

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

PETITIONERS

VS.

CLARK COUNTY DISTRICT COURT,
THE HONORABLE TIERRA XX JONES,
DISTRICT JUDGE, DEPT. 10,

Respondents,

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

Real Parties in Interest.

Electronically Filed
Feb 01 2022 01:20 p.m.
Case No. _____ Elizabeth A. Brown
Clerk of Supreme Court

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

**APPENDIX IN SUPPORT OF EDGEWORTHS'
PETITION FOR WRIT OF MANDAMUS TO RELEASE CLIENT FUNDS
IN EXCESS OF ADJUDICATED LIEN AMOUNT AND TO RELEASE THE
COMPLETE CLIENT FILE**

**VOLUME III
P000423 – P000622**

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**EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO.**

PETITIONERS' APPENDIX

CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL	BATES NOS.
2017-11-30	Notice of Attorney's Lien	I	P000001 – P000005
2018-01-02	Notice of Amended Attorney's Lien	I	P000006 – P000010
	UNUSED BATES NUMBERS	I	P000011 – P000028
2018-12-13	Plaintiffs' Motion for an Order Directing Simon to Release Plaintiffs' Funds	I	P000029- P000070
2019-01-11	Opposition to Plaintiffs' Motion for Release of Funds	I	P000071- P000089
2019-01-28	Plaintiffs' Reply to Opposition to Plaintiffs' Motion for Release of Funds	I	P000090- P000123
2019-02-05	Court Minutes – Minute Order Re: Motion to Release Funds	I	P000124
2021-04-13	Excerpts of Opposition to Mot. to Reconsider	I	P000124A- P000124E
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	I	P000125- P000141
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	I/II	P000142- P000247

**EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO.**

PETITIONERS' APPENDIX

CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL	BATES NOS.
2021-05-13	Edgeworths' Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File	II	P000248-P000322
2021-05-20	Opposition to Edgeworths' Motion for Order Releasing Client Funds and Requiring Production of File	II	P000323-P000371
2021-05-21	Edgeworths' Reply in Support of Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File	II	P000372-P000391
2021-05-26	Letter Re: Funds Transfers	II	P000392-P000393
2021-05-27	Recorder's Transcript of Pending Motions	II	P000394-P000422
2021-06-03	Court Minutes – Minute Order Re: Motions for Reconsideration and for Release of Funds	III	P000423-P000424
2021-06-18	Notice of Entry of Decision and Order Denying Edgeworth's Motion for Order Releasing Client Funds and Requiring Production of Complete File	III	P000425-P000432
2021-07-01	Edgeworth's 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	III	P000433-P000446

**EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO.**

PETITIONERS' APPENDIX

CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL	BATES NOS.
2021-07-15	Opposition to the Third Motion to Reconsider	III	P000447-P000489
2021-07-17	Edgeworth's Reply in Support of 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	III/IV	P000490-P000705
2021-09-14	Notice of Entry of Decision and Order Denying 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	IV	P000706-P000714
2021-12-13	Order Consolidating and Partially Dismissing Appeals_(Filed in Supreme Court Case No: 83258)	IV	P000715-P000719

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON***
SUPREME COURT CASE NO. _____.

PETITIONERS' APPENDIX

ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2019-02-05	Court Minutes – Minute Order Re: Motion to Release Funds	I	P000124
2021-06-03	Court Minutes – Minute Order Re: Motions for Reconsideration and for Release of Funds	III	P000423- P000424
2021-05-13	Edgeworths' Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File	II	P000248- P000322
2021-07-01	Edgeworth's 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	III	P000433- P000446
2021-05-21	Edgeworths' Reply in Support of Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File	II	P000372- P000391
2021-07-17	Edgeworth's Reply in Support of 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	III/IV	P000490- P000705
2021-04-13	Excerpts of Opposition to Mot. to Reconsider	I	P000124A- P000124E

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON***
SUPREME COURT CASE NO. _____.

PETITIONERS' APPENDIX

ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2021-05-26	Letter Re: Funds Transfers	II	P000392- P000393
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	I	P000125- P000141
2018-01-02	Notice of Amended Attorney's Lien	I	P000006 – P000010
2017-11-30	Notice of Attorney's Lien	I	P000001 – P000005
2021-09-14	Notice of Entry of Decision and Order Denying 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	IV	P000706- P000714
2021-06-18	Notice of Entry of Decision and Order Denying Edgeworth's Motion for Order Releasing Client Funds and Requiring Production of Complete File	III	P000425- P000432
2021-05-20	Opposition to Edgeworths' Motion for Order Releasing Client Funds and Requiring Production of File	II	P000323- P000371
2019-01-11	Opposition to Plaintiffs' Motion for Release of Funds	I	P000071- P000089

**EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. _____.**

PETITIONERS' APPENDIX

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2021-07-15	Opposition to the Third Motion to Reconsider	III	P000447-P000489
2021-12-13	Order Consolidating and Partially Dismissing Appeals <i>(Filed in Supreme Court Case No: 83258)</i>	IV	P000715-P000719
2018-12-13	Plaintiffs' Motion for an Order Directing Simon to Release Plaintiffs' Funds	I	P000029-P000070
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	I/II	P000142-P000247
2019-01-28	Plaintiffs' Reply to Opposition to Plaintiffs' Motion for Release of Funds	I	P000090-P000123
2021-05-27	Recorder's Transcript of Pending Motions	II	P000394-P000422
	UNUSED BATES NUMBERS	I	P000011 – P000028

A-16-738444-C

**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.

PRINT DATE: 06/04/2021

Page 1 of 2

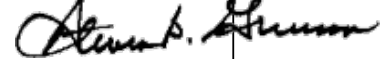
Minutes Date: June 03, 2021

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



NEO

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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 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

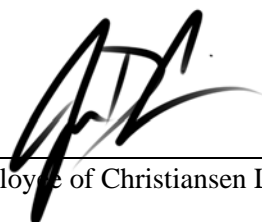
15 -and-

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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

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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**
14 **District Court Judge**

15 Submitted By:

16 **JAMES R. CHRISTENSEN PC**

17 /s/ James R. Christensen
18 James R. Christensen Esq.
19 Nevada Bar No. 3861
20 601 S. 6th Street
21 Las Vegas NV 89101
22 Attorney for SIMON

Approved as to Form and Content:

MORRIS LAW GROUP

23 Declined
24 Steve Morris Esq.
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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-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

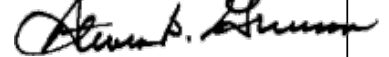
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7/1/2021 5:46 PM
Steven D. Grierson
CLERK OF THE COURT



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Attorneys for Defendant
Edgeworth Family Trust and
American Grating, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

LANGE PLUMBING, LLC ET AL.,

Defendants.

) Case No: A-16-738444-C

) Dept. No: X

)

) EDGEWORTHS' MOTION FOR
) RECONSIDERATION OF ORDER
) ON MOTION FOR ORDER
) RELEASING CLIENT FUNDS
) AND REQUIRING THE
) PRODUCTION OF COMPLETE
) CLIENT FILE

)

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

DANIEL S. SIMON, AT AL.,

Defendants.

) AND

)

) MOTION TO STAY EXECUTION
) OF JUDGMENTS PENDING
) APPEAL

)

) Case No: A-18-767242-C

) Dept. No. X

)

) HEARING REQUESTED

)

1 Defendants Edgeworth Family Trust and American Grating, LLC
2 (collectively referred to as "Edgeworths") respectfully move this Court for an
3 reconsideration of its order filed on June 17, 2021, notice of entry filed on
4 June 18, 2021, on the Edgeworths' motion for release of funds and for an
5 order requiring production of the Edgeworths' complete client file.

6 The Edgeworths also move for an order staying execution of the
7 Second Amended Order Granting in Part and Denying in Part Simon's
8 Motion for Attorney's Fees and Costs, entered on May 24, 2021 and the
9 Order Denying Plaintiff's Renewed Motion for Reconsideration of Third-
10 Amended Decision and Order on Motion to Adjudicate Lien, entered on
11 June 18, 2021. These Motions are based on the papers and pleadings on file,
12 the exhibits referenced herein, and any argument the Court may permit.

13 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**
14 **MOTION FOR RECONSIDERATION OF ORDER ON MOTION FOR**
15 **RELEASE OF FUNDS AND MOTION FOR PRODUCTION OF COMPLETE**
16 **CLIENT FILE AND ENTRY OF ORDER STAYING ENFORCEMENT OF**
17 **JUDGMENTS PENDING APPEAL**

18 The Court is aware of the facts of this case; thus, they will not be set
19 forth herein, but are incorporated from the underlying motions.

20 **A. LEGAL STANDARDS**

21 A party may seek reconsideration within 14 days after service of
22 written notice of the order. E.D.C.R. 2.24. Reconsideration is appropriate
23 when the Court has misapprehended or overlooked important facts when
24 making its decision, *Matter of Ross*, 99 Nev. 657, 659, 668 P.2d 1089, 1091
25 (1983), when new evidence is presented, or when the decision is "clearly
26 erroneous." *Masonry and Tile Contractors Ass'n of Southern Nevada v.*
27 *Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). Here,
28 the Court's Order denying the Edgeworths' request to maintain an amount
equal to the full judgment in the undersigned's IOLTA account, disburse
uncontested amounts, and release funds in excess of the judgment amounts

1 is clearly erroneous, and based on a misapprehension of the facts presented.
2 The Court's Order denying the release of the client's file is also clearly
3 erroneous and should be reconsidered.

4 In addition, and pursuant to Nev. R. Civ. P. 62, the Edgeworths seek
5 an order expressly staying the judgments entered by the Court in its Second
6 Amended Order Granting in Part and Denying in Part Simon's Motion for
7 Attorney's Fees and Costs, entered on May 24, 2021, resulting in a judgment
8 of \$52,520, as well as staying the Order Denying Plaintiff's Renewed Motion
9 for Reconsideration of Third Amended Decision and Order on Motion to
10 Adjudicate Lien, entered on June 18, 2021, resulting in a judgment of
11 \$484,982.50 (reconsideration denied June 18, 2021).¹

12 **B. THE COURT HAS ADJUDICATED THE LIEN AMOUNT AND HAS**
13 **NO AUTHORITY TO ENCUMBER MORE THAN THE JUDGMENT**
14 **AMOUNT.**

15 NRS 18.015(6) provides that "a court shall, after 5 days' notice to all
16 interested parties, adjudicate the rights of the attorney, client, or other
17 parties and enforce the lien." This Court has adjudicated Simon's lien, and
18 determined he is entitled to \$484,982.50 in attorney fees for the work
19 claimed under the lien. Of this amount, the Court determined \$284,982.50 is
20 due under the implied contract, and \$200,000 in quantum meruit. There is
21 no legal justification to encumber the Edgeworths' account for amounts in
22 excess of the Court's judgment "because the Court has not issued a final
23 order in this matter and the time for appeal has not run." Order at 2. As

24 ¹ The Third Amended Lien Order, filed on April 19, 2021 (in Case No.
25 A-18-767242-C) and again on April 28, 2021 (in Case No. A-16-738444-C)
26 resulted in a judgment of \$556,577.43; however, Simon and the Court have
27 both acknowledged that the costs included in the total (\$71,594.93) were
28 paid in 2018 and are no longer owed. *See* Third Am. Lien Order at 18 (Court
finds that there are no outstanding costs remaining owed); Nov. 19, 2018
Decision and Order on Motion to Adjudicate Lien at 17:12-13 (*same*). The
Court's entry of a judgment for amounts admittedly paid also exceeds its
jurisdiction.

1 another court recognized in addressing a lien question under NRS 18.015,
2 "adjudication of the lien has obviously happened here. To wit, [the party's]
3 motion to foreclose on the lien has been resolved, judgment on fees has been
4 entered, and collection remedies are available for that judgment." *Guerrero*
5 *v. Wharton*, Case No. 2:16-cv-01667-GMN-NJK, 2019 WL 4346571 at *2 (Sept.
6 12, 2019) (Slip Copy).

7 The same is true in this case. The Court has adjudicated the parties'
8 rights under the lien, and the full judgment amount is secured. There
9 remains nothing more for this Court to do. Should the Edgeworths wish to
10 appeal, enforcement of the judgment can continue unless the Court stays
11 enforcement. Nev. R. Civ. P. 62 provides a stay as a matter of right if a
12 supersedeas bond in the full judgment amount is posted, unless the Court
13 makes findings that a lesser amount is appropriate under the circumstances.
14 *Nelson v. Heer*, 121 Nev. 832, 836, 122 P.3d 1252, 1254 (2005). The very
15 purpose of a supersedeas bond is "to protect the judgment creditor's ability
16 to collect the judgment if it is affirmed by preserving the status quo and
17 preventing prejudice to the creditor arising from the stay" pending appeal.
18 *Id.* at 835, 122 P.3d at 1254. Here, Simon is adequately secured. The Court
19 has no authority to require security of nearly four times the judgment
20 amount.

21 The Court's June 17, 2021 Order gave two reasons for requiring this
22 excessive security: (1) "the Motion is premature"; and (2) "there is a bilateral
23 agreement to hold the disputed funds in an interest-bearing account at the
24 bank . . .". Neither of these reasons is supported by the law.

25 With respect to the prematurity issue, once the Court adjudicated the
26 lien, which it did in 2018, and again in 2021, the Court's work was complete.
27 *See* Ex. A, Excerpts of Court's Dockets, reflecting judgments totalling
28

1 \$609,097.40;² *see also Guerrero, supra*; NRCp 62 (providing for post-
2 judgment security).

3 To the extent that the Court's order was based on accepting Simon's
4 argument that the "a bilateral agreement to hold the disputed funds in an
5 interest-bearing account at the bank" controlled by Simon and Vannah, the
6 Edgeworths' former counsel, the Court's order is clearly erroneous, and
7 premised on misapprehended facts. The funds were placed in an interest-
8 bearing account at a bank because of the very lien dispute that the Court has
9 since adjudicated. The account was established because the Edgeworths
10 disputed Simon's claim on the funds under the liens he filed in 2017 and
11 2018, which the Court has since rejected. The purpose of the account was to
12 secure the funds pending adjudication of the lien, which the Court has done.
13 Since the lien has been adjudicated for a fraction of the amount Simon
14 claimed, there is no legal justification for withholding funds in excess of the
15 adjudicated lien amount. The excess funds should be immediately released
16 to the Edgeworths to use as they wish, including to satisfy the undisputed
17 portions of the judgment (\$52,520 on the attorney's fees and costs order) and
18 the undisputed \$284,982.50 awarded in the lien order, which this Court
19 entered and the Supreme Court affirmed. The "bilateral agreement" thus has
20 no application to the Court's decision, nor does it justify requiring securing
21 Simon for nearly four times the amount of the judgment simply because his
22 full lien amount has been wrongfully secured for nearly three years.

26 ² The Court may take judicial notice of its docket upon request, or *sua*
27 *sponte*. *See* NRS 47.150(1) (providing that a court may take judicial notice);
28 *see also*, NRS 47.130(2)(b) (providing that a judicially-noticed fact must be
"[c]apable of accurate and ready determination by resort to sources whose
accuracy cannot reasonably be questioned").

1 **C. THE COURT'S REFUSAL TO COMPEL SIMON TO PRODUCE THE**
2 **EDGEWORTHS' COMPLETE CLIENT FILE, OR DEPOSIT DISPUTED**
3 **PORTIONS, IS CLEARLY ERRONEOUS**

4 As to the Court's refusal to compel Simon's production of the
5 Edgeworths file, the Court's decision is erroneous. The Court's role in
6 adjudicating a common law retaining lien claim is to ensure that the
7 lawyer's fees are secured. *Figliuzzi v. Eighth Judicial Dist. Ct.*, 111 Nev. 338,
8 890 P.2d 798 (1995); *Fredianelli v. Fine Carman Price*, 133 Nev. 586, 589, 402
9 P.3d 1254, 1256 (2017) (recognizing that pre-2013 cases remain good law
10 with respect to common law retaining liens). Even if the Court believes that
11 the non-disclosure agreement ("NDA") has application at this point, the
12 Edgeworths are parties to the NDA and are bound by it. Thus they, not
13 Simon, would be responsible if they made any unauthorized disclosures.
14 Furthermore, to the extent the Court is denying the Edgeworths the
15 "complete" file because of the NDA (Order at 3), the legislature built the
16 remedy right into the statute. NRS 7.055 provides that if the right to a
17 portion of the file is disputed, that portion should be deposited with the
18 Court. Since adequate security has been in place since 2018, there was no
19 legal basis for the Court to refuse to compel Simon to produce the
20 Edgeworths' complete file or require him to deposit any disputed portions
21 of the file with the Court.

22 **D. MOTION TO STAY ENFORCEMENT OF JUDGMENTS PENDING**
23 **APPEAL**

24 Pursuant to Nev. R. Civ. P. 62, the Edgeworths move for an order to
25 stay the judgments for \$52,520 on the Court's Second Amended Order
26 Granting in Part and Denying in Part Simon's Motion for Attorney's Fees
27 and Costs, entered on May 24, 2021, and for \$556,577.43 on its Third
28 Amended Decision and Order on Motion to Adjudicate Lien, entered on
 June 18, 2021.

1 Rule 62(d)(2) provides that "a party is entitled to a stay by providing
2 bond or other security." Judgment was entered by the Court on the two
3 foregoing orders for a total of \$609,097.40 (of which Simon and the Court
4 acknowledge only \$537,502.50 remains outstanding). The Edgeworths do
5 not dispute the \$52,520 award or \$284,982.50 of the lien award and have
6 asked the Court to allow them to satisfy these amounts from the settlement
7 funds. Should the Court refuse to reconsider permitting them to pay these
8 undisputed portions from their settlements funds, staying enforcement of
9 the orders pending appeal of that order is appropriate. The purpose of the
10 security is to maintain the status quo, and secure the judgment creditor,
11 Simon, for payment of the judgment if the judgment is affirmed. *Nelson*, 121
12 Nev. at 835, 122 P.3d at 1254.

13 The Edgeworths respectfully ask that the Court enter a stay and either
14 (1) allow the Edgeworths to pay the undisputed portions of the judgments,
15 \$52,520 on the attorney's fees and costs order and \$284,982.50 on the lien
16 order from the settlement proceeds currently on deposit in Morris Law
17 Group's IOLTA account, and deposit of \$200,000 with the Court; or (2)
18 deposit of the entire \$537,502.50 unpaid judgment amount from the
19 settlement monies currently on deposit in Morris Law Group's IOLTA
20 Account while appeal is pending.

21 E. CONCLUSION

22 For the foregoing reasons, the Edgeworths respectfully ask that the
23 Court reconsider its Order compelling the Edgeworths to over-secure Simon
24 and order that security for the Court's judgment be provided, either by:

- 25 (1) depositing \$537,502.50 from the undisbursed settlement funds
26 into the Court; or
- 27 (2) authorizing the Edgeworths to permit Morris Law Group to
28 disburse the undisputed \$337,502.50 as described in this

1 Motion and depositing \$200,000 with the Court from the
2 undisbursed settlement proceeds,
3 and release the Edgeworths' excess funds. The Edgeworths further request
4 that the Court reconsider its order refusing to compel Simon to produce the
5 Edgeworths' entire client file or produce the complete undisputed portion of
6 the file and deposit the claimed "confidential" portions with the Court
7 pursuant to NRS 7.055.

8 Finally, the Edgeworths request an order staying execution of the
9 judgments pending appeal upon deposit with the Court of the full judgment
10 amount, unless disbursement is permitted as described above.

11 MORRIS LAW GROUP

12 By: /s/ STEVE MORRIS

13 Steve Morris, Bar No. 1543
14 Rosa Solis-Rainey, Bar No. 7921
15 801 S. Rancho Dr., Ste. B4
16 Las Vegas, Nevada 89106

17 Attorneys for Defendants Edgeworth
18 Family Trust and American Grating,
19 LLC
20
21
22
23
24
25
26
27
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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: 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

DATED this 1st day of July, 2021.

By: /s/ CATHY SIMICICH

An employee of Morris Law Group

EXHIBIT A

Excerpts of Dockets in Case No. A-16-738444-C and
A-18-767242-C Showing Outstanding Judgments
totaling \$609,097.40

Case Information

A-16-738444-C | Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s)

Case Number	Court	Judicial Officer
A-16-738444-C	Department 10	Jones, Tierra
File Date	Case Type	Case Status
06/14/2016	Product Liability	Closed

Party

Plaintiff
Edgeworth Family Trust

Active Attorneys ▼
Attorney
Morris, Steve L.
Retained

Lead Attorney
Simon, Daniel S.,
ESQ
Retained

Attorney
FERREL, ASHLEY
Retained

Attorney
Christensen, James
R.
Retained

Attorney
Solis-Rainey, Rosa
Retained

05/24/2021 Judgment

Judicial Officer
Jones, Tierra

Judgment Type
Order

Monetary Judgment

Debtors: Edgeworth Family Trust (Plaintiff)

Creditors: Daniel S Simon (Defendant)

Judgment: 05/24/2021 Docketed: 02/08/2019

Total Judgment: \$52,520.00

Comment: In Part

P000444

Case Information

A-18-767242-C | Edgeworth Family Trust, Plaintiff(s) vs. Daniel Simon, Defendant(s)

Case Number	Court	Judicial Officer
A-18-767242-C	Department 10	Jones, Tierra
File Date	Case Type	Case Status
01/04/2018	Other Contract	Closed

Party

Plaintiff
Edgeworth Family Trust

Address
400 S. 7th St.
Las Vegas NV 89101

Active Attorneys ▼
Attorney
Morris, Steve L.
Retained

Attorney
Solis-Rainey, Rosa
Retained

Attorney
Atwood, Christine L.
Retained

Lead Attorney
Calvert, Lauren
Retained

Inactive Attorneys ▼
Attorney
Vannah, Robert D.
Retained

04/19/2021 Judgment

Judicial Officer
Jones, Tierra

Judgment Type
Judgment

Monetary Judgment

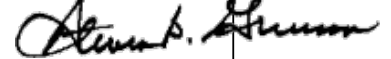
Debtors: Edgeworth Family Trust (Plaintiff), American Grating, LLC (Plaintiff)

Creditors: Law Office of Daniel S Simon (Defendant)

Judgment: 04/19/2021 Docketed: 04/21/2021

Total Judgment: \$556,577.43

P000446



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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 THE THIRD
MOTION TO RECONSIDER**

Hearing date: 7.29.21
Hearing time: N/A

CONSOLIDATED WITH

Case No.: A-18-767242-C
Dept. No.: 10

1 **I. Introduction**

2 The United States Supreme Court has stated repeatedly that fee
3 disputes should not become a “second major litigation.” *E.g.*,
4 *Kirtsaeng v. John Wiley & Sons, Inc.*, ___ U.S. ___, 136 S.Ct. 1979,
5 1988 (2016) (quoting *Flight Attendants v. Zipes*, 491 U.S. 754, 766
(1989) and *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983)).

6 *Guerrero v. Wharton*, 2019 WL 4346571 (D. Nev. 9.12.2019). (Attached at
7
8 Ex. 1.)

9 On December 30, 2020, the Nevada Supreme Court issued an order
10 of partial affirmance and remand. *Edgeworth Family Trust v. Simon*, 477
11 P.3d 1129, 2020 WL 7828800 (unpublished)(Nev. 2020). The Edgeworths’
12 are now on their *third* motion for reconsideration following the Supreme
13 Court’s order (it is the *fourth* motion for reconsideration if the Edgeworths’
14 petition for rehearing is added to the count). Simon submits the United
15 States Supreme Court is right, three motions for reconsideration are at
16 least two too many.
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19

20 The Edgeworths’ third motion for reconsideration confuses the type of
21 lien at issue, distorts the record, and does not demonstrate an issue on
22 which the court made a clear error of law or other ground for
23 reconsideration. Simon respectfully requests the motion be denied.
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1 The motion for stay of execution may be denied as premature.
2 Simon has not reduced an order to a judgment, thus there is no judgment
3 to stay.
4

5 **II. Reconsideration Standard**

6 The Edgeworths again seek reconsideration. Reconsideration is not
7 a favored remedy. *See, e.g., Moore v. City of Las Vegas*, 92 Nev. 402, 551
8 P.2d 244 (1976). Reconsideration by the court should be rare and should
9 occur only when substantially new facts or law are presented. *Masonry &*
10 *Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev.
11 737, 741, 941 P.3d 486, 489 (1997) (reconsideration may be granted on
12 rare occasion when there is “substantially different evidence ... or the
13 decision is clearly erroneous”).
14
15

16 The Edgeworths do not clearly state if they are moving for
17 reconsideration based upon an issue of new fact or an error of law.
18 Instead, the Edgeworths jump directly to the conclusion that the court’s
19 order is clearly erroneous. (Mot., at 2:20-3:3.) Regardless, the
20 Edgeworths do not present grounds for reconsideration by introduction of
21 substantially different evidence or by demonstration of a clear error of law.
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1 **A. Reconsideration based on an error of law**

2 Examination of the limits of reconsideration based on an alleged error
3 of law reveal that the Edgeworths do not qualify for relief. Reconsideration
4 of a clear error of law is not established by citation to additional case law in
5 support of a previously known legal proposition. *Moore*, 92 Nev. at 405,
6 551 P.2d 246. Nor is reconsideration a proper vehicle to present a legal
7 proposition that was overlooked by a party which was available when the
8 issue was first considered. *See, e.g., Little Earth of the United Tribes, Inc.*,
9 807 F.2d 1433 (8th Cir. 1986). The standard is higher.
10

11 In *Masonry*, reconsideration on a matter of law was found to be
12 proper when a clarification of law occurred after the first decision was
13 made. *Masonry*, 113 Nev. at 741, 941 P.3d at 489. This is consistent with
14 the standards for such related issues as the law of the case and
15 permissible grounds for a petition for rehearing. A clear error of law can
16 also be found when there is a contrary statute. For example, in *Bliss v. Las*
17 *Vegas Metropolitan Police Dept.*, 476 P.3d 860, 2020 WL 6939644
18 (2020)(unpublished), the court reconsidered an order to return a vehicle
19 with an altered VIN to a purported owner, because NRS 482.542(4)(b)
20 stated the vehicle had to be destroyed.
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1 The Edgeworths do not demonstrate an intervening change in the
2 law, a contrary statute, or other clear error, instead the third motion simply
3 repeats past arguments. The Edgeworths do not meet the threshold for
4 reconsideration based on an alleged error of law.
5

6 **B. Reconsideration based on new facts**
7

8 A party must subsequently introduce “substantially different evidence”
9 for a court to reconsider a prior decision based on new facts. *Masonry*, 113
10 Nev. at 741, 941 P.3d at 489. Merely rearguing the same factual record is
11 not enough. *Gaines v. State*, 130 Nev. 1178, 2014 WL 2466316 (2014)
12 (unpublished)(denial of a motion for reconsideration was affirmed in a
13 criminal case because, “Gaines did not introduce new evidence, instead he
14 pointed to the same set of facts discussed in his original motion to
15 suppress” *Id.*, at *3.)
16
17
18

19 The Edgeworths did not subsequently introduce substantially different
20 evidence, therefore, they do not meet the minimum threshold for
21 reconsideration.
22

23 **III. There is No Basis to Reconsider the Funds Order**
24

25 At the last hearing, this Court asked counsel for the Edgeworths
26 about their intent to appeal the adjudication order. The question went to
27 the heart of the (second) request to order release of the disputed funds
28

1 held in trust and why the motion to release funds was premature. The
2 direct question did not receive a direct answer.

3 If there is an appeal, then the Edgeworths will presumably challenge
4 the amount of fees as too high, and Simon may reply with a writ
5 challenging the amount as too low. If so, then the amount of the funds to
6 be disputed, which requires retention of the disputed funds in a trust
7 account. Retention of disputed funds in a trust account is required by
8 NRPC 1.15(e):
9

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

17 A fee can be disputed on appeal or on a writ. This case is an example.

18 The motion to disburse is pre-mature and contrary to NRPC 1.15(e).

20 The third motion for reconsideration essentially argues that as a
21 matter of law the word “adjudication” means the same as “resolution”. The
22 semantic argument fails. The history of this case is a real-life example that
23 adjudication of a lien does not mean a fee dispute has reached resolution.

25 What is more, the motion for reconsideration is based on a frivolous
26 argument. At page 5 line 22 of the motion, the Edgeworths repeat the
27 falsehood that the lien was wrongfully asserted. The Edgeworths lost on
28

1 this argument on adjudication, on appeal, on the petition for rehearing, and
2 on the prior motions for reconsideration. There is no excuse to again rely
3 upon a false, negated argument. Knowingly promoting a negated fact or
4 legal argument is sanctionable.
5

6 **A. The excessive security argument does not apply.**
7

8 The Edgeworths argue that Simon has a judgment and that the
9 disputed fee held in trust is an excessive security of that judgment. In so
10 doing, the Edgeworths misstate the record and confuse a retaining lien and
11 a charging lien.
12

13 Simon does not have a judgment. The adjudication order is not the
14 same as a judgment. For example, Simon cannot use the adjudication
15 order to levy on the Edgeworths' bank accounts. In making the argument,
16 the Edgeworths again distort the record to suit their perceived needs for the
17 current motion. An attempt to establish a false fact, or by extension a false
18 record, in order to gain advantage in a civil litigation is wrong and is
19 sanctionable. *Estate of Adams by and through Adams v. Fallini*, 132 Nev.
20 814, 386 P.3d 621 (2016).
21
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25 Simon asserted a charging lien. A charging lien attaches to the
26 money recovered in the matter placed "in the attorney's hands". NRS
27 18.015 (1)(a) & 4(a). Simon moved to adjudicate the charging lien that
28

1 attaches to the disputed money held in trust. However, while the lien was
2 adjudicated, there is still a continuing dispute over the amount of the
3 adjudication, as evidenced by the post appeal motions and counter motions
4 before this Court - and the potential for an appeal or a writ.
5

6 The Edgeworths cite *Guerrero v. Wharton*, 2019 WL 4346571 (D.
7 Nev. 9.12.2019) in support of their argument of an excessive security. The
8 story of *Guerrero* calls for denial of the third motion for reconsideration.
9 Guerrero sued Vince Neal Wharton (the on and off lead vocalist for Motley
10 Crue) for assault. While the action was ongoing, Wharton's first defense
11 attorneys withdrew and asserted a retaining lien over the defense file. The
12 withdrawing defense lawyers then moved to adjudicate their retaining lien
13 and to reduce the retaining lien to judgment. *Ibid*. Following motion
14 practice, the court adjudicated the lien and issued an actual judgment. (Ex.
15 2.) Following issuance of the money judgment, the court ordered the
16 defense file be turned over to replacement counsel, so the action could
17 proceed.
18

19 This case is very different from *Guerrero*. In this case there is an
20 ongoing dispute over the amount of fees owed under a charging lien, a
21 retaining lien was not adjudicated, the underlying case has resolved and
22 there is no judgment. The excessive security argument does not apply and
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1 cannot serve as a basis for reconsideration because the argument was
2 available to the Edgeworths before their first appeal.

3 **B. There is no basis to reconsider the bilateral agreement**
4 **finding.**
5

6 The Edgeworths first argue that the factual finding of a bilateral
7 agreement is an error of law in their motion at 4:21-24. On the following
8 page the Edgeworths argue that the court's order is "premised on
9 misapprehended facts". (Mot., at 5:3-7.) Thus, it can be inferred that the
10 Edgeworths acknowledge that the court made a finding of fact regarding
11 the bilateral agreement. However, the Edgeworths did not subsequently
12 introduce substantially different evidence which runs contrary to the factual
13 finding. For that matter, the Edgeworths discussion of what the
14 misapprehended facts are and how the court misapprehended them is
15 vague and conclusory. As such, there is no basis to reconsider the finding.
16

17 Regardless, this Court's finding of a bilateral agreement is based on
18 substantial evidence and should not be reconsidered (and further cannot
19 be overturned on appeal). The evidence relied upon was that the trust
20 account was set up by mutual agreement of the parties (*e.g.*, Ex. 3.), and
21 that the Edgeworths' counsel confirmed that disputed funds were to be kept
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1 until “resolution”. (Ex. 4.) In fact, the Edgeworth legal team admitted to the
2 bilateral agreement in statements to the court. (*E.g.*, Ex. 5.)

3 Also, this Court made a finding on the nature of the agreement and
4 existence of the account in its Order of November 19, 2018, when it
5 dismissed the conversion claim brought against Simon. (11.19.2018.
6 12(b)(5) Order at 7:6-19.) The Edgeworths did not appeal the court’s
7 factual finding, nor this Court’s denial of their first motion to release funds.
8 Because the Edgeworths did not appeal the finding of a bilateral
9 agreement, they cannot attack the finding now.
10

11 It is improper for the Edgeworths to now argue against the existence
12 of the bilateral agreement when the agreement was evidenced by
13 substantial evidence and the statements of Edgeworths counsel, and then
14 found as an undisputed fact in the court’s order. The attempt to rewrite the
15 history of this case is vexatious and calls for a sanction because the
16 attempt improperly extends this litigation and “hinder[s] the timely
17 resolution” of the case. NRS 7.085.
18

19 Finally, the request to deposit money with the court is perplexing. In
20 2017, the Edgeworths rejected a Simon suggestion that money be
21 deposited with the court. (Ex. 3.) Instead, the Edgeworths proposed the
22 interest-bearing trust account at Bank of Nevada, to which Simon
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1 immediately agreed-and the bilateral agreement was formed. No rationale
2 is given for the change of heart, thus, no grounds for reconsideration are
3 presented.
4

5 **IV. There is No Basis to Reconsider the File Order.**

6 The Edgeworths did not subsequently introduce substantially different
7 evidence regarding the file, nor do the Edgeworths identify a clear error of
8 law. Rather the Edgeworths rely on conclusory statements and their past
9 arguments. The Edgeworths did not clear the high bar for reconsideration.
10
11

12 In fact, the Edgeworths have the case file, excepting documents
13 withheld as previously noted. The Simon office spent a great deal of time
14 pulling the very large file together for production. The declaration of Ashley
15 Ferrel is attached. (Ex. 6.) In the declaration Attorney Ferrel describes the
16 file production process.
17
18

19 Simon will continue to work with the Edgeworths on file production if
20 specific problems with the earlier production are identified. For example,
21 this Court may recall an earlier claim that the file produced is
22 indecipherable. While Simon disagrees, Simon asked for specifics so the
23 claimed issue could be resolved. The Edgeworths did not provide any
24 details. When and if they do, Simon will respond accordingly.
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1 The Edgeworths again ask this Court to order the deposit of portions
2 of the file with the court in reliance on NRS 7.095. The argument has
3 already been rejected. The Edgeworths cannot rely upon NRS 7.095,
4 because Simon has not been paid. Thus, the request that portions of the
5 file be deposited with the court does not have a legal basis. The
6 Edgeworths do not introduce any new evidence or different law on this
7 issue, they merely repeat prior rejected arguments. There is nothing to
8 reconsider. This is pointless, time wasting motion practice by the
9 Edgeworths. Sanctions are called for. NRS 7.085.

13 The Edgeworths confuse adjudication of the Simon charging lien with
14 cases regarding adjudication and reduction to judgment of a retaining lien
15 in an ongoing case where there is a plain need for the case file. The
16 retaining lien argument does not apply to the case at hand. In this case,
17 most of the file has been produced, there is a non-disclosure agreement,
18 the underlying claim is resolved, and a retaining lien has not been reduced
19 to judgment.

23 The Edgeworths still offer only conclusory statements about the non-
24 disclosure agreement. For example, the Edgeworths continue to ignore
25 that the plain language of the NDA is highly restrictive concerning post-
26 resolution disclosure. Again, the Edgeworths simply repeat prior rejected
27
28

1 arguments. That is not enough and is improper. The Edgeworths did not
2 carry the heavy burden to establish that reconsideration is warranted.

3 **V. The Motion to Stay Execution is Premature.**
4

5 *Simon does not have a judgment!* Therefore, the motion to stay
6 execution of a (non-existent) judgment is premature.

7
8 There is no judgment for sanctions. If the Edgeworths do not appeal
9 the sanction order a second time, then it is hoped that the Edgeworths will
10 pay the ordered sanction without further ado. If not, then the Edgeworths
11 can move for a stay of execution on appeal when and if Simon reduces the
12 sanction order to a judgment.
13

14
15 As an aside, the fees due under the lien and the sanctions due for
16 frivolous litigation are different issues. Disputed money held in trust for
17 fees per the charging lien is separate and distinct from the sanction order.
18 Disputed fees held in trust cannot serve as security for an appeal of a
19 judgment of the sanctions order, should the Edgeworths decide to pursue
20 another appeal and the sanctions order is reduced to judgment.
21

22
23 There is no judgment for the fees owed. The Simon charging lien
24 attaches to the disputed funds held in trust. If funds are held in trust,
25 and/or there is no judgment, there is no need for a stay. The motion for a
26 stay of execution is premature.
27
28

1 **VI. Conclusion**

2 The third motion for reconsideration does not meaningfully present a
3 discussion of a clear error of law and does not subsequently introduce
4 substantially different evidence. The Edgeworths did not give this Court
5 anything to reconsider. The motion should be denied.
6

7
8 There are no judgments. As such, the motion for stay of execution of
9 judgment is premature and should be denied.
10

11 Simon respectfully requests this Court to consider issuing a sanction
12 against the Edgeworths for unreasonably and vexatiously extending this
13 case. NRS 7.085(1)(b). For example, there is no reasonable basis to
14 attack the bilateral agreement. The agreement finding is law of the case
15 and is supported by substantial evidence and the statements of
16 Edgeworths' counsel. There is no reasonable basis to request
17 enforcement of NRS 7.095 when the statute's predicate has not been met;
18 Simon has not been paid. Finally, there is no reasonable basis to request a
19 stay of a judgment that does not exist. It appears the only method to
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1 prevent a fourth motion for reconsideration is to sanction the Edgeworths
2 for filing the third.

3 DATED this 15th day of July 2021.

4
5 /s/ James R. Christensen
6 JAMES CHRISTENSEN, ESQ.
7 Nevada Bar No. 003861
8 601 S. 6th Street
9 Las Vegas, NV 89101
10 (702) 272-0406
11 (702) 272-0415
jim@jchristensenlaw.com
Attorney for Daniel S. Simon

12 **CERTIFICATE OF SERVICE**

13 I CERTIFY SERVICE of the foregoing Opposition Third Motion for
14 Reconsideration was made by electronic service (via Odyssey) this 15th
15 day of July 2021, to all parties currently shown on the Court's E-Service
16 List.
17

18
19 /s/ Dawn Christensen
20 an employee of
21 JAMES R. CHRISTENSEN
22
23
24
25
26
27
28

EXHIBIT 1

2019 WL 4346571

Only the Westlaw citation is currently available.

United States District Court, D. Nevada.

KELLY GUERRERO, Plaintiff(s),

v.

VINCENT NEIL

WHARTON, Defendant(s).

Case No.: 2:16-cv-01667-GMN-NJK

|

Filed 09/12/2019

Order

Nancy J. Koppe United States Magistrate Judge

*1 Plaintiff brought this lawsuit three years ago to resolve her claims against Defendant for, *inter alia*, assault and battery. See Docket No. 1. A jury trial is set for November 18, 2019. Docket No. 124.

The United States Supreme Court has stated repeatedly that fee disputes should not become a "second major litigation." *E.g., Kirtsaeng v. John Wiley & Sons, Inc.*, ___ U.S. ___, 136 S.Ct. 1979, 1988 (2016) (quoting *Flight Attendants v. Zipes*, 491 U.S. 754, 766 (1989) and *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983)). Upon the withdrawal from this case of Defendant's first attorney (James Kohl), the Court's ancillary jurisdiction was invoked to resolve a fee dispute between Mr. Kohl and Defendant pursuant to an attorney lien allowed by state law. See Docket No. 131 (adopting report and recommendation resolving motion to foreclose on attorney lien); see also Docket No. 132 (judgment on fees and costs). That fee dispute returns to the Court again through the filing by Defendant's most recent attorney¹ of a motion to compel production of Defendant's files from Mr. Kohl. Docket No. 127.² A response was filed, along with a supplement. Docket Nos. 134, 137. The motion is properly resolved without a hearing. See Local Rule 78-1.

The nub of the instant motion is whether the time is ripe for Mr. Kohl to turn over to Defendant the litigation files he has retained as part of his attorney lien. The governing statute provides in pertinent part as follows:

A lien pursuant to ... Paragraph (b) of subsection 1 attaches to any file or other property properly left in the possession of the attorney by his or her client, including, 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 ...

N.R.S. 18.015(4) (emphasis added). The referenced subsection 6 then provides for the filing of a motion to "adjudicate the rights of the attorney, client or other parties and enforce the lien." N.R.S. 18.015(6). The statute allows for collection through any authorized means. N.R.S. 18.015(7).

This matter is a straightforward one. The Court has already adjudicated the rights of Mr. Kohl and Defendant with respect to the fees in dispute, resulting in the entry of a judgment for the fees owed. Docket No. 132. By the plain language of N.R.S. 18.015(4), Mr. Kohl is no longer entitled to withhold Defendant's litigation file in light of that adjudication. Instead, his recourse for nonpayment at this juncture is to pursue collection on the judgment through authorized means. See N.R.S. 18.015(7).

*2 The Court is unpersuaded by Mr. Kohl's arguments to the contrary. Relying almost exclusively on case law predating the implementation of the above statutory scheme in 2013,³ Mr. Kohl argues that the Court must still "enforce the lien" by declining to order him to produce the litigation file because Defendant has not yet paid the fees deemed owed. See Docket No. 137 at 4-6.⁴ The fundamental problem with this argument is that the governing statute does not allow for the retention of the file "until such time as an adjudication and enforcement is made pursuant to subsection 6." Instead, it states unambiguously that the file may be retained until an "adjudication is made pursuant to subsection 6." N.R.S. 18.015(4) (emphasis added).⁵ The Court construes a statute by the plain meaning of its text, *e.g.*, *Lamie v. U.S. Trustee*, 540 U.S. 526, 534 (2004),⁶ and an adjudication on the fee dispute has obviously happened here. To wit, Mr. Kohl's motion to foreclose on the lien has been resolved, judgment on fees has been entered, and collection remedies are available for that judgment. It is time for the file to be produced.

Accordingly, the motion to compel production of Defendant's litigation file is **GRANTED**. That file must be produced by September 19, 2019. The Clerk's Office is **INSTRUCTED** to provide notice of this order to Mr. Kohl both through his email

address (jak@h2law.com) and by mailing it to his physical
address as stated on the docket.

All Citations

IT IS SO ORDERED.

Slip Copy, 2019 WL 4346571

Footnotes

- 1 Upon Mr. Kohl's withdrawal, Defendant attempted to retain attorney Scott Holper, but that retention was unsuccessful given issues with his ability to practice in this Court. See Docket No. 115. Defendant thereafter retained attorney Dean Gronemeier, Docket No. 117, but he was substituted out as counsel a few months later, Docket No. 129. Defendant has since been represented by attorney Dean Kajioka. See *id.* It is Mr. Kajioka who is attempting to obtain Defendant's file to prepare for trial. See Docket No. 127 at 3.
- 2 A "Motion to Reduce [Fees]" is also pending. Docket No. 136. The Court expresses no opinion herein as to the merits of that motion.
- 3 The only subsequently-decided case cited by Mr. Kohl is *Fredianelli v. Fine Carman Price*, 402 P. 3d 1254, 1256 (Nev. 2017), which is cited for the proposition that the preceding case law remains viable with respect to "common-law retaining liens." See Docket No. 137 at 5. The instant lien is governed by statutory scheme, however, and is not governed by common law. See Docket No. 125 at 4.
- 4 Mr. Kohl's proposed definition of "enforcement" is somewhat puzzling. Cf. *Fredianelli*, 402 P. 3d at 1256 (appearing to construe "enforce the lien" in N.R.S. 18.015(6) to include the act of a Court entering a monetary judgment). Nonetheless, the result is the same here regardless of how that term is defined because the triggering event in the statute for return of the file is adjudication, not enforcement.
- 5 Subsection 6 separately identifies adjudications and enforcement. See N.R.S. 18.015(6). To the extent "enforcement" means something beyond entering a fee judgment and the Nevada legislature intended to allow for the withholding of a client file until that later event, it could have drafted subsection 4 to refer to enforcement. It chose not to do so.
- 6 The text of the statute alone suffices to resolve this motion for the reasons stated herein. The Court also notes the potential for absurd results were Mr. Kohl's position to prevail. This is not a scenario in which an attorney lien is being litigated after resolution of the underlying matter and, instead, trial is set to proceed in two months. District courts possess broad discretion to control their dockets so that cases may be resolved justly, speedily, and inexpensively. See *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936); see also Fed. R. Civ. P. 1. The ability to advance to trial would be hindered were Mr. Kohl allowed to continue to refuse to produce the litigation file to Defendant notwithstanding entry of judgment on the fee dispute that can be collected on through other means. The Court does not read any provision of N.R.S. 18.015 as enabling the existence of a fee dispute between a party and a former attorney to derail the Court's inherent ability to advance the cases before it on the timetable that it has ordered.

End of Document

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EXHIBIT 2

AO450 (NVD Rev. 2/18) Judgment in a Civil Case

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

KELLY GUERRERO,

Plaintiff,

v.

VINCENT NEIL WHARTON,

Defendant.

Attorney Fees

JUDGMENT IN A CIVIL CASE

Case Number: 2:16-cv-01667-GMN-NJK

☐ **Jury Verdict.** This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

☐ **Decision by Court.** This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

☒ **Decision by Court.** This action came for consideration before the Court. The issues have been considered and a decision has been rendered.

IT IS ORDERED AND ADJUDGED

that judgment is hereby entered. The Court awards Mr. Kohl \$148,962.50 for fees and \$21,207.06 for costs.

July 2, 2019

Date

DEBRA K. KEMPI

Clerk



/s/ J. Matott

Deputy Clerk

P000466

EXHIBIT 3

Re: Edgeworth v. Viking

Robert Vannah <rvannah@vannahlaw.com>

Thu 12/28/2017 3:21 PM

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

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

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

Sent from my iPad

On Dec 28, 2017, at 3:08 PM, James R. Christensen <jjim@jchristensenlaw.com> wrote:

Bob,

I am available tomorrow for a call.

Jim

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

From: Robert Vannah <rvannah@vannahlaw.com>
Sent: Thursday, December 28, 2017 3:07:06 PM
To: James R. Christensen
Cc: John Greene; Daniel Simon
Subject: Re: Edgeworth v. Viking

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

Sent from my iPad

On Dec 28, 2017, at 2:03 PM, James R. Christensen <jjim@jchristensenlaw.com> wrote:

AA00098

SIMONEH0000442

P000468

Bob,

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

How about Bank of Nevada?

Jim

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

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

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

Sent from my iPad

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

Please see attached

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

AA00099

SIMONEH0000443

P000469

Las Vegas NV 89101
(702) 272-0406

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

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

Sent from my iPad

On Dec 26, 2017, at 10:46 AM, James R. Christensen <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.

AA00100

SIMONEH0000444

P000470

Jim

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

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

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

Sent from my iPad

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

Folks,

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

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

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

Any concerns, please let me know.

AA00101

SIMONEH0000445

P000471

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

----- 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

AA00102

SIMONEH0000446

P000472

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.
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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

<Ltr to Mr. Vannah.pdf>

<Zurich_Check[1].pdf>

<Zurich_Check[1].pdf>

<Email string.pdf>

AA00103

SIMONEH0000447

P000473

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 4

VANNAH & VANNAH

AN ASSOCIATION OF ATTORNEYS
INCLUDING PROFESSIONAL CORPORATIONS

January 4, 2018

VIA EMAIL: sguindy@bankofnevada.com

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

Re: Joint Trust Account

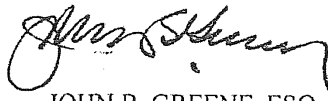
Dear Ms. Guindy:

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

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

Sincerely,

VANNAH & VANNAH



JOHN B. GREENE, ESQ.

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

EXHIBIT 5

P000480



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 TUESDAY, SEPTEMBER 18, 2018

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 5**

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 Right. He couldn't cash the check, because Mr. Vannah and
2 him had to make an agreement. Mr. Vannah figured out to do it, I think
3 at a bank, right? How to do like a joint --
4 MR. VANNAH: Yeah, we -- it's just we opened a trust
5 account --
6 THE COURT: Right.
7 MR. VANNAH: -- that both he and I are on, so neither one of
8 our trust accounts got it, but it went into a trust account to comply with
9 the Bar rules.
10 THE COURT: Okay.
11 MR. CHRISTIANSEN: So --
12 MR. VANNAH: If that helps.
13 MR. CHRISTIANSEN: It does. Thank you, Mr. Vannah.
14 MR. VANNAH: Sure.
15 BY MR. CHRISTIANSEN:
16 Q That's what happened, right? That's where the money got
17 deposited?
18 A Yes.
19 THE COURT: And just so I'm clear about that, is the whole \$6
20 million in that trust account?
21 MR. VANNAH: Yeah, I can help with that.
22 MR. GREENE: Me, too, but go ahead, Bob.
23 THE COURT: Okay.
24 MR. VANNAH: The 6 million dollars went into the trust
25 account.

1 THE COURT: Okay.

2 MR. VANNAH: Mr. Simon said this is how much I think I'm

3 owed. We took the largest number that he could possibly get --

4 THE COURT: Okay.

5 MR. VANNAH: -- and then we gave the clients the remainder.

6 THE COURT: So, the 6 --

7 MR. VANNAH: In other words, he chose a number that -- in

8 other words, we both agreed that look, here's the deal. Obviously can't

9 take and keep the client's money, which is about 4 million dollars, so we

10 -- I asked Mr. Simon to come up with a number that would be the largest

11 number that he would be asking for. That money is still in the trust

12 account.

13 THE COURT: Okay.

14 MR. VANNAH: And the remainder of the money went to the

15 Edgeworth's.

16 THE COURT: Okay. So, there's about \$2.4 million or

17 something along those lines --

18 MR. VANNAH: Yeah.

19 THE COURT: -- in the trust account.

20 MR. VANNAH: There's like 2.4 million minus the 400,000 that

21 was already paid, so there's a couple million dollars in the account.

22 THE COURT: Okay.

23 MR. GREENE: It's 1.9 and change, Your Honor.

24 THE COURT: Okay. Just so --

25 MR. CHRISTIANSEN: Oh, that's true --

1 THE COURT: Yeah. Just so --
2 MR. CHRISTIANSEN: -- Mr. Kimball said --
3 THE COURT: -- I was sure about what happened. I mean, the
4 rest of the money was disbursed, because I heard her testifying about
5 paying back the in-laws and all this stuff. So, they paid that back out of
6 their portion, and the disputed portion is in the trust account?
7 MR. VANNAH: Right. So, they took that money and paid
8 back the in-laws, so they wouldn't keep that interest running --
9 THE COURT: Right.
10 MR. VANNAH: -- and then the money that we're disputing --
11 THE COURT: Is in the trust account.
12 MR. VANNAH: -- is held in trust, as the Bar requires.
13 THE COURT: Okay.
14 MR. CHRISTENSEN: And Your Honor, just to follow up on
15 that. The amount that's being held in trust is the amount that was
16 claimed on the attorney lien.
17 THE COURT: Okay.
18 MR. VANNAH: That's correct.
19 MR. CHRISTENSEN: Any -- and, also, any interest that
20 accrues on the money held in the trust inures to the benefit of the clients.
21 THE COURT: Right. I was aware of that, yes. It would go to
22 the Edgeworth's, right?
23 MR. VANNAH: Exactly.
24 MR. CHRISTENSEN: That's correct.
25 MR. VANNAH: That's what we all agreed to, yes.

1 THE COURT: Okay. Yes, I was aware of that.

2 MR. VANNAH: Yes, that's accurate.

3 BY MR. CHRISTIANSEN:

4 Q Ms. Edgeworth, in time, timing wise, when was the first time
5 you ever looked at one of your husband's spreadsheets for the
6 calculation of damages?

7 A I don't know exactly the time. It was a long duration of the
8 case, but you know, sometime during the case.

9 Q Okay. Is it fair to say you never looked at any of the damages
10 calculations until after the November 17th meeting at Danny Simon's
11 office?

12 A No.

13 Q You looked at them before then?

14 A Yes.

15 Q Did you see on them -- and I can show you -- I'm trying to
16 kind of move it along -- where you husband leaves blank spaces that he
17 still owes money for attorney's fees in October and November?

18 A Yes.

19 Q All right. And so that's leading up to when you guys hired
20 Mr. Vannah. And I'll show you just --

21 MR. CHRISTIANSEN: By way of ease, this is 90, John.

22 BY MR. CHRISTIANSEN:

23 Q -- Mr. Vannah's fee agreement, which is signed by yourself,
24 ma'am? Or is that Brian's signature? I'm sorry.

25 A That's Brian.

EXHIBIT 6

1 **DECLARATION OF ASHLEY FERREL, ESQ. IN SUPPORT OF PLAINTIFFS'**
2 **OPPOSITON TO EDGEWORTHS' MOTION FOR RECONSIDERATION OF ORDER**
3 **ON MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING THE**
4 **PRODUCTION OF COMPLETE CLIENT FILE -AND-**
5 **MOTION TO STAY EXECUTION OF JUDGMENTS PENDING APPEAL**

6 STATE OF NEVADA)
7) ss.
8 COUNTY OF CLARK)

9 ASHLEY M. FERREL, ESQ., being first duly sworn, under oath, deposes and says that:

10 Declarant is an attorney licensed to practice law in the State of Nevada and was counsel
11 for the Edgeworths in this matter;

12 Declarant is an associate attorney at the Law Office of Daniel S. Simon and has been since
13 January 5, 2015;

14 Prior to working at the Law Office of Daniel S. Simon, Declarant worked at the Eglet law
15 firm as an associate attorney for approximately three and half years and as a law clerk with the
16 same firm for a year and a half working on the trial team preparing cases to go to trial and served
17 on the trial team for all of the Endoscopy litigation and mass tort claims that the firm handled;

18 Since Declarant began working at the Law Office of Daniel S. Simon, she has worked
19 closely on the litigation files with Daniel Simon from case inception through the appellate level,
20 if necessary;

21 Declarant worked closely with Mr. Simon on the Edgeworth matter and was the main
22 person in the office that saved all correspondence, pleadings and anything that related to the
23 Edgeworth file;

24 In late May 2019, Declarant was asked to compile the file for the Edgeworths based upon
25 a request from the Edgeworths' attorneys at Vannah & Vannah and Declarant did so, which was
26

1 picked up by employees of Vannah & Vannah on June 10, 2019 from Law Office of Daniel S.
2 Simon.

3 In May 2020, Declarant was instructed to make a copy of the Edgeworth electronic file,
4 based upon a request from the Edgeworth's attorney Patricia Lee and place that file on an external
5 hard drive that could be provided to the Edgeworths;

6 Based upon the request by Ms. Lee, Declarant copied the Edgeworth electronic file directly
7 from the Law Office of Daniel S. Simon server and placed it onto an external hard drive;

8 At that time, Declarant was instructed to remove all documents that contained documents
9 or references that were covered by the protective order and put them in a separate folder on another
10 external hard drive, which Declarant promptly did;

11 The file produced contained 40 folders and many of the folders contained sub-folders. All
12 of the documents contained in the folders are in PDF and a few of the sub-folders also contain
13 .JPG files or excel files.

14 All of the folders are clearly identified with what is in each file and any sub-folder is clearly
15 identified as well. One example is the "Pleadings" folder, which contains 75 PDF files that are
16 pleadings that were filed in the underlying litigation. Another example is the "Motions" folder,
17 which contains 30 subfolders clearly titled to identify what the Motion is and each of the sub-
18 folders contains the PDF files of the motion, opposition and/or reply filed for that particular
19 motion. Another example is the "Def ECC & Supp" folder, which contains three subfolders for
20 each of the Defendants in the underlying case (Viking, Lange, Giberti) and then each of those
21 folders contains PDFs and/or sub-subfolders identified as initial ECC, 1st ECC Supp, 2nd ECC
22 Supp, etc., with the exception of the documents that were withheld pursuant to the protective order.
23
24
25
26
27
28

1 It is Declarant's understanding that the external hard drive with the electronic file, with the
2 exception of the documents covered by the protective order was sent via Fed-Ex to the Edgeworths
3 and was delivered on May 28, 2020.

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

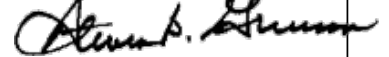
5 Dated this 14th day of July, 2021.

6
7
8 
9 ASHLEY M. FERREL, ESQ.

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 1:14 PM
Steven D. Grierson
CLERK OF THE COURT



RPLY

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
Email: sm@morrislawgroup.com
Email: rsr@morrislawgroup.com

Attorneys for Defendant
Edgeworth Family Trust and
American Grating, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

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-16-738444-C

) Dept. No: X

)

) **REPLY IN SUPPORT OF
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**

)

) Case No: A-18-767242-C

) Dept. No. X

)

) **HEARING REQUESTED**

1 In an effort to further confuse and misdirect the record, Simon claims
2 that this is the Fourth Motion for Reconsideration when in fact this is the the
3 Edgeworths' *first* motion for reconsideration of the Court's Order denying
4 their motion for release of funds and for an order requiring the production
5 of the Edgeworths' complete client file, which the Court entered on June 18,
6 2021.

7 In opposition, Simon contends that the Edgeworths mistake a charging
8 lien and a retaining lien but that contention is not only incorrect, it is
9 irrelevant. Opp'n at 2. Simon filed a charging lien against the Edgeworths'
10 settlement proceeds and the Court adjudicated that lien at his request, but
11 determined that the nearly \$2M he claimed was not reasonable, and that he
12 was only entitled to \$484,982.50 in fees. The Court made an error of law in
13 failing to recognize that the lien was valid only for the adjudicated amount.
14 NRS 18.015 ("On motion filed by an attorney . . . the court, shall, after 5
15 days' notice to all interested parties, **adjudicate the rights of the attorney,**
16 **client, or other parties and enforce the lien.**" Liened funds in excess of the
17 adjudicated amount should have been immediately released to the client in
18 2018. Permitting an attorney to hold hostage more than \$1.5M of his client's
19 money after adjudicating the attorney's lien is an error of law.¹

20 Simon ignores or misapprehends the purpose for which *Guerrero v.*
21 *Wharton* was offered, which simply was to support the Edgworth's
22 contention that "adjudication" of Simon's lien has taken place in this case,
23 like in *Guerrero*, because "the motion to foreclose on the lien has been
24 resolved, judgement on the fees has been entered, and collection remedies
25 are available." 2:16-cv-01667-GMN-NJK, 2019 WL 4346571 at *2. This
26 untenable position that he is entitled to tie up funds due to the Edgeworths

27
28 ¹ Simon's effort to lean on NRPC 1.15(e) to support his effort to tie-up
all monies claimed, however unreasonable, is also unavailing, since a lawyer
is ethically bound to lien only for reasonable amounts.

1 in excess of the amount of his judgment until he gets around to collecting
2 the lesser amount, is contrary to *Guerrero*.

3 In Nevada, a "judgment" is defined as a decree and any order from
4 which an appeal lies." NRCP 54(a). As demonstrated in Exhibit A to the
5 Motion, the Court's own records reflect the judgments entered by the Court.
6 The request for a stay execution of the judgment by posting a bond for the
7 full judgment amount is not premature, as Simon contends.

8 The Court erroneously accepted Simon's contention that releasing the
9 funds was premature and contrary to a bilateral agreement, which Simon
10 now claims is the law of the case, but does not identify any order or decision
11 establishing that "law of the case." The emails and correspondence Simon
12 offers in his opposition are his argument. Arguments are not the law of the
13 case, and here, they do not even establish any agreement to hold an amount
14 beyond what can now be reasonably disputed.

15 Simon also attempts to distort the record by misstating it. Although
16 the Edgeworths certainly maintain Simon's lien amount was wrongful, and
17 the Court agreed, the Edgeworths' motion does not say the lien was
18 "wrongfully asserted" as Simon says in his opposition (Opp'n at 6 citing
19 Edgeworths' Mot. at 5:22), it says the full lien amount has been *wrongfully*
20 *secured* for nearly three years. Mot at 5:22.

21 As to the Court's refusal to compel Simon's production of the
22 Edgeworths file, the Court's decision is contrary to law. With respect to the
23 file, Simon claims a common law retaining lien, which is passive. The
24 Court's only role in responding to a client's motion to release the client file is
25 to ensure that the lawyer's fees are secured. And the fees in question here
26 are fully secured.

27 Not surprisingly, Simon's current opposition contradicts the position
28 taken in his April 13, 2021 opposition to the Edgeworth's Motion for

1 Reconsideration, in which he claimed that "Vannah did not request the file."
2 4/13/21 Opp'n at 6:12. In support of that contention, Simon pointed to his
3 own testimony at the evidentiary hearing for the lien adjudication. *Id.* The
4 recent Declaration of Ashley Ferrel, dated July 14, 2021, unequivocally
5 declares that she "was asked to compile the file for the Edgeworths based
6 upon a request from the Edgeworths' attorneys . . . and [she] did so" and
7 produced it. Ex. 6 to Simon's Opp'n to Edgeworth's Mot. for Reconsideration
8 re Funds and File at 1:26 – 27. Ms. Ferrel goes on to declare that in May 2020
9 she "was instructed to make a copy of the Edgeworth's electronic file . . . and
10 copied the Edgeworth's electronic file directly from the [firm's] server." *Id.* at
11 2:3-8. "At that time," presumably meaning May 2020, Ferrell declares she
12 was instructed to remove all documents that contained documents or
13 references that were covered by the protective order and put them in a
14 separate folder." *Id.* at 2:9-12.

15 Ms. Ferrel's declaration not only confirms that there was a request for
16 the file in 2019, it also establishes that email was *omitted* despite the absence
17 of an instruction at that time to omit allegedly protected documents. *See* Ex.
18 B, Receipt for File Produced to Vannah & Vannah in 2019 (listing documents
19 and items produced). To the extent that the Court determined that Simon's
20 clients were not entitled to documents marked as confidential pursuant to
21 the Non-Disclosure Agreement ("NDA"), notwithstanding the fact they are
22 parties to the NDA, the motion asked that the documents be deposited with
23 the Court, as provided in NRS 7.055(2), something the Court did not
24 address.

25 Ms. Ferrell's declaration also raises questions as to why emails she
26 testified during the 2018 proceedings had been provided to the Edgeworths
27 nevertheless remain withheld. Nor does she explain why documents and
28 email attachments that are not covered by the NDA, and that were expressly

1 requested, were not provided. *See, e.g.*, 5/3/21 Edgeworths' Mot. re Third
2 Lien Order at 15 n.4 (requesting all drafts of settlement agreements, all email
3 by and among counsel regarding settlement discussions, emails with
4 experts, opposing counsel, etc.). NRS 7.055 recognizes that the client is
5 entitled to the client file. No reason for a client's request for his/her file is
6 required and provided the lawyer has been paid or adequately secured, the
7 statute says the file must be turned over. In this case, the Edgeworths
8 requested but did not receive documents concerning the drafting of the
9 settlement agreement at the time it was being negotiated. Unresolved
10 questions remain about who requested the inclusion or omission of certain
11 settlement provisions, and how and when experts were retained. In at least
12 one instance, the client was billed for expert fees incurred for the benefit of
13 another of Simon's client's. Even if the Court believes the NDA covers
14 substantive discussions in expert reports, the Edgeworths are entitled to all
15 non confidential documents and email concerning the case.

16 The file Ms. Ferrell prepared indeed has 40 folders, but it is far from
17 "organized." For example, the folder entitled "Edgeworth Email" contains
18 5543 pages of email, but the email attachments appear to have been
19 selectively stripped from nearly all of the emails. *See* Ex. C (LODS014686-
20 835). Exhibit C includes the first 150 emails in the production ranging in date
21 from November 1 to December 18, 2017 – the time period during which the
22 settlement was negotiated and the agreement finalized, yet no emails to or
23 from defense counsel concerning the settlement are included. *Id.*; *see* Ex. D
24 (LODS017583—86, sample email with corresponding attachment included).
25 In few cases, a different version of email attachment was located elsewhere,
26 but the actual attachments could not be located anywhere in the production.
27 *See e.g.*, Ex. E (12/12/17 Email Received from the Sender with the
28 attachments as sent) and *compare to* Ex. F (Same 12/12/17 email from file

1 produced by Simon with Bates No. LODS017566, and different version of
2 attachments located elsewhere in production LOD031032-36 and
3 LODS038159-60); Ex. G (screen shot of where the check attachments to the
4 12/12/17 email in Ex. F were located); *compare also* Ex. H (11/16/17 Email
5 from sender with attachment) *with* Ex. I (11/16/17 Email in file without
6 attachment and out of date order). In the 2018 proceedings, Simon testified
7 he retained all experts after August 2017, but the stripped emails paint a
8 different picture, and exchanges thereto would provide a complete picture
9 as to how and when they were retained, and the scope of the work they did,
10 for which they billed and the Edgeworths paid. Ex. J (Sample Emails re
11 Expert Retention).

12 Furthermore, and as only one example, the 5543 page email folder was
13 not chronologically organized and appears far from complete. For example,
14 the first email in the Edgeworth Email folder is Bates No. LODS014686 and
15 dated December 18, 2017; the last email in that folder is numbered
16 LODS020228 and is dated June 22, 2017. In between the first and last email
17 are emails with dates between 2016 to 2018, without any semblance of
18 organization. Large gaps exist where no email was produced despite the
19 case being active. And, as shown in the reconstituted Exhibit F, a different
20 version of the email attachment was in some cases produced separate from
21 and without reference to the transmitting email, with file names that differ
22 from the file name under which they referenced in the email. NRS 7.055 does
23 not support the Court's refusal to order Simon to produce the Edgeworths'
24 complete client file. Simon is using the NDA as an excuse to withhold the
25 file, as demonstrated by the fact the file produces in fact includes some
26 documents with confidential information. Ex. K (Sample emails with third-
27 party information). Even if the NDA justified withholding any portion of the
28

1 file from the Edgeworths, there is no legal basis to refuse depositing the
2 disputed portion of the file with the Court.
3

4 MORRIS LAW GROUP

5 By: /s/ ROSA SOLIS-RAINEY

6 Steve Morris, Bar No. 1543
7 Rosa Solis-Rainey, Bar No. 7921
8 801 S. Rancho Dr., Ste. B4
9 Las Vegas, Nevada 89106

10 Attorneys for Defendants Edgeworth
11 Family Trust and American Grating,
12 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 IN SUPPORT OF 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.

DATED this 17th day of July, 2021.

By: /s/ GABRIELA MERCADO
An employee of Morris Law Group

EXHIBIT B

Receipt of File Produced in 2019

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

RECEIPT OF ORIGINAL FILE

I, Austin Thewes & Jordan Lukow, of Vannah & Vannah, hereby acknowledge receipt of a copy of the original file of Edgeworth Family Trust, American Grating and Giberti Construction from SIMON LAW that includes the following:

- Edgeworth Custom Residence Blue prints/ plans
- One cabinet door
- Box of 74 Sprinkler pieces returned from Vollmer Grey
- Box of 102 Sprinkler pieces returned from Vollmer Grey
- Partial box of Viking Fusible Link Freedom Residential Concealed pendent
- Edgeworth Residence Giberti File in Clear Plastic Box, which includes the following:
 - Henderson Inspection History
 - Folders labeled: Pictures, Invoices, Academy Store, ASE, C & M Doors, Barefoot Pools, Carono WRG, Clark County, Herman Pools, Hybar, Instant Jungle, Julie, Hen Docs, MacDonald Highlands, Miscellaneous, Ossi's Iron, Pictures, Purvis, S2 Designs, Southwest Specialties, Acme Elevator, Tiberti, Custom Health, Dean Roofing, Deck Systems of NV, Desert Eagle, Edgeworths, EPOCH Surveying, Ferguson, G&G Systems, Homtronic, Impulse, Ja Cesare, K&M, Pre Lim Notices, New Energy Works, Old World Cabinetry, Pacific Masonry, Proposals, Prowest Steel, Superior Moulding, Target, Terracon, Utilities
- Clear Box Containing the following:
 - Two Taylor Thermostat in clear plastic folder
 - Bills and supporting documents for 645 Saint Croix clipped
 - Redwell with cost basis & supporting docs
 - Clear plastic folder labeled Lange/ Kinsale Report Lange C.O.A. Inspection Notes,
 - Incorrect Invoices for American Grating
 - Logs for Time after Loss

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

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- Clear plastic Folder labeled "645 Saint Croix- Water Damage Invoices and Estimates to Immediately Repair"

- ADP payroll report from ADP for Mark Giberti

- Bank Account statement showing deposit & transfers and copy of check

- Clear Plastic Folder with documentation for HOA fees, prop. Taxes, and construction fines

- Chicago Title Folder with Listing Docs

- Gavin Ernstone Folder

- Shapiro & Sher Group Folder

- Holo Discovery Box containing the following:

- Clear folder with SD drive labeled photos and movies

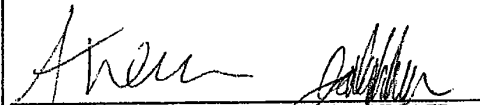
- Copy of photos from 2016-06-13

- Copy of Henderson Inspection History and Fire Permits

- Edgeworth Fire Sprinkler Replacement Daily Log In Sheet

- Folders Labeled: Lange File, Lange Plumbing, 645 Water Damage Quotes, COH, Artesia, Classic Framing & Dry, Mark's Sprinkler Emails, 645 Saint Croix, Rafael, State Insulation, RFI's, Silverado Mech

Dated this 10 day of June, 2019.



Employee of VANNAH & VANNAH
400 South Seventh Street
Las Vegas, Nevada 891011

EXHIBIT C

Sample of Produced Emails,
Most with Attachments Stripped
LODS014686 to LODS014835

Daniel Simon

From: Lizabeth A Rotert <admin@sklar-law.com>
Sent: Monday, December 18, 2017 2:20 PM
To: Daniel Simon; brian@pediped.com
Cc: Crane Pomerantz; Reception
Subject: Sklar Williams PLLC
Attachments: EDGEWORTH FAMILY TRUST REVISED 12012017 INVOICE.PDF

Dear Mr. Simon and Mr. Edgeworth,

Per Mr. Simon's telephone call today, we discovered that we had erroneously billed in duplicate for our matter 17020.001 (Expert Witness in Edgeworth Family Trust, et al v. The Viking Corporation, et al). We have redone the invoice to remove the duplicate charges and attached our zero balance (\$0.00) invoice.

Please accept our apologies for the error and let me know if you have questions or require anything further.

Thanks.

Lizabeth A. Rotert
Office Manager

SKLAR WILLIAMS
— PLLC —

LAW OFFICES

410 South Rampart Boulevard, Suite 350

Las Vegas, Nevada 89145

Telephone: (702) 360-6000 • Facsimile: (702) 360-0000
admin@sklar-law.com

This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of any of the information contained in or attached to this transmission is prohibited. If you have received this transmission in error, please immediately notify us by reply e-mail, by forwarding this to admin@sklar-law.com, or by telephone at (702) 360-6000, and destroy the original transmission and its attachments without reading or saving them in any manner. Any tax advice contained in this e-mail was not intended to be used, and cannot be used, by you (or any other taxpayer) to avoid penalties under the Internal Revenue Code of 1986, as amended. Thank you.

Daniel Simon

From: Lizabeth A Rotert <admin@sklar-law.com>
Sent: Monday, December 18, 2017 12:57 PM
To: brian@pediped.com
Cc: Daniel Simon
Subject: Sklar Williams PLLC Monthly Invoice
Attachments: EDGEWORTH FAMILY TRUST 95458.PDF

Please review your invoice, which is attached to this message.

If there is a balance due, please submit payment at your earliest convenience. Please make all checks payable to Sklar Williams PLLC. If you would prefer to pay by credit card, please call (702) 360-6000 and we will forward a Credit Card Authorization Form, to be completed and returned per the instructions on the Form.

If your balance is zero (\$0.00), thank you for your payment!

Thank You!

Note: The attached bill is in PDF file format. Adobe Acrobat Reader is necessary to view this file. If you do not have Adobe Acrobat Reader installed, please download the free reader from the Adobe website (<http://www.adobe.com/products/acrobat/readstep2.html>) and install it on your computer.

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Tuesday, December 05, 2017 4:23 PM
To: Daniel Simon
Cc: 'John Greene'
Subject: RE: your case

Danny;

Have not received your voicemail yet but please just give John Greene at Vannah and Vannah a call if you need anything done on the case. I am sure they can handle it.

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Tuesday, December 05, 2017 3:01 PM
To: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Cc: Daniel Simon <dan@simonlawlv.com>
Subject: your case


I just left you a voicemail. Please call me back when you get a chance. thanks



Daniel Simon

From: Daniel Simon
Sent: Tuesday, December 05, 2017 3:01 PM
To: Brian Edgeworth (brian@pediped.com)
Cc: Daniel Simon
Subject: your case

I just left you a voicemail. Please call me back when you get a chance. thanks

DANIEL S. SIMON
ATTORNEY AT LAW
 SIMON LAW
800 Southern Boulevard, Suite 1000
Falls Church, VA 22044
(703) 762-1650
(F) (703) 762-1650
DANIEL@SIMONLAWFIRM.COM

Daniel Simon

From: Daniel Simon
Sent: Thursday, November 30, 2017 5:31 PM
To: 'jgreene@vannahlaw.com'
Cc: Brian Edgeworth (brian@pediped.com); 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!

Daniel Simon

From: Daniel Simon
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

Daniel Simon

From: Daniel Simon
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

Daniel Simon

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

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

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

Danny,

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

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

Sincerely,
Angela

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

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

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

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

--
Angela

Daniel Simon

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

Danny,

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

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

--
Angela

Daniel Simon

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

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

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Angela

Daniel Simon

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

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

Daniel Simon

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.

Daniel Simon

From: Daniel Simon
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

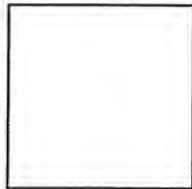
Danny,

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.

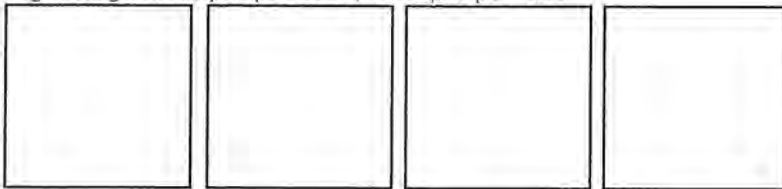
We would need to have our attorney look at this agreement before we sign.

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

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.

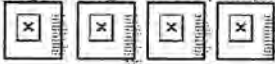
We would need to have our attorney look at this agreement before we sign.

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
191 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

Daniel Simon

From: Daniel Simon
Sent: Monday, November 27, 2017 2:26 PM
To: Brian Edgeworth (brian@pediped.com); angela.edgeworth@pediped.com
Cc: Daniel Simon
Subject: Edgeworth v. Viking, et al
Attachments: Ltr to client regarding fees.pdf; settlement brkdwn.pdf; RETAINER AGREEMENT.pdf

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

Daniel Simon

From: Daniel Simon
Sent: Monday, November 27, 2017 2:26 PM
To: Brian Edgeworth (brian@pediped.com); angela.edgeworth@pediped.com
Cc: Daniel Simon
Subject: Edgeworth v. Viking, et al
Attachments: Ltr to client regarding fees.pdf; settlement brkdwn.pdf; RETAINER AGREEMENT.pdf

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

Daniel Simon

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

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

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

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

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

Daniel Simon

From: Ashley Ferrel
Sent: Monday, November 20, 2017 12:30 PM
To: Daniel Simon
Subject: FW: Lange's fire permit app
Attachments: 645 St Croix.pdf

Can I forward to the contract lawyer? Is his correct email address in the attorney book?

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

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Monday, November 20, 2017 12:29 PM
To: Ashley Ferrel
Subject: FW: Lange's fire permit app

Please forward to the contract lawyer. Lange pulled the fire sprinkler permit under their plumbing contractor number. They did not have a fire sprinkler contractor permit. I think this is likely illegal

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

From: Mark Giberti [mailto:mark.giberti@amgrating.com]
Sent: Monday, November 20, 2017 12:20 PM
To: Brian Edgeworth <Brian@pediped.com>
Subject: Lange's fire permit app

Just as we thought, they were able to pull the permit under there plumbing license. I don't think that's legal. The city probably verified that license was active without checking the classification.

Daniel Simon

From: Daniel Simon
Sent: Saturday, November 18, 2017 3:38 AM
To: Brian Edgeworth
Subject: Fwd: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Opposition to Motion - OPPM (CIV), Envelope Number: 1771907

Begin forwarded message:

From: "efilingmail@tylerhost.net" <efilingmail@tylerhost.net>
Date: November 16, 2017 at 2:13:07 PM PST
To: Daniel Simon <dan@simonlawlv.com>
Subject: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Opposition to Motion - OPPM (CIV), Envelope Number: 1771907



Notification of Service

Case Number: A-16-738444-
Case Style: Edgeworth Family Trust
Plaintiff(s)vs.Lange Plumbing, L.L.C.
Defendant(s)
Envelope Number: 1771907

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-16-738444-C
Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/16/2017 11:41 AM PST
Filing Type	Opposition to Motion - OPPM (CIV)
Filing Description	Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Viking Documents
Filed By	Lori Siderman
Service Contacts	Edgeworth Family Trust: Daniel Simon (dan@danielsimonlaw.com)

Lange Plumbing, L.L.C.:

Eloisa Nunez (enunez@pnalaw.net)

Theodore Parker III (tparker@pnalaw.net)

Viking Corporation:

Seth Kerhsaw (kershaw@mmrs-law.com)

Evelyn Chun (chun@mmrs-law.com)

Kenton Robinson (robinson@mmrs-law.com)

Michael Nunez (mnunez@murchisonlaw.com)

Janet Pancoast (janet.pancoast@zurichna.com)

Gary Call (gcall@rlattorneys.com)

Giberti Construction Llc:

Michael Nunez (mnunez@murchisonlaw.com)

Tyler Ure ([ture@murchisonlaw.com](mailto:turre@murchisonlaw.com))

Nicole Garcia (ngarcia@murchisonlaw.com)

Rimkus Consulting Group, Inc.:

Mariella Dumbrique (mdumbrique@blacklobello.law)

Maximiliano Couvillier, III (mcouvillier@blacklobello.law)

Other Service Contacts not associated with a party on the case:

"Janet Pancoast, Esq." . (janet.pancoast@zurichna.com)

Cisneros & Marias . (usz.lvccdc.e-filings@zurichna.com)

Daniel Simon . (lawyers@simonlawlv.com)

	<p>Jessica Rogers-Morrow . (jessica.rogers-morrow@zurichna.com)</p> <p>Rhonda Onorato . (ronorato@rlattorneys.com)</p> <p>Trina Hall . (trina.hall@zurichna.com)</p>
--	---

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Daniel Simon

From: Daniel Simon
Sent: Saturday, November 18, 2017 3:38 AM
To: Brian Edgeworth
Subject: Fwd: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Opposition to Motion - OPPM (CIV), Envelope Number: 1771814

Begin forwarded message:

From: "efilingmail@tylerhost.net" <efilingmail@tylerhost.net>
Date: November 16, 2017 at 2:11:22 PM PST
To: Daniel Simon <dan@simonlawlv.com>
Subject: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Opposition to Motion - OPPM (CIV), Envelope Number: 1771814



Notification of Service

Case Number: A-16-738444-
Case Style: Edgeworth Family Trust
Plaintiff(s)vs.Lange Plumbing, L.L.C.
Defendant(s)
Envelope Number: 1771814

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-16-738444-C
Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/16/2017 11:37 AM PST
Filing Type	Opposition to Motion - OPPM (CIV)
Filing Description	Defendant The Viking Corporation's Opposition to Plaintiffs' Motion to Compel Documents and Respond to Discovery Regarding Financial Information
Filed By	Lori Siderman
Service Contacts	Edgeworth Family Trust: Daniel Simon (dan@danielsimonlaw.com)

Lange Plumbing, L.L.C.:

Eloisa Nunez (enunez@pnalaw.net)

Theodore Parker III (tparker@pnalaw.net)

Viking Corporation:

Seth Kerhsaw (kershaw@mmrs-law.com)

Evelyn Chun (chun@mmrs-law.com)

Kenton Robinson (robinson@mmrs-law.com)

Michael Nunez (mnunez@murchisonlaw.com)

Janet Pancoast (janet.pancoast@zurichna.com)

Gary Call (gcall@rlattorneys.com)

Giberti Construction Llc:

Michael Nunez (mnunez@murchisonlaw.com)

Tyler Ure (turre@murchisonlaw.com)

Nicole Garcia (ngarcia@murchisonlaw.com)

Rimkus Consulting Group, Inc.:

Mariella Dumbrique (mdumbrique@blacklobello.law)

Maximiliano Couvillier, III (mcouvillier@blacklobello.law)

Other Service Contacts not associated with a party on the case:

"Janet Pancoast, Esq." . (janet.pancoast@zurichna.com)

Cisneros & Marias . (usz.lvccdc.e-filings@zurichna.com)

Daniel Simon . (lawyers@simonlawlv.com)

	<p>Jessica Rogers-Morrow . (jessica.rogers-morrow@zurichna.com)</p> <p>Rhonda Onorato . (ronorato@rlattorneys.com)</p> <p>Trina Hall . (trina.hall@zurichna.com)</p>
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Daniel Simon

From: Daniel Simon
Sent: Saturday, November 18, 2017 3:38 AM
To: Brian Edgeworth
Subject: Fwd: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Opposition and Countermotion - OPPC (CIV), Envelope Number: 1772015

Begin forwarded message:

From: <efilingmail@tylerhost.net>
Date: November 17, 2017 at 7:29:02 AM PST
To: <dan@danielsimonlaw.com>
Subject: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Opposition and Countermotion - OPPC (CIV), Envelope Number: 1772015



Notification of Service

Case Number: A-16-738444-
Case Style: Edgeworth Family Trust
Plaintiff(s)vs.Lange Plumbing, L.L.C.
Defendant(s)
Envelope Number: 1772015

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-16-738444-C
Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/16/2017 11:51 AM PST
Filing Type	Opposition and Countermotion - OPPC (CIV)
Filing Description	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
Filed By	Daniel Simon
Service Contacts	Edgeworthy Family Trust: Daniel Simon (dan@danielsimonlaw.com)

Lange Plumbing, L.L.C.:

Eloisa Nunez (enunez@pnalaw.net)

Theodore Parker III (tparker@pnalaw.net)

Viking Corporation:

Seth Kerhsaw (kershaw@mmrs-law.com)

Evelyn Chun (chun@mmrs-law.com)

Kenton Robinson (robinson@mmrs-law.com)

Michael Nunez (mnunez@murchisonlaw.com)

Janet Pancoast (janet.pancoast@zurichna.com)

Gary Call (gcall@rlattorneys.com)

Giberti Construction Llc:

Michael Nunez (mnunez@murchisonlaw.com)

Tyler Ure (turre@murchisonlaw.com)

Nicole Garcia (ngarcia@murchisonlaw.com)

Other Service Contacts not associated with a party on the case:

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Daniel Simon . (lawyers@simonlawlv.com)

Jessica Rogers-Morrow . (jessica.rogers-morrow@zurichna.com)

Rhonda Onorato . (ronorato@rlattorneys.com)

Trina Hall . (trina.hall@zurichna.com)

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Served Document	Download Document
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Daniel Simon

From: Daniel Simon
Sent: Saturday, November 18, 2017 3:36 AM
To: Brian Edgeworth
Subject: Fwd: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Service Only, Envelope Number: 1779774

Begin forwarded message:

From: "efilingmail@tylerhost.net" <efilingmail@tylerhost.net>
Date: November 17, 2017 at 1:54:14 PM PST
To: Daniel Simon <dan@simonlawlv.com>
Subject: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Service Only, Envelope Number: 1779774



Notification of Service

Case Number: A-16-738444-
Case Style: Edgeworth Family Trust
Plaintiff(s)vs.Lange Plumbing, L.L.C.
Defendant(s)
Envelope Number: 1779774

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-16-738444-C
Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/17/2017 1:51 PM PST
Filing Type	Service Only
Filing Description	Subpoena Duces Tecum for 30(B)(6) of the Designees of Underwriters Laboratories
Filed By	Daniel Simon
Service Contacts	Lange Plumbing, L.L.C.:
	Eloisa Nunez (enunez@pnalaw.net) Theodore Parker III (tparker@pnalaw.net)

Viking Corporation:

Seth Kerhsaw (kershaw@mmrs-law.com)

Evelyn Chun (chun@mmrs-law.com)

Kenton Robinson (robinson@mmrs-law.com)

Michael Nunez (mnunez@murchisonlaw.com)

Janet Pancoast (janet.pancoast@zurichna.com)

Gary Call (gcall@rlattorneys.com)

Giberti Construction Llc:

Michael Nunez (mnunez@murchisonlaw.com)

Tyler Ure (turre@murchisonlaw.com)

Nicole Garcia (ngarcia@murchisonlaw.com)

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Cisneros & Marias . (usz.lvccdc.e-filings@zurichna.com)

Daniel Simon . (lawyers@simonlawlv.com)

Jessica Rogers-Morrow . (jessica.rogers-morrow@zurichna.com)

Rhonda Onorato . (ronorato@rlattorneys.com)

Trina Hall . (trina.hall@zurichna.com)

Daniel Polsenberg (dpolsenberg@lrrc.com)

Joel Henriod (jhenriod@lrrc.com)

Abraham Smith (asmith@lrrc.com)

Jessie Helm (jhelm@lrrc.com)

	Adam Crawford (acrawford@lrrc.com)
	Edgeworthy Family Trust:
	Daniel Simon (dan@danielsimonlaw.com)

Document Details	
Served Document	Download Document
This link is active for 7 days.	

Daniel Simon

From: Daniel Simon
Sent: Saturday, November 18, 2017 3:35 AM
To: Brian Edgeworth
Subject: Fwd: Edgeworth Family Trust, et al. v. Lange Plumbing, LLC, et al. / Case No.: A-16-738444-C
Attachments: image001.jpg; ATT00001.htm; Simon 11.17.17.pdf; ATT00002.htm

Begin forwarded message:

From: Eloisa Nunez <ENunez@pnalaw.net>
Date: November 17, 2017 at 5:43:57 PM PST
To: Daniel Simon <dan@simonlawlv.com>
Cc: Athanasia Dalacas <ADalacas@rlattorneys.com>, Teddy Parker <TParker@pnalaw.net>
Subject: Edgeworth Family Trust, et al. v. Lange Plumbing, LLC, et al. / Case No.: A-16-738444-C

Mr. Simon: Please see attached correspondence dated November 17, 2017 from Mr. Parker regarding the above-referenced matter. Should you have any questions, please feel free to contact our office.

Thank you,

Daniel Simon

From: Daniel Simon
Sent: Saturday, November 18, 2017 3:35 AM
To: Brian Edgeworth
Subject: Fwd: Edgeworth Family Trust, et al. v. Lange Plumbing, LLC, et al. / Case No.: A-16-738444-C
Attachments: image001.jpg; ATT00001.htm; Simon 11.17.17.pdf; ATT00002.htm

Begin forwarded message:

From: Eloisa Nunez <ENunez@pnalaw.net>
Date: November 17, 2017 at 5:43:57 PM PST
To: Daniel Simon <dan@simonlawlv.com>
Cc: Athanasia Dalacas <ADalacas@rlattorneys.com>, Teddy Parker <TParker@pnalaw.net>
Subject: Edgeworth Family Trust, et al. v. Lange Plumbing, LLC, et al. / Case No.: A-16-738444-C

Mr. Simon: Please see attached correspondence dated November 17, 2017 from Mr. Parker regarding the above-referenced matter. Should you have any questions, please feel free to contact our office.

Thank you,

Daniel Simon

From: Daniel Simon
Sent: Saturday, November 18, 2017 3:35 AM
To: Brian Edgeworth
Subject: Fwd: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Service Only, Envelope Number: 1782356

Begin forwarded message:

From: "efilingmail@tylerhost.net" <efilingmail@tylerhost.net>
Date: November 17, 2017 at 6:08:37 PM PST
To: Daniel Simon <dan@simonlawlv.com>
Subject: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Service Only, Envelope Number: 1782356



Notification of Service

Case Number: A-16-738444-
Case Style: Edgeworth Family Trust
Plaintiff(s)vs.Lange Plumbing, L.L.C
Defendant(s)
Envelope Number: 1782356

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Filing Details	
Case Number	A-16-738444-C
Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/17/2017 6:04 PM PST
Filing Type	Service Only
Filing Description	Lange Plumbing, LLC's Answers to Plaintiffs' 2nd Set of Interrogatories
Filed By	Eloisa Nunez
Service Contacts	Edgeworthy Family Trust: Daniel Simon (dan@danielsimonlaw.com)

Lange Plumbing, L.L.C.:

Eloisa Nunez (enunez@pnalaw.net)

Theodore Parker III (tparker@pnalaw.net)

Viking Corporation:

Seth Kerhsaw (kershaw@mmrs-law.com)

Evelyn Chun (chun@mmrs-law.com)

Kenton Robinson (robinson@mmrs-law.com)

Michael Nunez (mnunez@murchisonlaw.com)

Janet Pancoast (janet.pancoast@zurichna.com)

Gary Call (gcall@rlattorneys.com)

Giberti Construction Llc:

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Tyler Ure (turre@murchisonlaw.com)

Nicole Garcia (ngarcia@murchisonlaw.com)

Rimkus Consulting Group, Inc.:

Mariella Dumbrique (mdumbrique@blacklobello.law)

Maximiliano Couvillier, III (mcouvillier@blacklobello.law)

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Date: November 17, 2017 at 6:10:38 PM PST
To: Daniel Simon <dan@simonlawlv.com>
Subject: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Service Only, Envelope Number: 1782356



Notification of Service

Case Number: A-16-738444-C
Case Style: Edgeworth Family Trust
Plaintiff(s)vs.Lange Plumbing, L.L.C.
Defendant(s)
Envelope Number: 1782356

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Filing Details	
Case Number	A-16-738444-C
Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/17/2017 6:04 PM PST
Filing Type	Service Only
Filing Description	Lange Plumbing, LLC's Answers to Plaintiffs' 3rd Set of Interrogatories
Filed By	Eloisa Nunez
Service Contacts	Lange Plumbing, L.L.C.: Theodore Parker III (tparker@pnalaw.net) Eloisa Nunez (enunez@pnalaw.net)

Viking Corporation:

Evelyn Chun (chun@mmrs-law.com)

Kenton Robinson (robinson@mmrs-law.com)

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Mariella Dumbrique (mdumbrique@blacklobello.law)

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Rhonda Onorato . (ronorato@rlattorneys.com)

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	<p>Daniel Polsenberg (dpolsenberg@lrrc.com)</p> <p>Joel Henriod (jhenriod@lrrc.com)</p> <p>Abraham Smith (asmith@lrrc.com)</p> <p>Jessie Helm (jhelm@lrrc.com)</p> <p>Adam Crawford (acrawford@lrrc.com)</p> <p>Edgeworthy Family Trust:</p> <p>Daniel Simon (dan@danielsimonlaw.com)</p>
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Begin forwarded message:

From: "efilingmail@tylerhost.net" <efilingmail@tylerhost.net>
Date: November 17, 2017 at 6:12:36 PM PST
To: Daniel Simon <dan@simonlawlv.com>
Subject: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Service Only, Envelope Number: 1782356



Notification of Service

Case Number: A-16-738444-
Case Style: Edgeworth Family Trust
Plaintiff(s)vs.Lange Plumbing, L.L.C.
Defendant(s)
Envelope Number: 1782356

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Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/17/2017 6:04 PM PST
Filing Type	Service Only
Filing Description	Lange Plumbing, LLC's Responses to Plaintiffs' 3rd Set of Requests for Production
Filed By	Eloisa Nunez
Service Contacts	Viking Corporation: Seth Kerhsaw (kershaw@mmrs-law.com) Kenton Robinson (robinson@mmrs-law.com)

Michael Nunez (mnunez@murchisonlaw.com)

Janet Pancoast (janet.pancoast@zurichna.com)

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Defendant(s)
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Filed By	Eloisa Nunez
Service Contacts	Viking Corporation: Seth Kerhsaw (kershaw@mmrs-law.com) Kenton Robinson (robinson@mmrs-law.com)

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From: "efilingmail@tylerhost.net" <efilingmail@tylerhost.net>
Date: November 17, 2017 at 6:14:33 PM PST
To: Daniel Simon <dan@simonlawlv.com>
Subject: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s) for filing Service Only, Envelope Number: 1782356



Notification of Service

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Case Style: Edgeworth Family Trust
Plaintiff(s)vs.Lange Plumbing, L.L.C.
Defendant(s)
Envelope Number: 1782356

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Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/17/2017 6:04 PM PST
Filing Type	Service Only
Filing Description	Lange Plumbing, LLC's Twelfth Supplement to NRCP 16.1 Early Case Conference List of Witnesses and Documents
Filed By	Eloisa Nunez
Service Contacts	Viking Corporation: Kenton Robinson (robinson@mmrs-law.com) Michael Nunez (mnunez@murchisonlaw.com)

Janet Pancoast (janet.pancoast@zurichna.com)

Gary Call (gcall@rlattorneys.com)

Seth Kerhsaw (kershaw@mmrs-law.com)

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Notification of Service

Case Number: A-16-738444-
Case Style: Edgeworth Family Trust
Plaintiff(s)vs.Lange Plumbing, L.L.C
Defendant(s)
Envelope Number: 1782356

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Date/Time Submitted	11/17/2017 6:04 PM PST
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Daniel Simon

From: Daniel Simon
Sent: Friday, November 17, 2017 1:03 PM
To: Jen
Subject: Fwd: Sklar Williams PLLC Monthly Invoice
Attachments: EDGEWORTH FAMILY TRUST 95158.PDF; ATT00001.htm

Please pay. Thx

Begin forwarded message:

From: Lizabeth A Rotert <admin@sklar-law.com>
Date: November 17, 2017 at 12:52:03 PM PST
To: "brian@pediped.com" <brian@pediped.com>
Cc: "dan@simonlawlv.com" <dan@simonlawlv.com>
Subject: Sklar Williams PLLC Monthly Invoice

Please review your invoice, which is attached to this message.

If your balance is zero (\$0.00), thank you for your payment!

If there is a balance due, please submit payment at your earliest convenience. Please make all checks payable to Sklar Williams PLLC. If you would prefer to pay by credit card, please call (702) 360-6000 and we will forward a Credit Card Authorization Form, to be completed and returned per the instructions on the Form.

Thank You!

Note: The attached bill is in PDF file format. Adobe Acrobat Reader is necessary to view this file. If you do not have Adobe Acrobat Reader installed, please download the free reader from the Adobe website (<http://www.adobe.com/products/acrobat/readstep2.html>) and install it on your computer.

Daniel Simon

From: Lizabeth A Rotert <admin@sklar-law.com>
Sent: Friday, November 17, 2017 12:52 PM
To: brian@pediped.com
Cc: Daniel Simon
Subject: Sklar Williams PLLC Monthly Invoice
Attachments: EDGEWORTH FAMILY TRUST 95158.PDF

Please review your invoice, which is attached to this message.

If your balance is zero (\$0.00), thank you for your payment!

If there is a balance due, please submit payment at your earliest convenience. Please make all checks payable to Sklar Williams PLLC. If you would prefer to pay by credit card, please call (702) 360-6000 and we will forward a Credit Card Authorization Form, to be completed and returned per the instructions on the Form.

Thank You!

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Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Friday, November 17, 2017 11:29 AM
To: Daniel Simon
Subject: Did they even have a license when they FINALED my system

<https://app.nvcontractorsboard.com/Clients/NVSCB/Public/Shared/Details.aspx?EntID=3926304&LicNum=112945>

Vince Diorio – ALSO voluntarily surrendered his fire sprinkler licence BEFORE my system was finalized.....

So, did anyone have a license to put in this system?

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Thursday, November 16, 2017 5:38 PM
To: Daniel Simon; Ashley Ferrel
Subject: Exhibits for Zurich Argument
Attachments: 2620_001.pdf

The first two pages show the activations disclosed for Cal Atlantic homes and Residential Fire Sprinklers. Both claims have settled and paid so they should be accurate

The Zurich activations do not match the Viking disclosed and Plaintiff discovered activations for these same two claimants. Off by almost 100%.

The third page shows the KPS activations that all settled and are not on Zurich's sheet at all (LIKELY BECAUSE VIKING HID THEM FROM ZURICH)

The fourth page just shows that Zurich's activations by YEAR and Viking's by Year do not match at all showing that neither is complete.

Daniel Simon

From: Daniel Simon
Sent: Thursday, November 16, 2017 4:41 PM
To: Brian Edgeworth
Subject: Fwd: Edgeworth Family Trust, et al. vs. Lange Plumbing, LLC, et al. - REF# 1260004536
Attachments: image001.jpg; ATT00001.htm; SKM_C284e17111614500.pdf; ATT00002.htm

Begin forwarded message:

From: Debbie Holloman <DHolloman@jamsadr.com>
Date: November 16, 2017 at 2:41:39 PM PST
To: Daniel Simon <dan@simonlawlv.com>, "janet.pancoast@zurichna.com" <janet.pancoast@zurichna.com>, "mcconnell@mhrs-law.com" <mcconnell@mhrs-law.com>, "robinson@mhrs-law.com" <robinson@mhrs-law.com>
Cc: "Floyd A. Hale" <fhale@floydhale.com>
Subject: Edgeworth Family Trust, et al. vs. Lange Plumbing, LLC, et al. - REF# 1260004536

Attached please find a follow-up letter from Mr. Hale regarding settlement of this matter.

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Thursday, November 16, 2017 10:22 AM
To: Ashley Ferrel; Daniel Simon
Subject: Priveldge log

Have we ever given them that "black and red" sheet or the activations that we found that Viking never listed?

If so, we can just argue that nothing should be privledged (other than the name of the homeowner) because Viking merely "took all the hidden activations that we had found, searched their disclosures and now are trying to make "priveldged" all the documents that allowed us to expose their perjury.

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Thursday, November 16, 2017 10:15 AM
To: Daniel Simon
Subject: RE: Viking's Privilege Log

They have basically marked everything that proves the number of activations as privileged. That increases the hurdle on ANYONE proving the activations and the true scope.

Some of the other stuff should not be priveledged either but do we need to go over it all today?

What do you want to ask Sia in a depo?

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Thursday, November 16, 2017 9:53 AM
To: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Subject: FW: Viking's Privilege Log

fyi

From: Ashley Ferrel
Sent: Thursday, November 16, 2017 9:31 AM
To: Daniel Simon <dan@simonlawlv.com>
Subject: Viking's Privilege Log

Attached please find the privilege log (that was due on Tuesday) and the corresponding letter from Janet.

I am currently going through it, but from skimming the log they are claiming privilege on the majority of the claims information bc it has the claimants name and address, etc.

Ashley M. Ferrel, Esq.

Simon Law

810 S. Casino Center Blvd.
Las Vegas, NV 89101
Phone (702) 364-1650
Facsimile (702) 364-1655

Daniel Simon

From: Daniel Simon
Sent: Thursday, November 16, 2017 10:05 AM
To: Brian Edgeworth (brian@pediped.com)
Subject: fyi
Attachments: Simon 11 16 17

Daniel Simon

From: Daniel Simon
Sent: Thursday, November 16, 2017 9:53 AM
To: Brian Edgeworth (brian@pediped.com)
Subject: FW: Viking's Privilege Log
Attachments: NTC 171116 Edgeworth Notice of Confidentiality Log Production.pdf; PLT 171116 Edgeworth ES Ltr Simon re Confidentiality Log (1).pdf

Fyi

From: Ashley Ferrel
Sent: Thursday, November 16, 2017 9:31 AM
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Ashley M. Ferrel, Esq.

Simon Law

810 S. Casino Center Blvd.
Las Vegas, NV 89101
Phone (702) 364-1650
Facsimile (702) 364-1655

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Wednesday, November 15, 2017 3:24 PM
To: Daniel Simon; Ashley Ferrel
Subject: Contract Issues

Lange Plumbing vs. Lange Fire. These are different types of sub-contractors (plumbing vs. fire). I can find lange plumbing and find an LLC for Lange Plumbing and Fire but I do not see a valid LLC for Lange Fire nor a valid contractor boards license?

<http://nvsos.gov/sosentitysearch/corpActions.aspx?lx8nvq=5HIZiqZLkBGL3IF1g0fYfA%253d%253d&CorpName=LANGE+FIRE+SPRINKLERS%2c+LLC>

<https://app.nvcontractorsboard.com/Clients/NVSCB/Public/Shared/Details.aspx?EntID=3904715&LicNum=104759>

I do not know how to read this but it looks like Lange Fire was not a contractor when they put in my sprinkler???

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Wednesday, November 15, 2017 12:11 PM
To: Ashley Ferrel; Daniel Simon
Subject: Jeff Norton. Viking Corp vs. Viking Group

If you follow this link you will see that Jeff Norton has worked for Viking GROUP since 2014, he was not just transferred to Group recently.

But he sent letters on Viking CORP letterhead and gave presentations as Viking CORP. I do not think they can hide behind that he does not work for Viking Corp. While he has been a Viking Group employee, he has actively been presenting himself to AHJs and the public as a Viking Corp employee.

He signs letters with the same title too.

<http://www.vikinggroupinc.com/viking-group-announces-new-leadership-team-responsibilities>

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Wednesday, November 15, 2017 9:26 AM
To: Daniel Simon; Ashley Ferrel
Subject: Evidenciary Hearing Questions

1. If people cannot be served notice to appear, will that delay the hearing?
 - a. I think we may want Franson (if possible) and Kevin Ortyl (former CEO that threatened FSS) if possible. The others all work for Viking still. Jeff Norton, Sherry Bailey, Devin O Dell, Scott PMK. But we do not have an engineer from Viking that made these design changes and material hold releases to question.
2. Can we still submit questions to Viking?
 - a. Please produce all documents and drawings concerning the load screw/lever bar thread tolerance change from 6H to 12H and confirm the date this change entered production. Please indicate how many of each separate piece (Load Screw vs. Lever Bar) were in inventory as of that date with the former tolerance.
 - b. Please produce all documents and drawings concerning the load screw/lever bar thread tolerance change from 6G to 12G and confirm the date this change entered production.
 - c. Under the UL Follow Up Service program, every sprinkler Viking produces must be audited and tested randomly but each individual part number must be selected within two years. That would indicate that there are MINIMUM five UL Follow Up service test reports on the VK457 sprinkler. Viking has still not disclosed these reports to us.
 - d. **Since the only UL documents that Viking has produced state the VK457 was NOT tested by UL because of its similarities to the VK456, please produce all the VK456 design and internal testing documents including Viking's design calculations for the VK456's Strength of Link.**

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Wednesday, November 15, 2017 7:18 AM
To: Daniel Simon
Cc: 'Peter Shin'
Subject: Updated Invoices

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?

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Tuesday, November 14, 2017 5:28 PM
To: Daniel Simon; Ashley Ferrel
Subject: Typo in Crane

They only performed THREE tests, not eight. They performed the three tests listed on VIKUL--225 (Test Record 4)

- UL 1626, *id.*;
- There are "in the neighborhood of 40-plus individual tests" with which the VK457 must comply, *id.* at 261.

Several documents demonstrate that this is not the case, however. VIKUL000229 relates to the tests that were performed on VK457 to assess compliance with UL1626. It states that only eight (8) of the approximately forty (40) plus tests were performed. Neither the "load on heat responsive element" or the "strength of heat responsive element" tests – both of which appear to be central to this case – were performed. The decision to perform eight of approximately forty tests was explained as follows:

Based upon the similarities between the VK457 concealed pendent sprinklers submitted under this investigation with the presently UL Listed VK456 Viking residential sprinklers, only the tests described in Test Record No. 4 were judged necessary.

VIKUL00229.⁸

In Mr. Martorano's deposition, however, he denied that the VK457 and VK456 were similar:

Q: Is the VK456 substantially similar to the VK457?

--

Brian Edgeworth
pediped Footwear
1191 Center Point Drive
Henderson, NV
89074

702 352-2580

Daniel Simon

From: Daniel Simon
Sent: Tuesday, November 14, 2017 4:28 PM
To: Brian Edgeworth (brian@pediped.com)
Subject: FW: Edgeworth v. Viking

From: Daniel Simon
Sent: Tuesday, November 14, 2017 3:08 PM
To: Janet Pancoast <janet.pancoast@zurichna.com>; robinson@mms-law.com
Cc: Ashley Ferrel <Ashley@SIMONLAWLV.COM>; Daniel Simon <dan@simonlawlv.com>
Subject: Edgeworth v. Viking

In Court today, I handed you Viking's Responses to Plaintiff's 4th set of Interrogatories. Contained within the copy of your responses were circled numbers that we are requesting that you supplement with meaningful answers. Specifically, Interrogatories 6, 8, 10, 11 and 13. Please advise if you will supplement. If not, we will proceed to file another motion.

Mr. Olivas just advised he will not be traveling to Las Vegas this weekend and therefore, we will need to reschedule his deposition. He is available in Woodland Hills at any time on November 28, 2017. Please advise if this is a date you would like to schedule. Also, he will need advance payment for 2 hours paid to my office at least one week prior to his deposition.

Additionally, you set all of our experts depositions for November 28, 2017 for your office. First, Mr. Garelli resides in Chicago, IL. If you like, we can try and schedule it at the time of the UL 30 (b) (6) deposition, which looks like it will take place in the first week of December. I will check with Mr. Koch and Mr. Pomerantz for their availability. Since they are local it should not be difficult. I suggest that we schedule Mr. Koch after the Carnahan motion is resolved as he is only a rebuttal expert to Carnahan. If Carnahan is excluded, Mr. Koch will not be called as a witness.

We will proceed with the Carnahan on November 30, 2017 based on Mr. Robinson's indications in Court that he is available. We will have all of the respective Court reporters bill you for the deposition pursuant to the Discovery Commissioner's ruling. We are relying on the fact that he is attending by video teleconferencing. If he is appearing here in Las Vegas, please advise immediately.

In lieu of re-noticing the Viking employees for Michigan we will be serving notices to appear for the evidentiary hearing. Since we have been seeking these employees since August, this will be the most effective means to gather their testimony. If you object to bringing these witnesses we can bring a motion on this issue.

DANIEL A. SIMON
ATTORNEY AT LAW
SIMON LAW
4100 Broadway, Suite 1000, Las Vegas, NV 89102
(702) 734-1100
d@simonlawlv.com
www.simonlawlv.com

Daniel Simon

From: Daniel Simon
Sent: Tuesday, November 14, 2017 3:10 PM
To: Brian Edgeworth (brian@pediped.com)
Subject: Edgeworth GC without a license
Attachments: Eagle Rock Contr._ LLC v. Nat_I Sec. Techs._ LLC_ 2017.pdf; Carpenters Southwest Admin. Corp. v. Thomas & Assocs. M.PDF; Tom v. Innovative Home Sys._ LLC_ 2016 Nev. App. LEXIS.PDF; Wietor v. Can. Life Assur. Co._ 2004 U.S. App. LEXIS 57.pdf; MGM Grand Hotel_ Inc. v. Imperial Glass Co._ 533 F.2d 4.pdf; Interstate Commer. Bldg. Servs. v. Bank of Am. Nat_I Tr.pdf

We did some preliminary research. Please review and we will discuss. Please note the MGM case. I will discuss some other approaches, but we are still researching.

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Tuesday, November 14, 2017 12:59 PM
To: Ashley Ferrel
Cc: Daniel Simon
Subject: Re: NRS 624- Contractors

Seems to be kind of related but we did not bid etc nor joint venture etc.

Brian Edgeworth

On Nov 14, 2017, at 12:33 PM, Ashley Ferrel <Ashley@SIMONLAWLV.COM> wrote:

The statutes Parker was arguing from today were from NRS 624. Specifically he was arguing about 624.700 and 624.710.

I have attached the entire chapter hereto.

Ashley M. Ferrel, Esq.

Simon Law

810 S. Casino Center Blvd.
Las Vegas, NV 89101
Phone (702) 364-1650
Facsimile (702) 364-1655

<NRS_ CHAPTER 624 - CONTRACTORS.pdf>

Daniel Simon

From: Ashley Ferrel
Sent: Monday, November 13, 2017 1:52 PM
To: Daniel Simon
Subject: RE: Interesting points to pursue

No. And I just tried to get on Pacer for the Central District of California and the website is currently unavailable. It says to try back after 3pm, so I will.

From: Daniel Simon
Sent: Monday, November 13, 2017 1:49 PM
To: Ashley Ferrel
Subject: RE: Interesting points to pursue

Are there attachments to the complaint?

From: Ashley Ferrel
Sent: Monday, November 13, 2017 1:36 PM
To: Daniel Simon <dan@simonlawlv.com>
Subject: RE: Interesting points to pursue

Yes. Attached hereto.

From: Daniel Simon
Sent: Monday, November 13, 2017 1:32 PM
To: Ashley Ferrel
Subject: FW: Interesting points to pursue

Do you have this document?

From: Brian Edgeworth [<mailto:brian@pediped.com>]
Sent: Monday, November 13, 2017 12:04 PM
To: Daniel Simon <dan@simonlawlv.com>; Ashley Ferrel <Ashley@SIMONLAWLV.COM>
Subject: Interesting points to pursue

If you read page 5-7 of this court filing you will see that Viking is very deceptive when they contrast "harolds letter" with "actual truth". They actually answer different questions especially when reference to link size of the VK456 vs VK457.

There are also a LOT of documents referenced in here sent to UL and Fire Marshals etc that we do not have.

Daniel Simon

From: Ashley Ferrel
Sent: Monday, November 13, 2017 1:36 PM
To: Daniel Simon
Subject: RE: Interesting points to pursue
Attachments: Viking SupplyNet v. Harold Rogers.pdf

Yes. Attached hereto.

From: Daniel Simon
Sent: Monday, November 13, 2017 1:32 PM
To: Ashley Ferrel
Subject: FW: Interesting points to pursue

Do you have this document?

From: Brian Edgeworth [<mailto:brian@pediped.com>]
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Daniel Simon

From: Daniel Simon
Sent: Monday, November 13, 2017 1:32 PM
To: Ashley Ferrel
Subject: FW: Interesting points to pursue
Attachments: message.txt

Do you have this document?

From: Brian Edgeworth [mailto:brian@pediped.com]
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There are also a LOT of documents referenced in here sent to UL and Fire Marshals etc that we do not have.

Daniel Simon

From: Daniel Simon
Sent: Monday, November 13, 2017 1:30 PM
To: 'Brian Edgeworth'
Subject: RE: Crane

We will have him do another supp if he stays in the case.

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Monday, November 13, 2017 1:30 PM
To: Daniel Simon <dan@simonlawlv.com>
Subject: RE: Crane

Also, should crane comment on the emails about Viking publishing Viking reports under a third party Fire Engineer's name?

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Monday, November 13, 2017 1:07 PM
To: Brian Edgeworth <brian@pediped.com>
Subject: RE: Crane

Please send attachment again, my firewall got it

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Monday, November 13, 2017 12:32 PM
To: Daniel Simon <dan@simonlawlv.com>
Subject: Crane

You may want to send Crane this case too since Viking reiterates some of the VK456 / VK457 assertions in this court filing.

Would not take crane too long to read it. There are typos in Crane's letter VKG457 vs VK457.

Daniel Simon

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Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 13, 2017 1:24 PM
To: Daniel Simon
Subject: FW: Crane
Attachments: message.txt

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Would not take crane too long to read it. There are typos in Crane's letter VKG457 vs VK457.

Daniel Simon

From: Faxes
Sent: Monday, November 13, 2017 12:20 PM
To: Brian Edgeworth (brian@pediped.com)
Subject: FW:
Attachments: doc20171113110655.pdf

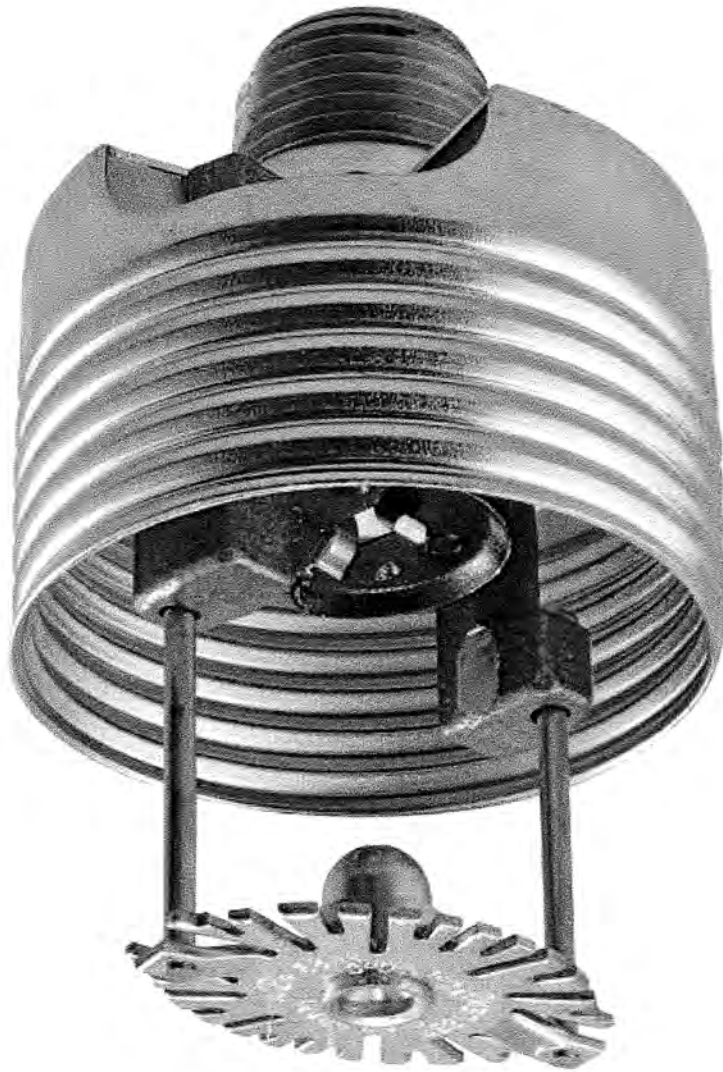
-----Original Message-----

From: Scanner
Sent: Monday, November 13, 2017 11:10 AM
To: Faxes <Faxes@SIMONLAWLV.COM>
Subject:

TASKalfa 7052ci
[00:17:c8:4c:91:3c]

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 13, 2017 12:06 PM
To: Ashley Ferrel; Daniel Simon
Subject: Picture of VK456. Note the Fusible Link.....



LODS014762

SIMONEH0001731

P000578

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 13, 2017 12:04 PM
To: Daniel Simon; Ashley Ferrel
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Attachments: message.txt

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There are also a LOT of documents referenced in here sent to UL and Fire Marshals etc that we do not have.

Daniel Simon

From: Daniel Simon
Sent: Monday, November 13, 2017 11:07 AM
To: 'Brian Edgeworth'; Ashley Ferrel
Subject: RE: Hearing Tomorrow

9:00 am Regional Justice Center 200 Lewis Ave, Department 10

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Monday, November 13, 2017 10:59 AM
To: Daniel Simon <dan@simonlawlv.com>; Ashley Ferrel <Ashley@SIMONLAWLV.COM>
Subject: RE: Hearing Tomorrow

What time and where? I think I may be too fat to button my jacket though. Ange has suitable clothes.

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Monday, November 13, 2017 10:57 AM
To: Brian Edgeworth <brian@pediped.com>; Ashley Ferrel <Ashley@SIMONLAWLV.COM>
Subject: RE: Hearing Tomorrow

I am not sure. It does show that it is important and if she does entertain a settlement conference it also shows that you are present in the case and they are not. It may or may not matter though.

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Monday, November 13, 2017 10:54 AM
To: Daniel Simon <dan@simonlawlv.com>; Ashley Ferrel <Ashley@SIMONLAWLV.COM>
Subject: RE: Hearing Tomorrow

I mean would the judge ask us questions?

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Monday, November 13, 2017 10:54 AM
To: Brian Edgeworth <brian@pediped.com>; Ashley Ferrel <Ashley@SIMONLAWLV.COM>
Subject: RE: Hearing Tomorrow

You are welcome to attend.

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Monday, November 13, 2017 10:40 AM
To: Ashley Ferrel <Ashley@SIMONLAWLV.COM>; Daniel Simon <dan@simonlawlv.com>
Subject: Hearing Tomorrow

Should Angela and I attend this tomorrow?

We have a conference call with Harvard at 9 AM but it is group call by Harvard Business School detailing steps to help your kids stand out in the application process. It is not really important.

Angela can write and get notarized a letter stating she has been actively involved in each mediation and that she believes both McConnell and Pancoast have suborned perjury and should be punished for trying to destroy our family

LODS014764

SIMONEH0001733

P000580

financially while breaking criminal laws to help them do it. She believes that Viking has consistently engaged in fraud and its attorneys have helped cover it up. Because we have discovered this criminal behavior they are now trying to bankrupt us so that we cannot expose it to the public in court.

Daniel Simon

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Daniel Simon

From: Ashley Ferrel
Sent: Monday, November 13, 2017 10:25 AM
To: Brian Edgeworth; Daniel Simon
Subject: RE: Robert Edgeworth

Thanks Brian. I will add him to the ECC

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Monday, November 13, 2017 10:24 AM
To: Daniel Simon; Ashley Ferrel
Subject: Robert Edgeworth

Dr. Robert Edgeworth (Ph.D. Precision Engineering)
1817 W Amberwood Drive
Phoenix, AZ
85045

Rob worked at Intel for 15 years as did his wife Karen. We started KoinEdge (bitcoin company in may of 2013) but his wife's 8 year battle with cancer ended in November of 2013 and Rob quit Intel permanently sometime after that to deal with the loss. He spent much of his time at our house and would stay for months and would work on Koinedge. He was there throughout the summer in question and was in the house frequently and knows how cool it was in there. He has also done research papers, product research and development, production studies and knows what is required to meet "peer reviewable" status.

Daniel Simon

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Daniel Simon

From: Daniel Simon
Sent: Monday, November 13, 2017 9:56 AM
To: 'Brian Edgeworth'
Subject: RE: Supp 17 and 18

I think I already have that in there as he admitted that in our depo, but go ahead and send what you have if it is handy. If not, not really that important.

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Monday, November 13, 2017 8:48 AM
To: Daniel Simon <dan@simonlawlv.com>
Subject: Supp 17 and 18

Supp 17 appears that the document search and hold that you asked Viking to produce was never really done. They did a recent document search but I do not see any of the searches or document holds they did for our lawsuit. Also their searches of email would NEVER find all the documents related to this because they searched for VK457 AND activation. If they searched for "OR" they would find a lot more documents.

Supp 18. I do not really understand. Does this mean that Zurich only pays \$1 Million per occurrence? I really do not understand how to read insurance policies.

Lastly, for tomorrow, do you need any pages from Carnahan's FSS/Thorpe depo where he states that the screw being overtightened is likely the reason that one sprinkler failed while others did not in the same house? That would rebut Sia's argument.

Daniel Simon

From: Daniel Simon
Sent: Monday, November 13, 2017 9:53 AM
To: 'Brian Edgeworth'
Subject: RE: Viking Motion for Settlement Conference on OST- NOT Signed

Agreed. Send me your brothers info and we will add him

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Monday, November 13, 2017 9:48 AM
To: Daniel Simon <dan@simonlawlv.com>; Ashley Ferrel <Ashley@SIMONLAWLV.COM>
Cc: 'Angela Edgeworth' <angela.edgeworth@pediped.com>
Subject: RE: Viking Motion for Settlement Conference on OST- NOT Signed

I object and feel this is just another tactic by the defendant to bankrupt the edgeworths which I believe is their ONLY defense strategy. These mediations costs me tens of thousands in legal preparation for my two counsels to sit through each day.

Insinuating that my wife is not involved in the settlement is asinine. Ask the mediator. She has responded to every offer and been involved on both days. Having both of us sit there is a complete waste of time and meant as further harassment by the defense. Each of us individually are allowed to sign and commit AMG to anything. I can check with Mark Katz but I believe the same is true with Edgeworth Family Trust.

We could agree with this but then I would expect the CEO of Zurich Insurance, the CEO of Viking Group and the Managing Directors of MiniMax to also be there. They are the decision makers and ultimately the responsible people for the hidden evidence and perjury. Why should both of us be there and not them?

We are busy people. We have two young daughters, own and run five companies and do not have time for both of us to sit around while Zurich plays games. If they are serious, they should be willing to have their CEOs there too.

What perspective would a jurist have over the mediator? And what does it mean that she wants a "judge" to review the previous negotiations?

Angela and I can appear in court tomorrow but this is outrageous and ANOTHER attempt to fleece us out of more money.

Can we add my brother to the witness list? He was there frequently during the construction, has a PhD in Precision Engineering and worked for Intel corp in precision measurements of materials for Intel Corp. He was constantly in the house in the summer in question too and can adamantly state it never got to 100F.

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Monday, November 13, 2017 9:23 AM
To: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Subject: FW: Viking Motion for Settlement Conference on OST- NOT Signed

From: Ashley Ferrel

Sent: Monday, November 13, 2017 9:20 AM

To: Daniel Simon <dan@simonlawlv.com>

Cc: Janelle <Janelle@SIMONLAWLV.COM>

Subject: Viking Motion for Settlement Conference on OST- NOT Signed

Janet served this Motion THIS morning at 8am and wants it set for tomorrow morning in front of the Judge during the MSJ and Carnahan Motion.

The Motion just basically says that they think a judge with his "jurist perspective may help bridge the present gap in the negotiations." Floyd agreed to participate in the Settlement Conference to provide the background information on the issues from the 2 mediations and he is willing to come to the Courthouse for the Settlement Conference.

Oh and they want Angela Edgeworth there too b/c EFT and AG are jointly owned by Brian and Angela.

Lastly, they want all rulings on Motions pending stayed until after a settlement conference.

Ashley M. Ferrel, Esq.

Simon Law

810 S. Casino Center Blvd.

Las Vegas, NV 89101

Phone (702) 364-1650

Facsimile (702) 364-1655

Daniel Simon

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Sent: Monday, November 13, 2017 9:48 AM
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Cc: 'Angela Edgeworth'
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Subject: FW: Viking Motion for Settlement Conference on OST- NOT Signed

From: Ashley Ferrel
Sent: Monday, November 13, 2017 9:20 AM
To: Daniel Simon <dan@simonlawlv.com>
Cc: Janelle <Janelle@SIMONLAWLV.COM>
Subject: Viking Motion for Settlement Conference on OST- NOT Signed

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Facsimile (702) 364-1655

Daniel Simon

From: Daniel Simon
Sent: Monday, November 13, 2017 9:23 AM
To: Brian Edgeworth (brian@pediped.com)
Subject: FW: Viking Motion for Settlement Conference on OST- NOT Signed
Attachments: Viking motion for Settlement Conference and to Stay Rulings.pdf

From: Ashley Ferrel
Sent: Monday, November 13, 2017 9:20 AM
To: Daniel Simon <dan@simonlawlv.com>
Cc: Janelle <Janelle@SIMONLAWLV.COM>
Subject: Viking Motion for Settlement Conference on OST- NOT Signed

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Facsimile (702) 364-1655

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 13, 2017 8:58 AM
To: Ashley Ferrel; Daniel Simon
Subject: Supplemental 18

While I do not understand the entire policy and the legal words, I thought this new section in 2016 was interesting.

Maybe we should push the questions about product recall and what would force one with UL and any other regulatory officials.

This certainly explains why in 2016 that Jeff Norton would lie to the California investigators since they could start a recall process.

Product Recall Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	
AUC 0144193 00	01/01/2016	01/01/2017	

Named Insured and Mailing Address:

Viking Group, Inc.
3033 Orchard Vista Drive SE, Suite 308
Grand Rapids, MI 49546

Producer:

Aon Risk Insur
100 Bayview Ci
Newporst Beach

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CA

SECTION IV. EXCLUSIONS, Exclusion C. 7. PRODUCT RECALL is delet
to **SECTION IV. EXCLUSIONS**, paragraph A.:

PRODUCT RECALL

Under **Coverage A** and **Coverage B** this policy does not apply to damages claim
others for the loss of use, withdrawal, recall, inspection, repair, replacement, adju

- 1. Your product;**
- 2. Your work; or**
- 3. Impaired property;**

If such product, work or property is withdrawn or recalled from the market or fi
known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 13, 2017 8:48 AM
To: Daniel Simon
Subject: Supp 17 and 18

Supp 17 appears that the document search and hold that you asked Viking to produce was never really done. They did a recent document search but I do not see any of the searches or document holds they did for our lawsuit. Also their searches of email would NEVER find all the documents related to this because they searched for VK457 AND activation. If they searched for "OR" they would find a lot more documents.

Supp 18. I do not really understand. Does this mean that Zurich only pays \$1 Million per occurrence? I really do not understand how to read insurance policies.

Lastly, for tomorrow, do you need any pages from Carnahan's FSS/Thorpe depo where he states that the screw being overtightened is likely the reason that one sprinkler failed while others did not in the same house? That would rebut Sia's argument.

Daniel Simon

From: Daniel Simon
Sent: Monday, November 13, 2017 7:58 AM
To: Brian Edgeworth
Subject: Re: Bubble London, January 2018

Wrong Rudy

On Nov 13, 2017, at 7:12 AM, Brian Edgeworth <brian@pediped.com> wrote:

Brian Edgeworth

Begin forwarded message:

From: "Charlie (Bubble)"
<Charlie.Cufley@bubblelondon.com<<mailto:Charlie.Cufley@bubblelondon.com>>>
Date: November 13, 2017 at 6:10:23 AM PST
To: "rudy@pediped.com<<mailto:rudy@pediped.com>>"
<rudy@pediped.com<<mailto:rudy@pediped.com>>>
Subject: Bubble London, January 2018

Hello Rudy,

How are you?

I wanted to introduce myself as I am part of the new Bubble London team and will be working with all of the brands for 2018.

I do apologise because I understand that you already informed us back in the summer that you don't wish to return for 2018, but I wanted to let you know we have opened up buyer registration over the last 2 weeks and we have already had a number of customers request to see you at the show on their brand 'wish list', which is good news.

I will leave this with you now Rudy, but if there is anything we can do to help, or if you would like to discuss the show at all, please just drop me a line.

Best Regards,
Charlie

Charlie Cufley
Bubble London
105 Salusbury Road | London | NW6 6RG
T:+44 (0)207 596 5029
M:+44 (0)7387 418 509

LODS014782

SIMONEH0001751

P000598

E: charlie.cufley@bubblelondon.com<<mailto:charlie.cufley@bubblelondon.com>> W:
www.bubblelondon.com<<http://www.bubblelondon.com/>>

<image001.jpg>

Follow us on:

<image002.jpg>

<image003.jpg>

<image004.jpg>

<image005.jpg>

This email was sent by ITE Group plc, which is registered in England and Wales (registration number: 1927339). The company's registered office is 105 Salusbury Road, London, NW6 6RG, UK. Its VAT registration number is: 676 0374 20. ITE Group plc's service provider is: Exponential-e Limited, Frazer House, 32-38 Leman Street, London, E1 8EW, UK. Company registration number 4499567. Exponential is a member of ISPA, the Internet Service Providers Association. ITE Group plc accepts no liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. This email has been checked for viruses. However, computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. ITE Group plc accepts no liability for any damage caused by any viruses transmitted by this email.

<Bubble Fact File_July 17.pdf>

<Working Plan 10th Nov.pdf>

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 13, 2017 7:12 AM
To: Daniel Simon
Subject: Fwd: Bubble London, January 2018
Attachments: image001.jpg; ATT00001.htm; image002.jpg; ATT00002.htm; image003.jpg; ATT00003.htm; image004.jpg; ATT00004.htm; image005.jpg; ATT00005.htm; Bubble Fact File_July 17.pdf; ATT00006.htm; Working Plan 10th Nov.pdf; ATT00007.htm

Brian Edgeworth

Begin forwarded message:

From: "Charlie (Bubble)" <Charlie.Cufley@bubblelondon.com>
Date: November 13, 2017 at 6:10:23 AM PST
To: "rudy@pediped.com" <rudy@pediped.com>
Subject: Bubble London, January 2018

Hello Rudy,

How are you?

I wanted to introduce myself as I am part of the new Bubble London team and will be working with all of the brands for 2018.

I do apologise because I understand that you already informed us back in the summer that you don't wish to return for 2018, but I wanted to let you know we have opened up buyer registration over the last 2 weeks and we have already had a number of customers request to see you at the show on their brand 'wish list', which is good news.

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T: +44 (0)207 596 5029
M: +44 (0)7387 418 509
E: charlie.cufley@bubblelondon.com W: www.bubblelondon.com

Daniel Simon

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

We agree. He should of proposed 5

Brian Edgeworth

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

Begin forwarded message:

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

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

<mediator proposal 11-10-17.pdf>

Daniel Simon

From: Daniel Simon
Sent: Saturday, November 11, 2017 10:05 AM
To: Brian Edgeworth
Subject: Fwd: Edgeworth v Viking and Lange Plumbint
Attachments: mediator proposal 11-10-17.pdf, ATT00001.htm

Begin forwarded message:

From: "Floyd A. Hale" <fhale@floydhale.com>
Date: November 10, 2017 at 3:39:45 PM PST
To: <dan@danielsimonlaw.com>, <janet.pancoast@zurichna.com>, <mcconnell@mmrs-law.com>, <robinson@mmrs-law.com>
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From: Daniel Simon
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Begin forwarded message:

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Subject: Edgeworth v Viking and Lange Plumbint

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

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Thursday, November 09, 2017 5:18 PM
To: Daniel Simon
Subject: Some thoughts of why punitive could be over 100 MM
Attachments: Document7.docx

Daniel Simon

From: Daniel Simon
Sent: Thursday, November 09, 2017 5:08 PM
To: Brian Edgeworth (brian@pediped.com)
Subject: Emailing: Zurich 11-09-17 Reply
Attachments: Zurich 11-09-17 Reply.pdf

Your message is ready to be sent with the following file or link attachments:

Zurich 11-09-17 Reply

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Daniel Simon

From: Daniel Simon
Sent: Tuesday, November 07, 2017 12:25 PM
To: Brian Edgeworth
Subject: Re: Fehr

Not yet

On Nov 7, 2017, at 12:19 PM, Brian Edgeworth <brian@pediped.com> wrote:

Viking canceled it correct?

Not Lange? Lange did not pull him as an expert did they?

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Tuesday, November 07, 2017 12:20 PM
To: Daniel Simon
Subject: Fehr

Viking canceled it correct?
Not Lange? Lange did not pull him as an expert did they?

Daniel Simon

From: Daniel Simon
Sent: Tuesday, November 07, 2017 12:18 PM
To: Brian Edgeworth
Subject: Re: RE:

They just cancelled it

On Nov 7, 2017, at 12:07 PM, Brian Edgeworth <brian@pediped.com> wrote:

They trying to save money since there is really nothing for them to ask him?

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

From: Daniel Simon [<mailto:dan@simonlawlv.com>]
Sent: Tuesday, November 07, 2017 12:06 PM
To: Brian Edgeworth <brian@pediped.com>
Subject:

<https://nevada.tylerhost.net/ServeDocument.ashx?ADMIN=0&SID=0bd20f0d-2c11-4964-aba5-57bd838ff902&RID=47a7dc8d-e99a-4ef5-be7a-008c53a835e2>

Daniel Simon

rom: Brian Edgeworth <brian@pediped.com>
Sent: Tuesday, November 07, 2017 12:07 PM
To: Daniel Simon
Subject: RE:

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From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Tuesday, November 07, 2017 12:06 PM
To: Brian Edgeworth <brian@pediped.com>
Subject:

<https://nevada.tylerhost.net/ServeDocument.ashx?ADMIN=0&SID=0bd20f0d-2c11-4964-aba5-57bd838ff902&RID=47a7dc8d-e99a-4ef5-be7a-008c53a835e2>

Daniel Simon

From: Daniel Simon
Sent: Tuesday, November 07, 2017 12:06 PM
To: Brian Edgeworth
Attachments: Notice of Depo - Fehr OFF CALENDAR.pdf; ATT00001.txt

<https://nevada.tylerhost.net/ServeDocument.ashx?ADMIN=0&SID=0bd20f0d-2c11-4964-aba5-57bd838ff902&RID=47a7dc8d-e99a-4ef5-be7a-008c53a835e2>

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 06, 2017 3:44 PM
To: Daniel Simon
Subject: RE: Viking's 17th ECC Supplement

I saw this shit.

Given the search term using VK457 "AND" activation instead of "OR", there would be TONS of emails missed. This is complete bullshit.

And they never searched universally, they put in in EXTRA variables like FSS or Thorpe limiting it even more.

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Monday, November 06, 2017 3:41 PM
To: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Subject: FW: Viking's 17th ECC Supplement

From: Ashley Ferrel
Sent: Monday, November 06, 2017 12:23 PM
To: Daniel Simon <dan@simonlawlv.com>
Subject: Viking's 17th ECC Supplement

Attached and Saved in WPDocs and Uploaded into Dropbox. They just supplemented this and the description is "Temperature dot documents"

It has a bunch of pictures of dots, but also includes the Electronic Discovery Hold for the FSS and Thorpe case, but what I thought was interesting was on VKG680, it has "Second Request form Scott Martorano as of 9/7/2017- All emails after the previous search was completed that have the terms V457 activation"

- ➔ Why is this only being done on 9/7/17? (Especially if the FSS/Thorpe cases are settled)
- ➔ If they do the exact search as put in this bulletin, NOTHING will come up b/c it says "V457 activation"
- ➔ Why isn't this a VIKZ document and a VKG document? Any significance?

Ashley M. Ferrel, Esq.

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Las Vegas, NV 89101
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Facsimile (702) 364-1655

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 06, 2017 3:42 PM
To: Daniel Simon; Ashley Ferrel
Subject: Carnahan - Admits he cannot tell Load Creep from Heat Creep
Attachments: 2595_001.pdf

There are tons of pages of Carnahans FSS Depo where he states that he is relying on the 12LB LOL from UL and his testing showing he cannot get above that LOL. There is also stuff stating he has never seen a sprinkler made other than one day a few years ago.

BUT, I think this is enough to exclude him.

1. States he cannot tell difference looking at the link whether it happened from too much load or heat.
2. Since we CANNOT measure the ACTUAL load on link of my failed sprinklers NO ONE can testify it was anything. Doing testing now does not match what it might have been. The screw might have gotten lodged and not deflected the spring 0.03" and instead transferred the load only to the link. No one knows. So how can he testify?

Daniel Simon

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Daniel Simon

From: Daniel Simon
Sent: Monday, November 06, 2017 3:40 PM
To: Brian Edgeworth (brian@pediped.com)
Subject: FW: Viking's 17th ECC Supplement
Attachments: ECC 171106 Edgeworth 17th Supp ECC.pdf; EXH 171106 17th Supp VKG 653 - VKG 683.pdf

From: Ashley Ferrel
Sent: Monday, November 06, 2017 12:23 PM
To: Daniel Simon <dan@simonlawlv.com>
Subject: Viking's 17th ECC Supplement

Attached and Saved in WPDocs and Uploaded into Dropbox. They just supplemented this and the description is "Temperature dot documents"

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Ashley M. Ferrel, Esq.

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Phone (702) 364-1650
Facsimile (702) 364-1655

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 06, 2017 3:16 PM
To: Daniel Simon
Subject: RE: for your review

Page 8, line 22 You say they are different load on link tests than UL does. I thought carnahan testified that he did not know how UL tests load on link?

Also, the 12LB is kind of confusing. Maybe you should state that the MAXIMUM load on link is 12LBs stated by Viking but there is no test ever supporting that claim and there are actually tests supporting that it is 6.73LBS (the max for VK456) or LOWER. Most notably the hang test that Viking performs on the VK457 links is 75LBS for 100 hours. UL 1626, 15 dictates a hang test of 100 hours at 15 TIMES the maximum design load of the link which suggests the VK457 link Maximum load is only 5LBs by Viking's own test doctrine.

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Monday, November 06, 2017 2:58 PM
To: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Subject: for your review

Daniel Simon

From: Daniel Simon
Sent: Monday, November 06, 2017 2:58 PM
To: Brian Edgeworth (brian@pediped.com)
Subject: for your review
Attachments: Reply to MIL to Exclude Carnahan

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Monday, November 06, 2017 8:39 AM
To: Daniel Simon
Subject: RE: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s) for filing Reply - RPLY, Envelope Number: 1720911

I read all three of these already.

Two of them seem like slam dunk wins.

One of them, I was not sure how the court would decide – The one where we are asking for the Depos in other cases.

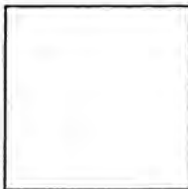
I do think we will find some juicy perjury if we get our hands on those depositions,

Anything back from our friends at UL?

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Monday, November 06, 2017 8:36 AM
To: Brian Edgeworth <brian@pediped.com>
Subject: Fwd: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s) for filing Reply - RPLY, Envelope Number: 1720911

Begin forwarded message:

From: <efilingmail@tylerhost.net>
Date: November 6, 2017 at 8:11:50 AM PST
To: <dan@danielsimonlaw.com>
Subject: Notification of Service for Case: A-16-738444-C, Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s) for filing Reply - RPLY, Envelope Number: 1720911



Notification of Service

Case Number: A-16-738444-C
Case Style: Edgeworth Family Trust
Plaintiff(s) vs. Lange Plumbing, L.L.C.
Defendant(s)
Envelope Number: 1720911

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-16-738444-C

Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/3/2017 4:20 PM PST
Filing Type	Reply - RPLY
Filing Description	Reply to Viking's Opposition to Plaintiffs' Motion to Reconsider Order Granting the Viking Defendants' Motions to Associate Counsel
Filed By	Daniel Simon
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Case Number	A-16-738444-C
Case Style	Edgeworth Family Trust, Plaintiff(s)vs.Lange Plumbing, L.L.C., Defendant(s)
Date/Time Submitted	11/3/2017 4:20 PM PST
Filing Type	Reply - RPLY
Filing Description	Reply to Viking's Opposition to Plaintiffs' Motion to Reconsider Order Granting the Viking Defendants' Motions to Associate Counsel
Filed By	Daniel Simon
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