

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 JONES,
DISTRICT JUDGE, DEPT. 10,

Respondents,

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

Real Parties in Interest.

Supreme Court Case No. 84159
Electronically Filed
Mar 11 2022 03:05 p.m.
Elizabeth A. Brown
(District Court A-16-738444-C)
Consolidated with
A-16-738444-C)

**APPENDIX TO ANSWER OF RESPONDENTS TO WRIT OF MANDAMUS
TO RELEASE CLIENT FUNDS IN EXCESS OF ADJUDICATED LIEN
AMOUNT AND TO RELEASE THE COMPLETE CLIENT FILE**

VOLUME I OF III

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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST,

Plaintiff,

vs.

LANGE PLUMBING, LLC,

Defendant.

CASE NO. A-16-738444-C

DEPT. X

BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE

TUESDAY, FEBRUARY 20, 2018

**RECORDER'S PARTIAL TRANSCRIPT OF HEARING
STATUS CHECK: SETTLEMENT DOCUMENTS
DEFENDANT DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO
ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL
SIMON PC; ORDER SHORTENING TIME**

APPEARANCES:

For the Plaintiff:

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

For the Defendant:

THEODORE PARKER, ESQ.

For Daniel Simon:

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

For the Viking Entities:

JANET C. PANCOAST, ESQ.

Also Present:

DANIEL SIMON, ESQ.

RECORDED BY: VICTORIA BOYD, COURT RECORDER

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Las Vegas, Nevada, Tuesday, February 20, 2018

[Case called at 9:28 a.m.]

THE COURT: Okay, let me just call the case. Let me get to my notes. A7384444, Edgeworth Family Trust versus Lange Plumbing, LLC.

MR. CHRISTENSEN: Good morning, Your Honor. Jim Christensen on behalf of the Daniel Simon Law firm.

THE COURT: Okay.

MR. CHRISTIANSEN: Pete Christiansen on behalf of the same, Your Honor.

MS. PANCOAST: Janet Pancoast in behalf of the Viking Entities.

THE COURT: Okay.

MR. PARKER: Good morning. Theodore Parker on behalf of Lange Plumbing.

THE COURT: Okay.

MR. GREENE: And John Greene and Bob Vannah for the Edgeworth Entities.

THE COURT: Okay. So, the first thing up is the status check on the settlement documents. Have we done all the necessary dismissals, settlement agreements?

MR. SIMON: I have two --

THE COURT: Mr. Simon?

MR. SIMON: Yes and no, Your Honor.

1 THE COURT: Okay.

2 MR. SIMON: I have two issues. The Edgeworth's have
3 signed the releases.

4 THE COURT: Okay.

5 MR. SIMON: Mr. Vannah and Mr. Greene did not, even
6 though -- there wasn't -- their name wasn't as to the form of content.

7 THE COURT: Okay.

8 MR. SIMON: But I didn't sign it because I didn't go over the
9 release with them, so I think they need to sign as to form of content.
10 That's what they did, I think with the Viking release. So if they want to
11 sign in that spot, I think that release will be complete. Mr. Parker's client
12 still has not signed the release, it's a mutual release. So, depending on
13 whether you guys have any issues waiting on that, on Mr. Parker's
14 word --

15 THE COURT: Mr. Vannah?

16 MR. SIMON: -- that they'll sign that.

17 MR. VANNAH: Why do we have to have anything on form
18 and content? That is not required, it's for the lawyers to sign.

19 MR. SIMON: Then if --

20 MR. VANNAH: -- I'm asking that question.

21 MR. SIMON: -- he's ok with that, then I'm fine with that.

22 MR. VANNAH: If you take out the form and content, I don't
23 know anything about the case, and I want -- I don't know anything about
24 the case -- I mean, we're not involved in a case. You understand that,
25 Teddy?

1 MR. PARKER: I do.

2 MR. VANNAH: We -- we're not involved a case in any way,
3 shape, or form.

4 MR. PARKER: This is my concern, Bob, the -- when we sent
5 over the settlement agreement that we prepared -- our office prepared
6 the -- prepared it, we worked back and forth trying to get everything right
7 and getting the numbers right. Once we did that, I learned that Mr.
8 Vannah's office was involved in the advising and counseling the
9 Plaintiffs.

10 THE COURT: Right.

11 MR. PARKER: So then, I was informed by Mr. Simon that Mr.
12 Vannah was going to talk to the Plaintiff directly, and then once that's
13 done, we'd eventually get the release back, if everything was fine. I got
14 notice that it was signed, but I did not see approved as the form of
15 content, and so Mr. Simon explained to me that because the discussion
16 went between the Plaintiffs and Mr. Vannah, that he thought it was
17 appropriate for Mr. Vannah to sign as form and content. Which I don't
18 disagree since he would have counseled the client on the
19 appropriateness of the documents.

20 THE COURT: Well I don't necessarily disagree with that
21 either because based on everything that's happened up to this point, it's
22 my understanding that, basically anything that's being resolved between
23 Mr. Simon and the Edgeworths is running through Mr. Vannah.

24 MR. PARKER: Exactly. And --

25 THE COURT: And that was my understanding from the last

1 hearing that we had, so I don't --

2 MR. VANNAH: I don't have a big deal with it.

3 THE COURT: Okay.

4 MR. VANNAH: It's not -- I just don't understand why, but I
5 don't care, I'll sign it.

6 THE COURT: Well now, Mr. Vannah, I'm just saying, based
7 on everything that's happened up to this point, and now that --

8 MR. VANNAH: It's trivial --

9 THE COURT: Yes.

10 MR. VANNAH: -- I don't care. It's not worth --

11 THE COURT: Okay.

12 MR. VANNAH: -- debating over it, so I'll just sign it.

13 MR. PARKER: Your Honor, while Mr. Vannah is signing both
14 those documents, there's two releases, and I'm sure he's aware of them.
15 I actually brought the check for \$100,000 and I wanted to do it in open
16 court provided to Mr. Simon, Mr. Vannah, Mr. Greene, whoever wants it.
17 Whoever wants the \$100,000, I'm here to provide it.

18 THE COURT: Well, Mr. Parker --

19 MR. PARKER: I'll just put it on --

20 THE COURT: -- if you just giving --

21 MR. PARKER: -- the --

22 THE COURT: -- out a \$100,000, I want it.

23 MR. PARKER: -- I'll put it on the podium. It seems to be the
24 Swiss neutral area. Whoever wants it can pick it up, but I am providing it
25 in open court.

1 THE COURT: Okay. And so is everyone acknowledging --

2 MR. PARKER: And here's the --

3 THE COURT: -- that Mr. Parker is --

4 MR. PARKER: -- receipt of check.

5 THE COURT: -- providing the check?

6 MR. VANNAH: The only problem I have with it Teddy, is it

7 says, Simon Law, I don't think --

8 MR. PARKER: You can --

9 MR. VANNAH: -- I should --

10 MR. PARKER: -- scratch that out.

11 MR. VANNAH: Okay.

12 MR. PARKER: And this -- certainly I know you very well --

13 MR. VANNAH: You do, you do.

14 MR. PARKER: -- and your firm very well.

15 MR. VANNAH: No problem.

16 MR. PARKER: I got the acknowledgement of the receipt of
17 check. You guys can just sign one for you and one for me.

18 MR. VANNAH: No problem, I can do that.

19 MR. PARKER: The other thing, Your Honor, is as soon as we
20 get this back, I'll get it signed by Lange Plumbing and then provided full
21 copies to everyone. And then, I think we have the stipulation order for
22 dismissal that we have to do.

23 THE COURT: And there was a sign -- an order that was sent
24 by Ms. Pancoast to chambers, but Mr. Parker it was not signed by you.

25 MR. PARKER: No, it was not. I was out of town, I --

1 THE COURT: Okay.

2 MR. PARKER: -- believe.

3 THE COURT: Okay. And I believed that you needed to sign.

4 MR. PARKER: And I have no problems signing it. But I think I

5 spoke with Ms. Pancoast and --

6 THE COURT: Okay.

7 MR. PARKER: -- said I was fine with it.

8 MS. PANCOAST: Yes.

9 MR. PARKER: So, she may of sent it because if that.

10 THE COURT: Okay. And I think it was sent while Mr. Parker

11 was out of town--

12 MS. PANCOAST: Yes --

13 MR. PARKER: That's correct.

14 THE COURT: -- and I believe my law clerk --

15 MS. PANCOAST: -- and it was delayed --

16 THE COURT: -- contacted you.

17 MS. PANCOAST: -- it was on route so I just --

18 MR. PARKER: Is that the same one Janet? Same one I just

19 signed?

20 MS. PANCOAST: No, this is the stipulation for dismissal.

21 MR. PARKER: Is it the order for good faith settlement? Is

22 that --

23 THE COURT: Yes.

24 MR. PARKER: -- the one you are speaking of?

25 MS. PANCOAST: Yes, that's the one.

1 THE COURT: Yes.

2 MR. PARKER: Yes. I think I told Ms. Pancoast that is was
3 fine with me. I -- especially since we were able to discuss it on the
4 record, thanks.

5 THE COURT: Okay. Okay. So, Ms. Pancoast have you -- so
6 Mr. Parker, do you think you need to sign or are you comfortable with
7 the record that was made in open court?

8 MR. PARKER: I think that's it for me, Your Honor.

9 THE COURT: Okay. Okay, so Ms. Pancoast if you could
10 submit that order, did you get it back or do we still have it?

11 MS. PANCOAST: I haven't been in my office for three days. I
12 will check --

13 THE COURT: Okay.

14 MS. PANCOAST: -- Your Honor.

15 THE COURT: Okay.

16 MS. PANCOAST: And just call your chambers --

17 THE COURT: Okay.

18 MS. PANCOAST: -- and say hey, either we have --

19 THE COURT: Can you just follow up with my law clerk
20 because I think she is the one that reached out to you about that.

21 MS. PANCOAST: Yes. Sorry about that, I just -- we now
22 have a dismissal that's signed for dismissals prejudice of all claims of
23 the entire action. I would like to get Your Honor's signature on that if I
24 can.

25 MR. SIMON: I just want to --

1 MS. PANCOAST: Does anybody have objection to that?
2 MR. SIMON: I just want to make sure that Mr. Vannah does
3 not have an objection to --
4 MS. PANCOAST: Okay.
5 MR. SIMON: -- the stip. --
6 THE COURT: Okay.
7 MR. SIMON: -- and it's ok.
8 THE COURT: Mr. Vannah are you comfortable reviewing that
9 right now or do you need more time?
10 MR. VANNAH: No. That's fine. It's just a straight dismissal
11 right, Janet?
12 MS. PANCOAST: Yes. It's just dismissal, but there's all sorts
13 of cross claims and it's got all the cross claims and everything --
14 MR. VANNAH: Everything's fine?
15 MS. PANCOAST: -- it just --
16 MR. VANNAH: Fine, I'm fine with it.
17 MR. SIMON: The entire action now --
18 MR. VANNAH: Yes. I'm happy with it --
19 MR. SIMON: -- is what this is.
20 THE COURT: Okay.
21 MR. VANNAH: -- that's great.
22 THE COURT: Okay, so you're ok with that Mr. Vannah?
23 MR. VANNAH: Sure. Sure.
24 THE COURT: Okay, so --
25 MR. PARKER: May I approach?

1 THE COURT: -- Ms. Pancoast if you could approach, then I
2 will sign that.

3 So, Mr. Parker do you want a status check for the Lange
4 Plumbing to sign off on the --

5 MR. PARKER: No, no I'm --

6 THE COURT: Okay.

7 MR. PARKER: -- more than happy with this being the last
8 time, hopefully that we have to get together regarding the settlement
9 documents. I will --

10 THE COURT: Okay.

11 MR. PARKER: -- certainly have Mr. Lange of Lange Plumbing
12 sign them and I will get them copies to Mr. Simon as well as to Mr.
13 Vannah's office.

14 THE COURT: Okay, so is everybody comfortable that we
15 have all the necessary dismissals and settlement of documents signed,
16 except Langu Plumbing signing off on the last document, which Mr.
17 Parker will get and distribute to everyone?

18 MR. VANNAH: Yes.

19 THE COURT: Okay.

20 MS. PANCOAST: Your Honor, one clarification, since Mr.
21 Parker said in open court he has no objection to that Order on the
22 Motion for a Good Faith Settlement, do I need to track down his
23 signature? Or is this --

24 THE COURT: No, if Mister --

25 MR. PARKER: If you --

1 THE COURT: -- Parker's --
2 MR. PARKER: -- have it -- if you have it with you, I will sign it
3 right now. If the Court has it, I will sign it right now.
4 THE COURT: And let me see if I can -- can you email Sarah
5 and ask her? We'll get --
6 MR. PARKER: I'll sign it right here.
7 THE COURT: -- my law clerk to bring that in here, --
8 MR. PARKER: No problem.
9 THE COURT: -- and then we'll get you to sign it while you are
10 here --
11 MR. PARKER: Sounds great --
12 THE COURT: -- Mr. Parker.
13 MR. PARKER: -- Your Honor.
14 THE COURT: Okay. The next thing is Mister -- Defendant
15 Daniel -- as Simon doing business as Simon Law's Motion to Adjudicate
16 the Attorney Lien of the Law Office of Daniel Simon PC on the Order
17 Shorting Time. I did receive a supplement, Mr. Christensen that you
18 filed. Mr. Vannah, have you had an opportunity to review that? Mine is
19 not file stamped, I believe this was my courtesy copy, but I read it.
20 MR. VANNAH: Mr. Greene reviewed it, and can --
21 THE COURT: Okay, so you guys have had an opportunity to
22 review that?
23 MR. GREENE: Correct, Judge.
24 MR. CHRISTENSEN: It was electronically filed February 16th,
25 11:51 in the a.m. --

1 THE COURT: Okay.

2 MR. CHRISTENSEN: -- and served via the --

3 THE COURT: Okay. And I think it because --

4 MR. CHRISTENSEN: -- it was served.

5 THE COURT: -- it was Friday. I appreciate the courtesy copy

6 just to make sure that I got it because sometimes there's a little bit of a

7 delay in Odyssey. So, I appreciate it and I have read it.

8 MR. VANNAH: Did you want us to respond to it at all?

9 THE COURT: Well, I mean, this is -- that's up to you Mr.

10 Vannah did you want to respond to the supplement?

11 MR. VANNAH: We could as quickly, orally.

12 THE COURT: Okay.

13 MR. VANNAH: Mr. Greene would -- because he --

14 THE COURT: Okay, Mr. Greene.

15 MR. VANNAH: -- right? Explain why it's --

16 MR. GREENE: We just believe it's -- of course it's a rehash,

17 it's a -- it's just repainting the same car, Your Honor. We believe the

18 arguments have been adequately set forth. But even with the case law

19 seminar, it's different. This is a motion to seek attorney's fees for a

20 prevailing party, following litigation in which the parties decided to have a

21 bench trial.

22 Ours is different. Ours is a independent case seeking

23 damages from Mr. Simon and his law firm, for the breech of contract for

24 conversion, and it's based upon a Constitutional right to a trial by jury.

25 Article I, Section 3. Different apples and oranges, distinguishable case,

1 distinguishable facts. Be happy to brief it if you'd like. Simply wasn't
2 enough time this weekend to do that. But that's the thumbnail sketch.

3 THE COURT: Okay. Mr. Christensen, do you have any
4 response to that?

5 MR. CHRISTENSEN: Sure, Judge. We move for adjudication
6 under a statute. The statute is clear. The case law is clear. A couple of
7 times we've heard the right to jury trial, but they never established that
8 the statute is unconstitutional. They've never established that these are
9 exclusive remedies. And in fact, the statute implies that they are not
10 exclusive remedies. You can do both.

11 The citation of the *Hardy Jipson* case, is illustrated. If you look
12 through literally every single case in which there's a lien adjudication in
13 the state of Nevada, in which there is some sort of dispute, you -- the
14 Court can take evidence, via statements, affidavits, declarations under
15 Rule 43; or set an evidentiary hearing under Rule 43.

16 That's the method that you take to adjudicate any sort of a
17 disputed issue on an attorney lien. That's the route you take. The fact
18 that the *Hardy* case is a slightly different procedural setting doesn't
19 argue against or impact the effect of Rule 43. In fact, it reinforces it.
20 Just shows that's the route to take.

21 So, you know their -- they've taken this rather novel tact in
22 filing an independent action to try to thwart the adjudication of the lien
23 and try to impede the statute and they've supplied absolutely no
24 authority, no case law, no statute, no other law that says that that
25 actually works. They're just throwing it up on the wall and seeing if it'll

1 stick. And Judge, it won't stick. This is the way you resolve a fee
2 dispute under the lien.

3 Whatever happens next, if they want to continue on with the
4 suit, if they survive the Motion to Dismiss -- the anti-SLAPP Motion to
5 Dismiss, we'll see. That's a question for another day. But the question
6 of the lien adjudication is ripe, this Court has jurisdiction, and they don't
7 have a legal argument to stop it. So, we should do that.

8 If the Court wants to set a date for an evidentiary hearing, we
9 would like it within 30 days. Let's get this done. And then they can sit
10 back and take a look and see what their options are and decide on what
11 they want to do. But, there's nothing to stop that lien adjudication at this
12 time.

13 THE COURT: Okay. Well, I mean, basically this is what I'm
14 going to do in this case. I mean, it was represented last time we were
15 here, that this is something that both parties eagerly want to get this
16 resolved -- they want to get this issue resolved. So I'm ordering you
17 guys to go to a mandatory settlement conference in regards to the issue
18 on the lien. Tim Williams has agreed to do a settlement conference for
19 you guys, as well as Jerry Wiese has also agreed to do a settlement
20 conference.

21 So if you guys can get in touch with either of those two and set
22 up the settlement conference and then you can proceed through that,
23 and if it's not settled then we'll be back here.

24 Mister --

25 MR. PARKER: Your Honor, my own selfish concern here, my

1 client's -- my client believed that we were buying peace and
2 completeness of this whole situation, this case. The thought of having to
3 go through discovery in an unrelated or related matter is not appealing.
4 And in fact, I thought under Rule 18.015 that there is no additional
5 discovery that's actually undertaken.

6 I mean, I just got finished with a case that we tried, and we
7 had a very large attorney's fees, not as big as this one, but a large
8 attorney's fees award and the Court made a decision based upon what
9 was in front of the Court, not additional discovery and not additional
10 hearings, other than a hearing on the motion itself for attorney's fees.

11 The prospect of my client being subjected to discovery to
12 determine the reasonableness of a fees, when typically that's within the
13 providence of the Court, it does not -- is certainly not appealing to my
14 client and I don't see where it's required under the statute.

15 Perha -- I haven't read all of the briefing, so maybe there's
16 some case that Mr. Vannah and Mr. Greene is -- are aware of, but I've
17 never seen it done, other than the Court -- especially the Court having
18 being -- been familiar with the underlining -- on the underpinnings of the
19 case making that final decision without the benefit of additional
20 discovery. So hopefully the NSC works out for them, but I think that the
21 rule is fairly clear. I've not seen it done a different way.

22 THE COURT: Okay.

23 MR. PARKER: I don't know if that's beneficial to the Court or
24 not.

25 MS. PANCOAST: And --

1 MR. VANNAH: I'm not sure I understand the argument
2 because they're not involved in this fee dispute.

3 MS. PANCOAST: I certainly hope so. I'm -- It's been a --

4 MR. VANNAH: They're out of the case.

5 MS. PANCOAST: -- pleasure folks, but --

6 THE COURT: Yes. No, I mean, they're not --

7 MS. PANCOAST: -- I'm done.

8 THE COURT: -- involved in the fee dispute, but if it's my
9 understanding -- Mr. Parker correct me -- my understanding is what Mr.
10 Parker is saying is, if this fee dispute were to go to trial, which is what
11 you are requesting is a jury trial on that issue, that there's going -- and
12 you want to do discovery, you want to do all the trial stuff that comes
13 along with going to trial that is going to somehow going to somehow
14 involve his client, as his client was involved in the underlying litigation
15 that is the source of the fee dispute. Now Mr. Parker, correct me if that
16 wasn't what --

17 MR. PARKER: That's exactly

18 THE COURT: -- you were saying.

19 MR. PARKER: -- exactly right.

20 THE COURT: And that's what he was saying is that's not
21 appealing to him. And Mr. Parker is not saying he's a party to the fee
22 dispute, what he's saying is that would involve his client, so he's putting
23 that on the record while he is still in the case in regards to his client.

24 MR. PARKER: And my thought is an adjudication on the
25 merits of the fee dispute, by necessity may involve the work of Mr.

1 Simon in terms of my client's contribution to this overall settlement;
2 whether or not the value of that case was what it was or what -- if it
3 wasn't. That would involve my client to potentially taking the stand and
4 looking at the contract and the work that was performed. I don't want to
5 subject my client to that.

6 I was trying to buy my peace and I was hoping this would
7 resolve everything all at one time, including the adjudication of the lien in
8 front of Your Honor without the obligations of going through anymore
9 discovery. Because I don't want my client looking over his shoulder at --
10 potentially coming in for a deposition on that issue or taking the stand.
11 It's just not what I believe is appropriate under the rule, Your Honor.

12 MR. VANNAH: Let me -- regardless of whether or not this is
13 going to be adjudicated as a lien, we're -- who clearly going to be
14 entitled -- it's a two million dollar argument. I assume we're not going to
15 have a two-hour hearing and nobody's going to do any discovery in this
16 case. I mean for example, there's one billing -- I'm looking at one billing
17 where somebody wrote down 130 hours, block billing, worked on file
18 basically. Were not going to have discovery on that? I mean, what does
19 all that mean? That's --

20 THE COURT: Well --

21 MR. VANNAH: -- an additional billing? I mean --

22 THE COURT: Well, I think at this point we have the cart
23 before the horse. Okay? We're going to go to the mandatory settlement
24 conference. If that doesn't work, then we're going to have to readdress
25 all these issues.

1 MR. VANNAH: Agreed.

2 THE COURT: But for today, I want -- I'm going to order you
3 guys to a mandatory settlement conference. I want you to get in touch
4 with those two judges. One of them will accommodate you, they have
5 already agreed to do that. And if that doesn't happen then we're going
6 to have to come back here and readdress the adjudication of the lien,
7 whether or not we're going to go to trial or what we're going to do. But
8 for today, we're going to go to the mandatory settlement conference.

9 MR. VANNAH: That's fine.

10 THE COURT: Okay.

11 MR. CHRISTENSEN: Your Honor, I --

12 THE COURT: Thank you.

13 MR. CHRISTIANSEN: -- a couple of practical questions.
14 Number one, do you have an understanding of the time frame that
15 Judge Williams or Judge Wiese or -- looking at this end. Because we'd
16 like to get this done --

17 THE COURT: No, I understand. And it's my --

18 MR. CHRISTENSEN: -- as quickly as possible.

19 THE COURT: -- understanding that Judge Williams is trial this
20 week --

21 MR. CHRISTENSEN: Okay.

22 THE COURT: -- but after that he should be available.

23 MR. CHRISTENSEN: Okay.

24 THE COURT: And Judge Wiese will accommodate anything.

25 MR. CHRISTENSEN: Well --

1 THE COURT: That man -- I mean, he is very accommodating.
2 Judge Wiese has had to overcome several obstacles recently, and that
3 man has not missed a day of work. So, he's very accommodating.

4 MR. CHRISTENSEN: Often things move a lot quicker where
5 there are time limits.

6 THE COURT: Right.

7 MR. CHRISTENSEN: Could we at least have a status check
8 in 45 days to check on the status of the --

9 THE COURT: Sure.

10 MR. CHRISTENSEN: -- NSC?

11 THE COURT: Yes. And so we'll have a status check in 45
12 days to check on the status of the settlement conference. That date is
13 on a Tuesday.

14 THE CLERK: April 3rd at 9:30. And Counsel, I have a
15 handout on -- regarding settlement conferences.

16 THE COURT: And Ms. Pancoast, if you could approach -- Mr.
17 Parker, this is the order for your signature.

18 MR. PARKER: Yes.

19 THE COURT: And the lines crossed out, but you can just sign
20 on one of these pages.

21 MR. CHRISTIANSEN: Your Honor, just to add my two cents
22 in the --

23 THE COURT: Yes, Mr. Christiansen.

24 MR. CHRISTIANSEN: The statute doesn't say you can have
25 a hearing within five days if it contemplates discovery. So I mean, that's

1 what the statutes says, hearing in five days. We're all happy. We'll all
2 go participate in a settlement conference, but this notion that there's
3 discovery and adjudication, unless somebody knows how to do
4 discovery in five days, which I don't, that's not contemplated. You have
5 a hearing you take evidence, whether it takes us a day or three days to
6 do the hearing, that's how it works.

7 THE COURT: Okay.

8 MR. VANNAH: Well, that's not how it works, because I have
9 done this before, and it was discovery ordered by another Judge saying
10 yeah, you're going to have discovery. Judge Israel ordered discovery.
11 But we're looking at two million dollars here.

12 THE COURT: And I understand that, Mr. Vannah.

13 MR. VANNAH: This is not some old fight over a fee of
14 \$15,000, which I agree would --

15 MR. CHRISTENSEN: Your Honor, I'm sorry, but I've been
16 doing lien work for a quarter century now --

17 MR. VANNAH: Me too.

18 MR. CHRISTENSEN: And --

19 MR. VANNAH: About 40 years.

20 MR. CHRISTENSEN: -- you don't get discovery to adjudicate
21 a lien. It's not contemplated in the statute. If you have a problem with
22 the statute, appear in front of the legislature and argue against it.

23 THE COURT: Okay --

24 MR. VANNAH: No, there's nothing --

25 THE COURT: -- well today, we're going to go to the

1 settlement conference, we will hash out all of these issues if that case
2 does not settle and if this case -- this portion does not settle at the
3 settlement conference.

4 MR. VANNAH: I understand.

5 THE COURT: Okay?

6 MR. CHRISTENSEN: Thank you, Your Honor.

7 MR. PARKER: Thank you, Your Honor.

8 THE COURT: Ms. Pancoast?

9 MR. CHRISTIANSEN: Thank you, Your Honor.

10 MR. PARKER: Yes, I signed it. I think --

11 THE COURT: Yes, Mr. Parker signed it --

12 MR. PARKER: -- just the Court has to sign it.

13 THE COURT: -- as well as so did I. I believe we had
14 everybody else --

15 MR. PARKER: Oh --

16 THE COURT: -- we were just waiting for Mr. Parker.

17 MR. PARKER: -- okay, perfect.

18 THE COURT: So do you want to take this down and file it
19 or --

20 MS. PANCOAST: No, you guys can do it.

21 THE COURT: Okay, so we'll do it, just so -- because we keep
22 a log of what comes in and what goes out. So we'll file it in the order.

23 MS. PANCOAST: Just for the record, Your Honor, I -- for the
24 same -- I want -- Viking wants to echo what Mr. Parker said --

25 THE COURT: Okay.

1 MS. PANCOAST: -- because this is attorney client
2 communications, what was said in Court is, you know -- we're out of it.
3 THE COURT: No, and I understand, and so we will have the
4 same objections from Mr. Parker logged in on behalf of your client.
5 MS. PANCOAST: Thank you, Your Honor.
6 THE COURT: You're welcome.
7 Okay.
8 MR. SIMON: Hold on a second.
9 THE COURT: Uh-oh.
10 MR. SIMON: Your Honor, just while --
11 THE COURT: Yes, Mr. Simon.
12 MR. SIMON: While we're still on the record, I'm giving Mr.
13 Vannah the settlement check from Mr. Parker. He's going to have his
14 clients endorse it and then return it to my office, where I can endorse it
15 and put it in the Trust account.
16 THE COURT: In the --
17 MR. VANNAH: Yes.
18 THE COURT: -- Trust account that's already been
19 established.
20 MR. SIMON: Yes.
21 MR. VANNAH: That will be just fine, sure. --
22 THE COURT: Okay. That --
23 MR. VANNAH: -- that will work.
24 THE COURT: -- record will be made, thank you.
25 MR. SIMON: Thank you, Thank you Your Honor.

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MR. PARKER: Thank you, Your Honor.

MR. VANNAH: Thank you.

THE COURT: Thank you.

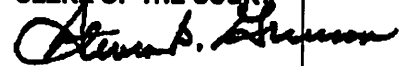
[Hearing concluded at 9:47 a.m.]

* * * * *

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



Brittany Mangelson
Independent Transcriber



1 RTRAN

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5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C

DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
20 MONDAY, AUGUST 27, 2018

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 1**

22 APPEARANCES:

23 For the Plaintiff:

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

24 For the Defendant:

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

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

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Las Vegas, Nevada, Monday, August 27, 2018

[Case called at 10:44 a.m.]

THE COURT: -- Family Trust, American Grating, LLC v. Daniel Simon Law, Daniel Simon, d/b/a Simon Law. Okay.

So, this is the date and time set for an evidentiary hearing. Can we have everyone's appearances for the record?

MR. VANNAH: Yes. Robert Vannah and John Greene on behalf of the Edgeworth Trust and the Edgeworth family.

Mr. CHRISTENSEN: Jim Christensen on behalf of Mr. Simon and his law firm.

MR. CHRISTIANSEN: Peter Christiansen as well, Your Honor.

THE COURT: Okay. So, this is the date and time set for the evidentiary hearing in regards to the lien that was filed in this case, but I also have Mr. Simon's Law Office filed a trial brief regarding the admissibility of a fee agreement. Did you guys get that?

MR. VANNAH: Yes, Your Honor.

THE COURT: Okay. Are you guys prepared to respond to that or --

MR. VANNAH: We are, Your Honor.

THE COURT: Okay. And I have had an opportunity to review it while we were waiting.

Mr. Christensen, do you have anything you want to add?

Mr. CHRISTENSEN: Just a couple of thoughts, Your Honor. Last week, we requested that Mr. Vannah voluntarily produce the fee

1 agreement. He declined to do so. So, late last week a subpoena was
2 served duces tecum. The trial brief lays out the reasons why that fee
3 agreement is relevant and also lays out the law on why, in this situation,
4 it's not privileged, and it can be introduced.

5 To the extent that there were any particular attorney-client
6 communications made to Mr. Vannah, which were memorialized in some
7 fashion in the fee agreement, like he wrote in the margins or something,
8 those could, of course, be redacted. So, I don't think there's any true
9 defense to the subpoena. Constructive discharge is an issue, and part of
10 the evidence of construction discharge is the fact the clients went to a
11 new lawyer while the underlying litigation was still pending.

12 THE COURT: And correct me if I'm wrong, but I remember --
13 and correct me because this was a few hearings ago. I remember there
14 was a discussion in regards to -- at some point, was there a discussion
15 between Mr. Vannah and Mr. Simon that Mr. Vannah told Mr. Simon that
16 he was still counsel of record?

17 MR. VANNAH: Correct.

18 Mr. CHRISTENSEN: There was several --

19 THE COURT: Okay. I vaguely remember that, so can
20 somebody just enlighten me as to the status of that, because I remember
21 that about two to three hearings ago --

22 Mr. CHRISTENSEN: There were --

23 THE COURT: -- there being a discussion about that.

24 Mr. CHRISTENSEN: There were several evolving
25 discussions, and it's important to keep the timeline in your mind. At

1 approximately November 30th or so, there was a communication from
2 the clients to Mr. Simon saying Mr. Vannah is now my lawyer -- or it
3 might have come from Mr. Vannah's office, saying Mr. Vannah is now
4 my lawyer, do not communicate directly.

5 THE COURT: Okay.

6 Mr. CHRISTENSEN: That led to the following day. That was
7 -- the first lien was filed to protect Mr. Simon's and his law office's
8 interest.

9 Subsequent to that, there were email communications
10 mainly between Mr. Vannah and myself, some letter communications, in
11 which, for example, I raised the issue of constructive discharge and the
12 fact that Mr. Simon is no longer able to talk to his clients, and we had the
13 important issue, the pending contract claim for recovery of attorney's
14 fees expended against Lange Plumbing.

15 THE COURT: Right.

16 Mr. CHRISTENSEN: That led to a conference call between
17 the parties, and then we had a consent to settle provided to Mr. Simon
18 that was signed by both clients and said, upon the advice of Mr. Vannah,
19 you know, blah, blah, blah, we're not going to pursue this claim.

20 At one point, I sent an email on over there and I said, look,
21 you know, we got to make a decision whether Mr. Simon is still going to
22 be counsel of record here. He can't talk to the clients. They're not
23 following his advice. He's not able to explain to them the importance
24 and the significance of that contract claim against Lange Plumbing that's
25 not subject to offset or any other reduction because of monies recovered

1 by -- from Viking. And that fell on deaf ears, and I said, well, we're going
2 to have to think about this next step.

3 And then there was a back and forth on an email or two that
4 said something to the extent of, if you withdraw, that's going to increase
5 our damages. So, in other words, there was a constructive discharge of
6 Mr. Simon, and then there was either a direct or indirect threat,
7 depending on how you want to read it, that if he actually withdrew,
8 because of the constructive discharge, that would increase the claims
9 against him. So, that put Mr. Simon in kind of, you know, darned if you
10 do, darned if you don't situation, where he couldn't talk to the clients, but
11 he was being threatened that if he withdrew, bad things would happen
12 to him.

13 Then, of course, they sued him for conversion before he had
14 any funds to convert and now we're here today.

15 At the current day, there has not been a motion to withdraw.
16 It would have been filed before Your Honor.

17 THE COURT: Right.

18 Mr. CHRISTENSEN: However, the underlying case has been
19 wrapped up based upon the advice from Mr. Vannah to settle that lien
20 claim for 100,000. So, to a certain extent, that -- there's no longer an
21 underlying case for Mr. Simon to represent them in; however, for our
22 purpose here today, the issue of constructive discharge is important.

23 We have a difference of opinion on whether there was an
24 expressed contract and whether there was a meeting of minds on the
25 payment term.

1 THE COURT: Right.

2 Mr. CHRISTENSEN: We also -- secondarily, we also have a
3 difference of opinion on whether the conduct of the parties could
4 establish an implied agreement on payment terms. We say it's clear, it's
5 not. And we think as you hear the evidence, you're going to understand
6 why we're saying that.

7 But even if a payment term is determined expressly or
8 impliedly, it doesn't matter if there is constructive discharge, because if
9 there's constructive discharge, then there's no contract. And under the
10 law in the State of Nevada, Mr. Simon gets a quantum meruit recovery
11 or a reasonable fee.

12 So, in fact, you could almost reverse the analysis and just
13 take a look at whether there was constructive discharge first because if
14 there is, it really doesn't matter if there is a meeting of the minds or not
15 on a payment term because the contract has been blown up. So, then
16 you go to QM, quantum meruit.

17 So, that's kind of why the fee agreement is important,
18 because it shows that, while Mr. Simon was involved in active litigation
19 in the underlying case, and although, there's a seven-figure claim against
20 Lange pending, and when there's still details to be worked out on the \$6
21 million Viking settlement, the clients have gone to another lawyer, hired
22 another lawyer, taken advice from that other lawyer, and told Mr. Simon
23 not to talk to them.

24 So, we think the fee agreement is going to be another piece
25 of substantial evidence that would lead this Court to find a constructive

1 discharge. So, we'd like to see it and see what it says.

2 THE COURT: Okay. Mr. Vannah, Mr. Greene.

3 MR. VANNAH: Thank you, Your Honor. Sort of a revision of
4 his history. Here's what happened. The case had settled. The big case
5 has settled for 600,000, everybody agreed on that. Mr. Simon had a
6 meeting in mid-November and told the clients he wanted a larger fee
7 than what they were going to pay. He then said to the clients, you need
8 to go out and get independent counsel to look at this for you, which is
9 what he had to do anyway. He just wants them -- he had a new fee
10 agreement for them to sign or a fee agreement, and then told them you
11 need to get independent counsel to look at it and told them that. He said
12 that's -- that was the --

13 THE COURT: To look at the fee agreement?

14 MR. VANNAH: Yeah, to look at the whole thing.

15 THE COURT: Okay.

16 MR. VANNAH: I mean, he comes up with the fee agreement
17 and -- after the case settled and has a fee agreement prepared for them,
18 gives it to them, said here's the fee agreement, I want you to sign in mid-
19 November 2017, after the \$600,000 settlement took place.

20 And the fee agreement he wanted them to sign said,
21 basically --

22 THE COURT: And this is the \$6 million settlement that you're
23 talking about?

24 MR. VANNAH: Yes, that had already happened.

25 THE COURT: Right, but you keep saying 600,000, so I'm just

1 making sure --

2 MR. VANNAH: You know what? It's hard to spit the big
3 numbers out.

4 THE COURT: It's all right, but you're talking about the \$6
5 million settlement?

6 MR. VANNAH: I am, and I --

7 THE COURT: Okay.

8 MR. VANNAH: So, the \$6 million settlement had occurred,
9 was over with. Mr. Simon had the clients, both Mr. and Mrs. Edgeworth,
10 come to his office, and he had prepared a fee agreement saying, look, I
11 want to be fair about this to myself and this is what I want you guys to
12 sign. I want you to sign this fee agreement that gives me basically a \$2
13 million bonus. And he showed it to them, and then he said -- they said,
14 well, you know, we're not prepared to -- for you to bring us in out of the
15 blue and show us this. And we're not at all happy about it, but having
16 said that, he said, well, then you need to get independent counsel.
17 That's me. I'm the independent counsel.

18 So, they obviously retained me, and I did a get written fee
19 agreement. Of all cases, this is the one I'm going to get a written fee
20 agreement on. I have a written fee agreement. There's nothing in the
21 margins, but in the subpoena, it said to bring everything with me, which
22 would have included my notes that day. Those are attorney-client notes.
23 He's, obviously -- he's not entitled to even that, but it's his fee agreement
24 where I got retained.

25 I don't -- there's no constructive discharge. So, the only

1 thing left in the case, at that point, was to do the releases. They looked
2 at the release and signed them, the case was settled, so I --

3 THE COURT: But this is prior to the Lange settlement, but
4 this is the settlement with --

5 MR. VANNAH: But there was an offer --

6 THE COURT: -- Viking?

7 MR. VANNAH: -- there was an offer on the table in Lange.

8 THE COURT: Okay. So, the offer was still pending, but
9 Lange had -- Lange hadn't settled?

10 MR. VANNAH: It hadn't settled.

11 THE COURT: Okay.

12 MR. VANNAH: It was on the table, and there was an offer.
13 The clients asked me to look at it. Mr. Simon gave me the information.
14 We talked. I looked at it and I concluded that the best interests in the
15 clients, in my opinion, was -- my advice to them was, you know what, if I
16 were you, rather than to continue with Danny on this case and bring in
17 somebody else, just take the settlement; accept it. That was it, that was
18 my advice, accept the settlement. They wanted me to put that in writing,
19 I put it in writing, and I explained it to the client and, based on everything
20 we're looking at, they wanted to accept it; please accept the settlement.

21 The communication had broken down really badly between
22 the clients, you know, the client and the other lawyer. So, I said, look,
23 you know, it doesn't seem to me a great idea for you guys to be having
24 meetings and stuff. My clients don't want to meet with you anymore,
25 but you are counsel of record, go ahead and finish it up, do the releases,

1 and sign whatever you have to do to get the Lange settlement done.
2 Just accept it. Accept it and whatever you have to do, that's it. Do what
3 you have to do with the Judge, and you do that.

4 I'm not -- I'm not substituting in as counsel. I'm not
5 associating as counsel. I made that very clear. You guys are counsel of
6 record. If you want to withdraw -- if that's your threat, you're going to
7 withdraw from the case, you can withdraw, but if you withdraw from the
8 case at the last minute, and I have to come into the case because you
9 withdraw and spend 40, 50 hours bringing myself up to speed, you
10 know, I -- the client is not going to be very happy about that. And I'm not
11 even sure Your Honor would allow them to withdraw with that going on.
12 The case was over. I mean, the \$600,000 settlement had been made. It
13 was over, signed and gone --

14 THE COURT: Six million, Mr. Vannah? Six million?

15 MR. VANNAH: Six million, I'm sorry. And the settlement for
16 the 100- was on the table, and my sole part in that was to say my clients
17 want to accept it, do whatever you got to do to accept it, which is his
18 obligation. And he did, accepted it, and then we came to court because
19 you wanted me to be in court when this thing went down to just express
20 our opinions that we're happy with that. We had that settlement
21 agreement with Teddy Parker who was hearing everybody, and then I
22 wasn't going to say anything, but I asked to say that -- stand up and say
23 that's what the client wants to do, and I said, yeah, I'm communicating,
24 they're here too, but that's what they want to do. They want to settle the
25 case. Now that's it.

1 So, my fee agreement it's -- there's no relevance to it. It's --
2 I'm -- it's just a fee agreement with a client, and it's a fee agreement I had
3 that Mr. Simon suggested that they do, to go out and hire somebody to
4 be independent counsel and to -- you know, he's trying to get them to
5 sign some fee agreement they don't want to sign, and they want to know
6 what their rights are. So, he said get independent counsel. They did,
7 and here I am, and that's how they got to where they got to. So, I don't
8 see any relevance whatsoever to this fee agreement between me and the
9 Edgeworths. That's the bottom line.

10 THE COURT: Okay. Well, I mean, this issue of constructive
11 discharge, the issue that's hanging there, and I agree with Mr.
12 Christensen's legal analysis of, if there is constructive discharge, then we
13 have a whole completely different discussion in regards to the contract.
14 So, based upon this Court having to make that determination, Mr.
15 Vannah, I believe that the fee agreement is relevant, but only the fee
16 agreement itself. No notes, no notes you took that day, no
17 conversations, just the fee agreement itself. So, I'm going to order you
18 to provide a copy of that to Mr. Christensen. Can you --

19 MR. VANNAH: I got it right now.

20 THE COURT: Okay. I was going to say; I know you have
21 people at your office who work there --

22 MR. VANNAH: No, no, we brought it.

23 THE COURT: -- you can -- okay. So --

24 MR. CHRISTENSEN: Have his people do it.

25 THE COURT: Okay. So, can you just make sure he has that

1 by the -- is that going to become relevant to someone's testimony today?

2 MR. VANNAH: I'll have it to him right now. It's just going to
3 take a second. I have it.

4 THE COURT: Okay.

5 MR. VANNAH: So, we can get that over with and --

6 THE COURT: And then we'll be ready.

7 MR. VANNAH: I think it's one page, right?

8 THE COURT: Because it's just the agreement. It's no notes
9 or anything --

10 MR. VANNAH: No, no, no, just a one-page agreement. So,
11 when they hired me, they paid me so much dollars per hour, and that's
12 it.

13 THE COURT: Okay.

14 MR. VANNAH: Simple as that.

15 THE COURT: Okay. So, this is the motion to -- in regards to
16 adjudicating the lien. The motion was filed by you Mr. Christensen. Are
17 you ready to call your first witness?

18 MR. CHRISTENSEN: Your Honor, if you could just -- I'm not
19 quite as fast a reader as I used to be.

20 THE COURT: It's okay. Me either.

21 [Pause]

22 MR. CHRISTENSEN: Okay. We do have an opening
23 PowerPoint --

24 THE COURT: Okay.

25 MR. CHRISTENSEN: -- that we'd like to go through --

1 THE COURT: Okay.

2 MR. CHRISTENSEN: -- if that's acceptable to the Court?

3 THE COURT: Sure. Any objection, Mr. Vannah?

4 MR. VANNAH: I don't care.

5 THE COURT: Okay. And I was wondering if this was a
6 PowerPoint or if this was going to be demonstrative to like share photos.

7 MR. CHRISTENSEN: Right.

8 THE COURT: I wasn't sure.

9 MR. CHRISTENSEN: Okay. Okay.

10 DEFENDANT'S OPENING STATEMENT

11 BY MR. CHRISTENSEN:

12 Your Honor, we believe that the theme of this case is no
13 good deed goes unpunished. What you see is, this is a --

14 MR. VANNAH: I'm not sure whether that's evidence, Your
15 Honor, so are we going to have evidence like an opening statement or
16 are we going to have argument? I mean --

17 THE COURT: Counsel?

18 MR. VANNAH: -- this is clearly argument; no good deed goes
19 unpunished. That's -- is this going to be an opening argument or is this
20 an opening statement, I guess?

21 THE COURT: Well, it's going to be an opening statement and
22 we're going to get to what they -- what the evidence is going to show.

23 Mr. Christensen?

24 MR. CHRISTENSEN: Your Honor, we believe the evidence
25 will show that no good deed goes unpunished. What you see here is a

1 street-side picture of the house where the flood occurred. This is
2 available on the internet. This is one of those pictures that was made
3 available when the house was being marketed for sale.

4 THE COURT: And this is 2017, so this is after the flood, right?

5 MR. CHRISTENSEN: Correct, that's a post-flood picture.
6 That's after the certificate of occupancy has been issued. All original
7 construction and any repair and remediation after the fire sprinkler flood
8 has already been taken of.

9 That's a picture of the interior. That's essentially the area
10 where the flood occurred. Of course, water goes where water goes, so.
11 There was also damage in the kitchen area. The cabinets in that area are
12 quite expensive. They're several hundred thousand dollars, and they
13 sustained some damage in the flood. This is another picture, another
14 angle of that same general area of the home. The costs to repair, for the
15 flood, as you can see, it's quite a nice home with very nice finishes, was
16 approximately in the ballpark of a half a million dollars.

17 So as things developed, Mr. Edgeworth tried to handle the
18 claim on his own, didn't reach much success. He probably should have
19 been able to, truth be told, be able to handle it on his own, but he was
20 dealing with a plumber that was being rather recalcitrant and he -- Viking
21 wasn't stepping up. He didn't have course of construction coverage. He
22 didn't have any other route of recovery, so he first asked Mr. Simon to
23 give him some suggestions as to attorneys who could help him out.
24 Those attorneys all quoted very high numbers to him. He didn't want to
25 lay out \$50,000 for a retainer or something of that sort.

1 So, there was a meeting at Starbucks and in connection with
2 that, Mr. Simon agreed to send a few letters. I think that's actually the
3 quote from the email. And that was in May of 2016. And from then on,
4 the case progressed until it was filed in June, and then when it became
5 active really in late 2016 through 2017 before Your Honor.

6 So, we are here because, of course, there was a very large
7 settlement. Mr. Simon got a result, and there's a dispute over the fees.
8 So, the first question we have is whether there was an expressed
9 contract to the fees or expressed contract regarding the retention. We all
10 know, and we all agree, there was no expressed written contract. It
11 started off as a friends and family matter. Mr. Simon probably wasn't
12 even going to send them a bill if he could have triggered adjusters
13 coming in and adjusting the loss early on, after sending a letter or two.

14 So, the claim of Mr. Edgeworth is that, in the -- as stated in
15 the complaint, is that there was an expressed oral contract formed in
16 May of 2016 to pay Mr. Simon \$550 per hour. So, a meeting of the
17 minds exist when the parties have agreed upon the contract's essential
18 terms.

19 MR. VANNAH: I'm sorry, Your Honor, this isn't facts
20 anymore. Now, we're arguing the law. We're getting beyond what -- I
21 mean, I thought this was going to be a fact -- opening statement is
22 supposed to be the factual presentation. This is an argument of the law.
23 If we're going to do that, that's fine, I guess, but I don't think it's proper.

24 THE COURT: Mr. Christensen?

25 MR. CHRISTENSEN: Your Honor, the evidence is going to

1 show that there was no meeting of the minds in May of 2016, that the
2 parties agree that Mr. Simon was going to work on this friends and
3 family matter for 550 an hour.

4 MR. VANNAH: That's not what --

5 MR. CHRISTENSEN: The evidence is going to show
6 otherwise, that there was no expressed payment term reached in May of
7 2016, or at any time.

8 MR. VANNAH: Again, here's my problem. I mean, the
9 evidence isn't going to show citations, and this is a statement of law,
10 citations. I mean, he wouldn't do this in front of a jury, he wouldn't do
11 this in a bench trial. This is argument, pure and simple. Now, we're
12 even arguing what the law is in the case. I thought this was going to be
13 a factual presentation of what the facts were going to show. We're way
14 beyond all that.

15 MR. CHRISTENSEN: Your Honor, if I could. First of all, we're
16 not arguing what the law is. The law is the law, but I mean, we might be
17 arguing over its application of the case, but that's a whole other issue.

18 Secondly, this is a lien adjudication hearing. This is not
19 opening statement. We don't have a jury. This is being presented to the
20 Court in order for the Court to have a full understanding of the facts as
21 they come in. We believe this is useful and will be helpful to the Court.
22 There's really no rules governing what you can say or can't say in an
23 introductory statement to a court in an adjudicatory -- in a adjudication
24 hearing. I mean, when we submitted our briefs to you, we submitted
25 law, and we submitted facts, and we argued the application of the law to

1 the facts submitted. And this is an extension of that and that's what
2 we're doing here.

3 I understand Mr. Vannah's objections. I understand what
4 goes on in jury trials, when you're presenting things to the jury and
5 when the Judge is going to present the law to them at the end of the
6 case through the jury instructions. That ain't what we got here. This is
7 different.

8 So, you know, I can get on through this, and we can move on
9 or, you know, Mr. Vannah can --

10 THE COURT: Well, I mean --

11 MR. CHRISTENSEN: -- continue to object.

12 THE COURT: -- Mr. Christensen --

13 MR. CHRISTENSEN: This law -- you're going to get this law
14 sooner or later anyway, so let's --

15 THE COURT: Right. And, I mean, that's what I'm saying. I
16 don't --

17 MR. CHRISTENSEN: -- get it done now so that you
18 understand what's going on.

19 THE COURT: Right, and I mean, I -- and I hate to sound frank
20 about this, but I've been presiding over this case almost the entire time
21 I've been on the bench, so there's not a lot of things about the law of this
22 case that I think I'm confused about. I mean, I would hope I could at
23 least earn that much credit, as well as I was up late last night reading all
24 the briefs that you guys submitted in this case, and I have five binders
25 worth of stuff.

1 So, if we could just get to the facts of this case and get to the
2 evidentiary part, and I will let you argue this case until there's no
3 tomorrow at the end, but I've already read like all the stuff because this
4 is absolutely in the trial brief that was submitted, and I have read that.

5 MR. CHRISTENSEN: Okay. Well, I guess I'll abandon the
6 PowerPoint and finish up pretty --

7 THE COURT: Okay. And, I mean, I --

8 MR. CHRISTENSEN: -- quickly.

9 THE COURT: -- just the legal portion of it. I mean, because I
10 think this -- and this is a fact-finding hearing. I'm going to have to make
11 legal determinations at the end, but I have to give everyone the credit
12 that they're due, that you guys have spent massive amounts of times
13 thoroughly briefing this case.

14 MR. CHRISTENSEN: That's true, Your Honor. So, what
15 you're going to find, as the evidence is presented, is that the claim made
16 in the complaint, that there was an expressed agreement in 2016,
17 doesn't hold up. What you're going to find is that there was never a firm
18 agreement on the payment term. That issue was always in flux. There
19 was debate that came up at various times, including in August of 2017,
20 which you've seen the email concerning what are the payment terms for
21 this.

22 And you're -- it's also important to pay attention to the
23 timeline of the evolution of the case, of when it moves from a friends
24 and family matter to there being litigation, and then when the thing
25 really blows up and things are really flying, and that's when there's more

1 effort to reach a term and that fails. So, at the end of the day, there's no
2 expressed term on the payment and there's no implied term.

3 Now, of course, they're going to point to the bills. Bills were
4 sent and paid, that's not the end of the story. That's more the beginning
5 of the story on the bills. What you're going to hear is evidence
6 concerning the reason why the bills were sent. That the bills were sent
7 to bolster the contract claim against Lange and also to put Lange on
8 notice of the existence of that significant claim that was later waived.

9 You'll hear testimony concerning how the \$550 number was
10 reached, and it certainly, from our position, wasn't reached as a result of
11 the meeting of the minds. And then you're also going to see evidence
12 concerning the actual content of the bills, the knowledge of Mr.
13 Edgeworth, and then how no reasonable person in his position could --
14 should not be able to argue that these bills were both the beginning and
15 the end of the story.

16 What you're going to hear is that there was a tremendous
17 amount of work that was done in this file that was not billed for. That's
18 part of the reason why we had these bills that were submitted as part of
19 the adjudication process. That was done for several reasons. One of the
20 reasons is that it's well-known, if you go on over the case law, my
21 apologies to Mr. Vannah, that sometimes the courts like to see an overall
22 listing of time because that's evidence of work. Whether or not they get
23 paid on an hourly or on quantum meruit.

24 So, we provided it for that reason. We also provided it so
25 that you have a good look of what's going on and in case the worst case

1 scenario, from our point, comes true.

2 What's important to understand about those bills is that Mr.
3 Simon's firm is not an hourly firm. They don't have regular timekeepers.
4 They don't have regular billing or timekeeping software. They don't
5 even have the old books that we used to use. They don't have any of
6 that stuff. So not only were there bills that were sent during the
7 underlying litigation incomplete, sometimes grossly so, but when they
8 went through and tried to do a listing of the time spent for the
9 adjudication hearing, they made some errors. And when they'd go on in,
10 what they do is, they would look at a landmark date. So, for example,
11 the date that something was filed and that's what they would key the
12 billing off of.

13 Now, not necessarily all the hours were done that day, but in
14 going back, they wanted to make sure that they got the dates right. As a
15 result of this process, they know that there is a document with a date for
16 every single billing entry. That also means that they didn't capture a lot
17 of their work in those bills because if they couldn't find a piece of paper
18 with a date on it, they didn't bill for it.

19 And before I turn this over to Mr. Vannah, if he cares to make
20 a statement, I do just want to impress on the Court the evidence that
21 you're going to see about the amount of work that was done on this file,
22 that was not reflected on those initial billings and try to give Your Honor
23 an idea of the scale of this litigation and the fact that it dominated the
24 time of this law firm. And what we've done is, there was an awful lot of
25 email correspondence between Mr. Simon, his staff, and Mr. Edgeworth.

1 Mr. Edgeworth really dominated their time, which is fair to do if you pay
2 for it.

3 What we did was, we printed out the emails between these
4 folks during the time the underlying litigation was going, just so that you
5 understand the scale of it. I think a standard banker's box has -- if you
6 don't have any binders in it, it has 5,000 sheets of paper in it. This is
7 obviously a little bit more than that -- or a little bit less than that because
8 we've got binders in here. Just a couple more.

9 THE COURT: These are just the emails?

10 MR. CHRISTENSEN: These are just the emails, Your Honor.
11 Normally, I would carry two at a time, but while I'm not seeking
12 sympathy, I did kind of tweak a muscle in my back a couple days ago.

13 THE COURT: Tell them downstairs, we prefer safety in
14 Department 10.

15 MR. CHRISTENSEN: Yeah, safety first.

16 [Pause]

17 MR. CHRISTENSEN: Now, in full disclosure, Your Honor,
18 there are two of these binders of about this size that are attachments that
19 were, you know, hooked to whatever it linked to the email, but of course,
20 those were -- oh, and there's more. Those were done over and
21 discussed in the context of many of the emails, so we included them as
22 well. So that just gives you a little bit of scale. Later on, we're going to
23 be demonstrating to you the size of the actually underlying file. We're,
24 of course, not going to copy it and bring it all in because it's dozens and
25 dozens of banker's boxes, and we wanted to save a few trees.

1 But at the end of the day, we think that the Court should find
2 -- should reach a fee for Mr. -- a reasonable fee for Mr. Simon and his
3 law firm pursuant to quantum meruit. Thank you.

4 THE COURT: Okay. Thank you. Mr. Vannah, would you
5 wish to make an opening?

6 MR. VANNAH: Yes, Your Honor. Thank you.

7 THE COURT: Okay.

8 PLAINTIFFS' OPENING STATEMENT

9 BY MR. VANNAH:

10 A lot of things here we agree on. So, there was a bad flood,
11 and it was a sprinkler system that was in the house. And so, in May of
12 2016 -- Mr. Edgeworth's wife is good friends with Mrs. Simon and said,
13 you know, why don't you talk to Danny and see what he can do for you?
14 So, Mr. Edgeworth met with Danny. They had a meeting and Danny
15 said, I'll send him some letters and see what we can do. So, he sends
16 him the letters. Didn't do any good, which is not surprising to either one
17 of them, I'm sure.

18 So, what happened is Danny then says to him, look, I'll
19 represent you. I can do your case. I'm going to bill you \$550 an hour.
20 Tells him that point blank. That's what we charge \$550, and then my
21 associate will charge \$275 an hour. And they have an understanding on
22 that. You're going to learn that Mr. Edgeworth was a little concerned
23 about the fee, because that's about twice what he ended up paying his
24 firm that he uses out in California.

25 We brought some of those bills to prove that. But he had a

1 large firm that he used out of California that has done some patent work
2 for them, at a much lesser fee. But he actually ended up having a
3 conversation with his wife and says, I'm thinking about using somebody
4 else. Danny had written the letters and the wife said that might be a
5 problem. Why don't you just use Danny and pay him the higher fee?
6 And against his better judgment, he agreed to do that, but he told Dany
7 all right, fine. I'll hire you, and I'll pay you. Send me the bills.

8 So, Danny does the work, does a fine job. We're not
9 complaining about the work. He files the complaint. He goes forward,
10 and he sends -- he starts sending bills. Now, this is the interesting part.
11 His bills just through September 22nd, which is where the last bill ended
12 that was paid, the bills that were sent were four invoices. They added up
13 to almost \$400,000 in attorney fees. Now this is over a case that
14 everybody suspected had a maximum value between 500 and \$750,000.

15 So, Mr. Kemp -- I like what Mr. Kemp said. Mr. Kemp said, I
16 would have never, under any circumstances, taken this case under a
17 contingency fee. I just wouldn't have done it. It doesn't pencil out. So, I
18 mean, you know, frankly, to be honest with you, I'm looking at my client
19 thinking you know, here's a guy with a Harvard MBA, but he's paid out --
20 and I'm not talking about costs. There's another \$111,000 in costs.

21 By September the 22nd, he had paid out -- just paid out up to
22 that date over \$500,000 in attorney fees and costs on a case that
23 probably did have a value between 500 and \$750,000, so that doesn't
24 make a lot of sense, to be honest with you, from a standpoint of just
25 economic law.

1 And it's not surprising why Mr. Simon -- he apparently
2 agrees with Mr. Kemp that this would be a bad case to take on a
3 contingency, because if you did it at 40 percent, I mean, your -- 40
4 percent of \$750,000 is I think 300,000, and he's already billed \$387,000.
5 So, what happened was -- is -- up through this meeting that took place in
6 San Diego -- so what happened is they went to San Diego, because they
7 weren't happy with the expert. The expert had done a really lousy job,
8 billed a lot of money, and so they both agreed let's just go to San Diego,
9 meet with the experts, talk to them and say what are you doing here? I
10 mean, this isn't a very good job you're doing.

11 So, they go down. That was the purpose of their meeting.
12 So, at this point in time -- and this is really important. This is in August
13 of -- I wrote down the date. August 8, 2017, I believe is the date that they
14 had the meeting in San Diego. That's the critical -- up to that point,
15 everything is pretty clear. I mean, there's been an express
16 understanding that the billing's going to be 550 an hour and 275 with the
17 associate. Two bills had come in at this point in time, and they're paid.

18 So, on August 8th, they go to a bar. They're waiting for the
19 plane back to Las Vegas, and they go have a couple drinks together in a
20 bar, and they get into a discussion about you know what -- you know,
21 this is really expensive. The client saying, well, I'm paying a lot of
22 money out. I wonder if there's some kind of a hybrid kind of thing we
23 could come up with maybe that I wouldn't -- I -- because this is becoming
24 very expensive.

25 So, what happened -- Mr. Edgeworth was borrowing money

1 to pay the legal fees. Generally, I wouldn't recommend that. That's
2 probably not a really great idea to go out and borrow money to pay legal
3 fees, but that's what he had done. He'd gone and borrowed money from
4 his mother-in-law, high interest loans and was paying legal fees with
5 borrowed money. Mr. Simon understood that and realized that.

6 So, on August 8th, they had a discussion in the bar and the
7 discussion was -- I mean, is there a possibility that my future billings
8 would be a little less or maybe even give some of the money back that
9 I've billed and do this case on a contingency, because the case -- Mr.
10 Edgeworth thought the case had more value than Mr. Simon did at that
11 time, but they had that discussion.

12 So, it ended up with Mr. Edgeworth saying to Mr. Simon --
13 now, keep in mind, nobody had ever reduced anything to writing. I'll get
14 back to you about that, and I'll tell you what I'm willing to do. So, Mr.
15 Edgeworth said all right. You make me a proposal, if you want to. Well,
16 that's not what happened. So, what happened, Mr. Simon goes back to
17 his office. A couple weeks go by, some time goes by, doesn't hear
18 anything -- Mr. Edgeworth doesn't hear anything about any proposal.

19 What does Mr. Simon do? He prepares another hourly bill
20 and sends another hourly bill out. My client finally writes an email --
21 that's the one that you read -- saying, look, I mean, if you want, I can pay
22 you hourly, if that's what you want me to do. I'm just going to have to
23 go out and borrow money. I might have to sell some of my Bitcoin. He
24 was investing in Bitcoin. He thought it was a good investment. I can
25 borrow more money. You know, whatever it's going to cost. I'll do

1 whatever it takes. And that email says that if you want to do it hourly, I'll
2 just continue paying you hourly.

3 Mr. Simon's response to all that was to send an hourly bill,
4 send another bill. Mr. Edgeworth borrowed the money, paid the bill in
5 full. After that, Mr. Simon sends another hourly bill. That takes it right
6 up to September 26th, is another hourly bill. Mr. Edgeworth goes out
7 and borrows money. No further discussion. The way he sees it, I guess,
8 Mr. Simon is talking with the bill, do you want to do something different?
9 Mr. Simon just continues sending two more bills.

10 Those bills add up to -- those four invoices that were paid, all
11 of them paid, added up to \$387,000 in attorney fees, almost \$400,000 in
12 attorney fees and over \$100,000 in costs that Mr. Simon -- Mr. Edgeworth
13 paid, all four of those invoices. You're going to also learn in this case
14 that when Mr. Simon -- and I don't want to denigrate Mr. Simon's efforts.
15 I mean, it was a good result, but I want to tell you something.

16 Mr. Edgeworth, as you'll learn from the testimony, is a bright
17 guy. Harvard MBA. Intelligent. He's very involved in the case. He's the
18 one that went out -- and so essentially what had happened is Viking had
19 been dishonest with the Court and with them about how many of these
20 sprinkler systems had malfunctioned in the past. What you're going to
21 learn is that my client -- he's a very -- he micromanages things, and he
22 went on his own and started going on the internet, looking up Viking,
23 finding out that other people had these problems.

24 He went and contacted originally other lawyers in California
25 that had -- were handling these cases, other litigants, had conversations

1 with them, and then learned from them that they're -- a lot more about
2 Viking and about these failures than Viking had admitted. In other
3 words, they had just not been candid about that. And I'm sure Your
4 Honor remembers all that stuff. So that's -- my client goes and does all
5 that and provides all that stuff to Danny's office. Now, you know, I'm not
6 denigrating Danny's efforts or Mr. Simon's efforts. I mean, he's a good
7 lawyer, but my client went out a dug all that stuff up.

8 So, then they had this mediation. And the first mediation,
9 didn't do it, but at the second mediation, they reached a settlement for
10 \$6 million. Right after that happened, there's a meeting -- Danny calls a
11 meeting -- Mr. Simon calls a meeting in the office and that's November
12 17th, 2017, another big day. Mr. and Mrs. Edgeworth go to the meeting,
13 and they're like wow, what's this all about? They're thinking maybe this
14 is some really great meeting.

15 Well, what it's all about is Mr. Simon has now prepared this
16 letter, prepared this fee agreement and tells them, you know what, I want
17 you guys to do the right thing. I understand we had an hourly
18 agreement. I understand you paid all your bills one after another after
19 another, but, you know, nobody expected this case to do as well as it's
20 doing. I'm losing money at \$550 an hour, because my time's worth a lot
21 more than \$550 an hour and, you know, I'm losing money. I'm losing
22 money. Now, let's do the case for 25 percent.

23 So, then he presents this agreement to him saying I want you
24 to pay me 25 percent of the \$6 million. I want 25 percent of that as a fee,
25 and I will give you back credit for the money you've already paid in, the

1 \$400,000 you've already paid in. So -- and on the Lange case, that's
2 going to be separate. We'll work out something different on that, but I
3 want 25 percent of that \$6 million settlement we got. That's \$1.5 million.
4 I'll give you -- but I'll give you credit for what you've already paid in.
5 That's what happened here. So, they're stunned. They're actually
6 stunned. And the words -- conversation wasn't particular friendly.

7 So, Mr. Simon said you need independent counsel. You
8 ought to do that, is what he's supposed to be doing anyway. The rules
9 are very clear that when you start entering into an agreement with your
10 client halfway through the litigation, you want to change the terms, you
11 need to advise them to get an independent counsel. That's what they
12 did. They came to my office. Came to my office and laid out the thing
13 and that's where we are now. That's basically where we are. There was
14 no constructive discharge. There wasn't a discharge at all.

15 So, you know, I -- we had a communication. It was a nice
16 communication with Mr. Simon and Mr. Christensen. We talked on the
17 phone. I made it clear that look, we want you to finish the case off, wrap
18 up the -- all you gotta do is do the release. That's the only thing that was
19 left to do on the \$6 million is sign the release and get the terms down,
20 you know, confidentiality, some things you've got to deal with. Wrap it
21 up. Do that. But, by the way, you guys have reached a point here where
22 the words in the last meeting were pretty bad. If you want, I'll stay in
23 between.

24 You know, I'll -- tell me what you want me to tell them, and I
25 will tell them and vice versa, or we can all have a meeting together.

1 What do you want to do? But I think it ought to be civil. I just didn't
2 want it to become uncivil and -- you know, a screaming match and all
3 that. I don't like all that kind of stuff. I didn't want that to happen, so I
4 said you're not being fired. I'm not coming in on this case. No way I'm
5 going to associate on the case. I'm not going to substitute in on the
6 case. I don't want anything to do with the case. This is all about the fee.
7 The case is over.

8 And he said what about the Lange case? What do you want
9 to do about that? Well, why don't you just give me the proposal? I
10 looked at the proposal. I looked at Mr. Simon's idea, and I ran it by the
11 client, and they said what do you think? I said you know what, you
12 already got \$6 million. You got another 100 on the table. Take it. Just
13 take the money and call it a day. Just wrap it up. Accept the offer as is,
14 and they did. And that was -- that's it. So, I made it clear to Mr. Simon,
15 you know -- I talked to Mr. Christensen, you know. I don't -- nobody
16 needs to do anything.

17 Just wrap this thing up, and we'll deal with the fee issue later
18 with the Judge. We'll deal with that, but right now, let's get the case
19 wrapped up. I mean, you can't hold the clients up on a case, because
20 you're -- it becomes extortion. Then here comes the money. And so, the
21 bottom line was like what are we going to do with this money and look, I
22 made it clear. I said I know Mr. Simon's not going to steal the money.
23 I'm not worried about that. I know he would honor everything. The
24 clients are concerned.

25 So why don't we just go open a trust account? Eventually,

1 that's what we did. Open a trust account. You and I will be the trustee
2 on the trust account. Let's open a trust account, put the \$6 million into
3 the account, let it clear, and then I think at that point, you're obligated to
4 give the clients anything that's not disputed. I mean, you can't hold the
5 whole \$6 million. We all agreed on that and that's what we're here for.
6 There's been no constructive discharge. In fact, Mr. Simon never
7 withdrew from the case.

8 And I don't want to call it a veiled threat. I just said look, if
9 you withdraw from the case, and I've got to spend 50, 60 hours bringing
10 it up to speed and going through all these documents, and then advising
11 the client and doing this, I mean, you know, that's not fair to them.
12 You've already -- you can wrap this case up in an hour. It would take me
13 50 hours to do that, and I don't think that's a particularly good idea.

14 So that's why we're here and that's what the whole case is
15 about. I look at it this way is that you know, it was great for Mr. Simon to
16 get his 550 an hour and the 275 and to bill \$400,000, but when suddenly
17 he realized -- one day it just dawned on everybody, wow, with all this
18 new information, my client dug up, this may be a -- you know, why did
19 Viking settle for that amount of money? They didn't settle for that
20 amount of money, because they thought they were going to have to pay
21 for the house, because that was 500 to 750.

22 They settled for that amount of money, basically, because
23 they recognized and realized that this would be a really, really bad case
24 to go in front of the jury with when it became so obvious that they had
25 been so deceptive and that they knew that these were defective sprinkler

1 systems, and the case just blew up from there. And they were willing to
2 pay whatever to get out of this case, whatever it cost to get away from all
3 this. And the law firm might have had some serious problems, too, in
4 this case, because they were all signing all these agreements, and
5 they're a captive firm.

6 I don't know why, but all I know is that it got really ugly really
7 fast, and they decided, you know, let's just pay whatever it takes to get
8 out of this. They have other cases litigating all over the country right
9 now, class actions and everything else on this and that was -- that's why
10 the case settled. But at the very end, it's just not fair. If my clients agree
11 to pay an hourly fee, and they pay an hourly fee, you can't have the
12 lawyer at the end say you know what, I deserve a bonus. You can say I
13 deserve a bonus; I'd like a million-five bonus.

14 You can say that, but there's no obligation to pay a bonus.
15 And they don't want to pay a bonus. They got that he got paid fairly.
16 And that's what this case is all about is -- oh and going back on the other
17 thing. So, what they did is they -- you know, they hedged their bets.
18 They went back, and they took all those bills that they had billed out
19 \$387,000 on and what did they do? They've gone back and added a
20 couple hundred thousand dollars here and there. We're going to talk
21 about some of that.

22 Some of those days they added -- on some of those days
23 they're billing 21, 22 hours a day. I'll show you that bill, and we'll have
24 an associate on the stand explaining what she added time on days now
25 that add up to 22 hours a day. That's a lot of time. A lot of people sleep,

1 they eat, they take showers. They do other things. So, I'm going to
2 show you that bill, where they -- I'll show you those -- some of those
3 days where they've added days up to where we've got one person
4 working 22 hours in a day on a bill on a normal day.

5 The other thing that happened in this case that's really
6 interesting is the deposition of my client. He's at this deposition. And
7 when he's there, in two different sections of the deposition, two different
8 sections, when Viking is asking -- they ask him -- they don't believe he
9 paid the bill. I know what happened. I do this work.

10 So, the Viking guy is saying well, you've got all these legal
11 billings that you've accumulated. You put that in as a cost and what it's
12 going to cost us eventually under the indemnity agreement to pay you
13 for these legal fees. Okay. Well, we're looking here at \$500,000 or so.

14 I mean, they were -- they misadded it, but it's like -- it was
15 closer to -- it was over 500, but they were a little off. But she was
16 saying -- one of the things was like you've got a 500 and some odd
17 thousand dollar bill. You haven't paid this, have you? You haven't paid
18 this, have you? And my client said, yeah, I have paid it. I've paid every
19 single bill that's on there. I've paid all this. All these bills have been
20 paid. And I can see the stunned silence. You know, you don't usually
21 have clients that pay those kind of bills.

22 And they've all been paid. And then the question was asked
23 right there in the deposition. Mr. Simon's there and he said, well, is this
24 all of the billing? And Mr. Simon says, yeah, I've given this stuff to you
25 over and over and over again. He was kind of irritated that they're

1 asking. He said, I've given you guys this over and over again. This is the
2 billing. This is all the billing. So, the new story is that Mr. Simon -- I
3 mean, the story -- I guess, in -- nobody -- this will be a secret intention
4 that nobody told my client. So, Mr. Schoenstein (phonetic), he had this
5 secret idea and that only he knew.

6 Only he knew this, that he would just bill a lesser billing at
7 \$550 an hour and 275, submit those billings to the client. And the reason
8 he's doing that is so he can show these bills to Lange and say to Lange,
9 oh, look, this is how much money you guys are going to be stuck on the
10 hook for. But he never tells my client that he's got this secret intent, but
11 in reality, his real intent is to do this on a percentage. Well, the problem
12 with that is -- and that's why they can't go there, and they know that.
13 You can't do a contingency fee orally. That's Bar rule. Not -- it's not
14 maybe, maybe not. It says flat-out, if a client's going to enter --

15 MR. CHRISTENSEN: I thought we weren't going to talk about
16 the law, Mr. Vannah.

17 MR. VANNAH: We are -- we did a little bit, yes.

18 THE COURT: Okay. Well, Mr. Vannah, we're going to get to
19 the loan. We're going to litigate all this stuff.

20 MR. VANNAH: Well, I'm going to be asking Mr. Simon this
21 question.

22 THE COURT: Right. And we're going to get --

23 MR. VANNAH: I'm going to --

24 THE COURT: -- to that when you ask him.

25 MR. VANNAH: Right. So, you'll hear the evidence. I'm

1 going to ask Mr. Simon did you not know, did you not read the Bar
2 rules? Were you not familiar with the fact, Mr. Simon, that you cannot
3 enter into a contingency fee with a client that's oral? Did you not know
4 that? I'm going to be asking him that question.

5 THE COURT: Okay.

6 MR. VANNAH: I presume he's going to say he read those
7 rules, he knew that, and he knew that when he entered into it. And I'm
8 going to also ask him about the rule that says at the bottom of the rule,
9 the 1.5(b), I think it is, that says if you're going to have a fee with a
10 client --

11 MR. CHRISTENSEN: Same objection to the argument.
12 What's good for --

13 MR. VANNAH: So, this is --

14 MR. CHRISTENSEN: -- the goose is good for the gander. If I
15 can't talk about those rules, Mr. Vannah can't either, because I was going
16 to talk about 1.5(a) and 1.5(b), but --

17 THE COURT: And we're going to --

18 MR. CHRISTENSEN: -- but I was foreclosed by Mr. Vannah.

19 THE COURT: Right. We're going to get into all of those
20 when we get into the argument section. This is just simply the facts and
21 as I've already restated, you guys have argued this stuff 80 times.

22 MR. VANNAH: You know what, Your Honor, you're right as
23 rain, and you've read all this. It's all been read.

24 THE COURT: I have. I've read everything --

25 MR. VANNAH: I know you've read everything.

1 THE COURT: -- in this case.

2 MR. VANNAH: So, with that, let's hear the case.

3 THE COURT: All right. Mr. Christensen, your first witness?

4 MR. CHRISTENSEN: Judge, it'll be handled by Mr.
5 Christiansen.

6 THE COURT: Christiansen. Okay. And just so you two know.
7 I'm going to apologize ahead of time, if I mix you up.

8 MR. CHRISTENSEN: I'm fine with Jim, Your Honor.

9 THE COURT: Okay. And who's first Mr. Christiansen?

10 MR. CHRISTIANSEN: Brian Edgeworth, please, Your Honor.

11 THE COURT: Okay. Mr. Edgeworth. And just so you guys
12 know, I'm going to probably go for like an hour, and then me and my
13 staff have to have a break. We've been on the bench since 8:30. So
14 then, we'll go to lunch, and then we'll come back.

15 MR. CHRISTIANSEN: Why don't I have sort of a short portion
16 of the cross --

17 THE COURT: Okay.

18 MR. CHRISTIANSEN: -- and then I'll stop.

19 THE COURT: Okay.

20 MR. CHRISTIANSEN: The lengthier stuff I'll keep for after
21 lunch.

22 THE COURT: That would be perfect, Mr. Christiansen.

23 MR. CHRISTIANSEN: Is that okay with you?

24 BRIAN EDGEWORTH, PLAINTIFF, SWORN

25 THE CLERK: Please be seated, stating your full name,

1 spelling your first and last name for the record.

2 THE WITNESS: Brian Edgeworth, B-R-I-A-N E-D-G-E-W-O-R-
3 T-H.

4 THE COURT: Okay. And nobody has problems hearing him?

5 MR. VANNAH: No.

6 THE COURT: Okay. Mr. Christiansen, your witness.

7 MR. CHRISTIANSEN: May I proceed, Your Honor?

8 DIRECT EXAMINATION

9 BY MR. CHRISTIANSEN:

10 Q Mr. Edgeworth, you are the Plaintiff, or you're the principal,
11 the Plaintiff in the case proceeded against Viking and Lange that Mr.
12 Simon represented you on. Is that fair?

13 A Is that a legal term? I think I am, but I don't know if that's a
14 legal term, being the principal.

15 Q Okay. Did you sit as the principal for a department for those
16 two --

17 A The PMK?

18 Q -- entities?

19 A Like the person most knowledgeable? I think so.

20 Q Are you represented today by Mr. Vannah?

21 A Yes, I am.

22 Q Okay. You're not represented by Mr. Simon today. You're
23 represented by Mr. Vannah, correct?

24 A I still retain Simon on the case, though.

25 Q Okay. In this matter, who's your lawyer?

1 A I don't under -- I'm sorry. I just understand --

2 Q This fine gentleman --

3 A -- the question.

4 Q -- here is representing you today, correct?

5 A Is this evidentiary hearing --

6 Q Yes.

7 A -- about your lien, right?

8 Q Yes.

9 A Correct? Yes. Mr. Vannah is my lawyer.

10 MR. CHRISTIANSEN: Permission to treat as an adverse
11 witness and lead, Your Honor.

12 THE COURT: Okay.

13 MR. CHRISTIANSEN: Judge, this new Elmo's got me fooled.

14 THE COURT: You and me both, Mr. Christiansen, so I won't
15 be of any assistance to you. I would hope, you know, my Marshal could
16 help you.

17 UNIDENTIFIED SPEAKER: Oh, I think we have to disconnect
18 over here.

19 THE COURT: Oh, okay.

20 MR. CHRISTIANSEN: I just don't want to break it.

21 THE COURT: I don't know that we've ever used the new one.
22 We just recently got our JAVS upgrade, so I'm not confident. As you
23 see, I --

24 MR. CHRISTIANSEN: It's got like some free download sticker
25 on it.

1 THE COURT: I peeled the plastic off my screen when we
2 started this hearing, so I'm not confident.

3 [Pause]

4 THE COURT: Can you call IT?

5 MR. CHRISTIANSEN: Maybe we'll break before I get started,
6 then.

7 THE COURT: Yeah. Can you get IT in here?

8 THE CLERK: Yeah.

9 THE COURT: Okay. We'll contact IT and get them over here,
10 Mr. Christiansen.

11 MR. CHRISTIANSEN: Judge, I'm happy if you want to take
12 your lunch break now, and then IT can come.

13 THE COURT: Yeah. Are you guys okay with that?

14 MR. CHRISTIANSEN: Whatever's convenient to Mr. Vannah.
15 I don't -- whatever --

16 MR. VANNAH: Whatever works is fine.

17 THE COURT: Okay. So, let's do that. Let's just break, so that
18 we make sure --

19 MR. CHRISTIANSEN: Okay.

20 THE COURT: -- all the stuff works. We'll get IT up here.

21 MR. CHRISTIANSEN: Okay.

22 MR. VANNAH: Sure.

23 THE COURT: So --

24 MR. CHRISTIANSEN: Thank you, Your Honor.

25 THE COURT: -- we'll come back at 1:00. So, Mr. Edgeworth,

1 we'll come back at 1:00. I'll remind you, sir, that you are still under oath.
2 So, we'll come back at 1:00. We'll get IT here and hopefully get all this
3 worked out. I apologize.

4 MR. CHRISTIANSEN: That's fine. That's great, Judge.

5 MR. CHRISTENSEN: See you at 1:00, Your Honor. Thank
6 you.

7 THE COURT: Okay. 1:00. Okay.

8 MR. CHRISTIANSEN: Thank you, ma'am.

9 MR. VANNAH: Thank you, Your Honor.

10 [Recess at 11:42 a.m., recommencing at 1:02 p.m.]

11 MR. CHRISTIANSEN: Judge, I don't recall. I asked for
12 permission to treat as an adverse witness, and then we got sort of
13 sidetracked with the Elmo, but may I treat as an adverse --

14 THE COURT: Yes.

15 MR. CHRISTIANSEN: -- witness and lead?

16 DIRECT EXAMINATION CONTINUED

17 BY MR. CHRISTIANSEN:

18 Q Mr. Edgeworth, what that -- Her Honor's ruling means is I'm
19 going to ask questions that call for yes or no answers and expect you to
20 respond accordingly. Is that fair?

21 A Yes.

22 Q Okay. Great. You are Canadian?

23 A Yes.

24 Q All right. You are not an American Citizen?

25 A All right.

1 Q Is -- parts of Canada are French Canada and English Canada.
2 Is English your first language?

3 A Yes.

4 Q And I heard Mr. Vannah tell Her Honor this morning that at
5 this initial meeting you had with Danny Simon on or about the 27th or
6 28th of November 2000, and -- I'm sorry -- May 2016, you were told that
7 Danny's rate was 550 an hour. Is that fair? Is that your testimony?

8 A No.

9 Q It's not your testimony?

10 A No.

11 Q You heard your lawyer tell the Judge that, right?

12 A Yes, I believe so.

13 Q And similarly, it's not your testimony that at this initial
14 meeting, Danny Simon ever told you that Ashley Ferrel was going to get
15 275 an hour --

16 A No.

17 Q -- correct?

18 A Correct.

19 Q That was never discussed at your initial meeting?

20 A No.

21 Q Sir, do you know what perjury is?

22 A Yes.

23 Q Do you know when you sign an affidavit under -- it's the
24 same as -- in a court of law, and you submit it to a judge, the oath you
25 take is the same oath you took when you came in her court?

1 A No, but I believe you.

2 Q Okay. You signed three affidavits relative to this proceeding
3 and the other case in which you sued Danny Simon leading up to this
4 hearing. Is that fair?

5 A I think so.

6 Q Okay. You signed one on February the 2nd, correct?

7 A If you show them to me, I can confirm.

8 Q You signed one on the 12th, correct?

9 A I don't know. I think so.

10 Q Okay. And you signed one on March the 15th, correct?

11 A I do not know, but I think so.

12 Q In all three affidavits, you told Her Honor, because that's who
13 the -- they were sent to, that at the outset -- that's the word you used --
14 the outset, Mr. Simon told you his fee would be 550, correct? That's
15 what you put in --

16 A Correct.

17 Q -- all three affidavits, correct?

18 A Correct.

19 Q That's not your testimony today, is it?

20 A Yes, it is.

21 Q I just asked you, sir, did Mr. Simon at the initial meeting at
22 the outset tell you his rate was 550, and you just told me no, correct?

23 A Correct.

24 Q Okay. So, in all three of your affidavits, when you say Dan
25 Simon told me, Brian Edgeworth, at the outset, his rate was 550, all three

1 of those statements in all three affidavits are false, correct?

2 A I don't think so.

3 Q English is your first language, right?

4 A Correct.

5 Q Outset means the beginning, correct?

6 A The beginning of the case, correct.

7 Q Beginning of the case would be when you say you retained
8 Mr. Simon, correct?

9 A Yes.

10 Q And your position is you retained him the 27th of May 2016,
11 correct?

12 A No, not correct.

13 Q When did you retain him?

14 A On June 10th, he called me, when they had to file a lawsuit,
15 because nobody responded.

16 Q Sir, tell me when you put in all three affidavits --

17 MR. VANNAH: Excuse me, Your Honor. He just interrupted
18 the answer. I don't know why he's doing that. It's rude for one thing and
19 wrong.

20 MR. CHRISTIANSEN: I apologize, Mr. Vannah.

21 MR. VANNAH: Can I hear the answer?

22 BY MR. CHRISTIANSEN:

23 Q Go ahead. Do you have anything else, sir?

24 A Can you restate your question, please?

25 Q Sure. I'll restate it.

1 MR. CHRISTIANSEN: I apologize, Mr. Vannah.

2 BY MR. CHRISTIANSEN:

3 Q In all three of your affidavits, sir, didn't you tell the Judge
4 under oath, under penalty of perjury, that you hired Danny Simon -- you
5 used the word retained -- May the 27th, 2016?

6 A I don't know. It might have been in there. It might be a typo.
7 I don't know. I --

8 Q Did you --

9 A -- if you show it to me, I can tell you.

10 Q Sir, I get to decide how I conduct cross-examination.

11 A I understand that.

12 Q Okay. All right.

13 A I just asked you --

14 Q Did you read the affidavits before you signed them?

15 A Yes.

16 Q And in all three affidavits, isn't it true you said you retained
17 Danny Simon May the 27th, 2016?

18 A Probably.

19 Q Yes or no?

20 A I don't know.

21 Q What do you mean, you don't know?

22 A I mean, if you show it to me, I can read it and tell you yes --

23 Q Did you read them --

24 A -- or no.

25 Q Did you read them in preparation of today?

1 A No, I did not.

2 Q Okay. And so, your testimony here under oath is that you
3 didn't retain Danny Simon May the 27th, 2016. Is that -- do I understand
4 that correctly?

5 A On that date --

6 Q Sir, that's a yes or no question. Is that your testimony that
7 you did not retain Danny Simon May the 27, 2016?

8 A No.

9 Q Poorly worded question. So, the record is clear, is it your
10 testimony under oath that Danny Simon was retained by Brian
11 Edgeworth on behalf of American Grating and the Edgeworth Family
12 Trust May the 27th or the 28th, 2016?

13 A Yes.

14 Q That is your testimony?

15 A Yes.

16 Q Well, I just asked you five seconds ago.

17 A You said it wasn't your testimony. You're confusing me with
18 the different questions. He --

19 Q Well sir, do you understand that perjury as a non-American
20 citizen is a deportable offense?

21 A Yes.

22 MR. VANNAH: Your Honor, I've got to object --

23 THE WITNESS: This is --

24 MR. VANNAH: -- to this whole thing. This thing about
25 talking about he's a foreign -- that he's not a -- first of all, it's against the

1 rules, and it's against the law --

2 MR. CHRISTIANSEN: It's not.

3 MR. VANNAH: -- to bring up anybody's ethnicity or their
4 citizenship. That's the rule in this state and that everybody's treated the
5 same, whether they're a citizen or not a citizen in a courtroom. Why are
6 we talking about whether he's a Canadian citizen or not and whether it is
7 a deportable offense? He's not perjuring himself, for one thing.

8 MR. CHRISTIANSEN: Judge, that's a speaking --

9 THE COURT: Okay.

10 MR. CHRISTIANSEN: -- objection, but.

11 MR. VANNAH: No, it's not a speaking objection. It's an
12 objection about ethnicity and citizenship, and it's absolutely improper to
13 bring that up.

14 THE COURT: Mr. Christiansen, your response?

15 MR. CHRISTIANSEN: As the Court knows, I do a
16 considerable amount of criminal defense work and when the witness
17 tells me that three times he put something in an affidavit that he then
18 backs away from, I feel compelled to inform the witness that, you know,
19 changing your story under oath can have ramifications, if you're not an
20 American citizen. That was it. I intend to move on --

21 THE COURT: Okay.

22 MR. CHRISTIANSEN: -- from it.

23 THE COURT: We can move on, Mr. Christiansen.

24 MR. VANNAH: We don't need the legal advice to my client.

25 Thank you, though.

1 MR. CHRISTIANSEN: And, Judge, just so we're clear going
2 forward, it's my understanding this is Mr. Greene's witness and so in the
3 future, I think it's probably appropriate one lawyer, one witness.

4 THE COURT: Okay. This is Mr. Greene's witness?

5 MR. CHRISTIANSEN: That's my understanding, Your Honor.

6 MR. VANNAH: That's correct.

7 THE COURT: Okay.

8 MR. CHRISTIANSEN: Okay.

9 THE COURT: Okay.

10 BY MR. CHRISTIANSEN:

11 Q All right. So, Mr. Edgeworth, I'm just trying to understand
12 what your testimony is. Okay. What your version of events are. When I
13 started out, I asked you did you hire Danny Simon May the 27th. You
14 told me no, correct?

15 A I believe what you said, did I hire him at \$550 an hour on
16 May the 27th, sir. I believe that's what you said. I might be mistaken,
17 but I believe that's what you said, and I said no.

18 Q Okay. Did you retain him May the 27th?

19 A Correct. Yes, I did.

20 Q And at that outset, the day you retained him, did he tell you
21 his rate was 550 an hour?

22 A No. He said he would do me a favor.

23 Q And at the outset, the say you retained him, did he tell you
24 what his associate's fee was going to be?

25 A No, he did not.

1 Q He said he would do you a favor?

2 A Yes.

3 Q Because he was your friend?

4 A Our wives were friends, correct.

5 Q And you guys had traveled together?

6 A Correct.

7 Q And his wife, Elaina [phonetic] had done things for your wife.

8 Fair?

9 A Perhaps, yes.

10 Q Like organ -- I mean, simple stuff. Like she organized a
11 birthday party, I think, for your wife. Helped with a funeral. Things of
12 that nature. Social things.

13 A You could ask my wife. I -- likely.

14 Q Okay. When you signed all three of those affidavits, did you
15 read them before you signed them?

16 A Yes.

17 Q Did you write them?

18 A No.

19 Q All right. I want to work with you -- backwards with you, sir,
20 a little bit. Mr. Vannah was nice enough this morning to give us the
21 retainer agreement. And I'll have it marked. What's the next in line,
22 Ash?

23 MS. FERREL: Our number 90.

24 MR. CHRISTIANSEN: I'll mark it as 90, John, if that's okay.

25 (Defendant's Exhibit 90 marked for identification)

1 BY MR. CHRISTIANSEN:

2 Q And I'll just put it up for proposed Plaintiff's (sic) Exhibit 90.
3 Is that the retainer agreement that you saw Mr. Vannah give us this
4 morning?

5 A Yeah. I think so. I can't see it. Can I see it on this monitor
6 here?

7 Q If it's on you can.

8 THE COURT: You can't see it.

9 MR. CHRISTIANSEN: May I approach, Judge? I'll help him.

10 THE COURT: Yes, please. Is there nothing on your monitor?

11 THE WITNESS: No, it's just blank.

12 MR. CHRISTIANSEN: There's not judge. Just blank.

13 THE COURT: Okay.

14 THE WITNESS: Should I move this microphone then?

15 THE COURT: Sure.

16 MR. CHRISTIANSEN: Tell me when -- if it comes on, Mr.
17 Edgeworth.

18 THE WITNESS: No.

19 MR. CHRISTIANSEN: There.

20 THE WITNESS: Okay.

21 THE COURT: And can you see the document or no?

22 THE WITNESS: It's just booting up.

23 THE COURT: Okay.

24 MR. CHRISTIANSEN: Judge, are these Elmo screens such
25 that he can touch it?

1 THE COURT: You can't do that anymore, Mr. Christiansen.

2 MR. CHRISTIANSEN: Can't do that anymore?

3 THE COURT: They took that away from us. You get 1 plus
4 and three minuses. No, apparently you can't.

5 BY MR. CHRISTIANSEN:

6 Q I'll try to put it in the middle, Mr. Edgeworth, and if you tell
7 me you can't see it, I'll try to blow it up.

8 A Mine's out of focus, is yours?

9 THE COURT: Yeah, mine is a little blurry too, Mr.
10 Christiansen, but I don't think there's anything you can do.

11 MR. CHRISTIANSEN: Oh, let me see if I can zoom in, Judge,
12 and then I'll hit auto focus or auto --

13 THE COURT: There we go.

14 MR. CHRISTIANSEN: Oh, got a little crazy.

15 THE COURT: Okay. Is that clear enough?

16 THE WITNESS: Yeah, that's good. That's very good.

17 THE COURT: Okay.

18 BY MR. CHRISTIANSEN:

19 Q Is that the fee agreement you executed, Mr. Edgeworth?

20 A Yes.

21 Q And you see how it says down here on behalf of the
22 Edgeworth Family Trust and American Grating?

23 A Yes.

24 Q You were acting as --

25 A Correct.

1 Q -- as an agent, correct?

2 A Correct.

3 Q You understood that when you signed the fee agreement,
4 right?

5 A Yes.

6 Q Okay. Just checking. And this was entered into July the 29th
7 of 2017?

8 A Yes, I believe so.

9 THE COURT: November 29th, Mr. Christiansen?

10 MR. CHRISTIANSEN: Did I say July?

11 THE COURT: Yeah.

12 MR. CHRISTIANSEN: I'm sorry, Judge. November.

13 BY MR. CHRISTIANSEN:

14 Q I misspoke. I apologize. November the 29th, 2017. Is that
15 fair?

16 A Yes.

17 Q Was this your first meeting with Mr. Vannah, the day -- I
18 mean, is this the date of the meeting with -- first meeting with Mr.
19 Vannah?

20 A Yes.

21 Q And this is the day you hired him?

22 A Yes.

23 Q Okay. And from November the 29th forward in time, you
24 have not spoken verbally to Danny Simon, correct?

25 A I don't know. I don't think so.

1 Q You think that's a fair statement? You probably have not
2 talked to him?

3 A It's -- the date. The date you're giving. I'm not positive 100
4 percent of that date --

5 Q Okay.

6 A -- but in the range of that, yes, I have not spoken to him.

7 Q And from the time you signed the agreement with Mr.
8 Vannah, you were looking to Mr. Vannah and Mr. Greene for advice as
9 your lawyer in this case, the case where Danny had been representing
10 you for the years prior, right?

11 A No. That's incorrect.

12 Q All right. Well, let's --

13 MR. CHRISTIANSEN: Judge, I'd move for admission of
14 Exhibit 90.

15 THE COURT: Any objection to 90?

16 MR. GREENE: No.

17 MR. CHRISTIANSEN: That's the fee agreement, John.

18 THE COURT: Okay. So, Defense's 90 will be admitted.

19 (Defendant's Exhibit 90 received)

20 MR. CHRISTIANSEN: 43 is next, John.

21 BY MR. CHRISTIANSEN:

22 Q I'm going to show you what's been marked for identification
23 purposes is Def -- Exhibit 43, and I'll just move it up, so you can -- I
24 handwrote my exhibits, and it's Bates stamped Simon evidentiary
25 hearing 420. Is that your signature, sir?

1 A Yes, it is.

2 THE COURT: And just one second. So, Mr. Christiansen,
3 what you're showing him is a copy of what the Clerk has?

4 MR. CHRISTIANSEN: Yes, ma'am.

5 THE COURT: Okay. So, the Clerk has that?

6 MR. CHRISTIANSEN: Yes, ma'am.

7 THE COURT: Okay. Just making sure we have it. Okay.

8 MR. CHRISTIANSEN: So, Judge, just by way of
9 housekeeping, the Clerk has a hard copy of all of our exhibits, with the
10 exception of Exhibit 80, which is all of those.

11 THE COURT: Okay. That's 80. Okay.

12 MR. CHRISTIANSEN: And we gave you a CD of that. And I
13 think we gave Mr. Vannah and Mr. Greene copies as well.

14 MR. GREENE: Correct, Your Honor.

15 THE COURT: Okay.

16 MR. GREENE: We have our exhibits also with the Clerk.

17 THE COURT: Okay. Okay.

18 BY MR. CHRISTIANSEN:

19 Q Mr. Edgeworth, the date on this letter is November the 29th,
20 2017, correct?

21 A Correct.

22 Q And the letters are signed by you and addressed to Mr.
23 Simon?

24 A Yes.

25 Q By November the 29th, 2017, Danny Simon, who had been

1 representing you in the case, either in the claim stage or in the litigation
2 against Lange Plumbing and Viking -- and there's some entities for
3 Viking in front of them -- for about 18 months. May of '16 to November
4 of 17.

5 A 18 months seems correct, if --

6 Q Okay.

7 A -- your math is right.

8 Q And up until this day, November the 29th, 2017, you had
9 looked to Mr. Simon for advice as your lawyer, correct?

10 A Correct.

11 Q And what this letter says is it tells Mr. Simon that Mr. Vannah
12 and Mr. Greene -- that you've retained Mr. Vannah and Mr. Greene to
13 assist in the litigation with the Viking entities. Did I get that first part
14 right?

15 A Correct, yes.

16 Q And then you instruct Mr. Simon to cooperate with Mr.
17 Vannah and Mr. Greene in every regard concerning the litigation and any
18 settlement. Did I get that part right?

19 A Correct.

20 Q You were also instructing Mr. Simon to give them complete
21 access to the file and allow them to review whatever documents they
22 request to review?

23 A Yes.

24 Q And, finally, you direct Mr. Simon to allow them to
25 participate without limitation in any proceeding concerning our case,

1 whether it be at depositions, court hearings, discussions, et cetera. Is
2 that right?

3 A That is correct.

4 Q Okay. And when you say our case, you mean the case
5 Edgeworth Family Trust and American Grating v. Lange Plumbing and
6 Viking?

7 A Yes.

8 Q Fair enough.

9 MR. CHRISTIANSEN: Move for admission of Exhibit 43, Your
10 Honor.

11 THE COURT: Any objection to 43?

12 MR. GREENE: No, Your Honor. Actually, Jim, Mr.
13 Christensen and our respective law firms agreed that any
14 communications going back and forth from the clients to the lawyers and
15 emails as well are all going to be admitted. We have no issue with the
16 exhibits that we presented to each other, so I think --

17 THE COURT: Okay.

18 MR. CHRISTIANSEN: I'll move quicker. I'm sorry. I was
19 unaware of that. Sorry, John.

20 MR. GREENE: No worries.

21 THE COURT: Okay.

22 MR. CHRISTIANSEN: So maybe right now is a good
23 administrative time to be able to move to admit the respective exhibit --
24 exhibits, excuse me -- that the parties have presented to the Court at this
25 time.

1 THE COURT: Okay. And I have Defense Exhibits 1 through
2 86. But Mr. Christiansen said 80 is that. So, 1 through 86 is what I have
3 here. And where's 87, 88, 89?

4 MR. CHRISTIANSEN: They're in the last book, Your Honor.
5 They probably didn't make it to the cover page, because we had some
6 extra exhibits --

7 THE COURT: Okay. You're right.

8 MR. CHRISTIANSEN: -- and then --

9 THE COURT: They're -- hold on. Let me see if there's
10 anything. Yeah, I do have -- it just says 1 through 86 on the cover.

11 MR. CHRISTIANSEN: That's right.

12 THE COURT: But I have -- there's nothing under the -- okay. I
13 have 1 through 89, and then Mr. Christensen just admitted 90.

14 MR. CHRISTIANSEN: That's the fee agreement.

15 THE COURT: So, you have no objection to 1 through 90, Mr.
16 Greene?

17 MR. GREENE: Provided that we have a reciprocal consent or
18 stipulation that our exhibits --

19 THE COURT: Right. And then yours --

20 MR. GREENE: -- 1 through 9 --

21 THE COURT: Yeah. I have --

22 MR. GREENE: -- are also to be admitted.

23 THE COURT: -- 1 through 9 on yours. Mr. Christiansen, do
24 you have any objection to 1 through 9?

25 MR. CHRISTIANSEN: Judge. I think Jim talked to -- I think

1 Mr. Greene spoke to Mr. Christensen, and I --

2 THE COURT: Okay.

3 MR. CHRISTIANSEN: -- and I don't want to speak out of turn.

4 MR. GREENE: I -- let me hold forth on this one, Judge.

5 THE COURT: Okay. Mr. Christensen, do you have any
6 objection to 1 through 9?

7 MR. CHRISTENSEN: We have no objection to 1 through 9
8 with the exception of the piece of paper entitled, Howard & Howard fees.
9 We're going to need some foundation for that.

10 MR. GREENE: Totally understood.

11 THE COURT: Which one?

12 MR. GREENE: There's a --

13 THE COURT: Oh, Howard & Howard fees --

14 MR. CHRISTENSEN: Yeah.

15 THE COURT: -- in Exhibit 9?

16 MR. GREENE: Correct.

17 MR. CHRISTENSEN: Yeah. It's part of 9.

18 THE COURT: Okay.

19 MR. GREENE: So, we'll hold that one in abeyance, Your
20 Honor. We'll deal with that on direct exam.

21 THE COURT: So, we'll have 1 through 8 going on and then
22 when we get to 9, we'll deal with 9 when you move for 9?

23 MR. GREENE: Just a portion of 9 has not been stipulated to,
24 all but --

25 THE COURT: The Howard exhibit.

1 MR. GREENE: -- I think there are three pages of documents
2 that deal with some fees that Brian will testify to that he's paid at two of
3 the law firms.

4 THE COURT: Okay. So, we'll -- 1 through 8 and all of 9,
5 except the Howard & Howard fees has been admitted. And then we will
6 deal with the remainder of 9 when you get around to that with your
7 client.

8 (Plaintiff's Exhibits 1-9 (except for Howard & Howard fees)
9 received)

10 (Defendant's Exhibits 1-90 received)

11 MR. GREENE: Okay. Thank you, Judge.

12 THE COURT: Okay?

13 MR. CHRISTENSEN: That's fine with us, Your Honor.

14 THE COURT: Thank you.

15 MR. CHRISTIANSEN: Judge, maybe the last sort of
16 housekeeping matter. I spoke to Mr. Vannah and Greene beforehand
17 and for the sake of expeditiously moving through everything, we agreed
18 we would both try to get witnesses completed in their entirety, even
19 though it might be out of order or whatever. So, they'll finished with Mr.
20 Edgeworth when I'm done and --

21 THE COURT: Okay. Rather than recall him when it's your
22 turn?

23 MR. GREENE: Yeah.

24 THE COURT: Oh, perfect. Okay.

25 MR. CHRISTIANSEN: I think I got everything, Judge.

1 THE COURT: Okay.

2 MR. CHRISTIANSEN: All right.

3 BY MR. CHRISTIANSEN:

4 Q Now, the Lange case. I want to talk to you about the Lange
5 case. You have an understanding about the claims that were sort of
6 derivative in nature that you could have been reimbursed for, should you
7 have prevailed against the Lange Plumbing Defendant, correct?

8 A I'm sorry. I'm not sure I understood your question.

9 Q Okay. Lange was the plumber that installed the Viking
10 sprinkler in your house?

11 A Yes.

12 Q Lange and you had a contract?

13 A Correct.

14 Q Under the terms of the contract, which you're very familiar
15 with, fair? You understand the terms?

16 A Yes.

17 Q Lange, if it failed to pursue a warranty on your behalf and
18 you had to go do that on your own, like you hired Danny to do, then you
19 could seek your attorney's fees as reimbursement from Lange?

20 A Yes, that's my understanding. Yes.

21 Q You understood that from talking to Danny.

22 A That's correct. That's what my lawyer told me.

23 Q I'm sorry. I should say Mr. Simon. I apologize. You
24 should -- you understood that from talking to your lawyer for 18-ish
25 months, Mr. Simon?

1 A Yes.

2 Q Okay. And then on the 29th of November 2017, you hired
3 Vannah & Vannah. That's Exhibit 90, the fee agreement we just looked
4 at.

5 A Yes. I hired them.

6 Q And Vannah & Vannah took over advising you relatively to
7 the Lange claim, correct?

8 A They provided advice. That's not what they were retained
9 for.

10 Q Well sir, you quit talking to Mr. Simon after November the
11 29th, you told me, right?

12 A Correct.

13 Q All right. And you didn't stop -- you continued
14 communicating with these nice gentlemen?

15 A Correct.

16 Q All right. And they were advising you, as we read, about
17 things like the settlement, correct?

18 MR. GREENE: Objection, Your Honor. That is -- it's attorney
19 client privilege of what he retained us to do, in what turned into a slight
20 adversarial proceeding. So, again, we're going into notes. Like you've
21 already ruled on before, they're allowed to see our fee agreement.

22 THE COURT: Right.

23 MR. GREENE: But to go into discussions that we had; I think
24 that's beyond the purview.

25 MR. CHRISTIANSEN: Judge, they -- number one, Mr. Vannah

1 signed, in open court, that settlement in your courtroom with Lange.

2 THE COURT: I remember.

3 MR. CHRISTIANSEN: So, it's nothing that's privileged. They
4 gave a consent to settle, which Mr. Vannah provided to us, that's -- that
5 talks about what they advised him on. I'm just talking about that same
6 stuff.

7 MR. GREENE: I think our issue is what was discussed. It's
8 not --

9 THE COURT: Oh, and I'm fine with not getting into what was
10 discussed --

11 MR. CHRISTIANSEN: I'll rephrase. I apologize.

12 THE COURT: -- but I think the issue of the constructive --

13 MR. CHRISTIANSEN: Discharge.

14 THE COURT: -- discharge. I'm sorry. The issue of
15 constructive discharge is an active issue in this case, so whether or not
16 Vannah's office advised him in what to do in the Lange settlement is
17 absolutely relevant, because that came after you guys were already in.
18 We all did that right here in this courtroom. So in regards to specifics of
19 what you guys talked to, that's not going to be allowed, Mr. Christiansen.

20 MR. CHRISTIANSEN: Yes, Your Honor.

21 THE COURT: But with regards to who advised him in the
22 Lange settlement, that's absolutely relevant, and I'm going to allow Mr.
23 Christiansen to ask him questions about that.

24 MR. GREENE: Thank you.

25 BY MR. CHRISTIANSEN:

1 Q So, Mr. Edgeworth, I'll try to phrase my questions consistent
2 with the Court's order. From the time you hired Vannah & Vannah in
3 Exhibit 90, which is the 29th day of November 2017, until you settled
4 with Lange, in that window, you never spoke verbally to Danny Simon,
5 correct?

6 A In some window. I'm not positive that the window you're
7 making is the window.

8 Q Okay. Did you email Mr. Simon between the 29th and the
9 settlement with Lange?

10 A I would think so.

11 Q Did you ask Mr. Simon for legal advice about the settlement
12 with Lange?

13 A That was provided through my lawyers.

14 Q Through Vannah & Vannah?

15 A No. Simon told them. They told me.

16 Q So the answer is you only talked to Vannah & Vannah -- I
17 don't want the substance -- not Danny Simon, between the time you
18 hired Vannah & Vannah, and you settled with Lange?

19 A Yeah.

20 Q Fair?

21 A They spoke with Simon and --

22 Q Sir, I just asked you a question. Is that a fair statement?

23 THE COURT: Sir, he's asking you did you speak directly to
24 Mr. Simon via email -- and I'm concerned. I want to know did you talk to
25 him via email? Did you call him? Did you text him? Did you have any

1 communication directly between you and Mr. Simon from the date you\
2 hired Mr. Vannah's office to the date we all signed the Lange settlement
3 agreements right here?

4 THE WITNESS: Yes, we did.

5 THE COURT: Okay.

6 BY MR. CHRISTIANSEN:

7 Q You talked to him?

8 A I'm sorry. You asked one question, but then the Judge asked
9 me if I had emailed with Mr. Simon between the date of -- Vannah &
10 Vannah -- the 29th and later and the answer is yes.

11 THE COURT: You personally?

12 THE WITNESS: Me personally.

13 THE COURT: Okay.

14 BY MR. CHRISTIANSEN:

15 Q Did you -- is it true you did not verbally talk to him? I want to
16 make sure I'm getting it accurate.

17 A He left me a voicemail.

18 Q But you didn't verbally talk to him?

19 A No. I listened to the voicemail.

20 Q And you were relying on legal advice provided you from
21 Vannah & Vannah in terms of the Lange settlement? I'm just talking
22 about that.

23 A They were communicating what his legal advice was,
24 correct?

25 THE COURT: Who was he?

1 BY MR. CHRISTIANSEN:

2 Q Who was --

3 A The Vannah -- John -- Mr. Greene and Mr. Vannah
4 communicated to me what Mr. Simon communicated to them about his
5 advice to proceed in the Lange settlement.

6 Q Okay. Well, let's talk about Mr. Simon. And can we agree,
7 Mr. Edgeworth, that Mr. Simon's view on what to do with Lange was
8 different than the Vannah & Vannah lawyer's view with what to do with
9 Lange?

10 A Yes.

11 Q Different sets of advice. Can we agree on that?

12 A Yes.

13 Q Ultimately, you decided to do what Mr. -- what the Vannah &
14 Vannah Firm advised you of?

15 A Correct.

16 Q Okay. And that's reflected, sir, in what's now in evidence as
17 Exhibit 47, which is the consent to settle signed by yourself on December
18 the 7th, and is that Mrs. Edgeworth -- that's your wife, sir?

19 A That's correct.

20 Q And it's on Vannah & Vannah letterhead, correct?

21 A Correct.

22 Q And this consent to settle reflects the Vannah & Vannah
23 advice you were receiving in this time frame about what to do with
24 Lange, correct?

25 A Not all of it, but it does reflect --

1 Q It does --

2 A -- some of their advice, correct.

3 Q It -- it's inconsistent with the advice Mr. Simon was giving to
4 you about what to do with Lange, correct?

5 A Correct.

6 Q So you chose to disregard Mr. Simon's advice and listen to
7 these nice gentlemen here?

8 A Correct.

9 Q All right. And, specifically, what you say is EFT, that's the
10 Edgeworth Family Trust; is that right?

11 A Correct.

12 Q And American Grating v. Lange?

13 A Oh, you're at the top, sir?

14 Q Yeah. I'm sorry, sir. I'm right here at the top.

15 A Oh, that's good. Yeah, if you do the finger, that's good.

16 Q Okay.

17 A Yeah. Yes.

18 Q And you can look at whichever one you want, Mr.
19 Edgeworth. You don't have to --

20 A Well, this one is easier to read. That's easier to see.

21 Q Okay. This says you and your wife on behalf of the Trust and
22 American Grating consent to settle all claims against Lange for the gross
23 amount of \$100,000 minus sums owed to Lange pursuant to the
24 contract?

25 A Correct.

1 Q All right. And that was -- that term of the settlement was not
2 a term Mr. Simon advised you to enter into, correct? It was inconsistent
3 with his advice about Lange.

4 A Correct.

5 Q Okay. And these are my highlights, Mr. Edgeworth, so I
6 apologize for that. Don't take anything by them. It says, we
7 acknowledge that our attorneys have advised us that by settling the
8 outstanding claims with Lange, we will be waiving all claims for
9 attorney's fees, including any contingency fee that a court may award to
10 the Law Office of Danny Simon.

11 Did I read that correctly?

12 A Yes.

13 Q And before you signed this, did you read it?

14 A Yes, I sure did.

15 Q So you know -- you knew back in December the 7th from
16 listening to your Vannah & Vannah that a court could award Mr. Simon a
17 contingency fee, correct?

18 A Pardon me? I'm sorry --

19 Q I just --

20 A -- I thought you were going to keep reading, and then --

21 Q Okay.

22 A -- I got confused.

23 Q Well, look up here at me. I'm sorry. That's all right. You
24 knew from the sentence I just read that a court could award Mr. Simon a
25 contingency fee award, correct? That's right in the -- I just read it.

1 A I suppose it's possible.

2 Q And you chose to settle the Lange case pursuant to the
3 Vannah & Vannah advice?

4 A Correct.

5 Q All right. And what -- it goes down here a little bit. And I'm
6 just looking at my highlight, Mr. Edgeworth, so you can follow along,
7 that you acknowledge that Mr. Vannah has also explained that to
8 continue to litigate with Lange is economically speculative, as we've
9 already made more than whole with the settlement with the Viking
10 entities, and Lange may be legally entitled to an offset for the amount of
11 the settlement paid to us by Viking.

12 Did I read that correct?

13 A Yes.

14 Q And so, you agreed when you signed this with Mr. Vannah's
15 assessment that Danny Simon's representation had made you more than
16 whole, correct?

17 A I'm not sure what you mean by more than whole.

18 Q Well, this is a document you signed sir, not me. It said, we
19 have already been made more than whole with the settlement against
20 Viking. Did I read that correctly?

21 A Yes.

22 Q And Danny Simon effectuated the settlement against Viking,
23 correct?

24 A Effectuated?

25 Q He was your lawyer --

1 A Correct.

2 Q -- that obtained a --

3 A He was my lawyer --

4 Q -- \$6 million settlement, yes?

5 A Correct.

6 Q And that settlement, according to Mr. Vannah, and you made
7 you more than whole?

8 A Correct.

9 Q And you chose in this consent to settle, to listen to Vannah &
10 Vannah, and they had advice. I'm not saying right, wrong or indifferent,
11 but that advice was different than Danny Simon's advice relative to
12 Lange?

13 A Correct.

14 Q All right. After you settled with Lange -- and this in the -- sort
15 of over the holiday times, right. It's like about the Thanksgiving, getting
16 into Christmas, the times where the settlements are getting done and
17 people are getting checks and the like?

18 A Can you define what settled means? Does it mean when
19 they give us the offer, when they send over the --

20 Q Sure. That's actually a fair question, sir. Let me see if -- I'll
21 be more specific, okay? You sued Danny Simon. Mr. Vannah sued
22 Danny Simon on your behalf, January the 4th, 2018?

23 A Correct.

24 Q That's about three days shy of a month from when Mr.
25 Vannah advised you to settle with Lange?

1 A Correct.

2 Q And when you sued Mr. Simon, the check for the Viking
3 money had not been deposited in a bank, correct?

4 A Correct.

5 Q Ultimately, Mr. Sim -- Mr. -- sorry -- Mr. Vannah and Mr.
6 Christensen made an agreement where they were going to open a joint
7 trust type of an account, Danny and -- I'm sorry -- Mr. Simon and Mr.
8 Vannah. Those checks would be -- that check -- \$6 million check would
9 be deposited there. Fair?

10 A You're wrong. There's two checks. You're right, but you
11 said that check, the one check. There's two checks.

12 Q You're right. Thank you for correcting me. Technically -- the
13 checks totaling \$6 million. One was from Viking, right, or its insurance
14 company?

15 A They were from Zurich Insurance, correct.

16 Q And they totaled 6 million bucks? Before the --

17 A I have a confidentiality --

18 Q -- Lange settlement.

19 A -- agreement about the size of the settlement that I signed.

20 MR. GREENE: I'm sorry, Your Honor. That's kind of an issue
21 that he's facing. They signed a confidentiality agreement to the amount.
22 I know that it's just kind of a sticking point with them, so --

23 THE COURT: Okay. Well, this Court is aware of what the
24 amount is, as I was involved in the settlement. It was \$6 million.

25 THE WITNESS: Correct.

1 THE COURT: So, we can go forward.

2 THE WITNESS: So, I can --

3 THE COURT: I mean, you can abide by your confidentiality
4 agreement, but I mean, in regards to what the amount is, I mean, I'm
5 aware of what the amount was.

6 MR. CHRISTIANSEN: Judge, I could be wrong, but there is
7 no confidentiality agreement as to the Viking settlement. Mr. Simon
8 negotiated that away.

9 MR. GREENE: As to the amount?

10 MR. CHRISTENSEN: It doesn't exist, right?

11 THE COURT: There's a -- I mean, I was not aware, because I
12 was here when they brought in the documents and everything on the --
13 so is there a settlement agreement about the amount? I mean, a
14 confidentiality agreement? Because I'm not aware of that.

15 THE WITNESS: That's what Ms. Pancoast sent over in the
16 letter on November 15th, that the confidentiality would be limited to the
17 settlement amount.

18 THE COURT: Well, I mean, this Court can take judicial notice
19 of the \$6 million, because, also, it's interesting that that would be
20 brought up as confidentiality, because it's all littered through these briefs
21 like there's no tomorrow.

22 So, I'm not really sure, if he's under a confidentiality
23 agreement, why this office wouldn't be under a confidentiality
24 agreement, and Mr. Simon clearly didn't know about it, because it's in
25 these briefs about 800 times that this was \$6 million. And so, I'm very

1 well aware that this was a \$6 million settlement, and you guys have been
2 writing about it for eight months.

3 So, I mean, sir, you can answer the question, because it's out
4 in the open that this settlement was \$6 million.

5 BY MR. CHRISTIANSEN:

6 Q So where were we, Mr. Edgeworth, before we -- others
7 started helping me understand facts that I'm probably not as fluent in as
8 I should be, is that the lawsuit filed by you against Danny Simon -- filed
9 by Mr. Vannah on your behalf against Danny Simon was January the
10 4th, 2018, correct?

11 A Yes.

12 Q And so, you don't have to take my word for it.

13 MR. CHRISTIANSEN: That's Exhibit 19, John.

14 THE COURT: Did you say 19, Mr. Christiansen?

15 MR. CHRISTIANSEN: 19, Your Honor.

16 BY MR. CHRISTIANSEN:

17 Q That's Mr. Vannah and Mr. Greene on your be -- on behalf of
18 your entity suing Daniel Simon?

19 A Yes.

20 Q And so, you know, I'm being square with you about the date.
21 It's up there in the right corner. It's January the 4th.

22 A I agree.

23 Q Okay. So, you hadn't verbally spoken to Danny since before
24 November the 29th, and then you sued him January the 4th, after you
25 settled the Lange claims, pursuant to Mr. Vannah's advice. Fair?

1 A Did we settle the Lange before the 4th? Because you guys
2 didn't --

3 Q You signed the consent to settle. Remember, I just showed
4 you.

5 A Oh, the consent to settle. I thought you said the settlement.

6 Q All that is fair chronologically --

7 A Correct.

8 Q -- for you so far?

9 A Right. Yes. Yeah.

10 Q Okay. And when you sued Danny Simon, the checks for the
11 Viking settlement hadn't even been negotiated. In other words, put into
12 a bank account?

13 A Correct.

14 Q Ultimately, that happened, I think about ten days later,
15 pursuant to Mr. Vannah and Mr. Christensen having an agreement?

16 A Correct.

17 Q All right. So, you quit taking Mr. Simon's advice the end of
18 November, settled with Lange the 7th of December, and then sued
19 Danny Simon for his representation of you in the Edgeworth v. Viking
20 lawsuit January the 4th, fair?

21 A No. Parts of your sentence are fair, and parts aren't. I didn't
22 quit taking advice from Mr. Simon.

23 Q What day did --

24 A I listened to it.

25 Q No, you didn't. You just told the Judge you disregarded

1 Danny's advice relative to Lange, and you listened to Vannah & Vannah.
2 Do you remember telling her that?

3 A I listened to both advices, sir.

4 Q But you followed theirs.

5 A Okay, then I would agree with that statement.

6 Q Okay.

7 A But you didn't say that, sir.

8 Q You didn't follow Danny's advice?

9 A I did not take his advice, correct.

10 Q And then you turned around and sued him January the 4th?

11 A Correct.

12 Q And you sued him for his representation of you in getting the
13 \$6 million settlement, correct?

14 A I'm sorry?

15 MR. GREENE: Misstates the plain nature of the text of the
16 complaint, Your Honor. It's not -- he didn't sue his representation of him.
17 He sued based upon his conduct during the representation, not the way
18 he was represented.

19 MR. CHRISTIANSEN: I'll rephrase to try to placate Mr.
20 Greene, Judge, if the Court would allowed me.

21 BY MR. CHRISTIANSEN:

22 Q You sued Danny, arising out of his representation of you?

23 A Well, what he said to us, correct.

24 Q Okay. And you sued him, just chronologically --

25 A Uh-huh.

1 Q -- I just mean in time, before the settlement checks with
2 Viking had even been deposited?

3 A Correct.

4 Q All right. And you heard Mr. Vannah give an opening
5 statement today, sir?

6 A Yes.

7 Q Do you recall how he told the Court he wasn't involved in
8 any of the settlement negotiations?

9 A I don't recall that. I'm sorry. I don't recall everything he said.

10 Q We just -- you and I can agree that he was the one advising
11 you of the Lange settlement, because you signed on his letterhead to
12 consent to settle December the 7th.

13 A He advised me why to do that, yes.

14 Q And I have your settlement agreement.

15 MR. CHRISTIANSEN: Which is Exhibit 5, John. And I'm
16 looking at page 4, Mr. Greene.

17 BY MR. CHRISTIANSEN:

18 Q This is the settlement agreement with Viking?

19 A You just asked about Lange, sir. The --

20 Q I did.

21 A Okay.

22 Q Now, I'm shifting gears. I want to talk to you about Viking,
23 too, because if you see paragraph E -- do you see that, sir?

24 A Yes, I do.

25 Q Who's the lawyers that advised you? Right in the document

1 you signed about settling with Viking?

2 A It says Robert Vannah, Esquire and John Green, Esquire.

3 Q Show me where it says Danny Simon.

4 THE COURT: This is the Viking settlement?

5 MR. CHRISTIANSEN: It is.

6 THE COURT: Okay.

7 BY MR. CHRISTIANSEN:

8 Q Go ahead.

9 A On the page that I'm looking at, the fractional page, I don't
10 see it.

11 Q And is that your settlement? You and your wife's
12 settlement? Sorry, signature?

13 A On the 1st of December, correct.

14 Q All right. So as early as December 1st, according to Exhibit 5,
15 you were not relying on Danny Simon's advice, but instead relying on
16 the advice of Vannah & Vannah when settling the Viking claims, correct?

17 A When signing contracts, correct.

18 Q Okay. And I think you've already told me that was the same
19 situation about five or six days thereafter, when you signed that consent
20 to settle with Lange on the Vannah & Vannah letterhead, right?

21 A They had advised me of other things than the settlement,
22 yes.

23 Q Okay. And, sir, let's look at Exhibit 90 again. This is your
24 retainer with Vannah & Vannah. Did you sign a separate retainer
25 agreement for the lawsuit, where they sued Danny Simon for you?

1 A This is the retainer agreement.

2 Q I'm sorry?

3 A This is the retainer agreement.

4 Q Well, that's the retainer agreement for the case where you
5 sued Danny Simon?

6 A Correct.

7 Q Okay. Let's look at the caption of the Danny Simon lawsuit
8 and see if we can get some clarification. Exhibit 90 says that you are
9 hiring -- client retains attorneys. I'm looking at the second paragraph,
10 sir. Here. I'll put my finger on it.

11 A I see, yes.

12 Q To represent him as his attorneys regarding Edgeworth
13 Family Trust and American Grating et al. v. Viking -- all Viking entities, all
14 damages, including, but not limited to, and it goes on, correct?

15 A Correct.

16 Q Show me the fee agreement that says -- or show me in here
17 where it says -- and I'll just show you the title. This is Exhibit 19. This is
18 your lawsuit against Danny Simon. It's called Edgeworth Family Trust
19 and American Grating v. Daniel Simon. Where is that in Exhibit 90?

20 A Where is what, sir?

21 Q The fee agreement for the new lawsuit.

22 A What do you mean? I don't understand your question.

23 Q Sure. This fee agreement is for the lawsuit Danny had been
24 your lawyer on for 18 months, correct?

25 A No.

1 Q It's not?

2 A No. This fee agreement was signed -- am I allowed to say?

3 Q Mr. Edgeworth, don't look at them for answers. Just --

4 THE COURT: Okay, sir. You can't ask them any questions.

5 THE WITNESS: Oh, I'm sorry.

6 THE COURT: You have to answer Mr. Christiansen's

7 question.

8 BY MR. CHRISTIANSEN:

9 Q So sir --

10 A I retained --

11 Q -- just read right here. Edgeworth Family Trust and American
12 Grating v. all Viking entities. That's the case Danny was your lawyer on
13 for 18 months, correct?

14 A Correct.

15 Q That's different, do you agree with me, than the case entitled
16 Edgeworth v. Danny Simon?

17 A Yes.

18 Q And do you agree with me there is no retainer agreement
19 for --

20 A No, I do not.

21 Q -- Vannah -- or Edgeworth v. Danny Simon contained in
22 Exhibit 90?

23 A No, I do not.

24 Q Do you see a cap -- do you see Edgeworth v. Danny Simon?

25 A No, I do not see that.

1 Q It's not in there, right?

2 A No.

3 Q All right. And during this time, where you come into court --
4 we had a bunch of court hearings. Were you present during those court
5 hearings?

6 A I went to two court hearings during the entire case.

7 Q February 6, 2018 and February 20th, 2018?

8 A Maybe one of those. I went two hearings over the entire 18
9 months, I believe.

10 Q All right. Sir, can we agree that once you sued Danny Simon,
11 you no longer were looking to him for legal advice?

12 A I expected him to complete his job.

13 Q That's not my question to you. My question is can we agree
14 that since you're not verbally communicating with him, you listened to
15 advice from a different office that's inconsistent with his advice, and you
16 sued him, and that you have effectively stopped listening to his advice?

17 A No.

18 Q No?

19 A No.

20 Q You just think you can sue lawyers and make them work for
21 free?

22 A No.

23 Q Well, that's what you put in your affidavit is that Danny was
24 paid in full as of September of 2017, and you expected him to finish what
25 you paid him for?

1 A Correct. I did expect him to finish what he was paid for.

2 Q But I thought, sir, you were paying him an hourly rate.

3 A Correct.

4 Q So he was supposed to work those hours for free?

5 A No.

6 Q Sir, you put three different times he was paid in full in
7 September of 2017.

8 A He was paid in full for every bill he submitted, correct.

9 Q But you expected him to finish the job while you were suing
10 him?

11 A Yes.

12 Q For free?

13 A No.

14 Q Okay. When -- you're going to pay him?

15 A If he submitted a bill, correct.

16 Q See, that's what I'm trying to figure out, Mr. Edgeworth.

17 What was this agreement you think you had with Mr. Simon? Because
18 what you put in your affidavits, all of them, is that Mr. Simon was paid
19 for the hours he captured and put in his will. Captured is my word, not
20 yours. Right?

21 A Yes, he was paid for all his time.

22 Q But you know darn good and well and have from the outset
23 of talking to your friend, Danny Simon, who to quote you was going to
24 do it as a favor, that he wasn't putting all his time in those bills. You
25 know that?

1 A No.

2 Q Sir, you just told the Court Danny took the case as a favor.
3 Do you remember that?

4 A Yeah, and a week later, he started billing me.

5 Q And you -- a week later, he started billing you?

6 A Yeah. On June 10th, when it became clear that he had to file
7 a lawsuit, because they weren't going to agree, he phoned me and told
8 me he was going to incur a bunch of costs and that he would need to
9 start billing me \$550 an hour, which was his board approved rate, and I
10 would get it back when I won from the Lange parties and the 550 was
11 based on his experience in litigation and everything else and was
12 approved by judges.

13 Q So now that conversation took place June the 10th. Is that
14 what your testimony is?

15 A It always took place June the 10th.

16 Q No. In all three of your affidavits, it took place at the outset
17 of your retention, which was May the 27th. We've already determined
18 that.

19 A The outset --

20 Q Sir -- sir --

21 A -- of the case.

22 Q -- did you put the --

23 MR. GREENE: May he answer the question, Your Honor? He
24 just cuts him off.

25 MR. CHRISTIANSEN: It's leading, and it's permissible.

1 THE COURT: Okay. Mr. Christiansen, I want to know what
2 the answer to this question is, so, sir, answer the question.

3 THE WITNESS: Danny met with me at the 28th at Starbucks
4 and took the case. He said --

5 THE COURT: 28th of May?

6 THE WITNESS: 28th of May 2016. I emailed him on the 27th
7 of May 2016, to see if he could help me out with this thing, because
8 everyone said it's a slam-dunk. They have to pay. They're all liable.
9 There's a contract, everything else. They're just yanking you around. I
10 reached out to him. He agreed to meet with me. We met at Starbucks. I
11 gave him a summary of all the entities involved and who's who, et
12 cetera. We talked about it.

13 He said that he would write a few letters, which is why when
14 you asked me when was he retained, he sent letters to these other
15 people who was Kinsale at the time, Viking, someone else, saying that I
16 had retained him. That's what the letters said. They were like retention
17 letters. Then they blew him off back and forth a little bit. Around, I
18 believe it was the 9th of June, he said they aren't going to settle. They
19 aren't going to do it. We need to file a lawsuit against them. This is
20 going to start costing me some money.

21 And he gave me the whole pitch, and I agreed. I said I
22 accept. That's fine. And on the Tuesday -- that's on a Friday. On the
23 Tuesday, he filed a lawsuit on June 14th against these entities. It's as
24 simple as that. That should clarify it.

25 Q Okay. Did I allow you to complete that answer?

1 A I believe so.

2 Q Okay. So, it is true that on May the 27th or the 28th at
3 Starbucks, Danny never told you his fee was 550 an hour?

4 A No.

5 Q No, he did or no he didn't?

6 A I'm sorry. I'm getting flipped with the way you asked the
7 question.

8 Q Okay.

9 A No, he never told me that date that his fee -- of May 27th or
10 28th, that his fee was 550 an hour.

11 Q Nor did he ever tell you his associate's fee was 275 an hour?

12 A Correct.

13 Q And sir, you didn't get a bill from an associate until 14
14 months after Mr. Simon was retained by you according to your
15 affidavits. Is that fair?

16 A Likely. I'd need to review the bills to be positive, but likely.

17 Q Okay. You're a smart guy, right? Harvard MBA?

18 A I assume so.

19 Q Got lots of lawyers, right?

20 A What do you mean, lots of lawyers?

21 Q You've hired -- for -- I'll give you a simple example. You
22 hired a lawyer as an expert in this -- in the underlying case, correct?

23 A Under the advice of my lawyer, yes, I did.

24 Q All right. You hire lawyers. I mean, you have businesses, I
25 think in China, correct?

1 A Yes.

2 Q All right. You've dealt with lawyers in your life, correct?

3 A Yes, I have.

4 Q In the underlying case, you hired a guy named Crane
5 Pomerantz, former United States Attorney?

6 A Correct.

7 Q To opine about the conduct of one of the defendants, fair?

8 A I think the scope was broader, but correct, he was hired.

9 Q And can we agree that Mr. Simon never presented you an
10 hourly retainer fee agreement?

11 A No, he never presented me one.

12 Q And you know what those look like, right?

13 A Somewhat, yes. They look --

14 Q I'll show you --

15 A -- different.

16 Q -- Exhibit 62 and that's your signature, Mr. Pomerantz'
17 signature. Crane works over at Sklar Williams. Dated September 6,
18 2017. Fair?

19 A Fair.

20 Q It's an hourly retainer, where it talks about you having to
21 advance costs, right?

22 A I don't think I advanced Crane costs. He bills me for them in
23 arrears.

24 Q Monthly?

25 A I don't think he billed monthly, either. He didn't send me the

1 bills, he sent them to Simon.

2 Q Generally monthly? See where I've got my finger?

3 A Maybe they wrote down their agreement. I don't know if
4 they billed monthly or not. You could find out, because it would be in
5 the case file.

6 Q When you're late, you have to pay him interest?

7 A Okay.

8 Q Nothing like this was ever presented to you by Mr. Simon,
9 fair?

10 A Nothing like that was ever presented to me by Mr. Simon.

11 Q And other than yourself and this June phone call, which by
12 the way, in any of the three affidavits you signed, do you talk about a
13 June 10th phone call, where Danny told you his rate was 550 an hour?

14 A I don't know.

15 Q What do you mean you don't know?

16 A I don't think so.

17 Q I'm sorry?

18 A I didn't reread these before the case, sir. I'd be more than
19 happy to read them now and tell you positively. I don't think so.

20 Q You don't think so. So, that's new testimony here mid-
21 August\ 2018, if it's not in your affidavits.

22 A Okay.

23 Q Correct?

24 A Correct.

25 Q Okay. Because --

1 A Unless it's been --

2 Q Unless what?

3 A Unless it's been presented, and one is -- something that
4 John's written. I don't know.

5 Q Okay. Well, you -- I'll show you your affidavit. This is your
6 first one. Oops, sorry.

7 MR. CHRISTIANSEN: It's -- sorry, John, 16 -- Exhibit 16.

8 BY MR. CHRISTIANSEN:

9 Q It is dated the 2nd of February 2018. Is that right?

10 A Correct. I see it down there.

11 Q See my finger again?

12 A Yeah.

13 Q All right. And that's your signature?

14 A Correct.

15 Q Let's just look right above here. You just told the Judge you
16 didn't think Mr. Simon should have to finish your work for free.
17 Remember that? Remember just testifying to that?

18 A Yes.

19 Q Let's look at paragraph 21. We're not thrilled to have him as
20 an attorney, but we don't want to pay more than we've already had to
21 pay to get someone else up to speed. Plus, we've already paid nearly
22 500,000 to Simon and his change of heart and fee only came about when
23 the claims in the litigation were, for all intents and purposes, resolved.
24 Since we've already paid him for this work to resolve the litigation, can't
25 he at least finish what he's been retained and paid for?

1 Did I read that correctly?

2 A Correct.

3 Q So in this paragraph, under oath, you claim that finishing up
4 the litigation is something you've already paid Danny in full for, correct?

5 A That doesn't say that.

6 Q He's been retained and paid for. It absolutely says that.

7 A Since we've already paid him for this work to resolve the
8 litigation, can he at least finish what he's been retained and paid for?

9 Q You've already paid him is what you're telling the Judge
10 when you --

11 A For all the work he's done to that point.

12 Q Can't he just finish what he's been retained and paid for?
13 That's what you told the Judge in this affidavit, right?

14 A Correct.

15 Q Okay. That's inconsistent with what you just told me a few
16 minutes ago, which was that you were still willing to pay Danny.

17 A I don't think it's inconsistent.

18 Q All right. Let's look, sir, if you would --

19 MR. CHRISTIANSEN: -- I'm looking at page 1 of Exhibit 16,
20 Mr. Greene.

21 BY MR. CHRISTIANSEN:

22 Q Line 3 says, on or about May 27th, on behalf of -- I, on behalf
23 of Plaintiffs, retained Simon.

24 Did I get that correct?

25 A Correct.

1 Q And if I go down to paragraph 6, it says, at the outset of the
2 attorney-client relationship, Simon and I orally agreed Simon would be
3 paid for his services by the hour at an hourly rate of 550. Did I read that
4 correctly?

5 A Correct.

6 Q That's inconsistent with your testimony today, correct?

7 A I don't think it is.

8 Q Okay. You didn't know what outset meant when you wrote it
9 back then?

10 A I didn't write it. I signed it, but I don't think it's inconsistent,
11 regardless.

12 Q Okay. You go on to say, for example, Simon billed us at 550.
13 His associate billed us at 250 -- 275 --

14 A 275.

15 Q -- an hour. You didn't know Danny Simon was going to
16 charge you 275 an hour until 14 or 15 months after you retained him,
17 right?

18 A Correct.

19 Q So, you never had an agreement with Danny Simon about
20 his associate's bill from the outset of your litigation. That's a fantasy,
21 correct?

22 A Correct.

23 Q All right. And to imply or tell the Court that you did is very
24 similar to saying what you did on page 1, that from the outset, Danny
25 Simon told you he was 550 an hour, right? That's a fantasy, too, because

1 the outset was May 27th or May 28th, right?

2 A That's incorrect.

3 Q Sir, I didn't write these, and I didn't sign them.

4 A Okay.

5 Q Right? You said you retained Danny May 27th, right?

6 A Correct.

7 Q Then you said at the outset, he told you his fee was 550 an
8 hour and that's what you agreed to, correct?

9 A Correct.

10 Q That's a fantasy. That's not true, correct?

11 A No, it's not. That's ridiculous. The -- it's --

12 Q Mr. Edgeworth --

13 A -- a 24-month case. You're trying to define the outset as one
14 day and not one week later. It's a general term.

15 Q Sort of like when you write all these affidavits saying that he
16 told you his associate was going to bill you at 275 an hour, and then hit
17 the stand and agree in front of Her Honor that you never knew that until
18 14 or 15 months after he was retained?

19 MR. GREENE: Your Honor, these questions have been
20 asked --

21 THE WITNESS: Is that a question, sir?

22 MR. GREENE: -- and answered.

23 MR. CHRISTIANSEN: It is.

24 THE COURT: Hold on --

25 THE WITNESS: No.

1 THE COURT: -- sir.

2 THE WITNESS: Is there a question on the end of it?

3 THE COURT: Hold on, Mr. Edgeworth.

4 THE WITNESS: Sorry.

5 MR. GREENE: Your Honor, this is like the fourth or fifth time
6 this question has been asked and answered. It just keeps getting asked,
7 Your Honor. We'd ask that he be asked to move on.

8 THE COURT: Well, I mean, he said that 275 was never told to
9 him until 14 months later, Mr. Christiansen. He's already acknowledged
10 that, so we can ask another question.

11 MR. CHRISTIANSEN: Okay.

12 BY MR. GREENE:

13 Q Other than yourself, Mr. Edgeworth, did anybody else hear
14 Danny Simon tell you his rate was 550 an hour at the outset?

15 A I don't know if anybody was on the phone at his end.

16 Q Anybody on your end on the phone?

17 A No.

18 Q Did you record it?

19 A No.

20 Q There's -- Mr. Christensen had some estimation for pages of
21 emails over here.

22 A How many pages?

23 Q A lot more than I felt like reading this weekend, I can tell you
24 that much. Did you find a single email from yourself confirming that
25 rate?

1 A I didn't look through the emails, sir.

2 Q Can you point me to a single email confirming that rate?

3 A Yeah, Danny Simon emailed me bills constantly.

4 Q That's not what I asked you, sir. I asked you can you point
5 me to an email of yours confirming the rate of Danny Simon at 550 an
6 hour from the outset of this litigation that you told the Judge he took as
7 a favor?

8 A I don't know. I'd have to look.

9 Q So, is that a different way of saying you've never been able
10 to identify an email confirming that in writing?

11 A I guess so.

12 Q Okay. Getting a little out of order, which is making Ms. Ferrel
13 nervous, but let's turn to paragraph 11. As I understand from listening to
14 Mr. Vannah's opening statement this morning and from reading your
15 affidavits, it's your contention that Danny -- or that you really did all the
16 heavy lifting in the case that effectuated or made it worth 6 million bucks
17 against Viking, correct?

18 A Definitely.

19 Q Okay. And sir -- and I mean this not in a pejorative sense, but
20 you're not a lawyer, fair?

21 A No, I'm not a lawyer, sir.

22 Q You can't walk into a courtroom in the 8th Judicial District
23 Court for the State of Nevada, County of Clark and make an appearance,
24 correct?

25 A I don't know. Can I? I don't know.

1 Q You didn't make any court appearances?

2 A No, I did not.

3 Q Didn't argument any motions?

4 A No, I did not.

5 Q Didn't file any motions?

6 A No, I did not.

7 Q You didn't get any experts excluded?

8 A No, I edited those things, but I didn't file them.

9 Q You didn't get evidentiary hearings to strike answers

10 granted?

11 A No.

12 Q You didn't do any of that?

13 A No.

14 Q But your work is what made the case worth 6 million bucks?

15 A Correct.

16 Q Have you ever been qualified to testify as an expert on the

17 value of services rendered by a nonlawyer?

18 A No.

19 Q Right. Because you bill at like a buck-fifty an hour, right?

20 A No.

21 Q You were billing American Grating to be reimbursed for your

22 time, right?

23 A No, I billed during the remediation cleanup.

24 Q All right. How was -- what did you make an hour?

25 A Pardon me?

1 Q What were you billing at per hour?

2 A \$150 --

3 Q That's what I said. I'm sorry, I said buck-fifty.

4 A That's not what you said that I was doing. You said I billed
5 on the case on \$150 an hour. Just to clarify what I billed on.

6 Q And in fact -- and if you want to look at what you think
7 attorneys should be paid at, I mean, you're paying very fine lawyers, Mr.
8 Greene and Mr. Vannah 975 bucks an hour, right?

9 THE COURT: 925, Mr. --

10 MR. CHRISTIANSEN: 925. Sorry. My eyes are terrible,
11 Judge. I apologize.

12 THE WITNESS: Correct.

13 MR. CHRISTIANSEN: Mr. Vannah wishes it was 975.

14 MR. VANNAH: Probably should be, but I'm not trying to get
15 quantum meruit here.

16 BY MR. CHRISTIANSEN:

17 Q Now, you're willing to pay lawyers to come sort of button up
18 a settlement at 925 an hour, fair?

19 A When somebody threatens me, yes.

20 Q Okay. And that wasn't litigating a complex product case,
21 fair?

22 A Pardon me?

23 Q Mr. Vannah and Mr. Greene didn't come in to litigate a
24 complex products defect case. Isn't that true?

25 A They're litigating a pretty complicated case.

1 Q And for that they're fudging or disputing with you what Mr.
2 Vannah's worth. You're willing to pay him 925 an hour?

3 A I had little choice.

4 Q And Mr. Greene as well?

5 A Correct.

6 Q And as I read your first affidavit, Mr. Edgeworth -- because
7 you took it out of the second two -- in your first affidavit, you told Her
8 Honor that the case blossomed in the fall of 2017, right?

9 A Late summer.

10 Q I'm sorry?

11 A Yeah, later summer, early fall.

12 Q That's not what you said. You said fall.

13 A Okay.

14 Q Did you say fall, or did you say summer?

15 A I don't know. Why don't we look? I'm not sure.

16 Q I mean, it's convenient today you're trying to make it
17 summer, because in the affidavit, you said fall, right?

18 A Can I see the words, please?

19 Q Just tell me if you remember what you said.

20 A No, I do --

21 Q I'll show them to you.

22 A -- not remember.

23 Q All right. Paragraph 11, I think is the --

24 THE COURT: And which affidavit, is this Mr. Christiansen.

25 MR. CHRISTIANSEN: This -- the February 2nd one, Your

1 Honor, is Exhibit 16.

2 THE COURT: Okay.

3 BY MR. CHRISTIANSEN:

4 Q It says, s discovery in the underlying litigation neared its
5 conclusion in late fall, 2017. Let's just stop right there. Was my memory
6 accurate or yours? You said fall, right?

7 A Can you read back your question, please?

8 Q No. We can't. This isn't a deposition. We can --

9 A Yeah, I believe you said --

10 Q -- you can answer my question.

11 A -- as the case blossomed in the late fall of 2017.

12 Q Okay. We're going to get there.

13 THE COURT: And is that what the document says, sir?

14 THE WITNESS: That's not what he just read. He said as
15 the -- if I read the document, it says, as discovery in the underlying
16 litigation neared its conclusion in the late fall of 2017, after the value of
17 the case blossomed from one of property damage of approximately half
18 a million to one of significant.

19 It doesn't define when the case blossomed. You put that
20 before --

21 BY MR. CHRISTIANSEN:

22 Q I didn't write it, man, you did.

23 THE COURT: Okay. So, sir, you dispute that you're saying
24 that in this affidavit that the case blossomed in the fall of 2017?

25 THE WITNESS: Well, I don't know what he means by

1 blossomed. It really started --

2 THE COURT: Well, that's -- it says blossomed in this
3 document. Are you looking at it right here. Are you disputing that --
4 nowhere in there does it say summer. Would you disagree with that
5 statement?

6 THE WITNESS: Correct.

7 THE COURT: Okay. Mr. Christiansen.

8 BY MR. CHRISTIANSEN:

9 Q All right. Sir, so we're clear, you and/or attorneys working on
10 your behalf, not employed at Danny Simon's law office wrote this --

11 A Correct.

12 Q -- affidavit?

13 A Correct.

14 Q So to quarrel with me about the word fall or summer makes
15 very little sense, since I didn't write it. Fair?

16 A Correct.

17 Q Okay. And you say the value of the case -- after the value of
18 the case blossomed -- that's another term not chosen by me. It's just
19 simply in your affidavit, correct?

20 A Correct.

21 Q And then you go on to say you wrote an email, right? The
22 purpose of which was -- the purpose of the email was to make it clear to
23 Simon and then it says, we'd never had a structured conversation about
24 modifying the existing fee agreement from an hourly to a contingency
25 agreement.

1 Did I read that correctly?

2 A Yes, you did.

3 Q Did you mean to say structured conversation?

4 A Oh yeah, I see the typo.

5 Q All right. Now, that email, sir, is dated August the 22nd,
6 2017, correct?

7 A Correct.

8 Q That email -- is it written -- according to you -- your historical
9 version of events contained in these affidavits, is that that email was
10 written at a time after the case had blossomed, correct?

11 A Yes, it was.

12 Q Tell the Judge what the global offer was between all the
13 Defendants, any of them, the day you wrote that letter? Did you have
14 one --

15 A Which letter?

16 Q -- dollar on the table for you to accept the day you wrote the
17 August 22nd email to Danny Simon about a contingency fee?

18 A No.

19 Q Not one dollar?

20 A No.

21 Q Had Mr. Simon filed -- been able to obtain a second 30(b)(6)
22 deposition?

23 A I don't know what a 30 --

24 Q I know you don't. That's the point. Had Mr. Simon been able
25 to have experts like Rosenthal [phonetic] precluded by the Court?

1 A By August 22nd?

2 Q Yeah.

3 A I'm not sure.

4 Q Had Mr. Simon moved for summary judgment against
5 Lange?

6 A He moved for that, yes.

7 Q Before August 22nd?

8 A He --

9 Q I got the registered action, so if you want to bicker with me
10 about dates --

11 A I'm not bickering with you, sir. I'm -- you're asking me about
12 a specific date.

13 Q Yeah.

14 A If I'm not sure, I'm just telling you.

15 Q Okay. So, you don't know?

16 A I don't know.

17 Q All right. Had he moved to strike the answer of Viking?

18 A I don't know by that date.

19 Q Had he effectuated a protective order, so that you guys could
20 receive a document dump from the Viking entities?

21 A I don't know if it was by that date. We did receive documents
22 and some large dumps well before that date.

23 Q All right. And those documents were received -- when you
24 told the Court or you heard Mr. Vannah say that you went out and did all
25 this work, the documents that ultimately you and Mr. Simon's office

1 reviewed were an overwhelming majority of which came from these
2 document dumps obtained in the litigation, correct?

3 A The key pieces of evidence. Some of it was there. Some of it
4 was not, correct.

5 Q Okay. It wasn't your efforts that got those documents. It was
6 Danny's, right?

7 A It was my efforts that got the documents.

8 Q Well, what did you file that got those documents? You're not
9 a lawyer.

10 A I didn't file something to get documents. I found the
11 documents.

12 Q No. You looked at documents. Ashley Ferrel put in a
13 Dropbox link for you --

14 A Correct.

15 Q -- that were obtained by Danny Simon's law office as your
16 lawyer, correct?

17 A Correct.

18 Q Okay. So, you didn't obtain the documents. Danny did.

19 A That's not exactly true. There was a whole bunch missing,
20 which he said they weren't missing, and I kept demanding, which
21 actually became the essential documents in the case, and he had to keep
22 refiling and refiling and refiling to get the UL documents.

23 Q And those refiling and refiling and refiling, did you do any of
24 that work?

25 A I edited a lot of the stuff, yes.

1 Q Did you sign any of the pleadings?

2 A No.

3 Q Did you go to court for any of the hearings?

4 A No, I did not.

5 Q Did you obtain favorable rulings on any of it?

6 A No, I did not.

7 Q That was all done by Mr. Simon?

8 A Correct.

9 Q On this case he took as a favor, right? That's what you said,
10 not me.

11 A Wasn't a --

12 Q Yes or no?

13 A -- favor after half a million dollars of fees were paid.

14 Q Sir, you know, you've done that throughout your affidavits,
15 and I want to call you on it right now. You haven't paid Danny Simon a
16 half a million dollars in attorney's fees. That's another one of your
17 fantasies, correct?

18 A No. What's a fantasy?

19 Q Fake, pretend.

20 A I paid him --

21 Q Conjured out of whole cloth.

22 A I've paid him \$560,000.

23 Q How much in attorney's fees, sir? I know you like to use the
24 big number, because it makes you feel better. How much in attorney's
25 fees? Mr. Vannah was candid with the Court this morning, and he told

1 the Judge --

2 MR. CHRISTIANSEN: -- it was like 580, Bob? 380.

3 BY MR. CHRISTIANSEN:

4 Q 380 in attorney's fees, right?

5 A That sounds correct.

6 Q So every time -- just like you did just now, when you're under
7 oath, in these affidavits and just now on the stand say you've paid him,
8 as if it's fees, 500,000, that's misleading, right?

9 A It most certainly isn't.

10 Q Because --

11 A I've written checks to Simon for \$560,000, and they've been
12 cashed and cleared. I don't see how that's misleading, sir.

13 Q Because it presumes those were monies to be kept by him as
14 opposed to like in a personal injury case, he was fronting your costs to
15 the tune of 200,000 bucks, right? Because that's the truth, right?

16 A What is the truth, sir?

17 Q Sir, it doesn't seem like you understand it, but isn't it true he
18 fronted? In other words, he --

19 MR. GREENE: Your Honor, that's just completely
20 inappropriate to be making that kind of an accusation against a witness.
21 I mean, we're all getting along here just fine, but he can't say stuff like
22 that for heaven sakes.

23 MR. CHRISTIANSEN: Judge, he told me he didn't
24 understand the truth. I don't --

25 MR. GREENE: He just called him a flat-out liar, Judge, and

1 that's just inappropriate. Just -- can we just ask questions and get
2 answers for heaven's sake?

3 MR. CHRISTIANSEN: I'm trying.

4 THE COURT: Okay, Mr. Christiansen, can we just phrase --

5 MR. CHRISTIANSEN: Sure, Your Honor.

6 THE COURT: -- and ask a question?

7 BY MR. CHRISTIANSEN:

8 Q Isn't it true you have paid Danny Simon attorney fees less
9 than \$400,000?

10 A That sounds about right.

11 Q So would you agree with me that when you say you've paid
12 Danny Simon -- and you do it everywhere in these affidavits -- in excess
13 of \$500,000, you implicitly know that a big chunk of that he paid off to
14 front your costs, right?

15 A Every business you pay pays something for whatever. It
16 doesn't deny the fact --

17 Q Sir, that's a yes or no question.

18 A -- you paid the business.

19 Q It's a yes or no question. Every time you wrote, you paid
20 Danny in excess of 500,000, implying that he kept all that money, you
21 knew darn good and well, part of what he paid -- close to 200,000 in
22 costs, he fronted for your case, right?

23 A I know he paid costs, correct.

24 Q And so, every time when you say I paid Danny in excess of
25 500,000, as if that money Danny kept, you knew that to be misleading,

1 correct?

2 A It's not misleading in the least.

3 Q All right. Let's go back to your affidavit, when this case had
4 blossomed from all your hard work. And that's your version of events,
5 sir? Did I get that correct?

6 A Correct.

7 Q All right. The date of your email is August 22nd, 2017,
8 correct?

9 A Correct.

10 Q Tell the Judge what the offer was from Lange to pay you the
11 day you wrote that contingency email to Danny Simon.

12 A I don't know that there was one.

13 Q Tell the Judge what the offer was from Viking, the entity that
14 ultimately paid you \$6 million the day you wrote that email?

15 A Nothing.

16 Q Zero. Right?

17 A Yes.

18 Q So nothing had blossomed, as you wrote in your affidavit. If
19 the offer is zero, nothing blossomed. Can we agree on that?

20 A I don't agree, but --

21 Q Well, what can you buy with zero?

22 A I agree the offer was zero.

23 Q Okay. This morning, you heard Mr. Vannah tell the Judge
24 that in your last meeting with Danny Simon, he presented you a contract
25 and wanted you to sign it. Remember hearing that?

1 A Yes.

2 Q That's not true, is it? When you and your wife, Angela, went
3 to Danny's office November the 17th to meet with him about what was
4 going on in court that very morning, right, he had to come over here in
5 front of Judge Jones that morning --

6 A Correct.

7 Q -- right? He didn't give you anything and try to force you to
8 sign it, did he?

9 A He tried to force us to sign something, yes.

10 Q He gave you a document.

11 A No, he wouldn't let us leave with anything.

12 Q What did he try to force you to sign?

13 A We don't know. That was such a free for all meeting, where
14 he was saying you need to sign a fee agreement where I get \$1.2 million.
15 You need to sign this, so I get one and a half million. That's fair. There
16 was so much said, even as we left. That's why we asked for something
17 to leave with. As we drove back, neither one of us could agree on what
18 he was even asking for.

19 Q So to date, you don't have any document he supposedly was
20 trying to force you to sign?

21 A No. He emailed it on the 27th, when I insisted he put it down
22 in writing.

23 Q And that was in response to your November 21st email,
24 right? Where you were laying out for him what you thought the real
25 value of your case was?

1 A I beg your pardon?

2 Q You wrote an email to him the 21st saying here's the value of
3 my case. This was after you'd settled it for 6 million bucks. You only
4 thought the value was 3.8. Remember that?

5 A No. Danny Simon called me while he was in Machu Picchu
6 repeatedly after the 17th asking what we were going to agree to on his
7 bonus fees and insisting we come to an agreement on something, and
8 then at one point on one of the phone calls he says, give me a list of all
9 your costs in this case, what you feel your damages, or costs, or
10 whatever was. I cut and pasted an Excel thing and emailed it to him. A
11 couple days later, he called. Every time he had cell reception, he'd call
12 and kept saying well, are you going to give me this? I feel I deserve this.
13 I feel I deserve this.

14 And then finally, when I said look, I'm not going to keep talking
15 about this topic until you put something down that is structured in
16 writing that is cogent, and I can read and understand what you're even
17 talking about, I'm not going to discuss this anymore. And then on the
18 27th, he sent the email. So, if that's in response to the 21st, I agree, but
19 there was other stuff.

20 Q Let me show you your email from the 21st.

21 MR. CHRISTIANSEN: John, it's 39.

22 BY MR. CHRISTIANSEN:

23 Q That's your email address at pediped?

24 A Pediped.

25 Q I'm sorry. I apologize, pee-dee-ped (phonetic)??

1 A Everybody says pedi, but it's not a big deal. Pee-dee-ped,
2 though.

3 Q Pee-dee-ped. All right.

4 A The I makes the E long.

5 Q Okay. This is dated November 21, '17?

6 A Yes.

7 Q And this is from you to Danny?

8 A Yes.

9 Q And you have line items on this; is that accurate?

10 A It is very accurate.

11 Q And you have legal bills, costs not billed yet.

12 A Correct.

13 Q That's blank.

14 A Correct.

15 Q So you know you owe him money?

16 A Yeah. His last bill was like September 26th or something like
17 that. And this is November.

18 Q So you're aware you owe him money?

19 A Correct.

20 Q So when you signed those affidavits that I just showed you,
21 saying that he'd been paid in full, that wasn't accurate, correct?

22 A It depends what -- you're twisting words here.

23 MR. GREENE: How -- Your Honor, how many times are we
24 going to be asked. I object. Asked and answered. He's already
25 answered this question. To him, that's not what it means. And he's

1 admitted that he owes more fees. Do we need to go into this again?

2 MR. CHRISTIANSEN: Judge, he sued him, saying he'd been
3 paid in full, and he was owed nothing else. Do you want me to show the
4 paragraph in --

5 THE COURT: I mean, he said that in the affidavit, but there's
6 also this \$72,000 that's undisputed that is like there's a bill, and then it
7 was submitted, now resubmitted, so I know that that's still an issue. Is
8 that what you're referring to?

9 MR. CHRISTIANSEN: No, Judge. That's -- those are some
10 costs. I just want to know whether -- I'll change it around, so nobody can
11 say I'm taking stuff out of order, Judge.

12 THE COURT: Okay.

13 BY MR. CHRISTIANSEN:

14 Q Do you know, Mr. Edgeworth, one way or another, when you
15 filed the lawsuit on January the 4th, did -- isn't it true you claimed that
16 Danny Simon had been paid in full?

17 A No, I don't think that that claim was made.

18 Q You don't think that was made?

19 A Because he was paid in full for every bill he has given us.
20 That's the claim.

21 Q Okay. I'm looking --

22 MR. CHRISTIANSEN: This Exhibit 19, John.

23 BY MR. CHRISTIANSEN:

24 Q -- at the complaint, Mr. Edgeworth. Are you with me?

25 A Yeah, that's the 4th?

1 Q That's the 1st -- yes, sir, the 4th. I'll show you the date, so
2 you can --

3 A I see it, yeah.

4 Q Got it? All right. See paragraph 36 and just read along with
5 me. Simon admitted in the litigation that the full amount of his fees
6 incurred in the litigation was produced in updated form on or about
7 September 27, 2017.

8 Did I read that correctly?

9 A Correct.

10 Q The full amount of his fees, as produced, are the amounts set
11 forth in the invoice that Simon presented to the Plaintiffs and that the
12 Plaintiffs paid in full.

13 Did I read that correctly?

14 A Correct.

15 Q Then I go down to -- see my highlights there?

16 A Yes.

17 Q That the contract has been fully satisfied by Plaintiffs, that
18 Simon is in material breach of the contract, and that the Plaintiffs are
19 entitled to the full amount of settlement proceeds.

20 Did I read that correctly?

21 A Correct.

22 Q So in your law suit, you claim that you're entitled to all the
23 settlement proceeds and Danny's been paid in full, right?

24 A For everything he's invoiced, yes.

25 Q Did the word invoice appear in any of what you and I just

1 read?

2 A I don't know. I believe you're taking it out of the context,
3 but --

4 Q Sir, did the word invoice appear in anything I just read?

5 A No.

6 Q That's not what it said, right? You took the position when
7 you sued your lawyer that got you 6 million bucks, a figure you agree
8 made you more than whole, that he was entitled to nothing, correct?

9 A That's not the position I took, and it isn't --

10 Q Is that the position that --

11 A -- the position we've ever taken.

12 Q Is that the position I just read for you in the complaint?

13 A I just told you I don't think that's what that means.

14 Q Do you remember saying that the money was solely yours
15 that was put in this trust account?

16 A It should be solely mine, correct.

17 Q So that means Danny's not entitled to anything, correct?

18 A That's not true. I have money in my Wells Fargo account. If
19 somebody gives me an invoice, the money in my Wells Fargo account is
20 still solely mine, but it would still paid their invoice.

21 Q All right. When you hired Danny, did he tell you he didn't bill
22 clients?

23 A No. He said he's had cases like ours and he repeated this,
24 that he's billed hourly and got 40 percent contingency at the end of the
25 case, and he says he infrequently bills, and it's uncomfortable when he

1 has to send bills to people, but he incurs costs when doing, you know,
2 filings and stuff.

3 Q Okay. So, I think you're missing apples and oranges. Is what
4 you're trying to explain where Danny told you that at times, he had
5 prevailed on a thing called an offer of judgment, and then he has to go
6 and tell a court how much time he put into something, so that attorney's
7 fees might be awarded? Is that something you're sort of confusing?

8 A No, I don't think I'm confusing. Over the series of the case,
9 he's told me a lot of things, which I don't know -- I have no -- you know,
10 I'm not his accountant.

11 Q I didn't hear you. I'm sorry.

12 A I'm not his accountant, so I don't know for a fact anything
13 about the way he bills or anything else.

14 Q All right.

15 A He's said a lot of things over the course of the case. I don't
16 know which are true and which are not.

17 Q So let's start back in the beginning now. I've jumped around
18 a bit. Now I'm going to walk you through some stuff to see if I can use
19 your words, what you put in emails, and what you received in emails to
20 refresh your recollection.

21 A Okay.

22 Q All right.

23 MR. CHRISTIANSEN: So, the first is Exhibit 80, Bates stamp
24 3557, John.

25 THE COURT: And what did you say? Exhibit 80. And then

1 what did you say, Mr. Christiansen?

2 MR. CHRISTIANSEN: Bates stamp 3557.

3 THE COURT: Okay.

4 BY MR. CHRISTIANSEN:

5 Q All right. That's the day you've been talking to us about, Mr.
6 Edgeworth, when you were emailing and talking to Mr. Simon?

7 A Correct.

8 Q May the 27th?

9 A Correct.

10 Q And emails are goofy things. They go in reverse order, so if I
11 go to where this string begins, it's from you to Danny. Here, I'll move it
12 down. I'm sorry, Mr. Edgeworth.

13 A Yeah. You can't see it.

14 Q Is that right?

15 A Correct.

16 Q And it starts actually by -- again, this is just how the threads
17 work. It says, hey, Danny. This is you sending Danny an email at 9:30
18 a.m.

19 A Correct.

20 Q I do not want to waste your time with this hassle. And then
21 in parenthesis, other than to force you to listen to me bitch about it
22 constantly, close paren. And the insurance broker says I should hire
23 Craig Marquis and start moving the process forward. So, I just do that
24 and not bother you with this?

25 Did I read that correctly so far?

1 A So far.

2 Q My only concern is that some (sic) goes nuclear, open paren,
3 with billing and time, close paren, when just a bullet to the head was all
4 that was needed to end this nightmare, open paren, and I do not know
5 this person from Adam, close paren.

6 Did I get that all correctly?

7 A Yes.

8 Q This is you initiating discussions with a friend of yours or an
9 acquaintance of yours about helping you?

10 A Correct.

11 Q All right. This is during the time he told you it was a favor?

12 A Correct.

13 Q But you had no discussion about hourly rates?

14 A Correct.

15 Q In response, Danny writes to you, I know Craig. Let me
16 review the file and send a few letters to set them up.

17 Did I read that correctly?

18 A Correct.

19 Q And what you and Danny had talked about was that he didn't
20 really want the case, right? He wanted to send a few letters to see if
21 some insurance company would come in, and cover your damages, and
22 go about and try to redeem their money they pay you from Viking or
23 whoever else. He's trying to set up an insurance company, right?

24 A We hadn't spoken about any of that at this point.

25 Q Okay. Maybe a few letters will encourage a smart decision

1 from them.

2 A Correct.

3 Q If not, I can introduce you to Craig, if you want to use him.

4 By the way, he lives in your neighborhood. Not sure if that's good or
5 bad.

6 A Correct.

7 Q All right. Somebody had recommended to you to hire Craig;
8 I think it's Marquis.

9 A Correct.

10 Q And you were reaching out to your friend saying, hey, can
11 you help me with this, because I don't want to get crushed or -- I don't
12 want somebody going nuclear, to use your words -- on the bills?

13 A Correct.

14 Q You were looking for a favor, too.

15 A Correct.

16 Q From your friend.

17 A For a referral, correct.

18 Q And he agreed to do you a favor.

19 A Correct.

20 Q No discussion of hourly rate, none?

21 A No.

22 Q And he started working, right, on your case?

23 A Not after this. The next day, maybe.

24 Q All right. He starts -- you brought him -- and I'll find the other
25 thread, because there's two threads from that day, from the 27th. The

1 other thread is -- you told Danny is it had taken you hours to put together
2 a summary, and you had read about somewhere between 600 and 1,000
3 documents?

4 A Correct.

5 Q And you had a box?

6 A Correct.

7 Q Like one of those boxes. Not a Dropbox. Like a box box.

8 A Close enough. It was a plastic box.

9 Q And it was too big, I think, you said to scan, or email, or
10 something. You wanted to give it to him. You had to physically give it
11 to him.

12 A Sounds about right.

13 Q All right. And then you say, after Danny emails you about
14 Craig and his willingness to introduce you to him, okay. I'll type up a
15 summary with all the documents today and get them to you somehow.
16 I'd rather pay you and get it resolved than have someone like Craig drag
17 this on forever.

18 A Correct.

19 Q And Danny says back to you, let's cross that bridge later.

20 A Correct.

21 Q He doesn't say I charge 550 an hour. Fair?

22 A No.

23 Q And this is the outset of your relationship with Mr. Simon in
24 this case, correct?

25 A Yes. It's --

1 Q The very beginning.

2 A -- it's the beginning, yes.

3 Q And then just so you -- your recollection from that same day,
4 Mr. Edgeworth, May 27th, you say -- and again, this is one of those goofy
5 emails that starts with the same exchange down here at the bottom.

6 A Uh-huh.

7 Q And then you -- somehow it becomes a different thread and
8 that's above my technical skills, but you say, dude, when and how can I
9 get this to you? Even typing up the summary is taking me all day
10 organizing the papers. There's at least 600 to 1,000 pages of crap.

11 A Correct.

12 Q And Danny writes, our job is not easy, laugh out loud,
13 however you want, right?

14 A Correct.

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

17 A Correct.

18 Q It was an all day project just to summarize?

19 A Yeah, I wrote a two-page summary, so that he wouldn't have
20 to read through all the junk, yeah.

21 Q Then he agrees on his day off, Saturday, to meet you at
22 Starbucks, right?

23 A Yeah.

24 Q 28th's a Saturday. I'll just tell you that.

25 A It is a Saturday, correct.

1 Q It is.

2 A I know.

3 Q And he takes time out of his family time to come meet you
4 Saturday at Starbucks?

5 A Correct. He met me at Starbucks on [indiscernible].

6 Q No discussion of fee?

7 A No.

8 Q It's a favor?

9 A Yes.

10 Q Okay. And that's the outset of your relationship with Danny
11 Simon?

12 A That's the very start of it, correct.

13 MR. CHRISTIANSEN: I'm sorry, Mr. Greene. I didn't tell you.
14 That second string is Exhibit 80, Bates stamp 3552 and 3. Sorry, Judge.

15 THE COURT: That's all right.

16 BY MR. CHRISTIANSEN:

17 Q Is it fair, Mr. Edgeworth, that at the time you go to your
18 friend looking for a favor -- I'll use your words -- you thought maybe a
19 carefully crafted bullet might get you some results, versus getting billed
20 a whole bunch by a lawyer you didn't know from Adam?

21 A Yeah. I thought if they -- if a lawyer just sent a letter, that
22 they would just say okay, we were just seeing if, you know, we could
23 reject your claim --

24 Q Got it.

25 A -- basically.

1 Q And that's what you were looking to Danny to do.

2 A Correct.

3 Q And you concede to me today, under oath, that you never
4 codified your relationship via a written agreement?

5 A Correct.

6 Q You never agreed those days, 27, 28 to 550 an hour?

7 A Correct.

8 Q Never agreed to an associate rate?

9 A Correct.

10 Q Never even talked about advancing costs?

11 A No.

12 Q No, you didn't talk about it? Or no, you did talk about it?

13 A No, we did not talk about advancing costs --

14 Q Thank you.

15 A -- on those two dates.

16 Q That was a poorly worded question by me, and I just want
17 the record to be clear. And so, this favor, for -- to use your words, was at
18 the beginning and there were no well-defined terms of your relationship.
19 Fair?

20 A Yeah.

21 Q And an example of that is just June 5th.

22 MR. CHRISTIANSEN: Mr. Greene, Exhibit 80, Bates stamp
23 3505.

24 BY MR. CHRISTIANSEN:

25 Q Which is June 5th, five days, a week later, maybe, of 2016,

1 when you -- these are those goofy emails again -- you write to Danny,
2 would you be writing this or do you need -- do I need to get Mark
3 Gatz -- in parenthesis, estate guy -- to do it? I would like to start moving
4 money Friday.

5 Did I read that correctly?

6 A Correct.

7 Q I think what you're referring to, Mr. Edgeworth, is like a
8 promissory note or a loan document?

9 A Correct.

10 Q Danny didn't know how to write a loan document, right?

11 A I don't know if he does or doesn't.

12 Q Well, you asked him if he'd be writing, and he answered you
13 back, send it to somebody else. That's not -- he said Mark Katz. That's
14 another lawyer.

15 A Correct.

16 Q Your lawyer?

17 A Correct.

18 Q He wanted you to have your other lawyer do this work?

19 A Correct.

20 Q And you were going to borrow money from -- I think you
21 borrowed it from your friend, who works at -- works for you and from
22 your mother-in-law?

23 A Correct.

24 Q And you borrowed money at an interest rate?

25 A Correct.

1 Q Two or 3 percent a month?

2 A Two and -- yeah, 2.65, and then 3 on the next notes.

3 Q So somewhere between 34 and 36 percent a year?

4 A I think -- well, 30 and 37 or something. Correct. Close
5 enough.

6 Q And those interest rates that you were -- those -- the interest
7 that you were incurring was in your mind -- and I'll show you how you
8 break it down here in a minute -- damages you were incurring because of
9 Viking's faulty sprinkler and/or Lange installing them?

10 A Yeah. The failure for them to pay to repair the damage,
11 definitely.

12 Q Got it. And it wasn't like at the time you didn't have the
13 money to finance the litigation different ways. That was just the method
14 with your Harvard MBA that you chose. Fair?

15 A Yeah, it's prudent.

16 Q It's -- I just didn't hear you.

17 A Prudent.

18 Q Prudent. You chose to borrow other people's money, give
19 them a big return on their loan or return on their investment, as opposed
20 to, for example, cashing your Bitcoin out?

21 A Correct. That's very prudent.

22 Q And those interest payments were monies over and above
23 whatever the hard number, the hard costs of the property damage was
24 done to your residence. Right? That's how you ultimately list them out?

25 A I'm not sure I understand. They're an expense of the

1 damages. Is that what you mean?

2 Q Yep.

3 A Yes, they're expenses.

4 Q And so everybody -- because you get involved in these cases,
5 you forget maybe some things aren't super clear when you start, but you
6 had about \$500,000 in hard cost damage to your house, and then some
7 future hard card cost damage that you needed to repair, correct?

8 A Yeah. It was between 3 and 8. You know, there was a lot of
9 different estimates, but that's fair.

10 Q And then ultimately, you had several hundred thousand
11 dollars' worth of interest you owed?

12 A Highly likely over two years, yes.

13 Q And those future damages, like replacing your kitchen
14 cabinets?

15 A Yes.

16 Q Have you replaced those kitchen cabinets?

17 A Yes. We've paid -- well, no. They haven't replaced them.
18 They've been paid to make them. They haven't come back to put them
19 in.

20 Q So a line item of damages that you collected for haven't been
21 replaced yet?

22 A No.

23 Q They're on their way, but just not yet?

24 A I don't know. I haven't called the guy.

25 Q All right.

1 A They better be on their way.

2 Q And as of June 5th, not even the scope of Mr. Simon's
3 representation has been determined, because he doesn't know if he's
4 supposed -- you don't know if he's going to write your loan agreements
5 or you should have somebody else?

6 A Correct.

7 Q Was in flux?

8 A Correct.

9 MR. CHRISTIANSEN: And Exhibit 80, Mr. Greene. Bate
10 stamps 3425 and 6.

11 BY MR. CHRISTIANSEN:

12 Q And so we're clear, did you get a bill in June for Mr. Simon's
13 work in May?

14 A June of 2016, sir?

15 Q Yes, sir.

16 A No.

17 Q Did you get a bill in July for Mr. Simon's work in May or
18 June?

19 A No.

20 Q Did you get a bill in August for May, June or July?

21 A No.

22 Q September?

23 A No.

24 Q October?

25 A No.

1 Q December?

2 A Yes.

3 Q And December of 2016 is the first time you saw a bill with the
4 number 550 on it. It's the first bill you saw, correct?

5 A Yes. Correct.

6 Q Seven months after he started representing you?

7 A Correct.

8 Q And can we agree that that bill did not contain all of Mr.
9 Simon's time?

10 A I think it was pretty generous.

11 Q I don't understand that answer, sir.

12 A I think it encompassed all his time and there was blocks that
13 looked generous, the amount of time.

14 THE COURT: What do you mean by generous, sir?

15 THE WITNESS: I mean, like sometimes a lawyer will write a
16 letter and say it took them two hours, where I could pound it out on
17 typewriter in 15 minutes. The two hours seems generous. It seems
18 aggressive.

19 THE COURT: So, when you say generous, you mean
20 generous in like he's exaggerating the time, you thought?

21 THE WITNESS: Well, it's typical on lawyer's bills, they bill in
22 their favor. They bill blocks, and it's a generous amount of time.

23 THE COURT: So, you're saying the amount was more than
24 the work he did?

25 THE WITNESS: I'm not contesting that at all. He -- I was just

1 asking -- answering his question. He said did I --

2 THE COURT: Right. But I don't know what you mean --

3 THE WITNESS: Oh.

4 THE COURT: -- by generous. I don't know what you're -- I
5 mean, are you saying that the amount that you paid was more than the
6 work that was done?

7 THE WITNESS: I think the number of hours on the bill was
8 generous. It's fair. It's a fair amount --

9 MR. VANNAH: She doesn't understand --

10 THE WITNESS: -- to do the work that was done.

11 MR. VANNAH: -- what you mean by generous.

12 THE COURT: Yeah. Is it fair or --

13 MR. VANNAH: Is he being charitable to you --

14 THE WITNESS: It's fair.

15 THE COURT: -- generous?

16 MR. VANNAH: -- that he doesn't --

17 THE WITNESS: It was not charitable in my favor. It was
18 likely on the -- skewing on the side towards Mr. Simon's favor for the
19 hours --

20 THE COURT: Okay.

21 THE WITNESS: -- but I'm not contesting that.

22 THE COURT: No. I understand that, but when you say that --

23 THE WITNESS: Oh, I'm sorry.

24 THE COURT: -- I need to understand exactly what you're
25 saying. And then you turn around and say fair. I don't know which one

1 you mean. Okay, Mr. Christensen. Sorry, I was just --

2 MR. CHRISTIANSEN: That's okay, Your Honor.

3 THE COURT: -- for the Court's clarification.

4 MR. CHRISTIANSEN: I didn't understand, either.

5 THE COURT: Okay.

6 MR. CHRISTIANSEN: So that's why I asked.

7 BY MR. CHRISTIANSEN:

8 Q I -- in the Mark Katz email --

9 A Uh-huh.

10 Q -- you're talking about starting to borrow money. Is that as I
11 understand it, Mr. Edgeworth?

12 A Correct.

13 Q You say you want to do it by Friday, 350,000 plus however
14 much I need to pay legal fees during the insurance company's delays.

15 A Correct.

16 Q You didn't know how much you were going to have to pay?

17 A No idea.

18 Q You didn't write a rate, correct?

19 A A rate of interest?

20 Q A rate of hours, per hour what you were going to pay?

21 A Oh, no.

22 Q And insurance company delays, that reflects again sort of
23 this state of in flux the case was in. Simon's trying to get insurance
24 companies to step in and do the right thing. They don't, so he's gotta
25 sue. Then he sort of tells you, hey, maybe the lawyers will get involved,

1 and they'll get their insurance companies to do the right thing. That's
2 what you meant when you said insurance company delays?

3 A No. At this point, he hadn't sued. At that point --

4 Q No.

5 A -- insure --

6 Q I'm aware of this. This was before he filed suit, but --

7 A Correct. Yes.

8 Q -- it just -- this just reflects the relationship is in flux, correct?

9 A Yeah. Represents that the insurance companies just aren't
10 paying. They're delaying the payment of the claim --

11 Q Got it.

12 A -- that inevitably, they'll have to pay.

13 Q Well, not inevitably. If you prevail on the lawsuit, they have
14 to pay. Insurance companies -- I bet you I can even get Mr. Vannah to
15 agree they don't pay most of the time, unless he makes them.

16 MR. VANNAH: No, I -- Your Honor, would you -- I don't want
17 you to think I'm rude. I just want to go to the bathroom. I didn't want to
18 interrupt anything.

19 THE COURT: Okay.

20 MR. CHRISTIANSEN: Is -- this maybe is a good time?

21 THE COURT: This is a good time, Mr. Vannah. I'm glad you
22 brought that up. We sometimes get caught up in not doing it. All right.
23 So, we'll be at recess about 15 minutes.

24 MR. GREENE: Thank you, Your Honor.

25 THE COURT: So, we'll come back at a quarter to.

1 MR. VANNAH: Thank you, Your Honor.

2 [Recess at 2:36 p.m., recommencing at 2:47 p.m.]

3 THE COURT: A-738444, Edgeworth Family Trust; American
4 Grating v. Daniel Simon, doing business as Simon Law.

5 Mr. Christiansen, you may resume.

6 MR. CHRISTIANSEN: Thank you, Your Honor.

7 BY MR. CHRISTIANSEN:

8 Q Mr. Edgeworth, I want to direct your attention back to the
9 affidavit you signed February the 2nd of this year. And it was signed and
10 attached as an exhibit to briefs dealing with the attorney's lien that Mr.
11 Simon filed in your Edgeworth v. Viking case; does that sound familiar to
12 you?

13 A The attorney's briefs, whoa. That's --

14 Q It was attached to something Mr. Vannah and Mr. Greene
15 filed on your behalf --

16 A Okay.

17 Q -- arguing -- we've argued about a bunch of different things,
18 but relative to the lien.

19 A Okay.

20 Q Make sense?

21 A Okay.

22 Q All right. So, I can make sure I show you Mr. Greene's 16,
23 the day, sir, is the 2nd of February, this is the one you and I were talking
24 about; is that right?

25 A It's the 2nd of February, correct, yes.

1 Q But this is the one we started talking about, we had a back
2 and forth, relative to fall and summer; do you remember that?

3 A Okay, yes.

4 Q Okay. I just want to point you back to that same paragraph,
5 because I neglected to finish reading it with you.

6 A Okay.

7 Q Paragraph 11 says: Please understand that I was incredibly
8 involved in this litigation in every respect.

9 A Where are you at? Oh, at the top.

10 Q You see --

11 A I see, yeah, yeah.

12 Q Here, let me do my --

13 A I found it.

14 Q You've got it now?

15 A Yes.

16 Q Okay. Regrettably it was and has been my life for nearly 22
17 months. Did I read that correctly?

18 A Correct.

19 Q Mr. Vannah said this morning that you tend to micro-manage
20 things; is that an accurate statement?

21 A I don't think so. I think I'm pretty easy-going. I guess so, I
22 get involved --

23 Q All right. And --

24 A -- with certain things.

25 Q That type of interaction or micro-managing that was

1 something that you went through with Mr. Simon in the time he was
2 your lawyer?

3 A Correct.

4 Q Taking up a big chunk of his time, right?

5 A Of my time?

6 Q And his. Both. You said -- I mean, if it occupied your life it
7 had to occupy Mr. Simon's, if he's interacting as a micro-manager, right?

8 A To a lesser extent, because I'm summarizing all of the
9 discovery documents, so he doesn't have to read them.

10 Q I understand you're summarizing them, but you don't
11 understand what they mean legally?

12 A Correct.

13 Q All right.

14 A Correct.

15 Q So he had to make that analysis, fair?

16 A Correct.

17 Q Okay. And what you go on to say, if I just keep reading: As
18 discovering the underlying litigation neared its conclusion in the late fall
19 of 2017, after the value of the case blossomed from one of property
20 damage of approximately 500 grand, to one of significant and additional
21 value -- do -- I think that's a typo -- due to the conduct of one of the
22 Defendants.

23 Did I read that correct --

24 A Correct.

25 Q -- so far? All right. So, let's -- when was the discovery cut-

1 off, Mr. Edgeworth?

2 A I can't remember. I thought Your Honor extended it. I think
3 it was like November 2nd or --

4 Q Okay. So --

5 A Maybe it was October. Maybe we should look in the record,
6 then we'll know.

7 Q As discovery in the underlying litigation neared its
8 conclusion in the fall of 2017. Discovery didn't end until mid-November,
9 that's not --

10 MR. VANNAH: Yes, it is.

11 BY MR. CHRISTIANSEN:

12 Q Isn't that right?

13 A Pardon me?

14 Q The fall, is that, in your view the fall?

15 MR. VANNAH: My goodness, it's the calendar fall.

16 MR. CHRISTIANSEN: I'm just asking --

17 MR. VANNAH: Winter is December 21st, Your Honor. Why
18 are we going into this?

19 MR. CHRISTIANSEN: Well, they don't want me to read the
20 rest of it, Judge, I get it, but we're going to finish.

21 BY MR. CHRISTIANSEN:

22 Q Do you see where it says: Value due to the conduct of one of
23 the Defendants. There's a typo in there that says, do, D-O, instead of D-
24 U-E?

25 THE COURT: And where is this, Mr. Christiansen?

1 THE WITNESS: Between 7 and 8.

2 THE COURT: Okay.

3 THE WITNESS: Yeah, I see it.

4 MR. CHRISTIANSEN: There's my finger, Judge. I'm sorry.

5 THE COURT: Okay.

6 BY MR. CHRISTIANSEN:

7 Q Due to the conduct of one of the Defendants. And then I
8 want to be real clear, Mr. Edgeworth --

9 A Uh-huh.

10 Q -- and after a significant sum of money was offered to
11 Plaintiffs from Defendants, Simon became determined to get more, so he
12 started asking me to modify our contract?

13 A Correct.

14 Q Thereafter, I sent an email labeled 'contingency. Did I read
15 that right?

16 A Correct.

17 Q Your email labeled contingency is August 22nd of 2017?

18 A Correct.

19 Q And as you told the Court there wasn't one dollar on the
20 table to settle this case with you, when you wrote that email?

21 A Correct.

22 Q So this affidavit that says, after a significant sum of money
23 was offered to Plaintiffs from Defendants, that's materially false, correct?

24 A Incorrect.

25 Q Sir, at the time you wrote the contingency email -- don't look

1 at your lawyers for answers, sir, please.

2 A I'm not looking at my lawyers, sir, and I don't like the
3 implication.

4 Q When you wrote the email, in this affidavit you say: After a
5 significant sum of money was offered to Plaintiffs from Defendants. Tell
6 the Judge the day you wrote the email how much money had been
7 offered from the Defense?

8 A Can I explain?

9 Q No. Answer the question. Tell the Judge --

10 THE COURT: Sir, we just need you to answer the question.

11 THE WITNESS: You asked me to tell the Judge --

12 BY MR. CHRISTIANSEN:

13 Q How much money had been offered, the day, August 22nd,
14 2017, when you wrote contingency fee email?

15 A Zero.

16 Q So the statement that we just read: After a significant sum of
17 money was offered to the Plaintiffs from the Defendants, is false. When
18 you wrote -- and you claim that's what caused you to write the
19 contingency fee email. That's what the paragraph says, sir, correct?

20 A No. There are four events listed here, sir. They all occurred
21 at different times. One of them occurred, May 3rd.

22 Q Mr. Edgeworth, this is called cross. I'm asking you questions
23 that call for a yes or no answer, and I'm entitled to a yes or no answer.
24 Okay?

25 A Okay.

1 THE COURT: Okay. Mr. Christiansen, he's not going to agree
2 with you about whether or not -- I mean, his version of events is that that
3 email is not false, so you will be free to argue your version of events --

4 MR. CHRISTIANSEN: All right.

5 THE COURT: -- in your argument.

6 MR. CHRISTIANSEN: Good enough, Judge.

7 BY MR. CHRISTIANSEN:

8 Q Sorry, I jumped ahead. I want to go back with you to the
9 initial portion of Mr. Simon doing you a favor. In August of 2016 --

10 MR. CHRISTIANSEN: Mr. Greene, Exhibit 80, 3, 4, 5 and 6.

11 BY MR. CHRISTIANSEN:

12 Q -- you wrote Mr. Simon an email that says, August the 15th:
13 So far I've paid 201,000 in repairs, with many more bills coming. Here is
14 a list I have paid, and a list of other costs that have not yet been paid.
15 Not been paid yet, I apologize. If I was to pay the American Grating
16 invoices for Mark and my time during the cleanup I would need to
17 borrow more money.

18 Did I read that correctly?

19 A Correct.

20 Q You and Mark, Mark works for American Grating?

21 A Yes.

22 Q Is he the person you borrowed some of the money from?

23 A No.

24 Q Okay. And you and Mark were billing American Grating for
25 your time, or keeping a tally, I guess?

1 A Keeping a tally only during the cleanup of the damage cost.

2 Q And then you attach a spreadsheet, and this is the first of --
3 we're going to see a bunch of them, but I think you're familiar with your
4 own spreadsheets?

5 A Yes.

6 Q Let me un-staple it, so -- it says: Bills and payments from
7 water damage after sprinkler had erupted?

8 A Correct.

9 Q Did I read that correct? Okay. This is attached to an August
10 the 15th email.

11 A Correct.

12 Q Does that appear accurate? Okay. And of the monies you've
13 expended there's nothing for attorney's fees, correct?

14 A Correct.

15 Q In fact, you write in the email, and I've highlighted it, is you
16 don't know what the lawyer bill is going to be, right?

17 A I hadn't received a bill then. No, that's correct.

18 Q It says, do not know. That's a quote, correct?

19 A Correct.

20 Q And you authored this?

21 A Correct.

22 Q August 15th, three months after this favor began, you still
23 don't know what the bill's going to be?

24 A Correct.

25 THE COURT: What Exhibit is that, Mr. Christiansen?

1 MR. CHRISTIANSEN: Exhibit 80, Bate stamp 3425 through
2 26, Your Honor.

3 BY MR. CHRISTIANSEN:

4 Q Do you see a line item anywhere on this, for stigma damage,
5 or loss of value to your house, because it flooded?

6 A No. I put that on after this.

7 Q So you didn't know what stigma damage was at the time you
8 authored this?

9 A Yes, I did.

10 Q You just didn't include it?

11 A Correct.

12 Q Okay. And that calculation of damages is something, as a
13 meticulous, my word not yours, client, very hands-on, that you routinely
14 did, you always did the damage calculation that got sent in the 16.1?

15 A I didn't know it was getting sent in, but later in the case I
16 found out.

17 Q Okay. Those are your spreadsheets, right, Mr. Edgeworth?

18 A They were --

19 Q Okay.

20 A -- correct. I had no idea they were being submitted to the
21 Court.

22 MR. CHRISTIANSEN: Okay. And just by way of easy
23 example, Exhibit 39, Greene -- I'm sorry, 79, I misspoke.

24 BY MR. CHRISTIANSEN:

25 Q Is the November 18, 2016, early case conference, witness and

1 exhibit list, and I just showed you that to show you the date. So, this is
2 mid-November, and then I want to focus your attention on another one
3 of those spreadsheets. Is that your spreadsheet?

4 A Yes, definitely.

5 Q Can you read that, or do you need me to blow it up?

6 A I can see it.

7 Q Okay.

8 A It's a little blurry, but I think we can work with it.

9 Q All right. And can we agree that there's no line item for
10 expenses for attorney's fees?

11 A Correct. I still hadn't received the bill yet.

12 Q There's line items from the interest payments, as you told
13 Her Honor you were going to have to make?

14 A Correct.

15 Q Again, to your friend and to your mother-in-law?

16 A Correct.

17 Q And no cost for attorney's fees?

18 A I hadn't received a bill yet. I couldn't put it in yet.

19 Q No hard costs for money fronted by attorneys, correct?

20 A I had no bill.

21 Q No hourly rate, correct?

22 A Correct.

23 Q And then, things to be determined: Reduction of house
24 value. This is the first time that line item makes its way to your
25 spreadsheet?

1 A Yes. Well, maybe not the first. I don't know how many
2 iterations of this sheet I made. Probably hundreds, as bills came in.

3 Q Okay. And so, as of November you had yet to receive a bill,
4 correct?

5 A From Mr. Simon, correct.

6 Q That's what I meant. I apologize for not being complete.

7 A Sorry. I just wanted to put it in context, because we were
8 talking about a sheet --

9 Q True, thank you.

10 A -- where I was putting bills on as they came in.

11 Q You answered me technically correct, so I appreciate that.
12 You had not asked for a bill either, correct?

13 A I don't think so, I don't know, though.

14 Q As you told me the case was sort of in flux, things were
15 changing. You hadn't signed a fee agreement, correct?

16 A I believe we were talking about a very small series of dates
17 between August 28th and June 10th, when you were using in flux, and
18 stuff, but --

19 Q Had you signed a fee agreement by November, the day we
20 just were talking about?

21 A No.

22 Q Had you been billed a dollar?

23 A No.

24 Q Had you paid any costs?

25 A No.

1 Q Had you located any experts?

2 A Pardon me?

3 Q Had you located any experts?

4 A No.

5 Q Because that reduction of house value, right, that came to be
6 a big line item in your damages, fair?

7 A Fair.

8 Q And who was it that got you an expert to testify to a
9 reduction in house value?

10 A Danny Simon.

11 Q Who was the expert?

12 A His brother-in-law.

13 Q And does he live here in Las Vegas?

14 A I do not know.

15 Q Who was it that found the book that Mr. Olivas [phonetic]
16 relied upon to opine about loss of value?

17 A Danny Simon.

18 Q Danny Simon?

19 A Correct.

20 Q And that was a million and a half dollar line item for you,
21 correct?

22 A Correct.

23 Q And at least as of November it hadn't been determined yet,
24 of '16, what I just showed you?

25 A Correct.

1 Q And you told the Court, and there was -- the Judge and I
2 didn't understand. This is the first bill on this, this would be number 8,
3 that Mr. Simon sent you. Is that what brought -- here, I'll go to the last
4 page, that will probably help you. Does that look -- sorry, Mister --

5 A Okay, yeah.

6 Q -- that's all I get.

7 A That's right.

8 Q Does that appear about right?

9 A Yes, I seen it.

10 Q And the time entries go through 12/2 of '16?

11 A Correct. Although the -- could you flip it back for half a
12 second?

13 Q It does. The timeframe says 11/11 of '16.

14 A We can only see --

15 THE COURT: We can only see your hand.

16 THE WITNESS: -- your hand, sir.

17 BY MR. CHRISTIANSEN:

18 Q Oh, I'm sorry. The time?

19 A Okay, yeah. I thought, yeah, it's a typo or whatever, I guess.

20 Q Yeah. So, what the last line says it's through 11/11 of '16, but
21 that's not even reflected by, if you just look at the last entry, there's
22 entries up through the first part of December, correct?

23 A Correct.

24 Q And this was the generous bill, that was your descriptive
25 term?

1 A Yes.

2 THE COURT: What exhibit is this, Mr. Christiansen?

3 MR. CHRISTIANSEN: 8.

4 THE COURT: 8.

5 BY MR. CHRISTIANSEN:

6 Q He'd been representing you for seven-ish months?

7 A Correct.

8 Q And you thought this bill was generous, in his favor?

9 A Correct.

10 Q Are there like dates for your initial meeting? You and I recall
11 that it was 5/28 on a Saturday --

12 A Yes --

13 Q -- in the bill?

14 A -- it was 5/28.

15 Q No. I meant, is it in the bill? Is there a date next to entry?

16 A There should be, but there's not.

17 Q But on -- there's no dates --

18 A Yeah.

19 Q -- down to witnesses and exhibit lists, correct?

20 A Correct.

21 Q Mr. Simon made this bill at your request, correct?

22 A I don't know. I probably asked for a bill at some point.

23 Q Right. You wanted a bill, just like you wanted the promissory
24 notes, so that you could claim damages in excess of your property
25 damage of around 500,000, right?

1 A I don't follow you, I'm sorry?

2 Q Sure. You understand under the Lange contract that you
3 were entitled to go back against Lange for amounts you paid an attorney
4 to enforce a warranty Lange refused to enforce?

5 A Yes. Mr. Simon said I'd get all my legal costs back, correct.

6 Q So you wanted bills so you could present those bills, so that
7 you could ultimately try to recover for those bills, correct?

8 A Well, I understand now. Yeah, correct.

9 Q Okay. All right. All right.

10 A Yes. You know, I wanted my money back.

11 Q Good. And what you agreed in your affidavits to pay Mr.
12 Simon for, and you were very careful when you authored those, wasn't
13 for all of his time, but for all of what he wrote down, correct?

14 A Pardon me? I don't see the difference.

15 Q You don't see the difference?

16 A No.

17 Q I mean, if I pull a bunch of these emails, you, Mr. Edgeworth,
18 wanted to be paid 150 bucks, you told me, for all of your time during the
19 remediation?

20 A Yeah. Well, I supervised the remediation. Yes, I did.

21 Q That's all of your time, correct? Not just portions of it?

22 A Yes. But I wrote it all down.

23 Q All right. And so, Mr. Simon, what you agreed to pay him
24 was for what he wrote down, as opposed to what he spent?

25 A It should be the same thing, I don't get --

1 Q Right --

2 A -- your meaning, like --

3 Q Unless you're doing a favor for your friend, right?

4 A He stopped doing a favor, it's on the bill. He actually billed
5 for -- the favor duration is on that bill too.

6 Q Okay.

7 A So --

8 Q And you didn't want to pay Mr. Marquis, I think it was Craig
9 Marquis?

10 A Craig Marquis, yeah. The guy --

11 Q I'm sorry, I didn't mean to interrupt you.

12 A He's the person who first told me about the stigma damage.

13 Q He wanted like a large retainer; correct, 50 grand?

14 A I think he wanted 50 grand, yeah.

15 Q You didn't want to pay that?

16 A That's not why I didn't hire him.

17 Q You wanted your friend to do you a favor?

18 A That's not why I didn't hire Mr. Marquis.

19 Q Did Mr. Marquis present you with a fee agreement?

20 A No. We had a consultation, and I never hired him, because
21 of certain things he said in the consultation.

22 MR. CHRISTIANSEN: John, Exhibit 79.

23 MR. VANNAH: Thank you.

24 MR. CHRISTIANSEN: This is Exhibit 79, Your Honor. Bate
25 Stamps 1381 through 1390.

1 BY MR. CHRISTIANSEN:

2 Q Did you get, and it's -- you and I just left off, Mr. Edgeworth,
3 in mid-November, right, about seven-ish months from the time you first
4 talked to Mr. Simon?

5 A I think it was 12/2, and you said that, yeah. The bill says 11 --
6 mid-November, on the back, but then you pointed at a 12/2 entry --

7 Q That's right.

8 A -- so, I don't know. I don't know where we left off.

9 Q In the computation of damages from mid-November there
10 were no attorney's fees, correct?

11 A Correct.

12 Q There's a subsequent computation of damages done in
13 March. Is that right? Do you remember that? I'll just show you, it's
14 Exhibit 79, March 5th, 2017.

15 A Okay.

16 Q Supplement to the ECC. And see if you can tell Her Honor if
17 that's another one of your spreadsheets?

18 A Yes, it is.

19 Q And now you're listing what you asked Mr. Simon to
20 accumulate for you, his bill?

21 A Yes.

22 Q And you call it for lawyer and lab expenses?

23 A Yes. I think that's all that was on the bill.

24 Q That was because Mr. Simon fronted some costs for labs or
25 being used to do certain things?

1 A I don't know if he fronted them or not. I don't know the
2 timing of when Mr. Simon paid the invoice versus when I paid Mr.
3 Simon. So, yes, he paid a lab, and I reimbursed him. I don't know if it
4 was fronted or not.

5 Q You never deposited a retainer --

6 A No.

7 Q -- to be used to pay experts for?

8 A No.

9 Q And that's what is typically done in hourly billable lawyers,
10 correct?

11 A It depends.

12 Q All right.

13 THE COURT: And, sir, you said you know that -- you
14 reimbursed Mr. Simon, so that's taking the assumption that you believed
15 he had already paid the money, and you were paying him back. Is that
16 what reimburse means to you?

17 THE WITNESS: No. Like sometimes, you know, if billed this
18 timeline, which I don't know when the lab -- let's say the lab sent him a
19 bill on December 1st, and he gave me a bill, I paid all my bills very
20 quickly. So --

21 THE COURT: Right. But you just said you reimbursed him,
22 what does that mean --

23 THE WITNESS: Oh.

24 THE COURT: -- to you, because to me --

25 THE WITNESS: Yeah.

1 THE COURT: -- reimburse means somebody paid for --

2 THE WITNESS: Pay it again.

3 THE COURT: -- something, and I pay them back.

4 THE WITNESS: Yeah.

5 THE COURT: But does that mean something different?

6 THE WITNESS: I paid him the amount he asked for, for costs.

7 Whether it was a reimbursement, because he had already paid the costs,
8 or whether he waited and paid it --

9 THE COURT: You don't know.

10 THE WITNESS: -- I'm not sure of. Because I --

11 THE COURT: Okay.

12 THE WITNESS: -- don't have the --

13 THE COURT: Mr. Christiansen.

14 THE WITNESS: You've only given me --

15 THE COURT: It's okay, sir.

16 THE WITNESS: Yeah.

17 THE COURT: There's no question pending --

18 THE WITNESS: Okay.

19 THE COURT: -- you've answered.

20 THE WITNESS: Sorry.

21 BY MR. CHRISTIANSEN:

22 Q I want to go down -- now this is dated March the 6th. After
23 the December bill that you and I talked about, the one that has the two
24 different dates, the typo --

25 A Yeah.

1 Q -- did you get a bill in January?

2 A No, I don't think so.

3 Q February?

4 A No.

5 Q March?

6 A I'm sorry, sir, I don't know when the next bill came, so --

7 Q Well, I'm pretty sure you can deduce it, since your line item
8 only includes the bill from December, that as of March the 5th you'd not
9 seen another bill?

10 A That's fair. If I received a bill I would put it into the
11 spreadsheet.

12 Q So by this point Danny -- Mr. Simon has been representing
13 you for just shy of ten months, end of May through early March?

14 A Correct.

15 Q And you got one bill?

16 A Correct.

17 Q No associate time, ever?

18 A I think that's correct.

19 Q I can show you. Do you think there's any time for an
20 associate on Danny's initial bill?

21 A I didn't say that. I said, I think you are correct.

22 Q All right. Well, let's look together.

23 MR. CHRISTIANSEN: This is Exhibit 8, Your Honor.

24 THE COURT: 8?

25 MR. CHRISTIANSEN: 8.

1 THE COURT: Okay.

2 BY MR. CHRISTIANSEN:

3 Q This is Mr. Simon's 12 of '16 bill. Do you see any time for an
4 associate on this bill, Mr. Edgeworth?

5 A I don't think so, no.

6 Q Okay. And for your second computation of damages, I think
7 this will confirm what you already told me you recalled, for a value
8 appraisal, there's some expense for \$5,000?

9 A Yes.

10 Q And that was to John Olivas?

11 A I believe so.

12 Q Mr. Simon's brother-in-law?

13 A Correct.

14 Q Who created a loss of value, or stigma damage report that
15 ended up being a line item of a million-five and change, for your house?

16 A Correct. Or maybe it was a million. I'm not sure; one or the
17 other, yeah.

18 Q All right. On your calculation, sir, just by -- this is March, so
19 we're on the same day, the 5th, 2017.

20 THE COURT: I think it's the 6th, Mr. Christiansen.

21 MR. CHRISTIANSEN: You're right, Judge.

22 THE COURT: Okay.

23 MR. CHRISTIANSEN: March the 6th --

24 THE COURT: Just so we have the record.

25 MR. CHRISTIANSEN: -- 2017. I apologize, Your Honor.

1 BY MR. CHRISTIANSEN:

2 Q And I just go back to your line item, do you see the entry for
3 lawyer expenses?

4 A Yes.

5 Q It says, through December 1 of 2016?

6 A Correct.

7 Q Does that help refresh your recollection that you wouldn't
8 have received any additional ones, or you would have put them in here?

9 A Yeah, I said that. Like these are pretty accurate, whenever I
10 got an invoice I would then, almost immediately --

11 Q And --

12 A -- if I was at work.

13 Q -- the total, Mr. Edgeworth, between what you paid and what
14 you expected to pay is \$1,019,400, and I think that says \$37.23?

15 A Yes.

16 Q And not paid or invoiced yet. Did I miss it, or is there -- there
17 are no line item for attorney's fees?

18 A There's no line item.

19 Q So there's nothing reflecting any work done between
20 December and March, when you prepared this, that would indicate to
21 anybody what you were paying Mr. Simon for whatever he was doing,
22 right?

23 A I was only sending this to Mr. Simon.

24 Q That's not what I said.

25 A Okay.

1 Q There's nothing on this document that you created that
2 reflects what you were compensating Danny Simon for, during the
3 months from December, when you got the first bill, through March,
4 when you prepared this?

5 A No.

6 Q No, there is not? It's not on the document, correct?

7 A I do not see it on the document. No, it's not there.

8 Q And, sir, that day was March the 6th, and the next day --

9 MR. CHRISTIANSEN: This 87, John.

10 BY MR. CHRISTIANSEN:

11 Q -- you, through your lawyer, sent an offer of judgment to
12 Lange Plumbing for a \$1 million, correct?

13 A Correct.

14 Q All right. So, if I went back and showed you your
15 spreadsheet, the value you had determined for past and future damages
16 was just a little bit more to the million. You authorized Mr. Simon to
17 offer Lange, the plumber that installed the sprinklers, to pay you \$1
18 million to settle the entire case?

19 A Correct.

20 Q And you knew, because Mr. Simon explained it to you, that if
21 Lange were to accept that offer of judgment, they would have made you
22 give your claim against Viking to Lange as part of the settlement, right?

23 A I'm sorry?

24 Q Sure. You had a claim against Lange?

25 A Lange Plumbing, yeah. They --

1 Q Yeah --

2 A -- installed it. Yeah, yeah.

3 Q -- Lange Plumbing, because Lange had failed to go enforce
4 the warranty as it was required under your contract?

5 A Correct.

6 Q You knew if Lange would accept this offer of judgment for a
7 million bucks, you sent in early March, that it would want from you, in
8 exchange for the million, that ability to go after Viking for the money it
9 paid you, right?

10 A No. I'm not sure I understand that right now. So, if I sign
11 this, then --

12 Q Let me make it easy for you. You knew that if this offer was
13 accepted, your case, in its entirety, was over, for you, Brian Edgeworth?

14 A I guess so.

15 Q Okay. And the value you had assigned -- the total value to
16 your property damage claim, that you sent an offer of judgment for was
17 a million bucks, right?

18 A Correct.

19 Q And I want to make sure I accurately state that as -- let me
20 check with you, Mr. Edgeworth, March the 7th of 2017, correct?

21 A Correct.

22 Q Your case settled November, between November 10th and
23 15th, the sort of essential terms of the settlement were agreed for \$6
24 million against Viking, correct?

25 A Correct.

1 Q And what's that, six -- no, eight months, my math's not too
2 good. Eight months, your property damage claim increased \$5 million,
3 by your own assessment, right?

4 A I don't think the property value ever -- that the property
5 damage claim grew.

6 Q Right.

7 A But the amount they paid for it, I totally agree, it grew.

8 Q Five million bucks?

9 A Yes.

10 Q Is it reasonable to the lawyer work that Danny Simon did?

11 A As a result of something they wanted to settle for, Viking,
12 correct.

13 Q And do you agree when you hired Mr. Simon there was zero
14 discussion of a punitive aspect to the claim?

15 A Well, there was a discussion when he talked about why he
16 was going to bill me 550. He said, you know, you're only going to get
17 your damage costs back in this case, so it doesn't make sense to do it on
18 any kind of contingency, because, you know, your damage is your
19 damage, so you can't give away 40 percent of your damage.

20 Q Right. That's to get reimbursed from Lange, Mr. Edgeworth,
21 do you see the difference?

22 A No. I really didn't understand your last line of questioning
23 about it.

24 Q Okay.

25 A The whole -- like the million dollar thing I was told was we

1 had to sign and put it to make sure I get my legal fees back.

2 Q So an offer of judgment. So that if you later beat that --

3 A Yeah. I'd get my --

4 Q -- in a verdict --

5 A -- legal money back.

6 Q -- you could go back and try to get your money, right?

7 A Yeah. And get all my legal fees paid for.

8 Q And that was something that Lange's contract contemplated
9 if you -- if it, the plumbing company, failed to prosecute a warranty claim
10 on your behalf, and you had to go pay somebody to do it, right?

11 A Yes.

12 Q All right. That offer of judgment did not reflect a loss of
13 value for stigma, or decreased value to your house, right? Because you
14 just paid five grand to have somebody do the analysis of it, you didn't
15 have a report yet?

16 A I don't know when I got the report, but it didn't -- I agree with
17 you, it didn't reflect that.

18 Q You thereafter in June --

19 MR. CHRISTIANSEN: John, Exhibit 80, Bate Stamp 2784.

20 BY MR. CHRISTIANSEN:

21 Q On June of 2017, do an additional calculation of damage that
22 you sent to Mr. Simon; is that fair?

23 A Yes.

24 Q And your email says, If John accepts this logic, and then
25 (which I think is, it is backed by that book and the case study) the claim

1 becomes more reasonable.

2 Did I read that correctly?

3 A Yes.

4 Q That's the book that Mr. Simon found?

5 A He has a book by Randall Bell, talking about property
6 damage and what happens --

7 THE COURT: Okay. Sir, is that the book that Mr. Simon
8 found?

9 THE WITNESS: Yes, sorry.

10 BY MR. CHRISTIANSEN:

11 Q And John's brother-in-law?

12 A Correct.

13 Q My other question, I'll just continue to read, Mr. Edgeworth,
14 my other question is, quote: "Can I change the billing rate I charged for
15 me, and Mark supervising the repairs, now, that I have seen how you are
16 willing to pay their experts that have less education and experience than
17 either Mark or I?"

18 A Yes.

19 Q Did I read that correctly?

20 A Yes.

21 Q You wanted to change your rate?

22 A Yes.

23 Q Gotcha. And then you go down and list out legal and repairs,
24 900,000. Repairs still to be made, 300,000, and the first time you've got a
25 stigma value of about a million bucks, it's actually exactly a million,

1 correct?

2 A Correct.

3 Q And you add that to additional legal and lab. Does it say
4 additional legal and lab, the rate at which you'll pay that?

5 A No, it does not.

6 Q Okay, 2.4 million, right?

7 A Correct.

8 Q And then you go down and you say, and this is the first time
9 it's contained in any writing in this case; and then hopefully we can
10 convince them to award punitive, to further push the two to settle, but it
11 is far above our generous settlement offer that they refused.

12 Did I read that correctly?

13 A Correct.

14 Q This is the first time you're discussing punitives, correct?

15 A It's the first time I put in an email?

16 Q Is that right?

17 A Not technically.

18 Q Show me the email that it talks about punitives, before the
19 statement?

20 A Well, we're not having a discussion, I put it in an email.

21 Q Okay.

22 A So it's the first time I mention it, you mean?

23 Q Yes.

24 A Likely.

25 Q Okay. So up until June of 2000 -- I want to get that date

1 exactly right, June 9th of 2017, you never had any discussion about Mr.
2 Simon pursuing a punitive claim on your behalf, fair?

3 A Well, we discussed what Craig Marquis had told me.

4 Q Sir, you just told me it was the first time you ever discussed
5 it in that email. You just got done telling me that.

6 A I believe I said, probably the first time I put punitive in an
7 email.

8 Q All right. And that was June of '17, right?

9 A Yes.

10 Q Simon had been your lawyer for 13 months?

11 A Correct.

12 Q And you'd still not seen a bill from an associate, right?

13 A In June?

14 Q Yeah.

15 A I'm not sure.

16 Q You had two bills in 13 months, totaling about 70 grand,
17 right?

18 A Likely.

19 Q But you were paying him in his favor, that's your version,
20 right?

21 A No, I said one of his bills -- I'm not supposed to answer; is
22 that right?

23 THE COURT: Yeah, you are.

24 THE WITNESS: Just say, yes, no? No. What I stated was, I
25 thought he billed generously in his favor for some of the block times in

1 his first bill.

2 THE COURT: And when you say first bill this is the bill that
3 came out of December?

4 THE WITNESS: December, correct --

5 THE COURT: Okay.

6 THE WITNESS: -- was the first one.

7 BY MR. CHRISTIANSEN:

8 Q And can we agree that between March, when you sent the
9 offer of judgment in June, when you authored this last email to Mr.
10 Simon, that the value of your claim as a result of his locating an expert,
11 and finding a book for the expert to rely on had more than doubled?

12 A Correct.

13 Q And then, historically, let's see if you can recall, sometime in
14 June there was a bunch of litigation over a protective order that Viking
15 wanted in place before it was going to produce a bunch of documents
16 about sprinkler activations, right?

17 A If you say so, yes.

18 Q Prior to that June date Danny Simon, not Brian Edgeworth,
19 took the deposition of the binding, managing speaking agent, the
20 30(b)(6) witness for Viking, correct?

21 A May 3rd, correct.

22 Q And in that deposition, Danny Simon, not Brian Edgeworth,
23 secured testimony about how many activations Viking knew of?

24 A Correct.

25 Q And the data dump that came in the summer was obtained in

1 the litigation, correct?

2 A Correct.

3 Q And then provided to you by Ashley, Ms. Ferrel, this nice
4 lady sitting right here, in a Dropbox?

5 A Correct.

6 Q And the documents contained in that Dropbox, or in those
7 dated dumps, where in excess, would it be fair to say, of 60,000 pages?

8 A No.

9 Q How many pages, in your opinion?

10 A My best guess would be -- unique pages, 25.

11 Q I don't know what unique pages are. Just tell me --

12 THE COURT: Sir, how many pages were in the document?

13 THE WITNESS: Probably 55,000, duplicates --

14 THE COURT: Okay, 55,000 pages?

15 THE WITNESS: Yeah. But --

16 THE COURT: Okay.

17 THE WITNESS: -- a lot were dups.

18 BY MR. CHRISTIANSEN:

19 Q In August, Mr. Simon gives you a couple -- or gives you
20 another bill; is that right?

21 A Correct.

22 Q Now the third bill in 15, 16 months?

23 A Correct.

24 MR. CHRISTIANSEN: And that's Exhibit 26, Your Honor. I'm
25 sorry --

1 THE COURT: Okay.

2 MR. CHRISTIANSEN: -- Mr. Greene, Exhibit 26.

3 BY MR. CHRISTIANSEN:

4 Q And what Mr. Simon says, it's for your review, let's discuss,
5 plan how you may want to move forward, thanks. Correct?

6 A Correct.

7 Q And just in time, this comes after your email to Mr. Simon,
8 talking about going for punitives, right?

9 A Yes.

10 Q And no word in time, during when you wrote your email nor
11 here, is any punitive work or the terms supporting agreed upon. You
12 never come to terms about what he's going to do for punitives, correct?

13 A Correct.

14 Q And you're asking Mr. Simon some questions in July of '17,
15 about needing to rebut things. Fair?

16 A Correct.

17 Q And remember when I asked you earlier, Mr. Edgeworth,
18 about your decision to, I think you called it a prudent one to borrow
19 money, did I used the right term?

20 A Yeah. It's prudent.

21 Q And I knew this was coming, this is the -- you know, when
22 you say to Simon, hey, I have -- and I'm paraphrasing -- I have money -- I
23 had funding -- other ways to fund, I just chose to do it the way I chose to
24 do it?

25 A Huh.

1 Q A fair statement? And Danny answers your legal questions,
2 we already have, and that is rebut this?

3 A Okay.

4 Q Yes? And he tells you, you have to wait for their expert
5 reports?

6 A Yes.

7 Q Because you don't know in the legal context if you need to
8 rebut things, you're asking your lawyer, and he's answering it?

9 A Correct.

10 Q And then in time, 21 days after, Mr. Simon says, here's your
11 third bill, let's talk about how you might want to move forward, you may
12 want to move forward, you then write the contingency email, correct?

13 A Correct.

14 Q And if I read your affidavits correctly, the contingency email
15 comes after Simon gives you his third bill you and he travel to San
16 Diego. There's discussion in an airport, I think Mr. Vannah said you
17 might have had a beer or something, how to -- relative to how to move
18 forward?

19 A Correct.

20 Q All right. And prior to that you'd had no agreement about
21 punitive damages, correct?

22 A Correct.

23 Q And you actually say that in this email; do you not? We
24 never really had a structured discussion about how this might be done.

25 Did I read that correctly?

1 A Correct.

2 Q And that is how Mr. Simon might be fairly compensated for
3 pursuing a case that had blossomed, to use your term, into one of 55,000
4 pages in a document on it, correct?

5 A I don't agree with what your statement was, no.

6 Q I just -- did you use the term blossomed?

7 A No, I -- please rephrase it. Repeat your question, please --

8 Q Sure.

9 A -- and I'll try to --

10 Q In your affidavit, sir, did you say the case blossomed, which
11 caused you to write this email after a significant sum of money above
12 the 500,000 had been offered by one of the Defendants?

13 A Correct.

14 Q And when you wrote this email not one dollar had been
15 offered by the Defendants?

16 A Correct.

17 THE COURT: Which exhibit is this email, Mr. Christiansen?

18 MR. CHRISTIANSEN: Exhibit 27, Your Honor, Bate stamp

19 399. I'm sorry, Mr. Greene, I neglected to tell you that.

20 BY MR. CHRISTIANSEN:

21 Q And so we're thorough, what you say in here is, I am more
22 than happy to keep paying hourly, but if we're going to go for punitive
23 we should probably explore a hybrid of hourly on the claim, and then
24 some other structure that incents both of us to win -- I think that means
25 and go after the appeal that these scumbags will file, et cetera.

1 Did I read that correctly?

2 A Yes, you did.

3 Q And then -- so just from the first two sentences, as of August
4 22nd, 2017, you never had a structured discussion about going after
5 punitives, correct?

6 A Correct.

7 Q No terms had been reached, correct?

8 A Correct.

9 Q Then you go on to say, obviously, that could not have been
10 done earlier, since -- I think again that's just a typo -- who would have
11 thought this case would meet the hurdle of punitives at the start?

12 Did I read that correctly?

13 A Correct.

14 Q So, in addition to saying this is your first, or this is a stab at a
15 constructive discussion about punitives, you concede from that
16 sentence, that way back in May of 2016, at the outset of the litigation
17 there was no way to contemplate the case being punitive in nature?

18 A Correct.

19 Q So no terms could have been reached?

20 A Correct.

21 Q Then you go down to say, I could also swing hourly for the
22 whole case (unless if I'm off what this is going cost). I would likely
23 borrow another 450,000 from Margaret, in 250 and 200 increments, and
24 then either I could use one of the house sales for cash, or if things get
25 really bad I still have a couple million in Bitcoin I could sell.

1 Did I read that accurately, sir?

2 A Yes, you did.

3 Q Doubt we will get Kinsale, that's one of the insurance
4 companies --

5 A That's Lange's insurance.

6 Q Thank you. To settle for enough to really finance this. Did I
7 read that correctly?

8 A Correct.

9 Q So in other words, that's you saying, I doubt we can get the
10 insurance companies to settle for enough to finance me [Brian], going
11 and borrowing more money to keep paying for this case hourly?

12 A Incorrect.

13 Q I would have to pay the first 750,000 or so back to Collin and
14 Margaret, and why would Kinsale sell it for 1 MM, when their exposure is
15 only 1 MM. 1 MM means a million, I assume?

16 A Yes, it is.

17 Q Did I read that all correctly?

18 A Correct.

19 Q And this is the email you wrote after the case had blossomed
20 and one of the Defendants had offered a considerable sum of money,
21 right?

22 A This is not written after the case had -- or after the
23 Defendants had offered a considerable sum of money.

24 Q That's what you wrote in your affidavit, so I'm just asking
25 you, is that your testimony?

1 A That's not what I wrote in my affidavit.

2 Q All right.

3 A It's commas, beside each of those four events.

4 Q Do you know what a register of actions is, sir?

5 A No.

6 Q That's like all of us can look on it and see what was done in a
7 case and --

8 A Oh, I know what it is then, yeah --

9 MR. CHRISTIANSEN: It's Exhibit 63, Mr. Greene.

10 THE WITNESS: -- I have that link, yeah.

11 BY MR. CHRISTIANSEN:

12 Q And in your case, do you know how many entries are in the
13 register of actions?

14 A A lot.

15 Q Who made all those entries? Whose work culminated in
16 those entries, yours or Danny Simon's?

17 A Danny Simon filed them.

18 Q Danny Simon's works, what took this case in March for a
19 million bucks, that you were willing to settle the whole thing for, to
20 November in six, fair?

21 A His filings in court?

22 Q This case turned from a property damage claim to a punitive
23 damage case, correct?

24 A I don't think we ever got a punitive damage case, no. There
25 was potential, though.

1 Q Do you think Zurich paid 11, 12 times your property damage,
2 because there's some like emotional distress attached to property
3 damage?

4 A Zurich didn't pay 11 or 12 times my property damage, sir?

5 Q Zurich paid 6 million, right?

6 A Zurich paid \$6 million, correct.

7 Q And your estimation of your property damage, all these
8 documents I've been showing you, is about 500 grand, before you start
9 adding in interest and things of that nature?

10 A Correct.

11 Q Right. You know, I know you're not a lawyer, that there's no
12 emotional distress claim attaching to a property damage case, correct?

13 A Correct.

14 Q All right. And so, the difference between your hard costs and
15 what you got reflects Danny Simon changing the nature of the claim,
16 correct?

17 A I guess we disagree on why the parties settled, because my
18 answer would be incorrect.

19 Q Okay. Well, we're going to have a lawyer from one of the
20 parties come tell us why they settled. But they settled when there was a
21 pending motion to strike their answer, correct?

22 A Correct.

23 Q They settled after Her Honor excluded one of their experts,
24 because Danny Simon wrote a motion to exclude it, correct?

25 A Correct.

1 Q And they settled because there was a real risk their insured,
2 Viking, would be hit with a punitive damage award, which is non-
3 insurable, correct?

4 A I don't know that that's correct.

5 Q What don't you know was correct?

6 A You just said -- you said they settled because their insured
7 was going to -- I don't know that that's correct. That's not my opinion on
8 why they settled at all.

9 Q All right. One day after, just one day after your contingency
10 email, I've got it somewhere, you did another email to Mr. Simon, with
11 the spreadsheet of your view of the value of your case; do you
12 remember that?

13 MR. CHRISTIANSEN: That's exhibit, Mr. Greene, 28, Bate
14 stamp 400.

15 BY MR. CHRISTIANSEN:

16 Q August 23rd, Brian Edgeworth to Danny Simon?

17 A Yes.

18 Q Did this email, like two-thirds of these other emails, is after-
19 hours; is that right, Mr. Edgeworth?

20 A I don't know if they're two-thirds after hours or not.

21 Q Did you write emails at all times of the day or night to Danny
22 Simon?

23 A Yes. I would write emails at all times --

24 Q Did you call --

25 A -- day and night.

1 Q -- on a cell phone on all times day and night?

2 A Not all times, but, yes, after --

3 Q Weekends?

4 A -- business hours, definitely.

5 Q And what you say here is, we may be past the point of no
6 return. What you mean by that is this case might have to go to trial,
7 right?

8 A I don't know that that's what I meant, but --

9 Q The costs have added up so high I doubt they'll settle
10 anyway -- I doubt they settle anyway, I apologize. This does not even
11 include upgraded -- updated --

12 A Updated.

13 Q -- legal and experts, any of my time wasted, et cetera. I
14 already owe Collin and Margaret over 85,000 now -- 850,000 now?

15 A Correct.

16 Q So you don't, at the time you author this, have a bill, or even
17 an understanding of what the updated legal and expert fees are, correct?

18 A It's on the sheet, sir.

19 Q This does not even include updated, legal and experts. Okay.
20 This is written August 23rd, the last legal cost you've got is July 31st.
21 So, my question is -- the answer is, yes, you don't update to the day of
22 the --

23 A Oh 31 to 23, correct.

24 Q And here you value your case, the one that you valued to a
25 million bucks in March, at 3 million bucks, 3,078,000, right?

1 A I would agree if you use a different term than value. My
2 damages, or costs at that point were this.

3 Q Right. And the biggest line item is the million-five stigma
4 damage, Danny's book and brother-in-law found you, right?

5 A Correct.

6 Q Then you're pestering Mr. Simon during this time to give you
7 -- pester is pejorative, I don't mean it that way, you're being proactive
8 with Mr. Simon to give you bills during this timeframe, right?

9 A Yes, I was.

10 Q Because you knew that you could add the bills to your
11 damages, and potentially recover those bills under the contract claim
12 against Lange, right?

13 A That's not the reason I was being aggressive, but I agree with
14 part of your statement, just not the first half of your question, that that
15 was the reason I was being aggressive, asking for bills.

16 Q Reflective of that is the August 29, 2017 email from -- it looks
17 like you must have sent it. It says, your office still not has cashed
18 \$170,000 check. And that's in like the subject line. And then Mr. Simon
19 answers you back, I've been too busy with the Edgeworth case, fair?

20 A Correct.

21 Q You had your first mediation scheduled in this case October
22 the 10th; is that right?

23 A I think it's the 20th, sir.

24 Q October the 20th?

25 A I think so. I could be wrong.

1 Q I think it's the 10th. If it's not the 10th Mr. Greene can correct
2 me when I get done.

3 A The second one was November 10th?

4 Q That's accurate?

5 A Yes.

6 Q Okay. So, in anticipation of your first mediation had there
7 been any monies offered, leading up to the mediation by any of the
8 Defendants?

9 A No, I don't think so.

10 Q And going up to your first mediation you wrote Mr. Simon an
11 email that talked about -- I'll just -- settlement tolerance for mediation.

12 MR. CHRISTIANSEN: Sorry, John, that's Exhibit 34.

13 THE COURT: Did you say 34, Mr. Christiansen?

14 MR. CHRISTIANSEN: It is. I can't read the little tiny numbers
15 for the Bate stamp -- 408, Bate stamp 408.

16 THE CLERK: 406.

17 MR. CHRISTIANSEN: 406, sorry.

18 BY MR. CHRISTIANSEN:

19 Q Is this --

20 MR. CHRISTIANSEN: -- and it's 407, too, John.

21 BY MR. CHRISTIANSEN:

22 Q Look like one of your spreadsheets, sir?

23 A Yeah. Simon asked for this to be made, correct?

24 Q This is leading into mediation number one?

25 A Correct.

1 Q And you have sort of three columns, what's non-negotiable,
2 in your view?

3 A Correct.

4 Q All right. And what's negotiable, or I think you say, limited
5 tolerance for negotiation?

6 A Correct.

7 Q All right. Like the stigma damage, that's negotiable?

8 A Limited tolerance for negotiation, correct.

9 Q Trapped capital interest. That's a line item I've not seen
10 before in any of your calculations. Is that something you created?

11 A Craig Marquis told us that we could claim that.

12 Q But you figured how much it was?

13 A Correct. Yes, I did.

14 Q And this is the first time it makes its way into one of your line
15 items of damages?

16 A Correct. Or maybe not, but I'd have to look at all the
17 spreadsheets that were made.

18 Q Prejudgment interest?

19 A Correct.

20 Q Well, what do you think you get 268,000 for in prejudgment
21 interest?

22 A Well, if you prevail in a case -- if you prevail at the end of
23 court you'll get judgment on -- you'll get judgment -- interest on the
24 judgment amount --

25 Q Judgment exceeding --

1 A -- for the amount that --

2 Q -- half of your \$500,000 property claim?

3 A What judgment? You're confusing me with the question.

4 Q Sure. Your property claim you told me is a \$500,000
5 property claim, and you think you're going to get 270 grand in interest?

6 A If it's just simple math, sir. It says the assumptions over
7 here, and then you just take the number, and it's just math from it.

8 Q See the first bill, it says legal bills? The first line, sorry.

9 A Yes.

10 Q That 518,000, that's not all attorney's fees, right; that's fees
11 and costs lumped together?

12 A I think so.

13 Q And then do you see your comment out there to the right?

14 A Likely more comment.

15 Q So you authored this, you had no idea what was coming?

16 A Correct.

17 Q And you had no structured discussions with Danny about
18 pursuing a punitive claim, correct?

19 A You asked two questions. Correct, I had no idea how many
20 more hourly bills would be coming, and correct, we still hadn't had a
21 structured conversation about how to convert into a punitive agreement,
22 correct.

23 Q And the total -- I'm sorry, Mr. Edgeworth, I didn't ask you one
24 I had. The total of your damages with the negotiable and non-negotiable
25 items is just under 3.8 million?

1 A Other than the line items that are --

2 THE COURT: Under the line items what?

3 THE WITNESS: And the two on the side which may, or may
4 not be able to be claimed, yes. See the two I said -- they destroyed the
5 building reputation and, you know, nothing in here for the -- all the
6 thousands of hours that have been wasted, so, yes.

7 BY MR. CHRISTIANSEN:

8 Q And at the very bottom here you write, I'm more interested in
9 what we could get Kinsale to pay and still have a claim large enough
10 against Viking. That's what you wanted to get -- Kinsale is, as you were
11 told, is the Lange Plumbing insurance company?

12 A Insurance carrier.

13 Q So you wanted to get at Kinsale and try to settle them first?

14 A Correct. The same with that email you put up three or four
15 ago, it's roughly saying the same thing. Let's get Kinsale to settle,
16 because it's in their interest for me to pursue the claim against Viking;
17 and they're not doing it at all. And then we use that money so that I
18 don't have to take more loans. They're the weaker link of the two in the
19 negotiation.

20 Q Right. You saw that from a business standpoint?

21 A Yes.

22 Q All right. It turns out you were wrong, right?

23 A Correct.

24 Q Mr. Simon was right, you were wrong?

25 A Mr. Simon didn't rebut that.

1 Q You wanted to go hard at Lange. Lange gave you, pursuant
2 to advice by a different --

3 A This is --

4 Q -- office?

5 A -- not a mediation, a one-day mediation --

6 THE COURT: Okay, sir. You have to let him finish --

7 THE WITNESS: Oh, sorry. I'm sorry.

8 THE COURT: -- asking the question. Only one of you can
9 talk --

10 THE WITNESS: I'm sorry --

11 THE COURT: -- at a time.

12 THE WITNESS: -- I haven't done this.

13 THE COURT: Okay. You need to let him finish. I told him the
14 same thing earlier. It applies to you too. Mr. Christiansen?

15 MR. CHRISTIANSEN: Thank you, Your Honor.

16 BY MR. CHRISTIANSEN:

17 Q All right. How much did -- was offered at the October -- I
18 think it's October 10, if you're right, it's October 20th -- what was offered
19 at that mediation?

20 A I think very little. I think Viking -- I don't even remember. I
21 think Lange said 25 grand. I'm not sure if Viking said anything, or -- I
22 don't remember.

23 Q Okay. So nominal?

24 A Nominal, that's one, correct.

25 Q All right. Do you know what happened from a lawyer

1 standpoint, and a courtroom standpoint, between October and
2 November, at the second mediation?

3 A Do I know --

4 Q Do you know what Danny did, or his office did?

5 A I know some of the things they did, yes.

6 Q And when you went to the November mediation, the case as
7 it pertained to Viking resolved, right?

8 A Yeah. A week later, the mediation -- the mediator settlement
9 you mean?

10 Q Yeah.

11 A Yes.

12 Q So we're clear on the mediator settlement -- let's just back
13 up, we'll get you the -- in this case you provided an affidavit --

14 MR. CHRISTIANSEN: -- John, I 'm not sure which one, this is
15 your group, it's in your list; 9, I think.

16 [Parties confer]

17 THE CLERK: Exhibit 9.

18 BY MR. CHRISTIANSEN:

19 Q You wrote an affidavit dated July 25th, 2017, and it's one of
20 the exhibits I'm sure Mr. Greene will talk to you about. Do you
21 remember authoring that?

22 A Yes.

23 MR. GREENE: Hey, Pete, that's not an affidavit, that's an
24 email.

25 MR. CHRISTIANSEN: I apologize, an email.

1 BY MR. CHRISTIANSEN:

2 Q Just chronologically, that's all I want to question you about
3 now, is what you wrote, it looks like items you were able to locate, or
4 you thought were of some importance, and you wanted Danny and his
5 office to look at, correct?

6 A Correct. I was passing on information.

7 Q Right. And that information came to you 15 days earlier from
8 Ashley Ferrel, who sent you a Dropbox link, from the data doc?

9 A No, sir.

10 Q No?

11 A The email actually tells where that information would come
12 from.

13 Q All right. Well, just help me this way --

14 A Okay.

15 Q -- Ashley's email is dated --

16 A Okay.

17 Q -- 15 days earlier than your email?

18 A Correct.

19 Q In Ms. Ferrel's email she provides a Dropbox link --

20 A Correct.

21 Q -- to the data dump that Viking, in the summer of 2017 finally
22 gave up after a protective order was litigated in the litigation?

23 A Yeah. I think the data dump that they referenced, could
24 come a little later when you dump like seven or 8,000, but the first two or
25 3,000 were in the --

1 Q And this is in Exhibit 80, as well. This is that same day,
2 Danny tells Ashley to send to the experts and to Brian, the Dropbox link,
3 and Ashley says to Danny, holy crap two words, punitive damages.

4 Did I read that correctly?

5 A You read it correctly, yes.

6 Q And at the mediation in November, the one that was
7 successful getting you \$6 million for your property damage claim, do
8 you remember having a disagreement with Mr. Simon about what the
9 mediator's proposal should be?

10 A I believe that was the next day or after, yes.

11 Q Right. You wanted the mediator to propose \$5 million, right?

12 A Correct.

13 Q Danny said, no, let's make him force -- propose 6?

14 A Correct.

15 Q And the case settled for 6?

16 A Correct.

17 Q So between Danny's brother, the mediator's proposal, he
18 made you two and a half million bucks, right?

19 A Not true. I wanted the 5 million for a different reason, but --

20 Q You wanted 5 more than 6; is that your testimony?

21 A No, it's not my testimony.

22 Q All right.

23 A I said I wanted the 5 in the agreement for a very specific
24 reason.

25 Q For example, you had all kinds of ideas in this case, and

1 before the first mediation you wrote, let's go hard at Lange, right out the
2 gate and ignore Viking. Lange doesn't settle until after Viking pays you 6
3 million, right?

4 A Correct.

5 Q Then after the November 10th mediation --

6 MR. CHRISTIANSEN: -- Exhibit 36, Mr. Greene, Bate 409.

7 BY MR. CHRISTIANSEN:

8 Q Danny said, I want authority to tell the mediator to propose 6.
9 You said he should have proposed 5, but you agreed he could do 6, and
10 then Viking paid 6?

11 A No. The mediator -- this is the day after that -- the mediator
12 put the 6 down. The arguments was over how long the two parties got
13 to respond to him. There was something on the docket that made the
14 date, it shouldn't be two weeks or whatever, it should be November 15th.
15 They discussed that. We left, and I'm like I wish you would have
16 proposed 5, to see if they'd bite, and then this is -- I agree, he should
17 have proposed 5.

18 Q But Mr. Simon got you 6, based on his expertise?

19 A The settlement was offered at 6, correct.

20 Q And that was Danny's suggestion --

21 A It was Floyd --

22 Q -- not yours?

23 A -- Hill, actually. There's a mediator guy --

24 Q Yeah. I know all about the mediators. You wanted 5, Danny
25 told him 6, he proposed 6, and they accepted 6; all true?

1 A I didn't want 5, I wanted 5 in the proposal, that's correct.

2 Q All right. Now, let's fast forward, I'm going to leave some of
3 this here, and try to get you through the timeline, Mr. Edgeworth, before
4 the end of today. And your last estimate was October the 5th, and your
5 case was worth, in your view, \$3,764,000 and change. The case settles,
6 on or near November the 10th, right, within about a week?

7 A About, yeah.

8 Q Like when I say settle so I'm being technical with you, the
9 figure was agreed to? The mediator's proposal was accepted?

10 A November 15th.

11 Q And after that you went to Mr. Simon's office and had a
12 meeting. On the day he had court he had to come see Judge Jones, and
13 do some things in your case?

14 A Yeah. He texted me.

15 Q And you brought your wife?

16 A Correct. Well, I didn't bring her, she came.

17 Q Well, your wife was in attendance with you?

18 A Correct, yes.

19 Q And this is the meeting that you felt threatened?

20 A Definitely.

21 Q Intimidated?

22 A Definitely.

23 Q Blackmailed?

24 A Definitely.

25 Q Extorted?

1 A Definitely.

2 Q How big are you?

3 A 6' 4".

4 Q How much do you weigh?

5 A Two-eighty.

6 Q Danny goes about a buck-forty soaking wet, maybe with
7 nickels in his pocket. He was extorting and blackmailing you?

8 A Definitely.

9 Q He threatened to beat you up?

10 A I didn't say that.

11 Q Because you write a letter, an email to him saying, you
12 threatened me, why did you treat me like that?

13 A No.

14 Q Did you tell him in the meeting, you're threatening us, stop it,
15 you're scaring me?

16 A I didn't say I was scared, sir.

17 Q And at the meeting Danny is trying to come to terms with
18 what you told me had never been -- terms have never been come to,
19 which is the value of his services for a punitive damage award, correct?

20 A I'm not really sure what he was trying to do. He kept saying,
21 I want this, I want that. He said, very many things, but he never defined
22 them all.

23 Q All right.

24 A It was a very unstructured conversation.

25 Q And you told the Court that he tried to force you to sign

1 something, but you don't have it?

2 A He didn't give us anything to leave with, that's correct.

3 Q All right. The next thing we have in writing, Mr. Edgeworth,
4 is an email from you, November 21, 2017.

5 THE COURT: What exhibit is this, Mr. Christiansen?

6 MR. CHRISTIANSEN: 39, Your Honor. Bate stamp 413, Mr.
7 Greene, I'm sorry.

8 BY MR. CHRISTIANSEN:

9 Q Did I get those dates right, Mr. Edgeworth?

10 A I'm sorry?

11 Q November 21st --

12 A November 21st, 2017, it says.

13 Q Right. And as of November 21st, 2017, you got legal bills,
14 counsel, experts, et cetera, for 501,000, right, and change, I'm sorry?

15 A Correct.

16 Q And then you agree that there are legal bills not billed yet?

17 A Correct.

18 Q That's left open?

19 A Correct.

20 Q So as of November 21st, 2017, you know you own Danny
21 Simon money?

22 A Well, actually as of the date of his last bill.

23 Q When you wrote this email you knew you owed Danny
24 money?

25 A Correct.

1 Q And when you sue him and claim that your bills have been
2 paid in full, that's not accurate, correct?

3 A The bills were paid in full.

4 Q Not if you still owe him money, Mr. Edgeworth, they're not.

5 A The bill hasn't been presented. Every bill that's been
6 presented was paid in full.

7 Q All right. We'll talk about how you approach that, Mr.
8 Edgeworth, but let's just look at what -- your case has been settled
9 against Viking for 6 million bucks, correct?

10 A Correct.

11 Q And you're trying to tell Mr. Simon in this email, what you
12 think the true hard cost value of your case is, correct?

13 A No. I'm responding to a request from Mr. Simon.

14 Q And his request is for you to do just that, tell him what you
15 think your case was really worth?

16 A Correct.

17 Q And you think your case was really worth \$3.827 million?

18 A No. And I've destroyed a construction business, Brian's time
19 over the last two years, there's a whole bunch of other worth to me. I'm
20 giving --

21 Q Tell me what --

22 A -- him a list he specifically asked for, on the telephone, when
23 he called me.

24 Q Okay. I'm with you.

25 A Okay.

1 Q All right. Tell the Judge the total you put in that bottom box,
2 just read it to her?

3 A 3.827147 spot 96.

4 Q Okay. Tell the Judge what , five or six days before, Mr.
5 Simon was successful in settling your case for?

6 A Six million dollars.

7 Q So you agree with Mr. Vannah's assessment, that as a result
8 of Mr. Simon's work on the punitive aspect of your case you were
9 overpaid, right? Paid more than whole, correct?

10 A Correct. They paid me more than.

11 Q In response to the October 5th -- I'm sorry, the November -- I
12 think that was 21st email from you, where the 3.827 million total, Mr.
13 Simon answered you back in a letter, right? He wrote you a letter?

14 A The email you just had right there?

15 Q Yes, sir.

16 A No.

17 Q He didn't write --

18 A He wrote that because I demanded, on a phone call, four
19 days later. I demanded he start putting something down in writing,
20 because I couldn't understand what he was saying. His discussions were
21 so unstructured, I just wanted something structured, to even understand
22 what he was saying. And I said, I will not talk about this anymore, this
23 bonus, until you give me something that I can sit down, and Angela and
24 I can see. And then the amount came on the 27th.

25 Q Sir, just out of curiosity, bonus is term, right? Mr. Simon

1 never called it a bonus. That's an Edgeworth term, fair?

2 A It's a -- yeah, a bonus.

3 Q Okay. I'm not being pejorative in nature, I'm saying that that
4 is a term you are using, and has never been used by Daniel Simon, as it
5 pertains to his fee, fair?

6 A In the November 17th meeting, he kept saying additional
7 payment . I know --

8 THE COURT: Sir, has he ever used the word bonus?

9 THE WITNESS: No.

10 THE COURT: Okay. The answer is, no. Mr. Christiansen.

11 MR. CHRISTIANSEN: Thanks.

12 BY MR. CHRISTIANSEN:

13 Q Your email again, just so we can do it chronologically, is
14 November 21 --

15 A Correct.

16 Q -- '17? Thereafter, just chronologically, November 27, Mr.
17 Simon writes you the letter that he writes you --

18 A Correct.

19 Q -- correct? And what you do next -- and at the time he writes
20 you the letter, because you and I just looked at it in your November 21st,
21 you know you owe him money?

22 A Correct.

23 Q All right. And what you do, when you get the letter, isn't
24 work out what you owe him, you go hire a new lawyer, correct? You
25 went and hired Mr. Vannah's firm, Vannah & Vannah, the 29th of

1 November --

2 A Correct.

3 Q -- correct? And you did that, and you took the position that
4 you didn't want to pay him because you didn't have a contract, right?

5 A We've always had a contract. I never took that position.

6 Q And deciding to not pay people money that you owe money
7 to is not a unique thing, situated for Mr. Simon, just in this litigation,
8 correct?

9 A No.

10 Q Because Exhibit 24 --

11 MR. CHRISTIANSEN: Bate stamp 396, Mr. Greene.

12 BY MR. CHRISTIANSEN:

13 Q -- was an email from April 18th of 2017, where you tell Mr.
14 Simon you don't want to pay one of the contractors or subs his work,
15 because he doesn't have a contract, right?

16 A That's not what I said.

17 Q We have no contract, and you don't want to pay him, right?
18 I'll give him what the Court allows, that's what you wrote. Fair?

19 A That's what it says, it's not the meaning.

20 THE COURT: What exhibit is that, Mr. Christiansen?

21 MR. CHRISTIANSEN: Exhibit 24, Your Honor. Bates 396.

22 THE COURT: Okay.

23 BY MR. CHRISTIANSEN:

24 Q And the letter from Mr. Simon, Mr. Edgeworth. You just told
25 me --

1 MR. CHRISTIANSEN: -- and I'm sorry, I want to make sure
2 you -- Exhibit 40, Mr. Greene.

3 BY MR. CHRISTIANSEN:

4 Q The November 27 from Mr. Simon, you just told the Court
5 you demanded he write you, put something in writing, correct?

6 A Correct.

7 Q So why in three different affidavits did you tell the Judge, in
8 an effort to not honor attorney's fee, or an attorney's lien, that you were
9 stunned to get the letter from Mr. Simon?

10 A Because of the contents of the letter.

11 Q That's not what you said. You said you were stunned to get
12 the letter that you ordered him to write, right?

13 A I think you're taking it out of context.

14 Q Did you use the word stunned as it pertains to the letter you
15 ordered him to send you?

16 A Yes.

17 Q So you demand something, your lawyer does it, and in an
18 effort to not pay him money you owe him, you write an affidavit saying
19 you were stunned to receive it?

20 A No.

21 Q Can we agree, sir, that a significant, and the majority of the
22 \$6 million that Viking was willing to pay, was based on the potential
23 award for punitive damages?

24 A I don't believe so.

25 Q Well, let's see, let's just see if we can do the math, the time

1 right. In March you were willing to take a million. By November when
2 you took 6, the only thing that happens, Danny Simon has done a bunch
3 of work. There's a real risk their answer, the Viking answer was going to
4 get stricken by Her Honor. She had excluded their expert, and there was
5 a punitive aspect of the case that had never been contemplated before
6 by yourself; is that fair?

7 A By what date do you feel I've never contemplated there was
8 punitive aspect?

9 Q By all the dates where you wrote in emails, you never talked
10 about it, or thought about it?

11 A It doesn't mean I didn't think that Viking was going to settle
12 for a substantial amount of money.

13 Q What line item were they going to put the substantial amount
14 of money in, sir?

15 A They didn't put it in a line item, sir.

16 Q How many \$6 million cases have you settled in your career?

17 A None.

18 Q Zero?

19 A Zero.

20 Q And is the offer for 6 million at the mediation, the time that
21 you're referencing in your affidavit that I've shown you over and over,
22 that only thereafter Mr. Simon wanted a bonus; to use your words?

23 A Can you make it clearer. I don't --

24 Q No. Did you not understand the question?

25 A Exactly. I don't --

1 Q Okay.

2 A -- get what you mean.

3 Q Did you understand the question?

4 A No, I did not.

5 MR. CHRISTIANSEN: Judge, could we maybe have a short
6 break, so I can try to organize, and maybe short circuit some of the
7 remainder of my stuff --

8 THE COURT: Okay.

9 MR. CHRISTIANSEN: -- and conclude by the day's end.

10 THE COURT: Okay.

11 MR. CHRISTIANSEN: If it's okay.

12 THE COURT: Okay. So, we'll take like ten minutes, Mr.
13 Greene.

14 MR. CHRISTIANSEN: Thank you, Your Honor.

15 THE COURT: Okay. And, Mr. Greene, if he's a little early, it's
16 up to you, or would you be more comfortable just waiting and starting
17 your examination of him tomorrow?

18 MR. GREENE: Sure, that would be great.

19 THE COURT: Okay. Because I don't want you guys to ask
20 him a couple of questions, and then have to go take the night. So even if
21 Mr. Christiansen finishes a little early if everybody's okay --

22 MR. GREENE: That makes sense.

23 THE COURT: -- we'll just be done --

24 MR. GREENE: That's fine.

25 THE COURT: -- and then you start tomorrow?

1 MR. GREENE: Makes sense, sure.

2 MR. CHRISTIANSEN: Totally fine with me, Judge.

3 THE COURT: Okay. So, we'll take about ten . . .

4 [Recess at 3:25 p.m., recommencing at 4:11 p.m.]

5 MR. CHRISTIANSEN: Judge, a scheduling issue. I want to
6 talk out of turn, because Mr. Christensen and Mr. Vannah were talking. I
7 don't think I'll finish with Mr. Edgeworth today, and we have a witness
8 here, Mr. Drummond, that's noticed and probably everybody knows
9 about him. I was hoping to maybe -- he has a settlement conference
10 tomorrow, and we can't get him back, maybe get him on and off, and
11 then I'll conclude with Mr. Edgeworth tomorrow?.

12 MR. VANNAH: I don't mind doing that.

13 THE COURT: Okay. It's totally up to you guys, I don't care
14 what order we call the witnesses in.

15 MR. CHRISTIANSEN: I appreciate it, Mr. Vannah.

16 MR. VANNAH: Sure, no.

17 THE COURT: I promise I'm paying attention on everybody,
18 so, it's --

19 MR. VANNAH: No, no. It makes sense, I mean, that works
20 out for everybody.

21 THE COURT: Okay.

22 MR. CHRISTIANSEN: Thank you, Mr. Vannah.

23 THE COURT: Okay. So, Mr. Edgeworth --

24 MR. VANNAH: Am I going to have time to cross-examine
25 him --

1 THE COURT: -- you may be excused --

2 MR. VANNAH: -- if I need to?

3 THE COURT: -- and then we'll recall your tomorrow, okay.

4 [Counsel confer]

5 THE WITNESS: For first thing in the morning?

6 THE COURT: No, I have a calendar, so we're not even
7 starting until 11:00.

8 Okay. So, we'll put Mr. Drummond on.

9 MR. CHRISTIANSEN: Yes, please, Your Honor.

10 THE COURT: Okay.

11 MR. CHRISTIANSEN: And I'll try to get my junk out of Mr.
12 Christensen's way.

13 THE COURT: Okay. We're back on the record in A-738444,
14 Edgeworth Family Trust v. Lange Plumbing and also, A-767242,
15 Edgeworth Family Trust v. Daniel Simon.

16 Good afternoon, Mr. Drummond, if you could raise your right hand.

17 CRAIG WILLIAM DRUMMOND, PLAINTIFFS' WITNESS, SWORN

18 THE CLERK: Please be seated, stating your full name,
19 spelling your first and last name for the record.

20 THE WITNESS: Craig William Drummond, C-R-A-I-G D-R-U-
21 M-M-O-N-D.

22 THE COURT: Okay. Mr. Christensen, your witness.

23 MR. CHRISTENSEN: Thank you, Your Honor.

24 DIRECT EXAMINATION

25 BY MR. CHRISTENSEN:

1 Q Mr. Drummond, what do you do for a living?

2 A I'm an attorney.

3 Q Where are you licensed?

4 A I am licensed in Nevada, Missouri, 9th Circuit, and the U.S.
5 Supreme Court.

6 Q How long have you been a licensed attorney in any
7 jurisdiction?

8 A Since 2004 in Missouri.

9 Q Can you give us the thumbnail sketch of your work
10 experience?

11 A Sure. I served in the U.S. Army JAG Corps. I was a Federal
12 Military Prosecutor; I was a defense counsel. I was an advisor on ethics
13 issues, I was an advisor on Federal tort claims. In 2009, my last duty
14 assignment was here. I passed the Nevada bar, and in 2010 set up my
15 own shop under Mr. Simon.

16 THE COURT: Did you say under Mr. Simon?

17 THE WITNESS: Under Mr. Simon, yeah.

18 THE COURT: Okay.

19 BY MR. CHRISTENSEN:

20 Q So --

21 THE COURT: And that's in 2010?

22 THE WITNESS: In 2010.

23 BY MR. CHRISTENSEN:

24 Q Could you explain that business relationship? Were you
25 physically in his office?

1 A I was. I operated under his office. I was allowed to set up
2 my own PC, but I operated under his office.

3 Q Okay. What kind of work did you do when you first started
4 with Mr. Simon's firm in 2010?

5 A I was doing about 20 percent military cases, and then I was
6 learning personal injury law. So, I was 80 percent doing personal injury
7 cases, mainly his cases, and that's how I began learning that on the -- on
8 the civilian side.

9 Q What kind of military work were you doing?

10 A Court marshals at Nellis, Irwin, government investigations
11 regarding contractors. There's a lot of cool stuff going on in Southern
12 Nevada, and I still had a security clearance, so I was able to do stuff like
13 that, that I can't really talk about. But that's -- it was about -- it was about
14 ten percent, that's what I knew, and it was a way to make some money,
15 and then the rest of it was injury cases.

16 Q That was after discharge?

17 A That was after discharge, yes.

18 Q Okay. So, there's certain cases that, when appropriate, the
19 JAG Corps are going out and contract with an outside lawyer?

20 A No. A service member has a -- you have a right to a military
21 member, if you're under investigation, or you're charged, or you can
22 actually retain a civilian attorney. And so, here there's Nellis, there's Fort
23 Irwin, and some other stuff. So, when those individuals, either
24 government contractors or members of the military get charged with a
25 crime, or are under investigation, a lot of them, normally senior folks,

1 they'd rather have a more senior attorney.

2 Q I understand.

3 A And so, they'll hire guys like me, or there are some folks who
4 nationally practice.

5 Q How'd you bill on those cases?

6 A On all of my military cases it's all a flat fee on those. On the
7 injury cases it's under a contingency agreement. And then I get a little
8 bit of hourly cases on court-appointed cases. I had about three court-
9 appointed cases that year, and for those cases I would -- I would
10 handwrite my own notes, and that kind of thing.

11 Q Okay. When you were working with Mr. Simon in 2010 on
12 the court-appointment cases that you billed hourly, how did that go?

13 A I would write down my time on a notepad, and I would keep
14 it. There was no billing program in his office. The office, 100 percent
15 was not set up to bill, the phones weren't set up to bill. So, on my time
16 for those two or three cases it was all me keeping that on a notepad, and
17 I think then maybe I went to an Excel spreadsheet, but it was -- it was my
18 own program, there was not a program there.

19 Q Did he have any support staff that were timekeepers --

20 A None.

21 Q -- that you could utilize?

22 A None.

23 Q No.

24 A I would do all of the billing myself. In fact, on the military
25 cases, or the few court appointed cases, I was the only person who

1 worked on those. His staff, every member of his staff. Now, certainly, if I
2 needed something copied, it would be copied, or something of that
3 nature, but the whole office was built around doing personal injury
4 cases, and that was all done on a contingency.

5 Q How long did you work, I guess I'll call it under Mr. Simon's
6 flag?

7 A I worked under him, directly, for about a year, and then
8 branched out and left, and went to a different building and started hiring
9 my own staff and building my own practice, and that was around 2000 --
10 early 2011.

11 Q Where's your office currently?

12 A It is now back at Mr. Simon's building, at 810 South Casino
13 Center. It was for about six years, at 228 South 4th Street, and I moved
14 back just about two years ago.

15 Q Okay. Now, you moved back into the building. Do you have
16 a separate office, or are you like back to being part of his office?

17 A No. We have -- the way the building is set up is there's three
18 wings. There's one wing where actually Mr. Christiansen is, there's one
19 wing which is Mr. Simon's office, and then there's another wing, which
20 is my firm, the Drummond Law Firm. They are all separated by doors.
21 They actually -- each one can lock from each other. So, while it's the
22 same building, it's -- the areas are separate.

23 Q Are you familiar with the contingency fees generally charged
24 in heavily litigated cases?

25 A Yes, I am.

1 Q And what is it.

2 MR. VANNAH: Excuse me, Your Honor. I mean, this is an
3 expert witness, he's not been designated as an expert witness, or -- were
4 you seriously making him an expert here, without telling us?

5 MR. CHRISTENSEN: I don't think that's --

6 MR. VANNAH: That's an expert question, what are generally
7 the charges in the area.

8 MR. CHRISTENSEN: That's a percipient witness question,
9 Your Honor.

10 MR. VANNAH: I don't think so, that's an expert question.

11 BY MR. CHRISTENSEN:

12 Q Let me ask a couple of foundational questions.

13 THE COURT: Okay, please do.

14 MR. VANNAH: They're 40 percent, by the way, we all know
15 what they are.

16 THE COURT: Well, we all do, but --

17 MR. CHRISTENSEN: I'll move on then.

18 MR. VANNAH: All right. Well, we'll agree with that.

19 MR. CHRISTENSEN: Because that's --

20 MR. VANNAH: Normally, I continue to be --

21 MR. CHRISTENSEN: We agree.

22 MR. VANNAH: -- in agreement that for--

23 MR. CHRISTENSEN: We'll move on.

24 MR. VANNAH: -- a heavy litigated case it's 40 percent.

25 MR. CHRISTENSEN: See, we can find common ground.

1 MR. VANNAH: I thought everybody knew that.

2 THE COURT: I like it. Okay.

3 MR. CHRISTENSEN: All right.

4 THE COURT: Okay.

5 MR. VANNAH: All right.

6 THE COURT: So, Mr. Vannah agreed to 40 percent --

7 MR. CHRISTENSEN: Okay.

8 THE COURT: -- so we can move on.

9 MR. VANNAH: Good.

10 BY MR. CHRISTENSEN:

11 Q You described the difficulties that you had with billing when
12 you worked with Mr. Simon. During that period of time have you ever
13 seen Mr. Simon work an hourly case?

14 A To my knowledge, and to my personal knowledge the
15 answer is, no. I never saw him have any hourly case when I was there,
16 and in my relationship, personally and professionally with him, I was not
17 aware of any case that he was billing hourly on.

18 Q Were you back in his building as a renter in 2017?

19 A I was.

20 Q Are you familiar with the Edgeworth case?

21 A I am.

22 Q How are you familiar with the Edgeworth case?

23 A My practice is fortunately growing, and because of that,
24 when we get certain types of cases at certain levels, I'll call it large cases,
25 sometimes I would branch out and bring in other counsel as co-counsel,

1 someone who's more experienced. And I have brought in Mr. Simon on
2 a number of cases throughout the years.

3 And I recall specifically two cases. There was a case that I had, last
4 name Diaz, that was occurring around the early 2017 time frame, and I
5 brought Mr. Simon in as my co-counsel. It was an extremely
6 complicated case, involving a lot of factual disputed issues, numbers of
7 experts. And we had to actually move discovery multiple times, because
8 he was busy with the Edgeworth case, and he and his staff made it very
9 clear that they were working very hard on that Edgeworth case.

10 And, in fact, there was another case, last name of Henderson. It
11 was actually this Department, Your Honor, where I was trying to bring
12 Mr. Simon in, in 2017, and because of the Edgeworth case he did not
13 want to take it on, because he didn't feel that he would have the time or
14 resources to help me with it. And so, it wasn't actually until recently, in
15 this year, that I brought him in on the case, where he helped us get the
16 case resolved.

17 Q You mentioned bringing in other attorneys. Do other
18 attorneys ever bring you in on files?

19 A Yes. I feel fortunate to have had quite a bit of trial
20 experience, and there are a number of law firms here in town that we
21 have tried their cases. Some of them where that's all public, it's all on
22 Odyssey. Gabe Martinez, I tried cases for him. I had tried cases for
23 Aubrey Goldberg, who's a former State Bar President. I've tried cases
24 for Josh Tomsheck, who's a litigator here in town, for Mike Sanft, who's
25 a litigator here in town, for Gabe Grasso. All those individuals I have

1 been brought in to specifically try cases for them on a co-counsel
2 relationship.

3 Q What attorneys have you brought in, on large cases?

4 A Only two.

5 Q And who are those?

6 A Daniel Simon, or P. Christiansen.

7 Q Why do you bring in Mr. Simon on a case?

8 A One, he started out as not only a friend, he started out as a
9 mentor, and teaching me the right way to do personal injury cases. The
10 right way to build up a case, get the right experts. Actually, litigate the
11 cases, read the discovery, prepare for depositions, and I have seen him
12 over the years change cases. He changes the dynamic of the case, and
13 that's not something that always a small firm like mine can see.

14 Sometimes we can't see through those weeds to change that
15 dynamic. And I feel fortunate that he's a friend. I feel fortunate that our
16 offices work well together, and I feel fortunate that he has been very
17 successful in the cases I brought him in. Changing the dynamic, which
18 also changes the value, which also then directly changes the return for
19 the client.

20 Q It sounds like you've worked in a lot of different jurisdictions?

21 A I have.

22 Q What's your opinion of Mr. Simon's ability?

23 A I would consider him a top one percent trial lawyer. I have
24 dealt with military attorneys. I have dealt with civilian attorneys. I've
25 dealt with regular government attorneys. I am on the Federal CJA panel

1 here for the Federal Southern District, where we deal with the select
2 attorneys who can do criminal defense. Most of us who do some
3 criminal defense also do injury cases.

4 I'm on the Clark County Court appointed panel here, for court-
5 appointed work, all the way to murder. I deal with a lot of attorneys on a
6 day-to-day basis. I'm in court every single day -- well, I shouldn't say --
7 most days I am in Court, and I would say he's a top one percent lawyer.

8 Q Other than seeing and hearing that Edgeworth was going on,
9 do you have any particular knowledge about the case?

10 A Not really. Other than I know that it was taking up a lot of his
11 office's time, and it was very clear that that was going on. And I will go
12 over to his office to say hi to him, to say hi to his associates, to say hi to
13 his staff. My office does too. If somebody needs a binder, somebody
14 will walk over. It's a very cordial working relationship.

15 And that case was the one case that we would hear, as far as
16 what's Danny doing, what case is he working on, what experts is he
17 talking about; it was the Edgeworth case. As far as any other details I
18 really don't know.

19 Q Okay. Thank you, Mr. Jones.

20 A Thank you, sir.

21 THE COURT: Cross?

22 MR. VANNAH: Yes.

23 CROSS-EXAMINATION

24 BY MR. VANNAH:

25 Q How are you, Mr. Jones?

1 A Good, sir.

2 Q I think we can agree on one thing, Mr. Simon is a good
3 lawyer, right?

4 A Yes.

5 Q He does a good job, right?

6 A Yes.

7 Q Enjoys a nice reputation?

8 A I think he's earned it, yes.

9 Q Okay. So, let's talk about contingency cases. What's the
10 largest case that you settled with Mr. Simon, where he helped you?

11 A It settled confidentially.

12 Q Is it over a million dollars?

13 A Well over.

14 Q Okay. And did you have a contingency fee agreement with a
15 client on that case?

16 A We did.

17 Q In writing?

18 A We did.

19 Q Are you required to do that?

20 A If you're asking me to give you my expert opinion on Rule
21 1.5, is that what you're asking about?

22 Q Let me just tell you, 1.5 says, quote/unquote, "that you
23 cannot do a contingency fee agreement with a client unless it is in
24 writing;" isn't that correct?

25 A Well, here's what I can tell you, because I want to answer

1 your question. You deserve --

2 Q Let me just ask you to give --

3 A -- the answer. I want to give it to you.

4 Q I like the yes or no stuff. So, let me just -- if you can answer
5 yes or no, we'll start with that. You've read Rule 1.5 right?

6 A I have.

7 Q And doesn't it specifically say that you cannot have a
8 contingency fee agreement with a client unless the agreement is in
9 writing?

10 A I believe there's two parts to that rule, since you're asking me
11 about that rule. There's one part which talks about a prior relationship
12 with a client, and then there is a part that talks about a contingency fee
13 agreement. I can --

14 Q Let me read the rule to you, how's that?

15 A Okay.

16 Q And then we'll go.

17 A Okay.

18 Q I don't mean to -- I don't memorize these rules, either, so I'll
19 be fair to you. Here's the rule, I'll read it to you. Rule 1.5(c), okay. A fee
20 may be contingent on the outcome of the matter for which the service is
21 rendered, except in a matter in which a contingent fee is prohibited by
22 paragraph (d) or the law.

23 Okay? For example, you can't have a contingency fee in a divorce
24 case, but you can have a contingency fee, right? You agree, that the bar
25 allows that?

1 A The bar does allow you to have a contingency fee --

2 Q All right.

3 A -- 1.5(b).

4 Q Let me read the rest of it now, there's the part I want to focus
5 on.

6 A Oh, okay.

7 Q We all know you can do a contingency fee. we all know 40
8 percent's reasonably typical for heavily litigated matters, right?

9 A You're reading 1.5(c), correct?

10 Q I haven't read it yet, but I'm about to read it to you, here it is.

11 A I thought you just did?

12 Q I haven't finished it. Okay. Here's the part that -- yeah, we --
13 well, I think we can --

14 A I don't want to --

15 Q -- agree on 1.5. You can have a contingency fee, certainly on
16 a case like the Edgeworth case, they certainly could have entered into a
17 contingency fee, agreed?

18 A I'm not here to give an expert opinion about the contingency
19 fee in this case. I have not reviewed documents in this case. I'm just
20 being honest with you.

21 Q Okay.

22 A If you want me to look at it, I know --

23 Q Let me just -- you're the one who brought up contingency
24 fees and let me just read this to you. It says, quote, I'm reading this.

25 A Uh-huh.

1 Q "A contingent fee agreement shall be in writing, signed by
2 the client, and shall state in bold-face type, that is as least as large as the
3 largest type used in the contingent fee agreement."

4 Okay. So, you see that a contingent fee agreement has to be in
5 writing, and it has to be signed by the client to be a contingency fee,
6 agreed?

7 A You may want to look at 1.5(b). Can you read that to me?

8 Q 1.5(b)?

9 A Correct.

10 Q Sure, I will. 1.5(b) says:

11 The scope of the representation, and the basis or rate of the
12 fee, and expenses for which the client will be responsible,
13 shall be communicated to the client preferably in writing,
14 before or within a reasonable time after commencing their
15 representation, except when the lawyer shall charge a
16 regularly represented client on the same basis or rate.

17 Okay?

18 A Yes.

19 Q The more specific rule on contingency fee is (c), which says --

20 A No. I think you read the rules together. I read all the rules
21 together. I don't discount --

22 Q So, is it your opinion you can have a contingency fee that's
23 not in writing, signed by the client and be valid?

24 A Hang on, wait a minute. If you could have a contingency
25 fee --

1 Q Is it your opinion --

2 A -- signed by the client --

3 Q -- that you can have --

4 A -- it would be right.

5 Q -- a contingency fee that is not in writing and not signed by
6 the client, and have it be valid?

7 A I am not prepared to give you an expert opinion on Nevada
8 law on that, because I believe you would need to read those rules; (b)
9 and (c) in conjunction, as well as with the case law.

10 Q How many --

11 A I was not prepared to give an expert opinion on that issue.

12 Q That's fine. So, how many times have you represented a
13 client in a personal injury matter on a contingency fee agreement that
14 was not in writing?

15 A I have not.

16 Q Okay. Now, Mr. Simon's been your mentor, which is
17 allottable. Did he teach you that? Did he teach you, if you're going to do
18 a contingency fee you better put it in writing?

19 A Well, I was practicing law for many years before I dealt --

20 Q My question, did he ever tell you that?

21 A I don't recall if Mr. Simon and I have had a discussion as far
22 as what should be in a contingency fee agreement or not. I do not recall
23 if we've had that discussion.

24 Q Okay. Were you aware there is no written contingency fee in
25 this case?

1 A I'm not aware of all of the details in this case, as I --

2 Q One question. Are you aware as to whether or not there's a
3 contingency fee in writing, in the Edgeworth case, in your discussions
4 with Mr. Simon?

5 A I'm aware there are emails.

6 Q My question --

7 A I'm am not aware of what you're defining as a contingency
8 fee, or not defining as a contingency fee. I'm just being honest with you.
9 I did not review documents in preparation for this testimony. I'm not a
10 percipient witness to documents in this case.

11 Q But you talked to Mr. Simon about this case?

12 A Not in detail, no.

13 Q Well, you've talked to Mr. Simon's attorneys. You didn't just
14 show up here today, right?

15 A I have briefly talked to Mr. Christiansen for about three
16 minutes, probably even less than that out there. I was simply asked my
17 knowledge of the billing software, which there was none.

18 Q Okay.

19 A I was asked my knowledge of, did it take up a lot of his
20 office's time, which the answer is, absolutely. Did it affect his ability to
21 earn income when it would have been brought in on large cases with my
22 office, during 2017, absolutely. Those things I have personal knowledge
23 about, and that's what I am a hundred percent solid and able to give you
24 that good honest testimony to those things.

25 Other things would cause me to speculate, or to talk about

1 documents I have not reviewed, or defining a contract which I've not
2 recently read the case law on.

3 Q So, what you're to tell us, all we can get out of this, is Mr.
4 Simon is a good lawyer.

5 A He's an excellent lawyer.

6 Q And he was busy working the Edgeworth case?

7 A He's an excellent lawyer. He was working on the Edgeworth
8 case, and that did take away from him earning money, significant
9 money, by coming in and working on cases with my office, and I would
10 imagine other attorneys as well.

11 Q Are you aware that he's billed nearly a million dollars on this
12 case?

13 A Don't know what the bills are in this case.

14 Q How many cases have billed, nearly a million dollars in
15 hourly billing?

16 A In hourly billing?

17 Q Yes.

18 A None, on an hourly bill, because I don't --

19 Q What's the most you've ever billed any case on an hourly
20 billing? Ever, in your history of mankind --

21 A Well --

22 Q -- hourly?

23 A And I'll try to answer that.

24 Q Okay.

25 A I don't bill any cases hourly, except court-appointed cases.

1 Q How much have you ever -- what's the most you've ever
2 billed on an hourly case ever?

3 A I -- \$100,000, probably close to that, is the honest answer.
4 But all the private clients that we do on the criminal cases I do those on a
5 flat fee, because also my office really isn't set up to do hourly billing
6 either.

7 Q Okay. Now I appreciate you coming today. Thank you, Mr.
8 Drummond.

9 A Thank you, sir.

10 Q Good luck with your settlement conference tomorrow.

11 A Thank you.

12 MR. VANNAH: Thank you, Your Honor.

13 THE COURT: Thank you. Any further questions, Mr.
14 Christensen?

15 MR. CHRISTENSEN: No, Your Honor.

16 THE COURT: Okay. This witness may be excused. Thank
17 you very much, Mr. Drummond --

18 THE WITNESS: Thank you, Your Honor.

19 THE COURT: -- for your testimony here today. And we did
20 take Mr. Drummond out of order, but it is 4:30, so if you guys are okay,
21 we'll just recess, and we'll put Mr. Edgeworth back up tomorrow.

22 I have a civil calendar at 9:30, but we should be done by 11:00, so we'll
23 start tomorrow at 11:00.

24 MR. VANNAH: That'll be fine, Your Honor.

25 THE COURT: Okay.


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MR. CHRISTENSEN: Thank you, Your Honor.

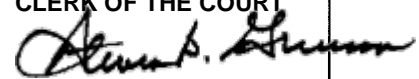
THE COURT: See you guys tomorrow.

[Proceedings concluded at 4:33 p.m.]

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



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



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**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

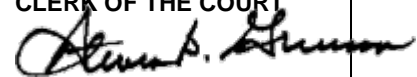
CASE NO.: A-16-738444-C
DEPT NO.: X

**RECEIPT OF SIMON LAW'S
PRODUCTION OF CELL
PHONE RECORDS**

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Dated this 10th day of September, 2018, at 3:14 p.m.

-2- AA00230



MTRC

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Family Trust and American Grating, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC,

Plaintiffs,

v.

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
d/b/a SIMON LAW; DOES 1 through 10; and
ROE entities 1 through 10;

Defendants.

CASE NO.: A-18-767242-C

DEPT NO.: X

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

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

(HEARING REQUESTED)

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

DATED this 30th day of March, 2021.

MESSNER REEVES LLP

/s/ Christine Atwood

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

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

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

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

13 This matter arises out of two civil cases that have since been consolidated. On April 10, 2016, a
14 house the Edgeworths were building suffered a flood. The house was still under construction, but the cost
15 of repairs was approximately \$500,000. Simon represented the Edgeworths in the resulting case of
16 Edgeworth Family Trust and American Grating LLC vs. Lange Plumbing, LLC, the Viking Corporation,
17 Supply Network Inc., dba VikingSupplynet, which was assigned case No. A-16-738444-C. Over the
18 course of his representation of the Edgeworths Simon was paid \$368,588.70 in attorney fees and
19 \$114,864.39 in litigation costs, making the total amount paid out of pocket by the Edgeworths to Simon
20 \$483,453.09 through September 25, 2017. These bills were billed at the rate of \$550.00 per hour, and
21 were found by this court to be an implied contract between Simon and Edgeworth.
22

23 On or about November 15, 2017, the Edgeworths accepted a mediator’s proposal to settle with
24 Viking for \$6,000,000 (hereinafter “Viking Settlement”). On November 17, 2017, Simon called the
25 Edgeworths to his office to discuss the settlement. During that meeting, Simon indicated that he believed
26 he was entitled to compensation over and above the hourly rate he was being paid. He supported his
27 argument by stating that a judge would automatically award him forty (40) percent of the Viking
28

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

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

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

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

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

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

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

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

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

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

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

25 ⁶ See **Exhibits B and C**.

26 ⁷ See **Exhibit C**, at page 4.

27 ⁸ See **Exhibit C**, at p. 5.

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

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

¹¹ *Id.*

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

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

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

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

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

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

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

¹⁶ See **Exhibit A**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25
26 ²⁴ See Exhibits D and E.

27 ²⁵ See pleadings on file herein.

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

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

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

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

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

3
4 **III. LEGAL STANDARD**

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

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

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

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

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

9 10 **IV. LEGAL ARGUMENT**

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

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

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

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

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

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

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

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

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

28 ³¹ See Exhibits D and E.

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

14 In light of this newly discovered evidence, the Court's factual findings with respect to the
15 Edgeworth's conversion claim are misguided. It was not an "impossibility for Simon to have converted
16 the Edgeworth's property" at the time the lawsuit was filed on January 4, 2018 because such a conversion
17 could have and indeed did occur as of December 12, 2017. Conversion occurs where "one exerts wrongful
18 dominion over another person's property or wrongful interference with the owner's dominion." *Bader v.*
19 *Cerri*, 96 Nev. 352, 609 P.2d 314 (1980). The Nevada Supreme Court has defined conversion as "a distinct
20 act of dominion wrongfully exerted over another's personal property in denial of, or inconsistent with
21 his title or rights therein or in derogation, exclusion or defiance of such title or rights." *Wantz v. Redfield*,
22 794 Nev 196, 198, 326 P.2d 413, 414 (1958) (emphasis added).
23

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

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

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

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

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

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

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

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

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

28 ³³ *Id.*

³⁴ See **Exhibit B.**

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

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

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

24 ///

25 ///

27 ³⁵ See **Exhibit I** at 164-165.

28 ³⁶ *Id.* at p. 164:21 – 165:3.

³⁷ *Id.* at p. 165:19 – 21.

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

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

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

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

³⁹ See **Exhibit B**.

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

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

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

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

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

26 ///

27 ///

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

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

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

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

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

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

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

12 a. *The Quality of the Advocate*

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

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

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

9
10 Additionally, this Court prevented the Edgeworth's from fully developing the quality of the
11 advocate at the evidentiary hearing when Mr. Vannah began questioning Mr. Simon regarding Mr.
12 Simon's failure to obtain a formal fee agreement from the Edgeworths.⁴² Specifically, after Mr. Simon
13 testified that Mr. Kemp would not have been the IDIOT I was in performing work for a client without a
14 fee agreement in place, Mr. Vannah then questioned Mr. Simon about whether Mr. Simon had violated
15 "Bar Rules, Section 1.5" by not doing what the Edgeworths had asked of Mr. Simon regarding the fee
16 agreement.⁴³ Despite this line of questioning being specifically pertinent to the quality of Mr. Simon as
17 an advocate – as it can be safely assumed that allegedly violating bar rules and the rules of professional
18 conduct would weigh negatively upon an attorney's quality as an advocate – this Court specifically
19 instructed Mr. Simon not to answer that question in case a bar complaint was later filed against Mr. Simon
20 and/or his firm.⁴⁴ As such, the Edgeworths were deprived of their due process rights to question Mr.
21 Simon regarding his quality as an advocate due to this Court's stopping of that line of questioning and
22 specifically instructed Mr. Simon not to answer the question at issue regarding violations of Bar Rules.

23 Further, Simon failed to provide any information regarding the quality of his counsel in his Motion
24 for Attorney's Fees. All that was attached to that Motion were vague billing invoices where James
25 Christensen, Esq., billed at a rate of \$400.00 per hour and Pete Christiansen, Esq. billed at the exorbitant
26

27 ⁴² See **Exhibit I**, at 132:25-134:9.

28 ⁴³ *Id.*

⁴⁴ *Id.*

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 JONES,
DISTRICT JUDGE, DEPT. 10,

Respondents,

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

Real Parties in Interest.

Supreme Court Case No. 84159

(District Court A-18-767242-C
Consolidated with
A-16-738444-C)

**APPENDIX TO ANSWER OF RESPONDENTS TO WRIT OF MANDAMUS
TO RELEASE CLIENT FUNDS IN EXCESS OF ADJUDICATED LIEN
AMOUNT AND TO RELEASE THE COMPLETE CLIENT FILE**

VOLUME II OF III

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Volume III:

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

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

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

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

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

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

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

25
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27 ⁴⁶ See Transcript of Evidentiary Hearing Day 3, at 105:21-106:3, attached hereto as **Exhibit R**.

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

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

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

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

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

24 Even more concerning are Ferrell's entries for things such as 2.5 hours to draft a notice of
25 attorney's lien and then, on that same day, another 0.30 hours to download, review and analyze that same
26

27
28 ⁴⁸ See Exhibit J.

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

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

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

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

⁵⁰ See **Exhibit L**.

⁵¹ See **Exhibit M**.

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

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

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

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

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

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

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

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

28 ⁵⁴ See **Exhibit R**.

⁵⁵ See **Exhibit S** at SIMONEW0000341.

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

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

23
24 Finally, it is concerning that secretarial tasks were billed as attorney time, which wholly
25 inappropriate. Specifically, as an example, Christiansen billed for reviewing a calendar, assisting in
26

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

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

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

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

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

8 *d. The Result of the Work Performed*

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

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

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

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

16 Here, the amount sought by Simon and awarded by this Court for claimed work done over a period
17 39-days (between four [4] and five [5] weeks) – which, again, included both the Christmas and New
18 Year's holidays and Simon's vacation when he was not working between December 19, 2017 and January
19 2, 2018 – is disproportionally excessive when compared against the fee which the State Bar determined
20 was unreasonable and required reprimand. Specifically, Simon was awarded \$200,000.00 for a period of
21 four (4) or five (5) weeks, while the State Bar determined that less than \$12,500.00 was an unreasonable
22 fee for work done by an attorney over the course of two (2) weeks. Extrapolating the bar Counsel's
23 report's unreasonable fee out to the period at issue here, this Court's award is more than 8 times the
24 amount found unreasonable over a four (4) week period ($\$200,000.00 / \$24,656.88 = 8.11\%$) and is nearly
25 6.5 times the amount found unreasonable over a five (5) week period ($\$200,000.00 / \$30,821.10 = 6.49\%$).
26
27

28 ⁶⁰ See, Bar Counsel Report regarding Crystal L. Eller, dated July 2020, attached hereto **Exhibit T**.

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

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

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

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

21 **V. CONCLUSION**

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

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

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

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

19 **MESSNER REEVES LLP**

20 /s/ Christine Atwood

21 Lauren D. Calvert, Esq. #10534

22 Christine L. Atwood, Esq. #14162

23 David M. Gould, Esq. #11143

24 *Attorneys for the Edgeworths*

1 **CERTIFICATE OF SERVICE**

2 On this 30th day of March, 2021, pursuant to Administrative Order 14-2 and Rule 9 of the
3 NEFCR, I caused the foregoing **DEFENDANT'S MOTION FOR RECONSIDERATION**
4 **REGARDING COURT'S AMENDED DECISION AND ORDER GRANTING IN PART AND**
5 **DENYING IN PART SIMON'S MOTION FOR ATTORNEY'S FEES AND COSTS AND**
6 **SECOND AMENDED DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN** to
7 be transmitted to the person(s) identified in the E-Service List for this captioned case in Odyssey E-
8 File & Serve of the Eighth Judicial District Court, County of Clark, State of Nevada. A service
9 transmission report reported service as complete and a copy of the service transmission report will be
10 maintained with the document(s) in this office.

11 James R. Christiansen
12 LAW OFFICES OF JAMES R. CHRISTENSEN
13 630 South Third Street
14 Las Vegas, Nevada 89101
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16 *DANIEL S. SIMON*

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23 Janet C. Pancoast, Esq.
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25 1160 North Town Center Drive, Suite 130
26 Las Vegas, Nevada 89144
27 *Attorneys for Defendant The Viking Corporation & Supply Network, Inc. d/b/a Viking*
28 *Supplynet*

29 */s/ Nicholle Pendergraft*

30 Employee of MESSNER REEVES LLP

EXHIBIT A

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

Dan –

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

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

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

Thanks,

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

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

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

SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

B. The SETTLING PARTIES, after extensive, arms-length negotiations, have reached a complete and final settlement of the PLAINTIFFS claims against VIKING, and warrant that they are presently the sole and exclusive owners of their respective claims, demands, causes of action, controversies, obligations or liabilities as set forth in the SUBJECT ACTION and that no other party has any right, title, or interest whatsoever in said causes of action and other matters referred to therein, and that there has been no assignment, transfer, conveyance, or other disposition by them of any said causes of action and other matters referred to therein; and

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

II. DEFINITIONS

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

//

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

C. "VIKING" shall mean THE VIKING CORPORATION, SUPPLYNETWORK, INC. & VIKING GROUP, INC., and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners, employers, employees, predecessors, successors, heirs, assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

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

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

III. SETTLEMENTTERMS

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

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

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

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

IV. AGREEMENT

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

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

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

V. RELEASE

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

B. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT at the time of executing this AGREEMENT.

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

D. PLAINTIFFS represent their counsel of record has explained the effect of a release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement.

PLAINTIFFS further represents that they understand and acknowledges the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

E. PLAINTIFF hereby agrees to indemnify and hold harmless VIKING and their insurers to include from, against and in connection with, any liens of any type whatsoever pertaining to the SUBJECT ACTION including, but not necessarily limited to attorneys' liens, mechanics liens, expert liens and/or subrogation claims.

VI. GOOD FAITH SETTLEMENT

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

VII. DISMISSAL

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

VIII. MISCELLANEOUS

A. COMPROMISE:

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

B. CONFIDENTIALITY:

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

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

C. SATISFACTION OF LIENS:

PLAINTIFFS do herein specifically further agree to satisfy all liens, claims and subrogation rights of any contractor incurred as a result of the SUBJECT ACTION and to hold harmless and indemnify VIKING and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against all said liens, claims and subrogation rights of any construction or repair services and material providers.

D. NO DISPARAGEMENT:

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

E. GOVERNING LAW:

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

F. TERMS OF SETTLEMENT AGREEMENT AND RELEASE INTERDEPENDENT:

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

G. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

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

H. GENDER AND TENSE:

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

I. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

J. INDEPENDENT ADVICE OF COUNSEL:

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel.

K. VOLUNTARY AGREEMENT:

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

L. ADMISSIBILITY OF AGREEMENT:

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

M. COUNTERPARTS:

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

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

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

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

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

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

APPROVED AS TO FORM AND CONTENT:

Dated this ____ day of _____, 2017.

SIMON LAW

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

EXHIBIT B

James R. Christensen Esq.
601 S. 6th Street
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E-mail: jim@jchristensenlaw.com
Admitted in Illinois and Nevada
TIN: 26-4598989

SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

November/December 2017 Billing Statement

I. ATTORNEY

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

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

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

II. PARALEGAL

N/A

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

III. COSTS

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

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

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

January – February 2018 Billing Statement

I. ATTORNEY

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

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

2.15.18	Edit supplement to motion to adjudicate. T/C with client	1.0
2.19.18	Review email from J. Greene	.20
2.20.18	Prep for, travel to and attend hearing	1.0
2.20.18	Multiple emails (#11) regarding 100k check and MSC. Related T/C with client	.50
2.26.18	T/c with client (x2)	.20
	Emails to Vannah (x2). Email to client	.20
TOTAL Attorney Time: 48.9 hours @ \$400.00 = \$19,560.00		

II. PARALEGAL

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

2.13.18	Contact Vannah re: Order	.20
2.15.18	Review, revise and format MTD Anti-Slapp	1.3
2.26.18	Review ltr from District Court and calendar	.20
3.2.18	Serve and calendar MTD Anti-Slapp	.20
TOTAL Paralegal Time: 7.85 hours @ \$100.00 =		\$785.00

III. COSTS

Postage	\$ -0-	
Copies	\$ 52.60	
Wiznet filing fees	\$250.69	
TOTAL Costs		\$303.29

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

Beginning balance	\$7,037.80
Retainer applied to this invoice	\$7,037.80
RETAINER BALANCE	\$ -0-

VI. BALANCE DUE	\$13,610.49
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SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

March - April 2018 Billing Statement

I. ATTORNEY

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

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

II. PARALEGAL

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

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

III. COSTS

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

TOTAL Costs \$97.20

IV. TOTAL DUE THIS INVOICE \$7,202.20

V. RETAINER SUMMARY

Beginning balance	\$1,389.51
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Retainer applied to this invoice	\$1,389.51
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RETAINER BALANCE	\$ -0-
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VI. BALANCE DUE \$5,812.69

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SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

May - June 2018 Billing Statement

I. ATTORNEY

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

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

II. PARALEGAL

5.8.18	Review, revise and format Anti-slapp MTD and amended Complaint	.60
5.10.18	Final, prep, file, serve Anti-slapp MTD and calendar	1.5
5.18.18	Review, revise, format, final, prep, file, serve Evidentiary Brief	1.1

TOTAL Paralegal Time: 3.2 hours @ \$100.00 = \$320.00

III. COSTS

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

TOTAL Costs \$67.30

IV. TOTAL DUE THIS INVOICE \$2,627.30

V. **BALANCE DUE** **\$2,627.30**

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SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

July - August 2018 Billing Statement

I. ATTORNEY

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

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

N/A

III. COSTS

N/A

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

September - October 2018 Billing Statement

I. ATTORNEY

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

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

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

II. PARALEGAL

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

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

III. COSTS

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

Through November 15, 2018 Billing Statement

I. ATTORNEY

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

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

II. PARALEGAL

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

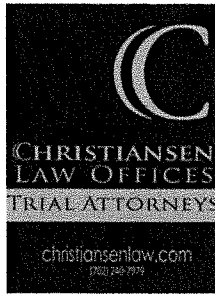
TOTAL Paralegal Time: 1.1 hours @ \$100.00 = \$ 110.00

III. COSTS

N/A

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

Exhibit 10



INVOICE

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

Christiansen Law Offices

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

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

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

Simon adv Edgeworth

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

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

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

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

Detailed Statement of Account

Current Invoice

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

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

EXHIBIT C

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

TELEPHONE (702)364-1650

FACSIMILE (702)364-1655

November 27, 2017

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

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

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

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

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

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

I have lost money working on your case.

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

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Value of my Services

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

Billing Statements

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

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

How I handle cases

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

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

Finalizing the settlement

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

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

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

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

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

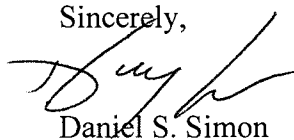
Conclusion

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel S. Simon", written over the printed name.

Daniel S. Simon

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RETAINER AGREEMENT

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

1. THE FEE FOR LEGAL SERVICES SHALL BE IN THE SUM OF 1,500,000 for services rendered to date. This sum includes all past billing statements, the substantial time that is not included in past billing statements, the current outstanding billing statements and any further billing statements that may accrue to finalize and secure the settlement with the Viking Entities only. Any future services performed prosecuting Lange Plumbing will be determined by a separate agreement. However, all past services performed prosecuting Lange Plumbing will be included in the above fee. The above sum will be reduced by all payments already made toward the attorneys fees. If for some reason, the settlement cannot be finalized with the Viking Entities, this agreement shall be void as it only contemplates a reasonable fee for services performed and to finalize the settlement agreement.

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

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

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

4 **SIGNED** this ____ day of _____, 2017.

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

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

EXHIBIT D

Daniel Simon

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

Danny –

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

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

Janet C. Pancoast, Esq.

CISNEROS & MARIAS

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

1160 No. Town Center Dr., Suite 130

Las Vegas, NV 89144

Off: 702.233.9660

Dir: 702.562.7616

Cell: 702.325.7876

Fax: 702.233.9665

janet.pancoast@zurichna.com

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EXHIBIT E

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

Danny –

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

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

Janet C. Pancoast, Esq.

CISNEROS & MARIAS

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

1160 No. Town Center Dr., Suite 130

Las Vegas, NV 89144

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Fax: 702.233.9665

janet.pancoast@zurichna.com

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1 **STP**

JANET C. PANCOAST, ESQ.

2 Nevada Bar No. 5090

CISNEROS & MARIAS

3 1160 N. Town Center Dr., Suite 130

Las Vegas, NV 89144

4 Tel: (702) 233-9660

5 Fax: (702) 233-9665

janet.pancoast@zurichna.com

6 *in Association with*

7 S. Seth Kershaw, Esq.

State Bar No. 10639

8 MEYERS MCCONNELL REISZ SIDERMAN P.C.

11620 Wilshire Blvd., Suite 800

9 Los Angeles, CA 90025

10 Tel: 1-310-312-0772

Fax: 1-310-312-0656

11 kershaw@mmrs-law.com

12 Attorneys for Defendant/Cross-Defendant

Cross-Claimant/Third Party Plaintiffs

13 The Viking Corporation & Supply Network, Inc.

14 d/b/a Viking Supplynet

15
16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 EDGEWORTH FAMILY TRUST, and

19 AMERICAN GRATING, LLC

Plaintiffs,

20 vs.

21 LANGE PLUMBING, LLC; THE VIKING

22 CORPORATION, a Michigan corporation;

SUPPLY NETWORK, INC. d/b/a VIKING

23 SUPPLYNET, a Michigan corporation; and

DOES I through V and ROE CORPORATIONS

24 VI through X, inclusive,

Defendants.

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

)

) **DEPT. NO.: X**

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

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

1 LANGE PLUMBING, LLC,)
Cross-Claimant,)

2 vs.)

3 THE VIKING CORPORATION, a Michigan)
4 corporation; SUPPLY NETWORK, INC. d/b/a)
VIKING SUPPLYNET, a Michigan corporation;)
5 and DOES I through V and ROE)
6 CORPORATIONS VI through X, inclusive.)
Cross-Defendants)

7 THE VIKING CORPORATION, a Michigan)
8 corporation; SUPPLY NETWORK, INC. d/b/a)
VIKING SUPPLYNET, a Michigan corporation)
9 LANGE PLUMBING, LLC,)
Counter-Claimant,)

10 vs.)

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

14 THE VIKING CORPORATION, a Michigan)
15 corporation; SUPPLY NETWORK, INC. d/b/a)
VIKING SUPPLYNET, a Michigan corporation,)
16 Defendants/Third Party Plaintiffs,)

17 v.)

18 GIBERTI CONSTRUCTION, LLC, a Nevada)
19 Limited Liability Company and DOES I through)
V and ROE CORPORATIONS VI through X,)
20 inclusive,)
Third Party Defendant.)

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25
26 *Edge worth Family Trust v. Lange Plumbing, LLC, et. al.* Case No. A-16-738444-
27 Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

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

3 Counter-Claimant)

4 v.)

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

8 Counter-Defendant.)

9 GIBERTI CONSTRUCTION, LLC, a Nevada)
10 Limited Liability Company,)

11 Cross-Claimant)

12 v.)

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

15 Cross-Defendant.)

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

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

25
26 *Edge worth Family Trust v. Lange Plumbing, LLC, et. al.* Case No. A-16-738444-
27 Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

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

Each party shall bear their own fees and costs.

Dated this ____ day of December, 2017.

Dated this ____ day of December, 2017.

SIMON LAW

CISNEROS & MARIAS

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

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

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

ORDER

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

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

Dated this ____ day of _____, 2017

DISTRICT COURT JUDGE

//

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

Submitted by:

CISNEROS & MARIAS

BY: _____

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

EXHIBIT F

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

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

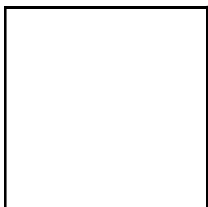
From: Angela Edgeworth [mailto:angela.edgeworth@pediped.com]
Sent: Monday, November 27, 2017 3:20 PM
To: Daniel Simon <dan@simonlawlv.com>
Cc: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Subject: Re: Edgeworth v. Viking, et al

Danny,

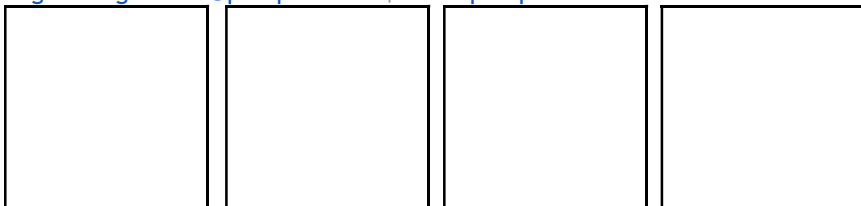
As you know, Brian is out of town and in China at the moment. I will need a couple of days to discuss this with him. We will be glad to meet once he is back.
We would need to have our attorney look at this agreement before we sign.

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

Angela Edgeworth



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



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

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



Brian Edgeworth <brian@pediped.com>

Re: Edgeworth v. Viking, et al

1 message

Angela Edgeworth <angela.edgeworth@pediped.com>

Mon, Nov 27, 2017 at 5:31 PM

To: Daniel Simon <dan@simonlawlv.com>

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

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

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

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

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

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

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

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

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

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

Angela

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

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

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

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

--
Angela

AA00314

EXHIBIT G

FAX

Date: 11/30/2017

Pages including cover sheet: 2

To:	
Phone	
Fax Number	(702) 364-1655

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

NOTE:

November 29, 2017

VIA FACSIMILE: (702) 364-1655

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

RE: Letter of Direction

Dear Mr. Simon:

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

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

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Edgeworth', with a stylized, sweeping flourish at the end.

Brian Edgeworth

EXHIBIT H

brian@pediped.com

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

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

SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

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

II. DEFINITIONS

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

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

B. "VIKING" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners, employers, employees, predecessors, successors, heirs,

assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

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

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

III. SETTLEMENT TERMS

A. VIKING will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) by December 21, 2017. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth;~~;~~ and AMERICAN GRATING, LLC; and Law Office of Daniel S. Simon."

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

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

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the Viking entities by Lange Plumbing, LLC.

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

IV. AGREEMENT

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

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

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

V. RELEASE

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

B. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT at the time of executing this AGREEMENT.

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

D. PLAINTIFFS represent their counsel of record has explained the effect of a release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement.

PLAINTIFFS further represent that they understand and acknowledge the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

VI. GOOD FAITH SETTLEMENT

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

VIII. MISCELLANEOUS

A. COMPROMISE:

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

B. CONFIDENTIALITY:

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

C. SATISFACTION OF LIENS:

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

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

D. GOVERNING LAW:

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

E. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

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

F. GENDER AND TENSE:

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

G. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

H. INDEPENDENT ADVICE OF COUNSEL:

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel.

I. VOLUNTARY AGREEMENT:

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

J. ADMISSIBILITY OF AGREEMENT:

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

K. COUNTERPARTS:

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

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

On behalf of The Edge worth Family Trust & American Grating, LLC

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

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

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

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

Dated this ____ day of _____, 2017.

SIMON LAW

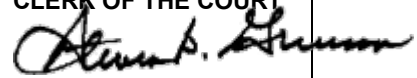
Daniel S. Simon, Esq.
810 South Casino Center Blvd.
Las Vegas, NV 89101
Attorney for Plaintiffs

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

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Managment

EXHIBIT I



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.

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-16-738444-C

DEPT. X

CASE#: A-18-767242-C
DEPT. X

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

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

22 APPEARANCES:

23 For the Plaintiff:

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

24 For the Defendant:

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

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

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1 A Correct.

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

4 A Yes.

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

7 A Yes.

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

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

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

16 A Yes.

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

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

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

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

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

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

9 BY MR. CHRISTENSEN:

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

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

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

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

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

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

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

24 THE COURT: Okay.

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

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

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

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

13 THE WITNESS: Before I was fired, yeah.

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

15 THE WITNESS: Yes.

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

18 THE WITNESS: Nope.

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

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

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

23 THE WITNESS: Correct.

24 THE COURT: Okay.

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

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

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

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

10 Q When was the Defense expert disclosure?

11 A I believe it was in August.

12 Q Was it staggered?

13 A I don't think so.

14 Q Okay.

15 A I don't allow that, typically.

16 Q All right.

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

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

20 THE WITNESS: Yes.

21 THE COURT: Okay.

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

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

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

2 THE COURT: Okay.

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

5 THE COURT: Sure.

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

8 UNIDENTIFIED SPEAKER: Almost there? Oh, yes.

9 THE COURT: This might assist you.

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

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

12 MR. GREENE: All right. Beautiful.

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

15 BY MR. VANNAH:

16 Q So what do you say to, and I think mainly this is Mr. Greene,
17 but you do -- you do carbon, cc Brian Edgeworth and Angela Edgeworth
18 in this too, right?

19 A Yes.

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

22 A Correct.

23 Q And that's forwarded to -- all right, it says: Please have
24 clients sign as soon as possible to avoid any delay in processing
25 payment. This shall also confirm that your office -- that would be

1 Vannah and Vannah, right?

2 A Right.

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

8 Right? Is that what you're saying?

9 A Through your office.

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

11 A Oh, through my office, okay.

12 Q Through your office.

13 A Oh, yes. Okay.

14 Q We're going to finalize --

15 A I'm with you.

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

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

22 A Yep.

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

1 modifications, right?

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

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

11 A Yep.

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

22 A I guess, based on

23 Q What --

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

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

5 A Yep.

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

9 Do you see that?

10 A Yes.

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

15 A Yep.

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

23 Do you see that?

24 A Yes.

25 Q Lange would then dismiss their claims against Viking,

1 MR. VANNAH: It's page 3.

2 THE COURT: -- starts on page 3.

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

4 BY MR. VANNAH:

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

9 A Yes.

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

15 A Yes.

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

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

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

24 A I definitely agree with that.

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

1 attention if he was paying Mr. Kemp hourly?

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

5 Q All right.

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

7 Q No.

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

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

14 A Well, I don't know that.

15 Q Okay. Well --

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

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

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

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

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

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

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

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

10 THE WITNESS: All right.

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

13 MR. VANNAH: I will.

14 BY MR. VANNAH:

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

20 A I do.

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

1 Q When you receive that fax and/or when you received the call
2 did you just drop everything on the file?

3 A What do you mean?

4 Q Did you stop work on the file?

5 A No, of course not.

6 Q Could stopping work place the clients in jeopardy?

7 A It depends on the situation.

8 Q But at any rate you continued to do some work on the file
9 and actually increased offers for them, correct?

10 A Yes.

11 Q Now that work all occurred on November 30th, correct?

12 A Yes.

13 Q We were shown, this is Edgeworth Exhibit 3, this is Bate 1,
14 this is that infamous contingency email of August 22, 2017?

15 A Yes.

16 Q And the forward on this indicates that you sent it to me on
17 December 1, 2017?

18 A Yes.

19 Q So you went out and consulted your own lawyer?

20 A Yes.

21 Q Why did you do that?

22 A Because I felt that I was terminated, when he's meeting with
23 other lawyers, and I'm getting letters that I'm supposed to be talking to
24 other lawyers about a case that I had been representing on for a
25 substantial time and did amazing work on and gave amazing advice.

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

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

6 A Right.

7 Q Why not.

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

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

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

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

21 A Yes.

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

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

EXHIBIT J

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

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

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

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

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

Thank You!

SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

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

II. DEFINITIONS

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

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

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

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

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

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

III. SETTLEMENT TERMS

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

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

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

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

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

IV. AGREEMENT

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

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

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

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

V. MUTUAL RELEASE

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

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

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

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

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

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

VI. GOOD FAITH SETTLEMENT

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

VIII. MISCELLANEOUS

A. COMPROMISE:

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

B. SATISFACTION OF LIENS:

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

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

C. GOVERNING LAW:

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

D. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

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

E. GENDER AND TENSE:

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

F. ENTIRE AGREEMENT:

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

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

G. INDEPENDENT ADVICE OF COUNSEL:

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

H. VOLUNTARY AGREEMENT:

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

I. ADMISSIBILITY OF AGREEMENT:

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

J. COUNTERPARTS:

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

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

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

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

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

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

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

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Managment

EXHIBIT K

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

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

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

Subject: Fwd: Siena Simon

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

Response from Danny Simon.

Ruben Herrera | Vegas Aces Volleyball

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

123 Pancho Via Drive | Henderson, NV 89012

ruben@vegasacesvolleyball.com | www.vegasacesvolleyball.com

"Home of Southern Nevada's Premier Volleyball"

Begin forwarded message:

From: Daniel Simon <dan@simonlawlv.com>

Subject: RE: Siena Simon

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

To: Ruben Herrera <ruben@vegasacesvolleyball.com>

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

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

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

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

To: Daniel Simon <dan@simonlawlv.com>

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

Subject: Re: Siena Simon

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

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

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

Good luck to Sisi this year.

Coach Ruben

Ruben Herrera | Vegas Aces Volleyball

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

123 Pancho Via Drive | Henderson, NV 89012

ruben@vegasacesvolleyball.com | www.vegasacesvolleyball.com

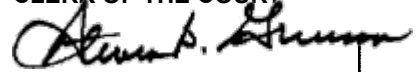
"Home of Southern Nevada's Premier Volleyball"

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

<dan@simonlawlv.com> wrote:

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

EXHIBIT L



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

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

11 Plaintiffs,)

12 vs.)

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

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

20 Defendants.)

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NOTICE OF ATTORNEY'S LIEN

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

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

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

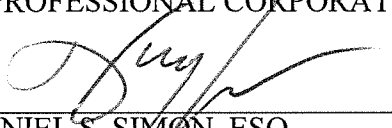
1 determined.

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

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

11 Dated this 30th day of November, 2017.

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

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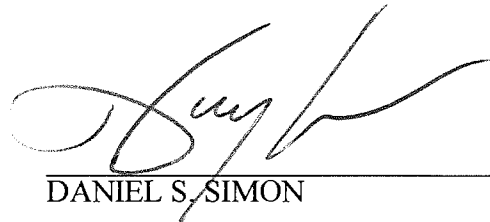
SIMON LAW
810 S. Casino Center Blvd.
Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

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

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

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

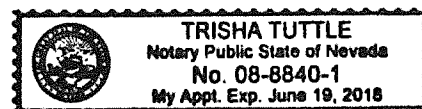
9 That he is owed for attorney's fees for a reasonable fee for the services which have been
10 rendered for the client, plus outstanding court costs and out-of-pocket costs, currently in the amount
11 of \$80,326.86, and which are continuing to accrue, as advanced by the Law Office of Daniel S. Simon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

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DANIEL S. SIMON

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

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27
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Notary Public

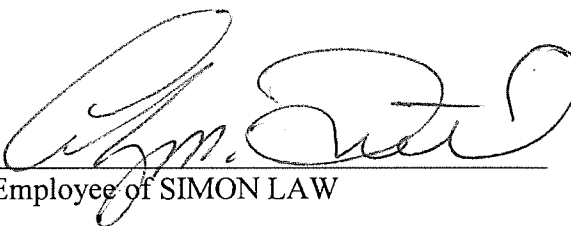


SIMON LAW
810 S. Casino Center Blvd.
Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

CERTIFICATE OF MAIL

I hereby certify that on this 30th day of November, 2017, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

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


An Employee of SIMON LAW

CERTIFICATE OF E-SERVICE & U.S. MAIL

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

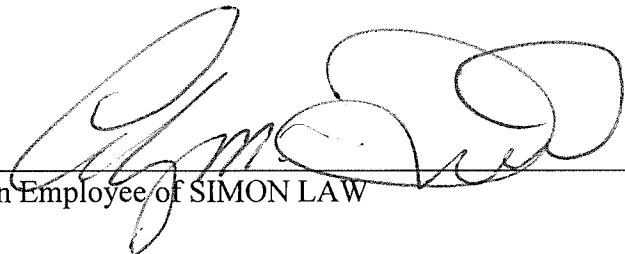
Theodore Parker, III, Esq.
PARKER NELSON & ASSOCIATES
2460 Professional Court, Ste. 200
Las Vegas, NV 89128
Attorney for Defendant
Lange Plumbing, LLC

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

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

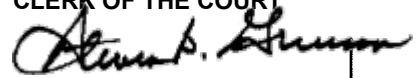
Randolph P. Sinnott, Esq.
SINNOTT, PUEBLA, CAMPAGNE
& CURET, APLC
550 S. Hope Street, Ste. 2350
Los Angeles, CA 90071
Attorney for Zurich American Insurance Co.

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


An Employee of SIMON LAW

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

EXHIBIT M



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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST; and
AMERICAN GRATING, LLC.;

Plaintiffs,

vs.

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

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

Defendants.

NOTICE OF AMENDED ATTORNEY'S LIEN

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

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

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Las Vegas, Nevada 89101
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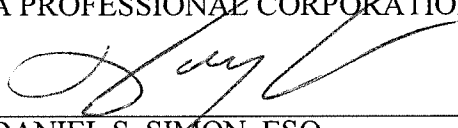
1 rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office
2 of Daniel S. Simon in the sum of \$76,535.93, which remains outstanding.

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

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

12 Dated this 22nd day of January, 2018.

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

15 
16 DANIEL S. SIMON, ESQ.
17 Nevada Bar No. 4750
18 ASHLEY M. FERREL, ESQ.
19 Nevada Bar No. 12207
20 810 South Casino Center Blvd.
21 Las Vegas, Nevada 89101
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CERTIFICATE OF E-SERVICE & U.S. MAIL

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 2nd day of January, 2018, I served the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return Receipt Requested:


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

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

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

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

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


An Employee of SIMON LAW

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

CERTIFICATE OF U.S. MAIL

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

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

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

Edgeworth Family Trust
645 Saint Croix Street
Henderson, Nevada 89012

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

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

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



An Employee of SIMON LAW

EXHIBIT N

SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

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

II. DEFINITIONS

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

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

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

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

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

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

III. SETTLEMENT TERMS

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

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

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

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

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

IV. AGREEMENT

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

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

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

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

V. MUTUAL RELEASE

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

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

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

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

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

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

VI. GOOD FAITH SETTLEMENT

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

VIII. MISCELLANEOUS

A. COMPROMISE:

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

B. SATISFACTION OF LIENS:

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

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

C. GOVERNING LAW:

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

D. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

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

E. GENDER AND TENSE:

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

F. ENTIRE AGREEMENT:

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

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

G. INDEPENDENT ADVICE OF COUNSEL:

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

H. VOLUNTARY AGREEMENT:

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

I. ADMISSIBILITY OF AGREEMENT:

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

J. COUNTERPARTS:

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

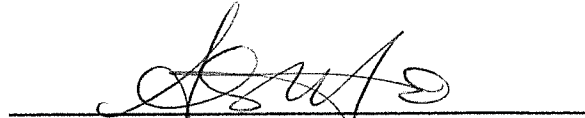
IN WITNESS WHEREOF the SETTLING PARTIES agree hereto and this Agreement is executed as of the date and year noted below.

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

DATED this 1st day of DECEMBER 2017 DATED this 1 day of December 2017



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



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

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

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Managment

EXHIBIT O

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

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

RECITALS

A. On June 14, 2016, a Complaint was filed by Plaintiff EDGEWORTH FAMILY TRUST, in the State of Nevada, County of Clark, Case Number A-16-738444-C, against Defendants LANGE PLUMBING, LLC and VIKING AUTOMATIC SPRINKLER CO.

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

C. On March 7, 2017, a Second Amended Complaint was filed adding Plaintiff AMERICAN GRATING, LLC as a Plaintiff against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION and SUPPLY NETWORK, INC. d/b/a VIKING SUPPLYNET.

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

8. **Representations and Warranties.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON SUBSEQUENT PAGES]

EDGEWORTH FAMILY TRUST

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

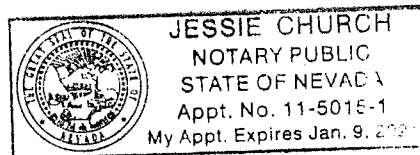
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

[Signature]
NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

SIMON LAW



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

ATTORNEYS FOR PLAINTIFFS

AMERICAN GRATING, LLC

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

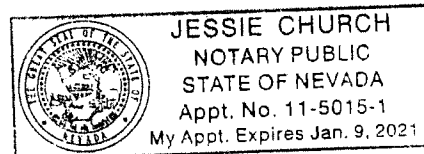
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

[Signature]
NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

SIMON LAW



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

ATTORNEYS FOR PLAINTIFFS

LANGE PLUMBING, LLC

By: _____
Name: _____
Title: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

PARKER NELSON & ASSOCIATES, CHTD.

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

ATTORNEYS FOR LANGE PLUMBING, LLC

EXHIBIT P

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,
Appellants/Cross-Respondents,
vs.

DANIEL S. SIMON; AND THE LAW
OFFICE OF DANIEL S. SIMON, A
PROFESSIONAL CORPORATION,
Respondents/Cross-Appellants.

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,
Appellants,
vs.

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

No. 77678

FILED

DEC 30 2020

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

No. 78176

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

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

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

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

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

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

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

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

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

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

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

³On appeal, the Edgeworths challenge only the \$200,000 award in quantum meruit.

representation"). Substantial evidence in the record demonstrates that the Edgeworths hired new counsel; stopped directly communicating with Simon; empowered their new counsel to resolve the litigation; and settled claims against Simon's advice at the urging of new counsel. Accordingly, we conclude that the district court acted within its sound discretion by finding that the Edgeworths constructively discharged Simon on November 29, 2017.

Although we conclude that the district court correctly found that Simon was entitled to quantum meruit for work done after the constructive discharge, *see Gordon v. Stewart*, 74 Nev. 115, 119, 324 P.2d 234, 236 (1958) (upholding an award in quantum meruit to an attorney after breach of contract), *rejected on other grounds by Argentina Consol. Min. Co. v. Jolley Urga Wirth Woodbury & Standish*, 125 Nev. 527, 537-38, 216 P.3d 779, 786 (2009), we agree with the Edgeworths that the district court abused its discretion by awarding \$200,000 in quantum meruit⁴ without making findings regarding the work Simon performed after the constructive discharge. *Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 82, 319 P.3d 606, 616 (2014) (reviewing district court's attorney fee decision for an abuse of discretion).

A district court abuses its discretion when it bases its decision on an erroneous view of the law or clearly disregards guiding legal principles. *See Bergmann v. Boyce*, 109 Nev. 670, 674, 856 P.2d 560, 563 (1993), *superseded by statute on other grounds as stated in In re DISH Network Derivative Litig.*, 133 Nev. 438, 451 n.6, 401 P.3d 1081, 1093 n.6 (2017). "[T]he proper measure of damages under a *quantum meruit* theory

⁴The Edgeworths do not contest the validity of the attorney lien or the district court's jurisdiction to adjudicate it.

of recovery is the reasonable value of [the] services.” *Flamingo Realty, Inc. v. Midwest Dev., Inc.*, 110 Nev. 984, 987, 879 P.2d 69, 71 (1994) (alteration in original) (internal quotation marks omitted). A district court must consider the *Brunzell* factors when determining a reasonable amount of attorney fees. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). Those factors are: (1) the quality of the advocate; (2) the character of the work, e.g., its difficulty, importance, etc.; (3) the work actually performed by the advocate; and (4) the result. *Brunzell v. Golden Gate Nat’l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The Edgeworths challenge the third factor, arguing that the district court’s order did not describe the work Simon performed after the constructive discharge. While the district court stated that it was applying the *Brunzell* factors for work performed only after the constructive discharge, much of its analysis focused on Simon’s work throughout the entire litigation. Those findings, referencing work performed before the constructive discharge, for which Simon had already been compensated under the terms of the implied contract, cannot form the basis of a quantum meruit award. Although there is evidence in the record that Simon and his associates performed work after the constructive discharge, the district court did not explain how it used that evidence to calculate its award. Thus, it is unclear whether \$200,000 is a reasonable amount to award for the work done after the constructive discharge. Accordingly, we vacate the district court’s grant of \$200,000 in quantum meruit and remand for the district court to make findings regarding the basis of its award.

The NRCP 12(b)(5) motion to dismiss

Following the evidentiary hearing regarding the attorney lien, the district court dismissed the Edgeworths’ complaint. In doing so, the district court relied on the evidence presented at the evidentiary hearing to

find that there was no express contract and thus dismissed the breach of contract, declaratory relief, and breach of covenant of good faith and fair dealing claims. It further found that Simon complied with the statutory requirements for an attorney lien and therefore dismissed the conversion and breach of fiduciary duty claims, as well as the request for punitive damages.

The Edgeworths argue that the district court failed to construe the allegations in the amended complaint as true and instead considered matters outside the pleadings—facts from the evidentiary hearing. In effect, the Edgeworths argue that, under the NRCP 12(b)(5) standard, the district court was required to accept the facts in their complaint as true regardless of its contrary factual findings from the evidentiary hearing. Under the circumstances here, we are not persuaded that the district court erred by dismissing the complaint.

While the district court should have given proper notice under NRCP 12(d) that it was converting the NRCP 12(b)(5) motion to one for summary judgment, it did not err by applying its findings from the evidentiary hearing when ruling on the NRCP 12(b)(5) motion, as it had told the parties it was waiting to rule on this motion until after the lien adjudication hearing. Under the law-of-the-case doctrine, a district court generally should not reconsider questions that it has already decided. *See Reconstruct Co., N.A. v. Zhang*, 130 Nev. 1, 7-8, 317 P.3d 814, 818 (2014) (“The law-of-the-case doctrine ‘refers to a family of rules embodying the general concept that a court involved in later phases of a lawsuit should not re-open questions decided (i.e., established as law of the case) by that court or a higher one in earlier phases.’”) (quoting *Crocker v. Piedmont Aviation, Inc.*, 49 F.3d 735, 739 (D.C. Cir. 1995)); *see also United States v. Jingles*, 702 F.3d 494, 499 (9th Cir. 2012) (“Under the law of the case doctrine, a court is

ordinarily precluded from reexamining an issue previously decided by the same court, or a higher court, in the same case.”) (internal quotation marks omitted). The doctrine applies where “the issue in question [was] ‘decided explicitly . . . in [the] previous disposition.’” *Jingles*, 702 F.3d at 499 (second alteration in original) (quoting *United States v. Lummi Indian Tribe*, 235 F.3d 443, 452 (9th Cir. 2000)).

Because it was necessary for the district court to determine if there was an express contract when adjudicating the attorney lien, its finding that there was no express oral contract between Simon and the Edgeworths became the law of the case in the consolidated action. See NRS 18.015(6) (requiring the court where an attorney lien is filed to “adjudicate the rights of the attorney, client or other parties and enforce the lien”); NRCP 42(a) (allowing consolidation where actions “involve a common question of law or fact”). As it was the law of the case, that finding bound the district court in its adjudication of the NRCP 12(b)(5) motion.⁵ See *Awada v. Shuffle Master, Inc.*, 123 Nev. 613, 623, 173 P.3d 707, 714 (2007) (upholding a district court’s decision where the district court held a bench trial to resolve equitable claims and then applied those findings to dismiss the remaining legal claims). Similarly, the district court’s finding that Simon properly perfected the attorney lien became the law of the case and thus bound the district court during its adjudication of the NRCP 12(b)(5) motion. Accordingly, because the district court properly applied its past

⁵The Edgeworths do not argue that the district court’s finding of an implied contract could have formed the basis of their breach of contract and good faith and fair dealing claims.

findings to the present motion, it did not err in granting the NRCP 12(b)(5) motion.⁶

The \$50,000 attorney fee award under NRS 18.010(2)(b)

The Edgeworths argue that the district court abused its discretion by awarding attorney fees to Simon in the context of dismissing their conversion claim because their claim was neither groundless nor brought in bad faith and the district court failed to consider the *Brunzell* factors.

The district court awarded attorney fees under NRS 18.010(2)(b) for the Edgeworths' conversion claim alone because it found that the Edgeworths' conversion claim was not maintained upon reasonable grounds. Once Simon filed the attorney lien, the Edgeworths were not in exclusive possession of the disputed fees, see NRS 18.015(1), and, accordingly, it was legally impossible for Simon to commit conversion, see *M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 911, 193 P.3d 536, 543 (2008) (holding that to prevail on a conversion claim, the plaintiff must have an exclusive right to possess the property). We perceive no abuse of discretion in this portion of the district court's decision. See NRS 18.010(2)(b) (authorizing courts to award attorney fees for claims "maintained without reasonable ground or to harass the prevailing party"). As to the amount of the award, however, we conclude that the district court's order lacks support. The district court need not explicitly mention each

⁶In his cross-appeal in Docket No. 77678, Simon argues that the district court erred by denying his anti-SLAPP special motion to dismiss as moot. However, Simon failed to present cogent arguments and relevant authority in his opening brief. Accordingly, we do not consider his argument. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (declining to consider issues that are not supported by cogent argument).

Brunzell factor in its order so long as the district court “demonstrate[s] that it considered the required factors, and the award [is] supported by substantial evidence.” *Logan*, 131 Nev. at 266, 350 P.3d at 1143 (mandating that a district court consider the *Brunzell* factors, but explaining that “express findings on each factor are not necessary for a district court to properly exercise its discretion”).

While the district court did not make explicit *Brunzell* findings, it satisfied the first prong under *Logan* by noting that it “[had] considered all of the factors pertinent to attorney’s fees.” However, the district court did not provide sufficient reasoning explaining how it arrived at \$50,000, and it is not obvious by our review of the record. Accordingly, we vacate the district court’s order awarding attorney fees and remand for further findings.

The costs award

The Edgeworths challenge the award of costs, arguing that the district court failed to explain or justify the amount. Having considered the record and the parties’ arguments, we conclude that the district court acted within its sound discretion in awarding Simon \$5,000 in costs. *Logan*, 131 Nev. at 267, 350 P.3d at 1144 (explaining that this court reviews an award of costs for an abuse of discretion). Here, the district court explained that it awarded \$5,000 of the requested \$18,434.74 because Simon only requested an award for work performed on the motion to dismiss, not the adjudication of the attorney lien. As Simon’s counsel acknowledged, only \$5,000 of the requested costs related to the motion to dismiss and thus only that \$5,000 is recoverable. Because the cost award is supported by an invoice and memorandum of costs, we conclude that the district court acted within its sound discretion when it awarded \$5,000 in costs to Simon.

In sum, as to the Edgeworths' appeal in Docket No. 77678, we affirm the district court's order granting Simon's motion to dismiss as well as the order awarding \$5,000 in costs. However, we vacate the district court's order awarding \$50,000 in attorney fees and \$200,000 in quantum meruit and remand for further findings regarding the basis of the awards. As to Simon's cross-appeal in Docket No. 78176, we affirm the district court's order denying Simon's anti-SLAPP motion as moot.

For the reasons set forth above, we

ORDER the judgment of the district court AFFIRMED in part and VACATED in part AND REMAND this matter to the district court for proceedings consistent with this order.

Pickering, C.J.
Pickering

Gibbons, J.
Gibbons

Hardesty, J.
Hardesty

Parraguirre, J.
Parraguirre

Stiglich, J.
Stiglich

Cadish, J.
Cadish

cc: Hon. Tierra Danielle Jones, District Judge
Dana Jonathon Nitz, Settlement Judge
James R. Christensen
Vannah & Vannah
Christiansen Law Offices
Eighth District Court Clerk

EXHIBIT Q

DECLARATION AND EXPERT REPORT OF DAVID A. CLARK

This Report sets forth my expert opinion on issues in the above-referenced matter involving Nevada law and the Nevada Rules of Professional Conduct¹ as are intended within the meaning of NRS 50.275, *et seq.* I was retained by Defendant, Daniel S. Simon, in the above litigation. The following summary is based on my review of materials provided to me, case law, and secondary sources cited below which I have reviewed.

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

SCOPE OF REPRESENTATION.

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

SUMMARY OPINION.

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

BACKGROUND FACTS.

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

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

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

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

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

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

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

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

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

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

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

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

The breach of contract claim states:

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

is a material breach of the CONTRACT.

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

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

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

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

ANALYSIS AND OPINIONS.

Breach of Contract

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

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

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

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

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

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

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

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

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

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

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

Conversion

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

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

.

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

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

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

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

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

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

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

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

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

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

AMENDMENT AND SUPPLEMENTATION.

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

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

INFORMATION CONSIDERED IN REVIEWING UNDERLYING FACTS AND IN RENDERING OPINIONS.

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

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

BIOGRAPHICAL SUMMARY/QUALIFICATIONS.

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

OTHER CASES.

- I was engaged and testified as an expert in:

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

Report April 2016; Rebuttal Report June 2016

Deposition Testimony August 2016; Trial testimony October 2016

- I was engaged and prepared a report in:

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

Report December 2016.

COMPENSATION.

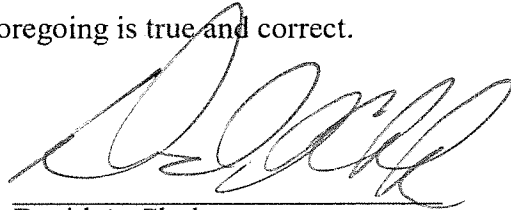
For this report, I charged an hourly rate is \$350.00.

DECLARATION

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

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

Date: January 18, 2018

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

David A. Clark

David A. Clark

Lipson | Neilson

9900 Covington Cove Drive, Suite 120

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

(702) 382-1512 – fax

(702) 561-8445 – cell

dclark@lisponneilson.com

Biographical Summary

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

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

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

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

Work Experience

August 2015 - present

Lipson | Neilson

9900 Covington Cove Drive, Suite 120

Las Vegas, Nevada 89144-7052

Partner

November 2000 –
July, 2015

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

January 2011 -
July 2015

Bar Counsel

May 2007 -
December 2010

Deputy Bar Counsel/
General Counsel to Board of Governors

April 2010 -
September 2010

Acting Director of Admissions

January 2007 -
May 2007

Acting Bar Counsel

November 2000 -
December 2006

Assistant Bar Counsel

May 1997 –
October 2000

Stephenson & Dickinson
Litigation Associate Attorney

November 1996 -
May 1997

Earley & Dickinson
Litigation Associate Attorney

April 1995 -
August 1996

Thorndal, Backus, Armstrong & Balkenbush
Litigation Associate Attorney

May 1992 -
March 1995

Brown & Brown
Associate Attorney

September 1990 -

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

Education

1987 - 1990

Loyola of Los Angeles Law School
Juris Doctor

1980 – 1985

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

Expert Retention and Testimony

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

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

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

Report December 2016.

Reported Decisions

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

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

Recent Continuing Legal Education Taught

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

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

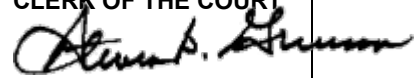
Press Appearances

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

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

EXHIBIT R



1 RTRAN

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5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-16-738444-C

DEPT. X

CASE#: A-18-767242-C

DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
20 WEDNESDAY, AUGUST 29, 2018

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 3**

22 APPEARANCES:

23 For the Plaintiff:

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

24 For the Defendant:

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

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

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Testimony5

WITNESSES FOR THE DEFENDANT

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ASHLEY FERREL

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DANIEL SIMON

Direct Examination by Mr. Christensen 198

1 January to April 2017, in including your time and your work on the bills
2 that were sent to Mr. Edgeworth and that were disclosed in the
3 litigation?

4 A Because it was my understanding this was Danny's friend I
5 was just helping out. The bills weren't really bills. They were only
6 supposed to be for calculation of damages. So, but then in April, we
7 realized after -- I think it was Judge Bonaventure, on April 25th, denied
8 our motion for summary judgment to put a moratorium on discovery.
9 We've got to start taking depositions, we've got to start doing all this on
10 written discovery and all that stuff.

11 So, at that time, I'm working on the case, I need to start billing my
12 time so we can add it to the computation of damages.

13 Q When you started billing your time, did you bill all your
14 work --

15 A No, sir.

16 Q -- and all your time?

17 A Oh, I'm sorry.

18 Q All your work and time, did you bill it?

19 A No, I did not.

20 Q Why not?

21 A Well, because again, this was Danny's friend. I billed the
22 substantial things -- like the substantial documents, like the motions that
23 I did, the depositions I attended, the court hearings I attended. Basically,
24 I didn't bill any emails, I didn't bill any telephone calls. This was Danny's
25 friend, and this was just us putting together bills for the calculation of

1 damages. Plus, I'm not a great biller. I don't have any billing software. I
2 don't know, you know -- and so I mean, I didn't think to really bill that
3 way. That was just when I was putting together the substantial stuff.

4 Q Was there an office effort to bill on this file?

5 A No, sir. Not at that time.

6 Q To your knowledge, have any paralegals ever billed any time
7 in this file?

8 A No.

9 Q Any assistants?

10 A No.

11 Q Were you involved in the document management of this
12 case?

13 A Yes, sir, I was.

14 Q Do you have an understanding of the size of the file and the
15 documents produced?

16 A Yes. It was huge.

17 MR. CHRISTIANSEN: Your Honor, I'd like to bring in a
18 demonstrative piece of evidence --

19 THE COURT: Okay, which is?

20 MR. CHRISTIANSEN: -- for the Court's --

21 MR. GREENE: It would be nice if we could have seen it first.

22 MR. CHRISTIANSEN: It's going to be very technical and hard
23 to understand.

24 MR. GREENE: Generally, before you show exhibits to
25 witnesses, you show them to either side, don't you?

1 BY MR. CHRISTIANSEN:

2 Q So, what went into your timesheets?

3 A What went into my -- the superbill timesheets?

4 Q Correct.

5 A So, basically, we billed -- so, I guess you could kind of split it
6 up into two things. From September 19th, so like September 20th, I think
7 it is, through when we stopped working on the case, which mine is
8 sometime in January 2018. That was all hours that we were working on
9 the case. Everything before that -- and I'm just talking about mine. I
10 don't know if I clarified that. All of mine before that, we went back to
11 May of -- I didn't start working the case until May, until January, except
12 for that one December 20th, 2016 date. In January from that point to
13 September 19th, all of those bills were emails, and telephone calls, and
14 downloads -- WIZnet downloads, that I did that I had not billed for
15 previously. And --

16 Q Was that a time consuming process?

17 A Yes, sir. I had to go through all of the emails.

18 THE COURT: Okay. I'm sorry, Mr. Christiansen. I have a
19 question. So, your bills, in this superbill --

20 THE WITNESS: Yes, ma'am.

21 THE COURT: -- everything from January of 2017 to
22 September 19th of 2017, is for emails, telephone calls, and WIZnet
23 downloads that you hadn't previously billed for?

24 THE WITNESS: Yes, ma'am.

25 THE COURT: Okay. And that's what's included in this

1 superbill?

2 THE WITNESS: Yeah. And I believe if you look at mine,
3 that's all that's in there are telephone calls for my cell phone --

4 THE COURT: Okay.

5 THE WITNESS: -- and WIZnet downloads, and also emails.

6 THE COURT: But from September 20th to January 2018,
7 that's the hours you worked on this case?

8 THE WITNESS: Well, that's the hours I worked on this case,
9 including -- but I also incorporated in my downloads, also my emails,
10 and my telephone calls in there, as well.

11 THE COURT: So, that's in that calculation --

12 THE WITNESS: Yes, ma'am.

13 THE COURT: -- on the superbill? Okay.

14 BY MR. CHRISTIANSEN:

15 Q Do the timesheets capture all the work?

16 A No. So, the timesheets -- when we had to go back and do it
17 for this adjudication process, we had to show -- because it's my
18 understanding we had to show the Court how much work we did on the
19 file, and so we went back, and we only put entries on there that we could
20 support with documentation.

21 So, that's why the emails were added, that's why the cell phone
22 records were added, and that's also why the WIZnet filings were added,
23 as well. And so, basically -- and because we had a hard document. If we
24 didn't have a hard document, we didn't capture it on the bill. We didn't
25 put it on there. Any discussions with Mr. Simon that I had, you know, 10

1 minute discussions -- there are a few discussions on the bills that are on
2 there, those aren't captured.

3 Any calls from the office that we did with regard to this case,
4 whether it be with Mr. Edgeworth, whether it be with experts, whether it
5 be whoever, any calls from the office we weren't able to get, we
6 subpoenaed the records from Cox and were not able to obtain those, so
7 those aren't include on there -- included on there.

8 But what we did to get those dates on that superbill was we had to
9 choose a landmark date. So, with regard to the WIZnet filings, because I
10 needed something -- I needed a landmark date for each of those filings, I
11 went to the date that that thing was filed, the date that the pleading was
12 filed and that's the date that I put it in on.

13 I know there's been some allegations about a 22 hour day, which I
14 know we're going to talk about in detail, but that kind of explains that
15 because I -- and I mean, again, I talked about it in detail. Everything that
16 was filed, for example, on September 13th, I put on September 13th for
17 the WIZnet filings. Every email that was received on September 13th, I
18 put on September 13th, and then I also gave all of the WIZnet documents
19 .3 hours, because what I did was I would review the -- when it came in on
20 WIZnet -- I was the one working on this case. We didn't have a paralegal
21 in this case. I was the one that did it. I would open the WIZnet
22 document, review it, download it, save it, and send it out to wherever it
23 needed to do. Some of these, super quick, maybe not .3. Some of them,
24 way longer than .3.

25 So, we had to have a base mark number for all of the WIZnet

1 filings, so that's why we chose .3 for the WIZnet filings, which are
2 identified as -- I can tell you, if you'd like. On my bills, review, download,
3 and save, and then I put the name of the document, and that's a WIZnet
4 filing. So anytime you see review, download, and save, that's a WIZnet
5 filing.

6 Same thing with emails. Our base calculation, I had to put a base
7 calculation, it was .15, and then if the email was more time consuming,
8 the appropriate number was put on there. This is with regard to my bill.

9 Q So, I heard a couple of things. One, I heard no paralegal.

10 A Yes, sir.

11 Q So that's why there are no paralegal bills?

12 A Yes, sir.

13 Q Okay. Thanks for clearing that up. Let's take the WIZnet
14 filings as an example. What did you do with a WIZnet filing when it was
15 made in this case, in the Edgeworth case?

16 A I would -- like a WIZnet, like any filing?

17 Q Like someone filed a motion. One of the Defendants filed a
18 motion.

19 A When the Defendants filed a motion, I would download it, I
20 mean, review it, save it, and then send it out to Danny, send it out to
21 Brian, send it out to whoever. And I didn't send it to Brian every single
22 time, but some of the more important things, I know Brian was very
23 active in the case, and like he wanted to be in charge -- like not in charge.
24 Informed of the stuff going on. So, I would sometimes send it to him,
25 too.

1 Q Okay. And is that different from any review you would do if
2 you were say taking the lead on drafting an opposition to a motion?

3 A Well, yeah. I would review it to see what it is. I mean, do I --
4 and then I would also have to like calendar it or what not, too. I mean,
5 and if I was supposed to do an opposition, so for example, with your
6 example, a motion. A motion comes in, the review, download, and case
7 only incorporates the review, download, and save. If it was a motion,
8 then I -- and I was going to do an opposition to it, I would review it later.
9 I wasn't reviewing it at that time to draft the opposition.

10 Q Okay. You indicated that you did some -- that you helped Mr.
11 Simon with his timesheets?

12 A Yes, sir; I did.

13 Q What did you do --

14 A Some of it.

15 Q -- for Mr. Simon?

16 A Well, I did -- I took his cell phone records. Again, because we
17 weren't able to get the office records, so I took his cell phone records and
18 I plugged in his cell phone records into the bill, and then I also -- I'm the
19 one that put the infamous, on Exhibit 13, a Plaintiff review of all emails
20 concerning service of all pleadings, (679 emails), without a date. So,
21 would you like me to explain that?

22 THE COURT: I would.

23 THE WITNESS: Okay.

24 MR. CHRISTIANSEN: Yeah, I'd like to hear about it, too.

25 THE WITNESS: So, what that is, is that's the WIZnet filings.

1 If you look at any of Mr. -- if you look at Mr. Simon's superbill, there are
2 no WIZnet filings in his. And so, when I would send the WIZnet filing -- I
3 sent every single WIZnet filing to Mr. Simon.

4 So, what that number is -- or so what is, there were 679
5 emails, and I had multiplied that by .2 because he would have to open it,
6 and then analyze it or whatever, and then that was it. And if he wanted
7 to do more to it, then he could choose to do more to it, but because there
8 was a formatting issue, plugging every one of those 679 emails in -- so
9 those are all WIZnet filings. Those WIZnet filings are for the entire case,
10 679. So, that goes from May -- well, I guess the complaint wasn't filed
11 until June, so June of 2016 through -- I guess the attorney lien is when
12 we kind of stopped counting. That's when we stopped counting any of
13 the WIZnet filings in the case.

14 MR. CHRISTENSEN: Okay.

15 THE COURT: So, that's through the attorney lien?

16 THE WITNESS: Yes, ma'am. The amended attorney lien in
17 January.

18 THE COURT: And do these include some of the same WIZnet
19 filings that are in your bill?

20 THE WITNESS: Yes, ma'am.

21 THE COURT: Okay.

22 THE WITNESS: But we would both -- I mean, he would read
23 them as I -- he didn't download them. He just read them when I would
24 send them to him.

25 THE COURT: And what did you -- what was the time per --

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MR. VANNAH: Thank you, Your Honor.

THE COURT: Thank you.

[Proceedings concluded at 4:29 p.m.]

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



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

EXHIBIT S

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

DATE	DESCRIPTION	TIME
12.20.16	Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc.'s Substitution of Counsel	0.30
1.4.17	Review, Download & Save Joint Case Conference Report	0.30
1.6.17	Email to DSS re Lange K inserts added to MSJ	0.15
1.9.17	Review email from DSS re phone call to Pancoast	0.15
1.9.17	Review, Download & Save Defendant The Viking Corporation and Supply Network , Inc.'s Demand for Prior Pleadings and Discovery	0.30
1.10.17	Review, Download & Save Plaintiffs Response to Defendants The Viking Corporation and Supply Network Inc.'s Demand for Prior Pleadings and Discovery	0.30
1.11.17	Review email from DSS re making small changes to MSJ	0.15
1.13.17	Review, Download & Save Plaintiffs Motion for Summary Judgment	0.30
1.17.17	Review email from DSS re preparing written discovery and depo notices	0.15
1.17.17	Review email from DSS to Pancoast re moving MSJ hearing and Opp date	0.15
1.18.17	Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiff's Motion for Summary Judgment	0.30
1.19.17	Email chain with DSS re Viking's Opposition to MSJ	0.50
1.20.17	Email chain with DSS re Stackiewicz case	0.15
1.20.17	Review, Download & Save Notice of Video Deposition of Shelli Lange	0.30
1.20.17	Review, Download & Save Subpoena for Shelli Lange	0.30
1.20.17	Review, Download & Save Notice of Video Deposition Bernie Lange	0.30
1.20.17	Review, Download & Save Subpoena for Bernie Lange	0.30
1.20.17	Review, Download & Save Notice of Video Deposition of Tracey Garvey	0.30
1.20.17	Review, Download & Save Subpoena for Tracy Garvey	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

1.20.17	Review, Download & Save Notice of Video Deposition of Dustin Hamer	0.30
1.20.17	Review, Download & Save Subpoena for Dustin Hamer	0.30
1.20.17	Review, Download & Save Notice of Video Deposition of Vince Diorio	0.30
1.20.17	Review, Download & Save Subpoena for Vince Dioro	0.30
1.23.17	Email to DSS re business court judge	0.15
1.23.17	Email to DSS re draft notices and SDT for review	0.15
1.24.17	Email chain with DSS re business court jurisdiction	0.15
1.24.17	Email chain with DSS re breach of contract COAs	0.25
1.24.17	Review, Download & Save Notice of Deposition of Custodian of Records for American Grating, LLC	0.30
1.24.17	Review, Download & Save Notice of Deposition of Custodian of Records for Giberti Construction, LLC	0.30
1.25.17	Review email chain with client and Janelle from DSS re objections to depositions of COR for American Grating and Giberti Construction	0.15
1.26.17	Email chain with DSS re Lange 30(b)(6) depo	0.25
1.26.17	Review, Download & Save Subpoena for Vince Diorio	0.30
1.26.17	Review, Download & Save Re-Notice of Video Deposition of Vince Diorio	0.30
1.26.17	Review, Download & Save Re-Notice of Video Deposition of Dustin Hamer	0.30
1.26.17	Review, Download & Save Subpoena for Dustin Hamer	0.30
1.26.17	Review, Download & Save Subpoena Duces Tecum 30b6 Lange Plumbing LLC	0.30
1.26.17	Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Defendant Lange Plumbing, LLC	0.30
1.27.17	Review email from DSS re preparing Viking 30(b)(6) depo notice	0.15
1.30.17	Review, Download & Save Subpoena Duces Tecum for American Grating, LLC	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

1.30.17	Review, Download & Save Plaintiffs NRCP 45 Objections to Defendant The Viking Corp Subpoena Duces Tecum Directed to the Custodian of Records for American Grating	0.30
2.1.17	Review, Download & Save SUBP Subpoena Duces Tecum for Giberti Construction, LLC	0.30
2.1.17	Review, Download & Save Lange Plumbing's Response to The Viking Corp Demand for Prior Pleadings and Discovery	0.30
2.2.17	Review, Download & Save Defendant Lange Plumbing's Opposition to Plaintiff Motion for Summary Judgment	0.30
2.2.17	Review, Download & Save Subpoena for Bernie Lange	0.30
2.2.17	Review, Download & Save Re-Notice of Video Deposition of Bernie Lange	0.30
2.2.17	Review, Download & Save Subpoena for Shelli Lange	0.30
2.2.17	Review, Download & Save Re-Notice of Video Deposition of Shelli Lange	0.30
2.2.17	Review, Download & Save Subpoena for Dustin Hamer	0.30
2.6.17	Review email from DSS re email client sent re trailer temperatures and link	0.50
2.6.17	Email chain with DSS re Motion to Amend Complain	0.15
2.7.17	Review email from DSS re Viking 30(b)(6) notice	0.15
2.9.17	Review, Download & Save Correspondence	0.30
2.10.17	Review, Download & Save Correspondence to Daniel Simon Esq.	0.30
2.10.17	Email chain with DSS re response to Pancoast re Dustin Hamer	0.15
2.10.17	Review email chain from DSS re correspondence from Sia about moving depositions	0.15
2.10.17	Review email from DSS to Sia re moving depositions	0.15
2.10.17	Review email chain with Sia, Pancoast and DSS re Lange employee Depo dates	0.15
2.12.17	Email chain with DSS re re-noticing depositions of Hamer and Diorio	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

2.13.17	Email chain with DSS re court's availability for MSJ hearing	0.15
2.13.17	Review, Download & Save Plaintiffs Motion to Amend the Complaint on OST	0.30
2.13.17	Review, Download & Save Subpoena for Dustin Hamer	0.30
2.13.17	Review, Download & Save Re-Notice of Video Deposition of Dustin Hamer	0.30
2.13.17	Review, Download & Save Subpoena for Vince Diorio	0.30
2.13.17	Review, Download & Save Re-Notice of Video Deposition of Vince Diorio	0.30
2.15.17	Review, Download & Save Subpoena for Vince Dioro	0.30
2.15.17	Review, Download & Save Notice of Video Deposition of Virgina Brooks Duces Tecum	0.30
2.15.17	Review, Download & Save Subpoena for Virginia Brooks	0.30
2.15.17	Review, Download & Save Notice of Video Deposition of Jim Kreason Duces Tecum	0.30
2.15.17	Review, Download & Save Subpoena Duces Tecum for Jim Kreason	0.30
2.15.17	Review, Download & Save Notice of Continuation Video Deposition of Vince Diorio	0.30
2.15.17	Review, Download & Save Notice of Video Deposition of Brandon Lange	0.30
2.15.17	Review, Download & Save Subpoena for Brandon Lange	0.30
2.15.17	Review, Download & Save Re-Notice of Video Deposition of Bernie Lange	0.30
2.15.17	Review, Download & Save Subpoena for Bernie Lange	0.30
2.15.17	Review, Download & Save Re-Notice of Video Deposition of Shelli Lange	0.30
2.15.17	Review, Download & Save Subpoena for Shelli Lange	0.30
2.15.17	Review, Download & Save Plaintiffs First Supplement to Early Case Conference Witness and Exhibit List	0.30
2.15.17	Review email and attachment from DSS re document needing to be supplemented	0.25
2.15.17	Review email from DSS re noticing depos of Lange employees	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

2.21.17	Email chain with DSS re exhibits for Dustin Hamer depo	0.15
2.21.17	Review Email and download deposition exhibits 1-8 from Oasis	0.25
2.21.17	Review, Download & Save Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiff's Motion to Amend Complaint on Order Shortening	0.30
2.21.17	Review, Download & Save Scheduling Order	0.30
2.22.17	Review, Download & Save Defendant Lange Plumbing, LLC's Third Supplement to NRCP 16.1 Early Case Conference List of Witnesses and Documents	0.30
2.23.17	Review, Download & Save Subpoena for Virginia Brooks	0.30
2.23.17	Review, Download & Save Re-Notice of Video Deposition of Virginia Brooks Duces Tecum	0.30
2.23.17	Review, Download & Save Re-Notice of Video Deposition of Jim Kreason Duces Tecum	0.30
2.23.17	Review, Download & Save Subpoena for Jim Kreason	0.30
2.23.17	Review, Download & Save Re-Notice of Video Deposition of Shelli Lange	0.30
2.23.17	Review, Download & Save Subpoena for Shelli Lange	0.30
2.23.17	Review, Download & Save Notice of Vacating Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Defendant Lange Plumbing, LLC	0.30
2.23.17	Review, Download & Save Notice of Vacating Video Deposition of Tracey Garvey	0.30
2.23.17	Review, Download & Save Subpoena for Vince Diorio	0.30
2.23.17	Review, Download & Save Re – Notice of Continuation Video Deposition of Vince Diorio	0.30
2.26.17	Email to DSS re draft reply to motion to amend	0.15
2.27.17	Email chain with DSS re COR Depos for Giberti and American Grating	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

2.27.17	Review Email and download deposition from Oasis Reporting (Diorio)	0.25
2.27.17	Review Email and download deposition from Oasis Reporting (Hamer)	0.25
2.27.17	Review, Download & Save Reply to Defendant Lange Plumbing, LLC 's Limited Opposition to Plaintiffs' Motion to Amend the Complaint on OST	0.30
2.28.17	Review, Download & Save Reply to all Defendants Opposition to Plaintiffs Motion for Summary Judgment	0.30
2.28.17	Review email from DSS to Pancoast re documents for COR depositions of Giberti and American Grating	0.15
2.28.17	Call with DSS	0.10
2.28.17	Call with DSS	0.15
2.28.17	Call with DSS	0.15
3.1.17	Email to DSS re Pancoast coming to office to review documents	0.15
3.1.17	Call with DSS	0.15
3.1.17	Review, Download & Save Order Setting Civil Jury Trial	0.30
3.1.17	Email to DSS re Edgeworth trial order	0.15
3.6.17	Review, Download & Save Plaintiffs Second Supplement to Early Case Conference Witness and Exhibit List	0.30
3.7.17	Review, Download & Save Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only	0.30
3.7.17	Review, Download & Save Offer of Judgment to Lange Plumbing, LLC	0.30
3.7.17	Review, Download & Save AOS	0.30
3.7.17	Review, Download & Save Initial Appearance Fee Disclosure of American Grating	0.30
3.7.17	Review, Download & Save Correspondence to Daniel Simon Esq.	0.30
3.7.17	Review, Download & Save Second Amended Complaint	0.30
3.7.17	Email to Pancoast and Sia re draft order to amend complaint and draft order for MSJ	0.15
3.7.17	Email chain with Sia re calculation of damages and deposition of Brandon Lange	0.15
3.10.17	Email chain with Sia re signature pages for order to amend and Order on MSJ	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

3.10.17	Email chain with DSS re letter from Sia on withdrawing MSJ and her signature on proposed orders	0.25
3.10.17	Review, Download & Save Correspondence to Daniel Simon Esq.	0.30
3.13.17	Review, Download & Save Notice of Vacating Continuation Video Deposition of Vince Dioro	0.30
3.13.17	Review, Download & Save Re-Notice of Video Deposition of Brandon Lange	0.30
3.13.17	Review, Download & Save Subpoena for Brandon Lange	0.30
3.13.17	Review, Download & Save Re-Notice of Video Deposition of Brandon Lange	0.30
3.13.17	Review, Download & Save Subpoena for Brandon Lange	0.30
3.15.17	Review, Download & Save Correspondence to Daniel Simon, Esq.	0.30
3.15.17	Review, Download & Save Defendant Lange Plumbing's 4 th Supplemental Disclosure	0.30
3.16.17	Review, Download & Save Order Denying Plaintiffs Motion for Summary Judgment	0.30
3.17.17	Email chain with DSS re extension for Lange's response to OOI	0.25
3.17.17	Email chain with Sia re OOI and extension of time to respond	0.15
3.20.17	Review, Download & Save Notice of Entry of Order Denying Plaintiffs Motion for Summary Judgment	0.30
3.20.17	Review email from DSS to Sia re bate-stamping our exhibits in ECC Supplements	0.15
3.21.17	Email chain with Sia re bate-stamping ECC productions	0.15
3.21.17	Email chain with DSS re documents attached to supplement and review of the Kinsale file	0.15
3.21.17	Review, Download & Save Order Granting Plaintiffs Motion to Amend the Complaint	0.30
3.21.17	Review, Download & Save Requests for Production of Documents to Edgeworth Family Trust	0.30
3.21.17	Review, Download & Save Interrogatories to Edgeworth Family Trust	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

3.21.17	Review, Download & Save Plaintiffs Third Supplement to Early Case Conference Witness and Exhibit List	0.30
3.22.17	Review, Download & Save Lange Plumbing's 5 th Supplemental Disclosures	0.30
3.22.17	Review, Download & Save Notice of Entry of Order Granting Plaintiff's Motion to Amend the Complaint	0.30
3.22.17	Review, Download & Save Lange's First Requests for Production of Documents to The Viking Corp.	0.30
3.22.17	Review, Download & Save Lange's First Interrogatories to The Viking Corp.	0.30
3.23.17	Review email and download deposition from Oasis Reporting (Bernie Lange)	0.25
3.24.17	Review email from DSS to Sia re service of Amended Complaint on Lange	0.20
3.24.17	Review, Download & Save Correspondence to Daniel Simon, Esq.	0.30
3.27.17	Review, Download & Save Notice of Vacating Video Deposition of Virginia Brooks Duces Tecum Outside the State of Nevada	0.30
3.27.17	Review, Download & Save Plaintiffs 4 th Supplement to Early Case Conference Witness and Exhibit List	0.30
3.29.17	Review, Download & Save Stipulation and Order to Continue Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC Only	0.30
3.29.17	Call with DSS	0.15
3.29.17	Call with DSS	0.10
3.31.17	Call with DSS	0.15
3.31.17	Review, Download & Save Subpoena for PMK of The Viking Corporation	0.30
3.31.17	Review, Download & Save Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Viking Corporation	0.30
4.4.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Answer to Plaintiffs' Second Amended Complaint & Third Party Complaint Against Giberti Construction LLC	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

4.5.17	Review, Download & Save Defendant / Third – Party Plaintiffs The Viking Corp and Supply Network, Inc.’s Initial Appearance Fee Disclosure [Third Party Complaint]	0.30
4.5.17	Email chain with DSS re exhibits he needs for Kreason and Brandon Lange depo	0.15
4.6.17	Review email from DSS re preparing 3 day notice of intent to default Lange	0.15
4.6.17	Review, Download & Save Correspondence	0.30
4.6.17	Review email from DSS to Sia re testing heads	0.15
4.7.17	Review, Download & Save Plaintiffs 5 th Supplement to Early Case Conference Witness and Exhibit List	0.30
4.7.17	Review, Download & Save Defendant Lange Plumbing, LLC’s Opposition to Plaintiff’s Motion for Summary Judgment	0.30
4.11.17	Review, Download & Save Notice of Intent to Enter Default Against Lange Plumbing, LLC	0.30
4.11.17	Review, Download & Save Notice of Deposition of Custodian of Records for Rimkus Consulting, Group , Inc.	0.30
4.12.17	Review, Download & Save Defendant Lange Plumbing’s Answer to Plaintiff’s Second Amended Complaint and Cross Claim	0.30
4.13.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.’s Requests for production to Lange Plumbing, LLC	0.30
4.13.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.’s Requests for Admission to Lange Plumbing Inc.	0.30
4.13.17	Review, Download & Save Defendants The Viking Corporation Supply Network, Inc.’s Requests for production to Plaintiffs	0.30
4.13.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.’s Requests for Admission to Plaintiffs	0.30
4.13.17	Review, Download & Save Subpoena Duces Tecum of Designees of Viking Automatic Sprinkler Co.	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

4.13.17	Review, Download & Save Second Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Viking Corporation	0.30
4.13.17	Review email chain from DSS requesting I re-notice depo of Viking 30(b)(6)	0.20
4.14.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Joinder with Additional Points and Authorities to Lange's Opposition to Plaintiff's Second Motion for Summary Judgment	0.30
4.17.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Interrogatories to Plaintiffs	0.30
4.17.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Interrogatories to Lange Plumbing, LLC	0.30
4.18.17	Review, Download & Save Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing Only	0.30
4.18.17	Review email from DSS to Sia re Kreason no show at depo	0.15
4.18.17	Review email from DSS re dropping off cc to Judge of Motion to compel Kreason	0.15
4.18.17	Review email and download deposition from Oasis Reporting (Brandon Lange and Non-Appearance of Kreason)	0.25
4.18.17	Review email and respond to email from Bill LaBorde with Oasis re rough transcript	0.15
4.20.17	Review email from Sia re testing of heads	0.20
4.21.17	Review email from DSS to Sia and Janet re testing protocol in writing	0.15
4.23.17	Review email from DSS requesting I do research on the contract prior to the MSJ hearing	0.15
4.24.17	Review email from DSS requesting I pull 3 rd party complaint Lange filed against Viking	0.15
4.24.17	Review, Download & Save Plaintiff Edgeworth Family Trust's Responses to Defendant's Interrogatories	0.30
4.24.17	Review, Download & Save Plaintiff Edgeworth Family Trust's Responses to Defendant's Request for production	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

4.25.17	Review email from DSS requesting I email 3 rd party complaint Lange filed against Viking	0.15
4.26.17	Review, Download & Save Notice of The Continued Deposition of Vincent Diorio	0.30
4.27.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Responses to Defendant Lange Plumbing, LLC's Request for Production of Documents	0.30
4.27.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Answers to Defendant Lange Plumbing LLC's Interrogatories	0.30
4.27.17	Review, Download & Save The Viking Corp and Supply Network, Inc.'s Objection to Subpoena	0.30
4.27.17	Review, Download & Save Correspondence	0.30
4.27.17	Review, Download & Save Plaintiffs 1 st Set of Interrogatories to Defendants The Viking Corporation	0.30
4.27.17	Review, Download & Save Plaintiffs' 1 st Set of Request for Admission to Defendants The Viking Corporation	0.30
4.27.17	Review email from DSS requesting draft notice of depo and SDT for Dan Cadden	0.15
4.27.17	Review email from DSS re what motions we need to file in Edgeworth and begin drafting	0.20
4.27.17	Email chain with DSS and JW re written discovery for Viking	0.15
4.27.17	Review email from DSS re pulling invoices from Viking to Lange showing heads purchased	0.15
4.27.17	Email chain between DSS, client and AF re drafting Viking SupplyNet notice	0.15
4.27.17	Review email from DSS re forward from client	0.40
4.28.17	Email chain with DSS re American Grating ECC and EFT Supp	0.15
4.28.17	Review email from DSS to Sia re lack of written protocol for testing	0.15
5.1.17	Review email and attachment from DSS re Viking's 2 nd Supp	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.1.17	Review, Download & Save Plaintiffs' Motion for an Order to Show Cause and Compel James Kreason to Appear for Deposition	0.30
5.1.17	Review, Download & Save The Viking Corp and Supply Network, Inc.'s Request to Observe all Inspections and / or Testing Performed by any Party	0.30
5.1.17	Review, Download & Save SDT for Dan Cadden	0.30
5.1.17	Review, Download & Save Notice of Video Deposition of Dan Cadden	0.30
5.1.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Second Supplemental Disclosures Pursuant to NRCP 16(a)(1)	0.30
5.2.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc 3 rd Supplemental Disclosure Pursuant to NRCP 16 (a)(1)	0.30
5.2.17	Email chain with DSS requesting Viking 30(b)(6) notice, 3 rd party complaint and amended complaint emailed and printed	0.20
5.3.17	Review email and attachment from client re ISTA Temperature Report	0.15
5.3.17	Email chain with attachments from DSS forwarded from Hastings and Viking supply invoices and print for DSS	0.25
5.4.17	Review, Download & Save Plaintiffs' Motion to Compel the Deposition to Defendant Lange Plumbing, LLC 's 30b6 Designee and for Sanctions	0.30
5.4.17	Review, Download & Save SDT	0.30
5.4.17	Review, Download & Save Plaintiff American Grating, LLC's Early Case Conference Witness and Exhibit List	0.30
5.5.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC 's 6 th Supplement to Early Case Conference Witness and Exhibit List (Doc provided by CD)	0.30
5.5.17	Email to Pancoast and Sia re hearing dates	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.5.17	Email chain with Sia re names of other Lange employees who were at Edgeworth home	0.25
5.5.17	Email chain with DSS and Janelle re June 7 th hearing	0.15
5.5.17	Review email and attachment from DSS to Bullock re 3 rd party complaint	0.20
5.5.17	Review email and attachments from DSS that were forwarded from client re gate entries	0.25
5.8.17	Review email from Sia re draft order for denial of MSJ	0.15
5.8.17	Email to Sia and Pancoast re draft SAO to continue hearing and motion to compel Kreason	0.15
5.8.17	Review, Download & Save SDT of Supply Network Inc. dba Viking Supplynet	0.30
5.8.17	Review, Download & Save -Notice of Video Deposition Duces Tecum Pursuant to NRCp 30b6 of Designees of Supply Network, Inc. dba Viking Supplynet	0.30
5.8.17	Review, Download & Save Summons with Affidavit of Service – Giberti	0.30
5.8.17	Review, Download & Save Plaintiffs 1 st Set of Request for Production to Defendant Lange Plumbing LLC	0.30
5.8.17	Review, Download & Save Plaintiffs 1st set of Request for Admission to Defendant Lange Plumbing, LLC	0.30
5.8.17	Review, Download & Save Plaintiffs 1 st Set of Interrogatories to Defendants Lange Plumbing, LLC	0.30
5.8.17	Review, Download & Save Plaintiff Edgeworth Family Trust's Responses to Defendant's Request for Admissions	0.30
5.8.17	Review, Download & Save Plaintiff Edgeworth Family Trust's Answers to Defendant's Interrogatories	0.30
5.8.17	Review, Download & Save SPlaintiff Edgeworth Family Trust's Responses to Defendant's Request for Production	0.30
5.8.17	Review, Download & Save ROC for Lange Plumbing's Motion to Compel	0.30
5.9.17	Review email from DSS re reference to Edgeworth house	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.10.17	Review, Download & Save Notice of Deposition of PMK for State Insulation, LLC	0.30
5.11.17	Review, Download & Save Notice Vacating Deposition of Custodian of Records for Rimkus Consulting Group, Inc.	0.30
5.11.17	Email chain with DSS re Mason depo scheduling	0.15
5.11.17	Email chain with DSS re weather expert	0.15
5.11.17	Email to Sia re missing pages from Lange's Motion to Compel release of sprinklers	0.15
5.11.17	Email chain with Janet re Edgeworth home inspection and discussion with DSS	0.25
5.12.17	Email to Janet re proposed stipulated protective order	0.15
5.12.17	Email to Olivas with additional documents for his review	0.15
5.15.17	Email chain with DSS re Opp to Lange's motion to compel sprinkler heads	0.15
5.15.17	Review, Download & Save Defendant /Third Party Plaintiffs The Viking Corp and Supply Network, Inc.'s Requests for Inspection	0.30
5.15.17	Review, Download & Save Plaintiffs' Opposition to Defendant Lange Plumbing, LLC's Motion to Compel Plaintiffs to Release Sprinkler Heads for Testing by Lange Plumbing, LLC on OST	0.30
5.17.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla	0.30
5.17.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc's 4 th Supplemental Disclosures Pursuant to NRCp 16(a)(1)	0.30
5.17.17&5.18.17	Email chain with DSS, Sia and AF re extension of Lange's Opp to MSJ	0.25
5.18.17	Email chain with Sia re SAO regarding briefing schedule	0.25
5.19.17	Review, Download & Save Defendants / Third Party Plaintiffs The Viking Corporation and Supply Network, Inc.'s Notice of Inspection	0.30
5.19.17	Review email from Tashia Garry re Viking notice of inspection	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.19.17	Review email and download deposition from Oasis Reporting (Martorano)	0.25
5.19.17	Review email from DSS to Sia and Pancoast re testing on June 22 nd	0.15
5.22.17	Review email from DSS re returning Amanda Kern call from City of Henderson	0.15
5.22.17	Email chain with DSS re changes to DCRR	0.15
5.23.17	Email chain with Sia re proposed DCRR from May hearing	0.25
5.23.17	Review, Download & Save Subpoena for Erik C. Johnson	0.30
5.23.17	Review, Download & Save Notice of Deposition of Erik C. Johnson	0.30
5.24.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Answer to Lange Plumbing, LLC's Amended Cross – Claim and Amended Counter- Claim	0.30
5.24.17	Email to client re Rimkus Consulting documents	0.15
5.24.17	Email to Hastings with additional documents for his review	0.15
5.24.17	Review email from client re Rimkus documents and response	0.25
5.24.17	Review email from DSS re professors for weather expert	0.15
5.25.17	Review email from Sia requesting Plaintiff's motion to compel Lange 30(b)(6) depo	0.20
5.25.17	Review, Download & Save Defendant the Viking Corp and Supply Network. Inc's Answers to Plaintiff's Request for Admissions	0.30
5.26.17	Email chain with DSS re Sia's email to withdraw MSJ; and subsequent review of DSS response to Sia	0.15
5.29.17	Review email chain between DSS and Pancoast re extension on Viking rog responses	0.15
5.30.17	Email chain with DSS re start time of 6/22/17 testing; subsequent email chain with Sia re timing	0.25
5.30.17	Email chain with Sia and Pancoast re start time of destructive testing	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.30.17	Email chain with Pancoast and Sia re names of people attending inspection at Edgeworth residence	0.15
5.30.17	Email chain re retaining Don Koch as expert and retainer agreement	0.25
5.30.17	Email chain with DSS re weather expert mike Schwob	0.15
5.30.17	Review email from DSS re preparation of expert designation	0.15
5.30.17	Email chain with DSS re Stipulated Protective Order	0.25
5.31.17	Email chain with DSS re draft of Reply to limited Opp to Motion to Compel Kreason	0.15
5.31.17	Review email chain from DSS to Pancoast re State Insulation depo	0.15
5.31.17	Review, Download & Save Proof of Service	0.30
5.31.17	Review, Download & Save Notice of Vacating Deposition of PMK of State Insulation, LLC	0.30
6.1.17	Review email from DSS re book (Real Estate Damages) to be ordered	0.15
6.1.17	Review email from DSS to Pancoast re inspection of Viking SupplyNet warehouse	0.15
6.1.17	Email chain with Sia, Pancoast re changes to the protective order	0.75
6.1.17	Review email from Sia re Lange's Opp to Plaintiff's Motion to Compel	0.15
6.1.17	Review, Download & Save Defendant Lange Plumbing, LLC's Opposition to Plaintiff's Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions and Countermotion for Sanctions	0.30
6.1.17	Review, Download & Save SDT – of Supply Network, Inc. dba Viking Supplynet	0.30
6.1.17	Review, Download & Save Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Supply Network, Inc. dba Viking Supplynet (Date Change Only)	0.30
6.1.17	Review, Download & Save Supply Network, Inc.'s Objection to Subpoena	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.2.17	Review, Download & Save Defendant Lange Plumbing, LLC 's Limited, LLC's Limited Opposition to Plaintiffs' Motion for an Order to Show Cause and Compel James Kreason to Appear for Deposition	0.30
6.2.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s Answers to Plaintiffs Interrogatories	0.30
6.2.17	Review, Download & Save Lange's Responses to Viking's Requests for Production	0.30
6.2.17	Review, Download & Save Lange's Responses to Viking's Requests for Admission	0.30
6.2.17	Review, Download & Save Lange's Plumbing's Answers to Viking's Interrogatories	0.30
6.2.17	Review and respond to email from Jason Reeve re Don Koch agreement	0.25
6.2.17	Review email from client re preparing for Viking inspection	0.15
6.2.17	Email chain with DSS re producing prior pleadings to Nunez	0.15
6.2.17	Call with Client	0.15
6.2.17	Call with Client	0.15
6.2.17	Call with Pancoast	0.15
6.2.17	Call with Client	0.10
6.2.17	Call with DSS	0.15
6.5.17	Email chain with DSS re Reply to Compel Lange 30(b)(6)	0.15
6.5.17	Email chain with DSS and Pancoast re inspection email sent to Pancoast and follow up	0.25
6.5.17	Email chain with Pancoast re Inspection of Viking Supplynet	0.15
6.5.17	Review, Download & Save to Defendant Lange's Opposition to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions	0.30
6.6.17	Review and respond to email from Sia re Dan Cadden Depo	0.15
6.6.17	Review, Download & Save CERT of Mailing of Notice of Hearing for Motion to Compel Kreason	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.6.17	Review, Download & Save Notice of Hearing for Motion to Compel Kreason	0.30
6.6.17	Review, Download & Save CERT of Mailing of Notice of Hearing for Motion to Compel Lange Plumbing 30b6	0.30
6.6.17	Review, Download & Save Notice of Hearing for Motion to Compel Lange Plumbing 30b6	0.30
6.6.17	Review, Download & Save Plaintiff's Notice of Entry Upon Land/Site Inspection	0.30
6.6.17	Email chain with Janet, Sia, Nunez re Johnson depo dates	0.15
6.6.17	Review email from client re deposition questions client would like asked	0.50
6.6.17	Review email and attachment from client re Viking's inconsistent labeling	0.25
6.6.17	Review email and attachment from client re Viking box with production date on it	0.15
6.6.17	Email chain with client and Doug Purvis re meeting with Koch	0.15
6.6.17	Review email and link from DSS re UPS petition and notice of 30(b)(6)	0.40
6.7.17	Review, Download & Save DCCR	0.30
6.7.17	Review email from DSS re Johnson depo exhibits and response	0.15
6.8.17	Email chain with DSS re COR Depo of City of Henderson	0.15
6.8.17	Review email from client re skylights in the Supplynet building	0.15
6.8.17	Review email from client re other residences that took a long time from rough to final and then research of houses to get square footage	1.50
6.8.17	Review email and attachment from client re client's summary of Viking's false testimony based off of depo from Martorano	2.0
6.9.17	Review, Download & Save Subpoena Duces Tecum Lange Plumbing, LLC	0.30
6.9.17	Review, Download & Save Notice of Second Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Lange Plumbing, LLC	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.9.17	Review, Download & Save Subpoena Duces Tecum of Custodian of Records for City of Henderson, Building Department	0.30
6.9.17	Review, Download & Save Notice of Taking the Deposition of Custodian of Records for the City of Henderson Building Department	0.30
6.9.17	Review, Download & Save Subpoena for Kyle Mao	0.30
6.9.17	Review, Download & Save Notice of Video Deposition of Kyle Mao	0.30
6.9.17	Review, Download & Save Subpoena for Erik C. Johnson	0.30
6.9.17	Review, Download & Save Amended Notice of Video Deposition of Erik C. Johnson (Date Change Only)	0.30
6.9.17	Email chain with DSS re name of Viking SupplyNet worker	0.15
6.12.17	Review email from DSS to client re direct sunlight on sprinklers	0.15
6.12.17	Email to Pancoast re confirmation of Diorio depo	0.15
6.12.17	Review email from client requesting Vince Diorio depo and response	0.15
6.12.17	Email chain with client and DSS re direct sunlight in the house	0.25
6.12.17	Review, Download & Save Third Party Defendant Giberti Construction LLC's Demand for Jury Trial	0.30
6.12.17	Review, Download & Save Defendant Giberti Construction LLC's Initial Appearance Fee Disclosure	0.30
6.12.17	Review, Download & Save Third – Party Defendant Giberti Construction LLC's Answer to Defendant/Third – Party Plaintiffs' Third Party Complaint; Counterclaim Against Viking Corp and Supply Network, Inc. dba Viking Supplynet; and Cross – Complaint Against Lange Plumbing, LLC	0.30
6.12.17	Review, Download & Save Lange Plumbing's Responses to Plaintiff's Requests for Admissions	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.12.17	Review, Download & Save Lange Plumbing's Responses to Plaintiff's Requests for Production	0.30
6.12.17	Review, Download & Save Lange Plumbing's Answers to Plaintiff's First Set of Interrogatories	0.30
6.12.17	Review, Download & Save Plaintiffs' Amended Notice Entry Upon Land/Site Inspection (Time Change Only)	0.30
6.13.17	Email chain with Hastings re depositions taken in the case and response	0.25
6.13.17	Email chain with Sia and Pancoast re Diorio deposition	0.15
6.13.17	Review email and attachments from client re non visible possible defects	0.50
6.13.17	Email chain with DSS and Hastings re documents	0.15
6.14.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's Request for Prior Pleadings, Discovery, Records and Deposition Transcripts	0.30
6.14.17	Review, Download & Save Lange Plumbing's 6 th Supplemental Disclosure	0.30
6.14.17	Review, Download & Save Amended Notice of Taking the Deposition of Vincent Diorio [TimeOnly]	0.30
6.14.17	Email to client re continuation of Diorio depo	0.15
6.14.17	Review email from Sia re 6.7.17 DCRR	0.15
6.15.17	Review email from Sia re Lange's 6 th ECC Disclosure	0.15
6.15.17	Email chain with Pancoast and Sia re changes to the Protective Order	0.50
6.15.17	Review email from DSS to Pancoast re document production	0.15
6.15.17	Review email from DSS to Hastings re written protocol for testing	0.15
6.15.17	Email to Pancoast and Sia re draft DCRR from 6.7.17 hearing	0.15
6.16.17	Review email from Nicole Garcia re Ure signature pages ready for pick up	0.15
6.16.17	Email to Sia re signature page for 6.7.17 DCRR	0.15
6.16.17	Review email from Zamiski re testing protocol signature page	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.16.17	Email chain with DSS re Zamiski's signature page for written protocol for testing	0.15
6.16.17	Review email from DSS re locating document for client	0.15
6.16.17	Email chain with DSS re Giberti's Stip and Order to Extend Discovery	0.15
6.16.17	Review email from DSS to Nunez and Ure re Stip and Order to extend discovery	0.15
6.17.17	Call with DSS	0.10
6.19.17	Email chain with DSS re demand for prior pleadings by Giberti	0.15
6.19.17	Review email chain between DSS, Pancoast, Sia and Nunez re Kreason motion to compel and Kreason depo	0.20
6.19.17	Review email and download deposition from Oasis Reporting (Cadden)	0.25
6.19.17	Email chain with Pancoast re signature page for 6.7.17 DCRR	0.15
6.19.17	Email chain with Don Koch re his visit to the residence and his opinions	0.25
6.20.17	Email chain with Sia re protocol for destructive testing	0.15
6.20.17	Call with DSS	0.15
6.20.17	Email to Bill LaBorder requesting a complete set of depo exhibits	0.15
6.20.17	Email to Sia re who will be attending destructive testing	0.15
6.20.17	Review email and attachment from client re Vince Diorio depo	0.50
6.20.17	Email to Zamiksi re signature for testing protocol	0.15
6.20.17	Email chain with client re destructive testing protocol and response	0.75
6.20.17	Email to Don Koch with additional documents for his review	0.15
6.20.17	Email chain with DSS re phone call with Don Koch	0.15
6.20.17	Email chain with DSS and Janelle re hearing date for Kreason motion to compel	0.15
6.20.17	Email chain between DSS, Pancoast, Sia and Nunez re deposition scheduling of Diorio	0.15
6.20.17	Email chain with DSS re list of exhibits from depositions with attachment	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.20.17	Review, Download & Save Lange's 7 th Supplemental Disclosures	0.30
6.20.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s 5 th Supplemental Disclosures Pursuant to NRCP 16(b)(1)	0.30
6.20.17	Review, Download & Save Plaintiffs Response to Third Party Defendant Giberti Construction LLC's Request for Prior Pleadings, Discovery, Records and Deposition Transcripts	0.30
6.20.17	Review, Download & Save Correspondence to DC Bulla regarding the June 21, 2017 Hearing	0.30
6.20.17	Review, Download & Save Subpoena Duces Tecum for Jim Kreason	0.30
6.20.17	Review, Download & Save Re- Notice of Video Deposition of Jim Kreason Duces Tecum	0.30
6.22.17	Review, Download & Save SDT of Supply Network, Inc., dba Viking Supplynet	0.30
6.22.17	Review, Download & Save Second Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30ba of Designees of Supply Network, Inc., dba Viking Supplynet Date Change Only)	0.30
6.22.17	Email to Zamiski and Hatsing re locations of sprinklers from Edgeworth house that will be used during destructive testing	0.15
6.22.17	Email to Zamiski with additional documents for his review	0.15
6.22.17	Call with DSS	0.10
6.22.17	Call with DSS	0.10
6.22.17	Call with DSS	0.15
6.23.17	Call with DSS	0.10
6.23.17	Call with DSS	0.25
6.23.17	Email to Hastings with additional documents for his review	0.15
6.23.17	Review email and attachments from client re nest energy history	0.25
6.23.17	Email chain with DSS and client re downloading and sending screenshots of nest energy history	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.26.17	Email chain with DSS re documents for Kreason depo (specifically Rimkus documents)	0.20
6.26.17	Review, Download & Save Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an OST	0.30
6.27.17	Review, Download & Save The Viking Corp and Supply Network, Inc.'s Joinder to Giberti Construction, LLC 's Motion to Continue Discovery Deadlines	0.30
6.27.17	Email chain with Pancoast, Sia and Nunez re scheduling of Supplynet PMK Depo	0.25
6.28.17	Email chain with DSS re vacating Kreason Motion to compel	0.20
6.28.17	Email chain with DSS re Kyle Mao depo (my thoughts, exhibits pulled)	1.0
6.28.17	Review, Download & Save SDT of Supply Network, Inc. dba Viking Supplynet	0.30
6.28.17	Review, Download & Save Third Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Supply Network, Inc, Viking Supplynet (Date Change Only)	0.30
6.28.17	Call with DSS	0.10
6.29.17	Review, Download & Save Notice of Change of Address	0.30
6.29.17	Review, Download & Save DCRR	0.30
6.29.17	Review, Download & Save Stipulated protective Order	0.30
6.29.17	Email to Amanda Kern with City of Henderson and attachment re Dan Cadden depo	0.25
6.30.17	Review email from DSS to Pancoast re missing Viking documents	0.20
6.30.17	Review, Download & Save SDT – for Robert Carnahan, P.E.	0.30
6.30.17	Review, Download & Save Notice of Taking Deposition of Robert Carnahan, P.E. Duces Tecum	0.30
6.30.17	Review, Download & Save Subpoena for Raul De La Rosa	0.30
6.30.17	Review, Download & Save Notice of Video Deposition of Raul De La Rosa	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.30.17	Review, Download & Save Subpoena – James Cameron	0.30
6.30.17	Review, Download & Save Notice of Video Deposition of James Cameron	0.30
7.3.17	Review email and attachment from client re HVAC shut down at Edgeworth residence	0.25
7.5.17	Review, Download & Save Defendant/Cross Claimant Lange Plumbing, LLC's Response to Third Party Defendant Giberti Construction, LLC's Demand for All Prior Pleadings and Discoveryh	0.30
7.6.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s 6 th Supplemental Disclosures Pursuant to NRCP 16 (a)(1)	0.30
7.6.17	Email chain with Jessica Rogers re Viking disclosure	0.20
7.6.17	Email to Sia re Lange's expert's raw data	0.15
7.6.17	Email chain with DSS re Lange expert raw data from testing	0.25
7.6.17	Email chain with DSS re sending documents to Hastings	0.15
7.6.17	Email chain with DSS re moving Carnahan depo	0.15
7.7.17	Call with DSS	0.10
7.7.17	Call with DSS	0.25
7.7.17	Email to Sia, Pancoast and Nunez re depo of the COR of Henderson	0.15
7.10.17	Review, Download & Save Correspondence to Commissioner Bulla	0.30
7.10.17	Email chain with Sia re objection to Giberti motion to continue trial	0.15
7.10.17	Email to Hastings with additional documents for his review	0.15
7.10.17	Email to Zamiski with additional documents for his review	0.15
7.10.17	Email chain with client re Viking's production of documents and effect of the protective order	0.25
7.10.17	Email chain with DSS re documents Zamiski requested	0.15
7.10.17	Email chain with DSS re documents Viking produced and what experts need	0.20

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.10.17	Email and attachment to DSS with important Viking emails from recent production	0.25
7.10.17	Email chain with DSS re Johnson depo exhibits	0.20
7.10.17	Email chain with DSS with attachments re ACORE report and invoice	0.25
7.10.17	Email chain with DSS re Opposition	0.15
7.10.17	Email chain with DSS re Opp to Motion to extend discovery deadlines	0.25
7.11.17	Review, Download & Save Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an OST	0.30
7.11.17	Review, Download & Save Supplement to Plaintiffs' Motion to Compel the Deposition Defendant Lange Plumbing, LLC 's 30(b)(6) Designees and for Sanctions	0.30
7.11.17	Review, Download & Save Defendant / Cross Claimant / Cross Defendant Lange Plumbing, LLC's Answer to The Viking Corp and Supply Network's Amended Cross Claim	0.30
7.11.17	Review, Download & Save Defendant / Cross Claimant / Cross Defendant Lange Plumbing, LLC 's Answer to Giberti Construction, LLC's Cross Claim	0.30
7.11.17	Review, Download & Save SDT for Robert Carnahan, P.E.	0.30
7.11.17	Review, Download & Save Amended Notice of Video Deposition of Robert Carnahan, P.E. Duces Tecum	0.30
7.11.17	Review email and attachment from Jessica Rogers re correspondence from Pancoast to DC Bulla	0.25
7.11.17	Email to Hastings with additional documents for his review	0.15
7.11.17	Review email and attachment from DSS re Olivas CV	0.15
7.12.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's 7 th Supplement to Early Case Conference Witness and Exhibit List	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.12.17	Email chain with DSS re revised supplemental JCCR	0.25
7.12.17	Review email from DSS to Nicole Garcia re DCRR re motion to extend discovery	0.15
7.12.17	Email chain with DSS and Zamiski re sprinklers being sent to Vollmer Grey	0.50
7.12.17	Review email from Nicole Garcia re Ure signature pages ready for pick up	0.15
7.12.17	Email to Victoria Boyd (Court reporter) for hearing transcript	0.15
7.13.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s Answer too Giberti Construction, LLC's Counterclaim	0.30
7.13.17	Email chain with Sia re picking up sprinkler heads from Converse Consulting	0.50
7.13.17	Email chain with DSS re Rimkus subpoena for documents	0.15
7.13.17	Review email from DSS re objection to confidentiality of Viking documents and response	0.15
7.14.17	Review email from DSS re Zamiski preparing chain of custody documents and response	0.15
7.14.17	Email chain with DSS re 2 nd Supplement to Lange Motion for sanctions	0.25
7.14.17	Review email from DSS re letter to Sia to be drafted re sanctions	0.75
7.14.17	Email chain with Zamiski re chain of custody documents for sprinkler	0.15
7.14.17	Review, Download & Save Giberti Construction, LLC's Mtn. to Extend Discovery Deadlines on OST	0.30
7.14.17	Review, Download & Save Second Supplement to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions	0.30
7.17.17	Review, Download & Save Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an OST	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.17.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s First Supplemental Answers to Plaintiffs' Interrogatories	0.30
7.17.17	Review email from Sia re DC ruling on Lange sanctions	0.15
7.17.17	Email chain with DSS re Giberti motion to extend discovery	0.15
7.18.17	Email chain with DSS re notice of 2.34 with Viking re deficient discovery responses	0.15
7.18.17	Email to Sia re Simon Law W9	0.15
7.18.17	Email chain with Pancoast re signature page for amended JCCR	0.15
7.18.17	Email chain with DSS re objection to confidentiality and response	0.25
7.18.17	Review email from DSS re printing all discovery responses	0.15
7.18.17	Review email and attachment from DSS re Caranahan depo and SDT and response	0.25
7.18.17	Review, Download & Save Letter to D. Simon from J. Pancoast	0.30
7.18.17	Review, Download & Save Notice of Telephonic 2.34 Conference with Viking Defendants	0.30
7.19.17	Review, Download & Save Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective Order	0.30
7.19.17	Review, Download & Save Issued Commission to Take Out of State Deposition of Robert Carnahan, P.E.	0.30
7.19.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Robert Carnahan	0.30
7.19.17	Review, Download & Save Subpoena Duces Tecum for Robert Carnahan , P.E.	0.30
7.19.17	Review, Download & Save Second Amended Notice of Video Deposition of Robert Carnahan, P.E. Duces Tecum	0.30
7.19.17	Email chain with DSS re Lange's 8 th supplement and raw data from destructive testing	0.20
7.19.17	Email to client with summary chart of all emails from Viking	0.15
7.19.17	Review email from Sia re Lange's 8 th ECC Supp and attachments	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.19.17	Email to Hastings with additional documents for his review	0.15
7.19.17	Email to Zamiski with additional documents for his review	0.15
7.19.17	Review email from client re depo testimony about test results at 190 degrees	0.15
7.19.17	Review email from client requesting Martorano depo and response	0.15
7.19.17	Review email from DSS to client re Viking rep depo	0.15
7.19.17	Email chain with DSS re Sia's changes to the DCRR re Lange's sanctions	0.50
7.19.17	Review email from DSS re checking production to make sure we have produced proper documentation for all damages	0.15
7.20.17	Review email chain between DSS and Pancoast re EDCR 2.34 re deficient discovery responses	0.20
7.20.17	Review, Download & Save Letter to Attorney Simon re EDCR 2.34 Notice	0.30
7.20.17	Review, Download & Save Lange Plumbing's 8 th Supplemental Disclosures	0.30
7.21.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines	0.30
7.21.17	Review email from DSS to Pancoast re meet and confer	0.20
7.21.17	Email chain with attachment with DSS re documents being sent to expert	0.25
7.21.17	Email to Hastings requesting the readings for the Edgeworth home	0.15
7.21.17	Email to Don Koch re status of report	0.15
7.21.17	Review email from client re Viking giving us info on all sprinkler heads	0.15
7.21.17	Review email and link from client re Viking v. Harold Rodgers case in CA and response	0.50
7.22.17	Email to Don Koch with additional documents for his review	0.15
7.23.17	Review email and attachments from client re Viking tests	0.50
7.23.17	Review email from client re his opinion on the Vollmer gray report	0.25
7.23.17	Review email from client re UL 1626 bath test	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.24.17	Review, Download & Save J. Pancoast Letter to D. Simon	0.30
7.24.17	Review and respond to Rush Porter re Kevin Hasting's CV and testimony list	0.15
7.24.17	Email to Hastings requesting his CV for his report	0.15
7.24.17	Email chain to Don Koch re model from Purvis	0.25
7.24.17	Email chain with client re Harold Rogers contact	0.25
7.24.17	Review email and dropbox link from client re another VK457 failure	0.50
7.24.17	Review email from client re facts about attic we should know and analysis	0.25
7.24.17	Review email from client re number of days it was 100 degrees	0.15
7.24.17	Email chain with client re Purvis model being sent to Koch	0.25
7.24.17	Email chain with client re Viking supplemented any emails re the Edgeworth case	0.20
7.24.17	Review summary email from client re his theory on Viking's temperature position	0.50
7.24.17	Review email from DSS to client re kreason depo	0.15
7.24.17	Review email from DSS re Kreason depo	0.15
7.24.17	Review email from DSS re re-noticing Carnahan depo and response	0.15
7.24.17	Email chain with DSS re contacting Harold Rodgers	0.15
7.24.17	Review email from DSS to Pancoast re Rog Response No. 4	0.15
7.24.17	Review email from DSS re drafting Rimkus subpoena for other sprinklers and response	0.15
7.25.17	Email chain with DSS re vacating status check on Lange sanctions	0.25
7.25.17	Email to Sia re signature page for 7.12.17 DCRR	0.15
7.25.17	Email to Pancoast re missing documents from Viking's 6 th ECC Supplement	0.25
7.25.17	Review email and attachments from client re important documents of the VK457 that we need to understand	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.25.17	Review email from client and deposition cite from Martorano deposition re number of activations	0.15
7.25.17	Review email from client and inquiries into the case re Viking's disclosure of number of activations	0.15
7.25.17	Review email from client re UL 1626 requesting us to locate document in Viking's disclosure	0.50
7.25.17	Review email from client re summary of issues about Viking client would like us to explore	0.50
7.25.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc,'s Second Supplemental Answers to Plaintiffs' Interrogatories	0.30
7.25.17	Call with DSS	0.15
7.25.17	Review, Download & Save Subpoena Duces Tecum for the NRCP 30(b)(6) Designee of the Viking Corporation	0.30
7.25.17	Review, Download & Save Third Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of the Viking Corp	0.30
7.25.17	Review, Download & Save SDT – for Robert Carnahan, P.E.	0.30
7.25.17	Review, Download & Save Third Amended Notice of Video Deposition of Robert Carnahan,P.E. Duces Tecum	0.30
7.25.17	Review, Download & Save SDT – for the Custodian of Records for Rimkus Consulting Group, Inc.	0.30
7.25.17	Review, Download & Save Notice of Deposition Duces Tecum of The Custodian of Records Rimkus Consulting Group, Inc	0.30
7.25.17	Review, Download & Save Subpoena Duces Tecum for The NRCP 30(b)(6) PMK for Zurich Insurance Company	0.30
7.25.17	Review, Download & Save Notice of Deposition of the NRCP 30 (b)(6) PMK Zurich Insurance Company	0.30
7.26.17	Review, Download & Save DCRR	0.30
7.26.17	Review, Download & Save DCRR	0.30
7.26.17	Review, Download & Save DCCR	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.26.17	Review, Download & Save Plaintiffs 2 nd Set of Interrogatories to Defendants The Viking Corp	0.30
7.26.17	Review, Download & Save Plaintiffs 2 nd Set of Requests for Production to Defendants The Viking Corporation	0.30
7.26.17	Review, Download & Save DCRR	0.30
7.26.17	Review email from DSS to Pancoast re Nationwide case	0.15
7.26.17	Review email and attachment from client re drawings and what client's staff can re-draw	0.25
7.26.17	Review email and attachment from client re mechanical engineering points client wants to talk to experts about and analysis	0.50
7.26.17	Review email from client re King County case	0.15
7.26.17	Review email from client re inquires why Viking was not disclosing premature activations	0.15
7.27.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Motion for Protective Order and Request for OST	0.30
7.27.17	Review, Download & Save Defendant Lange Plumbing, LLC 's Joinder to Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective order	0.30
7.27.17	Review, Download & Save SDT COR Rimkus Consulting Group, Inc.	0.30
7.27.17	Review, Download & Save Plaintiffs 1 st Set of Requests for Production to Defendants The Viking Corporation	0.30
7.28.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
7.28.17	Review email from client re important photo evidence and review document cited in email	0.25
7.31.17	Review email and deposition testimony cite from client re Viking not aware of documentation	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.1.17	Review email from DSS to Janelle re service of Zurich directly	0.15
8.1.17	Review, Download & Save Letter from J. Pancoast to D. Simon re. Amended Subpoena	0.30
8.1.17	Review, Download & Save The Viking Corp Verification Page to Second Supplemental Answer to Plaintiffs' Interrogatories	0.30
8.1.17	Review, Download & Save Letter for J. Pancoast to D. Simon	0.30
8.2.17	Review, Download & Save SDT for Zurich	0.30
8.2.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc. 17 th Supplemental Disclosure	0.30
8.2.17	Review email from DSS to Pancoast re service of documents from recent production	0.15
8.3.17	Review email and attachment from client re an email that Viking "expects their findings to be shared"	0.25
8.3.17	Review email and attachment from client re UK threat by Viking	0.25
8.4.17	Email Chain with attachments with Sia re sanctions check	0.20
8.4.17	Review email and attachment from client re non-conforming hold	0.25
8.4.17	Review email and pictures from client re cut open VK457	0.25
8.4.17	Review, Download & Save SDT Angela Edgeworth	0.30
8.4.17	Review, Download & Save SDT Margaret Ho	0.30
8.4.17	Review, Download & Save SDT Colin Kendrick	0.30
8.7.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Motion for Protective Order No. 2 and Request for OST	0.30
8.7.17	Review, Download & Save SDT Mark Giberti	0.30
8.7.17	Review, Download & Save SDT PMK of Edgeworth Family Trust	0.30
8.7.17	Review, Download & Save SDT PMK of American Grating	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.7.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Request for Production to Giberti Construction, LLC	0.30
8.7.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Interrogatories to Giberti Construction, Inc.	0.30
8.7.17	Review, Download & Save Notice of Taking the Deposition of Mark Giberti	0.30
8.7.17	Review, Download & Save SDT for Mark Giberti	0.30
8.7.17	Review, Download & Save Notice of Taking the Deposition of NRCP 30(b)(6) Person Most Knowledgeable for American Grating, LLC	0.30
8.7.17	Review, Download & Save Notice of Taking the Deposition of NRCP 30(b)(6) Person Most Knowledgeable for Edgeworth Family Trust	0.30
8.7.17	Review, Download & Save Notice of Taking the Deposition of Angela Edgeworth	0.30
8.7.17	Review, Download & Save Notice of Taking Deposition for Kendrick Colin	0.30
8.7.17	Review, Download & Save SDT for Kendrick Colin	0.30
8.7.17	Review, Download & Save Notice of Deposition of Margaret Ho	0.30
8.7.17	Review, Download & Save SDT for Margaret Ho	0.30
8.7.17	Review email and attachment from client re defective head activations and comparison to Martorano testimony of 46	0.75
8.7.17	Review email and attachments from client re documents client would like to talk to expert about, including denial letters, material hold, exponent letter	0.75
8.7.17	Review email from client re his theory that people were being promoted despite cover-up	0.15
8.7.17	Email chain with DSS re Colin Kendrick and Margaret Ho	0.15
8.7.17	Review email from DSS re missed call from Fred Knez	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.7.17	Review email from DSS re drafting motion to amend to add Viking Corp and response	0.15
8.8.17	Email to Jessica Rogers re mandarin interpreter for Margaret Ho	0.15
8.8.17	Email chain with Ure re order to extend discovery	0.25
8.8.17	Email to Zamiski with additional documents for his review	0.15
8.8.17	Email to Zamiski requesting CV for expert disclosure	0.15
8.8.17	Review email and attachment from client re the cut open VK457 pic	0.25
8.8.17	Review email from client re labeling pictures	0.15
8.8.17	Review email and attachment from client re VK457 pic	0.25
8.8.17	Review email and attachments from client re Viking's pictures in reports and in powerpoints and analysis	0.50
8.8.17	Email chain with DSS re Viing's position of Martorano depo confidential	0.15
8.8.17	Email chain with DSS re documents still needed from Zamiski for expert disclosure	0.15
8.8.17	Review email from DSS re requesting hearing transcripts from Court and response	0.15
8.8.17	Call with DSS	0.10
8.8.17	Call with DSS	0.25
8.8.17	Call with DSS	0.25
8.9.17	Call with DSS	0.25
8.9.17	Call with DSS	0.10
8.9.17	Call with DSS	0.10
8.9.17	Review email from DSS re draft of motion to compel discovery from Viking and response	0.25
8.9.17	Email chain with DSS re draft notices for Viking employees in Michigan and notice of site inspection	0.40
8.9.17	Email chain with DSS re expert disclosure and addition of non-retained experts	0.30
8.9.17	Email chain with DSS re documents to send to Hastings from recent Viking productions	0.15
8.9.17	Review email chain with expert re what testing has to be done by UL	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.9.17	Review email and attachment from DSS and request to supplement fireplace pic and response	0.15
8.9.17	Email to Olivas requesting CV and hourly rate for expert disclosure	0.15
8.9.17	Email to Hastings with additional documents for his review	0.15
8.9.17	Review and respond to email from Beth Bernal with Vollmer Grey wit Zamiski CV and testimony list	0.15
8.9.17	Email chain with client re all of the Viking productions and my summary response after review of all 7 supplements	2.5
8.9.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s 8 th Supplemental Disclosures Pursuant to NRCP 16.1	0.30
8.10.17	Review and respond to email from Julie Lord (Dept.10 clerk) re spelling an final version of the hearing transcripts	0.30
8.10.17	Email to Hastings with additional documents for his review	0.15
8.10.17	Email chain with client re UL documents in Viking's 8 th ECC Supplement	0.25
8.10.17	Email chain with client re clarification in Scott's deposition	0.15
8.10.17	Review email from client re load on link and which of our experts can test	0.15
8.10.17	Review email from client re constraints on what he can and cannot say	0.15
8.10.17	Review email from client re Viking v. FSS and Thorpe case and review document referenced in email	0.25
8.10.17	Review email from client re former CEO Kevin Ortyl and review documents referenced in email	0.25
8.10.17	Email chain with client re a Viking email without an attachment and review of all documents referenced by client	0.75
8.10.17	Review email from client re requesting me to upload documents and response	0.25
8.10.17	Review and respond to Shari Adair re Don Koch invoice	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.10.17	Review email from client re written discovery questions he wants to send to Viking	0.25
8.10.17	Email chain with DSS re Plaintiff's ECC Supp	0.15
8.10.17	Email chain with DSS re sending documents to Hastings	0.15
8.10.17	Review email chain with client re dates and times for Margaret Ho's deposition	0.15
8.10.17	Email chain with DSS re UL documents being sent to experts	0.15
8.10.17	Review email from DSS re printing specific document and response	0.15
8.10.17	Review email from DSS to client re load on link opinion	0.15
8.10.17	Email chain with DSS re Rimkus objection and drafting motion to compel	0.25
8.11.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s 9 th Supplemental Disclosures Pursuant to NRCP 16.1	0.30
8.11.17	Review email from DSS re prepare motion to amend to add Viking group and response	0.15
8.11.17	Review email from DSS re drafting written discovery based off of questions drafted by client and response	0.50
8.11.17	Review email from DSS re documents to be printed from Hastings and response	0.15
8.11.17	Review email from DSS re drafting written discovery based off of questions drafted by client and response	0.50
8.11.17	Review email and 13page attachment from client regarding Scott Martorano depo testimony and analysis of client's summary	2.75
8.11.17	Review email from client re client's questions for Viking and analyze	0.75
8.11.17	Review email from client re his summary of information he wanted to share with experts, review documents referenced in client's summary and analyze	1.25
8.11.17	Email chain from client re Margaret Ho availability	0.25
8.12.17	Review email and attachment from client re written discovery client would like sent to Viking and analysis of questions	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.12.17	Call with DSS	0.15
8.13.17	Review email from client re written discovery client would like sent to Viking and analysis of questions and discussion with DSS	1.25
8.14.17	Email to client with all Viking expert reports	0.15
8.14.17	Review, Download & Save Plaintiffs Edgeworth Family Trust and American Grating, LLC's Initial Designation of Expert Witnesses and Reports (E-file, no reports attached)	0.30
8.14.17	Review, Download & Save Plaintiffs' Edgeworth Family Trust and American Grating, LLC's Initial Designation of Expert Witnesses and Reports (E-served, reports attached)	0.30
8.14.17	Review, Download & Save Plaintiffs' 2 nd Set of Requests for Admission to Defendants the Viking Corp	0.30
8.14.17	Review, Download & Save Plaintiffs 3 rd Set of Requests for Production to Defendants	0.30
8.14.17	Review, Download & Save Plaintiffs' 3 rd Set of Interrogatories to Defendants the Viking Corp	0.30
8.14.17	Review, Download & Save Defendants The Viking Corp and Supply Network Inc 10 th Supplemental Disclosures Pursuant to NRCP 16 a 1	0.30
8.14.17	Review, Download & Save Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.	0.30
8.14.17	Review, Download & Save Lange's 9 th Supplemental Disclosures	0.30
8.14.17	Review, Download & Save Lange's Designation of Expert Witnesses	0.30
8.14.17	Review, Download & Save Defendant Giberti Construction, LLC's Initial Expert Disclosures	0.30
8.14.17	Review, Download & Save Subpoena Duces Tecum of the Custodian of Records for Rimkus Consulting Group, Inc.	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.14.17	Review, Download & Save Re – Notice of Deposition Duces Tecum of the Custodian of Records for Rimkus Consulting Group, Inc.	0.30
8.14.17	Review, Download & Save The Viking Corp and Supply Network, Inc.'s Designation of Expert Witnesses	0.30
8.14.17	Review, Download & Save Transcript of Proceedings All Pending Motions Tuesday, March 7, 2017	0.30
8.14.17	Review, Download & Save Transcript of Proceedings All Pending Motions Tuesday April 25, 2017	0.30
8.14.17	Email to client re Defendant's Expert Reports uploaded to dropbox	0.15
8.14.17	Review email and link from client re guy in Florida who experienced flood	0.25
8.14.17	Email chain re load on link tests and corresponding documents produced in our case	1.25
8.14.17	Review email from client re dropbox; creation of central Edgeworth dropbox and uploading all documents into dropbox	0.50
8.14.17	Review email from client re difference if changed to greater or equal	0.15
8.14.17	Review email and attachments from client re National hourly weather data from Henderson	1.0
8.14.17	Email chain with DSS re Jennifer Brock with Zurich re SDT	0.25
8.14.17	Review email from DSS to Pancoast re expert reports not attached to disclosure	0.15
8.14.17	Review email and attachment from DSS re txt searchable version of UL	0.25
8.15.17	Email to Hastings with additional documents for his review	0.15
8.15.17	Email chain with client re missing documents; review of file for documents and response	0.75
8.15.17	Review email from client re Hasting's attic temperatures	0.15
8.15.17	Review email from client re 561 Fox Hill	0.15
8.15.17	Review email and attachments from client re Henderson weather	0.75

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.15.17	Review, Download & Save Subpoena Duces Tecum for Devin O'Dell	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Devin O'Dell Duces Tecum	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Scott Franson	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Scott Franson Duces Tecum	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for James Golinveaux	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Jeff Norton	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of James Golinveaux Duces Tecum	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Jeff Norton Duces Tecum	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Tom O'Connaw	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Sherri Simmons	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Tom O Connor Duces Tecum	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Sherri Simmons Duces Tecum	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Mike Bosma	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Mike Bosma Duces Tecum	0.30
8.15.17	Review, Download & Save Plaintiffs' Opposition to Defendant the Viking Corp and Supply Network, Inc.'s Motions for Protective Orders and Requests for OST	0.30
8.15.17	Review, Download & Save Viking's Letter re Violation of Protective Order	0.30
8.16.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 12 th Supplemental Disclosures	0.30
8.16.17	Review, Download & Save Plaintiffs' Notice of Entry Upon Land/Site Inspection	0.30
8.16.17	Review, Download & Save- Subpoena Duces Tecum for Kevin Ortyl	0.30
8.16.17	Review, Download & Save Notice of Video Deposition of Kevin Ortyl Duces Tecum	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.16.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's 8 th Supplement to Early Case Conference Witness and Exhibit List	0.30
8.16.17	Review, Download & Save Proof of Service	0.30
8.16.17	Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s 11 th Supplemental Disclosures Pursuant to NRCP 16(a)(1)	0.30
8.16.17	Email to Zamiski with additional documents for his review	0.15
8.16.17	Review email from client re number of activations and client's analysis	0.75
8.16.17	Email to client re all disclosures (ECC and expert) uploaded into dropbox	0.15
8.16.17	Email to client with Viking's 12 th ECC Supp	0.15
8.16.17	Email chain with client regarding missing documents; review of file for documents and response	1.50
8.16.17	Email chain with DSS and client re number of hours heat exceeded 100 degrees	0.15
8.16.17	Review email from DSS re Don Koch availability and response	0.15
8.16.17	Email chain with DSS re expert reports	0.25
8.16.17	Review email and attachments from DSS re Lange expert reports	0.25
8.16.17	Review email from DSS to Pancoast re depositions set for 9/8/17	0.15
8.16.17	Email chain with DSS re Viking's 12 th ECC Supplement and uploading docs to Dropbox	0.15
8.16.17	Review email from DSS to Fred Knez e deposition dates for Harold Rodgers	0.15
8.16.17	Email chain re deposition scheduling of Michigan Viking employees	0.25
8.16.17	Email to DSS re summary of Viking document dumps	1.75
8.17.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Reply Re: Motions for Protective Order [Nos. 1&2]	0.30
8.17.17	Review, Download & Save Plaintiffs' Motion to Compel Viking Documents and for Sanctions on OST	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.17.17	Email chain with DSS re sending Mark Giberti City of Henderson documents	0.15
8.17.17	Review email from DSS to Pancoast re document dumps	0.25
8.17.17	Email chain with DSS re motion to compel	0.15
8.17.17	Email chain with DSS re reports being sent to Zamiski	0.15
8.17.17	Email chain with Ure re receipt of Plaintiff's Motion to Compel Viking on OST	0.25
8.17.17	Email to Hastings with additional documents for his review	0.15
8.17.17	Email to Olivas with additional documents for his review	0.15
8.17.17	Email to Zamiski with additional documents for his review	0.15
8.17.17	Review email from client and response re location of the VIK documents in dropbox	0.25
8.17.17	Email chain with client re location and review of documents in Viking's 6 th Supplement; review of Viking entire 6 th supplement for client's requested docs	2.75
8.17.17	Email chain with client re city of Henderson documents	0.25
8.17.17	Review email from client re MSJ against Lange	0.15
8.18.17	Email to Hastings re request for him to Fed-Ex binder back	0.15
8.18.17	Review email from client re "just one family or house etc."	0.15
8.18.17	Email chain with client re Viking motion for protective order	0.20
8.18.17	Email chain with client re claim from Portland Winnelson	0.20
8.18.17	Review email from client re Viking's Motion and assertion re loan payment and client's opinion	0.25
8.18.17	Review email from DSS to Pancoast re Martorano verifications	0.15
8.18.17	Review, Download & Save Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum	0.30
8.18.17	Review, Download & Save Notice of Association of Counsel	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.18.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Opposition to Plaintiffs' Motion to Compel	0.30
8.18.17	Review, Download & Save ROC – Motion to Compel Viking Documents on OST	0.30
8.19.17	Review email from client re exponent report rationale	0.25
8.19.17	Review email and attachment of Viking powerpoint of residential sprinklers installation heat source from client re exponent report from 2015 and the	0.50
8.20.17	Email chain with Brian Garelli re documents to review for expert report	0.25
8.20.17	Call with DSS	0.10
8.20.17	Review email and attachments from client re Scott reference to database for number of activations	0.25
8.20.17	Review email from client re FSS discovery docs produced in Viking supplement	0.15
8.20.17	Email chain with client re Viking document dump	0.25
8.20.17	Review email from client re example that VK457 is extraordinary	0.25
8.20.17	Review email and attachment from client re Motion to compel	0.50
8.20.17	Review email from DSS re printing email of missing Viking documents and response	0.25
8.21.17	Review, Download & Save Reply to Viking's Opposition to Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST	0.30
8.21.17	Email chain with DSS re Motion to Compel Rimkus	0.15
8.21.17	Review email and attachment from DSS re preparing commission to take out of state depo of Harold Rodgers and response	0.25
8.21.17	Email chain with DSS re new requests for production	0.15
8.21.17	Email chain with DSS re notice and SDT to 30(b)(6) or Reliable and 30(b)(6) of Tyco	0.25
8.21.17	Review email from Tashia Garry re Viking's 11 th ECC Supp	0.15
8.21.17	Email to Sia, Pancoast, Nunez re revised 7.12.17 DCRR	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.21.17	Review email from client re Reliable and Tyco depositions	0.15
8.21.17	Email chain with client re motion to compel and Viking motion for protective order	0.50
8.21.17	Review email from client re "rules of thumb" re screw/bolt and attachments	0.75
8.21.17	Email to Mr. Poland re Plaintiff's Motion to compel Rimkus	0.15
8.21.17	Email to client re Reply to Motion to Compel Viking	0.15
8.21.17	Review email from client re adding Angela to dropbox	0.25
8.22.17	Review email and attachment from client re Viking residential sprinkler installation publication	0.75
8.22.17	Review, Download & Save Plaintiffs' 4 th Set of Requests for Production to Defendants the Viking Corp	0.30
8.22.17	Review email from DSS re Viking emails	0.15
8.23.17	Email chain with client re nest information	0.25
8.23.17	Email chain with DSS re interior temps of Edgeworth house and what experts to send to	0.15
8.24.17	Review, Download & Save Plaintiffs' 3 rd Set of Requests for Admission to Defendants the Viking Corp	0.30
8.24.17	Email chain with Zamiski re sending more sprinklers to Vollmer Gray and the Fed-Ex tracking number	0.25
8.24.17	Review and respond to email from Susan Carbone re Sia signature page for DCRR	0.15
8.24.17	Review email from client re request for photos of bent lever bars and over screwed load screws; review of file and response with requested documents	1.25
8.25.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's First Supplement to its Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
8.25.17	Email to Crane Pomerantz re additional documents for review	0.25
8.25.17	Email chain with client re PDF of Margaret's promissory note and response	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.27.17	Review email from DSS re printing several copies of bent lever bars	0.15
8.28.17	Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs Second Interrogatories	0.30
8.28.17	Email to client with summary and attachments for Thorpe and FSS case dockets	1.5
8.28.17	Email to Pancoast re DCRR template	0.15
8.28.17	Email to Crane Pomerantz with additional documents for his review	0.15
8.29.17	Email chain with Pancoast re calendar and hearings	0.25
8.29.17	Email chain with Ure re pick up of signature page for the 7.12.17 DCRR	0.15
8.29.17	Email to Don Koch with additional documents for his review	0.15
8.29.17	Review email from client re Thorpe and UL	0.25
8.29.17	Review email from client requesting Viking answers and response email with answers to client	0.50
8.29.17	Review email from client re Colin Kendrick's contact information	0.15
8.29.17	Call with DSS	0.25
8.29.17	Review email from client re depositions of Colin, Angela and Brian	0.15
8.29.17	Review email from DSS re delivery of Koch binder and response	0.15
8.29.17	Review email from DSS to Pancoast re heat invitation	0.15
8.29.17	Review email from DSS to Pancoast re deficient 2 nd set of Rogs	0.15
8.29.17	Review email from DSS re Jay McConnell phone call	0.15
8.29.17	Review, Download & Save Order granting Giberti Construction, LLC's Motion to Extend Discovery Deadlines (1 st Request)	0.30
8.29.17	Review, Download & Save Defendant The Viking Corp Responses to Plaintiffs' Second Request for Production of Documents	0.30
8.29.17	Review, Download & Save Defendant The Viking Corp Responses to Plaintiffs' First Request for Production of Documents	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.29.17	Review, Download & Save Letter to D. Simon from J. Pancoast re. PMK Deposition Documents	0.30
8.30.17	Email chain with DSS re Viking's responses to Lange	0.50
8.30.17	Email to Hastings with additional documents for his review	0.15
8.30.17	Review email from client re questions client would like to ask Viking PMK Scott Martorano	0.50
8.30.17	Email chain with client re Thorpe and FSS case dockets	1.25
8.30.17	Review, Download & Save Notice of Entry of Order Granting Giberti Construction LLC's Motion Extend Discovery Deadlines	0.30
8.30.17	Review, Download & Save Defendant Supply Network, Inc.'s Objection to Subpoenas	0.30
8.30.17	Review, Download & Save Defendant The Viking Corporation's Supplemental Responses to Plaintiff's Second Set of Interrogatories	0.30
8.31.17	Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc. dba Viking SupplyNet Opposition to Plaintiffs Motion to Amend Complaint to Add Viking Group, Inc.	0.30
9.1.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Harold Rodgers	0.30
9.1.17	Call with DSS	0.25
9.1.17	Call with DSS	0.25
9.1.17	Review, Download & Save Commission To Take Deposition Outside the State of Nevada of Harold Rodgers	0.30
9.1.17	Review, Download & Save Subpoena Duces Tecum for Harold Rodgers	0.30
9.1.17	Review, Download & Save Notice of Video Deposition of Harold Rodgers Duces Tecum	0.30
9.1.17	Review, Download & Save Motion to Associate Counsel (Kenton L. Robinson)	0.30
9.1.17	Review, Download & Save Motion to Associate Counsel (John McConnell)	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.1.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's Second Supplement to Its Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
9.1.17	Email to Pancoast, Nunez, Sia, Robinson re mediation date	0.15
9.1.17	Review email from Bartlett re ZAIC deposition notice and subpoena	0.15
9.1.17	Email to Hastings with additional documents for his review	0.15
9.1.17	Email to Zamiski with additional documents for his review	0.15
9.1.17	Review email from client re VIKZ documents with addresses and request for list to cross reference; review of the VIKZ documents as relating to this email	1.75
9.2.17	Review email from client re missing documents and his creation of master index; review documents referenced in email	2.0
9.2.17	Email chain with client and DSS re UL definition of 1626	0.50
9.4.17	Review email from client re Carnahan report and questions client has for Zamisky and Hastings and review attachments	1.25
9.4.17	Review email from client re VKPC documents and respond	0.15
9.4.17	Review email and attachments from client re deception and lies to the public by Viking	2.75
9.4.17	Review email from client re RSS v. Viking case	0.15
9.2.17	Review email and attachments from DSS re UL's public definition of 1626 and response	0.50
9.5.17	Review email from DSS to Jen re amount of money owed to Carnahan for depo and response	0.15
9.5.17	Review email from DSS re re-serving depo notice for ZAIC and response	0.25
9.5.17	Email chain with DSS re re-scheduling depo of Harold Rodgers and PMK of EFT and AG	0.20
9.5.17	Email chain with DSS re discussing various issues re Edgeworth	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.5.17	Review, Download & Save Non – Party Rimkus Consulting Group, Inc. ‘s Opposition to Plaintiffs’ Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum and Counter-Motion to Quash, and Motion to Protective Order	0.30
9.5.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC’s Ninth Supplement to Early Case Conference Witness and Exhibit List	0.30
9.5.17	Review, Download & Save Plaintiffs’ Limited Opposition to Viking’s Motions to Associate Counsel on an OST	0.30
9.5.17	Review, Download & Save SO – Subpoena Duces Tecum for the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company	0.30
9.5.17	Review, Download & Save Amended Notice of Deposition of the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company Duces Tecum	0.30
9.5.17	Email chain with Nunez, Pancoast, Sia re mediation	0.15
9.5.17	Email to Bartlett re Amended Notice of 30(b)(6) deposition of Zurich	0.15
9.5.17	Email to Hastings with additional documents for his review	0.15
9.5.17	Email to Zamiski with additional documents for his review	0.15
9.5.17	Email to Don Koch with additional documents for his review and review of his response	0.25
9.5.17	Email to Crane Pomerantz with additional documents for his review	0.15
9.5.17	Review email from client re load on link QA records and attachments	1.0
9.5.17	Email chain with client re Viking design documents and response to client	0.25
9.5.17	Review email from client re Vk457 production numbers from from 11/2013 to 11/2014	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.5.17	Review email from client re documents that the client would like emailed to him; review of file for documents and response	1.25
9.5.17	Review email from client re spring compression fraud	0.25
9.5.17	Call with DSS	0.15
9.6.17	Call with DSS	0.25
9.6.17	Call with Pancoast	0.25
9.6.17	Call with DSS	0.15
9.6.17	Review email from DSS re adding additional topic to UL 30(b)(6) notice and response	0.15
9.6.17	Review email from DSS to Bartlett re ZAIC subpoena and ZAIC position	0.40
9.6.17	Review email and download deposition from Oasis Reporting (Martorano Vol.2)	0.25
9.6.17	Review email from client re exhibits contained in Viking production and attachments and analyze	1.5
9.6.17	Review email from client re 12lb load on link info and testing	0.25
9.6.17	Email chain with Pancoast, Sia, Ure re 8.23.17 DCRR and proposed changes	0.50
9.6.17	Review email from client re weather expert's deception in his report and attachments	1.25
9.7.17	Review email and download link from Jessica Rogers with Carnahan job file	0.25
9.7.17	Review email from Sia re carrier at mediation	0.15
9.7.17	Call with DSS	0.15
9.7.17	Email to client link to Carnahan job file	0.15
9.7.17	Email to Janet re not able to agree to home inspection after discussion with DSS	0.25
9.7.17	Review email from client re UL follow up program and review of documents referenced in email	1.20
9.7.17	Review email from client re review of Pancoast disclosure and attachment	0.25
9.7.17	Review email from client re Exponent billing	0.15
9.7.17	Review email from client re emails contained in Rob Carnahan file and review of documents referenced in email	0.75

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.7.17	Email chain to DSS re Carnahan job file produced by Viking morning of deposition	0.25
9.7.17	Review email and attachment from DSS document to include in Motion to Strike and response	0.25
9.7.17	Email chain with DSS re mediation agreement	0.15
9.8.17	Review email from DSS to Sia re Kinsale carrier present at mediation	0.15
9.8.17	Review email from DSS re UL expert and request to finalize UL depo notice	0.15
9.8.17	Email chain with DSS re 8/23/17 DCRR and Viking's proposed changes	0.25
9.8.17	Review email from DSS re motions that need to be drafted	0.75
9.8.17	Review email from DSS re new topics for UL depo notice and response	0.50
9.8.17	Email chain with DSS re inspection of Mark Giberti job file by his lawyer	0.15
9.8.17	Email chain with DSS re Motion to Strike Carnahan and Motion to Strike Rosenthal	0.50
9.8.17	Email chain with DSS re ZAIC subpoena and response to ZAIC attorney	0.75
9.8.17	Email chain with DSS re topics in UL depo notice that may violate protective order	1.5
9.8.17	Review, Download & Save Subpoena Duces Tecum for Person Most Knowledgeable for Edgeworth Family Trust	0.30
9.8.17	Review, Download & Save Amended Notice of Taking Deposition of NRCP 30(b)(6) Person Most Knowledgeable Family Trust	0.30
9.8.17	Review, Download & Save Subpoena Duces Tecum for Person Most Knowledgeable for American Grating, LLC	0.30
9.8.17	Review, Download & Save Amended Notice of Taking the Deposition of NRCP 30(b)(6) Person Most Knowledgeable for American Grating, LLC	0.30
9.8.17	Review, Download & Save Subpoena Duces Tecum for the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.8.17	Review, Download & Save Amended Notice of Deposition of the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company Duces	0.30
9.8.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
9.8.17	Review, Download & Save Amended Notice of Deposition for Kendrick Colin	0.30
9.8.17	Review, Download & Save Subpoena Duces Tecum for Colin Kendrick	0.30
9.8.17	Review, Download & Save Amended Notice of Deposition for Margaret Ho	0.30
9.8.17	Review, Download & Save Subpoena Duces Tecum for Margaret Ho	0.30
9.8.17	Email to Bartlett re Amended Notice of Zurich 30(b)(6) Notice	0.15
9.8.17	Review email and attachments from client re the weight the link tears and analyze and discussion with DSS	1.5
9.8.17	Email chain with client re PMK Depo	0.15
9.8.17	Review email from client re impossible to calculate force to sheer link and analyze	0.50
9.8.17	Email chain with client and DSS re Viking's UL expert and review attachments	0.50
9.8.17	Review email from client re points he would like Hastings and Zamiski to address in their reports	0.25
9.8.17	Review email from client re photo fraud and analysis of photo fraud document drafted by client	2.5
9.9.17	Review email from client re requests from Viking before mediation and review of documents referenced in email	1.5
9.9.17	Review email from client re admissions client would like from Viking and draft written discovery	1.5
9.9.17	Email chain with client re history of VC, VIK and VIKZ	0.25
9.9.17	Review email from DSS re additional topics for UL notice and response	0.25
9.10.17	Email chain with client re all deposition dates scheduled and pending and response email after review of calendar and notices	1.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.10.17	Review email from client re objection chart client created during Carnahan depo	0.50
9.10.17	Review email and attachment from client re conversation with expert Zamisky re testing and overtightening of screw and analyze	0.50
9.11.17	Email to Jessica Rogers re Olivas expert report with color photos	0.15
9.11.17	Email to Debbie Holloman at JAMS re mediation agreement	0.15
9.11.17	Email chain with Bartlett re amended deposition notice	0.25
9.11.17	Email to Zamiski with additional documents for his review	0.15
9.11.17	Email to Hastings with additional documents for his review	0.15
9.11.17	Review email from client re mediation scheduling	0.15
9.11.17	Review email from DSS to Pancoast re information Martorano promised in depo	0.15
9.11.17	Email chain with DSS re 8/23/17 DCRR	0.25
9.11.17	Email chain with DSS re Edgeworth case schedule	1.0
9.11.17	Review, Download & Save Defendant Giberti Construction LLC 's Responses to The Viking Corporation's First Set of Interrogatories	0.30
9.11.17	Review, Download & Save Third Party Defendant Giberti Construction LLC's Responses to Viking Corp's First Set of Request for Production	0.30
9.11.17	Review, Download & Save Defendants the Viking Corp and Siupply Network, Inc.'s Motion to Compel Home Inspection and or in the Alternative Motion to Strike Portions of Expert Testimony and OST	0.30
9.12.17	Review, Download & Save Non Party Rimkus Consulting Group, Inc.'s Supplement to Its Opposition to Plaintiffs Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter- Motion to Quash, and Motion for Protective Order	0.30
9.12.17	Call with Client	0.15
9.12.17	Call with Client	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.12.17	Call with DSS	0.15
9.12.17	Review, Download & Save Plaintiffs' Opposition to Defendants the Viking Corporation and Supply Network, Inc.'s Motion to Compel Home Inspection and Or in the Alternative Motion to Strike Portions of Expert Testimony on OST	0.30
9.12.17	Review, Download & Save RPLY- to Defendants the Viking Corp and Supply Network, Inc. dba Viking Supply Net's Opposition to Plaintiff's Motion to Amend the Complaint to Add Viking Group, Inc.	0.30
9.12.17	Review, Download & Save Plaintiffs' Reply to Defendants the Viking Corp and Supply Network, Inc. dba Viking SupplyNet's Opposition to Plaintiffs Motion to Amend the Complaint to Add Viking Group, Inc.	0.30
9.12.17	Review, Download & Save Amended Notice of Taking Deposition of Angela Edgeworth	0.30
9.12.17	Email chain with Zamiski re exhibits for Carnahan depo	0.15
9.12.17	Review email from client re Suggs Report and his discussions with Giberti	0.15
9.12.17	Email chain with client re Viking's motion to strike expert and motion to compel home inspection	0.25
9.12.17	Review email from DSS re Opp to motion to compel inspection	0.15
9.12.17	Review email from DSS re revised reply to motion to amend and response	0.15
9.12.17	Email chain with DSS re motion to compel re heat powerpoint documents	0.15
9.12.17	Review email from DSS to client re rebuttal to Suggs report	0.15
9.13.17	Email chain with DSS re documents being sent to Zamiski	0.15
9.13.17	Review email and attachment from DSS re documents to include in next ECC Supp and response	0.15
9.13.17	Review email from DSS re documents he needs for hearing and response	0.15
9.13.17	Review email from DSS re Michigan Viking employees amended depositions	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.13.17	Review, Download & Save COMM to take out of State Deposition Harold Rodgers	0.30
9.13.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Harold Rodgers	0.30
9.13.17	Review, Download & Save COMM to Take out of State Deposition UL Laboratories	0.30
9.13.17	Review, Download & Save APCOM-Application for Issuance of Commission to Take Out of State Deposition UL Laboratories	0.30
9.13.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition Tyco	0.30
9.13.17	Review, Download & Save COMM to Take Out of State Deposition Tyco	0.30
9.13.17	Review, Download & Save Application of issuance of Commission to Take Out of State Deposition of Reliable	0.30
9.13.17	Review, Download & Save to Take Out of State Deposition of Reliable	0.30
9.13.17	Review, Download & Save COMM to Take Out of State Deposition Viking Group	0.30
9.13.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Viking Group	0.30
9.13.17	Review, Download & Save Amended Order Setting Civil Jury Trial	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Scott Franson	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Scott Franson Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Jeff Norton	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Jeff Norton Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for James Golinveaux	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Sherri Simmons	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.13.17	Review, Download & Save Amended Notice of Video Deposition of James Golinveaux Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Tom O'Connor	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition to Tom O'Connor	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Mike Bosma	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Devine ODell	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Mike Bosma Duces Tecum	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Devin ODell	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Kevin Ortyl	0.30
9.13.17	Review, Download & Save Amended Notice of video Deposition of Kevin Ortyl Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Doug Bensinger	0.30
9.13.17	Review, Download & Save Notice of Video Deposition of Doug Bensinger Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Harold Rogers	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Harold Rogers Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for 30(b)(6) of the Designees of Underwriters Laboratories	0.30
9.13.17	Review, Download & Save Plaintiffs' Amended Notice of Entry Upon Land / Site Inspection	0.30
9.13.17	Review, Download & Save Plaintiffs' 5 th Set of Requests for Production to Defendants the Viking Corporation	0.30
9.13.17	Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of Underwriters Laboratories, Inc.	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.13.17	Review, Download & Save Plaintiffs' 4 th Set of Interrogatories to Defendants the Viking Corporation	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for NRCP 30(b)(6) of Designees of Viking Group, Inc.	0.30
9.13.17	Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of Viking Group, Inc.	0.30
9.13.17	Review, Download & Save Plaintiffs' 4 th Set of Requests for Admission to Defendants the Viking Corp	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for NRCP 30(b)(6) of Designees of Tyco Fire Protection Products	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for NRCP 30(b)(6) of Designees of Reliable Automatic Sprinkler Company, Inc	0.30
9.13.17	Review, Download & Save Notice of video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) Of Designees of Tyco Fire Protection Products	0.30
9.13.17	Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of Reliable Automatic Sprinkler Company, Inc.	0.30
9.13.17	Review, Download & Save Order Admitting to Practice (Kenton L. Robinson)	0.30
9.13.17	Review, Download & Save Order Admitting to Practice (John W. McConnell III)	0.30
9.13.17	Review email from Sia re current fees and costs	0.15
9.13.17	Review email from Robinson re deposition dates for Zamiski, Hastings, Olivas	0.15
9.14.17	Email chain with Robinson re Simmons deposition notice	0.25
9.14.17	Email chain with Ure re Giberti inspection of documents at office	0.25
9.14.17	Email to Zamiski with additional documents for his review	0.15
9.14.17	Review email from Don Koch re documents and his position	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.14.17	Review email and attachment from client re Bert Howe report	1.0
9.14.17	Email chain with client re documents Zamiski needs	1.0
9.14.17	Review email and attachments re investor emails	0.25
9.14.17	Review email from client re Howe report	0.15
9.14.17	Call with Client	0.15
9.14.17	Call with Client	0.40
9.14.17	Email chain with client re discussion about hearing	0.15
9.14.17	Email to Crane Pomerantz with additional documents for his review	0.25
9.14.17	Review, Download & Save Non – Party Rimkus Consulting Group, Inc.’s Opposition to Plaintiffs’ Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum and Opposition to Counter-Motion to Quash and Motion Protective Order	0.30
9.14.17	Review, Download & Save Defendant the Viking Corporation’s Responses to Plaintiffs Third Interrogatories	0.30
9.14.17	Review, Download & Save Defendant the Viking Corporation’s Responses to Plaintiffs’ Third Requests for Production of Documents	0.30
9.14.17	Review, Download & Save Defendant The Viking Corporation’s Responses to Plaintiffs’ Second Requests for Admissions	0.30
9.14.17	Review, Download & Save Amended Notice of Taking the Deposition of Angela Edgeworth	0.30
9.14.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC’s Third Supplement to its Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
9.14.17	Email chain with DSS re Ure coming to inspect Giberti file	0.15
9.14.17	Review email and attachment from DSS re PMK depo pages from client for motion to strike	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.14.17	Review email from DSS re new dates to send to Robinson re expert depositions	0.15
9.15.17	Review email and attachment from DSS re Viking BlazeMaster piping ratings attachment and request to send to Koch	0.25
9.15.17	Review email and attachment from DSS re allowable attic temps and request to send to Koch	0.25
9.15.17	Review email from DSS to Bartless re ZAIC subpoena	0.15
9.15.17	Email chain with DSS re exhibits for Angela's depo	0.15
9.15.17	Email chain with DSS re depo notice of Nate Wittasek	0.25
9.15.17	Email chain with DSS re sending Pancoast UL letter to all experts	0.20
9.15.17	Email chain with DSS re 2.34 for Viking re deficient written discovery responses	0.15
9.15.17	Email chain with DSS re Viking's "searchable index"	0.25
9.15.17	Email chain with DSS re subjects for Viking 30(b)(6) about minimax	0.30
9.15.17	Review, Download & Save Amended Notice of Telephonic 2.34 Conference with Viking Defendants	0.30
9.15.17	Review, Download & Save Notice of Telephonic 2.34 Conference with Viking Defendants	0.30
9.15.17	Review, Download & Save Amended Notice of Taking Deposition of Sherri Simmons Duces Tecum	0.30
9.15.17	Email to Hastings with additional documents for his review	0.15
9.15.17	Email chain with client re hourly temps and info sent to Koch	0.25
9.15.17	Review email and link from Don Koch for DSS	0.25
9.15.17	Email to Zamiski with additional documents for his review	0.15
9.15.17	Email to Don Koch with additional documents for his review	0.15
9.15.17	Review email and attachment from client re UL Testing descriptions	1.25
9.15.17	Email to Crane Pomerantz with additional documents for his review	0.15

INVOICE FOR ASHLEY M. FERREL
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9.16.17	Call with DSS	0.15
9.17.17	Email chain and attachments with client and DSS re what documents experts need	1.0
9.17.17	Email to Don Koch requesting CV for expert disclosure	0.15
9.17.17	Review email from client re David Suggs report and response	0.25
9.17.17	Review email and attachment from DSS re Brian Garelli CV	0.15
9.17.17	Email chain with DSS re adding depo testimony in Carnahan motion to compel	0.15
9.18.17	Email chain with DSS re documents being sent to Hastings	0.15
9.18.17	Review email from DSS re stuff to add to Carnahan motion to compel	0.20
9.18.17	Review email from DSS re changing Rosenthal motion to OST and response	0.15
9.18.17	Review email from DSS re providing expert depo dates for Olivas to Robinson and response	0.15
9.18.17	Email chain with DSS re Brian Garelli documents for expert disclosure	0.20
9.18.17	Review email from DSS re Colin Kendrick depo	0.15
9.18.17	Review email from DSS re documents sent by client and request to forward to Koch	0.15
9.18.17	Call with Client	0.15
9.18.17	Call with Client	0.15
9.18.17	Email chain with DSS re meet and confer with Pancoast on motion to compel	0.20
9.18.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's Rebuttal Designation of Expert Witnesses and Reports (E-file- no reports attached)	0.30
9.18.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's Rebuttal Designation of Expert Witnesses and Reports (Service only- reports attached)	0.30
9.18.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc's 13 th Supplemental Disclosures Pursuant to NRCP 16(a)(1)	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.18.17	Review, Download & Save The Viking Corporation and Supply Network, Inc's Supplemental Designation of Expert Witness	0.30
9.18.17	Review, Download & Save Lange Plumbing's 10 th Supplemental 16.1 Disclosures	0.30
9.18.17	Review, Download & Save Lange Plumbing's Designation of Rebuttal Expert Witnesses	0.30
9.18.17	Review, Download & Save Notice of Deposition of Gerald Zamiski	0.30
9.18.17	Review, Download & Save Notice of Deposition of Kevin Hastings	0.30
9.18.17	Review, Download & Save Notice of Taking Deposition – John Olivas	0.30
9.18.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's 4 th Supplement to its Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
9.18.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's Designation of Rebuttal Expert Witnesses	0.30
9.18.17	Review email and download rough deposition from Oasis Reporting (Angela Edgeworth)	0.25
9.18.17	Review email from Colin Kendrick re deposition	0.15
9.18.17	Review email and respond to email from Bill LaBorde with Oasis re rough transcript	0.15
9.18.17	Email chain with Bartlett re meet and confer	0.25
9.18.17	Review email from client re American Grating hourly billing rate	0.15
9.18.17	Review email from client re disagreement with Zamiski report and calculations why it was more than 1 turn and analysis	0.20
9.18.17	Email to Hastings with additional documents for his review	0.15
9.18.17	Review email and attachment from client re NFPA13D	0.25
9.18.17	Email to client re pics Hastings is using in his report	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.18.17	Review email and attachment from client re torn link	0.25
9.18.17	Review and respond to email from Evelyn Chun re expert depo dates	0.15
9.18.17	Email to Don Koch with additional documents for his review	0.25
9.19.17	Review and respond to email from Jason Reese re receipt fo Don Koch report	0.15
9.19.17	Email to Pancoast re confirmation of DeLARosa depo	0.15
9.19.17	Review email from Robinson re calling him for all future 2.34 conferences	0.15
9.19.17	Email to Hastings re deposition notice	0.15
9.19.17	Email to Olivas re deposition notice	0.15
9.19.17	Email to Zamiski re deposition notice	0.15
9.19.17	Email chain with client re Rosenthal and heat article cited	0.75
9.19.17	Email to client re rebuttal reports uploaded to dropbox	0.15
9.19.17	Email to Sia re vacating depo of Mr. Cameron	0.15
9.19.17	Review email and attachment from client re the number of hours temp was over 100	0.50
9.20.17	Email to Hastings with additional documents for his review	0.15
9.20.17	Review email from client re questions for Mark Giberti depo	0.25
9.20.17	Review email from client re Howe Report and analysis of email, Howe report and discussion with DSS	2.5
9.20.17	Email chain with client re city of Henderson inspection report	0.15
9.20.17	Review, Download & Save Plaintiffs' Motion to Compel Testimony and Evidence of Defendants, the Viking Corporation and Supply Network, Inc. dba Viking Supplynet 's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST	0.30
9.20.17	Review, Download & Save Notice of Vacating Video Deposition of Custodian of Records for Rimkus Consulting Group, Inc.	0.30
9.20.17	Review, Download & Save Notice of Vacating Video Deposition of James Cameron	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9/20/17	Attend Hearing re: Motion to Compel Rimkus Depo and	5.25
9/20/17	Draft and serve notice to vacate COR depo of Rimkus	0.5
9.20.17	Review email from DSS requesting Pomerantz report be sent to Hastings	0.15
9.20.17	Review email from DSS re lawyers in Riverside to represent us for Harold Rodgers depo	0.15
9.21.17	Email chain with DSS re drafting MSJ against Lange only	0.15
9.21.17	Email chain with DSS re email from Kreason about cabinets and fireplace	0.25
9.21.17	Call with DSS	0.25
9.21.17	Email chain with DSS re call with Hastings re Pomerantz report	0.15
9.21.17	Review, Download & Save Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Expert Jay Rosenthal on OST	0.30
9.21.17	Review, Download & Save Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC . Only	0.30
9/21/17	Draft Motion to Strike	2.5
9/21/17	Draft order granting motion to amend complaint	1.25
9/21/17	Revise, pull exhibits and serve MSJ against Lange Plumbing	2.25
9.21.17	Email chain with client re dba of Giberti construction	0.15
9/22/17	Discuss case and strategy with DSS	1.0
9/22/17	Draft Motion to Strike	3.0
9/22/17	Review Viking's Third Supplemental Answers to Plaintiffs' 1 st set of Rogs	0.5
9/22/17	Review Viking's Responses to Plaintiffs' 3 rd Set of RFAs	0.25
9/22/17	Review Viking's Responses to Plaintiffs' 3 rd Set of RFPs	0.25
9/22/17	Draft and Serve Plaintiffs' 10 th ECC Supplement	1.0
9.22.17	Review email from Bill LaBorde re Giberti rough transcript	0.15
9.22.17	Review email from Bartlett re ZAIC subpoena	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.22.17	Review email and attachment from client re UL test for load on link and client's analysis	0.75
9.22.17	Email chain with DSS re additional points for motion to strike	0.50
9.22.17	Email chain with DSS and client re actual fireplace repair costs	0.15
9.22.17	Review, Download & Save Defendants The Viking Corp and Supply Network , Inc.'s 14 th Supplemental Disclosure Pursuant to NRCP 16.1	0.30
9.22.17	Review, Download & Save Defendant The Viking Corporation's Second Supplemental Responses to Plaintiffs' Second Set of Interrogatories	0.30
9.22.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC 10 th Supplement to Early Case Conference Witness and Exhibit List	0.30
9.22.17	Review, Download & Save Defendant The Viking Corporation's Response to Plaintiffs' Requests for Production of Documents, Set Four	0.30
9.22.17	Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs' Requests for Admission, Set Three	0.30
9.22.17	Review, Download & Save Amended Notice of Taking the Deposition of Brian Edgeworth and NRCP 30(b)(6) Person Most Knowledgeable for Edgeworth Family Trust and American Grating, LLC	0.30
9.22.17	Review, Download & Save Notice of Vacating the Deposition of Person Most Knowledgeable for American Grating, LLC 10.5.17	0.30
9.22.17	Review, Download & Save Defendants The Viking Corporation's Second Supplemental Answers to Plaintiffs' First Set of Interrogatories	0.30
9.22.17	Review, Download & Save ROC of Plaintiffs' motion to exclude Rosenthal on OST	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.22.17	Review, Download & Save ROC of Plaintiff's motion for Summary Judgement on OST	0.30
9.22.17	Email chain with client re written discovery responses and request for documents	0.25
9.22.17	Review email from client re UL testing and load on link analysis	0.50
9.23.17	Review email from client re amended list of activations and review documents identified in email	1.0
9.23.17	Review email and attachments from client re load on link argument and analyze	1.5
9.24.17	Review email from client re activation list and review documents identified in email	1.25
9.25.17	Email chain from client re Glen Rigdon entering property and respond	0.50
9/25/17	Revise and pull exhibits Motion to Strike on OST	3.5
9/25/17	Review Viking's Second Supplemental Answers to Plaintiffs' 2 nd set of Rogs	0.5
9/25/17	Draft DCRR for 9/20/17 Hearing	1.25
9/25/17	Draft DCRR for 9/13/17 Hearing	1.25
9/26/17	Prepare and attend Raul DeLa Rosa Deposition	3.25
9.26.17	Call with Client	0.15
9.26.17	Call with DSS	0.10
9.26.17	Call with DSS	0.10
9/26/17	Review Giberti's Joinder to Motion to Compel Carnahan	0.25
9/26/17	Draft and serve Amended Notice to COR of Zurch	0.25
9/26/17	Review Viking's 14th ECC Supplement	2.0
9.26.17	Review email and download deposition from Oasis Reporting (Angela Edgeworth)	0.25
9.26.17	Email chain with Robinson re deposition scheduling of Viking employees for October 25 th and 26 th and review of calendar	0.25
9.26.17	Email to Pancoast requesting production of documents referenced in De La Rosa Depo	0.15
9.26.17	Email to Robinson re confirmation all known activations	0.15
9.26.17	Review email from Bartlett re extension to produce list of activations and deposition date	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.26.17	Review, Download & Save Subpoena Duces Tecum for the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company	0.30
9.26.17	Review, Download & Save Amended Notice of Taking Deposition of the NRCP (B)(6) Person Most Knowledgeable for Zurich American Insurance Company Duces Tecum	0.30
9.26.17	Review, Download & Save Third Party Defendant Gilberti Construction LLC Joinder to Plaintiffs Motion to Compel Testimony and Evidence of Defendants, The Viking Corp and Supply Net Inc. dba Viking Supply Net Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST	0.30
9.27.17	Review, Download & Save DCRR	0.30
9.27.17	Review, Download & Save DCRR	0.30
9.27.17	Review, Download & Save DCRR	0.30
9.27.17	Email to Janet re missing VIKZ documents from supplemental production	0.15
9.27.17	Email to Bartlett re Amended Deposition Notice of 30(b)(6) of Zurich	0.15
9.27.17	Review email from client re VIKZ docs that contain credit applications. Review documents. Respond	0.50
9.27.17	Review and respond to email from Jessica Rogers re Viking's 14 th ECC Supp	0.15
9.27.17	Review email from client re Viking's PMK written statements re number of activations. Review of VIKZ documents	0.75
9.27.17	Review email and excel attachment of water damage claim. Respond.	0.50
9.27.17	Review email from client re documents he dropped off at office	0.50
9/27/17	Review Viking's 14th ECC Supplement	2.25
9/27/17	Finalize and pull exhibits for Motion to Strike Viking's Answer	4.0
9.27.17	Review email from DSS re printing email from Robinson for motion and response	0.15
9.28.17	Review email from DSS re points for our reply to the motion to strike and response	0.20
9.28.17	Email chain with DSS re filing motion to strike and affidavit	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.28.17	Review email and attachment from DSS re technical data sheet	0.15
9.28.17	Review, Download & Save Third Party Defendant Gilberti Corp LLC Joinder to Exclude Defendants, The Viking Corp and Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on OST	0.30
9.28.17	Review, Download & Save Amended Notice of Taking Deposition of Brian Edgeworth [Time Only]	0.30
9.28.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC.'s 11 th Supplement to Early Case Conference Witnesses and Exhibit List	0.30
9/28/17	Draft and serve Plaintiffs' 11 th ECC Supplement	1.5
9.28.17	Review email from client re ISO certification process	0.25
9.28.17	Email chain with client re order from court re Glen Rigdon and response	0.15
9.28.17	Email chain with client re: all supporting documents for calculations of damages	0.25
9/28/17	Draft and send over Motion to De-Designate Confidentiality on OST	4.25
9.28.17	Call with Client	0.15
9.28.17	Call with Client	0.15
9.28.17	Call with Client	0.25
9.29.17	Call with DSS	0.25
9/29/17	Draft written discovery to Lange Plumbing (punitive)	1.0
9.29.17	Review email from Sia re Lange expert depo dates	0.15
9.29.17	Email chain with Robinson re October 26 deposition dates and alternative dates for Viking employees and review of calendar	0.25
9.29.17	Email to Sia, Pancoast, Nunez re draft 9.13.17 DCRR	0.15
9.29.17	Email chain with Max Couvillier and Janet Pancoast re the draft DCRR for 9.20.17 hearing and analysis and Max's proposed changes	0.75
9.29.17	Email chain with DSS re scheduling Carnahan depo	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.29.17	Review email from DSS re date mediation briefs due	0.15
9.29.17	Email chain with DSS re draft DCRRs (9.13.17 and 9.20.17)	0.50
9.29.17	Review email from DSS requesting digital photos of damage and response	0.15
9.29.17	Email chain with DSS re drafting Lange written discovery for punitive damages and draft requests	0.20
9.29.17	Review, Download & Save Plaintiffs' 2 nd Set of Requests for Production to Lange Plumbing, LLC	0.30
9.29.17	Review, Download & Save Plaintiffs' 2 nd Set of Interrogatories to Defendant Lange Plumbing, LLC	0.30
9.29.17	Review, Download & Save Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time	0.30
9.29.17	Review, Download & Save OST – Plaintiffs' Motion to De-Designate Viking Confidentiality of Their Documents on an OST	0.30
9/29/17	Review Viking's 14th ECC Supplement	1.5
9/29/17	Review Giberti's Joinder for MIL to Exclude Rosenthal	0.25
9/29/17	Review proposed changes and revise DCRR for 9/20/17 Hearing	0.5
9/29/17	Review proposed changes and revise DCRR for 9/13/17 Hearing	0.5
9/29/17	Draft mediation brief	2.25
9.30.17	Review email from client re VK494	0.25
10.1.17	Review email and attachment created by client of the number VK457 activations	0.50
10/2/17	Draft motion to de-designate	2.5
10/2/17	Research and draft motion to reconsider pro hac	3.0
10.2.17	Review email and attachment with DSS re Glen Rigdon and a motion to exclude him as an expert	0.25
10.2.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiffs' Motion in Limine to Exclude Expert, Jay Roenthal	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.2.17	Review, Download & Save Third party Defendant Gilberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of their Documents on an Order Shortening Time	0.30
10.2.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
10.2.17	Review, Download & Save ROC – Plaintiff's Motion to De-designate confidentiality	0.30
10.2.17	Review, Download & Save ROC-Plaintiffs' Motion to Strike Viking's Answer	0.30
10.2.17	Review email and download deposition from Oasis Reporting (Rough of Brian Edgeworth)	0.25
10.2.17	Review email from client re the BR Stewart article and the incorrect heat analysis. Review all documents listed in email and discuss with DSS	2.0
10.2.17	Review email from client re photos of claims of other VK457s. Then review file in dropbox	1.25
10.2.17	Review email from client and attachment re Viking's letter to fire marshall about "very limited number of activations."	0.50
10.3.17	Email to Sia, Pancoast, Nunez re no objections to 9.13.17 DCR and advise when signature page ready for pick up	0.15
10.3.17	Review email from Ure re hearing	0.15
10.3.17	Review email from Ure re signature page pick up for Order to Amend	0.15
10.3.17	Review email from client and schedule A of EFT for ECC disclosure	0.25
10.3.17	Review email from client re Rosenthal hearing	0.15
10.3.17	Review and respond to email from Nicole Garcia re signature pages for Ure ready to pick up	0.15
10.3.17	Review email and attachment from client re client's list of activations	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.3.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiff's Motion to De- Designate Viking's Confidentiality of their Documents on OST	0.30
10.3.17	Review, Download & Save Plaintiffs' 3 rd Set of Requests for Production to Lange Plumbing, LLC	0.30
10.3.17	Review, Download & Save Plaintiffs' 3 rd Set of Interrogatories to Defendant Lange Plumbing, LLC.	0.30
10.3.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Testimony and Evidence of Expert Robert Carnahan or Alternatively Strike Expert	0.30
10.3.17	Review email from DSS re written discovery to Lange that we need to draft and serve	0.25
10.3.17	Email chain with DSS re Schedule A of EFT and supplementing in ECC	0.15
10.3.17	Email chain with DSS re Max Couvillier changes to DCRR	0.25
10.3.17	Review email and attachment from DSS forwarding Viking's Opp to Motion to Compel Carnahan	0.25
10/3/17	Review Viking's Opposition to MIL to exclude Rosenthal	0.5
10/3/17	Prepare and Attend Hearing re: MIL to exclude Rosenthal	2.0
10/3/17	Prepare and serve written discovery to Lange Plumbing	0.5
10/3/17	Draft mediation brief	2.0
10/3/17	Review Giberti's Joinder to Motion to De-Designate Confidentiality	0.25
10/3/17	Review Viking's Opposition to Motion to Compel Carnahan and Email DSS my reply points	1.0
10/3/17	Review and revise 9/20/17 DCRR with Max's comments	0.5
10/4/17	Draft and Serve Plaintiffs' 12 th ECC Supplement	1.0

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10/4/17	Prepare and attend hearing on Motion to Compel Carnahan and Motion to De-designate	3.5
10/4/17	Finalize and pull exhibits for mediation brief	2.5
10/4/17	Finalize and serve Motion to Reconsider Order Granting Motion for Pro Hac Vice	1.5
10.4.17	Email to Pancoast, Sia, Nunez re revised 9.13.17 DCRR	0.15
10.4.17	Review email from Max Couvillier re 9.20.17 DCRR signature page	0.15
10.4.17	Review email from client re phone call with fire marshal James Carver and link to Omega case. Analysis	0.50
10.4.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Granting, LLC.'s 12 th Supplement to Early Case Conference Witnesses and Exhibit List	0.30
10.4.17	Review, Download & Save Plaintiffs' Motion to Reconsider Order Granting The Viking Defendants Motion to Associate Counsel	0.30
10.5.17	Review, Download & Save Transcripts of All Pending Motions – Heard on August 23, 2017	0.30
10.5.17	Review email and download deposition from Oasis Reporting (Giberi)	0.25
10.5.17	Call with DSS	0.10
10.5.17	Review email from client re defendant's purchasing 645 Saint Croix	0.15
10.6.17	Review, Download & Save Third Party Defendant Gilberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST	0.30
10.6.17	Review, Download & Save Subpoena Duces Tecum for the Person Most Knowledgeable for Zurich American Insurance Company	0.30
10.6.17	Review, Download & Save Final Amended Notice of Taking Deposition for The Person Most Knowledgeable for Zurich American Insurance Company	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.6.17	Email chain from Bartlett re extension to produce list of activations and deposition date	0.25
10.6.17	Email chain with DSS re Amended ZAIC Notice and SDT	0.15
10.9.17	Review email from DSS to Sia re Lange's extension to respond to MSJ against Lange only	0.15
10.9.17	Review email and attachments from DSS to client re demand sheets for mediation	0.25
10/9/17	Review file and pull documents for meeting with mediator	1.5
10/9/17	Meet with Mediator to Discuss Case	1.5
10/9/17	Review Giberti's Joinder to Motion to Strike Viking's Answer	0.25
10.9.17	Review email and download deposition from Oasis Reporting (DeLaRosa)	0.25
10.9.17	Review email and download deposition from Oasis Reporting (Kendrick)	0.25
10.9.17	Email chain from Sia re extension for Opp to MSJ	0.15
10.9.17	Review email from client re Edgeworth lawsuit history	0.15
10.9.17	Review email from client re minimax and shareholders with links	0.25
10.9.17	Email chain with client re: history of activation perjury and response	0.25
10.10.17	Review email from client and attachments re VK457 activation list	0.25
10.10.17	Review email from client re upcoming hearing dates and response after review of calendar	0.25
10.10.17	Review email from client re demand sheet for 1 st mediation	0.20
10.10.17	Call with DSS	0.15
10/10/17	Attend Mediation at JAMS with Floyd Hale	4.0
10.10.17	Review, Download & Save Notice of Vacating Video Deposition of NRCP 30(B)(6) of Designees of Tyco Fire Protection Products	0.30
10.10.17	Review, Download & Save Notice of Taking Video Deposition of NRCP 30(B)(6) of Designees of Reliable Automatic Sprinkler Company, Inc.	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.11.17	Review, Download & Save Service of Zurich American Insurance Company's Objections and Statements in Response to Amended NRCP 30(B)(6) Person Most Knowledgeable	0.30
10.11.17	Review, Download & Save Zurich American Insurance Company's Objections and Statements in Response to Amended Subpoena Duces Tecum	0.30
10.11.17	Review, Download & Save COMM to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc.	0.30
10.11.17	Review, Download & Save Application to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc.	0.30
10.11.17	Review, Download & Save Declaration of Janet C. Pancoast in Support of Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time	0.30
10.11.17	Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time	0.30
10.11.17	Review, Download & Save Subpoena Duces Tecum for 30(B)(6) of the Designees of Underwriters Laboratories	0.30
10.11.17	Review, Download & Save Amended Notice of Taking Deposition Duces Tecum Pursuant to NRCP 30(B)(6) of Designees of Underwriters Laboratories, Inc.	0.30
10.11.17	Review, Download & Save Exhibits to Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Bifurcate Trial	0.30
10.11.17	Review, Download & Save Defendant Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Motion to Bifurcate Trial and Countermotion to Strike	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.11.17	Review email and attachment from Rose Hernandez Zurich's objections to SDT	0.15
10.11.17	Review email from Robinson re Ortyl's last known address	0.15
10.11.17	Review email from Bartlett re extension to produce list of activations and deposition date	0.15
10.11.17	Review email from client re portion of Viking's brief and response to client	0.25
10.11.17	Review email from client re his thoughts on Viking's Opp to Motion to Strike and analyze thoughts	0.50
10.11.17	Email chain with client re depositions on calendar and response	0.50
10.11.17	Review email from client re Glen Rigdon entrance into neighborhood and order from judge and response	0.15
10.11.17	Email chain with client and DSS re Lange's Opposition to MSJ	0.50
10.11.17	Review email from client re Margaret Ho's depo and response	0.15
10.11.17	Review email from client re opps to MSJ and response	0.15
10.11.17	Email chain with client, DSS, Sia and Mark re Lange's payment	0.15
10.11.17	Email from client re how payment between AG and EFT is recorded and analyzed for argument in MSJ	0.50
10.11.17	Email to Bartlett re denial of any further extensions to produce list of activations	0.15
10.11.17	Review email from client re MiniMax/Viking Credit Status	0.15
10.11.17	Email chain with DSS re phone message from Pancoast	0.15
10/11/17	Draft and serve amended notice, SDT, application to take depo out of state and commission to take depo out of state for UL Labs	1.5
10/11/17	Phone call with service company in Chicago Illinois for UL Lab Subpoena	0.25
10/11/17	Review and analyze Lange's Opposition to Motion for Summary Judgment	1.25
10/12/17	Review Zurich's Objections and Responses to PMK Depo and SDT	1.0

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10/12/17	Take Notice of Non-Appearance for Zurich PMK	0.5
10/12/17	Review and analyze Viking's Opposition to the Motion to Strike Answer	1.25
10/12/17	Draft and re-serve all Viking employee depositions, Harold Rogers and Viking Group; email discussions with Robinson re: depo times	3.0
10.12.17	Review forwarded emails from Wiznet from DSS re filed transcripts	0.15
10.12.17	Call with Client	0.25
10.12.17	Review, Download & Save COMM to Take out of State Deposition for Harold Rodgers	0.30
10.12.17	Review, Download & Save COMM to Take Out of State Deposition of Person Most Knowledgeable for Viking Group Inc.	0.30
10.12.17	Review, Download & Save Application for Issuance of Commission to Take out of State Deposition of Harold Rodgers	0.30
10.12.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Person Most Knowledgeable for Viking Group, Inc.	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for NRCP 30(B)(6) of Designees of Viking Group, Inc.	0.30
10.12.17	Review, Download & Save Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(B)(6) of Designees of Viking Group, Inc.	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Harold Rodgers	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Taking Deposition of Harold Rodgers Duces Tecum	0.30
10.12.17	Review, Download & Save Plaintiffs' 2 nd Amended Notice of Entry Upon Land / Site Inspection	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for James Golinveaux	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Video Deposition of James Golinveaux Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Kevin Ortyl	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.12.17	Review, Download & Save 2 nd Amended Notice of Taking Deposition of Kevin Ortyl Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Tom O'Connor	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Video Deposition of Tom O'Connor	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Jeff Norton	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Video Deposition of Jeff Norton Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Sherry Simmons(Sherry Bailey)	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Video Deposition of Sherry Simmons (Sherry Bailey) Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Doug Bensinger	0.30
10.12.17	Review, Download & Save Amended Notice of Video Deposition of Doug Bensinger Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Mike Bosma	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Taking Deposition of Mike Bosma Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Devin Odell	0.30
10.12.17	Review, Download & Save 2nd Amended Notice of Video Deposition Devin Odell	0.30
10.12.17	Review, Download & Save Transcript of All Pending motions – heard on October 4, 2017	0.30
10.12.17	Email chain with Robinson re deposition scheduling of Viking employees for week of 11/13/17 and review of calendar and confirmation of who they will accept service	0.75
10.12.17	Email chain with client re searchable indexes and response	0.25
10.12.17	Review email from client re Sklar Williams invoice	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.12.17	Review email from client re depositions of UL people	0.15
10.12.17	Review email from client re his opinion of the best documents to use for Motion to Strike. Review documents and analyze	1.0
10.12.17	Review email from client with attachment with summary of points for Viking's argument	0.50
10.12.17	Review email from client with attachment re Henderson activation	0.25
10.12.17	Email chain with Sia re Zurich PMK depo	0.15
10.13.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Supplement to Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time	0.30
10.13.17	Review, Download & Save Amended Notice of Deposition of Kevin Hastings	0.30
10.13.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Privilege Log	0.30
10.13.17	Email to Kershaw, Pancoast, Sia and Nunez re Revised Order granting motion to Amend	0.25
10.13.17	Review email and download deposition from Oasis Reporting (Brian Edgeworth)	0.25
10.13.17	Review email from Bartlett re production of ZAIC activations	0.15
10.13.17	Email to Hastings re amended deposition notice	0.15
10.13.17	Review email from client re Harold Rogers missing attachment	0.15
10.13.17	Review email and links from client re Kevin Ortyl and Scott Franson's employment at Viking corp vs. group	0.50
10.13.17	Review email and attachment from client re UL document with Franson watermark	0.25
10.13.17	Email chain with client re Viking's searchable indexes and response	0.25
10.13.17	Email to Pancoast re dialect Margaret Ho speaks	0.15
10.13.17	Email to client with VKG documents	0.15
10.13.17	Email to client re Notice of Privilege Log Production and attachment	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.13.17	Email with client reemployment status and link of Kevin Ortyl	0.15
10.13.17	Email chain with client re Margaret Ho dialect and depo	0.15
10/13/17	Revise Reply on Motion to Strike	2.25
10/13/17	Review Viking's Privilege Log	0.75
10/13/17	Draft 10-4-17 DCCR and Draft Order re Rosenthal	4.0
10.14.17	Review email and attachment from client re actual max load calculation	0.25
10.14.17	Review email from client re his chart of activations	0.15
10.15.17	Review email from Nunez re using his previous signature for Order granting Motion to Amend	0.15
10.15.17	Review email from client re missing pages in PowerPoint disclosed. Locate document and respond	0.50
10.15.17	Email chain with Kershaw re Revised Order Granting Motion to Amend	0.15
10.15.17	Review email from client re his opinion of the activations and "clearest lies" and analyze	1.0
10.16.17	Review email and attachment from Rose Hernandez Zurich's motion to quash	0.25
10.16.17	Review email from Robinson re re-scheduling Hasting and Zamiski's depositions	0.15
10.16.17	Review email from Robinson re Franson's last known address	0.15
10.16.17	Review email from client re KPS activations in newly produced documents and analyze	0.25
10.16.17	Email chain with client re Rigdon order from Court	0.20
10.16.17	Review email and VIKZ attachment from client and determine which documents we need to request	0.75
10.16.17	Review email from client re VIKZ document cited in email. Locate document. Review document. Analyze and respond	1.0
10.16.17	Review email from client with attachment re Cal Atlantic activations, which were not disclosed	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.16.17	Review email from client and attachment re Dews Fire protection Email, KPS Emails and Bates Proof attachment	0.25
10.16.17	Review email from client re Pancoast declaration and the UL test record document attachments	0.25
10.16.17	Review email and attachment from client re UL	0.25
10/16/17	Pull documents for Margaret Ho Deposition	0.25
10/16/17	Review Zurich's Motion for Protective Order and begin drafting Opposition	4.25
10/16/17	Finalize and serve Reply to Motion to Strike Viking's Answer	1.25
10.16.17	Email chain with DSS re Franson's last known address	0.15
10.16.17	Review email from DSS re Viking's production of Carnahan's depo and response	0.15
10.16.17	Review email and attachment from DSS re production of Rapid Cash ad and response	0.15
10.16.17	Email chain with DSS re Viking's 15 th ECC Supp	0.15
10.16.17	Email chain with DSS and client re supplementing motion to strike	0.15
10.16.17	Review, Download & Save RPLY to Viking's Opposition to Plaintiffs Motion to Strike the Viking Defendants' Answer on Order Shortening Time	0.30
10.16.17	Review, Download & Save Lange Plumbing's 11 th Supplemental 16.1 Disclosures	0.30
10.16.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 15 th Supplemental Disclosures Pursuant to NRCP 16(a)(1)	0.30
10.16.17	Review, Download & Save Non – Party Zurich American Insurance Company's Motion for a Protective Order, or in The Alternative to Quash Subpoenas	0.30
10.16.17	Call with Client	0.15
10.16.17	Call with DSS	0.15
10.16.17	Call with Client	0.25
10.16.17	Call with Client	0.15
10.16.17	Call with Client	0.15
10.17.17	Call with DSS	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.17.17	Call with DSS	0.15
10.17.17	Review, Download & Save Supp Reply to Viking's Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time	0.30
10.17.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Request for Production to Plaintiff [2 nd Set]	0.30
10.17.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Notice of Compliance with Order on Plaintiff's Motion to Compel – Pleading Only	0.30
10.17.17	Review, Download & Save PLT 171016 Edgeworth ES Ltr Simon re EDCR 2.34 re Pomerantz	0.30
10.17.17	Review email from Robinson re Koch depo availability	0.15
10.17.17	Email chain with Sheri Kern with Direct Legal Support in CA (process server) re domestication of subpoena and payment	0.25
10.17.17	Review email from client re new Lange disclosure and response	0.25
10.17.17	Review email from client re Lange's threat to lien his house and research of whether lien valid	1.0
10.17.17	Review email and attachment from client re Margaret's 2 nd promissory note for ECC disclosure	0.20
10.17.17	Review email from client re his opinion of Viking's responses to written discovery	0.25
10.17.17	Email chain with DSS re 2.34 re Pomerantz as expert	0.15
10.17.17	Email chain with DSS re research for Reply to Lange MSJ	0.50
10.17.17	Email chain with DSS re depo cites for Reply to Lange MSJ	0.75
10/17/17	Review Viking's 15 th ECC Supplement and Lange' 11 th ECC Supp	2.0
10/17/17	Review Viking's Notice of Compliance with Motion to Compel	0.5
10/17/17	Draft and serve Supplement to Reply to Motion to Strike	3.75
10/17/17	Prepare for Hearing on Motion to Strike	1.5

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10/18/17	Prepare and Attend Hearing on Plaintiffs' motion to Strike Viking's Answer	5.25
10.18.17	Review email from DSS re supplement to Motion to strike and response	0.75
10/18/17	Review Viking's Written Discovery Responses and Discussion with DSS	1.25
10/18/17	Revise Reply to Lange Opposition to MSJ	1.0
10.18.17	Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs' Requests for production of Documents, Set Five	0.30
10.18.17	Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs' Interrogatories, Set Four	0.30
10.18.17	Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s Responses to Plaintiffs' Fourth Request for Admissions	0.30
10.18.17	Review, Download & Save ROC for Defendants The Viking Corporation and Supply Network, Inc.'s Privilege Log	0.30
10.18.17	Review, Download & Save ROC for Defendants The Viking Corporation and Supply Network, Inc.'s 15 th Supplemental Disclosures	0.30
10.18.17	Review email from Judicial Attorney Services in Chicago IL re UL Depo service	0.25
10.18.17	Review email from client re max load hang test and attachments	0.50
10.18.17	Review email from client re download of RFAs	0.15
10.18.17	Review email from client re his responses to written discovery	0.25
10.18.17	Email chain with client and DSS re Henderson activation and attachment	0.50
10.19.17	Review email from client re analysis of Viking PMK depo re bending and review of depo	0.50
10.19.17	Review email and attachment from client re activations list	0.50
10.19.17	Email chain with client re locating documents. Located documents in system and responded	1.0
10/19/17	Review Giberti's Motion for Good Faith Settlement	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.19.17	Review email from DSS to Floyd Hale re mediation	0.15
10.19.17	Review email and attachment from DSS re supplementing documents including El Segundo letter and response	0.20
10.19.17	Email chain with DSS re Giberti Motion for Good Faith Settlement and whether we will oppose	0.15
10.19.17	Email chain with DSS re Olivas depo and Pancoast email	0.15
10.19.17	Review, Download & Save Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement	0.30
10.19.17	Review, Download & Save DCRR- Hearing 8.23.17	0.30
10.19.17	Review, Download & Save CES of UL Depo Notice	0.30
10.19.17	Review, Download & Save AOS of UL Depo	0.30
10.19.17	Review, Download & Save SUBP UL Depo	0.30
10.19.17	Review, Download & Save CES of Harold Rodger Depo Notice	0.30
10.19.17	Review, Download & Save AOS of Harold Rodgers	0.30
10.19.17	Review, Download & Save SUBP of Harold Rodgers	0.30
10.19.17	Review, Download & Save ROC for Defendants the Viking Corporation and Supply Network, Inc.'s Exhibits to Notice of Compliance with order on Plaintiffs' Motion to Compel	0.30
10.19.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
10/19/17	Draft 2 nd Supplement to Reply to Motion to Strike Viking's Answer	4.5
10/20/17	Conference Call with UL Lawyers & Discussion with DSS	0.5
10.20.17	Email chain from client re chart with corrections to KPS example	0.25
10.20.17	Review email from client re another sprinkler head activation in UK	0.15
10/20/17	Revise and serve MIL to Exclude Carnahan	3.75
10/20/17	Revise and submit order with letter to Judge Jones re Motion to Amend Complaint	1.0

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 JONES,
DISTRICT JUDGE, DEPT. 10,

Respondents,

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

Real Parties in Interest.

Supreme Court Case No. 84159

(District Court A-18-767242-C
Consolidated with
A-16-738444-C)

**APPENDIX TO ANSWER OF RESPONDENTS TO WRIT OF MANDAMUS
TO RELEASE CLIENT FUNDS IN EXCESS OF ADJUDICATED LIEN
AMOUNT AND TO RELEASE THE COMPLETE CLIENT FILE**

VOLUME III OF III

JAMES R. CHRISTENSEN, ESQ.

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Attorney for Law Office of Daniel S. Simon and Daniel S. Simon

Document	Page No.
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Volume I:

Hearing Transcript for Status Check on Settlement Documents, dated February 20, 2018.....	AA00001- AA00023
Evidentiary Hearing Transcript, dated August 27, 2018	AA00024- AA00228
Receipt of Copy of Simon Law’s Production of Cell Phone Records, dated September 10, 2018	AA00229- AA00230
Defendant’s Motion for Reconsideration regarding Court’s Amended Decision and Order Granting in Part and Denying in Part Simon’s Motion for Attorney’s Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien, dated March 30, 2021	AA00231- AA00250

Volume II:

Defendant’s Motion for Reconsideration regarding Court’s Amended Decision and Order Granting in Part and Denying in Part Simon’s Motion for Attorney’s Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien, dated March 30, 2021	AA00251- AA00500
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Volume III:

Defendant’s Motion for Reconsideration regarding Court’s Amended Decision and Order Granting in Part and Denying in Part Simon’s Motion for Attorney’s Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien, dated March 30, 2021	AA00501- AA00525
Notice of Association of Counsel, dated May 3, 2021	AA00526- AA00528
Opposition to the Second Motion to Reconsider; Counter	AA00529-

Motion to Adjudicate Lien on Remand, dated May 13, 2021.....	AA00633
Notice of Entry of Orders, dated May 16, 2021	AA00634- AA00720
Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand, dated June 18, 2021.....	AA00721- AA00728

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.20.17	Review, Download & Save OST – Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation and Supply Network, Inc., dba Viking Supplynet’s Expert Robert Carnahan on Order Shortening Time	0.30
10.20.17	Review, Download & Save Transcripts of Proceedings Tuesday, October 3, 2017	0.30
10.20.17	Review email from DSS re inserting hidden activation information into supplement and response	0.15
10.21.17	Review email from client with attachment re response to why 287 not all duplicates	1.0
10.21.17	Review email and attachment from client re activations	0.50
10.21.17	Email chain with DSS re pre-lien notice form Lange	0.15
10.23.17	Review email from DSS re Opp to Zurich Motion and response	1.0
10.23.17	Email chain with DSS re supplement to motion to strike	0.20
10.23.17	Review, Download & Save Plaintiffs’ Reply to Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Reply to Opposition to Motion to Bifurcate Trial and opposition to Strike Matters from the Record	0.30
10.23.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC’s 13 th Supplement to Early Case Conference Witness and Exhibit List	0.30
10.23.17	Review, Download & Save Second Supplement to Reply to Viking’s Opposition to Plaintiffs’ Motion to Strike the Viking Defendants’ Answer on Order Shortening Time	0.30
10.23.17	Review, Download & Save Notice of Association of Counsel	0.30
10.23.17	Review, Download & Save ROC – Motion to Exclude Viking’s Expert Carnahan	0.30
10.23.17	Review email from Bartlett (Zurich) re ZAIC’s production	0.25
10.23.17	Review email from client re VIKZ019271 and analysis of document	0.50
10.23.17	Review email from client re UL	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.23.17	Review email from client re his comments on our draft of the supplement to motion to strike Viking's answer	0.25
10.23.17	Review email and attachment from client re counter to Viking argument in brief re 170	1.0
10.23.17	Review email from client re Viking and Jeff Norton and James Carver (fire marshal letter) with attachment	0.50
10.23.17	Review email and attachment from client re VK456 strength on heat responsive element testing	0.50
10.23.17	Email to client with Reply to MSJ Against Lange	0.15
10.23.17	Email to client with 2 nd Supplement to Motion to Strike Viking's Answer	0.15
10.23.17	Review email and attachments from client re clarifications and respond	0.75
10/23/17	Review Viking's Joinder to Lange's Opposition to the MSJ	0.25
10/23/17	Draft and serve Plaintiffs 13th ECC Supplement; Discussion with DSS	1.5
10/23/17	Revise Opposition to Zurich Motion for Protective Order	1.5
10/23/17	Revise and serve 2 nd Supplement to Reply to Motion to Strike Viking's Answer	2.5
10/23/17	Finalize and serve Reply to MSJ against Lange	1.25
10.23.17	Call with Client	0.10
10.24.17	Call with Client	0.25
10/24/17	Draft and Serve supplement to Reply to MSJ Against Lange	4.5
10.24.17	Review, Download & Save Notice of Deposition of Kevin Hastings Off Calendar	0.30
10.24.17	Review, Download & Save RTRAN-Recorders Transcript of Hearing – Re: All Pending Motions – heard on October 18, 2017	0.30
10.24.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Joinder to Lange Plumbing, LLC's Opposition to Plaintiffs' Motion for Summary Judgment with Additional Points and Authorities	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.24.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Reconsider Order granting the Viking Defendants' Motions to Associate Counsel	0.30
10.24.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Notice of Non – Opposition to Third – Party Defendant Giberti Construction, LLC's Motion for Determination for Good faith Settlement	0.30
10.24.17	Email to Pancoast re missing documents from Viking's 15 th ECC Supplement	0.25
10.24.17	Review email from client re Burgoyne's Report disclosed by Viking and comparison to the one from UK	1.0
10.24.17	Review email from client re his comments on ZAIC's incomplete disclosure, analysis, and response	1.0
10.24.17	Review email from client re his audit of newly disclosed documents and analysis	0.75
10.24.17	Email chain with DSS re Burgoyne report and Sherry Simmons email	0.25
10.25.17	Review email from DSS re new topic for 30(b)(6) notice and written discovery to Viking and response	0.25
10.25.17	Review email from DSS to Bartlett re ZAIC's position of list of activations	0.15
10.25.17	Review, Download & Save Supplement to Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Reply to Viking's Joinder	0.30
10/25/17	Draft Written Discovery to Viking; Discussion with DSS	2.25
10/25/17	Finalize and send out DCRR for 10.4.17 and the Order Granting Motion to Exclude Rosenthal	1.5
10.25.17	Email to Jessica Rogers re missing Viking documents	0.15
10.25.17	Email to Sia, Kershaw, Pancoast, Ure re 10.4.17 DCRR	0.15
10.25.17	Email chain with DSS and Bartlett (Zurich) re ZAIC's production	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.25.17	Review email and attachment from client re Viking's misrepresentations	0.50
10.25.17	Review email from client and analyze re activations	0.75
10.25.17	Email chain with client re draft written discovery to Viking and corrections to written discovery	1.0
10.25.17	Review email from client and attachment re best docs for perjury by counsel proof	1.0
10.25.17	Email chain with client re: Zurich lawyers response to ZAIC's list of activations	0.50
10.25.17	Review email from client re comparing ZAIC activations to Viking's disclosed activations	0.50
10.25.17	Review email from client re economic interest in MiniMax	0.15
10.25.17	Email chain with client re documents from Viking disclosure and review of attachments and response	1.0
10.25.17	Call with Client	0.40
10.26.17	Call with DSS	0.25
10.26.17	Review email from DSS to client re explanation of OOJ	0.15
10.26.17	Review email from DSS re Nunez request of what happened at Motion to strike hearing	0.15
10.26.17	Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion in Limine to Exlude Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan	0.30
10.26.17	Review, Download & Save Plaintiffs' 5 th Set of Interrogatories to Defendants The Viking Corporation	0.30
10.26.17	Review, Download & Save Plaintiffs' 6 th Set of Requests for Production to Defendants The Viking Corporation	0.30
10.26.17	Review, Download & Save Plaintiffs' 5 th Set of Requests for Admission to Defendants The Viking Corporation	0.30
10.26.17	Review email from client and attachment of activations	1.0

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.26.17	Review email from Nunez re Motion to Strike	0.15
10.26.17	Review email from client re responses to Viking's written discovery	0.25
10.26.17	Review email from client re OOI	0.15
10.26.17	Review email from client re UL testing website	0.25
10.26.17	Review email from client and attachment of Viking presentation- Residential Sprinklers Best Practices	1.0
10.26.17	Email to Sia, Pancoast, Ure and Kershaw re Order Granting MIL to exclude Rosenthal	0.15
10.26.17	Review email and attachment from client re example of incomplete disclosure based off Viking's own documents	0.50
10/26/17	Draft Written Discovery to Viking; Discussion with DSS	1.25
10/26/17	Draft DCRR from 10-24-17 Hearing	3.5
10/26/17	Review Viking's Opposition to MIL to Exclude Carnahan and analyze what we need for oral reply	2.5
10.27.17	Review email from DSS to Pancoast re Stipulation on MILS	0.15
10.27.17	Call with DSS	0.25
10.30.17	Review, Download & Save Notice of Withdrawal of Counsel	0.30
10.30.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Request for Production to Plaintiffs	0.30
10.30.17	Review, Download & Save- Defendants The Vikings Corporation and Supply Network, Inc.'s Interrogatories to Plaintiffs	0.30
10.30.17	Review email from client re depo of Cadden of temps	0.50
10.30.17	Review email from Kershaw re the 10.4.17 DCRR	0.50
10.30.17	Review email from client re Robinson's Motion and the supporting depositions we have for temps 100 exposure and pull excerpts from depositions of Cadden, Giberti, Edgeworth to rebut argument	1.0
10.30.17	Review email and download deposition from Oasis Reporting (Ho)	0.25
10.30.17	Review email from client re his analysis of Robinson's heat argument	0.25

INVOICE FOR ASHLEY M. FERREL
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10.30.17	Email chain with client re Sia's filing	0.15
10.30.17	Review email from client re Robinson Opp and argument why Viking is wrong with attachment	0.25
10.30.17	Review email and respond to client re Glen Rigdon order	0.25
10.30.17	Review email from client re questions for UL lawyers	0.50
10.30.17	Email chain with client re Robinson Opp and Bernie's depo. Revise and analyze Viking Opp, pull Bernie depo and respond to client	1.0
10.30.17	Review email from client re Viking's Opp to Exclude Carnhan	0.50
10.30.17	Review and respond to email from client re notice of withdrawal of counsel	0.15
10.30.17	Review email from client re regulators Viking has informed no testing on VK457	0.25
10.30.17	Call with DSS	0.15
10/30/17	Prepare for Hearing for MIL to Exclude Carnahan & MSJ Against Lange	2.0
10/30/17	Draft Reply to Motion to Reconsider Pro Hac	4.0
10.30.17	Review email from DSS re new written discovery to Viking and response	0.20
10.30.17	Review email from DSS to client re Edgeworth discovery responses	0.15
10.31.17	Review email from DSS re email to Pancoast re English version of the insurance policy and response	0.15
10.31.17	Email chain with DSS re UL notice and UL production of documents	0.15
10.31.17	Review, Download & Save Second Amended Notice of Deposition of John Olivas	0.30
10.31.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. 's Objection to Discovery Commissioners' Report and Recommendation on Defendants' Motion to Compel Home Inspection	0.30
10/31/17	Prepare and Attend Hearing for MIL to Exclude Carnahan & MSJ Against Lange Plumbing	3.0

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10/31/17	Revise DCRR from 10-24-17 hearing and send to counsel and DC Bulla	1.25
10/31/17	Draft Motion to Compel Viking Financials	3.25
10.31.17	Email to Robinson and Parker re 10.24.17 DCRR	0.15
10.31.17	Email to Susan McNicolas re UL Depo and documents	0.15
10.31.17	Review email from Robinson re Carnahan availability and discussion with DSS	0.15
10.31.17	Review email from Kershaw re Viking's changes to Order granting MIL to exclude Rosenthal	0.75
10.31.17	Review email from client re activations and response	0.20
11.1.17	Email chain with DSS re Viking document production (Martorano's depo in FSS and Thorpe)	0.50
11.1.17	Review email from DSS re calendar and deposition re-scheduling	0.15
11.1.17	Review email and attachment from DSS re picture for reply	0.15
11.1.17	Review and respond to email from Francesca Haak with DC Bulla re hearing transcript	0.15
11.1.17	Email to Pancoast requesting Viking's excess policy in English	0.15
11.1.17	Email to Bartlett re Plaintiff's Opp to Zurich's Motion for Protective Order	0.15
11.1.17	Review email from client and attachments re Viking baking their links	1.0
11.1.17	Review email chain with client, DSS, AMF re activations and analyze	1.0
11.1.17	Review email from client re UL people	0.15
11.1.17	Review email and attachment from client re Letter from UL re bent lever bars	0.25
11.1.17	Review, Download & Save Plaintiffs 6 th Set of Requests for Admission to Defendants The Viking Corporation	0.30
11.1.17	Review, Download & Save Plaintiffs 6 th Set of Interrogatories to Defendants the Viking Corporation	0.30
11.1.17	Review, Download & Save Plaintiffs 7 th Set of Requests for Production to Defendants the Viking Corporation	0.30

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11.1.17	Review, Download & Save Plaintiffs opposition to Non – Party Zurich American Insurance Company’s Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter – Motion to Compel	0.30
11.1.17	Review, Download & Save MSTR-Defendants The Viking Corporation and Supply Network, Inc.’s Motion to Strike Plaintiffs’ Untimely Disclosed Expert Crane Pomerantz and Request for Order Shortening Time	0.30
11.1.17	Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc.’s Motion to Stay Enforcement of Discovery Commissioner’s Report and Recommendation Pursuant to EDCR 2.34and Request for order Shortening Time	0.30
11/1/17	Draft written discovery to Viking	1.0
11/1/17	Draft Motion to Compel Depositions and Reports	3.5
11/1/17	Review Objection to the DCRR re: Motion to Compel Home Inspection	0.25
11/1/17	Finalize and serve Opposition to Zurich’s Motion for Protective Order	3.0
11/2/17	Review and Draft Responses to Viking’s Written Discovery to Edgeworth	1.25
11/2/17	Review Viking’s Motion to Stay Enforcement of the 10.24.17 DCRR and Request for EDCR 2.34 (e) relief	0.25
11/2/17	Draft Reply to Motion to Reconsider Pro Hac	4.25
11.2.17	Email chain with client re accountant	0.25
11.2.17	Email to Teddy Parker re status of Lange’s discovery responses and extension	0.15
11.2.17	Review email from client re what he thinks is important from Carnahan depo for MIL to Exclude	1.0
11.2.17	Review, Download & Save ORDR – Order Granting Plaintiffs Motion to Amend the Complaint to Add Viking Group , Inc.	0.30
11/2/17	Review Viking’s 16 th ECC Supplement (Carnahan Docs from FSS)	1.0
11/2/17	Review Viking’s Motion to Strike Pomerantz on OST and analyze	0.25

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11.2.17	Call with DSS	0.40
11.3.17	Call with Client	0.25
11.3.17	Call with Client	0.15
11/3/17	Finalize and serve Reply to Motion to Reconsider Pro Hac	1.25
11/3/17	Finalize and serve Motion to Compel Depositions and Reports	1.5
11/3/17	Finalize and serve motion to Compel Viking Financials	0.75
11/3/17	Draft Reply to Plaintiffs' MIL to Exclude Carnahan	2.75
11/3/17	Draft responses to Viking's written discovery to Edgeworth	0.5
11/3/17	Review Robinson response regarding Viking's position on providing the Thorpe and FSS depositions via 4 th set of RFP and attached cases	2.5
11.3.17	Review email from DSS to Robinson re DCCR from 10/24/17 hearing	0.15
11/3/17	Review letter from Robinson re revisions to the 10/24/17 DCCR; and discuss with DSS	1.25
11.3.17	Email chain with Jessica Rogers re conference call with DC Bulla	0.15
11.3.17	Email chain with Robinson re Viking's Responses to 4 th Set of RFP's and analysis	0.75
11.3.17	Review email and attachment from Robinson re changes to the 10.24.17 DCCR	0.50
11.3.17	Email chain with Robinson re deposition scheduling of Viking employees around first week of December and review of calendar	0.25
11.3.17	Review email from client re drop ceiling and pics	0.15
11.3.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding the 10.24.17 DCCR	0.30
11.5.17	Review email from client and attachment re significant events in case and analyze	0.50
11.6.17	Review email from client re Carnahan depo and load creep	1.0
11.6.17	Email to UL re conference call re UL deposition and documents	0.15
11.6.17	Email chain between AMF, DSS and client re Viking's 17 th ECC Supplement	0.50

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11/6/17	Revise Reply Plaintiffs MIL to Exclude Carnahan	3.25
11/6/17	Review Viking's 17 th ECC Supplement	1.5
11/6/17	Review Viking's 16 th ECC Supplement (Carnahan Docs from FSS)	2.0
11/6/17	TC with Susan McNicholas at UL re deposition scheduling and document production	0.25
11.6.17	Review email from DSS re calling UL attorney and response	0.15
11.6.17	Review email from DSS re mediation and response	0.15
11.6.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 17 th Supplemental Disclosure Pursuant to NRCP 16	0.30
11.6.17	Review, Download & Save Letter Discovery Commissioner Bulla re TC Confirmation and DCRR 10.24.17	0.30
11.6.17	Review, Download & Save Plaintiffs Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial information on Order Shortening time	0.30
11.6.17	Review, Download & Save Plaintiffs Motion to Compel Viking Documents and for order to Respond to Discovery on Order Shortening Time	0.30
11.6.17	Review, Download & Save Reply to Viking's Opposition to Plaintiffs Motion to Reconsider order Granting the Viking Defendants Motions to Associate Counsel	0.30
11.7.17	Call with DSS	0.15
11.7.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 18 th Supplemental Disclosures pursuant to NRCP 16	0.30
11.7.17	Review, Download & Save Plaintiffs' Reply to Viking's opposition to Motion in Limine to Exclude Defendants The Viking Corporation and Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time	0.30
11.7.17	Review, Download & Save Letter Simon re MT Strike DCRR	0.30

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11.7.17	Review, Download & Save Letter to Discovery Commissioner Bulla re Conf Call Exemplar	0.30
11.7.17	Review, Download & Save Notice of Deposition of Greg Fehr off Calendar	0.30
11.7.17	Review, Download & Save ROC of Plaintiff's Motion to Compel Financials and Motion to Compel Documents	0.30
11.7.17	Review email from Oasis re confirmation of Carnahan depo	0.25
11.7.17	Email chain with Robinson re site inspection on November 15 th	0.25
11.7.17	Review email from client and his excel documents with multiple tabs	1.5
11/7/17	Draft Continued Deposition Notices of Carnahan	0.5
11/7/17	Review DCRR from 10.24.17 returned from Bulla and make revisions	1.5
11/7/17	Finalize and serve Reply to MIL to Exclude Carnahan	2.0
11/7/17	Discussion with DSS re case	0.5
11/7/17	TC with Oasis scheduling and discussion with Janelle re re-scheduling Carnahan depo	0.25
11.7.17	Review email from DSS re drafting motion to compel financial information from Lange and response	0.15
11.7.17	Review email from DSS with attached letter from Parker	0.25
11.7.17	Review email from DSS re sending information to Pomerantz and response	0.15
11.8.17	Review, Download & Save Substitution of Attorneys for Lange Plumbing	0.30
11.8.17	Review, Download & Save Subpoena Duces Tecum for Robert Carnahan PE	0.30
11.8.17	Review, Download & Save Notice of Continued Video Deposition of Robert Carnahan, P.E. Duces Tecum	0.30
11.8.17	Review email from Evelyn Chun re depo notice of Rob Carnahan	0.15
11/8/17	Finalized and serve Amended Notice and SDT for Robert Carnahan	0.5
11/8/17	TC with Jenny at Rene Stone & Associates re: deposition is FSS/Thorpe case	0.5

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11/8/17	Review Viking's 18 th ECC Supplement	1.0
11/8/17	Draft Motion to Compel Financial documents from Lange Plumbing on OST	2.0
11/9/17	Draft and serve deposition notice and subpoena for Athanasia Dalacas	0.25
11/9/17	Review Zurich Reply to Motion for Protective Order	0.5
11/9/17	Revise DCRR for 10/24/17 hearing, serve and send over; Discussion with DSS	1.75
11/9/17	Finalize DCRR for 10/4/17, serve and send over	0.75
11/9/17	Finalize Order to exclude Rosenthal, serve and send over	0.75
11/9/17	Review 10/24/17 Transcript and conference call with Discovery Commissioner Bulla	1.0
11/9/17	TC with Mr. Parker re: case	0.5
11/9/17	Prepare for mediation	1.5
11/9/17	Review Pancoast letter and competing DCRR re Motion to Strike	0.25
11.9.17	Review email from DSS resending information to Pomerantz and response	0.15
11.9.17	Review email forwarded from DSS with Olivas job file for deposition	0.50
11.9.17	Email chain with Debbie Holloman re mediation brief	0.20
11.9.17	Review email from Susan McNicholas re UL deposition and documents	0.15
11.9.17	Email to UL re setting the UL deposition and acquiring the documents requested	0.15
11.9.17	Review, Download & Save Subpoena Duce Tecum to Athanasia EW. Dalacas, Esq.	0.30
11.9.17	Review, Download & Save Notice of Video Deposition of Athanasia E. Dalacas, Esq.	0.30
11.9.17	Review, Download & Save Non Party Zurich American Insurance Company's Reply to Plaintiff's Opposition to Motion for a Protective order, or In the Alternative to Quash Subpoenas, and Counter Motion to Compel	0.30
11.9.17	Review, Download & Save Correspondence to Judge Jones re Order Granting MIL to Exclude Jay Rosenthal	0.30
11.9.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding the 10.4.17 DCRR	0.30

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11.9.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding the 10.24.17 DCRR	0.30
11.10.17	Multiple emails to Crane Pomerantz with additional documents for his review	0.25
11.10.17	Review email from client re Viking presentation of Best practice and forward to Crane Pomerantz	0.25
11/10/17	Mediation with Floyd Hale	4.0
11/13/17	Review Viking's competing DCRRs and Order to strike Rosenthal and analyze with the transcripts/minutes	1.25
11/13/17	Review Viking's Motion to Compel Settlement Conference; Research and draft notes for opposing argument	1.5
11/13/17	Review and pull documents from the federal court case of Viking v/ Harold Rodger, et al	2.5
11/13/17	TC with Charles Rego with UL re deposition and production of documents	0.25
11/13/17	Discussion with DSS re case; Prepare and pull documents for the hearing on 11/14/17	1.5
11.13.17	Review email from DSS to client re hearing on 11/14/17	0.15
11.13.17	Review email and attachment from DSS	0.15
11.13.17	Email chain with DSS re complaint filed against Harold Rodgers	0.25
11.13.17	Review email from DSS re research re privilege log and confidentiality issues and response	0.75
11.13.17	Review email from DSS re supplementing Pomerantz opinion letter	0.15
11.13.17	Email chain with DSS re expert depositions noticed by Viking	0.15
11.13.17	Review email from DSS to George Ogilvie with documents for the contract issue	0.15
11.13.17	Review email from Charles Rego re UL deposition and documents	0.15
11.13.17	Email to Susan McNicholas re UL Deposition	0.15
11.13.17	Review email from client and attachment of "red and black chart" of activations	0.50
11.13.17	Review email and attachments from client re print out of fire department reported VK457	0.50

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11.13.17	Review email and attachments from client re print out of activation list from 2/2017	0.50
11.13.17	Review email from client re pic of VK456 fusible link	0.15
11.13.17	Review email from client and analyze re Viking's response to Carnahan	0.50
11.13.17	Review email from client re motion to exclude crane and response	0.20
11.13.17	Review email from client re hearing on 11.14.17 and response	0.15
11.13.17	Review email from client re adding Robert Edgeworth as a witness to ECC Disclosure	0.15
11.13.17	Review motion, draft email, and review email chain between client, AMF and DSS re Viking's motion for a settlement conference	2.0
11.13.17	Review email and attachment from client re his review of the 18th ECC Supplement	0.25
11.13.17	Email to Crane Pomerantz with additional documents for his review	0.25
11.13.17	Review, Download & Save Notice of Deposition of Crane Pomerantz	0.30
11.13.17	Review, Download & Save Notice of Deposition of Brian Garelli	0.30
11.13.17	Review, Download & Save Notice of Deposition of Don Koch	0.30
11.13.17	Review, Download & Save Letter to Discovery Commissioner	0.30
11.13.17	Review, Download & Save Stipulation Regarding Motion in Limine Briefing Schedule	0.30
11.13.17	Review, Download & Save Letter to Hon. Tierra Jones	0.30
11.13.17	Review, Download & Save Letter Discovery Commissioner Bulla re Mtn SC	0.30
11.13.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Motion for Mandatory Settlement Conference and Stay Rulings on the Pending Motions and Request for Order Shortening Time	0.30
11.13.17	Review, Download & Save Letter to Discovery Commissioner Bulla DCRRs	0.30
11.14.17	Call with Client	0.15

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11.14.17	Review, Download & Save Commission to Take Out of State Deposition of Rene Stone	0.30
11.14.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Rene Stone	0.30
11.14.17	Review, Download & Save Commission to Take Out of State Deposition Harold Rodgers	0.30
11.14.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition Harold Rodgers	0.30
11.14.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC.'s 14 th Supplement to Early Case Conference Witness and Exhibit List	0.30
11.14.17	Review, Download & Save Subpoena Duces Tecum for the Custodian of Records of Rene Stone and Associates	0.30
11.14.17	Review, Download & Save Notice of Deposition of Custodian of Records for Rene Stone and Associates Duces Tecum	0.30
11.14.17	Email chain with Sheri Kern with process server in CA for Rene Stone SDT	0.25
11.14.17	Review email from client re Crane expert report typo	0.20
11.14.17	Email chain with client re K statues Parker was arguing for MSJ	1.0
11/14/17	Discussion with Rene Stone & Associates re: depositions in FSS/Thorpe litigation; Draft, serve and domesticate SDT in CA	1.0
11/14/17	Draft, compile and serve Plaintiffs' 14 th ECC Supplement	1.0
11/14/17	Prepare and Attend Hearing re: Motion to Strike Carnahan and MSJ Against Lange Plumbing	3.5
11/14/17	Pull documents for Contract attorney	0.5
11/14/17	Research contract issues brought up by Parker at hearing and Discussion with DSS	2.5
11/15/17	Draft Opposition to Pomerantz Motion	4.5
11/15/17	Revise SDT and California Court documents for domestication for Rene Stone & Associates	1.0
11/15/17	Discussion re case with DSS and BJM	0.50
11.15.17	Review email and links from client re K issues	0.50

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11.15.17	Review email from client re Zurich list and Viking list and respond	0.25
11.15.17	Review email from client re calendar and respond explaining what everything is	0.50
11.15.17	Review email and link from client re Jeff Norton employment and SDT issues	0.30
11.15.17	Review email from client re evidentiary hearing questions and discuss with DSS	1.0
11.15.17	Review email from client re counsel in FSS/Thorpe case and respond	0.25
11.16.17	Email to Zamiski re outstanding bill and request for all evidence back	0.15
11.16.17	Review email and attachments from client re Zurich activations	0.50
11.16.17	Review email from client re privilege log and respond	0.25
11.16.17	Call with DSS	0.15
11.16.17	Review, Download & Save Plaintiffs' Opposition to Viking's Motion to Strike Untimely Disclosed Expert Crane Pomerantz on an Order Shortening Time and Counter Motion to Disclosure Crane Pomerantz as an Initial Expert	0.30
11.16.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Viking Documents	0.30
11.16.17	Review, Download & Save Defendant The Viking Corporation's opposition to Plaintiff's Motion to Compel Documents and Respond to Discovery Regarding Financial Information	0.30
11.16.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Confidentiality / privilege Log of Documents Subject to Stipulated Protective Order	0.30
11.16.17	Review, Download & Save Letter to D. Simon from J. Pancoast re Privilege Log	0.30
11/16/17	Finalize and Serve Opposition to Strike Pomerantz	1.5
11/16/17	Review Viking Privilege Log and documents and analyze Seattle Times case	2.75

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11/16/17	Review Viking's Oppositions to Plaintiffs' Motions to Compel Financials and Compel Discovery Responses	0.75
11/16/17	Discussion with DSS and BJM re Lange claims	0.75
11/16/17	Prepare and pull documents for hearing on 11/17/17	1.0
11.16.17	Review email from DSS re finalized opp to Pomerantz motion and response	0.15
11.16.17	Review email from DSS to Ben Miller re response to bad faith acts of Lange	0.15
11.17.17	Review email from DSS to Susan McNicholas re re-noticing depo for UL	0.15
11.17.17	Review email and attachment from Evelyn Chun re Notice to vacate Olivas	0.15
11.17.17	Review and Respond to Jorie Yambao re Kevin Hastings final invoice	0.15
11.17.17	Review email from Susan McNicholas re UL deposition and documents	0.15
11.17.17	Email chain with Hastings re final bill and request for all evidence back	0.15
11.17.17	Review, Download & Save Lange Plumbing, LLC's 12 th Supplement to NRCP 16.1 Early Case Conference List of Witnesses and Documents	0.30
11.17.17	Review, Download & Save Lange Plumbing, LLC's Responses to Plaintiffs' 3 rd Set of Requests for Production	0.30
11.17.17	Review, Download & Save Lange plumbing, LLC's Answers to Plaintiffs' 3 rd Set of Interrogatories	0.30
11.17.17	Review, Download & Save Lange Plumbing, LLC 's Responses to Plaintiffs' 2 nd Set of Requests for Production	0.30
11.17.17	Review, Download & Save Lange Plumbing, LLC's Answers to Plaintiffs' 2 nd Set of Interrogatories	0.30
11.17.17	Review, Download & Save Subpoena Duces Tecum for 30(B)(6) of the Designees of Underwriters Laboratories	0.30
11.17.17	Review, Download & Save 2 nd Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(B)(6) of Designees of Underwriters laboratories, Inc.	0.30

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11/17/17	Prepare and attend Hearing for Zurich motion for protective order, Viking Motion to Strike Pomerantz, Viking motion to Stay Enforcement of DCCR, Plaintiff Motion to Compel Financials, Plaintiff motion to Compel Discovery	3.0
11/17/17	Review Lange Plumbing's 12 th ECC Disclosure	0.25
11/17/17	Draft and serve amended deposition notice and subpoena for PMK of UL	0.50
11/20/17	Review Pancoast letter re meet and confer re MILs and draft response letter	0.50
11/20/17	Draft and send letter to Fred Knez re depositions of Rene Stone and Harold Rodgers	0.25
11.20.17	Email chain with DSS re outstanding expert bills	0.25
11.20.17	Email chain with DSS re meet and confer for MILS and hearing for Giberti's MGFS	0.25
11.20.17	Email chain with DSS re Knez letter and threat of motion to file protective order in CA for Rodgers and Rene Stone depos	0.25
11.20.17	Review email from DSS to George Ogilvie re contract issues	0.15
11.20.17	Review and respond to email from Tracy Hunt re acceptance of Don Koch binder	0.15
11.20.17	Email chain with Mary Hayes re correspondence to and from Mr. Knez re Rogers and Rene Stone depo	0.50
11.20.17	Review and respond to email from Beth Molinar re outstanding invoice for Zamiski	0.15
11.20.17	Review email from client re K and forward to George	0.20
11.20.17	Email to Koch re send outstanding bill	0.15
11.20.17	Review, Download & Save Correspondence to Counsel regarding EDCR 2.47	0.30
11.20.17	Review, Download & Save Letter to Viking Counsel re Expert Depos 11.20.17	0.30
11.20.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
11.20.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30

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11.20.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
11.22.17	Review, Download & Save Lange Plumbing, LLC's Supplemental Brief in Support of its Opposition to Plaintiff's Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Countermotion Pursuant to EDCR 2.20	0.30
11.22.17	Review, Download & Save Notice of Vacating Video Deposition of the Custodian of Records for Rene Stone and Associates	0.30
11.22.17	Review, Download & Save Notice of Vacating Video Deposition of Harold Rodgers	0.30
11.22.17	Email to Mary Hayes re notice to vacated depos of Harold Rogers and Rene Stone	0.15
11.22.17	Email documents for review to George Ogilvie	0.15
11/22/17	Draft and serve notice to vacate deposition of Rene Stone; Draft and serve notice to vacate deposition of Harold Rodgers	0.50
11.22.17	Review email from DSS re recent list of damages and response	0.15
11.22.17	Review email from DSS re sending Lange responses brief to Ogilvie and resps	0.15
11.27.17	Review email from DSS re Carnahan depo and response	0.15
11.27.17	Email chain with Rene Stone re vacating deposition	0.15
11.27.17	Email chain with Julie Lord (Dept. 10 clerk) re spellings for hearing transcript	0.25
11.27.17	Review email from Olivas re final billing	0.15
11.27.17	Review, Download & Save Notice of Vacating Video Deposition of Athanasia E. Dalacas, Esq. Duces Tecum	0.30
11.27.17	Review, Download & Save Notice of Deposition of Don Koch OFF Calendar	0.30
11.27.17	Review, Download & Save Notice of Deposition of Brian Garelli-Off Calendar	0.30
11.27.17	Review, Download & Save Notice of Deposition of Crane Pomerantz – Off Calendar	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11/27/17	Draft and serve notice to vacate deposition of Anthasia Dalacas	0.25
11/28/17	Draft and serve amended deposition notice and subpoena for Robert Carnahan	0.25
11/28/17	Review Letter from Lange and discussion with DSS	0.75
11.28.17	Review, Download & Save Subpoena Duces Tecum for Robert Carnahan PE	0.30
11.28.17	Review, Download & Save Amended Notice of Continued Video Deposition of Robert Carnahan P.E. Duces Tecum	0.30
11.29.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 19 th Supplemental NRCP 16.1 Disclosure	0.30
11.29.17	Review, Download & Save Correspondence to Counsel, dated November 29, 2017	0.30
11/29/17	Review Olgilvie response to Lange's Supplement to MSJ; Discussion with DSS re Reply	0.50
11.29.17	Review email from DSS re drafting reply to Lange's supplemental Opposition	1.50
11.29.17	Review email from DSS re drafting notice of attorney lien	0.15
11.29.17	Review email from DSS re letter from Pancoast to Simon	0.15
11.29.17	Email to Pancoast re hearing dates I front of DC Bulla in light of negotiations	0.15
11.30.17	Email to George Olgilvie instructing him to stop working on the case	0.15
11.30.17	Review, Download & Save Letter to Counsel	0.30
11.30.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding Hearings	0.30
11/30/17	Review Viking's 19 th ECC Supplement	1.0
11/30/17	Review Letter from Lange regarding discovery scheduling and discussion with DSS	0.75
11.30.17 & 12.2.17	Email chain with DSS re attorney lien	0.15
12/1/17	Draft Notice of Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	2.5
12.1.17	Review, Download & Save Lange Plumbing Verification to Rogs	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

12.1.17	Review, Download & Save Notice of Attorney Lien	0.30
12/1/17	Review Release from Viking and discussion with DSS re release	0.50
12/4/17	Draft and serve notice to vacate deposition of UL Laboratories	0.25
12/4/17	Review Lange written discovery responses	1.5
12/4/17	Discussion with DSS re scheduling and status of case	0.40
12.4.17	Review, Download & Save Notice Vacating the 2 nd Amended Video Depo of NRCP30(b) (6) Designees of Underwriters Laboratories	0.30
12.4.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
12.5.17	Email chain with UL re vacating depo	0.15
12/6/17	Review Lange's 13 th ECC Disclosure	2.5
12.6.17	Review email from DSS re notice to vacate Caranahan depo	0.15
12/6/17	Draft and serve Notice to Vacate Robert Carnahan Deposition	0.50
12/6/17	TC with Judge Jones law clerk rehearing scheduling; Discussion with DSS	0.50
12.6.17	Review, Download & Save Service Only – Lange Plumbing 13 th Supp to NRCP 16.1 ECC	0.30
12.6.17	Review, Download & Save Service Only – Notice of Vacating the Continued Video Depo of Robert Carnahan	0.30
12.7.17	Review, Download & Save MDGF- Def The Viking Corporation & Supply Network MGF Settlement & Request for OST	0.30
12/8/17	Review Viking Motion for Good Faith Settlement, Analyze and discussion with DSS	0.75
12/8/17	Review Lange's 14 th and 15 th ECC Disclosure	0.50
12.8.17	Email chain with DSS re Order Granting Giberti MGFS	0.15
12/8/17	Review Stipulation to Dismiss from Viking and discussion with DSS	0.50
12.8.17	Review, Download & Save Lange Plumbing 15 th Supplement to 16.1 ECC List Witnesses and Docs	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

12.8.17	Review, Download & Save Lange Plumbing 14 th Supp to 16.1ECC List of Witnesses and Docs	0.30
12/11/17	Discussion with DSS re client's release of claims	0.20
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12/12/17	Review Order granting Giberti Motion for Good Faith Settlement and discussion with DSS	0.25
12.12.17	Review, Download & Save Ltr. To Discovery Commissioner Bulla Re. Settlement	0.30
12.13.17	Review, Download & Save NEO Granting Third Party Def. Giberti Construction LLC Motion for Good Faith Settlement	0.30
1/2/18	Draft Notice of Amended Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	1.5
TOTAL HOURS x \$275 per hour (reduced)		762.6
TOTAL FEES		\$209,715.00

EXHIBIT T

Bar Counsel Report

CONTINUED FROM PAGE 39

Rule 1.16 states, a lawyer may withdraw from representing a client if: (1) Withdrawal can be accomplished without material adverse effect on the interests of the client; ... [or] (5) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; ..."

Here, you attempted to withdraw from representing Hillyer while discovery, trial, and a motion for summary judgment were imminent. Further, you did not diligently file the order granting your motion to withdraw.

Accordingly, you are hereby REPRIMANDED for violating RPC 1.2, 1.3, 1.4, and 1.16. In addition, pursuant to Supreme Court Rule 120(3), you are required to remit to the State Bar of Nevada the amount of \$1,500 *within 30 days* of this letter. I trust that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

In Re: CRYSTAL L. ELLER
Bar No.: 4978
Case No.: OBC19-1253
Filed: 04/06/2020

LETTER OF REPRIMAND

To Crystal L. Eller:

On March 24, 2020, a Screening Panel of the Southern Nevada Disciplinary Board considered the above-referenced grievance. Based on the evidence presented, the Panel concluded that you violated the Rules of Professional Conduct ("RPC") and should be issued a Letter of Reprimand. This letter shall constitute a delivery of that reprimand.

On or about September 12, 2019, you were retained by Adriana Cusinato (hereinafter "Ms. Cusinato") to assist her in obtaining excess proceeds from the foreclosure sale of her property. RPC 1.5 (Fees) states, in pertinent part, that a lawyer "shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses." Your contract would have entitled you to 16.5% (\$12,328.44) of the excess proceeds recovered. Receiving \$12,328.44 for, at most, two weeks of work constitutes an unreasonable fee. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to Ms. Cusinato, the public, as well as the legal profession.

Rule 5.4 (Professional Independence of a Lawyer) states that unless one of five narrow exceptions are applicable,

a lawyer or law firm "shall not share legal fees with a nonlawyer." Your contract states that "disbursements will be made to Attorney, Client, and Calnex Enterprises, Inc in accordance with agreements between Client & Attorney and Client & Calnex Enterprises, Inc." Since none of the exceptions apply, you cannot share legal fees with Calnex Enterprises, Inc. (hereinafter "Calnex") as they are non-lawyers. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to Ms. Cusinato, the public, as well as the legal profession.

Rule 7.3 (Solicitation of Clients) states, in pertinent part, that a lawyer "shall not solicit professional employment from a client with whom the lawyer has no family or prior professional relationship, by mail, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain." The term "solicitation" denotes a communication initiated by or on behalf of a lawyer or law firm that is directed to a specific person the lawyer knows or reasonable [sic] should know needs legal services in a particular matter and that offers to provide, or reasonably can be understood as offering to provide, legal services for that matter. You concede that you and Calnex were in a business relationship wherein Calnex researches and obtains the clients, and you do the legal work. Calnex contacted Ms. Cusinato and sent her legal documents for her to sign, which included your "Attorney Engagement Agreement" and "Power of Attorney." Ms. Cusinato did not speak to you, or your associate, prior to signing those documents. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to the public, as well as the legal profession.

RPC 8.4 (Misconduct), in pertinent part, states that it is professional misconduct for a lawyer to "violate or attempt to violate the RPC, knowingly assist or induce another to do so, or do so through the acts of another." By engaging in the aforementioned conduct, you violated several Rules of Professional Conduct. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to Ms. Cusinato, the public, as well as the legal profession.

Accordingly, you are hereby REPRIMANDED for violating RPC 1.5 (Fees), RPC 5.4 (Professional Independence of a Lawyer), RPC 7.3 (Solicitation of Clients), and RPC 8.4 (Misconduct). In addition, pursuant to Supreme Court Rule 120(3), you are required to remit to the State Bar of Nevada the amount of \$1,500 *within 30 days* of this Letter. I trust

that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

1. Pursuant to NRAP 34(f)(l), we have determined that oral argument is not warranted in these matters.
2. While the screening panel did not enter an order directing the matters be considered at a formal hearing until April 4, 2019, nothing in the SCRs requires a screening panel to enter an order, and generally screening panels do not enter orders. Thus, we conclude the grievances were referred to a formal hearing panel during Phillips' probation period.
3. To the extent the parties' additional arguments are not addressed herein, we conclude they do not warrant a different result.
4. The Honorable Abbi Silver voluntarily recused herself from participation in the decision of this matter.
5. The violations in the California NDC are equivalent to RPC 1.1 (competence), RPC 1.4 (communication); RPC 1.16 (declining or terminating representation), RPC 8.1 (disciplinary matters); RPC 8.4(c) (misconduct: misrepresentation); and RPC 3.4 (fairness to opposing party and counsel: knowingly disobeying obligation under rules of a tribunal) and/or RPC 8.4(d) (misconduct: prejudicial to the administration of justice).
6. We disagree with the State Bar that the California State Bar court's "willful" finding is equivalent to an "intentional" mental state in Nevada, and instead conclude that Freedman's willful conduct is akin to a knowing mental state. See ABA Standards for Imposing Lawyer Sanctions at 452 (defining acting with knowledge as a "conscious awareness of the nature or attendant circumstances of the conduct but without the conscious objective or purpose to accomplish a particular result," and the more culpable mental state of intent as acting with "conscious objective or purpose to accomplish a particular result").

PRO BONO

Honor Roll

The State Bar of Nevada Board of Governors and the Nevada Supreme Court Access to Justice Commission extend a special thanks to attorneys who generously accepted cases or participate in an Ask-A-Lawyer through the Legal Aid Center of Southern Nevada, Nevada Legal Services, Southern Nevada Senior Law Program, Volunteer Attorneys for Rural Nevadans (VARN) or Washoe Legal Services. One case can change many lives – www.onepromisenevada.org.

Attorneys who accepted new pro bono cases:

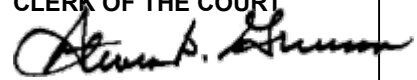
Deborah Amens	A. Jill Guingcangco	Mikyla Miller
Bradley Austin	Rikki J. Hevrin	Angela T. Otto
Joice B. Bass	Michael T. Hua	Sean Patterson
Alexis L. Brown	Amanda L. Ireland	Morgan T. Petrelli
Jordan J. Butler	Rachel M. Jacobson	Lisa A. Rasmussen
Sarah V. Carrasco	Laura L. Johns-	Michael Paul Rhodes
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Maria Gall	Bryce C. Loveland	Dan R. Waite
Kristen T. Gallagher	Lisa A. McClane	John L. Waite, III
Marybeth Gardner	Emily M. McFarling	John White
Vanessa S. Goulet	J. Scott MacDonald	Shannon R. Wilson

Attorneys who participated in Ask-A-Lawyer, Lawyer in the Library or other clinics:

Seth Adams	Allison Joffee	Yasnai
Alyssa Aklestad	Bronagh M. Kelly	Rodriguez-Zaman
Norman Allen	David Krieger	Michael V. Roth
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Lisa M. Frass	Rebecca Miller	Natalia Vander Laan
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Marjorie Guymon	Jean Parraguiree	Bruce Woodbury
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BOLD honors multiple cases accepted and/or sessions conducted within the month.

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NOAC
MORRIS LAW GROUP
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Email: rsr@morrislawgroup.com
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Las Vegas, Nevada 89106
Telephone No.: (702) 474-9400
Facsimile No.: (702) 474-9422

Attorney for Plaintiffs
Edgeworth Family Trust and
American Grating, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;)
and AMERICAN GRATING, LLC,) CASE NO.: A-16-738444-C
Plaintiffs,) DEPT NO.: X
vs.)

LANGE PLUMBING, LLC; THE) Consolidated with
VIKING CORPORATION, a)
Michigan Corporation; SUPPLY)
NETWORK, INC., dba VIKING)
SUPPLYNET, a Michigan)
Corporation; and DOES 1through)
5; and ROE entities 6 through 10,)
Defendants)

EDGEWORTH FAMILY TRUST;)
and AMERICAN GRATING, LLC,) CASE NO.: A-18-767242-C
Plaintiffs,) DEPT NO.: X
vs.) NOTICE OF ASSOCIATION OF
COUNSEL

1 DANIEL S. SIMON; THE LAW)
2 OFFICE OF DANIEL S. SIMON, a)
3 Professional Corporation d/b/a)
4 SIMON LAW; DOES 1 through 10;)
5 and, ROE entities 1 through 10,)
6 Defendants.)

7 PLEASE TAKE NOTICE that Steve Morris and Rosa Solis-Rainey of
8 MORRIS LAW GROUP hereby associate as counsel of record for Plaintiffs
9 in this case. Christine Atwood and the law firm of MESSNER REEVES
10 LLC will also remain as counsel of record.

11 MORRIS LAW GROUP

12 By: /s/ ROSA SOLIS-RAINEY
13 Steve Morris, Bar No. 1543
14 Rosa Solis-Rainey, Bar No. 7921
15 801 S. Rancho Drive, Suite B4
16 Las Vegas, Nevada 89106

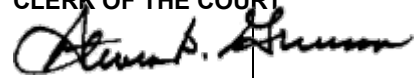
17 Attorneys for Plaintiffs
18 Edgeworth Family Trust and
19 American Grating, LLC
20
21
22
23
24
25
26
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28

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of MORRIS LAW GROUP, and that the following document was electronically filed with the Clerk of the Court and caused a true and accurate copy of the same to be served via the Odyssey File and Serve system upon all registered counsel of record: NOTICE OF ASSOCIATION OF COUNSEL

DATED this 3rd day of May, 2021.

By: /s/TRACI K. BAEZ
An Employee of Morris Law Group



JAMES R. CHRISTENSEN, ESQ.
Nevada Bar No. 003861
601 S. 6th Street
Las Vegas, NV 89101
(702) 272-0406
jim@jchristensenlaw.com
Attorney for Daniel S. Simon

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC
Plaintiffs,

vs.

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

Defendants.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON, A
PROFESSIONAL CORPORATION;
DOES 1 through 10; and, ROE
entities 1 through 10;

Defendants.

Case No.: A-16-738444-C
Dept. No.: 10

**OPPOSITION TO THE SECOND
MOTION TO RECONSIDER;
COUNTER MOTION TO
ADJUDICATE LIEN ON REMAND**

Hearing date: 5.27.21
Hearing time: 9:30 a.m.

CONSOLIDATED WITH

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

OPPOSITION TO THE SECOND MOTION FOR RECONSIDERATION

I. Relevant Procedural Overview

Over two years ago, this Court adjudicated the Simon lien and sanctioned the Edgeworths for bringing and maintaining their conversion complaint without reasonable grounds. The Supreme Court affirmed in most respects with instructions to revisit the quantum meruit fee award to Simon and the amount of the sanction levied upon the Edgeworths. The high court then denied the Edgeworths' bid for rehearing. Procedure relevant to the subject motions follows.

On December 30, 2020, the Supreme Court issued an appeal order affirming this Court in most respects; and an order finding the Simon petition for writ moot, apparently in light of the instructions on remand to revisit the quantum meruit fee award to Simon.

On January 15, 2021, the Edgeworths filed a petition for rehearing. The Edgeworths again challenged the dismissal of the conversion complaint and the sanction order. The petition did not follow the rules and was rejected.

On January 25, 2021, the Supreme Court issued a Notice in Lieu of Remittitur.

1 On January 26, 2021, the Supreme Court granted leave to the
2 Edgeworths to file an untimely petition for rehearing. *The order granting*
3 *leave to file the untimely petition was not copied to this Court.*
4

5 On March 16, 2021, per the instructions on remand, this Court issued
6 the Amended Decision and Order Granting in Part and Denying in Part,
7 Simon's Motion for Attorney's Fees and Costs ("Attorney Fee Order"). This
8 Court also issued an amended order adjudicating the lien.
9

10 On March 18, 2021, rehearing was denied by the Supreme Court. A
11 corrected order denying rehearing followed on March 22, 2021.
12

13 On March 31, 2021, the Edgeworths filed a motion for reconsideration
14 in district court.
15

16 On April 12, 2021, remitter was issued by the Supreme Court.
17

18 On April 28, 2021, this Court issued the Third Amended Decision and
19 Order on Motion to Adjudicate Lien ("Third Lien Order").
20

21 On May 3, 2021, the Edgeworths filed their second motion for
22 reconsideration.
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II. Summary of Arguments

The second Edgeworth motion for reconsideration addresses the Third Lien Order and the Attorney Fee Order. Simon opposes the motion to reconsider the Third Lien Order, acknowledges the Attorney Fee Order must be refiled; and brings a counter motion to adjudicate the lien and/or reconsider the Third Lien Order regarding the quantum meruit fee award to Simon per the remand instructions.

A. The Third Lien Order

The Edgeworths' second motion to reconsider the Third Lien Order is without merit. The Edgeworths do not present adequate grounds for reconsideration.

First, the Edgeworths assert they are due reconsideration because they were deprived of "the right to reply" in support of their first motion for reconsideration. The Edgeworths are incorrect. The Edgeworths do not provide a citation to support the claim that the opportunity to reply is a fundamental right. The Edgeworths did not make an offer of proof regarding the reply, and thus did not establish they suffered undue prejudice. Nor did the Edgeworths provide authority that motion practice is required before the Court acts on the remand instructions. In any event,

1 the Edgeworths have had ample notice and many opportunities to be heard
2 on lien adjudication. Process does not provide a basis for reconsideration.

3 Second, the Edgeworths argue for reconsideration by making the
4 claim that a disagreement over the facts underlying the quantum meruit
5 decision amounts to a clear error of law. The argument is poor. A
6 disagreement over facts is not a clear error of law meriting reconsideration.
7
8 The determination of attorney fees under quantum meruit is within the
9 discretion of the district court. As such, the Edgeworths are effectively
10 foreclosed from relief via promotion of their own factual narrative under the
11 abuse of discretion standard. Further, the Edgeworths' frivolous
12 conversion narrative, which they have morphed into an equally frivolous
13 extortion narrative in the current motion, was solidly rejected by this Court
14 and the Supreme Court. The Edgeworths did not provide the substantially
15 different evidence required for reconsideration, they have merely served up
16 different spin.
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22 Finally, the Edgeworths complain about a scrivener's error regarding
23 costs owed. In doing so, the Edgeworths note but fail to take to heart the
24 "Costs Owed" section of the Third Lien Order which specifically states that
25 costs were paid, and no costs are currently owed. Specific language
26
27
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1 controls over general language. Thus, there is no possibility of undue
2 prejudice and no basis to reconsider the Third Lien Order is presented.

3 **B. The Attorney Fee Order**

4
5 The Attorney Fee Order was issued before remittitur. Accordingly,
6 the order must be refiled. The Edgeworths appear to have abandoned their
7 challenge to the conservative amount of fees awarded. As to Clark's costs,
8 Simon has already informed the Edgeworths that only the amount of the bill
9 (\$2,520.00) will be sought. Accordingly, while Simon does not oppose
10 changing the cost number for Clark's fees in the Attorney Fee Order, no
11 prejudice will result to the Edgeworths regardless.
12
13
14

15 **C. Simon's Counter Motion**

16 Whether the counter motion is more properly presented as a motion
17 to adjudicate the lien on remand or as a motion to reconsider, Simon
18 respectfully requests this Court to revisit its quantum meruit decision
19 expressed in the Third Lien Order. Simon requests that the Court abide by
20 the finding affirmed on appeal that the implied contract was discharged and
21 therefore, not enforce the implied payment term for work performed after
22 September 19, 2017. Re-adjudication and/or reconsideration on this point
23 may be had because the use of an implied payment term of a discharged
24 contract as controlling in a fee adjudication is a clear error of law.
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1 Simon's counter motion is well-supported by the uncontested
2 declaration of Will Kemp, whom this Court has already recognized as an
3 expert.
4

5 **IV. Rebuttal to the Edgeworths' statement of facts and related**
6 **argument**
7

8 The Edgeworths' factual arguments are inaccurate and contrary to
9 the Court's affirmed findings. Because the facts are well known, only a
10 brief response follows.
11

12 **A. The Edgeworths have the case file.**
13

14 The Edgeworths continue their false argument regarding the case file.
15 During lien adjudication, everything Vannah requested was provided, but
16 Vannah did not request the file. (Ex. 1, Day 4 at 26.)
17

18 In 2020, a different Edgeworth lawyer asked for the file and the file
19 was given directly to Brian Edgeworth as requested. (Ex. 2, Ex. 3, & Ex. 4.)
20 As can be seen from the attached correspondence, there were certain
21 matters that were not produced because they were covered by non-
22 disclosure agreements, etc. The privileged items withheld did not present a
23 problem until the Edgeworths filed their second motion for reconsideration
24 when they apparently felt the need for an additional argument.
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1 After the Edgeworths filed their second motion for reconsideration,
2 counsel spoke about the file. Letters were exchanged and are attached.
3 (Ex. 5 & 6.) As can be seen from the Simon response, the allegations of
4 stripping emails, etc., are farfetched. (Ex. 6.)

5
6 In addition, NRS 7.055 applies to a “discharged attorney”. Before
7 admitting to discharge at a point when the Edgeworths thought the change
8 of course might benefit them, the Edgeworths had consistently denied they
9 had discharged Simon, for example at the evidentiary hearing:
10
11

12 MR. VANNAH: Of course, he’s never been fired. He’s still counsel of
13 record. He’s never been fired.

14 (Ex. 1, Day 4 at 22:1-2.) And before the Supreme Court:

15 Neither the facts nor the law supports a finding of any sort of
16 discharge of Simon by Appellants, constructive or otherwise.

17 (Ex. 7, opening brief excerpt, at 10.)
18

19 The Edgeworths wasted time and resources on their frivolous no
20 discharge stance; therefore, new sanctions are warranted based on their
21 recent admission that Simon really was discharged. *Capanna v. Orth*, 134
22 Nev. 888, 432 P.3d 726 (2018) (sanctions are appropriate when a claim or
23 defense is maintained without reasonable grounds). Rebutting the
24 Edgeworths’ frivolous no discharge position wasted at least a day of the
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1 evidentiary hearing, and many hours spent briefing the issue at the district
2 court and appellate levels.

3 **B. The November 17 meeting**

4
5 The Edgeworths' description of the November 17 meeting is fanciful
6 and rehashes claims made at the evidentiary hearing which the Court
7 found wanting. The latest version contains factual claims that are not in the
8 findings and are not supported by citation to the record.
9

10 The Edgeworths admitted six times in their opening appeal brief that
11 they were not found to be credible. (Ex. 7 at 11,12,15,18, & 28.) The latest
12 factual claims corroborate the many Edgeworth admissions that they are
13 not credible.
14
15

16 **C. The privileged Viking email of November 21**

17 The November 21 email was sent between two different lawyers
18 representing Viking; accordingly, Simon did not know its contents. The
19 Edgeworths did not disclose how they obtained a privileged email sent
20 between Viking's lawyers. Further, the Edgeworths did not address how
21 they propose the Court could consider this new proffer of evidence years
22 after the evidentiary hearing ended.
23
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1 Nevertheless, the email supports Simon. Simon agrees that Viking
2 was aware confidentiality was an issue and that the confidentiality term was
3 removed after November 21.
4

5 **D. The date of the Viking settlement and release terms**

6 Continuing the lack of credibility theme, the Edgeworths argue: “***all***
7 ***negotiations were complete by November 27***”. (Bold and italics in
8 original.) (2nd Mot., at 12:21-22.) Putting aside that the bolded factual
9 assertion is not supported by what the cited record states, there is a larger
10 problem in that the factual claim is contrary to the findings of this Court.
11

12 On November 19, 2018, the Court made finding of fact #13:
13

14 13. On the evening of November 15, 2017, the Edgeworths
15 received the first settlement offer for their claims against the Viking
16 Corporation (“Viking”). However, the claims were not settled until on
17 or after December 1, 2017.

18 (Ex. 8 at 4:22-24, & Third Lien Order at F.F. #13 at 4:22-24.) A good
19 portion of the second motion for reconsideration dwells on factual claims
20 contrary to the finding (see, e.g., 2nd Mot., at 4:5-6:11), while never
21 mentioning or contrasting finding of fact #13 - which is now the law of the
22 case.
23

24 The Edgeworths have taken so many bites at the evidentiary apple
25 that it is down to the core. They do not get another. This issue is over.
26
27
28

1 **E. The Lange settlement**

2 In a new brand-new factual claim, raised years after the evidentiary
3 hearing, the Edgeworths accuse Simon of slow walking the Lange
4 settlement. The accusation is untimely and unfair, resolution of a complex
5 case takes time. Further, Simon had been fired by the clients, was being
6 frivolously sued by his former clients, and was working via replacement
7 counsel who acknowledged in open court he did not know what was going
8 on:
9
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11

12 MR. VANNAH: If you take out the form and content, I don't know
13 anything about the case, and I want – I don't know anything about the
14 case – I mean, we're not involved in a case. You understand that,
15 Teddy?

16 MR.PARKER: I do.

17 MR. VANNAH: We – we're not involved a case in any way shape, or
18 form.

19 (Ex. 9, February 20, 2018 Transcript at 3:22-4:3.)

20 In the November 19, 2018, Lien Order this Court found that Simon
21 was due recognition for improving the position of his former clients. (See,
22 e.g., Ex. 8 at 19:19-20:1.) This aspect of the Lien Order was not
23 challenged on appeal and is now the law of the case. The finding was
24 repeated in the Third Lien Order. (Third Lien Order at 20:8-17.) The
25 Edgeworth assertions are wholly without merit.
26
27
28

1 **F. This Court took testimony regarding the work performed at**
2 **the evidentiary hearing.**

3 The Edgeworths proclaim that the “only evidence in the record of
4 work Simon claims to have performed post-discharge is set forth in the
5 “super bill”. (2nd Mot., at 9:24-25.) The claim is not true. The Court took
6 days of testimony at the evidentiary hearing regarding work that was done,
7 some of which is cited by the Court in the Third Lien Order. (See, e.g.,
8 Third Lien Order at 18-22.)
9

10 Finally, the assertion that only simple acts remained to be addressed
11 is belied by Vannah’s statements, acts, and emails. Vannah openly
12 admitted he was in deep water and needed Simon to close the case. If
13 Vannah, at \$925 dollars an hour, does not feel competent to close out the
14 case, then the work that remained is more than ministerial, just as this
15 Court found.
16

17 **G. The Viking settlement drafts**

18 The Edgeworths first raised a complaint over the Viking tender of
19 settlement drafts, instead of a certified check, in their first motion for
20 reconsideration, years after the evidentiary hearing. The grievance is
21 repeated in the second motion. (2nd Mot., at 6:12-2.) The picayune
22 criticism would have been better left unraised because it underscores the
23 weakness of the Edgeworths’ overall position.
24
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1 In addition to being untimely, the complaint is nonsensical. Viking
2 tendered settlement drafts in the proper amount which were deposited and
3 cleared. At worst, the Viking drafts can be seen as falling within the ambit
4 of substitute performance - which is normally not a problem at least when
5 the Edgeworths are not involved. The Edgeworths and Vannah did not
6 raise the settlement drafts as an issue years ago, and the settlement drafts
7 should not be an issue to the Edgeworths and their latest counsel today.
8
9

10 **IV. Argument**

11
12 The Edgeworths did not provide an adequate basis for this Court to
13 grant reconsideration of the Third Lien Order. Reconsideration is rarely
14 granted and only when there is considerably different evidence or a clear
15 error. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga &*
16 *Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.3d 486, 489 (1997) (reconsideration
17 may be granted on rare occasion when there is "substantially different
18 evidence ... or the decision is clearly erroneous").
19
20
21

22 The Edgeworths' argument they received inadequate process is
23 unsupported and incorrect. The Edgeworths merely rehash old factual
24 arguments about the inferences to be had from the evidence, they do not
25 present substantially different evidence. Finally, the Edgeworths do not
26
27
28

1 present a clear error of law in the Third Lien Order. Reconsideration is not
2 warranted.

3 **A. The Edgeworths received due process.**
4

5 The Edgeworths claim they did not receive due process and are due
6 reconsideration on that basis, because they only had a short time in which
7 to file a reply. (2nd Mot., at 2:27-3:7 & 10:18-19.) The claim is
8 unsupported, and the Edgeworths do not present cogent argument or
9 relevant authority. Hence, the argument can be ignored. *See, Edwards v.*
10 *Emperor's Garden Rest.*, 122 Nev. 317, 330 n. 38, 130 P.3d 1280, 1288
11 n.38 (2006). Similarly, the Edgeworths do not provide argument or
12 authority that additional briefing was contemplated or required on remand.
13
14
15
16 (*Ibid.*)

17
18 Importantly, the Edgeworths do not present an offer of the reply
19 arguments they were deprived of or explain how a reply would have
20 changed the outcome.
21

22 In this case, there were multiple filings and hearings regarding
23 adjudication of the lien. There was a five-day evidentiary hearing and post
24 hearing arguments and motion practice. There was an appeal. The
25 Edgeworths have had more than sufficient notice and a generous
26 opportunity to be heard. *See, e.g., Callie v. Bowling*, 123 Nev. 181, 160
27
28

1 P.3d 878 (2007) (procedural due process is afforded when a party has
2 notice and an opportunity to be heard).

3 The Edgeworths request for reconsideration based on a lack of due
4 process is without merit.

6 **B. The Edgeworths' latest quantum meruit arguments merely**
7 **rehash or spin prior arguments and evidence.**

8 The Edgeworths argue they are due reconsideration because the
9 Court made a poor factual decision. The argument does not raise to the
10 level required for a district court to grant reconsideration. *Masonry & Tile*
11 *Contractors Ass'n of S. Nevada*, 113 Nev. 737, 741, 941 P.3d 486, 489
12 (reconsideration may be granted on rare occasion when there is
13 "substantially different evidence ... or the decision is clearly erroneous").
14

15 In support of their request for reconsideration, the Edgeworths argue
16 their latest factual narrative. However, the latest narrative is not based on
17 substantially different evidence, it is based on the latest spin. The
18 Edgeworths do not explain how this Court can ignore its own factual
19 findings which are now law of the case and now find, for example, that
20 Simon "slow walked" the Lange settlement.¹
21
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28 ¹ At the hearing of 2/20/2018, attorney Teddy Parker explained how adding Vannah to the mix caused some extra steps and delay. (Ex. 9.)

1 The Edgeworths' arguments are exposed by their return yet again to
2 the use of *ad hominin* attacks against Simon. Just as the claim of
3 conversion against Simon was frivolous, so too is the claim of extortion. An
4 attorney is due a reasonable fee. NRS 18.015. An attorney may file a lien
5 when there is a fee dispute. NRS 18.015. The use of a lien is not an
6 ethical violation. NRS 18.015(5). An attorney can take steps to protect
7 themselves and/or to secure a reasonable fee for their work. NRS 18.015
8 & NRPC 1.16(b)(6). The only limit is an attorney cannot seek an
9 unreasonable fee. NRCP 1.5. The expert testimony of Will Kemp stands
10 un rebutted, the fee sought by Simon is reasonable under the market
11 approach. The latest frivolous accusation is simply a continuation of the
12 Edgeworths desire to "punish" Simon.
13
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17 Here, this Court already found that Simon legitimately used a
18 statutory attorney lien to seek a reasonable fee. This Court already found
19 that Simon's work was exceptional, and the result obtained was impressive.
20 Yet, the Edgeworths frivolously sued Simon for conversion claiming Simon
21 was owed nothing - even though they admitted to already receiving more
22 money than the claim was worth, and that Simon was in fact owed fees and
23 costs. The ill placed trust argument is Simons to use, not the Edgeworths.
24
25
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1 The Edgeworths did not present substantially different facts, nor did
2 they demonstrate clear error. There is no basis for reconsideration.

3 **C. The cost award**
4

5 The Edgeworths protest the cost language in the conclusion of the
6 Third Lien Order as grounds for reconsideration. Yet, the Edgeworths
7 acknowledge that the costs are correctly found as paid on page 18 of the
8 same order. In so doing the Edgeworths establish that there is no undue
9 prejudice. The order's specific and detailed language on page 18 controls
10 over the general language in the conclusion.
11
12

13 **D. The Attorney Fee Order**
14

15 The Attorney Fee Order needs to be re-filed. Although Simon will
16 only seek the amount Clark billed in any event, Simon has no objection to
17 the correction of the amount of costs related to Clark's fees, \$2,520.00.
18

19 **VI. Conclusion**
20

21 The motion for reconsideration is without merit. Simon requests the
22 motion be denied and the Edgeworths sanctioned for needlessly extending
23 this case.
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**COUNTER MOTION TO ADJUDICATE LIEN ON
REMAND/RECONSIDERATION**

I. Introduction to the Counter Motion

On December 30, 2020, the Supreme Court issued two orders addressing the Edgeworth appeal and the Simon writ petition. The appeal order affirmed this Court in all but two respects. The appeal order remanded the case with instructions to re-address the quantum meruit award of fees to Simon and to re-address the amount of fees assessed as a sanction against the Edgeworths for pursuit of their frivolous conversion complaint. In the writ order, the Simon petition on the manner of calculation of quantum meruit for outstanding fees due at the time of discharge was denied as moot, apparently in consideration of the instructions on remand contained in the appeal order.

Simon moves for adjudication of the lien/reconsideration regarding the calculation of the quantum meruit fee award per the remand instructions and the *Brunzell* factors as stated in the attached declaration of Will Kemp.

1 **II. The Court may Reconsider the Quantum Meruit Award on a**
2 **Claim of Clear Legal Error.**

3 The Court found that Simon worked for the Edgeworths on the
4 sprinkler case on an implied in fact contract; and, that Simon was
5 discharged from the contract on November 29, 2017. (Third Lien Order at
6 9:1-9 & 12:16-17.)
7

8
9 The Court found that Simon was paid under the implied contract
10 through September 19, 2017, and was not paid for considerable work that
11 came after September 19. (Third Lien Order at 14:26-15:3.)
12

13 This Court also concluded that:
14

15 When a lawyer is discharged by the client, the lawyer is no longer
16 compensated under the discharged/breached/repudiated contract,
17 but is paid based on quantum meruit. (Citations omitted.)

18 (Third Lien Order at 18:5-6.) The conclusion coincides with NRS 18.015(2)
19 and case law. The conclusion and the findings were affirmed on appeal.
20 *Edgeworth Family Trust*, 477 P.3d 1129 (table) 2020 WL 7828800.
21

22 However, the payment term of the repudiated implied contract was
23 enforced for the time worked from September 19 through November 29,
24 2017. Retroactive enforcement of the payment term of a discharged or
25 repudiated contract is not consistent with the finding quoted above, NRS
26 18.015(2) or case law. The conflict with established law creates clear error
27
28

1 needed under *Masonry & Tile Contractors Ass'n of S. Nevada*, 113 Nev.
2 737, 741, 941 P.3d 486, 489, for reconsideration. Simon respectfully
3 submits that the correct path is to use quantum meruit as the measure to
4 compensate Simon for work performed from the date of September 19,
5 2017 forward.
6

7
8 **A. When a fee contract is terminated by the client, the amount of**
9 **the outstanding fee due the attorney is determined by quantum**
10 **meruit.**

11 The Edgeworths discharged Simon on November 29, 2017. Thus,
12 the fee contract was repudiated as of that date. The Edgeworths
13 terminated the fee contract before the lien was served, before funds were
14 paid and before Simon was paid for work dating from September 19, 2017.
15 Therefore, the implied fee contract had been repudiated and was not
16 enforceable when the lien was adjudicated, and the amount Simon should
17 be paid from September 19 is not controlled by the repudiated implied
18 contract.
19
20
21

22 When a lawyer is discharged by the client, the lawyer is no longer
23 compensated under the discharged contract but is paid based on *quantum*
24 *merit*. *Edgeworth Family Trust*, 477 P.3d 1129 (table) 2020 WL 7828800;
25 *Golightly v. Gassner*, 281 P.3d 1176 (Nev. 2009) (unreported) (discharged
26 attorney paid by *quantum merit* rather than by contingency); *citing, Gordon*
27
28

1 v. *Stewart*, 324 P.3d 234 (1958) (attorney paid in *quantum merit* after client
2 breach of agreement); and, *Cooke v. Gove*, 114 P.2d 87 (Nev. 1941)(fees
3 awarded in *quantum merit* when there was no agreement).
4

5 This Court cited *Rosenberg* in concluding the Edgeworths fired
6 Simon. *Rosenberg v. Calderon Automation, Inc.*, 1986 Ohio App. LEXIS
7 5460 (1986). In *Rosenberg*, Calderon stopped all communication with his
8 lawyer, Rosenberg, on the eve of a settlement. Rosenberg sought his fees.
9

10 The *Rosenberg* court found that Rosenberg was constructively
11 discharged when Calderon stopped speaking with the lawyer. On the
12 question of compensation, the court found that termination of a contract by
13 a party after part performance of the other party *entitles the performing*
14 *party to elect to recover the value of the labor performed irrespective of the*
15 *contract price. Id.*, at *19. In other words, the lawyer is not held to the
16 payment term of the repudiated contract, but rather receives a reasonable
17 fee under quantum meruit.
18
19
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21

22 The Edgeworths did not admit to firing Simon even after they stopped
23 communication and then frivolously sued for conversion. Even as late as
24 the appeal, the Edgeworths denied firing Simon in a transparent gambit to
25 avoid a reasonable fee under quantum meruit. The law is clear that
26 because Simon was fired, Simon's outstanding fee for the work performed
27
28

1 on the sprinkler case after September 19, 2017, is set by quantum meruit,
2 the reasonable value of services rendered as per NRS 18.015(1). Simon
3 respectfully requests this Court use quantum meruit to reach the attorney
4 fee due Simon for work performed after September 19, instead of
5 retroactively applying the payment term of the discharged fee contract.
6

7
8 **B. The quantum meruit award**

9 Will Kemp testified as an expert on product defect litigation, the
10 prevailing market rate for such litigation in the community², and the method
11 of determination of a reasonable fee for work performed on a product case
12 in Las Vegas. Mr. Kemp's credentials are well known, and his opinion was
13 beyond question.
14
15

16 The Edgeworths have gone to ridiculous lengths to punish Simon and
17 extend this dispute, such as hiring counsel at \$925 an hour and filing a
18 frivolous complaint. Yet even the Edgeworths did not attempt an attack on
19 Mr. Kemp; his opinion was so solid, it stood unrebutted.
20
21

22 Mr. Kemp has provided a declaration in which he reviewed his
23 unrebutted opinion in the light of the Supreme Court orders. (Ex. 10) Mr.
24 Kemp responded to the Supreme Court's instructions and explained how
25
26

27 ² The Edgeworths also rely upon the prevailing market rate as a metric for
28 quantum meruit, although they misapply the standard. 1st Mot., at 21:10-21.

1 his opinion is in agreement. Mr. Kemp also reviewed the *Brunzell* factors
2 and concluded that a reasonable fee under the prevailing market rate of the
3 community for product liability trial counsel from September 19, 2017,
4 through February of 2018, is \$2,072,393.75.
5

6 **III. Conclusion**

7
8 Simon respectfully suggests the Court make a reasonable fee award
9 based on the market rate under quantum meruit for the work performed
10 following September 19, 2017, through February of 2018, in accord with
11 the unrefuted opinion of Will Kemp, which is consistent with the Supreme
12 Court's order of remand.
13

14
15 DATED this 13th day of May 2021.

16 /s/ James R. Christensen
17 JAMES CHRISTENSEN, ESQ.
18 Nevada Bar No. 003861
19 601 S. 6th Street
20 Las Vegas, NV 89101
21 (702) 272-0406
22 (702) 272-0415
23 jim@jchristensenlaw.com
24 Attorney for Daniel S. Simon
25
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EXHIBIT 1

AA00553

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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

vs.

LANGE PLUMBING, LLC, ET AL.,

Defendants.

CASE#: A-16-738444-C

DEPT. X

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

vs.

DANIEL S. SIMON, ET AL.,

Defendants.

CASE#: A-18-767242-C

DEPT. X

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

RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 4

APPEARANCES:

For the Plaintiff:

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

For the Defendant:

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

RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 MR. VANNAH: Of course, he's never been fired. He's still
2 counsel of record. He's never been fired. There's no -- in fact, there's an
3 email telling him that you are still on the case, do a good job.

4 THE COURT: And I've seen that email, Mr. Vannah. So, I
5 mean, we're going to -- I know Mr. Simon's characterization of what
6 happened is he believed he was fired and that is the reason -- based on
7 the reasons that he's already testified to here this morning. But the
8 constructive discharge issue is still an issue that's before this Court that I
9 have yet to decide on.

10 MR. CHRISTENSEN: Correct, Your Honor. And perhaps it
11 was inartful phrasing of the question, but Mr. Simon has already testified
12 that he felt he had been fired --

13 THE COURT: I understand. He testified to the --

14 MR. CHRISTENSEN: -- so that was the gist in which the
15 question was -- was made.

16 THE COURT: Right. And he testified the reasons for which
17 he felt that way.

18 MR. CHRISTENSEN: However, I just for the record I do
19 disagree with Mr. Vannah's characterization.

20 THE COURT: And I know. I mean that's an issue that I'm
21 going to decide as part of what we're having this hearing about, but I
22 understand Mr. Simon believed he was fired, he testified to it, as well as
23 he testified to the reasons for which he was fired. So that's based on Mr.
24 Simon's understanding.

25 BY MR. CHRISTENSEN:

1 pending motions for summary judgment and counter summary
2 judgment. I mean there was just so much going on it was crazy.

3 Q What kind of contact did you receive from Vannah and
4 Vannah to become involved in that process to effect a compromise?

5 MR. VANNAH: Your Honor, let me object again as leading. I
6 never called him to effect a compromise. It's leading. He's testifying as
7 to his theory of the case. He's leading every single question.

8 THE COURT: Well, I mean, I think the -- I mean if he gets to
9 change the first word of that to did, did you receive any communication
10 from Vannah and Vannah?

11 BY MR. CHRISTENSEN:

12 Q Did Vannah and Vannah call?

13 A No.

14 Q Did you receive requests for the file?

15 A Didn't receive a request for the file. I think we had our first
16 meaningful discussion on a conference call with Mr. Vannah, Mr.
17 Greene, yourself, and myself, on December 7th.

18 Q Okay.

19 A I'm sure I had prior conversations, I think you did, too, with
20 Mr. Greene, but they weren't too meaningful because he always had to
21 check with Mr. Vannah.

22 Q What were you doing during that period with regard to the
23 underlying case?

24 A What I was expected to do.

25 MR. VANNAH; I'm sorry --

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[Counsel confer]

MR. VANNAH: Okay. So sounds great.

So, let me be kind to your staff. So now we're looking to at 11:00, so from 11:00 a.m. to 5:00, which I don't have a problem with. But --

THE COURT: At some point we're going to have to break in there, I mean, I understand Mr. Christensen is going to schedule, we'll work it out with Judge. Herndon. But yeah, at some we're going to have to a break and eat, we all need to eat.

MR. CHRISTIANSEN: As soon as I am done with the witness I will go back to my murder trial and let --

THE COURT: Oh, okay, okay. Yeah. Well we're still going to take a little recess.

[Counsel confer]

THE COURT: Yeah. We'll get Mr. Christiansen out of here then we will break for lunch, and then you guys --

MR. CHRISTIANSEN: And then come back.

THE COURT: Yeah. So, I'll keep that whole afternoon open for you guys. So, yeah, that's what we'll do. We'll get Mr. Christiansen, so will get Mrs. Edgeworth on, Mr. Christiansen out of here, and then we'll break for lunch, and then you guys will come back and close.

MR. CHRISTIANSEN: Thank you very much.

MR. VANNAH: Thank you, Judge.

THE COURT: Thank you.

MR. CHRISTIANSEN: Judge, thanks for you accommodations.

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MR. VANNAH: Thank you.

THE COURT: No problem.

MR. VANNAH: That's been great.

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

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



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

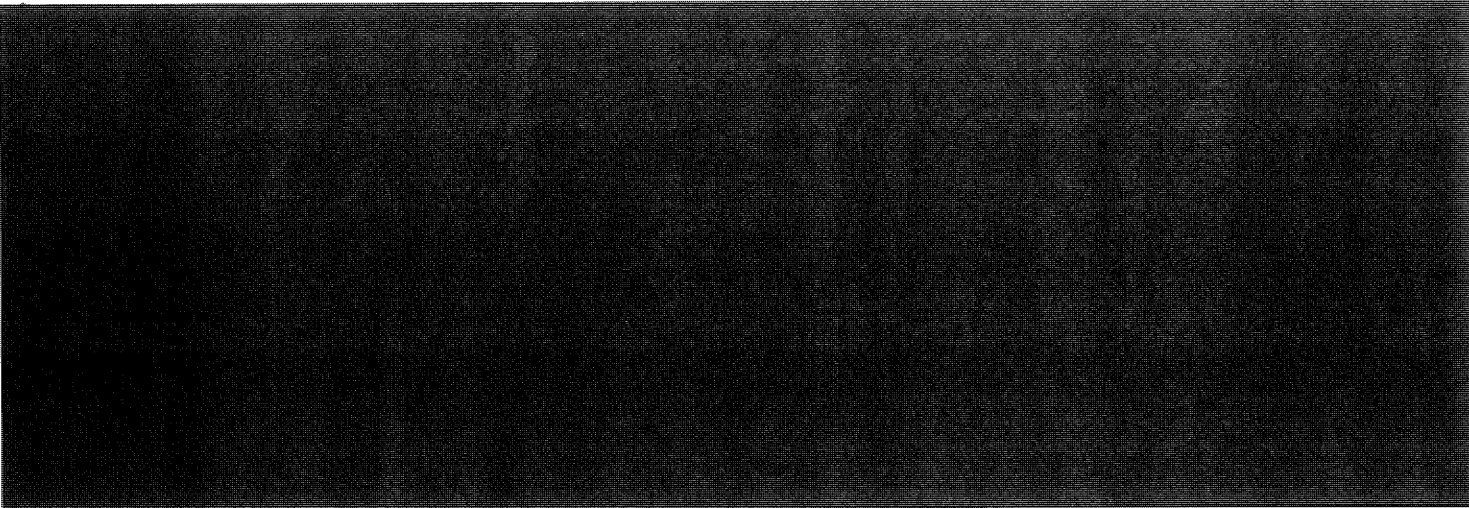
EXHIBIT 2

Ashley Ferrel

From: Kendelee Works <kworks@christiansenlaw.com>
Sent: Sunday, May 17, 2020 4:24 PM
To: Patricia Lee
Cc: Peter S. Christiansen; Jonathan Crain
Subject: Simon v. Edgeworth et al: underlying client file
Attachments: Edgeworth Stipulated Protective Order.pdf; ATT00001.txt

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.



From: Patricia Lee <plee@hutchlegal.com>
Date: May 19, 2020 at 12:01:58 AM PDT
To: Kendelea Works <kworks@christiansenlaw.com>
Cc: "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain <jcrain@christiansenlaw.com>
Subject: RE: Simon v. Edgeworth et al: underlying client file

Kendelea: With respect to the Edgeworth defendants, they are presumably bound by the protective order and are absolutely entitled to receive all of the information that makes up their legal file per NRS 7.055. As they are parties to the Protective Order, which does not prevent them from being in possession of this information, we once again maintain that the entirety of the file must be produced prior to the expiration of the 5-day notice. As counsel for the Edgeworths, we will analyze the information produced (once it's finally produced) to determine which portions are arguably within the scope of the executed Protective Order and will conduct ourselves accordingly. In short, the Protective Order cannot be an excuse for withholding the entirety of the file. In closing, we will expect the entirety of the file prior to the expiration of the 5-day notice. Thank you.

Best regards,

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

From: Kendelea Works [mailto:kworks@christiansenlaw.com]
Sent: Sunday, May 17, 2020 4:24 PM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Simon v. Edgeworth et al: underlying client file

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course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.

Patricia Lee

Partner

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HUTCHISON & STEFFEN, PLLC

(702) 385-2500

[https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fhutchlegal.com&c=E,1,cRiERkp9asyMf9da1Eez-TkgyK9xpnev6jW1kBUxNGSQ7cJZAAf0EKBhFMNQHSKhI6rX-](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fhutchlegal.com&c=E,1,cRiERkp9asyMf9da1Eez-TkgyK9xpnev6jW1kBUxNGSQ7cJZAAf0EKBhFMNQHSKhI6rX-ptGKeMd8xfV4NB0UYGVvmSmzkNNxc3HE4osCK4r3D8u&typo=1)

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[3GheG5gB_gVQouOExbzZEBZUwcxggb6A5D0blhHeBbegA6OhVIIJ09SNGOku5B6neVVHI1h2LorQQw9YpG](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyyYy7g-PD4-eUB1t_oi-3GheG5gB_gVQouOExbzZEBZUwcxggb6A5D0blhHeBbegA6OhVIIJ09SNGOku5B6neVVHI1h2LorQQw9YpGSHF3Vgh2U1VxiNee8,&typo=1)

[SHF3Vgh2U1VxiNee8,&typo=1](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyyYy7g-PD4-eUB1t_oi-3GheG5gB_gVQouOExbzZEBZUwcxggb6A5D0blhHeBbegA6OhVIIJ09SNGOku5B6neVVHI1h2LorQQw9YpGSHF3Vgh2U1VxiNee8,&typo=1)>

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Ashley Ferrel

From: Kendelee Works <kworks@christiansenlaw.com>
Sent: Friday, May 22, 2020 9:40 AM
To: Patricia Lee
Cc: Peter S. Christiansen; Jonathan Crain
Subject: Re: Simon v. Edgeworth et al: underlying client file
Attachments: Exhibit A.pdf; ATT00001.htm

Patricia,

We understand that the Edgeworths are a party to the Protective Order and thus, bound by its terms. However, section 7.1 makes clear that a party in receipt of protected materials may only use such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,
KLW



From: Patricia Lee <plee@hutchlegal.com>
Date: May 22, 2020 at 4:40:31 PM PDT
To: Kendelea Works <kworks@christiansenlaw.com>
Cc: "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain
<jcrain@christiansenlaw.com>
Subject: RE: Simon v. Edgeworth et al: underlying client file

Kendelea: Please arrange to have the file mailed directly to Mr. Edgeworth at the following address:

Brian Edgeowrth
American Grating
1191 Center Point Drive
Henderson, Nevada 89074

You may send the bill for the carrier or postage to my attention for payment, or, alternatively, we can arrange for Fed Ex to pick it up for delivery directly to Mr. Edgeworth, whichever you prefer. As we will not be receiving any portion of the file, my firm does not need to execute a wholesale agreement with respect to the Protective Order. In any event, the terms of the Protective Order itself mandates that Mr. Simon's office return or destroy all CONFIDENTIAL information produced within 60 days of the conclusion of the dispute. My understanding is that the underlying dispute has been concluded for some time. It is therefore unclear what documents you would even still have in your possession that would be deemed "Protected."

In any event, we will not be dispatching anyone to your office as we are carefully minimizing our staff's exposure to third party situations in light of COVID. Please let me know if you would like us to arrange Fed Ex pick up for delivery to Mr.

Edgeworth. Otherwise, please have it mailed via carrier to Mr. Edgeworth and send us the bill for such delivery. Thank you.

Best regards,

From: Kendelee Works [mailto:kworks@christiansenlaw.com]
Sent: Friday, May 22, 2020 3:40 PM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

On May 22, 2020, at 10:28 AM, Patricia Lee <PLee@hutchlegal.com> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

From: Kendelee Works [mailto:kworks@christiansenlaw.com]
Sent: Friday, May 22, 2020 10:15 AM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

To be clear, are you refusing to sign off on the Acknowledgment and be bound by the protective order?

On May 22, 2020, at 9:51 AM, Patricia Lee
<PLee@hutchlegal.com> wrote:

Kendelelee: You may produce the protected portions of the Edgeworth's file (which, based on the definitions set forth in the Protective Order are likely limited) directly to them as they are under the protective order. We will expect full production of the Edgeworth's legal file today. Thank you.

Best regards,

From: Kendelelee Works [mailto:kworks@christiansenlaw.com]
Sent: Friday, May 22, 2020 9:40 AM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

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We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,
KLW

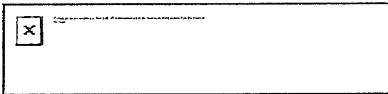
Patricia Lee
Partner



HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com

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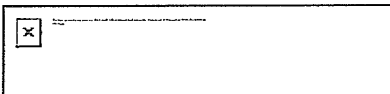
Patricia Lee
Partner



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Patricia Lee
Partner



HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com



From: Patricia Lee <PLee@hutchlegal.com>
Subject: RE: Simon v. Edgeworth et al: underlying client file
Date: May 27, 2020 at 2:37:51 PM PDT
To: "Peter S. Christiansen" <pete@christiansenlaw.com>
Cc: Jonathan Crain <jcrain@christiansenlaw.com>, Kendelee Works
<kworks@christiansenlaw.com>

Mr. Christiansen: We will inform our client that their attorney file, sans documents clearly marked "Confidential," should be received by them shortly. It is my understanding that the "action" to which the Protective Order pertains is the underlying products defect action, not the unrelated attorneys' lien matter which involves different parties and different issues. It is therefore perplexing that you still consider the litigation to which the Protective Order clearly applies, to still be "ongoing." In any event, I appreciate your office finally agreeing to turn over those parts of the file that are not deemed "Confidential," (which is what I suggested at the outset when initially confronted with the "Protective Order") and depositing the balance

with the Court. As for my comment, "I'm not refusing anything," it was not an agreement that I would sign a blanket protective order with language subjecting my firm to liability. If you read the rest of my email, it was actually me that was trying to seek clarification about your firm's position with respect to the Edgeworths' legal file (which was to be produced by the 14th per the agreement of the parties).

As for my demands and threats, they are neither baseless nor "threatening." It is your firm's actions that have triggered the need for repeated extra-judicial intervention by my firm. Indeed, right out of the gate your firm, after waiting 3 months to serve a complaint, ran to court with your "hair on fire" demanding that my clients turn over all of their personal electronic devices for full imaging by a third party, with absolutely zero explanation as to the "emergency" or any explanation as to why extraordinary protocols were even warranted. When I asked about it during our call, you retorted that "this was not the time nor place to discuss these issues." When presented with a different preservation protocol, that still contemplated full imaging of "all" electronic devices, I followed up with a series of clarifying questions, which have gone unanswered by your firm to date.

Next, your firm files a completely untenable opposition to Ms. Carteen's routine *pro hac vice* application, which I tried to resolve with your associate outside of the need for further motion practice, which attempts were solidly rebuffed by your office.

Finally, the simple act of providing a former client with his or her file has somehow become unnecessarily complicated by the introduction of a "Protective Order" which your office insisted that my firm execute prior to the production of the same. The Edgeworths are absolutely entitled to their legal file without the need to propound discovery. Thank you for finally agreeing to send it.

It is clear that your office is taking a scorched earth approach to this litigation in an attempt to inflate costs and wage a war of attrition. Mr. Simon, who is likely the author of many if not all of the pleadings and papers being generated on your end, has the luxury of being an attorney and can therefore better manage and control costs

on his end, and use his abilities to vexatiously multiply the proceedings to the material detriment of my clients.

As I have stated from the first time that you and I spoke on the phone, it is always my goal to work cooperatively with opposing counsel so long as doing so does not prejudice my client. Reciprocally, I would expect the same professionalism on the other end. Thanks Peter.

Best regards,

From: Peter S. Christiansen [<mailto:pete@christiansenlaw.com>]
Sent: Wednesday, May 27, 2020 12:57 PM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Jonathan Crain <jcrain@christiansenlaw.com>; Kendelee Works <kworks@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

Ms. Lee:

Your erratic and inconsistent emails make responding rationally difficult. You first demanded we turn the Edgeworth file over to you ASAP and followed with a series of threats. When we agreed to turn over the file but noted there was a protective order in place you responded that because your client is bound by the order there should be no issue providing you with the entire file, including the confidential protected material. We then pointed out that use of the confidential material was limited to the underlying litigation and counsel of record in that particular case, which you were not. You then stated you were not refusing to "sign anything," seemingly indicating you would sign the Acknowledgement and agreement to be bound. When we sent the Stip for you to sign you then pivoted and DEMANDED we send the entire file to the Edgeworths via mail b/c your office is observing covid protocol (which is funny in light of your ridiculous timed demands for the file forcing my office to work).

While we are willing to provide the Edgeworth's with their file (despite that discovery has not yet begun and there remains a charging lien in place), my client is bound by a protective order which it has become apparent you are attempting to circumvent (perhaps in an attempt to conjure up another baseless counterclaim or frivolous accusations against my client). Further, you stated that it was your understanding that the underlying dispute has been concluded for some time and you are unclear what documents we would have in our possession that would be deemed "protected." Your understanding is incorrect. Pursuant to the protective order, these documents are only supposed to be destroyed within 60 days of the final

disposition of the "action." Since the fee dispute litigation is ongoing, these documents have not been destroyed.

As a result, we will mail the Edgeworths the file without the protected confidential material. If you want to sign the Acknowledgment and agree to be bound, we will produce the entire file. Short of that, we intend to deposit the balance of the file with the clerk and seek the court's guidance as to how to proceed. That will of course require input from counsel for both Lange and Viking (Mr. Parker and Mr. Henriod).

Lastly, please refrain from any further baseless demands, threats and personal attacks in this matter. We prefer to proceed professionally so that we may all litigate this case on the merits.

Thanks,

PSC

Peter S. Christiansen, Esq.
Christiansen Law Offices
810 S. Casino Center Boulevard
Las Vegas, NV 89101
Phone (702) 240-7979
Fax (866) 412-6992

This email is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, or the employee or agent responsible for delivering the email to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

From: Patricia Lee <PLee@hutchlegal.com>
Sent: Wednesday, May 27, 2020 8:52 AM
To: Kendelee Works
Cc: Peter S. Christiansen; Jonathan Crain
Subject: Re: Simon v. Edgeworth et al: underlying client file

Please confirm that you have mailed the Edgeworth's legal file.

Best regards,

Sent from my iPhone

On May 22, 2020, at 3:40 PM, Kendelea Works
<kworks@christiansenlaw.com> wrote:

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

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So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

From: Kendelea Works
[<mailto:kworks@christiansenlaw.com>]
Sent: Friday, May 22, 2020 10:15 AM
To: Patricia Lee <PLee@hutchlegal.com>

Cc: Peter S. Christiansen <pete@christiansenlaw.com>;
Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client
file

To be clear, are you refusing to sign off on the
Acknowledgment and be bound by the protective
order?

On May 22, 2020, at 9:51 AM,
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Kendelelee: You may produce
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Cc: Peter S. Christiansen
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Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al:
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clear that a party in receipt of
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such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,
KLW

Patricia Lee
Partner



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hutchlegal.com

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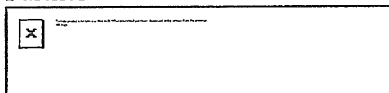
Patricia Lee
Partner



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Patricia Lee
Partner



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Patricia Lee
Partner

EXHIBIT 3

AA00576

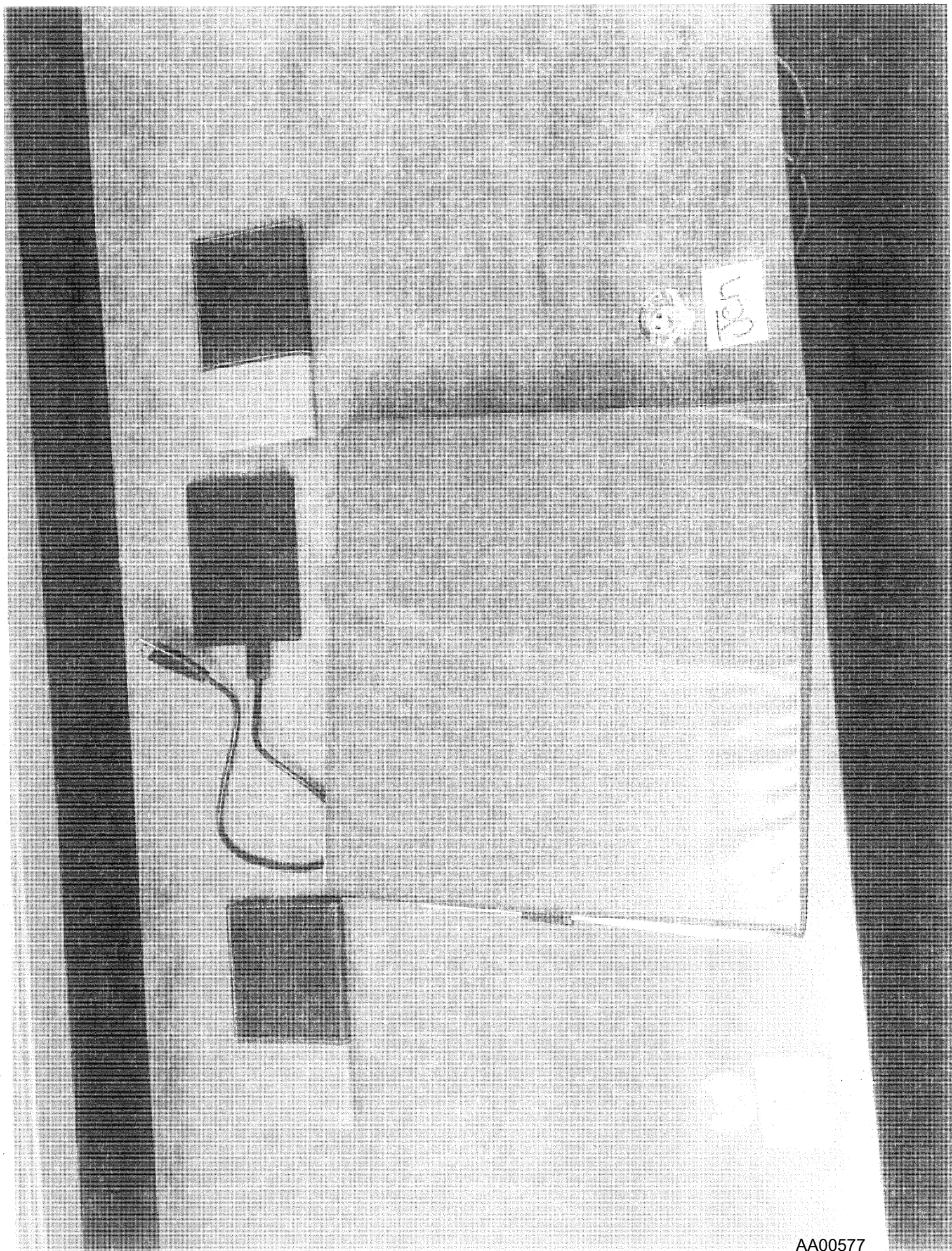


EXHIBIT 4



Dear Customer,

The following is the proof-of-delivery for tracking number: 393277379817

Delivery Information:

Status:	Delivered	Delivered To:	
Signed for by:	M.BRIAN	Delivery Location:	
Service type:	FedEx Priority Overnight		
Special Handling:	Deliver Weekday; No Signature Required		HENDERSON, NV,
		Delivery date:	May 28, 2020 10:16

Shipping Information:

Tracking number:	393277379817	Ship Date:	May 27, 2020
		Weight:	
Recipient:		Shipper:	
HENDERSON, NV, US,		LAS VEGAS, NV, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

AA00579



TRACK ANOTHER SHIPMENT

393277379817

ADD NICKNAME



Delivered
Thursday, May 28, 2020 at 10:16 am



DELIVERED

Signed for by: M.BRIAN

GET STATUS UPDATES

OBTAIN PROOF OF DELIVERY

FROM

LAS VEGAS, NV US

TO

HENDERSON, NV US

Travel History

TIME ZONE

Local Scan Time



Thursday, May 28, 2020

10:16 AM

HENDERSON, NV

Delivered

Shipment Facts

TRACKING NUMBER

393277379817

SERVICE

FedEx Priority Overnight

SPECIAL HANDLING SECTION

Deliver Weekday, No Signature Required

SHIP DATE

5/27/20 ?

ACTUAL DELIVERY

5/28/20 at 10:16 am

EXHIBIT 5

AA00581

MORRIS LAW GROUP

ATTORNEYS AT LAW

801 S. RANCHO DR., STE. B4
LAS VEGAS, NV 89106
TELEPHONE: 702/474-9400
FACSIMILE: 702/474-9422
WEBSITE: WWW.MORRISLAWGROUP.COM

May 4, 2021

VIA EMAIL: jim@jchristensenlaw.com

James R. Christensen

601 S. 6th Street

Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C*

Dear Jim:

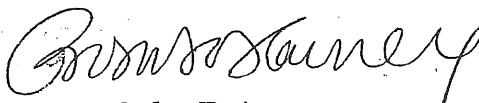
As discussed in our call, please consider this formal demand, pursuant to NRS 7.055, that your client provide mine with the complete client file in the above-referenced case. I understand Mr. Simon (or someone on his behalf) previously provided portions of the file to Mr. Edgeworth, however, the file provided is incomplete.

Among the items missing are all attachments to emails included in the production, all correspondence, including email, with third-parties regarding the settlement of the Viking and Lange Plumbing claims, other drafts of the settlement agreements, communications regarding experts, including the expert reports themselves, all research conducted and/or research memos prepared on behalf of and paid by my clients.

NRS 7.055 is unambiguous that an attorney must, "upon demand and payment of the fee due from the client, deliver to the client all papers, documents, pleadings, and ~~items~~ of tangible personal property which belong to *or were prepared for that client.*"

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Rosa Solis-Rainey

EXHIBIT 6

James R. Christensen Esq.
601 S. 6th Street
Las Vegas, NV 89101
Ph: (702)272-0406 Fax: (702)272-0415
E-mail: jim@jchristensenlaw.com

May 7, 2021

Via E-Mail

Rosa Solis-Rainey
Morris Law Group
801 S. Rancho Drive Suite B4
Las Vegas, NV 89106
rsr@morrislawgroup.com

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

Thank you for your letter of May 4, 2021, concerning the case file. At the outset, it is doubtful that NRS 7.055 applies because the full fee has not yet been paid, and recent motion practice may further delay payment of the fee. That said, as discussed last year, my client is willing to reasonably comply within the bounds of the law, which has been done.

There was a good deal of discussion last year regarding the impact of a non-disclosure agreement (NDA) on providing discovery information and expert reports which relied upon, cited to, and incorporated discovery subject to the NDA. I was not involved in the file production last year, but I have reviewed the correspondence. A fair reading seems to be that the NDA counterparties reaffirmed their position, the Edgeworths and their counsel declined to be bound by the NDA, and as a result it was agreed that items subject to an NDA would not be provided. If there has been a change in position on being bound by an NDA, or if you want to discuss the prior agreement, please let me know.

I need some clarification on the email attachment request. There are thousands of emails. Many emails repeat the same attachment in a forward or a reply. Further, it is believed that all the attachments have been provided, although multiple copies have not been provided each as a specific attachment to a particular email. For example, please review the first motion for reconsideration filed this year and the opposition. Your client argued that a stipulation and order attached to an email had been intentionally withheld. Of course, the argument was groundless. The stipulation and order had been signed by the court and was a matter of public record and is in the file produced. At some point, reasonableness and proportionality must be considered. Perhaps if you could provide some specificity.

I will confer with my client on the research and draft settlement agreements and get back to you.

Lastly, the file is quite large, I would be surprised if no gaps existed.

I will speak with my client and provide a further response per above next week. Please clarify your NDA position and provide some specificity to the attachment request.

I believe that covers all the areas raised. If not, please let me know.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

/s/ James R. Christensen

JAMES R. CHRISTENSEN

JRC/dmc
cc: Client(s)

EXHIBIT 7

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

Electronically Filed
Aug 08 2019 11:42 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

EDGEWORTH FAMILY TRUST;
AND AMERICAN GRATING, LLC,

Appellants/Cross Respondents.

vs.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON, A
PROFESSIONAL CORPORATION;
DOES I through X, inclusive, and ROE
CORPORATIONS I through X,
inclusive,

Respondents/Cross-Appellants.

Supreme Court Case

**No. 77678 consolidated with No.
78176**

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Appellants,

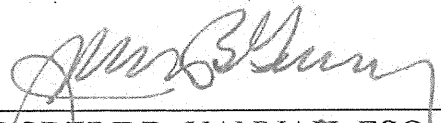
vs.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON, A
PROFESSIONAL CORPORATION;
DOES I through X, inclusive, and ROE
CORPORATIONS I through X,
inclusive,

Respondents.

APPEAL FROM FINAL JUDGMENTS ENTERED FOLLOWING
EVIDENTIARY HEARING
THE EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY, NEVADA
THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE

APPELLANTS' OPENING BRIEF



ROBERT D. VANNAH, ESQ.
Nevada State Bar No. 2503
JOHN B. GREENE, ESQ.
Nevada Bar No. 004279
VANNAH & VANNAH
400 South Seventh Street, 4th Floor
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*Attorneys for Appellants/Cross
Respondents*
EDGEWORTH FAMILY TRUST;
AND, AMERICAN GRATING, LLC

The District Court further decided Simon was “entitled to a reasonable fee in the amount of \$200,000.” *AA, Vol. 2, 000370-000373*. Appellants contest the District Court’s constructive discharge determination and appeal the its determination of the \$200,000 amount. Why?

Neither the facts nor the law supports a finding of any sort of discharge of Simon by Appellants, constructive or otherwise. Appellants needed him to complete his work on their settlements, and he continued to work and to bill. *AA, Vols. 1 & 2 000301:4-11; 000159-163, 000263-000265*. Plus, the amount of the awarded fees doesn’t have a nexus to reality or the facts. Could there be a better barometer of truth of the reasonable value of Simon’s work in wrapping up the ministerial tasks of the Viking and Lange cases for those five weeks than the work he actually performed? No.

When it became clear to him that his Plan A of a contingency fee wasn’t allowed per NRPC 1.5(c), Simon adopted Plan Zombie (“Z”) by creating a “super bill” that he spent weeks preparing that contains every entry for every item of work that he allegedly performed from May 27, 2016 (plus do-overs; add-ons; mistakes; etc.), through January 8, 2018. *AA, Vols 1 & 2 000053-000267*. It also contains some doozies, like a 23-hour day billing marathon, etc. *Id., Vols 1 & 2 000159-000163; 000263-000265* All of the itemized tasks billed by Simon and Ms. Ferrel (at \$550/\$275 per hour, respectively) for that slim slot of time total **\$33,811.25**. *Id.*

How is it less than an abuse of discretion to morph \$33,811.25 into \$200,000 for five weeks of nothing more than mop up work on these facts?

E. The District Court's Dismissal of Appellants' Amended Complaint

Settlements in favor of Appellants for substantial amounts of money were reached with the two flood defendants on November 30 and December 7, 2017. *AA, Vol 3 000518-3:22-25, 000518-4:1-6*. But Simon wrongfully continued to lay claim to nearly \$1,977,843 of Appellants' property, and he refused to release the full amount of the settlement proceeds to Appellants. *AA, Vols. 1 & 2 000006; 000300*. When Simon refused to release the full amount of the settlement proceeds to Appellants, litigation was filed and served. *AA, Vols. 1 & 2 000014; 000358:10-12*.

Appellants filed an Amended Complaint on March 15, 2018, asserting Breach of Contract, Declaratory Relief, Conversion, and for Breach of the Implied Covenant of Good Faith and Fair Dealing. *AA, Vol. 2 000305*. Eight months later, the District Court dismissed Appellants' Amended Complaint. *Id., 000384:1-4*. In doing so, the District Court ignored the standard of reviewing such motions by disbelieving Appellants and adopting the arguments of Simon. Therefore, Appellants appeal the District Court's decision to dismiss their Amended Complaint. *AA, Vol. 2 000425-000426*.

**F. The District Court's Award of \$50,000 in Attorney's Fees
and \$5,000 in Costs**

After Simon filed a Motion for Attorney's Fees and Costs, the District Court awarded Simon \$50,000 in attorney's fees and \$5,000 in costs. *AA, Vol. 2 000484:1-2*. The District Court again ignored the standard of review, believed Simon over Appellants, and held that the conversion claims brought against Simon were maintained in bad faith. *AA, Vol 2 000482:16-23*. The District Court awarded these fees and costs without providing any justification or rationale as to the amounts awarded. *Id., at 000484*. Appellants appealed the District Court's decision to award \$50,000 attorney's fees and \$5,000 costs. *AA, Vol 2 000485-000486*.

G. The Amounts in Controversy

Appellants have no disagreement with the District Court's review of all of Simon's invoices from May 27, 2016, through January 8, 2018. Specifically, it reviewed Simon's bills and determined that the reasonable value of his services from May 27, 2016, through September 19, 2017, was \$367,606.25. *AA, Vol 2000353-000374*. Appellants paid this sum in full. *Id., 000356*. It also determined that the reasonable value of Simon's services from September 20, 2017, through November 29, 2017, was \$284,982.50. *Id., 000366-000369*. Appellants do not dispute this award, either. In reaching that conclusion and award, the District Court

reviewed all, and rejected many, of Simon's billing entries on his "super bill" for a variety of excellent reasons. *Id.*, 000366-000369; 000374.

Appellants do, however, dispute the award of a bonus in the guise of fees of \$200,000 to Simon from November 30, 2017, through January 8, 2018. In using the same fee analysis the District Court applied above, Simon would be entitled to an additional \$33,811.25, which reflects the work he actually admits he performed, for a difference of \$166,188.75. *AA Vols. 1 & 2* 000373-000374; 000159-163; 000263-000265. Appellants also dispute the \$50,000 in fees and \$5,000 in costs awarded to Simon when the District Court wrongfully dismissed Appellants' Amended Complaint, etc.

Finally, Appellants assert that once Simon's lien was adjudicated in the amount of \$484,982.50, with Simon still holding claim to \$1,492,861.30, he is wrongfully retaining an interest in \$1,007,878.80 of Appellants funds. *AA, Vol. 2* 000415-000424. That's an unconstitutional pre-judgment writ of attachment. *Sniadach v. Family Finance Corp. of Bay View*, 395 U.S. 337 (1969).

IV. PROCEDURAL OVERVIEW:

Simon filed a Motion to Adjudicate his \$1,977,843.80 lien on January 24, 2018. *AA, Vols. 1 & 2* 000025-000276. Appellants opposed that Motion. *AA, Vol. 2* 000277-000304. The District Court set an evidentiary hearing over five days on this lien adjudication issue. *AA, Vol. 3* 000488. Appellants argued there was no

basis in fact or law for Simon's fugitive attorney's liens, or his Motion to Adjudicate Attorney's Lien, and that the amount of Simon's lien was unjustified under NRS 18.015(2). *AA, Vol. 2 000284: 21-27*. Appellants further argued that there was in fact an oral contract for fees between Simon and Appellants consisting of \$550/hr for Simon's services that was proved through the testimony of Brian Edgeworth and through the course of consistent performance between the parties from the first billing entry to the last. *Id., 000284-000292*.

The District Court found that Simon asserted a valid charging lien under NRS 18.015. *AA, Vol. 2 000358: 18-28*. The District Court also determined that November 29, 2017, was the date Appellants constructively discharged Simon. *Id.* As a result, the District Court found that Simon was entitled to quantum meruit compensation from November 30, 2017, to January 8, 2018, in the amount of \$200,000. *Id., 000373-000374*.

**A. Simon's Motion to Dismiss Amended Complaint Under
NRS 12(B)(5)**

Simon filed a Motion to Dismiss Appellants' Amended Complaint pursuant to NRCP 12(b)(5). Appellants opposed Simon's Motion and argued that the claims against Simon were soundly based in fact and law. *AA, Vol. 2 000344-000351*. Appellants also stressed that Nevada is a notice-pleading jurisdiction, which the Amended Complaint had clearly met the procedural requirement of asserting "a

short and plain statement of the claim showing that the pleader is entitled to relief....” *NRCP 8(a)(1)*. *AA, Vol. 2 000343*.

However, the District Court chose to believe Simon and dismissed Appellants’ Amended Complaint in its entirety. *AA, Vol. 2 000384*. The District Court noted that after the Evidentiary Hearing and in its Order Adjudicating Attorney’s Lien, no express contract was formed, only an implied contract existed, and Appellants were not entitled to the full amount of their settlement proceeds. *Id.* Yet, whose responsibility was it to prepare and present the fee agreement to the clients—Appellants—for signature? Simon’s. Whose fault—invited error—was it that it wasn’t? Simon’s, of course, as he’s the lawyer in the relationship. *NRPC 1.5(b)*. Regardless, the District Court dismissed Appellants’ Amended Complaint. *AA, Vol. 2 000384*. It did so without allowing any discovery and barely eight months after it was filed. *AA, Vol. 2 000381, 000384*.

B. Simon’s Motion for Attorney’s Fees and Costs

Simon filed a Motion for Attorney’s Fees and Costs on December 7, 2018. Appellants opposed Simon’s Motion, arguing their claims against Simon were maintained in good faith. *AA, Vol. 2 000437-000438*. They further argued it would be an abuse of discretion for the District Court to award Simon attorney’s fees when such fees were substantially incurred as a result of the evidentiary hearing to adjudicate Simon’s own lien and conduct, namely his exorbitant \$1,977,843.80

attorney's lien. *AA, Vol. 2 000432-000435*. The District Court awarded Simon \$50,000 in fees under NRS 18.010 (2)(b), and \$5,000 in costs, but providing no explanation in its Order as to the amount of the award. *Id.*

V. STANDARD OF REVIEW:

A. Adjudicating Attorney's Liens - Abuse of Discretion:

A district court's decision on attorney's lien adjudications is reviewed for abuse of discretion standard. *Frank Settlemeyer & Sons, Inc. v. Smith & Harmer, Ltd.*, 124 Nev. 1206, 1215 (2008). An abuse of discretion occurs when the court bases its decision on a clearly erroneous factual determination or it disregards controlling law. *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660–61 (2004) (holding that relying on factual findings that are “clearly erroneous or not supported by substantial evidence” can be an abuse of discretion (internal quotations omitted)). *MB Am., Inc. v. Alaska Pac. Leasing*, 367 P.3d 1286, 1292 (2016).

B. Motions to Dismiss – de novo Review

An order on a motion to dismiss is reviewed de novo. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). De novo review requires a matter be considered anew, as if it had not been heard before and as if no decision had been rendered previously. *United States v. Silverman*, 861 F.2d 571, 576 (9th Cir.1988).

C. Motions for Attorney's Fees and Costs – *Abuse of Discretion*

A district court's decision on an award of fees and costs is reviewed for an abuse of discretion. *Gunderson v. D.R. Norton, Inc.*, 130 Nev. 67, 319 P.3d 606, 615 (2014); *LVMPD v. Yeghiazarian*, 129 Nev. 760, 766, 312 P.3d 503, 508 (2013). An abuse of discretion occurs when the district court bases its decision on a clearly erroneous factual determination or it disregards controlling law. *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660–61 (2004) (holding that relying on factual findings that are “clearly erroneous or not supported by substantial evidence” can be an abuse of discretion (internal quotations omitted)). *MB Am., Inc. v. Alaska Pac. Leasing*, 367 P.3d 1286, 1292 (2016).

VI. SUMMARY OF ARGUMENTS:

There was no basis in fact or law for the content of Simon's fugitive lien, as its amount was never *agreed upon* by the attorney and the client under NRS 18.015(2). *Id.* In fact, there was a clear fee agreement between Appellants and Simon whereby Simon was to represent Appellants in the flood lawsuit in exchange for an hourly fee of \$550. *Id.* Upon settlement of the underlying case, when Simon refused to hand over Appellants' settlement funds post lien-adjudication, effectively retaining \$1,492,861.30 of Appellants' undisputed funds, a conversion of Appellants' settlement funds had taken place. And still does today.

Reviewing the District Court's Order Dismissing Appellants' Amended Complaint *de novo*, it is clear the District Court committed reversible legal error when it: 1.) Used the wrong legal standard when analyzing the Amended Complaint; 2.) Failed to accept all of Appellants' factual allegations in the complaint as true; and, 3.) Failed to draw all inferences in favor of Appellants. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). Rather than follow the law, the District Court did just the opposite here by ignoring the law, believing Simon's story, and drawing all inference in favor of Simon. That can't be allowed to stand.

To make the abuse of discretionary matters worse, when Simon moved for attorney's fees and costs on December 7, 2018, the District Court wrongfully awarded Simon another \$50,000 pursuant to NRS 18.010(2)(b), and \$5,000 in costs. *AA, Vol. 2 000484:1-2*. The \$50,000 award was a manifest abuse of discretion, as it was predicated on the District Court's: 1.) Abuse of discretion by dismissing Appellants' Amended Complaint in the first place by applying the exact opposite standard of ignoring Appellants' allegations and inferences and believing Simon; 2.) Inaccurately finding that Appellants' conversion claim was maintained in bad faith; and, 3.) Failure to consider the *Brunzell* factors. *Hornwood v. Smith's Food King No. 1*, 807 P2d 209 (1991) And in its Order awarding \$50,000 in fees

VIII. CONCLUSION/ RELIEF SOUGHT:

The District Court committed clear and reversible error when it applied the wrong standard in considering Simon's Motion to Dismiss. When it should have considered all of Appellants' allegations and inferences as true, the District Court did just the opposite and believed Simon.

The District Court also committed clear and reversible error and abused its discretion in awarding Simon an additional \$50,000 in fees and \$5,000 in costs while dismissing Appellants' Amended Complaint, a pleading that never should have been dismissed to begin with. Even so, these fees were awarded without the requisite analysis that Nevada law requires.

The District Court also committed clear and reversible error and abused its discretion in awarding Simon an additional \$200,000 in fees under the guise of the equitable remedy of quantum meruit and its plus one, an attorney's "charging" lien. The facts are clear that Simon was never discharged and never acted as such, at least through the conclusion of the flood litigation. Instead, he continued to work the case through January 8, 2018, continued to represent Appellants, completed the ministerial work to close out the flood case, and billed for all his efforts.

Plus, quantum meruit is an equitable remedy and equity requires clean hands. *In re De Laurentis Entertainment Group*, 983 F.3d 1269, 1272 (1992);

requires every assertion in the brief regarding matters in the record to be supported by a reference to the page of the reporter's transcript or appendix, where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 8th day of August, 2019.

VANNAH & VANNAH



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CERTIFICATE OF SERVICE

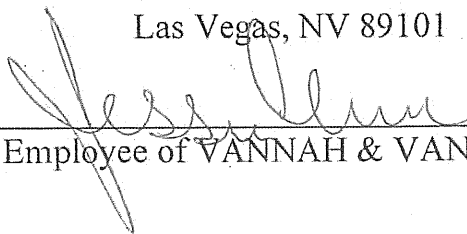
Pursuant to the provisions of NRAP, I certify that on the 8th day of August, 2019, I served **APPELLANTS' OPENING BRIEF** on all parties to this action, electronically, as follows:

James R. Christensen, Esq.

JAMES R. CHRISTENSEN, P.C.

601 S. 6th Street

Las Vegas, NV 89101



An Employee of VANNAH & VANNAH

EXHIBIT 8

1 **ORD**

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

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

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: XXVI

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

14 Defendants.

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

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

17 Plaintiffs,

18 vs.

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

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

21 Defendants.
22

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

24 This case came on for an evidentiary hearing August 27-30, 2018 and concluded on
25 September 18, 2018, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable
26 Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon
27 d/b/a Simon Law ("Defendants" or "Law Office" or "Simon" or "Mr. Simon") having appeared in
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1 person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James
2 Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
3 "Edgeworths") having appeared through Brian and Angela Edgeworth, and by and through their
4 attorneys of record, the law firm of Vannah and Vannah, Chtd. Robert Vannah, Esq. and John
5 Greene, Esq. The Court having considered the evidence, arguments of counsel and being fully
6 advised of the matters herein, the **COURT FINDS:**

7
8 **FINDINGS OF FACT**

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

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

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

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

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

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

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

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

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

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

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

25 (Def. Exhibit 27).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 (Def. Exhibit 43).

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

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

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

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

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

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

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

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

16 17 CONCLUSION OF LAW

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

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

23 NRS 18.015(1)(a) states:

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

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

27 Nev. Rev. Stat. 18.015.

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

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

13 14 *Fee Agreement*

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

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

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

14 (Def. Exhibit 27).

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

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

26 *Constructive Discharge*

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

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

- 1 • Suing an attorney creates constructive discharge. See Tao v. Probate Court for the Northeast
2 Dist. #26, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). See also Maples v.
3 Thomas, 565 U.S. 266 (2012); Harris v. State, 2017 Nev. LEXIS 111; and Guerrero v. State,
4 2017 Nev. Unpubl. LEXIS 472.
- 5 • Taking actions that preventing effective representation creates constructive discharge.
6 McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

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

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

- 16 Client retains Attorneys to represent him as his Attorneys regarding
17 Edgeworth Family Trust and AMERICAN GRATING V. ALL VIKING
18 ENTITIES and all damages including, but not limited to, all claims in this
19 matter and empowers them to do all things to effect a compromise in said
20 matter, or to institute such legal action as may be advisable in their judgment,
21 and agrees to pay them for their services, on the following conditions:
- 22 a) ...
 - 23 b) ...
 - 24 c) Client agrees that his attorneys will work to consummate a settlement of
25 \$6,000,000 from the Viking entities and any settlement amount agreed to be
26 paid by the Lange entity. Client also agrees that attorneys will work to reach
27 an agreement amongst the parties to resolve all claims in the Lange and
28 Viking litigation.

29 Id.

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

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

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

13 Id.

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

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

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

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

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

27 //

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

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

5 NRS 18.015 states:

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

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

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

13 2. A lien pursuant to subsection 1 is for the amount of any fee which has
14 been agreed upon by the attorney and client. In the absence of an agreement,
15 the lien is for a reasonable fee for the services which the attorney has rendered
16 for the client.

17 3. An attorney perfects a lien described in subsection 1 by serving notice
18 in writing, in person or by certified mail, return receipt requested, upon his or
19 her client and, if applicable, upon the party against whom the client has a
20 cause of action, claiming the lien and stating the amount of the lien.

21 4. A lien pursuant to:

22 (a) Paragraph (a) of subsection 1 attaches to any verdict, judgment or
23 decree entered and to any money or property which is recovered on account of
24 the suit or other action; and

25 (b) Paragraph (b) of subsection 1 attaches to any file or other property
26 properly left in the possession of the attorney by his or her client, including,
27 without limitation, copies of the attorney's file if the original documents
28 received from the client have been returned to the client, and authorizes the
attorney to retain any such file or property until such time as an adjudication
is made pursuant to subsection 6, from the time of service of the notices
required by this section.

5. A lien pursuant to paragraph (b) of subsection 1 must not be
construed as inconsistent with the attorney's professional responsibilities to
the client.

6. On motion filed by an attorney having a lien under this section, the
attorney's client or any party who has been served with notice of the lien, the
court shall, after 5 days' notice to all interested parties, adjudicate the rights of
the attorney, client or other parties and enforce the lien.

7. Collection of attorney's fees by a lien under this section may be
utilized with, after or independently of any other method of collection.

1 Nev. Rev. Stat. 18.015.

2 NRS 18.015(2) matches Nevada contract law. If there is an express contract, then the contract terms
3 are applied. Here, there was no express contract for the fee amount, however there was an implied
4 contract when Simon began to bill the Edgeworths for fees in the amount of \$550 per hour for his
5 services, and \$275 per hour for the services of his associates. This contract was in effect until
6 November 29, 2017, when he was constructively discharged from representing the Edgeworths.
7 After he was constructively discharged, under NRS 18.015(2) and Nevada contract law, Simon is
8 due a reasonable fee- that is, quantum meruit.

9
10 *Implied Contract*

11 On December 2, 2016, an implied contract for fees was created. The implied fee was \$550
12 an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was
13 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was
14 created when invoices were sent to the Edgeworths, and they paid the invoices.

15 The invoices that were sent to the Edgeworths indicate that they were for costs and attorney's
16 fees, and these invoices were paid by the Edgeworths. Though the invoice says that the fees were
17 reduced, there is no evidence that establishes that there was any discussion with the Edgeworths as
18 to how much of a reduction was being taken, and that the invoices did not need to be paid. There is
19 no indication that the Edgeworths knew about the amount of the reduction and acknowledged that
20 the full amount would be due at a later date. Simon testified that Brian Edgeworth chose to pay the
21 bills to give credibility to his actual damages, above his property damage loss. However, as the
22 lawyer/counselor, Simon did not prevent Brian Edgeworth from paying the bill or in any way refund
23 the money, or memorialize this or any understanding in writing.

24 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCP
25 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
26 paid in full and there was never any indication given that anything less than all the fees had been
27 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
28

1 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
2 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
3 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
4 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
5 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
6 Office retained the payments, indicating an implied contract was formed between the parties. The
7 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
8 date they were constructively discharged, November 29, 2017.

9
10 *Amount of Fees Owed Under Implied Contract*

11 The Edgeworths were billed, and paid for services through September 19, 2017. There is
12 some testimony that an invoice was requested for services after that date, but there is no evidence
13 that any invoice was paid by the Edgeworths. Since the Court has found that an implied contract for
14 fees was formed, the Court must now determine what amount of fees and costs are owed from
15 September 19, 2017 to the constructive discharge date of November 29, 2017. In doing so, the
16 Court must consider the testimony from the witnesses at the evidentiary hearing, the submitted
17 billings, the attached lien, and all other evidence provided regarding the services provided during
18 this time.

19 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing
20 that was prepared with the lien "super bill," are not necessarily accurate as the Law Office went back
21 and attempted to create a bill for work that had been done over a year before. She testified that they
22 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every
23 email that was read and responded to. She testified that the dates were not exact, they just used the
24 dates for which the documents were filed, and not necessarily the dates in which the work was
25 performed. Further, there are billed items included in the "super bill" that was not previously billed
26 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice
27 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
28

1 indicated that there were no phone calls included in the billings that were submitted to the
2 Edgeworths.

3 This attempt to recreate billing and supplement/increase previously billed work makes it
4 unclear to the Court as to the accuracy of this "recreated" billing, since so much time had elapsed
5 between the actual work and the billing. The court reviewed the billings of the "super bill" in
6 comparison to the previous bills and determined that it was necessary to discount the items that had
7 not been previously billed for; such as text messages, reviews with the court reporter, and reviewing,
8 downloading, and saving documents because the Court is uncertain of the accuracy of the "super
9 bill."

10 Simon argues that he has no billing software in his office and that he has never billed a client
11 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,
12 in this case, were billed hourly because the Lange contract had a provision for attorney's fees;
13 however, as the Court previously found, when the Edgeworths paid the invoices it was not made
14 clear to them that the billings were only for the Lange contract and that they did not need to be paid.
15 Also, there was no indication on the invoices that the work was only for the Lange claims, and not
16 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without
17 emails or calls, understanding that those items may be billed separately; but again the evidence does
18 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.
19 This argument does not persuade the court of the accuracy of the "super bill".

20 The amount of attorney's fees and costs for the period beginning in June of 2016 to
21 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
22 which appears to indicate that it began with the initial meeting with the client, leading the court to
23 determine that this is the beginning of the relationship. This invoice also states it is for attorney's
24 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
25 amount has already been paid by the Edgeworths on December 16, 2016.²

26
27 ²There are no billing amounts from December 2 to December 4, 2016.
28

1 The amount of the attorney's fees and costs for the period beginning on December 5, 2016 to
2 April 4, 2017 is \$46,620.69. This amount is based upon the invoice from April 7, 2017. This
3 amount has already been paid by the Edgeworths on May 3, 2017.

4 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the
5 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for
6 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
7 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
8 been paid by the Edgeworths on August 16, 2017.³

9 The amount of attorney's fees for the period of July 31, 2017 to September 19, 2017, for the
10 services of Daniel Simon Esq. is \$119,762.50. The amount of attorney's fees for this period for
11 Ashley Ferrel Esq. is \$60,981.25. The amount of attorney's fees for this period for Benjamin Miller
12 Esq. is \$2,887.50. The amount of costs outstanding for this period is \$71,555.00. This amount
13 totals \$255,186.25 and is based upon the invoice from September 19, 2017. This amount has been
14 paid by the Edgeworths on September 25, 2017.

15 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
16 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
17 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
18 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
19 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
20 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
21 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
22 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
23 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

24 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.

25
26 ³ There are no billings from July 28 to July 30, 2017.

⁴ There are no billings for October 8th, October 28-29, and November 5th.

27 ⁵ There is no billing for the October 7-8, October 22, October 28-29, November 4, November 11-12, November 18-19,
November 21, and November 23-26.

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

1 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
2 by the Edgeworths, so the implied fee agreement applies to their work as well.

3 The Court finds that the total amount owed to the Law Office of Daniel Simon for the period
4 of September 19, 2018 to November 29, 2017 is \$284,982.50.

5
6 ***Costs Owed***

7 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding
8 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,
9 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-
10 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought
11 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later
12 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so
13 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

14
15 ***Quantum Meruit***

16 When a lawyer is discharged by the client, the lawyer is no longer compensated under the
17 discharged/breached/repudiated contract, but is paid based on quantum meruit. *See e.g. Golightly v.*
18 *Gassner*, 281 P.3d 1176 (Nev. 2009) (*unreported*) (*discharged contingency attorney paid by*
19 *quantum meruit rather than by contingency fee pursuant to agreement with client*); *citing, Gordon v.*
20 *Stewart*, 324 P.3d 234 (1958) (*attorney paid in quantum meruit after client breach of agreement*);
21 *and, Cooke v. Gove*, 114 P.2d 87 (Nev. 1941) (*fees awarded in quantum meruit when there was no*
22 *contingency agreement*). Here, Simon was constructively discharged by the Edgeworths on
23 November 29, 2017. The constructive discharge terminated the implied contract for fees. William
24 Kemp Esq. testified as an expert witness and stated that if there is no contract, then the proper award
25 is quantum meruit. The Court finds that the Law Office of Daniel Simon is owed attorney's fees
26 under quantum meruit from November 29, 2017, after the constructive discharge, to the conclusion
27 of the Law Office's work on this case.

1 In determining the amount of fees to be awarded under quantum meruit, the Court has wide
2 discretion on the method of calculation of attorney fee, to be “tempered only by reason and
3 fairness”. Albios v. Horizon Communities, Inc., 132 P.3d 1022 (Nev. 2006). The law only requires
4 that the court calculate a reasonable fee. Shuette v. Beazer Homes Holding Corp., 124 P.3d 530
5 (Nev. 2005). Whatever method of calculation is used by the Court, the amount of the attorney fee
6 must be reasonable under the Brunzell factors. Id. The Court should enter written findings of the
7 reasonableness of the fee under the Brunzell factors. Argentina Consolidated Mining Co. v. Jolley,
8 Urga. Wirth. Woodbury Standish, 216 P.3d 779, at fn2 (Nev. 2009). Brunzell provides that
9 “[w]hile hourly time schedules are helpful in establishing the value of counsel services, other factors
10 may be equally significant. Brunzell v. Golden Gate National Bank, 455 P.2d 31 (Nev. 1969).

11 The Brunzell factors are: (1) the qualities of the advocate; (2) the character of the work to be
12 done; (3) the work actually performed; and (4) the result obtained. Id. However, in this case the
13 Court notes that the majority of the work in this case was complete before the date of the
14 constructive discharge, and the Court is applying the Brunzell factors for the period commencing
15 after the constructive discharge.

16 In considering the Brunzell factors, the Court looks at all of the evidence presented in the
17 case, the testimony at the evidentiary hearing, and the litigation involved in the case.

18 *1. Quality of the Advocate*

19 Brunzell expands on the “qualities of the advocate” factor and mentions such items as
20 training, skill and education of the advocate. Mr. Simon has been an active Nevada trial attorney for
21 over two decades. He has several 7-figure trial verdicts and settlements to his credit. Craig
22 Drummond Esq. testified that he considers Mr. Simon a top 1% trial lawyer and he associates Mr.
23 Simon in on cases that are complex and of significant value. Michael Nunez Esq. testified that Mr.
24 Simon’s work on this case was extremely impressive. William Kemp Esq. testified that Mr. Simon’s
25 work product and results are exceptional.

26 *2. The Character of the Work to be Done*

27 The character of the work done in this case is complex. There were multiple parties,
28

1 multiple claims, and many interrelated issues. Affirmative claims by the Edgeworths covered the
2 gamut from product liability to negligence. The many issues involved manufacturing, engineering,
3 fraud, and a full understanding of how to work up and present the liability and damages. Mr. Kemp
4 testified that the quality and quantity of the work was exceptional for a products liability case against
5 a world-wide manufacturer that is experienced in litigating case. Mr. Kemp further testified that the
6 Law Office of Danny Simon retained multiple experts to secure the necessary opinions to prove the
7 case. The continued aggressive representation, of Mr. Simon, in prosecuting the case that was a
8 substantial factor in achieving the exceptional results.

9 3. The Work Actually Performed

10 Mr. Simon was aggressive in litigating this case. In addition to filing several motions,
11 numerous court appearances, and deposition; his office uncovered several other activations, that
12 caused possible other floods. While the Court finds that Mr. Edgeworth was extensively involved
13 and helpful in this aspect of the case, the Court disagrees that it was his work alone that led to the
14 other activations being uncovered and the result that was achieved in this case. Since Mr.
15 Edgeworth is not a lawyer, it is impossible that it was his work alone that led to the filing of motions
16 and the litigation that allowed this case to develop into a \$6 million settlement. All of the work by
17 the Law Office of Daniel Simon led to the ultimate result in this case.

18 4. The Result Obtained

19 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
20 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
21 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
22 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
23 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
24 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
25 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
26 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
27 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
28

1 were made more than whole with the settlement with the Viking entities.

2 In determining the amount of attorney's fees owed to the Law Firm of Daniel Simon, the
3 Court also considers the factors set forth in Nevada Rules of Professional Conduct – Rule 1.5(a)
4 which states:

5
6 (a) A lawyer shall not make an agreement for, charge, or collect an
7 unreasonable fee or an unreasonable amount for expenses. The factors to be
8 considered in determining the reasonableness of a fee include the following:

9 (1) The time and labor required, the novelty and difficulty of the
10 questions involved, and the skill requisite to perform the legal service
11 properly;

12 (2) The likelihood, if apparent to the client, that the acceptance of the
13 particular employment will preclude other employment by the lawyer;

14 (3) The fee customarily charged in the locality for similar legal
15 services;

16 (4) The amount involved and the results obtained;

17 (5) The time limitations imposed by the client or by the
18 circumstances;

19 (6) The nature and length of the professional relationship with the
20 client;

21 (7) The experience, reputation, and ability of the lawyer or lawyers
22 performing the services; and

23 (8) Whether the fee is fixed or contingent.

24 NRCP 1.5. However, the Court must also consider the remainder of Rule 1.5 which goes on to state:

25 (b) The scope of the representation and the basis or rate of the fee and
26 expenses for which the client will be responsible shall be communicated to the
27 client, preferably in writing, before or within a reasonable time after
28 commencing the representation, except when the lawyer will charge a
regularly represented client on the same basis or rate. Any changes in the
basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the
service is rendered, except in a matter in which a contingent fee is prohibited
by paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

(1) The method by which the fee is to be determined, including the
percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

(2) Whether litigation and other expenses are to be deducted from the
recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

1 (3) Whether the client is liable for expenses regardless of outcome;

2 (4) That, in the event of a loss, the client may be liable for the
3 opposing party's attorney fees, and will be liable for the opposing party's
4 costs as required by law; and

5 (5) That a suit brought solely to harass or to coerce a settlement may
6 result in liability for malicious prosecution or abuse of process.

7 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
8 with a written statement stating the outcome of the matter and, if there is a
9 recovery, showing the remittance to the client and the method of its
10 determination.

11 NRCP 1.5.

12 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
13 the Edgeworths, the character of the work was complex, the work actually performed was extremely
14 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
15 factors justify a reasonable fee under NRCP 1.5. However, the Court must also consider the fact
16 that the evidence suggests that the basis or rate of the fee and expenses for which the client will be
17 responsible were never communicated to the client, within a reasonable time after commencing the
18 representation. Further, this is not a contingent fee case, and the Court is not awarding a
19 contingency fee. Instead, the Court must determine the amount of a reasonable fee. The Court has
20 considered the services of the Law Office of Daniel Simon, under the Brunzell factors, and the Court
21 finds that the Law Office of Daniel Simon is entitled to a reasonable fee in the amount of \$200,000,
22 from November 30, 2017 to the conclusion of this case.

23 CONCLUSION

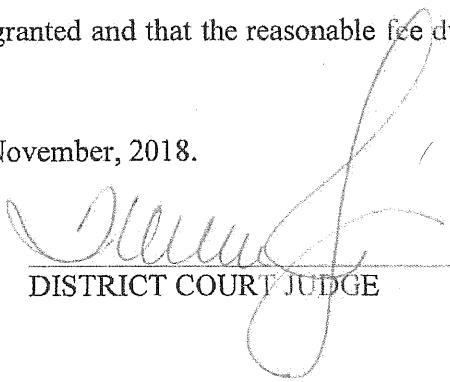
24 The Court finds that the Law Office of Daniel Simon properly filed and perfected the
25 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further
26 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the
27 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The
28 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.
Simon as their attorney, when they ceased following his advice and refused to communicate with

1 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied
2 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until
3 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,
4 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and
5 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November
6 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is
7 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being
8 constructively discharged, under quantum meruit, in an amount of \$200,000.

9
10 **ORDER**

11 It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien
12 of the Law Office of Daniel S. Simon is hereby granted and that the reasonable fee due to the Law
13 Office of Daniel Simon is \$484,982.50.

14 IT IS SO ORDERED this 19 day of November, 2018.

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17 _____
18 DISTRICT COURT JUDGE
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1 CERTIFICATE OF SERVICE

2 I hereby certify that on or about the date e-filed, this document was copied through
3 e-mail, placed in the attorney's folder in the Regional Justice Center or mailed to the
4 proper person as follows:
5

6 Electronically served on all parties as noted in the Court's Master Service List
7 and/or mailed to any party in proper person.
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11 
12 Tess Driver
13 Judicial Executive Assistant
14 Department 10
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EXHIBIT 9

AA00624

1 RTRAN

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5 EDGEWORTH FAMILY TRUST,

6 Plaintiff,

7 vs.

8 LANGE PLUMBING, LLC,

9 Defendant.

CASE NO. A-16-738444-C

DEPT. X

10 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE

11 TUESDAY, FEBRUARY 20, 2018

12 **RECORDER'S PARTIAL TRANSCRIPT OF HEARING**
13 **STATUS CHECK: SETTLEMENT DOCUMENTS**
14 **DEFENDANT DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO**
15 **ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL**
16 **SIMON PC; ORDER SHORTENING TIME**

17 APPEARANCES:

18 For the Plaintiff:

ROBERT D. VANNAH, ESQ.
JOHN B. GREENE, ESQ.

19 For the Defendant:

THEODORE PARKER, ESQ.

20 For Daniel Simon:

JAMES R. CHRISTENSEN, ESQ.
PETER S. CHRISTIANSEN, ESQ.

21 For the Viking Entities:

JANET C. PANCOAST, ESQ.

22 Also Present:

DANIEL SIMON, ESQ.

23
24
25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 THE COURT: Okay.

2 MR. SIMON: I have two issues. The Edgeworth's have
3 signed the releases.

4 THE COURT: Okay.

5 MR. SIMON: Mr. Vannah and Mr. Greene did not, even
6 though -- there wasn't -- their name wasn't as to the form of content.

7 THE COURT: Okay.

8 MR. SIMON: But I didn't sign it because I didn't go over the
9 release with them, so I think they need to sign as to form of content.
10 That's what they did, I think with the Viking release. So if they want to
11 sign in that spot, I think that release will be complete. Mr. Parker's client
12 still has not signed the release, it's a mutual release. So, depending on
13 whether you guys have any issues waiting on that, on Mr. Parker's
14 word --

15 THE COURT: Mr. Vannah?

16 MR. SIMON: -- that they'll sign that.

17 MR. VANNAH: Why do we have to have anything on form
18 and content? That is not required, it's for the lawyers to sign.

19 MR. SIMON: Then if --

20 MR. VANNAH: -- I'm asking that question.

21 MR. SIMON: -- he's ok with that, then I'm fine with that.

22 MR. VANNAH: If you take out the form and content, I don't
23 know anything about the case, and I want -- I don't know anything about
24 the case -- I mean, we're not involved in a case. You understand that,
25 Teddy?

1 MR. PARKER: I do.

2 MR. VANNAH: We -- we're not involved a case in any way,
3 shape, or form.

4 MR. PARKER: This is my concern, Bob, the -- when we sent
5 over the settlement agreement that we prepared -- our office prepared
6 the -- prepared it, we worked back and forth trying to get everything right
7 and getting the numbers right. Once we did that, I learned that Mr.
8 Vannah's office was involved in the advising and counseling the
9 Plaintiffs.

10 THE COURT: Right.

11 MR. PARKER: So then, I was informed by Mr. Simon that Mr.
12 Vannah was going to talk to the Plaintiff directly, and then once that's
13 done, we'd eventually get the release back, if everything was fine. I got
14 notice that it was signed, but I did not see approved as the form of
15 content, and so Mr. Simon explained to me that because the discussion
16 went between the Plaintiffs and Mr. Vannah, that he thought it was
17 appropriate for Mr. Vannah to sign as form and content. Which I don't
18 disagree since he would have counseled the client on the
19 appropriateness of the documents.

20 THE COURT: Well I don't necessarily disagree with that
21 either because based on everything that's happened up to this point, it's
22 my understanding that, basically anything that's being resolved between
23 Mr. Simon and the Edgeworths is running through Mr. Vannah.

24 MR. PARKER: Exactly. And --

25 THE COURT: And that was my understanding from the last

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MR. PARKER: Thank you, Your Honor.

MR. VANNAH: Thank you.

THE COURT: Thank you.

[Hearing concluded at 9:47 a.m.]

* * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



Brittany Mangelson
Independent Transcriber

EXHIBIT 10

1
2 **DECLARATION OF WILL KEMP, ESO.**

3 I have been asked to clarify my earlier opinion as to the amount and period of time that quantum
4 meruit should apply. I have reviewed the Supreme Court orders dated December 30, 2020. I further
5 understand the relief sought by each party leading to the orders. Edgeworth challenged the amount of
6 quantum meruit in the sum of \$200,000 after the date of discharge on November 29, 2017. Simon
7 sought relief that the period of time that quantum meruit applies is for the period of time that
8 outstanding fees are due and owing at the time of discharge.

9 It seems clear that the Supreme Court is asking the District Court to analyze the value of
10 quantum meruit for the period of time that outstanding fees for services were due when Mr. Simon was
11 discharged forward. The Supreme Court adopted the same basic analysis I used and made clear that the
12 period of time that work was performed and paid by Edgeworth prior to discharge should not be
13 considered in the quantum meruit analysis. (See Order in Docket No. 77678, P. 5). The Supreme Court
14 affirmed the finding of the District Court that Mr. Simon was discharged on November 29, 2017. At the
15 time Mr. Simon was discharged, the last bill paid by Edgeworth was for work performed through
16 September 19, 2017. Therefore, the period of time that outstanding fees were due and owing was from
17 September 19, 2017 thru the end of the case. Simon and his office was working on the case into
18 February, 2018. In my opinion, the quantum meruit value of the services from September 19, 2017 thru
19 the end of the case equals \$2,072,393.75. The last bill paid by Edgeworth covered the period of time
20 thru September 19, 2017. Edgeworth paid the total sum of 367,606.25 for the work performed prior to
21 September 19, 2017 and pursuant to the Supreme Court orders, these payments cover the period of time
22 prior September 19, 2017. The work performed during this time is not factored into my present
23 quantum meruit analysis. My opinion only considers the time after September 19, 2017.

24 In my previous Declaration I opined the total value of quantum meruit was the sum of \$2.44M.
25 The basis for my opinion was analyzing all of the Brunzell factors. When analyzing the Brunzell
26 factors, it is clear that the most significant and substantive work leading to the amazing outcome was
27 performed during the period after September 19, 2017 thru the end of the case. The analysis is as
28 follows:

1 At paragraph 19 of my previous declaration I discussed the 4th Brunzell factor: Result
2 Achieved- no one involved in the case can dispute it is an amazing result. This case involved a single
3 house under construction. Nobody was living there and repairs were completed very quickly. This case
4 did not involve personal injury or death. It concerned property damage to a house nobody was living in
5 and repairs made quickly. I would not have taken this case unless it was a friends and family situation
6 and they would need to be very special friends. The Edgeworth's were lucky that Mr. Simon was
7 willing to get involved. This was a very hard products case and the damages are between 500k to 750k
8 and the result of \$6.1 million is phenomenal.

9 Edgeworth is sophisticated and understood that it would take a trial and an appeal to g, et
10 "Edgeworth's expected result." Instead of taking years of litigation, Simon got an extraordinary result 3
11 months after the 8/22/17 contingency email sent by Mr. Edgeworth, and Simon's firm secured \$6.1M for
12 this complex product liability case where "hard damages" were only 500-750k. Getting millions of
13 dollars in punitive damages in this case is remarkable and therefore, this factor favors a large fee. The
14 bulk of this work was primarily done from September, 2017 thru December, 2017. For example, serious
15 settlement negotiations did not start until after September, 2017: 1) the first mediation was on October
16 10, 2017; the first significant offer was \$1.5 million on October 26, 2017, (3) there was a second
17 mediation on November 10, 2017; and 4) the \$6 million was offered on November 15, 2017. This is also
18 supported by the register of actions and the multiple hearings and filings. Mr. Simon was discharged
19 November 29, 2017 and continued to negotiate very valuable terms favoring the Edgeworth's, including
20 the preservation of the valuable Lange Plumbing claim and omitting a confidentiality and non-
21 disparagement clauses. The serious threat of punitive damages did not occur until September 29, 2017,
22 when the motion to strike Vikings Answer was filed by the Simon firm. This serious threat also led to
23 the amazing outcome.

24 At paragraphs 20-23 of my testimony, I addressed the 2nd & 3rd Brunzell factors: Quality &
25 Quantity of Work- The quality and quantity of the work was exceptional for a Products case against a
26 worldwide manufacturer with highly experienced local and out of state counsel. Simon retained
27 multiple experts, creatively advocated for unique damages, brought a fraud claim and filed a lot of
28 motions other lawyers would not have filed. Simon filed a motion to strike Defendants answer seeking

1 case terminating sanctions and exclusion of key defense experts. Simon's aggressive representation was
2 a substantial factor in achieving the exceptional results. The amount of work Simon's office performed
3 was impressive given the size of his firm. Simon's office does not typically represent clients on an
4 hourly basis and the fee customarily charged in Vegas for similar legal services is substantial when also
5 considering the work actually performed. Simon's office lost opportunities to work on other cases to get
6 this amazing result. There were a lot of emails, which I went through and substantial pleadings and
7 multiple expert reports for a property damage case. The house stigma damage claim was extremely
8 creative and Mr. Simon secured all evidence to support this claim. The mediator also recommended the
9 6M settlement based on the expected attorney's fees of 2.4M. In an email to Simon in November, 2017
10 Mr. Edgeworth suggested 5M as the appropriate value for the proposal by the mediator, yet Simon
11 advocated for 6M and go \$6.1 Million (including Lange Plumbing). Negotiating a large claim in a
12 complex case also takes great skill and experience that Mr. Simon exhibited to achieve the great result,
13 as well as the very favorable terms for the benefit of the Edgeworth's.

14 I also analyzed the novelty and difficulty of the questions presented in the case; the adversarial
15 nature of this case, the skill necessary to perform the legal service, the lost opportunities to work on
16 other cases, the quality, quantity and the advocacy involved, as well as the exceptional result achieved
17 given the total amount of the settlement compared to the "hard" damages involved. The reasonable value
18 of the services performed in the Edgeworth matter by the Simon firm, in my opinion, would be in the
19 sum of \$2,072,393.75 for the period of after September 19, 2017. This evaluation is reasonable under
20 the Brunzell factors. I also considered the Lodestar factors, as well as the NRCP 1.5(a) factors for a
21 reasonable fee. Absent a contract, Simon is entitled to a reasonable fee customarily charged in the
22 community based on services performed. NRS 18.015. The extraordinary and impressive work occurred
23 primarily during the period of September 19, 2017 thru the end of the case. Mr. Simon actually
24 performed the work and achieved a great result.

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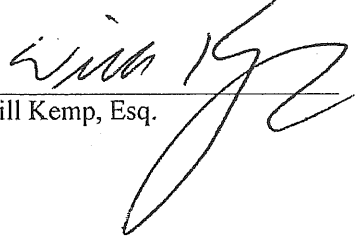
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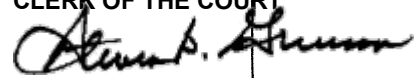
27 ///

1 The value of quantum meruit is easily supported in the amount of \$2,072,393.75 for the period
2 of outstanding services due and owing at the time of discharge.

3 I make this declaration under the penalty of perjury.

4 Dated this 12th day of April, 2021.

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7 Will Kemp, Esq.
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James R. Christensen Esq.
Nevada Bar No. 3861
JAMES R. CHRISTENSEN PC
601 S. 6th Street
Las Vegas NV 89101
(702) 272-0406
(702) 272-0415 fax
jim@jchristensenlaw.com
Attorney for SIMON

Eighth Judicial District Court
District of Nevada

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

LANGE PLUMBING, LLC; THE
VIKING CORPORATION, a Michigan
corporation; SUPPLY NETWORK,
INC., dba VIKING SUPPLYNET, a
Michigan Corporation; and DOES 1
through 5 and ROE entities 6 through
10;

Defendants.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

DANIEL S. SIMON d/b/a SIMON
LAW; DOES 1 through 10; and, ROE
entities 1 through 10;

Defendants.

Case No.: A-16-738444-C

Dept. No.: 10

NOTICE OF ENTRY OF ORDERS

Date of Hearing: N/A

Time of Hearing: N/A

Case No.: A-18-767242-C

Dept. No.: 26

Date of Hearing: N/A

Time of Hearing: N/A

1
2 PLEASE TAKE NOTICE, the following Orders were entered on the
3 docket:

4 1. March 16, 2021 – Amended Decision and Order Granting in
5 Part and Denying in Part, Simon’s Motion for Attorney’s Fees and Costs;
6

7 2. March 16, 2021 – Second Amended Decision and Order on
8 Motion to Adjudicate Lien;

9 3. April 19, 2021 – Third Amended Decision and Order on Motion
10 to Adjudicate Lien; and,
11

12 4. April 28, 2021 – Third Amended Decision and Order on Motion
13 to Adjudicate Lien.

14 A true and correct copy of each file-stamped order is attached hereto.
15

16 DATED this 16th day of May 2021.

17
18 /s/ James R. Christensen

19 James R. Christensen Esq.
20 Nevada Bar No. 3861
21 JAMES R. CHRISTENSEN PC
22 601 S. 6th Street
23 Las Vegas NV 89101
24 (702) 272-0406
25 (702) 272-0415 fax
jim@jchristensenlaw.com
Attorney for SIMON

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CERTIFICATE OF SERVICE

I CERTIFY SERVICE of the foregoing NOTICE OF ENTRY OF
ORDERS was made by electronic service (via Odyssey) this 16th day of
May 2021, to all parties currently shown on the Court's E-Service List.

/s/ Dawn Christensen

an employee of
JAMES R. CHRISTENSEN, ESQ

EXHIBIT 1

1 **ORD**

2 **DISTRICT COURT**
3 **CLARK COUNTY, NEVADA**

4
5 **EDGEWORTH FAMILY TRUST; and**
6 **AMERICAN GRATING, LLC,**

7 **Plaintiffs,**

8 **vs.**

9 **LANGE PLUMBING, LLC; THE VIKING**
10 **CORPORATION, a Michigan Corporation;**
11 **SUPPLY NETWORK, INC., dba VIKING**
12 **SUPPLYNET, a Michigan Corporation; and**
13 **DOES 1 through 5; and, ROE entities 6 through**
14 **10;**

15 **Defendants.**

16 **EDGEWORTH FAMILY TRUST; and**
17 **AMERICAN GRATING, LLC,**

18 **Plaintiffs,**

19 **vs.**

20 **DANIEL S. SIMON; THE LAW OFFICE OF**
21 **DANIEL S. SIMON, a Professional Corporation**
22 **d/b/a SIMON LAW; DOES 1 through 10; and,**
23 **ROE entities 1 through 10;**

24 **Defendants.**

CASE NO.: A-18-767242-C

DEPT NO.: X

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

AMENDED DECISION AND ORDER
GRANTING IN PART AND DENYING IN
PART, SIMON'S MOTION FOR
ATTORNEY'S FEES AND COSTS

25 **AMENDED DECISION AND ORDER ON ATTORNEY'S FEES**

26 This case came on for a hearing on January 15, 2019, in the Eighth Judicial District Court,
27 Clark County, Nevada, the Honorable Tierra Jones presiding. Defendants and movant, Daniel
28 Simon and Law Office of Daniel S. Simon d/b/a Simon Law ("Defendants" or "Law Office" or
"Simon" or "Mr. Simon") having appeared in person and by and through their attorneys of record,
Peter S. Christiansen, Esq. and James Christensen, Esq. and Plaintiff Edgeworth Family Trust and
American Grating, ("Plaintiff" or "Edgeworths") having appeared through Brian and Angela

1 Edgeworth, and by and through their attorneys of record, the law firm of Vannah and Vannah, Chtd.
2 The Court having considered the evidence, arguments of counsel and being fully advised of the
3 matters herein, the **COURT FINDS after review:**

4 The Motion for Attorney's Fees is GRANTED in part, DENIED in part.

5 1. The Court finds that the claim for conversion was not maintained on reasonable grounds, as
6 the Court previously found that when the complaint was filed on January 4, 2018, Mr. Simon was
7 not in possession of the settlement proceeds as the checks were not endorsed or deposited in the trust
8 account. (*Amended Decision and Order on Motion to Dismiss NRCP 12(b)(5)*). As such, Mr.
9 Simon could not have converted the Edgeworth's property. As such, the Motion for Attorney's Fees
10 is GRANTED under 18.010(2)(b) as to the Conversion claim as it was not maintained upon
11 reasonable grounds, since it was an impossibility for Mr. Simon to have converted the Edgeworth's
12 property, at the time the lawsuit was filed.

13 2. Further, The Court finds that the purpose of the evidentiary hearing was primarily on the
14 Motion to Adjudicate Lien. The Motion for Attorney's Fees is DENIED as it relates to other claims.
15 In considering the amount of attorney's fees and costs, the Court finds that the services of Mr. James
16 Christensen, Esq. and Mr. Peter Christiansen, Esq. were obtained after the filing of the lawsuit
17 against Mr. Simon, on January 4, 2018. However, they were also the attorneys in the evidentiary
18 hearing on the Motion to Adjudicate Lien, which this Court has found was primarily for the purpose
19 of adjudicating the lien by Mr. Simon. The Court further finds that the costs of Mr. Will Kemp,
20 Esq. were solely for the purpose of the Motion to Adjudicate Lien filed by Mr. Simon, but the costs
21 of Mr. David Clark, Esq. were solely for the purposes of defending the lawsuit filed against Mr.
22 Simon by the Edgeworths.

23 3. The court has considered all of the *Brunzell* factors pertinent to attorney's fees and attorney's
24 fees are GRANTED. In determining the reasonable value of services provided for the defense of the
25 conversion claim, the COURT FINDS that 64 hours was reasonably spent by Mr. Christensen in
26 preparation and defense of the conversion claim, for a total amount of \$25,600.00. The COURT
27 FURTHER FINDS that 30.5 hours was reasonably spent by Mr. Christiansen in preparation of the
28

1 defense of the conversion claim, for a total of \$24,400.00. As such, the award of attorney's fees is
2 **Dated this 16th day of March, 2021**
3 GRANTED in the amount of \$50,000.00 and costs are GRANTED in the amount of \$5,000.00.

4 IT IS SO ORDERED this 16th day of March, 2021.

5 
6 DISTRICT COURT JUDGE

7 4DA 7C0 B8B6 9D67
8 Tierra Jones
9 District Court Judge
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1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
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5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-16-738444-C

8 vs.

DEPT. NO. Department 10

9 Lange Plumbing, L.L.C.,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 3/16/2021

16 Daniel Simon .	lawyers@simonlawlv.com
17 Rhonda Onorato .	ronorato@rlattorneys.com
18 Mariella Dumbrique	mdumbrique@blacklobello.law
19 Michael Nunez	mnunez@murchisonlaw.com
20 Tyler Ure	ngarcia@murchisonlaw.com
21 Nicole Garcia	ngarcia@murchisonlaw.com
22 Bridget Salazar	bsalazar@vannahlaw.com
23 John Greene	jgreene@vannahlaw.com
24 James Christensen	jim@jchristensenlaw.com
25 Daniel Simon	dan@danielsimonlaw.com

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27
28

1 Michael Nunez mnunez@murchisonlaw.com

2 Gary Call gcall@rlattorneys.com

3 J. Graf Rgraf@blacklobello.law

4 Robert Vannah rvannah@vannahlaw.com

5 Christopher Page chrispage@vannahlaw.com

6 Jessie Church jchurch@vannahlaw.com

7
8
9 If indicated below, a copy of the above mentioned filings were also served by mail
10 via United States Postal Service, postage prepaid, to the parties listed below at their last
11 known addresses on 3/17/2021

12 Theodore Parker 2460 Professional CT STE 200
13 Las Vegas, NV, 89128
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EXHIBIT 2

AA00643

1 **ORD**

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4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

6 EDGEWORTH FAMILY TRUST; and
7 AMERICAN GRATING, LLC,

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: X

10 LANGE PLUMBING, LLC; THE VIKING
11 CORPORATION, a Michigan Corporation;
12 SUPPLY NETWORK, INC., dba VIKING
13 SUPPLYNET, a Michigan Corporation; and
DOES 1 through 5; and, ROE entities 6 through
10;

14 Defendants.

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

15 EDGEWORTH FAMILY TRUST; and
16 AMERICAN GRATING, LLC,

17 Plaintiffs,

18 vs.

SECOND AMENDED DECISION AND
ORDER ON MOTION TO ADJUDICATE
LIEN

19 DANIEL S. SIMON; THE LAW OFFICE OF
20 DANIEL S. SIMON, a Professional Corporation
d/b/a SIMON LAW; DOES 1 through 10; and,
ROE entities 1 through 10;

21 Defendants.

22
23 **SECOND AMENDED DECISION AND ORDER ON MOTION TO**
24 **ADJUDICATE LIEN**

25 This case came on for an evidentiary hearing August 27-30, 2018 and concluded on
26 September 18, 2018, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable
27 Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon
28 d/b/a Simon Law ("Defendants" or "Law Office" or "Simon" or "Mr. Simon") having appeared in

1 person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James
2 Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
3 "Edgeworths") having appeared through Brian and Angela Edgeworth, and by and through their
4 attorneys of record, the law firm of Vannah and Vannah, Chtd. Robert Vannah, Esq. and John
5 Greene, Esq. The Court having considered the evidence, arguments of counsel and being fully
6 advised of the matters herein, the **COURT FINDS:**

7 8 **FINDINGS OF FACT**

9 1. The Court finds that the Law Office of Daniel S. Simon represented the Plaintiffs,
10 Edgeworth Family Trust and American Grating in the case entitled Edgeworth Family Trust and
11 American Grating v. Viking, et al., case number A-16-738444-C. The representation commenced on
12 May 27, 2016 when Brian Edgeworth and Daniel Simon Esq. met at Starbucks. This representation
13 originally began as a favor between friends and there was no discussion of fees, at this point. Mr.
14 Simon and his wife were close family friends with Brian and Angela Edgeworth.

15 2. The case involved a complex products liability issue.

16 3. On April 10, 2016, a house the Edgeworths were building as a speculation home
17 suffered a flood. The house was still under construction and the flood caused a delay. The
18 Edgeworths did not carry loss insurance if a flood occurred and the plumbing company and
19 manufacturer refused to pay for the property damage. A fire sprinkler installed by the plumber, and
20 within the plumber's scope of work, caused the flood; however, the plumber asserted the fire
21 sprinkler was defective and refused to repair or to pay for repairs. The manufacturer of the sprinkler,
22 Viking, et al., also denied any wrongdoing.

23 4. In May of 2016, Mr. Simon agreed to help his friend with the flood claim and to send
24 a few letters. The parties initially hoped that Simon drafting a few letters to the responsible parties
25 could resolve the matter. Simon wrote the letters to the responsible parties, but the matter did not
26 resolve. Since the matter was not resolved, a lawsuit had to be filed.

27 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and
28

1 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,
2 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately
3 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")
4 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

5 6. On August 9, 2017, Mr. Simon and Brian Edgeworth traveled to San Diego to meet
6 with an expert. As they were in the airport waiting for a return flight, they discussed the case, and
7 had some discussion about payments and financials. No express fee agreement was reached during
8 the meeting. On August 22, 2017, Brian Edgeworth sent an email to Simon entitled "Contingency."
9 It reads as follows:

10
11 We never really had a structured discussion about how this might be done.
12 I am more than happy to keep paying hourly but if we are going for punitive
13 we should probably explore a hybrid of hourly on the claim and then some
14 other structure that incents both of us to win an go after the appeal that these
15 scumbags will file etc.
16 Obviously that could not have been done earlier since who would have
17 thought this case would meet the hurdle of punitive at the start.
18 I could also swing hourly for the whole case (unless I am off what this is
19 going to cost). I would likely borrow another \$450K from Margaret in 250
20 and 200 increments and then either I could use one of the house sales for cash
21 or if things get really bad, I still have a couple million in bitcoin I could sell.
22 I doubt we will get Kinsale to settle for enough to really finance this since I
23 would have to pay the first \$750,000 or so back to Colin and Margaret and
24 why would Kinsale settle for \$1MM when their exposure is only \$1MM?

25 (Def. Exhibit 27).

26 7. During the litigation, Simon sent four (4) invoices to the Edgeworths. The first
27 invoice was sent on December 2, 2016, seven (7) months after the original meeting at Starbucks.
28 This invoice indicated that it was for attorney's fees and costs through November 11, 2016. (Def.
Exhibit 8). The total of this invoice was \$42,564.95 and was billed at a "reduced" rate of \$550 per
hour. Id. The invoice was paid by the Edgeworths on December 16, 2016.

8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and
costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per

1 hour. (Def. Exhibit 9). This invoice was paid by the Edgeworths on May 3, 2017. There was no
2 indication on the first two invoices if the services were those of Mr. Simon or his associates; but the
3 bills indicated an hourly rate of \$550.00 per hour.

4 9. A third invoice was sent to the Edgeworths on July 28, 2017 for attorney's fees and
5 costs through July 28, 2017 totaling of \$142,080.20. (Def. Exhibit 10). This bill identified services
6 of Daniel Simon Esq. for a "reduced" rate of \$550 per hour totaling \$104,021.20; and services of
7 Ashley Ferrel Esq. for a "reduced" rate of \$275 per hour totaling \$37,959.00. Id. This invoice was
8 paid by the Edgeworths on August 16, 2017.

9 10. The fourth invoice was sent to the Edgeworths on September 19, 2017 in an amount
10 of \$255,186.25 for attorney's fees and costs; with \$191,317.50 being calculated at a "reduced" rate
11 of \$550 per hour for Daniel Simon Esq., \$60,981.25 being calculated at a "reduced" rate of \$275 per
12 hour for Ashley Ferrel Esq., and \$2,887.50 being calculated at a "reduced" rate of \$275 per hour for
13 Benjamin Miller Esq. (Def. Exhibit 11). This invoice was paid by the Edgeworths on September
14 25, 2017.

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

19 12. Between June 2016 and December 2017, there was a tremendous amount of work
20 done in the litigation of this case. There were several motions and oppositions filed, several
21 depositions taken, and several hearings held in the case.

22 13. On the evening of November 15, 2017, the Edgeworth's received the first settlement
23 offer for their claims against the Viking Corporation ("Viking"). However, the claims were not
24 settled until on or about December 1, 2017.

25 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon asking for the
26

27 ¹ \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for the services of Ashley Ferrel; and
28 \$2,887.50 for the services of Benjamin Miller.

1 open invoice. The email stated: "I know I have an open invoice that you were going to give me at
2 mediation a couple weeks ago and then did not leave with me. Could someone in your office send
3 Peter (copied here) any invoices that are unpaid please?" (Def. Exhibit 38).

4 15. On November 17, 2017, Simon scheduled an appointment for the Edgeworths to
5 come to his office to discuss the litigation.

6 16. On November 27, 2017, Simon sent a letter with an attached retainer agreement,
7 stating that the fee for legal services would be \$1,500,000 for services rendered to date. (Plaintiff's
8 Exhibit 4).

9 17. On November 29, 2017, the Edgeworths met with the Law Office of Vannah &
10 Vannah and signed a retainer agreement. (Def. Exhibit 90). On this date, they ceased all
11 communications with Mr. Simon.

12 18. On the morning of November 30, 2017, Simon received a letter advising him that the
13 Edgeworths had retained the Vannah Law Firm to assist in the litigation with the Viking entities,
14 et.al. The letter read as follows:

15 "Please let this letter serve to advise you that I've retained Robert D. Vannah,
16 Esq. and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation
17 with the Viking entities, et.al. I'm instructing you to cooperate with them in
18 every regard concerning the litigation and any settlement. I'm also instructing
19 you to give them complete access to the file and allow them to review
20 whatever documents they request to review. Finally, I direct you to allow
21 them to participate without limitation in any proceeding concerning our case,
22 whether it be at depositions, court hearings, discussions, etc."

23 (Def. Exhibit 43).

24 19. On the same morning, Simon received, through the Vannah Law Firm, the
25 Edgeworth's consent to settle their claims against Lange Plumbing LLC for \$25,000.

26 20. Also on this date, the Law Office of Danny Simon filed an attorney's lien for the
27 reasonable value of its services pursuant to NRS 18.015. (Def. Exhibit 3). On January 2, 2018, the
28 Law Office filed an amended attorney's lien for the sum of \$2,345,450, less payments made in the
sum of \$367,606.25, for a net lien in the sum of \$1,977,843.80. This lien includes court costs and

1 out-of-pocket costs advanced by the Law Office of Daniel S. Simon in the sum of \$76,535.93.

2 21. Mr. Edgeworth alleges that the fee agreement with Simon was only for an hourly
3 express agreement of \$550 an hour; and that the agreement for \$550 an hour was made at the outset
4 of the case. Mr. Simon alleges that he worked on the case always believing he would receive the
5 reasonable value of his services when the case concluded. There is a dispute over the reasonable fee
6 due to the Law Office of Danny Simon.

7 22. The parties agree that an express written contract was never formed.

8 23. On December 7, 2017, the Edgeworths signed Consent to Settle their claims against
9 Lange Plumbing LLC for \$100,000.

10 24. On January 4, 2018, the Edgeworth Family Trust filed a lawsuit against Simon in
11 Edgeworth Family Trust; American Grating LLC vs. Daniel S. Simon, the Law Office of Daniel S.
12 Simon, a Professional Corporation, case number A-18-767242-C.

13 25. On January 24, 2018, the Law Office of Danny Simon filed a Motion to Adjudicate
14 Lien with an attached invoice for legal services rendered. The amount of the invoice was
15 \$692,120.00. The Court set an evidentiary hearing to adjudicate the lien.

16 17 **CONCLUSION OF LAW**

18 **The Law Office Appropriately Asserted A Charging Lien Which Must Be Adjudicated By The** 19 **Court**

20 An attorney may obtain payment for work on a case by use of an attorney lien. Here, the
21 Law Office of Daniel Simon may use a charging lien to obtain payment for work on case A-16-
22 738444-C under NRS 18.015.

23 NRS 18.015(1)(a) states:

24 1. An attorney at law shall have a lien:

25 (a) Upon any claim, demand or cause of action, including any claim for unliquidated
26 damages, which has been placed in the attorney's hands by a client for suit or
collection, or upon which a suit or other action has been instituted.

27 Nev. Rev. Stat. 18.015.

1 The Court finds that the lien filed by the Law Office of Daniel Simon, in case A-16-738444-C,
2 complies with NRS 18.015(1)(a). The Law Office perfected the charging lien pursuant to NRS
3 18.015(3), by serving the Edgeworths as set forth in the statute. The Law Office charging lien was
4 perfected before settlement funds generated from A-16-738444-C of \$6,100,000.00 were deposited,
5 thus the charging lien attached to the settlement funds. Nev. Rev. Stat. 18.015(4)(a); Golightly &
6 Vannah, PLLC v. TJ Allen LLC, 373 P.3d 103, at 105 (Nev. 2016). The Law Office's charging lien
7 is enforceable in form.

8 The Court has personal jurisdiction over the Law Office and the Plaintiffs in A-16-738444-C.
9 Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish, 216 P.3d 779 at
10 782-83 (Nev. 2009). The Court has subject matter jurisdiction over adjudication of the Law Office's
11 charging lien. Argentina, 216 P.3d at 783. The Law Office filed a motion requesting adjudication
12 under NRS 18.015, thus the Court must adjudicate the lien.

13 14 *Fee Agreement*

15 It is undisputed that no express written fee agreement was formed. The Court finds that there
16 was no express oral fee agreement formed between the parties. An express oral agreement is
17 formed when all important terms are agreed upon. See, Loma Linda University v. Eckenweiler, 469
18 P.2d 54 (Nev. 1970) (*no oral contract was formed, despite negotiation, when important terms were*
19 *not agreed upon and when the parties contemplated a written agreement*). The Court finds that the
20 payment terms are essential to the formation of an express oral contract to provide legal services on
21 an hourly basis.

22 Here, the testimony from the evidentiary hearing does not indicate, with any degree of
23 certainty, that there was an express oral fee agreement formed on or about June of 2016. Despite
24 Brian Edgeworth's affidavits and testimony; the emails between himself and Danny Simon,
25 regarding punitive damages and a possible contingency fee, indicate that no express oral fee
26 agreement was formed at the meeting on June 10, 2016. Specifically in Brian Edgeworth's August
27 22, 2017 email, titled "Contingency," he writes:

1
2 “We never really had a structured discussion about how this might be done. I
3 am more than happy to keep paying hourly but if we are going for punitive we
4 should probably explore a hybrid of hourly on the claim and then some other
5 structure that incents both of us to win and go after the appeal that these
6 scumbags will file etc. Obviously that could not have been done earlier since
7 who would have thought this case would meet the hurdle of punitive at the
8 start. I could also swing hourly for the whole case (unless I am off what this
9 is going to cost). I would likely borrow another \$450K from Margaret in 250
10 and 200 increments and then either I could use one of the house sales for cash
11 or if things get really bad, I still have a couple million in bitcoin I could sell. I
12 doubt we will get Kinsale to settle for enough to really finance this since I
13 would have to pay the first \$750,000 or so back to Colin and Margaret and
14 why would Kinsale settle for \$1MM when their exposure is only \$1MM?”

15 (Def. Exhibit 27).

16 It is undisputed that when the flood issue arose, all parties were under the impression that Simon
17 would be helping out the Edgeworths, as a favor.

18 The Court finds that an implied fee agreement was formed between the parties on December
19 2, 2016, when Simon sent the first invoice to the Edgeworths, billing his services at \$550 per hour,
20 and the Edgeworths paid the invoice. On July 28, 2017 an addition to the implied contract was
21 created with a fee of \$275 per hour for Simon’s associates. Simon testified that he never told the
22 Edgeworths not to pay the bills, though he testified that from the outset he only wanted to “trigger
23 coverage”. When Simon repeatedly billed the Edgeworths at \$550 per hour for his services, and
24 \$275 an hour for the services of his associates; and the Edgeworths paid those invoices, an implied
25 fee agreement was formed between the parties. The implied fee agreement was for \$550 per hour
26 for the services of Daniel Simon Esq. and \$275 per hour for the services of his associates.

27 *Constructive Discharge*

28 Constructive discharge of an attorney may occur under several circumstances, such as:

- Refusal to communicate with an attorney creates constructive discharge. Rosenberg v. Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).

- 1 • Refusal to pay an attorney creates constructive discharge. *See e.g., Christian v. All Persons*
2 *Claiming Any Right*, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).
- 3 • Suing an attorney creates constructive discharge. *See Tao v. Probate Court for the Northeast*
4 *Dist. #26*, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). *See also Maples v.*
5 *Thomas*, 565 U.S. 266 (2012); *Harris v. State*, 2017 Nev. LEXIS 111; and *Guerrero v. State*,
6 2017 Nev. Unpubl. LEXIS 472.
- 7 • Taking actions that preventing effective representation creates constructive discharge.
8 *McNair v. Commonwealth*, 37 Va. App. 687, 697-98 (Va. 2002).

9 Here, the Court finds that the Edgeworths constructively discharged Simon as their lawyer on
10 November 29, 2017. The Edgeworths assert that because Simon has not been expressly terminated,
11 has not withdrawn, and is still technically their attorney of record; there cannot be a termination.
12 The Court disagrees.

13 On November 29, 2017, the Edgeworths met with the Law Firm of Vannah and Vannah and
14 signed a retainer agreement. The retainer agreement was for representation on the Viking settlement
15 agreement and the Lange claims. (Def. Exhibit 90). This is the exact litigation that Simon was
16 representing the Edgeworths on. This fee agreement also allowed Vannah and Vannah to do all
17 things without a compromise. *Id.* The retainer agreement specifically states:

18 Client retains Attorneys to represent him as his Attorneys regarding
19 Edgeworth Family Trust and AMERICAN GRATING V. ALL VIKING
20 ENTITIES and all damages including, but not limited to, all claims in this
21 matter and empowers them to do all things to effect a compromise in said
22 matter, or to institute such legal action as may be advisable in their judgment,
23 and agrees to pay them for their services, on the following conditions:

- 24 a) ...
- 25 b) ...
- 26 c) Client agrees that his attorneys will work to consummate a settlement of
27 \$6,000,000 from the Viking entities and any settlement amount agreed to be
28 paid by the Lange entity. Client also agrees that attorneys will work to reach
an agreement amongst the parties to resolve all claims in the Lange and
Viking litigation.

Id.

This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr.
Simon had already begun negotiating the terms of the settlement agreement with Viking during the

1 week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put
2 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.
3 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly
4 identified as the firm that solely advised the clients about the settlement. The actual language in the
5 settlement agreement, for the Viking claims, states:

6 PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq.
7 and John Greene, Esq., of the law firm Vannah & Vannah has explained the
8 effect of this AGREEMENT and their release of any and all claims, known or
9 unknown and, based upon that explanation and their independent judgment by
10 the reading of this Agreement, PLAINTIFFS understand and acknowledge the
11 legal significance and the consequences of the claims being released by this
12 Agreement. PLAINTIFFS further represent that they understand and
13 acknowledge the legal significance and consequences of a release of unknown
14 claims against the SETTLING PARTIES set forth in, or arising from, the
15 INCIDENT and hereby assume full responsibility for any injuries, damages,
16 losses or liabilities that hereafter may occur with respect to the matters
17 released by this Agreement.

18 Id.

19 Also, Simon was not present for the signing of these settlement documents and never explained any
20 of the terms to the Edgeworths. He sent the settlement documents to the Law Office of Vannah and
21 Vannah and received them back with the signatures of the Edgeworths.

22 Further, the Edgeworths did not personally speak with Simon after November 25, 2017.
23 Though there were email communications between the Edgeworths and Simon, they did not verbally
24 speak to him and were not seeking legal advice from him. In an email dated December 5, 2017,
25 Simon is requesting Brian Edgeworth return a call to him about the case, and Brian Edgeworth
26 responds to the email saying, "please give John Greene at Vannah and Vannah a call if you need
27 anything done on the case. I am sure they can handle it." (Def. Exhibit 80). At this time, the claim
28 against Lange Plumbing had not been settled. The evidence indicates that Simon was actively
working on this claim, but he had no communication with the Edgeworths and was not advising
them on the claim against Lange Plumbing. Specifically, Brian Edgeworth testified that Robert
Vannah Esq. told them what Simon said about the Lange claims and it was established that the Law

1 Firm of Vannah and Vannah provided advice to the Edgeworths regarding the Lange claim. Simon
2 and the Law Firm of Vannah and Vannah gave different advice on the Lange claim, and the
3 Edgeworths followed the advice of the Law Firm of Vannah and Vannah to settle the Lange claim.
4 The Law Firm of Vannah and Vannah drafted the consent to settle for the claims against Lange
5 Plumbing (Def. Exhibit 47). This consent to settle was inconsistent with the advice of Simon. Mr.
6 Simon never signed off on any of the releases for the Lange settlement.

7 Further demonstrating a constructive discharge of Simon is the email from Robert Vannah
8 Esq. to James Christensen Esq. dated December 26, 2017, which states: "They have lost all faith and
9 trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account.
10 Quite frankly, they are fearful that he will steal the money." (Def. Exhibit 48). Then on January 4,
11 2018, the Edgeworth's filed a lawsuit against Simon in Edgeworth Family Trust; American Grating,
12 LLC vs. Daniel S. Simon; the Law Office of Daniel S. Simon, a Professional Corporation d/b/a
13 Simon Law, case number A-18-767242-C. Then, on January 9, 2018, Robert Vannah Esq. sent an
14 email to James Christensen Esq. stating, "I guess he could move to withdraw. However, that
15 doesn't seem in his best interests." (Def. Exhibit 53).

16 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-
17 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the
18 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018
19 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that
20 was attached to the letter), and that Simon continued to work on the case after the November 29,
21 2017 date. The court further recognizes that it is always a client's decision of whether or not to
22 accept a settlement offer. However the issue is constructive discharge and nothing about the fact
23 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively
24 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys
25 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating
26 with him, making it impossible to advise them on pending legal issues, such as the settlements with
27 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing
28

1
2 Simon from effectively representing the clients. The Court finds that Danny Simon was
3 constructively discharged by the Edgeworths on November 29, 2017.
4

5 **Adjudication of the Lien and Determination of the Law Office Fee**

6 NRS 18.015 states:

7 1. An attorney at law shall have a lien:

8 (a) Upon any claim, demand or cause of action, including any claim for
9 unliquidated damages, which has been placed in the attorney's hands by a
10 client for suit or collection, or upon which a suit or other action has been
11 instituted.

12 (b) In any civil action, upon any file or other property properly left in the
13 possession of the attorney by a client.

14 2. A lien pursuant to subsection 1 is for the amount of any fee which has
15 been agreed upon by the attorney and client. In the absence of an agreement,
16 the lien is for a reasonable fee for the services which the attorney has rendered
17 for the client.

18 3. An attorney perfects a lien described in subsection 1 by serving notice
19 in writing, in person or by certified mail, return receipt requested, upon his or
20 her client and, if applicable, upon the party against whom the client has a
21 cause of action, claiming the lien and stating the amount of the lien.

22 4. A lien pursuant to:

23 (a) Paragraph (a) of subsection 1 attaches to any verdict, judgment or
24 decree entered and to any money or property which is recovered on account of
25 the suit or other action; and

26 (b) Paragraph (b) of subsection 1 attaches to any file or other property
27 properly left in the possession of the attorney by his or her client, including,
28 without limitation, copies of the attorney's file if the original documents
received from the client have been returned to the client, and authorizes the
attorney to retain any such file or property until such time as an adjudication
is made pursuant to subsection 6, from the time of service of the notices
required by this section.

5. A lien pursuant to paragraph (b) of subsection 1 must not be
construed as inconsistent with the attorney's professional responsibilities to
the client.

6. On motion filed by an attorney having a lien under this section, the
attorney's client or any party who has been served with notice of the lien, the
court shall, after 5 days' notice to all interested parties, adjudicate the rights of
the attorney, client or other parties and enforce the lien.

7. Collection of attorney's fees by a lien under this section may be
utilized with, after or independently of any other method of collection.

1 Nev. Rev. Stat. 18.015.

2 NRS 18.015(2) matches Nevada contract law. If there is an express contract, then the contract terms
3 are applied. Here, there was no express contract for the fee amount, however there was an implied
4 contract when Simon began to bill the Edgeworths for fees in the amount of \$550 per hour for his
5 services, and \$275 per hour for the services of his associates. This contract was in effect until
6 November 29, 2017, when he was constructively discharged from representing the Edgeworths.
7 After he was constructively discharged, under NRS 18.015(2) and Nevada contract law, Simon is
8 due a reasonable fee- that is, quantum meruit.
9

10 *Implied Contract*

11 On December 2, 2016, an implied contract for fees was created. The implied fee was \$550
12 an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was
13 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was
14 created when invoices were sent to the Edgeworths, and they paid the invoices.
15

16 The invoices that were sent to the Edgeworths indicate that they were for costs and attorney's
17 fees, and these invoices were paid by the Edgeworths. Though the invoice says that the fees were
18 reduced, there is no evidence that establishes that there was any discussion with the Edgeworths as
19 to how much of a reduction was being taken, and that the invoices did not need to be paid. There is
20 no indication that the Edgeworths knew about the amount of the reduction and acknowledged that
21 the full amount would be due at a later date. Simon testified that Brian Edgeworth chose to pay the
22 bills to give credibility to his actual damages, above his property damage loss. However, as the
23 lawyer/counselor, Simon did not prevent Brian Edgeworth from paying the bill or in any way refund
24 the money, or memorialize this or any understanding in writing.

25 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCP
26 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
27 paid in full and there was never any indication given that anything less than all the fees had been
28

1 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
2 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
3 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
4 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
5 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
6 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
7 Office retained the payments, indicating an implied contract was formed between the parties. The
8 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
9 date they were constructively discharged, November 29, 2017.

10
11 *Amount of Fees Owed Under Implied Contract*

12 The Edgeworths were billed, and paid for services through September 19, 2017. There is
13 some testimony that an invoice was requested for services after that date, but there is no evidence
14 that any invoice was paid by the Edgeworths. Since the Court has found that an implied contract for
15 fees was formed, the Court must now determine what amount of fees and costs are owed from
16 September 19, 2017 to the constructive discharge date of November 29, 2017. In doing so, the
17 Court must consider the testimony from the witnesses at the evidentiary hearing, the submitted
18 billings, the attached lien, and all other evidence provided regarding the services provided during
19 this time.

20 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing
21 that was prepared with the lien "super bill," are not necessarily accurate as the Law Office went back
22 and attempted to create a bill for work that had been done over a year before. She testified that they
23 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every
24 email that was read and responded to. She testified that the dates were not exact, they just used the
25 dates for which the documents were filed, and not necessarily the dates in which the work was
26 performed. Further, there are billed items included in the "super bill" that was not previously billed
27 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice
28

1 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
2 indicated that there were no phone calls included in the billings that were submitted to the
3 Edgeworths.

4 This attempt to recreate billing and supplement/increase previously billed work makes it
5 unclear to the Court as to the accuracy of this "recreated" billing, since so much time had elapsed
6 between the actual work and the billing. The court reviewed the billings of the "super bill" in
7 comparison to the previous bills and determined that it was necessary to discount the items that had
8 not been previously billed for; such as text messages, reviews with the court reporter, and reviewing,
9 downloading, and saving documents because the Court is uncertain of the accuracy of the "super
10 bill."

11 Simon argues that he has no billing software in his office and that he has never billed a client
12 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,
13 in this case, were billed hourly because the Lange contract had a provision for attorney's fees;
14 however, as the Court previously found, when the Edgeworths paid the invoices it was not made
15 clear to them that the billings were only for the Lange contract and that they did not need to be paid.
16 Also, there was no indication on the invoices that the work was only for the Lange claims, and not
17 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without
18 emails or calls, understanding that those items may be billed separately; but again the evidence does
19 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.
20 This argument does not persuade the court of the accuracy of the "super bill".

21 The amount of attorney's fees and costs for the period beginning in June of 2016 to
22 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
23 which appears to indicate that it began with the initial meeting with the client, leading the court to
24 determine that this is the beginning of the relationship. This invoice also states it is for attorney's
25 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
26
27
28

1 amount has already been paid by the Edgeworths on December 16, 2016.²

2 The amount of the attorney's fees and costs for the period beginning on December 5, 2016 to
3 April 4, 2017 is \$46,620.69. This amount is based upon the invoice from April 7, 2017. This
4 amount has already been paid by the Edgeworths on May 3, 2017.

5 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the
6 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for
7 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
8 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
9 been paid by the Edgeworths on August 16, 2017.³

10 The amount of attorney's fees for the period of July 31, 2017 to September 19, 2017, for the
11 services of Daniel Simon Esq. is \$119,762.50. The amount of attorney's fees for this period for
12 Ashley Ferrel Esq. is \$60,981.25. The amount of attorney's fees for this period for Benjamin Miller
13 Esq. is \$2,887.50. The amount of costs outstanding for this period is \$71,555.00. This amount
14 totals \$255,186.25 and is based upon the invoice from September 19, 2017. This amount has been
15 paid by the Edgeworths on September 25, 2017.

16 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
17 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
18 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
19 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
20 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
21 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
22 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
23 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
24

25 ²There are no billing amounts from December 2 to December 4, 2016.

26 ³ There are no billings from July 28 to July 30, 2017.

27 ⁴ There are no billings for October 8th, October 28-29, and November 5th.

28 ⁵ There is no billing for the October 7-8, October 22, October 28-29, November 4, November 11-12, November 18-19,
November 21, and November 23-26.

1 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

2 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.
3 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
4 by the Edgeworths, so the implied fee agreement applies to their work as well.

5 The Court finds that the total amount owed to the Law Office of Daniel Simon for the period
6 of September 19, 2018 to November 29, 2017 is \$284,982.50.

7
8 *Costs Owed*

9 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding
10 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,
11 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-
12 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought
13 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later
14 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so
15 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

16
17 *Quantum Meruit*

18 When a lawyer is discharged by the client, the lawyer is no longer compensated under the
19 discharged/breached/repudiated contract, but is paid based on quantum meruit. *See e.g. Golightly v.*
20 *Gassner*, 281 P.3d 1176 (Nev. 2009) (*unreported*) (*discharged contingency attorney paid by*
21 *quantum meruit rather than by contingency fee pursuant to agreement with client*); *citing, Gordon v.*
22 *Stewart*, 324 P.3d 234 (1958) (*attorney paid in quantum meruit after client breach of agreement*);
23 *and, Cooke v. Gove*, 114 P.2d 87 (Nev. 1941) (*fees awarded in quantum meruit when there was no*
24 *contingency agreement*). Here, Simon was constructively discharged by the Edgeworths on
25 November 29, 2017. The constructive discharge terminated the implied contract for fees. William
26 Kemp Esq. testified as an expert witness and stated that if there is no contract, then the proper award

27
28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

1 is quantum meruit. The Court finds that the Law Office of Daniel Simon is owed attorney's fees
2 under quantum meruit from November 29, 2017, after the constructive discharge, to the conclusion
3 of the Law Office's work on this case.

4 In determining the amount of fees to be awarded under quantum meruit, the Court has wide
5 discretion on the method of calculation of attorney fee, to be "tempered only by reason and
6 fairness". Albios v. Horizon Communities, Inc., 132 P.3d 1022 (Nev. 2006). The law only requires
7 that the court calculate a reasonable fee. Shuette v. Beazer Homes Holding Corp., 124 P.3d 530
8 (Nev. 2005). Whatever method of calculation is used by the Court, the amount of the attorney fee
9 must be reasonable under the Brunzell factors. Id. The Court should enter written findings of the
10 reasonableness of the fee under the Brunzell factors. Argentina Consolidated Mining Co., v. Jolley,
11 Urga, Wirth, Woodbury Standish, 216 P.3d 779, at fn2 (Nev. 2009). Brunzell provides that
12 "[w]hile hourly time schedules are helpful in establishing the value of counsel services, other factors
13 may be equally significant. Brunzell v. Golden Gate National Bank, 455 P.2d 31 (Nev. 1969).

14 The Brunzell factors are: (1) the qualities of the advocate; (2) the character of the work to be
15 done; (3) the work actually performed; and (4) the result obtained. Id. However, in this case the
16 Court notes that the majority of the work in this case was complete before the date of the
17 constructive discharge, and the Court is applying the Brunzell factors for the period commencing
18 after the constructive discharge.

19 In considering the Brunzell factors, the Court looks at all of the evidence presented in the
20 case, the testimony at the evidentiary hearing, and the litigation involved in the case.

21 1. Quality of the Advocate

22 Brunzell expands on the "qualities of the advocate" factor and mentions such items as
23 training, skill and education of the advocate. Mr. Simon has been an active Nevada trial attorney for
24 over two decades. He has several 7-figure trial verdicts and settlements to his credit. Craig
25 Drummond Esq. testified that he considers Mr. Simon a top 1% trial lawyer and he associates Mr.
26 Simon in on cases that are complex and of significant value. Michael Nunez Esq. testified that Mr.
27 Simon's work on this case was extremely impressive. William Kemp Esq. testified that Mr. Simon's
28

1 work product and results are exceptional.

2 2 The Character of the Work to be Done

3 The character of the work done in this case is complex. There were multiple parties,
4 multiple claims, and many interrelated issues. Affirmative claims by the Edgeworths covered the
5 gamut from product liability to negligence. The many issues involved manufacturing, engineering,
6 fraud, and a full understanding of how to work up and present the liability and damages. Mr. Kemp
7 testified that the quality and quantity of the work was exceptional for a products liability case against
8 a world-wide manufacturer that is experienced in litigating case. Mr. Kemp further testified that the
9 Law Office of Danny Simon retained multiple experts to secure the necessary opinions to prove the
10 case. The continued aggressive representation, of Mr. Simon, in prosecuting the case that was a
11 substantial factor in achieving the exceptional results.

12 3 The Work Actually Performed

13 Mr. Simon was aggressive in litigating this case. In addition to filing several motions,
14 numerous court appearances, and deposition; his office uncovered several other activations, that
15 caused possible other floods. While the Court finds that Mr. Edgeworth was extensively involved
16 and helpful in this aspect of the case, the Court disagrees that it was his work alone that led to the
17 other activations being uncovered and the result that was achieved in this case. Since Mr.
18 Edgeworth is not a lawyer, it is impossible that it was his work alone that led to the filing of motions
19 and the litigation that allowed this case to develop into a \$6 million settlement. All of the work by
20 the Law Office of Daniel Simon led to the ultimate result in this case.

21 4 The Result Obtained

22 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
23 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
24 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
25 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
26 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
27 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
28

1 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
2 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
3 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
4 were made more than whole with the settlement with the Viking entities.

5 In determining the amount of attorney's fees owed to the Law Firm of Daniel Simon, the
6 Court also considers the factors set forth in Nevada Rules of Professional Conduct – Rule 1.5(a)
7 which states:

8
9 (a) A lawyer shall not make an agreement for, charge, or collect an
10 unreasonable fee or an unreasonable amount for expenses. The factors to be
11 considered in determining the reasonableness of a fee include the following:

12 (1) The time and labor required, the novelty and difficulty of the
13 questions involved, and the skill requisite to perform the legal service
14 properly;

15 (2) The likelihood, if apparent to the client, that the acceptance of the
16 particular employment will preclude other employment by the lawyer;

17 (3) The fee customarily charged in the locality for similar legal
18 services;

19 (4) The amount involved and the results obtained;

20 (5) The time limitations imposed by the client or by the
21 circumstances;

22 (6) The nature and length of the professional relationship with the
23 client;

24 (7) The experience, reputation, and ability of the lawyer or lawyers
25 performing the services; and

26 (8) Whether the fee is fixed or contingent.

27 NRCP 1.5. However, the Court must also consider the remainder of Rule 1.5 which goes on to state:

28 (b) The scope of the representation and the basis or rate of the fee and
expenses for which the client will be responsible shall be communicated to the
client, preferably in writing, before or within a reasonable time after
commencing the representation, except when the lawyer will charge a
regularly represented client on the same basis or rate. Any changes in the
basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the
service is rendered, except in a matter in which a contingent fee is prohibited
by paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

1 (1) The method by which the fee is to be determined, including the
2 percentage or percentages that shall accrue to the lawyer in the event of
3 settlement, trial or appeal;

4 (2) Whether litigation and other expenses are to be deducted from the
5 recovery, and whether such expenses are to be deducted before or after the
6 contingent fee is calculated;

7 (3) Whether the client is liable for expenses regardless of outcome;

8 (4) That, in the event of a loss, the client may be liable for the
9 opposing party's attorney fees, and will be liable for the opposing party's
10 costs as required by law; and

11 (5) That a suit brought solely to harass or to coerce a settlement may
12 result in liability for malicious prosecution or abuse of process.

13 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
14 with a written statement stating the outcome of the matter and, if there is a
15 recovery, showing the remittance to the client and the method of its
16 determination.

17 NRCP 1.5.

18 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
19 the Edgeworths, the character of the work was complex, the work actually performed was extremely
20 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
21 factors justify a reasonable fee under NRCP 1.5.

22 However, the Court must also consider the fact that the evidence suggests that the basis or
23 rate of the fee and expenses for which the client will be responsible were never communicated to the
24 client, within a reasonable time after commencing the representation. Further, this is not a
25 contingent fee case, and the Court is not awarding a contingency fee.

26 Instead, the Court must determine the amount of a reasonable fee. In determining this
27 amount of a reasonable fee, the Court must consider the work that the Law Office continued to
28 provide on the Edgeworth's case, even after the constructive discharge. The record is clear that the
Edgeworths were ready to sign and settle the Lange claim for \$25,000 but Simon kept working on
the case and making changes to the settlement agreement. This resulted in the Edgeworth's
recovering an additional \$75,000 from Lange plumbing. Further, the Law Office of Daniel Simon
continued to work on the Viking settlement until it was finalized in December of 2017, and the

1 checks were issued on December 18, 2017. Mr. Simon continued to personally work with Mr.
2 Vannah to attempt to get the checks endorsed by the Edgeworths, and this lasted into the 2018 year.
3 The record is clear that the efforts exerted by the Law Office of Daniel Simon and Mr. Simon
4 himself were continuing, even after the constructive discharge. In considering the reasonable value
5 of these services, under quantum meruit, the Court is considering the previous \$550 per hour fee
6 from the implied fee agreement, the Brunzell factors, and additional work performed after the
7 constructive discharge. As such, the COURT FINDS that the Law Office of Daniel Simon is
8 entitled to a reasonable fee in the amount of \$200,000, from November 30, 2017 to the conclusion of
9 this case.

10 11 CONCLUSION

12 The Court finds that the Law Office of Daniel Simon properly filed and perfected the
13 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further
14 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the
15 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The
16 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.
17 Simon as their attorney, when they ceased following his advice and refused to communicate with
18 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied
19 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until
20 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,
21 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and
22 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November
23 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is
24 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being
25 constructively discharged, under quantum meruit, in an amount of \$200,000. The Court further
26 finds that the Law Office of Daniel Simon is entitled to costs in the amount of \$71,594.93.

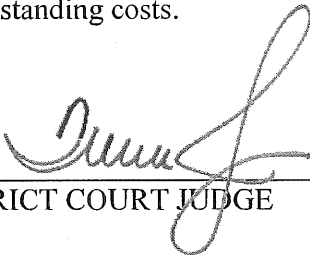
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ORDER

It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien of the Law Office of Daniel S. Simon is hereby granted and that the reasonable fee due to the Law Office of Daniel Simon is \$556,577.43, which includes outstanding costs.
Dated this 16th day of March, 2021

IT IS SO ORDERED this 16th day of March, 2021.


DISTRICT COURT JUDGE

B7B 840 B8A7 FF62
Tierra Jones
District Court Judge

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-16-738444-C

8 vs.

DEPT. NO. Department 10

9 Lange Plumbing, L.L.C.,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 3/16/2021

16 Daniel Simon .	lawyers@simonlawlv.com
17 Rhonda Onorato .	ronorato@rlattorneys.com
18 Mariella Dumbrique	mdumbrique@blacklobello.law
19 Michael Nunez	mnunez@murchisonlaw.com
20 Tyler Ure	ngarcia@murchisonlaw.com
21 Nicole Garcia	ngarcia@murchisonlaw.com
22 Bridget Salazar	bsalazar@vannahlaw.com
23 John Greene	jgreene@vannahlaw.com
24 James Christensen	jim@jchristensenlaw.com
25 Daniel Simon	dan@danielsimonlaw.com
26	
27	
28	

Michael Nunez	mnunez@murchisonlaw.com
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Robert Vannah	rvannah@vannahlaw.com
Christopher Page	chrispage@vannahlaw.com
Jessie Church	jchurch@vannahlaw.com

If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 3/17/2021

Theodore Parker	2460 Professional CT STE 200 Las Vegas, NV, 89128
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EXHIBIT 3

AA00669

1 **ORD**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

6 EDGEWORTH FAMILY TRUST; and
7 AMERICAN GRATING, LLC,

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: X

10 LANGE PLUMBING, LLC; THE VIKING
11 CORPORATION, a Michigan Corporation;
12 SUPPLY NETWORK, INC., dba VIKING
13 SUPPLYNET, a Michigan Corporation; and
DOES 1 through 5; and, ROE entities 6 through
10;

14 Defendants.

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

15 EDGEWORTH FAMILY TRUST; and
16 AMERICAN GRATING, LLC,

17 Plaintiffs,

18 vs.

THIRD AMENDED DECISION AND
ORDER ON MOTION TO ADJUDICATE
LIEN

19 DANIEL S. SIMON; THE LAW OFFICE OF
20 DANIEL S. SIMON, a Professional Corporation
d/b/a SIMON LAW; DOES 1 through 10; and,
ROE entities 1 through 10;

21 Defendants.

22
23 **THIRD AMENDED DECISION AND ORDER ON MOTION TO**
24 **ADJUDICATE LIEN**

25 This case came on for an evidentiary hearing August 27-30, 2018 and concluded on
26 September 18, 2018, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable
27 Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon
28 d/b/a Simon Law ("Defendants" or "Law Office" or "Simon" or "Mr. Simon") having appeared in

1 person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James
2 Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
3 "Edgeworths") having appeared through Brian and Angela Edgeworth, and by and through their
4 attorneys of record, the law firm of Vannah and Vannah, Chtd. Robert Vannah, Esq. and John
5 Greene, Esq. The Court having considered the evidence, arguments of counsel and being fully
6 advised of the matters herein, the **COURT FINDS:**

7 8 **FINDINGS OF FACT**

9 1. The Court finds that the Law Office of Daniel S. Simon represented the Plaintiffs,
10 Edgeworth Family Trust and American Grating in the case entitled Edgeworth Family Trust and
11 American Grating v. Viking, et al., case number A-16-738444-C. The representation commenced on
12 May 27, 2016 when Brian Edgeworth and Daniel Simon Esq. met at Starbucks. This representation
13 originally began as a favor between friends and there was no discussion of fees, at this point. Mr.
14 Simon and his wife were close family friends with Brian and Angela Edgeworth.

15 2. The case involved a complex products liability issue.

16 3. On April 10, 2016, a house the Edgeworths were building as a speculation home
17 suffered a flood. The house was still under construction and the flood caused a delay. The
18 Edgeworths did not carry loss insurance if a flood occurred and the plumbing company and
19 manufacturer refused to pay for the property damage. A fire sprinkler installed by the plumber, and
20 within the plumber's scope of work, caused the flood; however, the plumber asserted the fire
21 sprinkler was defective and refused to repair or to pay for repairs. The manufacturer of the sprinkler,
22 Viking, et al., also denied any wrongdoing.

23 4. In May of 2016, Mr. Simon agreed to help his friend with the flood claim and to send
24 a few letters. The parties initially hoped that Simon drafting a few letters to the responsible parties
25 could resolve the matter. Simon wrote the letters to the responsible parties, but the matter did not
26 resolve. Since the matter was not resolved, a lawsuit had to be filed.

27 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and
28

1 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,
2 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately
3 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")
4 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

5 6. On August 9, 2017, Mr. Simon and Brian Edgeworth traveled to San Diego to meet
6 with an expert. As they were in the airport waiting for a return flight, they discussed the case, and
7 had some discussion about payments and financials. No express fee agreement was reached during
8 the meeting. On August 22, 2017, Brian Edgeworth sent an email to Simon entitled "Contingency."
9 It reads as follows:

10 We never really had a structured discussion about how this might be done.
11 I am more than happy to keep paying hourly but if we are going for punitive
12 we should probably explore a hybrid of hourly on the claim and then some
13 other structure that incents both of us to win an go after the appeal that these
scumbags will file etc.

14 Obviously that could not have been done earlier since who would have
thought this case would meet the hurdle of punitive at the start.

15 I could also swing hourly for the whole case (unless I am off what this is
going to cost). I would likely borrow another \$450K from Margaret in 250
16 and 200 increments and then either I could use one of the house sales for cash
or if things get really bad, I still have a couple million in bitcoin I could sell.

17 I doubt we will get Kinsale to settle for enough to really finance this since I
18 would have to pay the first \$750,000 or so back to Colin and Margaret and
why would Kinsale settle for \$1MM when their exposure is only \$1MM?

19
20 (Def. Exhibit 27).

21 7. During the litigation, Simon sent four (4) invoices to the Edgeworths. The first
22 invoice was sent on December 2, 2016, seven (7) months after the original meeting at Starbucks.
23 This invoice indicated that it was for attorney's fees and costs through November 11, 2016. (Def.
24 Exhibit 8). The total of this invoice was \$42,564.95 and was billed at a "reduced" rate of \$550 per
25 hour. Id. The invoice was paid by the Edgeworths on December 16, 2016.

26 8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and
27 costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per
28

1 hour. (Def. Exhibit 9). This invoice was paid by the Edgeworths on May 3, 2017. There was no
2 indication on the first two invoices if the services were those of Mr. Simon or his associates; but the
3 bills indicated an hourly rate of \$550.00 per hour.

4 9. A third invoice was sent to the Edgeworths on July 28, 2017 for attorney's fees and
5 costs through July 28, 2017 totaling of \$142,080.20. (Def. Exhibit 10). This bill identified services
6 of Daniel Simon Esq. for a "reduced" rate of \$550 per hour totaling \$104,021.20; and services of
7 Ashley Ferrel Esq. for a "reduced" rate of \$275 per hour totaling \$37,959.00. Id. This invoice was
8 paid by the Edgeworths on August 16, 2017.

9 10. The fourth invoice was sent to the Edgeworths on September 19, 2017 in an amount
10 of \$255,186.25 for attorney's fees and costs; with \$191,317.50 being calculated at a "reduced" rate
11 of \$550 per hour for Daniel Simon Esq., \$60,981.25 being calculated at a "reduced" rate of \$275 per
12 hour for Ashley Ferrel Esq., and \$2,887.50 being calculated at a "reduced" rate of \$275 per hour for
13 Benjamin Miller Esq. (Def. Exhibit 11). This invoice was paid by the Edgeworths on September
14 25, 2017.

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

19 12. Between June 2016 and December 2017, there was a tremendous amount of work
20 done in the litigation of this case. There were several motions and oppositions filed, several
21 depositions taken, and several hearings held in the case.

22 13. On the evening of November 15, 2017, the Edgeworth's received the first settlement
23 offer for their claims against the Viking Corporation ("Viking"). However, the claims were not
24 settled until on or about December 1, 2017.

25 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon asking for the
26

27 ¹ \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for the services of Ashley Ferrel; and
28 \$2,887.50 for the services of Benjamin Miller.

1 open invoice. The email stated: "I know I have an open invoice that you were going to give me at
2 mediation a couple weeks ago and then did not leave with me. Could someone in your office send
3 Peter (copied here) any invoices that are unpaid please?" (Def. Exhibit 38).

4 15. On November 17, 2017, Simon scheduled an appointment for the Edgeworths to
5 come to his office to discuss the litigation.

6 16. On November 27, 2017, Simon sent a letter with an attached retainer agreement,
7 stating that the fee for legal services would be \$1,500,000 for services rendered to date. (Plaintiff's
8 Exhibit 4).

9 17. On November 29, 2017, the Edgeworths met with the Law Office of Vannah &
10 Vannah and signed a retainer agreement. (Def. Exhibit 90). On this date, they ceased all
11 communications with Mr. Simon.

12 18. On the morning of November 30, 2017, Simon received a letter advising him that the
13 Edgeworths had retained the Vannah Law Firm to assist in the litigation with the Viking entities,
14 et.al. The letter read as follows:

15 "Please let this letter serve to advise you that I've retained Robert D. Vannah,
16 Esq. and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation
17 with the Viking entities, et.al. I'm instructing you to cooperate with them in
18 every regard concerning the litigation and any settlement. I'm also instructing
19 you to give them complete access to the file and allow them to review
20 whatever documents they request to review. Finally, I direct you to allow
21 them to participate without limitation in any proceeding concerning our case,
22 whether it be at depositions, court hearings, discussions, etc."

23 (Def. Exhibit 43).

24 19. On the same morning, Simon received, through the Vannah Law Firm, the
25 Edgeworth's consent to settle their claims against Lange Plumbing LLC for \$25,000.

26 20. Also on this date, the Law Office of Danny Simon filed an attorney's lien for the
27 reasonable value of its services pursuant to NRS 18.015. (Def. Exhibit 3). On January 2, 2018, the
28 Law Office filed an amended attorney's lien for the sum of \$2,345,450, less payments made in the
sum of \$367,606.25, for a net lien in the sum of \$1,977,843.80. This lien includes court costs and

1 out-of-pocket costs advanced by the Law Office of Daniel S. Simon in the sum of \$76,535.93.

2 21. Mr. Edgeworth alleges that the fee agreement with Simon was only for an hourly
3 express agreement of \$550 an hour; and that the agreement for \$550 an hour was made at the outset
4 of the case. Mr. Simon alleges that he worked on the case always believing he would receive the
5 reasonable value of his services when the case concluded. There is a dispute over the reasonable fee
6 due to the Law Office of Danny Simon.

7 22. The parties agree that an express written contract was never formed.

8 23. On December 7, 2017, the Edgeworths signed Consent to Settle their claims against
9 Lange Plumbing LLC for \$100,000.

10 24. On January 4, 2018, the Edgeworth Family Trust filed a lawsuit against Simon in
11 Edgeworth Family Trust; American Grating LLC vs. Daniel S. Simon, the Law Office of Daniel S.
12 Simon, a Professional Corporation, case number A-18-767242-C.

13 25. On January 24, 2018, the Law Office of Danny Simon filed a Motion to Adjudicate
14 Lien with an attached invoice for legal services rendered. The amount of the invoice was
15 \$692,120.00. The Court set an evidentiary hearing to adjudicate the lien.

16 26. On November 19, 2018, the Court entered a Decision and Order on Motion to
17 Adjudicate Lien.

18 27. On December 7, 2018, the Edgeworths filed a Notice of Appeal.

19 28. On February 8, 2019, the Court entered a Decision and Order Granting in Part and
20 Denying in Part, Simon's Motion for Attorney's Fees and Costs.

21 29. On February 15, 2019, the Edgeworths filed a second Notice of Appeal and Simon
22 filed a cross appeal, and Simon filed a writ petition on October 17, 2019.

23 30. On December 30, 2020, the Supreme Court issued an order affirming this Court's
24 findings in most respects.

25 31. On January 15, 2021, the Edgeworths filed a Petition for Rehearing.

26 32. On March 16, 2021, this Court issued a Second Amended Decision and Order on
27 Motion to Adjudicate Lien.

1 33. On March 18, 2021, the Nevada Supreme Court denied the Motion for Rehearing.

2
3
4 **CONCLUSION OF LAW**

5 **The Law Office Appropriately Asserted A Charging Lien Which Must Be Adjudicated By The**
6 **Court**

7 An attorney may obtain payment for work on a case by use of an attorney lien. Here, the
8 Law Office of Daniel Simon may use a charging lien to obtain payment for work on case A-16-
9 738444-C under NRS 18.015.

10 NRS 18.015(1)(a) states:

11 1. An attorney at law shall have a lien:

12 (a) Upon any claim, demand or cause of action, including any claim for unliquidated
13 damages, which has been placed in the attorney's hands by a client for suit or
collection, or upon which a suit or other action has been instituted.

14 Nev. Rev. Stat. 18.015.

15 The Court finds that the lien filed by the Law Office of Daniel Simon, in case A-16-738444-C,
16 complies with NRS 18.015(1)(a). The Law Office perfected the charging lien pursuant to NRS
17 18.015(3), by serving the Edgeworths as set forth in the statute. The Law Office charging lien was
18 perfected before settlement funds generated from A-16-738444-C of \$6,100,000.00 were deposited,
19 thus the charging lien attached to the settlement funds. Nev. Rev. Stat. 18.015(4)(a); Golightly &
20 Vannah, PLLC v. TJ Allen LLC, 373 P.3d 103, at 105 (Nev. 2016). The Law Office's charging lien
21 is enforceable in form.

22 The Court has personal jurisdiction over the Law Office and the Plaintiffs in A-16-738444-C.
23 Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish, 216 P.3d 779 at
24 782-83 (Nev. 2009). The Court has subject matter jurisdiction over adjudication of the Law Office's
25 charging lien. Argentina, 216 P.3d at 783. The Law Office filed a motion requesting adjudication
26 under NRS 18.015, thus the Court must adjudicate the lien.

1 *Fee Agreement*

2 It is undisputed that no express written fee agreement was formed. The Court finds that there
3 was no express oral fee agreement formed between the parties. An express oral agreement is
4 formed when all important terms are agreed upon. See, Loma Linda University v. Eckenweiler, 469
5 P.2d 54 (Nev. 1970) (*no oral contract was formed, despite negotiation, when important terms were*
6 *not agreed upon and when the parties contemplated a written agreement*). The Court finds that the
7 payment terms are essential to the formation of an express oral contract to provide legal services on
8 an hourly basis.

9 Here, the testimony from the evidentiary hearing does not indicate, with any degree of
10 certainty, that there was an express oral fee agreement formed on or about June of 2016. Despite
11 Brian Edgeworth's affidavits and testimony; the emails between himself and Danny Simon,
12 regarding punitive damages and a possible contingency fee, indicate that no express oral fee
13 agreement was formed at the meeting on June 10, 2016. Specifically in Brian Edgeworth's August
14 22, 2017 email, titled "Contingency," he writes:

15
16 "We never really had a structured discussion about how this might be done. I
17 am more than happy to keep paying hourly but if we are going for punitive we
18 should probably explore a hybrid of hourly on the claim and then some other
19 structure that incents both of us to win an go after the appeal that these
20 scumbags will file etc. Obviously that could not have been done earlier since
21 who would have thought this case would meet the hurdle of punitive at the
22 start. I could also swing hourly for the whole case (unless I am off what this
23 is going to cost). I would likely borrow another \$450K from Margaret in 250
24 and 200 increments and then either I could use one of the house sales for cash
25 or if things get really bad, I still have a couple million in bitcoin I could sell. I
26 doubt we will get Kinsale to settle for enough to really finance this since I
27 would have to pay the first \$750,000 or so back to Colin and Margaret and
28 why would Kinsale settle for \$1MM when their exposure is only \$1MM?"

(Def. Exhibit 27).

It is undisputed that when the flood issue arose, all parties were under the impression that Simon
would be helping out the Edgeworths, as a favor.

1 The Court finds that an implied fee agreement was formed between the parties on December
2 2, 2016, when Simon sent the first invoice to the Edgeworths, billing his services at \$550 per hour,
3 and the Edgeworths paid the invoice. On July 28, 2017 an addition to the implied contract was
4 created with a fee of \$275 per hour for Simon's associates. Simon testified that he never told the
5 Edgeworths not to pay the bills, though he testified that from the outset he only wanted to "trigger
6 coverage". When Simon repeatedly billed the Edgeworths at \$550 per hour for his services, and
7 \$275 an hour for the services of his associates; and the Edgeworths paid those invoices, an implied
8 fee agreement was formed between the parties. The implied fee agreement was for \$550 per hour
9 for the services of Daniel Simon Esq. and \$275 per hour for the services of his associates.

10 11 *Constructive Discharge*

12 Constructive discharge of an attorney may occur under several circumstances, such as:

- 13 • Refusal to communicate with an attorney creates constructive discharge. Rosenberg v.
14 Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).
- 15 • Refusal to pay an attorney creates constructive discharge. *See e.g., Christian v. All Persons*
16 Claiming Any Right, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).
- 17 • Suing an attorney creates constructive discharge. *See Tao v. Probate Court for the Northeast*
18 Dist. #26, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). *See also Maples v.*
19 Thomas, 565 U.S. 266 (2012); *Harris v. State*, 2017 Nev. LEXIS 111; and *Guerrero v. State*,
20 2017 Nev. Unpubl. LEXIS 472.
- 21 • Taking actions that preventing effective representation creates constructive discharge.
22 McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

23 Here, the Court finds that the Edgeworths constructively discharged Simon as their lawyer on
24 November 29, 2017. The Edgeworths assert that because Simon has not been expressly terminated,
25 has not withdrawn, and is still technically their attorney of record; there cannot be a termination.
26 The Court disagrees.

27 On November 29, 2017, the Edgeworths met with the Law Firm of Vannah and Vannah and
28 signed a retainer agreement. The retainer agreement was for representation on the Viking settlement
agreement and the Lange claims. (Def. Exhibit 90). This is the exact litigation that Simon was

1 representing the Edgeworths on. This fee agreement also allowed Vannah and Vannah to do all
2 things without a compromise. Id. The retainer agreement specifically states:

3
4 Client retains Attorneys to represent him as his Attorneys regarding
5 Edgeworth Family Trust and AMERICAN GRATING V. ALL VIKING
6 ENTITIES and all damages including, but not limited to, all claims in this
7 matter and empowers them to do all things to effect a compromise in said
8 matter, or to institute such legal action as may be advisable in their judgment,
9 and agrees to pay them for their services, on the following conditions:

10 a) ...

11 b) ...

12 c) Client agrees that his attorneys will work to consummate a settlement of
13 \$6,000,000 from the Viking entities and any settlement amount agreed to be
14 paid by the Lange entity. Client also agrees that attorneys will work to reach
15 an agreement amongst the parties to resolve all claims in the Lange and
16 Viking litigation.

17 Id.

18 This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr.
19 Simon had already begun negotiating the terms of the settlement agreement with Viking during the
20 week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put
21 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.
22 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly
23 identified as the firm that solely advised the clients about the settlement. The actual language in the
24 settlement agreement, for the Viking claims, states:

25 PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq.
26 and John Greene, Esq., of the law firm Vannah & Vannah has explained the
27 effect of this AGREEMENT and their release of any and all claims, known or
28 unknown and, based upon that explanation and their independent judgment by
the reading of this Agreement, PLAINTIFFS understand and acknowledge the
legal significance and the consequences of the claims being released by this
Agreement. PLAINTIFFS further represent that they understand and
acknowledge the legal significance and consequences of a release of unknown
claims against the SETTLING PARTIES set forth in, or arising from, the
INCIDENT and hereby assume full responsibility for any injuries, damages,
losses or liabilities that hereafter may occur with respect to the matters
released by this Agreement.

1 Id.

2 Also, Simon was not present for the signing of these settlement documents and never explained any
3 of the terms to the Edgeworths. He sent the settlement documents to the Law Office of Vannah and
4 Vannah and received them back with the signatures of the Edgeworths.

5 Further, the Edgeworths did not personally speak with Simon after November 25, 2017.
6 Though there were email communications between the Edgeworths and Simon, they did not verbally
7 speak to him and were not seeking legal advice from him. In an email dated December 5, 2017,
8 Simon is requesting Brian Edgeworth return a call to him about the case, and Brian Edgeworth
9 responds to the email saying, "please give John Greene at Vannah and Vannah a call if you need
10 anything done on the case. I am sure they can handle it." (Def. Exhibit 80). At this time, the claim
11 against Lange Plumbing had not been settled. The evidence indicates that Simon was actively
12 working on this claim, but he had no communication with the Edgeworths and was not advising
13 them on the claim against Lange Plumbing. Specifically, Brian Edgeworth testified that Robert
14 Vannah Esq. told them what Simon said about the Lange claims and it was established that the Law
15 Firm of Vannah and Vannah provided advice to the Edgeworths regarding the Lange claim. Simon
16 and the Law Firm of Vannah and Vannah gave different advice on the Lange claim, and the
17 Edgeworths followed the advice of the Law Firm of Vannah and Vannah to settle the Lange claim.
18 The Law Firm of Vannah and Vannah drafted the consent to settle for the claims against Lange
19 Plumbing (Def. Exhibit 47). This consent to settle was inconsistent with the advice of Simon. Mr.
20 Simon never signed off on any of the releases for the Lange settlement.

21 Further demonstrating a constructive discharge of Simon is the email from Robert Vannah
22 Esq. to James Christensen Esq. dated December 26, 2017, which states: "They have lost all faith and
23 trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account.
24 Quite frankly, they are fearful that he will steal the money." (Def. Exhibit 48). Then on January 4,
25 2018, the Edgeworth's filed a lawsuit against Simon in Edgeworth Family Trust; American Grating,
26 LLC vs. Daniel S. Simon; the Law Office of Daniel S. Simon, a Professional Corporation d/b/a
27 Simon Law, case number A-18-767242-C. Then, on January 9, 2018, Robert Vannah Esq. sent an
28

1 email to James Christensen Esq. stating, "I guess he could move to withdraw. However, that
2 doesn't seem in his best interests." (Def. Exhibit 53).

3 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-
4 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the
5 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018
6 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that
7 was attached to the letter), and that Simon continued to work on the case after the November 29,
8 2017 date. The court further recognizes that it is always a client's decision of whether or not to
9 accept a settlement offer. However the issue is constructive discharge and nothing about the fact
10 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively
11 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys
12 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating
13 with him, making it impossible to advise them on pending legal issues, such as the settlements with
14 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing
15
16 Simon from effectively representing the clients. The Court finds that Danny Simon was
17 constructively discharged by the Edgeworths on November 29, 2017.

18
19 **Adjudication of the Lien and Determination of the Law Office Fee**

20 NRS 18.015 states:

21 1. An attorney at law shall have a lien:

22 (a) Upon any claim, demand or cause of action, including any claim for
23 unliquidated damages, which has been placed in the attorney's hands by a
24 client for suit or collection, or upon which a suit or other action has been
25 instituted.

26 (b) In any civil action, upon any file or other property properly left in the
27 possession of the attorney by a client.

28 2. A lien pursuant to subsection 1 is for the amount of any fee which has
been agreed upon by the attorney and client. In the absence of an agreement,
the lien is for a reasonable fee for the services which the attorney has rendered
for the client.

1 3. An attorney perfects a lien described in subsection 1 by serving notice
2 in writing, in person or by certified mail, return receipt requested, upon his or
3 her client and, if applicable, upon the party against whom the client has a
4 cause of action, claiming the lien and stating the amount of the lien.

5 4. A lien pursuant to:

6 (a) Paragraph (a) of subsection 1 attaches to any verdict, judgment or
7 decree entered and to any money or property which is recovered on account of
8 the suit or other action; and

9 (b) Paragraph (b) of subsection 1 attaches to any file or other property
10 properly left in the possession of the attorney by his or her client, including,
11 without limitation, copies of the attorney's file if the original documents
12 received from the client have been returned to the client, and authorizes the
13 attorney to retain any such file or property until such time as an adjudication
14 is made pursuant to subsection 6, from the time of service of the notices
15 required by this section.

16 5. A lien pursuant to paragraph (b) of subsection 1 must not be
17 construed as inconsistent with the attorney's professional responsibilities to
18 the client.

19 6. On motion filed by an attorney having a lien under this section, the
20 attorney's client or any party who has been served with notice of the lien, the
21 court shall, after 5 days' notice to all interested parties, adjudicate the rights of
22 the attorney, client or other parties and enforce the lien.

23 7. Collection of attorney's fees by a lien under this section may be
24 utilized with, after or independently of any other method of collection.

25 Nev. Rev. Stat. 18.015.

26 NRS 18.015(2) matches Nevada contract law. If there is an express contract, then the contract terms
27 are applied. Here, there was no express contract for the fee amount, however there was an implied
28 contract when Simon began to bill the Edgeworths for fees in the amount of \$550 per hour for his
services, and \$275 per hour for the services of his associates. This contract was in effect until
November 29, 2017, when he was constructively discharged from representing the Edgeworths.
After he was constructively discharged, under NRS 18.015(2) and Nevada contract law, Simon is
due a reasonable fee- that is, quantum meruit.

Implied Contract

On December 2, 2016, an implied contract for fees was created. The implied fee was \$550
an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was

1 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was
2 created when invoices were sent to the Edgeworths, and they paid the invoices.

3 The invoices that were sent to the Edgeworths indicate that they were for costs and attorney's
4 fees, and these invoices were paid by the Edgeworths. Though the invoice says that the fees were
5 reduced, there is no evidence that establishes that there was any discussion with the Edgeworths as
6 to how much of a reduction was being taken, and that the invoices did not need to be paid. There is
7 no indication that the Edgeworths knew about the amount of the reduction and acknowledged that
8 the full amount would be due at a later date. Simon testified that Brian Edgeworth chose to pay the
9 bills to give credibility to his actual damages, above his property damage loss. However, as the
10 lawyer/counselor, Simon did not prevent Brian Edgeworth from paying the bill or in any way refund
11 the money, or memorialize this or any understanding in writing.

12 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCP
13 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
14 paid in full and there was never any indication given that anything less than all the fees had been
15 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
16 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
17 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
18 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
19 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
20 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
21 Office retained the payments, indicating an implied contract was formed between the parties. The
22 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
23 date they were constructively discharged, November 29, 2017.

24
25 *Amount of Fees Owed Under Implied Contract*

26 The Edgeworths were billed, and paid for services through September 19, 2017. There is
27 some testimony that an invoice was requested for services after that date, but there is no evidence
28

1 that any invoice was paid by the Edgeworths. Since the Court has found that an implied contract for
2 fees was formed, the Court must now determine what amount of fees and costs are owed from
3 September 19, 2017 to the constructive discharge date of November 29, 2017. In doing so, the
4 Court must consider the testimony from the witnesses at the evidentiary hearing, the submitted
5 billings, the attached lien, and all other evidence provided regarding the services provided during
6 this time.

7 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing
8 that was prepared with the lien "super bill," are not necessarily accurate as the Law Office went back
9 and attempted to create a bill for work that had been done over a year before. She testified that they
10 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every
11 email that was read and responded to. She testified that the dates were not exact, they just used the
12 dates for which the documents were filed, and not necessarily the dates in which the work was
13 performed. Further, there are billed items included in the "super bill" that was not previously billed
14 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice
15 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
16 indicated that there were no phone calls included in the billings that were submitted to the
17 Edgeworths.

18 This attempt to recreate billing and supplement/increase previously billed work makes it
19 unclear to the Court as to the accuracy of this "recreated" billing, since so much time had elapsed
20 between the actual work and the billing. The court reviewed the billings of the "super bill" in
21 comparison to the previous bills and determined that it was necessary to discount the items that had
22 not been previously billed for; such as text messages, reviews with the court reporter, and reviewing,
23 downloading, and saving documents because the Court is uncertain of the accuracy of the "super
24 bill."

25 Simon argues that he has no billing software in his office and that he has never billed a client
26 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,
27 in this case, were billed hourly because the Lange contract had a provision for attorney's fees;
28

1 however, as the Court previously found, when the Edgeworths paid the invoices it was not made
2 clear to them that the billings were only for the Lange contract and that they did not need to be paid.
3 Also, there was no indication on the invoices that the work was only for the Lange claims, and not
4 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without
5 emails or calls, understanding that those items may be billed separately; but again the evidence does
6 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.
7 This argument does not persuade the court of the accuracy of the "super bill".

8 The amount of attorney's fees and costs for the period beginning in June of 2016 to
9 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
10 which appears to indicate that it began with the initial meeting with the client, leading the court to
11 determine that this is the beginning of the relationship. This invoice also states it is for attorney's
12 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
13 amount has already been paid by the Edgeworths on December 16, 2016.²

14 The amount of the attorney's fees and costs for the period beginning on December 5, 2016 to
15 April 4, 2017 is \$46,620.69. This amount is based upon the invoice from April 7, 2017. This
16 amount has already been paid by the Edgeworths on May 3, 2017.

17 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the
18 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for
19 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
20 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
21 been paid by the Edgeworths on August 16, 2017.³

22 The amount of attorney's fees for the period of July 31, 2017 to September 19, 2017, for the
23 services of Daniel Simon Esq. is \$119,762.50. The amount of attorney's fees for this period for
24 Ashley Ferrel Esq. is \$60,981.25. The amount of attorney's fees for this period for Benjamin Miller
25

26
27 ²There are no billing amounts from December 2 to December 4, 2016.

28 ³ There are no billings from July 28 to July 30, 2017.

1 Esq. is \$2,887.50. The amount of costs outstanding for this period is \$71,555.00. This amount
2 totals \$255,186.25 and is based upon the invoice from September 19, 2017. This amount has been
3 paid by the Edgeworths on September 25, 2017.

4 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
5 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
6 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
7 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
8 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
9 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
10 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
11 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
12 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

13 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.
14 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
15 by the Edgeworths, so the implied fee agreement applies to their work as well.

16 The Court finds that the total amount owed to the Law Office of Daniel Simon for the period
17 of September 19, 2018 to November 29, 2017 is \$284,982.50.

18 19 *Costs Owed*

20 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding
21 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,
22 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-
23 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought
24 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later
25

26 ⁴ There are no billings for October 8th, October 28-29, and November 5th.

27 ⁵ There is no billing for the October 7-8, October 22, October 28-29, November 4, November 11-12, November 18-19,
November 21, and November 23-26.

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

1 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so
2 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

3 4 *Quantum Meruit*

5 When a lawyer is discharged by the client, the lawyer is no longer compensated under the
6 discharged/breached/repudiated contract, but is paid based on quantum meruit. *See e.g. Golightly v.*
7 *Gassner*, 281 P.3d 1176 (Nev. 2009) (*unreported*) (*discharged contingency attorney paid by*
8 *quantum meruit rather than by contingency fee pursuant to agreement with client*); *citing, Gordon v.*
9 *Stewart*, 324 P.3d 234 (1958) (*attorney paid in quantum meruit after client breach of agreement*);
10 and, *Cooke v. Gove*, 114 P.2d 87 (Nev. 1941) (*fees awarded in quantum meruit when there was no*
11 *contingency agreement*). Here, Simon was constructively discharged by the Edgeworths on
12 November 29, 2017. The constructive discharge terminated the implied contract for fees. William
13 Kemp Esq. testified as an expert witness and stated that if there is no contract, then the proper award
14 is quantum meruit. The Court finds that the Law Office of Daniel Simon is owed attorney's fees
15 under quantum meruit from November 29, 2017, after the constructive discharge, to the conclusion
16 of the Law Office's work on this case.

17 In determining the amount of fees to be awarded under quantum meruit, the Court has wide
18 discretion on the method of calculation of attorney fee, to be "tempered only by reason and
19 fairness". *Albios v. Horizon Communities, Inc.*, 132 P.3d 1022 (Nev. 2006). The law only requires
20 that the court calculate a reasonable fee. *Shuette v. Beazer Homes Holding Corp.*, 124 P.3d 530
21 (Nev. 2005). Whatever method of calculation is used by the Court, the amount of the attorney fee
22 must be reasonable under the *Brunzell* factors. *Id.* The Court should enter written findings of the
23 reasonableness of the fee under the *Brunzell* factors. *Argentina Consolidated Mining Co., v. Jolley,*
24 *Urga, Wirth, Woodbury Standish*, 216 P.3d 779, at fn2 (Nev. 2009). *Brunzell* provides that
25 "[w]hile hourly time schedules are helpful in establishing the value of counsel services, other factors
26 may be equally significant. *Brunzell v. Golden Gate National Bank*, 455 P.2d 31 (Nev. 1969).

27 The *Brunzell* factors are: (1) the qualities of the advocate; (2) the character of the work to be
28

1 done; (3) the work actually performed; and (4) the result obtained. Id. However, in this case the
2 Court notes that the majority of the work in this case was complete before the date of the
3 constructive discharge, and the Court is applying the Brunzell factors for the period commencing
4 after the constructive discharge.

5 In considering the Brunzell factors, the Court looks at all of the evidence presented in the
6 case, the testimony at the evidentiary hearing, and the litigation involved in the case.

7 1. Quality of the Advocate

8 Brunzell expands on the “qualities of the advocate” factor and mentions such items as
9 training, skill and education of the advocate. Mr. Simon has been an active Nevada trial attorney for
10 over two decades. He has several 7-figure trial verdicts and settlements to his credit. Craig
11 Drummond Esq. testified that he considers Mr. Simon a top 1% trial lawyer and he associates Mr.
12 Simon in on cases that are complex and of significant value. Michael Nunez Esq. testified that Mr.
13 Simon’s work on this case was extremely impressive. William Kemp Esq. testified that Mr. Simon’s
14 work product and results are exceptional.

15 2. The Character of the Work to be Done

16 The character of the work done in this case is complex. There were multiple parties,
17 multiple claims, and many interrelated issues. Affirmative claims by the Edgeworths covered the
18 gamut from product liability to negligence. The many issues involved manufacturing, engineering,
19 fraud, and a full understanding of how to work up and present the liability and damages. Mr. Kemp
20 testified that the quality and quantity of the work was exceptional for a products liability case against
21 a world-wide manufacturer that is experienced in litigating case. Mr. Kemp further testified that the
22 Law Office of Danny Simon retained multiple experts to secure the necessary opinions to prove the
23 case. The continued aggressive representation, of Mr. Simon, in prosecuting the case that was a
24 substantial factor in achieving the exceptional results.

25 3. The Work Actually Performed

26 Mr. Simon was aggressive in litigating this case. In addition to filing several motions,
27 numerous court appearances, and deposition; his office uncovered several other activations, that
28

1 caused possible other floods. While the Court finds that Mr. Edgeworth was extensively involved
2 and helpful in this aspect of the case, the Court disagrees that it was his work alone that led to the
3 other activations being uncovered and the result that was achieved in this case. Since Mr.
4 Edgeworth is not a lawyer, it is impossible that it was his work alone that led to the filing of motions
5 and the litigation that allowed this case to develop into a \$6 million settlement. All of the work by
6 the Law Office of Daniel Simon led to the ultimate result in this case.

7 4. The Result Obtained

8 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
9 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
10 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
11 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
12 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
13 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
14 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
15 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
16 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
17 were made more than whole with the settlement with the Viking entities.

18 In determining the amount of attorney's fees owed to the Law Firm of Daniel Simon, the
19 Court also considers the factors set forth in Nevada Rules of Professional Conduct – Rule 1.5(a)
20 which states:

21
22 (a) A lawyer shall not make an agreement for, charge, or collect an
23 unreasonable fee or an unreasonable amount for expenses. The factors to be
24 considered in determining the reasonableness of a fee include the following:

25 (1) The time and labor required, the novelty and difficulty of the
26 questions involved, and the skill requisite to perform the legal service
27 properly;

28 (2) The likelihood, if apparent to the client, that the acceptance of the
particular employment will preclude other employment by the lawyer;

(3) The fee customarily charged in the locality for similar legal
services;

(4) The amount involved and the results obtained;

1 (5) The time limitations imposed by the client or by the
circumstances;

2 (6) The nature and length of the professional relationship with the
client;

3 (7) The experience, reputation, and ability of the lawyer or lawyers
performing the services; and

4 (8) Whether the fee is fixed or contingent.

5 NRCP 1.5. However, the Court must also consider the remainder of Rule 1.5 which goes on to state:

6 (b) The scope of the representation and the basis or rate of the fee and
7 expenses for which the client will be responsible shall be communicated to the
8 client, preferably in writing, before or within a reasonable time after
9 commencing the representation, except when the lawyer will charge a
regularly represented client on the same basis or rate. Any changes in the
basis or rate of the fee or expenses shall also be communicated to the client.

10 (c) A fee may be contingent on the outcome of the matter for which the
11 service is rendered, except in a matter in which a contingent fee is prohibited
12 by paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

13 (1) The method by which the fee is to be determined, including the
14 percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

15 (2) Whether litigation and other expenses are to be deducted from the
16 recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

17 (3) Whether the client is liable for expenses regardless of outcome;

18 (4) That, in the event of a loss, the client may be liable for the
opposing party's attorney fees, and will be liable for the opposing party's
costs as required by law; and

19 (5) That a suit brought solely to harass or to coerce a settlement may
result in liability for malicious prosecution or abuse of process.

20 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
21 with a written statement stating the outcome of the matter and, if there is a
22 recovery, showing the remittance to the client and the method of its
determination.

23
24 NRCP 1.5.

25 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
26 the Edgeworths, the character of the work was complex, the work actually performed was extremely
27
28

1 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
2 factors justify a reasonable fee under NRPC 1.5.

3 However, the Court must also consider the fact that the evidence suggests that the basis or
4 rate of the fee and expenses for which the client will be responsible were never communicated to the
5 client, within a reasonable time after commencing the representation. Further, this is not a
6 contingent fee case, and the Court is not awarding a contingency fee.

7 Instead, the Court must determine the amount of a reasonable fee. In determining this
8 amount of a reasonable fee, the Court must consider the work that the Law Office continued to
9 provide on the Edgeworth's case, even after the constructive discharge. The record is clear that the
10 Edgeworths were ready to sign and settle the Lange claim for \$25,000 but Simon kept working on
11 the case and making changes to the settlement agreement. This resulted in the Edgeworth's
12 recovering an additional \$75,000 from Lange plumbing. Further, the Law Office of Daniel Simon
13 continued to work on the Viking settlement until it was finalized in December of 2017, and the
14 checks were issued on December 18, 2017. Mr. Simon continued to personally work with Mr.
15 Vannah to attempt to get the checks endorsed by the Edgeworths, and this lasted into the 2018 year.
16 The record is clear that the efforts exerted by the Law Office of Daniel Simon and Mr. Simon
17 himself were continuing, even after the constructive discharge. In considering the reasonable value
18 of these services, under quantum meruit, the Court is considering the previous \$550 per hour fee
19 from the implied fee agreement, the Brunzell factors, and additional work performed after the
20 constructive discharge. As such, the COURT FINDS that the Law Office of Daniel Simon is
21 entitled to a reasonable fee in the amount of \$200,000, from November 30, 2017 to the conclusion of
22 this case.

23 //

24 //

25 //

26 //

27 //

1 CONCLUSION

2 The Court finds that the Law Office of Daniel Simon properly filed and perfected the
3 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further
4 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the
5 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The
6 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.
7 Simon as their attorney, when they ceased following his advice and refused to communicate with
8 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied
9 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until
10 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,
11 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and
12 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November
13 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is
14 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being
15 constructively discharged, under quantum meruit, in an amount of \$200,000. The Court further
16 finds that the Law Office of Daniel Simon is entitled to costs in the amount of \$71,594.93.

17
18 ORDER

19 It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien
20 of the Law Office of Daniel S. Simon is hereby granted and that the reasonable fee due to the Law
21 Office of Daniel Simon is \$556,577.43, which includes outstanding costs. **Dated this 19th day of April, 2021**

22 IT IS SO ORDERED.

23
24
25 
DISTRICT COURT JUDGE

26 **DEB 12B 0D66 116F**
27 **Tierra Jones**
28 **District Court Judge**

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
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: 4/19/2021

15 Peter Christiansen	pete@christiansenlaw.com
16 Whitney Barrett	wbarrett@christiansenlaw.com
17 Kendelea Leascher Works	kworks@christiansenlaw.com
18 R. Todd Terry	tterry@christiansenlaw.com
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24 Chandi Melton	chandi@christiansenlaw.com
25 Bridget Salazar	bsalazar@vannahlaw.com

1	John Greene	jgreene@vannahlaw.com
2		
3	James Christensen	jim@jchristensenlaw.com
4	Robert Vannah	rvannah@vannahlaw.com
5	Candice Farnsworth	candice@christiansenlaw.com
6	Daniel Simon	lawyers@simonlawlv.com
7	Esther Barrios Sandoval	esther@christiansenlaw.com
8	Christine Atwood	catwood@messner.com
9	Lauren Calvert	lcalvert@messner.com
10		
11	James Alvarado	jalvarado@messner.com
12	Nicholle Pendergraft	npendergraft@messner.com
13	David Gould	dgould@messner.com
14	Jessie Church	jchurch@vannahlaw.com
15		
16		
17		
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28		

EXHIBIT 4

Alvin S. Simon
CLERK OF THE COURT

1 **ORD**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

6 EDGEWORTH FAMILY TRUST; and
7 AMERICAN GRATING, LLC,

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C
DEPT NO.: X

10 LANGE PLUMBING, LLC; THE VIKING
11 CORPORATION, a Michigan Corporation;
12 SUPPLY NETWORK, INC., dba VIKING
13 SUPPLYNET, a Michigan Corporation; and
DOES 1 through 5; and, ROE entities 6 through
10;

14 Defendants.

Consolidated with

CASE NO.: A-16-738444-C
DEPT NO.: X

15 EDGEWORTH FAMILY TRUST; and
16 AMERICAN GRATING, LLC,

17 Plaintiffs,

18 vs.

THIRD AMENDED DECISION AND
ORDER ON MOTION TO ADJUDICATE
LIEN

19 DANIEL S. SIMON; THE LAW OFFICE OF
20 DANIEL S. SIMON, a Professional Corporation
d/b/a SIMON LAW; DOES 1 through 10; and,
ROE entities 1 through 10;

21 Defendants.

22
23 **THIRD AMENDED DECISION AND ORDER ON MOTION TO**
24 **ADJUDICATE LIEN**

25 This case came on for an evidentiary hearing August 27-30, 2018 and concluded on
26 September 18, 2018, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable
27 Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon
28 d/b/a Simon Law ("Defendants" or "Law Office" or "Simon" or "Mr. Simon") having appeared in

1 person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James
2 Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
3 "Edgeworths") having appeared through Brian and Angela Edgeworth, and by and through their
4 attorneys of record, the law firm of Vannah and Vannah, Chtd. Robert Vannah, Esq. and John
5 Greene, Esq. The Court having considered the evidence, arguments of counsel and being fully
6 advised of the matters herein, the **COURT FINDS:**

7 8 **FINDINGS OF FACT**

9 1. The Court finds that the Law Office of Daniel S. Simon represented the Plaintiffs,
10 Edgeworth Family Trust and American Grating in the case entitled Edgeworth Family Trust and
11 American Grating v. Viking, et al., case number A-16-738444-C. The representation commenced on
12 May 27, 2016 when Brian Edgeworth and Daniel Simon Esq. met at Starbucks. This representation
13 originally began as a favor between friends and there was no discussion of fees, at this point. Mr.
14 Simon and his wife were close family friends with Brian and Angela Edgeworth.

15 2. The case involved a complex products liability issue.

16 3. On April 10, 2016, a house the Edgeworths were building as a speculation home
17 suffered a flood. The house was still under construction and the flood caused a delay. The
18 Edgeworths did not carry loss insurance if a flood occurred and the plumbing company and
19 manufacturer refused to pay for the property damage. A fire sprinkler installed by the plumber, and
20 within the plumber's scope of work, caused the flood; however, the plumber asserted the fire
21 sprinkler was defective and refused to repair or to pay for repairs. The manufacturer of the sprinkler,
22 Viking, et al., also denied any wrongdoing.

23 4. In May of 2016, Mr. Simon agreed to help his friend with the flood claim and to send
24 a few letters. The parties initially hoped that Simon drafting a few letters to the responsible parties
25 could resolve the matter. Simon wrote the letters to the responsible parties, but the matter did not
26 resolve. Since the matter was not resolved, a lawsuit had to be filed.

27 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and
28

1 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,
2 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately
3 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")
4 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

5 6. On August 9, 2017, Mr. Simon and Brian Edgeworth traveled to San Diego to meet
6 with an expert. As they were in the airport waiting for a return flight, they discussed the case, and
7 had some discussion about payments and financials. No express fee agreement was reached during
8 the meeting. On August 22, 2017, Brian Edgeworth sent an email to Simon entitled "Contingency."
9 It reads as follows:

10
11 We never really had a structured discussion about how this might be done.
12 I am more than happy to keep paying hourly but if we are going for punitive
13 we should probably explore a hybrid of hourly on the claim and then some
14 other structure that incents both of us to win an go after the appeal that these
15 scumbags will file etc.
16 Obviously that could not have been done earlier since who would have
17 thought this case would meet the hurdle of punitive at the start.
18 I could also swing hourly for the whole case (unless I am off what this is
19 going to cost). I would likely borrow another \$450K from Margaret in 250
20 and 200 increments and then either I could use one of the house sales for cash
21 or if things get really bad, I still have a couple million in bitcoin I could sell.
22 I doubt we will get Kinsale to settle for enough to really finance this since I
23 would have to pay the first \$750,000 or so back to Colin and Margaret and
24 why would Kinsale settle for \$1MM when their exposure is only \$1MM?

25 (Def. Exhibit 27).

26 7. During the litigation, Simon sent four (4) invoices to the Edgeworths. The first
27 invoice was sent on December 2, 2016, seven (7) months after the original meeting at Starbucks.
28 This invoice indicated that it was for attorney's fees and costs through November 11, 2016. (Def.
Exhibit 8). The total of this invoice was \$42,564.95 and was billed at a "reduced" rate of \$550 per
hour. Id. The invoice was paid by the Edgeworths on December 16, 2016.

8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and
costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per

1 hour. (Def. Exhibit 9). This invoice was paid by the Edgeworths on May 3, 2017. There was no
2 indication on the first two invoices if the services were those of Mr. Simon or his associates; but the
3 bills indicated an hourly rate of \$550.00 per hour.

4 9. A third invoice was sent to the Edgeworths on July 28, 2017 for attorney's fees and
5 costs through July 28, 2017 totaling of \$142,080.20. (Def. Exhibit 10). This bill identified services
6 of Daniel Simon Esq. for a "reduced" rate of \$550 per hour totaling \$104,021.20; and services of
7 Ashley Ferrel Esq. for a "reduced" rate of \$275 per hour totaling \$37,959.00. Id. This invoice was
8 paid by the Edgeworths on August 16, 2017.

9 10. The fourth invoice was sent to the Edgeworths on September 19, 2017 in an amount
10 of \$255,186.25 for attorney's fees and costs; with \$191,317.50 being calculated at a "reduced" rate
11 of \$550 per hour for Daniel Simon Esq., \$60,981.25 being calculated at a "reduced" rate of \$275 per
12 hour for Ashley Ferrel Esq., and \$2,887.50 being calculated at a "reduced" rate of \$275 per hour for
13 Benjamin Miller Esq. (Def. Exhibit 11). This invoice was paid by the Edgeworths on September
14 25, 2017.

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

19 12. Between June 2016 and December 2017, there was a tremendous amount of work
20 done in the litigation of this case. There were several motions and oppositions filed, several
21 depositions taken, and several hearings held in the case.

22 13. On the evening of November 15, 2017, the Edgeworth's received the first settlement
23 offer for their claims against the Viking Corporation ("Viking"). However, the claims were not
24 settled until on or about December 1, 2017.

25 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon asking for the
26

27 ¹ \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for the services of Ashley Ferrel; and
28 \$2,887.50 for the services of Benjamin Miller.

1 open invoice. The email stated: "I know I have an open invoice that you were going to give me at
2 mediation a couple weeks ago and then did not leave with me. Could someone in your office send
3 Peter (copied here) any invoices that are unpaid please?" (Def. Exhibit 38).

4 15. On November 17, 2017, Simon scheduled an appointment for the Edgeworths to
5 come to his office to discuss the litigation.

6 16. On November 27, 2017, Simon sent a letter with an attached retainer agreement,
7 stating that the fee for legal services would be \$1,500,000 for services rendered to date. (Plaintiff's
8 Exhibit 4).

9 17. On November 29, 2017, the Edgeworths met with the Law Office of Vannah &
10 Vannah and signed a retainer agreement. (Def. Exhibit 90). On this date, they ceased all
11 communications with Mr. Simon.

12 18. On the morning of November 30, 2017, Simon received a letter advising him that the
13 Edgeworths had retained the Vannah Law Firm to assist in the litigation with the Viking entities,
14 et.al. The letter read as follows:

15 "Please let this letter serve to advise you that I've retained Robert D. Vannah,
16 Esq. and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation
17 with the Viking entities, et.al. I'm instructing you to cooperate with them in
18 every regard concerning the litigation and any settlement. I'm also instructing
19 you to give them complete access to the file and allow them to review
20 whatever documents they request to review. Finally, I direct you to allow
21 them to participate without limitation in any proceeding concerning our case,
22 whether it be at depositions, court hearings, discussions, etc."

23 (Def. Exhibit 43).

24 19. On the same morning, Simon received, through the Vannah Law Firm, the
25 Edgeworth's consent to settle their claims against Lange Plumbing LLC for \$25,000.

26 20. Also on this date, the Law Office of Danny Simon filed an attorney's lien for the
27 reasonable value of its services pursuant to NRS 18.015. (Def. Exhibit 3). On January 2, 2018, the
28 Law Office filed an amended attorney's lien for the sum of \$2,345,450, less payments made in the
sum of \$367,606.25, for a net lien in the sum of \$1,977,843.80. This lien includes court costs and

1 out-of-pocket costs advanced by the Law Office of Daniel S. Simon in the sum of \$76,535.93.

2 21. Mr. Edgeworth alleges that the fee agreement with Simon was only for an hourly
3 express agreement of \$550 an hour; and that the agreement for \$550 an hour was made at the outset
4 of the case. Mr. Simon alleges that he worked on the case always believing he would receive the
5 reasonable value of his services when the case concluded. There is a dispute over the reasonable fee
6 due to the Law Office of Danny Simon.

7 22. The parties agree that an express written contract was never formed.

8 23. On December 7, 2017, the Edgeworths signed Consent to Settle their claims against
9 Lange Plumbing LLC for \$100,000.

10 24. On January 4, 2018, the Edgeworth Family Trust filed a lawsuit against Simon in
11 Edgeworth Family Trust; American Grating LLC vs. Daniel S. Simon, the Law Office of Daniel S.
12 Simon, a Professional Corporation, case number A-18-767242-C.

13 25. On January 24, 2018, the Law Office of Danny Simon filed a Motion to Adjudicate
14 Lien with an attached invoice for legal services rendered. The amount of the invoice was
15 \$692,120.00. The Court set an evidentiary hearing to adjudicate the lien.

16 26. On November 19, 2018, the Court entered a Decision and Order on Motion to
17 Adjudicate Lien.

18 27. On December 7, 2018, the Edgeworths filed a Notice of Appeal.

19 28. On February 8, 2019, the Court entered a Decision and Order Granting in Part and
20 Denying in Part, Simon's Motion for Attorney's Fees and Costs.

21 29. On February 15, 2019, the Edgeworths filed a second Notice of Appeal and Simon
22 filed a cross appeal, and Simon filed a writ petition on October 17, 2019.

23 30. On December 30, 2020, the Supreme Court issued an order affirming this Court's
24 findings in most respects.

25 31. On January 15, 2021, the Edgeworths filed a Petition for Rehearing.

26 32. On March 16, 2021, this Court issued a Second Amended Decision and Order on
27 Motion to Adjudicate Lien.

33. On March 18, 2021, the Nevada Supreme Court denied the Motion for Rehearing.

CONCLUSION OF LAW

The Law Office Appropriately Asserted A Charging Lien Which Must Be Adjudicated By The Court

An attorney may obtain payment for work on a case by use of an attorney lien. Here, the Law Office of Daniel Simon may use a charging lien to obtain payment for work on case A-16-738444-C under NRS 18.015.

NRS 18.015(1)(a) states:

1. An attorney at law shall have a lien:
 - (a) Upon any claim, demand or cause of action, including any claim for unliquidated damages, which has been placed in the attorney's hands by a client for suit or collection, or upon which a suit or other action has been instituted.

Nev. Rev. Stat. 18.015.

The Court finds that the lien filed by the Law Office of Daniel Simon, in case A-16-738444-C, complies with NRS 18.015(1)(a). The Law Office perfected the charging lien pursuant to NRS 18.015(3), by serving the Edgeworths as set forth in the statute. The Law Office charging lien was perfected before settlement funds generated from A-16-738444-C of \$6,100,000.00 were deposited, thus the charging lien attached to the settlement funds. Nev. Rev. Stat. 18.015(4)(a); Golightly & Vannah, PLLC v. TJ Allen LLC, 373 P.3d 103, at 105 (Nev. 2016). The Law Office's charging lien is enforceable in form.

The Court has personal jurisdiction over the Law Office and the Plaintiffs in A-16-738444-C. Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish, 216 P.3d 779 at 782-83 (Nev. 2009). The Court has subject matter jurisdiction over adjudication of the Law Office's charging lien. Argentina, 216 P.3d at 783. The Law Office filed a motion requesting adjudication under NRS 18.015, thus the Court must adjudicate the lien.

1 *Fee Agreement*

2 It is undisputed that no express written fee agreement was formed. The Court finds that there
3 was no express oral fee agreement formed between the parties. An express oral agreement is
4 formed when all important terms are agreed upon. *See, Loma Linda University v. Eckenweiler*, 469
5 P.2d 54 (Nev. 1970) (*no oral contract was formed, despite negotiation, when important terms were*
6 *not agreed upon and when the parties contemplated a written agreement*). The Court finds that the
7 payment terms are essential to the formation of an express oral contract to provide legal services on
8 an hourly basis.

9 Here, the testimony from the evidentiary hearing does not indicate, with any degree of
10 certainty, that there was an express oral fee agreement formed on or about June of 2016. Despite
11 Brian Edgeworth's affidavits and testimony; the emails between himself and Danny Simon,
12 regarding punitive damages and a possible contingency fee, indicate that no express oral fee
13 agreement was formed at the meeting on June 10, 2016. Specifically in Brian Edgeworth's August
14 22, 2017 email, titled "Contingency," he writes:

15
16 "We never really had a structured discussion about how this might be done. I
17 am more than happy to keep paying hourly but if we are going for punitive we
18 should probably explore a hybrid of hourly on the claim and then some other
19 structure that incents both of us to win an go after the appeal that these
20 scumbags will file etc. Obviously that could not have been done earlier since
21 who would have thought this case would meet the hurdle of punitive at the
22 start. I could also swing hourly for the whole case (unless I am off what this
23 is going to cost). I would likely borrow another \$450K from Margaret in 250
24 and 200 increments and then either I could use one of the house sales for cash
25 or if things get really bad, I still have a couple million in bitcoin I could sell. I
26 doubt we will get Kinsale to settle for enough to really finance this since I
27 would have to pay the first \$750,000 or so back to Colin and Margaret and
28 why would Kinsale settle for \$1MM when their exposure is only \$1MM?"

(Def. Exhibit 27).

26 It is undisputed that when the flood issue arose, all parties were under the impression that Simon
27 would be helping out the Edgeworths, as a favor.

1 The Court finds that an implied fee agreement was formed between the parties on December
2 2, 2016, when Simon sent the first invoice to the Edgeworths, billing his services at \$550 per hour,
3 and the Edgeworths paid the invoice. On July 28, 2017 an addition to the implied contract was
4 created with a fee of \$275 per hour for Simon's associates. Simon testified that he never told the
5 Edgeworths not to pay the bills, though he testified that from the outset he only wanted to "trigger
6 coverage". When Simon repeatedly billed the Edgeworths at \$550 per hour for his services, and
7 \$275 an hour for the services of his associates; and the Edgeworths paid those invoices, an implied
8 fee agreement was formed between the parties. The implied fee agreement was for \$550 per hour
9 for the services of Daniel Simon Esq. and \$275 per hour for the services of his associates.

10 11 *Constructive Discharge*

12 Constructive discharge of an attorney may occur under several circumstances, such as:

- 13 • Refusal to communicate with an attorney creates constructive discharge. Rosenberg v.
14 Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).
- 15 • Refusal to pay an attorney creates constructive discharge. *See e.g.*, Christian v. All Persons
16 Claiming Any Right, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).
- 17 • Suing an attorney creates constructive discharge. *See* Tao v. Probate Court for the Northeast
18 Dist. #26, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). *See also* Maples v.
19 Thomas, 565 U.S. 266 (2012); Harris v. State, 2017 Nev. LEXIS 111; and Guerrero v. State,
20 2017 Nev. Unpubl. LEXIS 472.
- 21 • Taking actions that preventing effective representation creates constructive discharge.
22 McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

23 Here, the Court finds that the Edgeworths constructively discharged Simon as their lawyer on
24 November 29, 2017. The Edgeworths assert that because Simon has not been expressly terminated,
25 has not withdrawn, and is still technically their attorney of record; there cannot be a termination.
26 The Court disagrees.

27 On November 29, 2017, the Edgeworths met with the Law Firm of Vannah and Vannah and
28 signed a retainer agreement. The retainer agreement was for representation on the Viking settlement
agreement and the Lange claims. (Def. Exhibit 90). This is the exact litigation that Simon was

1 representing the Edgeworths on. This fee agreement also allowed Vannah and Vannah to do all
2 things without a compromise. Id. The retainer agreement specifically states:

3
4 Client retains Attorneys to represent him as his Attorneys regarding
5 Edgeworth Family Trust and AMERICAN GRATING V. ALL VIKING
6 ENTITIES and all damages including, but not limited to, all claims in this
7 matter and empowers them to do all things to effect a compromise in said
8 matter, or to institute such legal action as may be advisable in their judgment,
9 and agrees to pay them for their services, on the following conditions:

- 10 a) ...
11 b) ...
12 c) Client agrees that his attorneys will work to consummate a settlement of
13 \$6,000,000 from the Viking entities and any settlement amount agreed to be
14 paid by the Lange entity. Client also agrees that attorneys will work to reach
15 an agreement amongst the parties to resolve all claims in the Lange and
16 Viking litigation.

17 Id.

18 This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr.
19 Simon had already begun negotiating the terms of the settlement agreement with Viking during the
20 week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put
21 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.
22 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly
23 identified as the firm that solely advised the clients about the settlement. The actual language in the
24 settlement agreement, for the Viking claims, states:

25 PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq.
26 and John Greene, Esq., of the law firm Vannah & Vannah has explained the
27 effect of this AGREEMENT and their release of any and all claims, known or
28 unknown and, based upon that explanation and their independent judgment by
the reading of this Agreement, PLAINTIFFS understand and acknowledge the
legal significance and the consequences of the claims being released by this
Agreement. PLAINTIFFS further represent that they understand and
acknowledge the legal significance and consequences of a release of unknown
claims against the SETTLING PARTIES set forth in, or arising from, the
INCIDENT and hereby assume full responsibility for any injuries, damages,
losses or liabilities that hereafter may occur with respect to the matters
released by this Agreement.

1 Id.

2 Also, Simon was not present for the signing of these settlement documents and never explained any
3 of the terms to the Edgeworths. He sent the settlement documents to the Law Office of Vannah and
4 Vannah and received them back with the signatures of the Edgeworths.

5 Further, the Edgeworths did not personally speak with Simon after November 25, 2017.
6 Though there were email communications between the Edgeworths and Simon, they did not verbally
7 speak to him and were not seeking legal advice from him. In an email dated December 5, 2017,
8 Simon is requesting Brian Edgeworth return a call to him about the case, and Brian Edgeworth
9 responds to the email saying, "please give John Greene at Vannah and Vannah a call if you need
10 anything done on the case. I am sure they can handle it." (Def. Exhibit 80). At this time, the claim
11 against Lange Plumbing had not been settled. The evidence indicates that Simon was actively
12 working on this claim, but he had no communication with the Edgeworths and was not advising
13 them on the claim against Lange Plumbing. Specifically, Brian Edgeworth testified that Robert
14 Vannah Esq. told them what Simon said about the Lange claims and it was established that the Law
15 Firm of Vannah and Vannah provided advice to the Edgeworths regarding the Lange claim. Simon
16 and the Law Firm of Vannah and Vannah gave different advice on the Lange claim, and the
17 Edgeworths followed the advice of the Law Firm of Vannah and Vannah to settle the Lange claim.
18 The Law Firm of Vannah and Vannah drafted the consent to settle for the claims against Lange
19 Plumbing (Def. Exhibit 47). This consent to settle was inconsistent with the advice of Simon. Mr.
20 Simon never signed off on any of the releases for the Lange settlement.

21 Further demonstrating a constructive discharge of Simon is the email from Robert Vannah
22 Esq. to James Christensen Esq. dated December 26, 2017, which states: "They have lost all faith and
23 trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account.
24 Quite frankly, they are fearful that he will steal the money." (Def. Exhibit 48). Then on January 4,
25 2018, the Edgeworth's filed a lawsuit against Simon in Edgeworth Family Trust; American Grating,
26 LLC vs. Daniel S. Simon; the Law Office of Daniel S. Simon, a Professional Corporation d/b/a
27 Simon Law, case number A-18-767242-C. Then, on January 9, 2018, Robert Vannah Esq. sent an
28

1 email to James Christensen Esq. stating, "I guess he could move to withdraw. However, that
2 doesn't seem in his best interests." (Def. Exhibit 53).

3 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-
4 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the
5 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018
6 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that
7 was attached to the letter), and that Simon continued to work on the case after the November 29,
8 2017 date. The court further recognizes that it is always a client's decision of whether or not to
9 accept a settlement offer. However the issue is constructive discharge and nothing about the fact
10 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively
11 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys
12 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating
13 with him, making it impossible to advise them on pending legal issues, such as the settlements with
14 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing
15
16 Simon from effectively representing the clients. The Court finds that Danny Simon was
17 constructively discharged by the Edgeworths on November 29, 2017.

18
19 **Adjudication of the Lien and Determination of the Law Office Fee**

20 NRS 18.015 states:

21 1. An attorney at law shall have a lien:

22 (a) Upon any claim, demand or cause of action, including any claim for
23 unliquidated damages, which has been placed in the attorney's hands by a
24 client for suit or collection, or upon which a suit or other action has been
25 instituted.

26 (b) In any civil action, upon any file or other property properly left in the
27 possession of the attorney by a client.

28 2. A lien pursuant to subsection 1 is for the amount of any fee which has
been agreed upon by the attorney and client. In the absence of an agreement,
the lien is for a reasonable fee for the services which the attorney has rendered
for the client.

1 3. An attorney perfects a lien described in subsection 1 by serving notice
2 in writing, in person or by certified mail, return receipt requested, upon his or
3 her client and, if applicable, upon the party against whom the client has a
4 cause of action, claiming the lien and stating the amount of the lien.

5 4. A lien pursuant to:

6 (a) Paragraph (a) of subsection 1 attaches to any verdict, judgment or
7 decree entered and to any money or property which is recovered on account of
8 the suit or other action; and

9 (b) Paragraph (b) of subsection 1 attaches to any file or other property
10 properly left in the possession of the attorney by his or her client, including,
11 without limitation, copies of the attorney's file if the original documents
12 received from the client have been returned to the client, and authorizes the
13 attorney to retain any such file or property until such time as an adjudication
14 is made pursuant to subsection 6, from the time of service of the notices
15 required by this section.

16 5. A lien pursuant to paragraph (b) of subsection 1 must not be
17 construed as inconsistent with the attorney's professional responsibilities to
18 the client.

19 6. On motion filed by an attorney having a lien under this section, the
20 attorney's client or any party who has been served with notice of the lien, the
21 court shall, after 5 days' notice to all interested parties, adjudicate the rights of
22 the attorney, client or other parties and enforce the lien.

23 7. Collection of attorney's fees by a lien under this section may be
24 utilized with, after or independently of any other method of collection.

25 Nev. Rev. Stat. 18.015.

26 NRS 18.015(2) matches Nevada contract law. If there is an express contract, then the contract terms
27 are applied. Here, there was no express contract for the fee amount, however there was an implied
28 contract when Simon began to bill the Edgeworths for fees in the amount of \$550 per hour for his
services, and \$275 per hour for the services of his associates. This contract was in effect until
November 29, 2017, when he was constructively discharged from representing the Edgeworths.
After he was constructively discharged, under NRS 18.015(2) and Nevada contract law, Simon is
due a reasonable fee- that is, quantum meruit.

Implied Contract

On December 2, 2016, an implied contract for fees was created. The implied fee was \$550
an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was

1 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was
2 created when invoices were sent to the Edgeworths, and they paid the invoices.

3 The invoices that were sent to the Edgeworths indicate that they were for costs and attorney's
4 fees, and these invoices were paid by the Edgeworths. Though the invoice says that the fees were
5 reduced, there is no evidence that establishes that there was any discussion with the Edgeworths as
6 to how much of a reduction was being taken, and that the invoices did not need to be paid. There is
7 no indication that the Edgeworths knew about the amount of the reduction and acknowledged that
8 the full amount would be due at a later date. Simon testified that Brian Edgeworth chose to pay the
9 bills to give credibility to his actual damages, above his property damage loss. However, as the
10 lawyer/counselor, Simon did not prevent Brian Edgeworth from paying the bill or in any way refund
11 the money, or memorialize this or any understanding in writing.

12 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCP
13 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
14 paid in full and there was never any indication given that anything less than all the fees had been
15 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
16 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
17 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
18 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
19 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
20 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
21 Office retained the payments, indicating an implied contract was formed between the parties. The
22 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
23 date they were constructively discharged, November 29, 2017.

24
25 *Amount of Fees Owed Under Implied Contract*

26 The Edgeworths were billed, and paid for services through September 19, 2017. There is
27 some testimony that an invoice was requested for services after that date, but there is no evidence
28

1 that any invoice was paid by the Edgeworths. Since the Court has found that an implied contract for
2 fees was formed, the Court must now determine what amount of fees and costs are owed from
3 September 19, 2017 to the constructive discharge date of November 29, 2017. In doing so, the
4 Court must consider the testimony from the witnesses at the evidentiary hearing, the submitted
5 billings, the attached lien, and all other evidence provided regarding the services provided during
6 this time.

7 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing
8 that was prepared with the lien "super bill," are not necessarily accurate as the Law Office went back
9 and attempted to create a bill for work that had been done over a year before. She testified that they
10 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every
11 email that was read and responded to. She testified that the dates were not exact, they just used the
12 dates for which the documents were filed, and not necessarily the dates in which the work was
13 performed. Further, there are billed items included in the "super bill" that was not previously billed
14 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice
15 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
16 indicated that there were no phone calls included in the billings that were submitted to the
17 Edgeworths.

18 This attempt to recreate billing and supplement/increase previously billed work makes it
19 unclear to the Court as to the accuracy of this "recreated" billing, since so much time had elapsed
20 between the actual work and the billing. The court reviewed the billings of the "super bill" in
21 comparison to the previous bills and determined that it was necessary to discount the items that had
22 not been previously billed for; such as text messages, reviews with the court reporter, and reviewing,
23 downloading, and saving documents because the Court is uncertain of the accuracy of the "super
24 bill."

25 Simon argues that he has no billing software in his office and that he has never billed a client
26 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,
27 in this case, were billed hourly because the Lange contract had a provision for attorney's fees;
28

1 however, as the Court previously found, when the Edgeworths paid the invoices it was not made
2 clear to them that the billings were only for the Lange contract and that they did not need to be paid.
3 Also, there was no indication on the invoices that the work was only for the Lange claims, and not
4 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without
5 emails or calls, understanding that those items may be billed separately; but again the evidence does
6 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.
7 This argument does not persuade the court of the accuracy of the "super bill".

8 The amount of attorney's fees and costs for the period beginning in June of 2016 to
9 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
10 which appears to indicate that it began with the initial meeting with the client, leading the court to
11 determine that this is the beginning of the relationship. This invoice also states it is for attorney's
12 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
13 amount has already been paid by the Edgeworths on December 16, 2016.²

14 The amount of the attorney's fees and costs for the period beginning on December 5, 2016 to
15 April 4, 2017 is \$46,620.69. This amount is based upon the invoice from April 7, 2017. This
16 amount has already been paid by the Edgeworths on May 3, 2017.

17 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the
18 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for
19 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
20 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
21 been paid by the Edgeworths on August 16, 2017.³

22 The amount of attorney's fees for the period of July 31, 2017 to September 19, 2017, for the
23 services of Daniel Simon Esq. is \$119,762.50. The amount of attorney's fees for this period for
24 Ashley Ferrel Esq. is \$60,981.25. The amount of attorney's fees for this period for Benjamin Miller
25

26
27 ²There are no billing amounts from December 2 to December 4, 2016.

28 ³ There are no billings from July 28 to July 30, 2017.

1 Esq. is \$2,887.50. The amount of costs outstanding for this period is \$71,555.00. This amount
2 totals \$255,186.25 and is based upon the invoice from September 19, 2017. This amount has been
3 paid by the Edgeworths on September 25, 2017.

4 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
5 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
6 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
7 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
8 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
9 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
10 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
11 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
12 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

13 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.
14 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
15 by the Edgeworths, so the implied fee agreement applies to their work as well.

16 The Court finds that the total amount owed to the Law Office of Daniel Simon for the period
17 of September 19, 2018 to November 29, 2017 is \$284,982.50.

18 19 *Costs Owed*

20 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding
21 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,
22 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-
23 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought
24 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later
25

26 ⁴ There are no billings for October 8th, October 28-29, and November 5th.

27 ⁵ There is no billing for the October 7-8, October 22, October 28-29, November 4, November 11-12, November 18-19,
November 21, and November 23-26.

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

1 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so
2 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

3 4 *Quantum Meruit*

5 When a lawyer is discharged by the client, the lawyer is no longer compensated under the
6 discharged/breached/repudiated contract, but is paid based on quantum meruit. *See e.g. Golightly v.*
7 *Gassner*, 281 P.3d 1176 (Nev. 2009) (*unreported*) (*discharged contingency attorney paid by*
8 *quantum meruit rather than by contingency fee pursuant to agreement with client*); *citing, Gordon v.*
9 *Stewart*, 324 P.3d 234 (1958) (*attorney paid in quantum meruit after client breach of agreement*);
10 and, *Cooke v. Gove*, 114 P.2d 87 (Nev. 1941) (*fees awarded in quantum meruit when there was no*
11 *contingency agreement*). Here, Simon was constructively discharged by the Edgeworths on
12 November 29, 2017. The constructive discharge terminated the implied contract for fees. William
13 Kemp Esq. testified as an expert witness and stated that if there is no contract, then the proper award
14 is quantum meruit. The Court finds that the Law Office of Daniel Simon is owed attorney's fees
15 under quantum meruit from November 29, 2017, after the constructive discharge, to the conclusion
16 of the Law Office's work on this case.

17 In determining the amount of fees to be awarded under quantum meruit, the Court has wide
18 discretion on the method of calculation of attorney fee, to be "tempered only by reason and
19 fairness". *Albios v. Horizon Communities, Inc.*, 132 P.3d 1022 (Nev. 2006). The law only requires
20 that the court calculate a reasonable fee. *Shuette v. Beazer Homes Holding Corp.*, 124 P.3d 530
21 (Nev. 2005). Whatever method of calculation is used by the Court, the amount of the attorney fee
22 must be reasonable under the *Brunzell* factors. *Id.* The Court should enter written findings of the
23 reasonableness of the fee under the *Brunzell* factors. *Argentina Consolidated Mining Co., v. Jolley,*
24 *Urga, Wirth, Woodbury Standish*, 216 P.3d 779, at fn2 (Nev. 2009). *Brunzell* provides that
25 "[w]hile hourly time schedules are helpful in establishing the value of counsel services, other factors
26 may be equally significant. *Brunzell v. Golden Gate National Bank*, 455 P.2d 31 (Nev. 1969).

27 The *Brunzell* factors are: (1) the qualities of the advocate; (2) the character of the work to be
28

1 done; (3) the work actually performed; and (4) the result obtained. Id. However, in this case the
2 Court notes that the majority of the work in this case was complete before the date of the
3 constructive discharge, and the Court is applying the Brunzell factors for the period commencing
4 after the constructive discharge.

5 In considering the Brunzell factors, the Court looks at all of the evidence presented in the
6 case, the testimony at the evidentiary hearing, and the litigation involved in the case.

7 1 Quality of the Advocate

8 Brunzell expands on the “qualities of the advocate” factor and mentions such items as
9 training, skill and education of the advocate. Mr. Simon has been an active Nevada trial attorney for
10 over two decades. He has several 7-figure trial verdicts and settlements to his credit. Craig
11 Drummond Esq. testified that he considers Mr. Simon a top 1% trial lawyer and he associates Mr.
12 Simon in on cases that are complex and of significant value. Michael Nunez Esq. testified that Mr.
13 Simon’s work on this case was extremely impressive. William Kemp Esq. testified that Mr. Simon’s
14 work product and results are exceptional.

15 2 The Character of the Work to be Done

16 The character of the work done in this case is complex. There were multiple parties,
17 multiple claims, and many interrelated issues. Affirmative claims by the Edgeworths covered the
18 gamut from product liability to negligence. The many issues involved manufacturing, engineering,
19 fraud, and a full understanding of how to work up and present the liability and damages. Mr. Kemp
20 testified that the quality and quantity of the work was exceptional for a products liability case against
21 a world-wide manufacturer that is experienced in litigating case. Mr. Kemp further testified that the
22 Law Office of Danny Simon retained multiple experts to secure the necessary opinions to prove the
23 case. The continued aggressive representation, of Mr. Simon, in prosecuting the case that was a
24 substantial factor in achieving the exceptional results.

25 3 The Work Actually Performed

26 Mr. Simon was aggressive in litigating this case. In addition to filing several motions,
27 numerous court appearances, and deposition; his office uncovered several other activations, that
28

1 caused possible other floods. While the Court finds that Mr. Edgeworth was extensively involved
2 and helpful in this aspect of the case, the Court disagrees that it was his work alone that led to the
3 other activations being uncovered and the result that was achieved in this case. Since Mr.
4 Edgeworth is not a lawyer, it is impossible that it was his work alone that led to the filing of motions
5 and the litigation that allowed this case to develop into a \$6 million settlement. All of the work by
6 the Law Office of Daniel Simon led to the ultimate result in this case.

7 4 The Result Obtained

8 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
9 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
10 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
11 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
12 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
13 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
14 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
15 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
16 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
17 were made more than whole with the settlement with the Viking entities.

18 In determining the amount of attorney's fees owed to the Law Firm of Daniel Simon, the
19 Court also considers the factors set forth in Nevada Rules of Professional Conduct – Rule 1.5(a)
20 which states:

21
22 (a) A lawyer shall not make an agreement for, charge, or collect an
23 unreasonable fee or an unreasonable amount for expenses. The factors to be
24 considered in determining the reasonableness of a fee include the following:

25 (1) The time and labor required, the novelty and difficulty of the
26 questions involved, and the skill requisite to perform the legal service
27 properly;

28 (2) The likelihood, if apparent to the client, that the acceptance of the
particular employment will preclude other employment by the lawyer;

(3) The fee customarily charged in the locality for similar legal
services;

(4) The amount involved and the results obtained;

1 (5) The time limitations imposed by the client or by the
circumstances;

2 (6) The nature and length of the professional relationship with the
client;

3 (7) The experience, reputation, and ability of the lawyer or lawyers
performing the services; and

4 (8) Whether the fee is fixed or contingent.

5 NRCP 1.5. However, the Court must also consider the remainder of Rule 1.5 which goes on to state:

6 (b) The scope of the representation and the basis or rate of the fee and
7 expenses for which the client will be responsible shall be communicated to the
8 client, preferably in writing, before or within a reasonable time after
9 commencing the representation, except when the lawyer will charge a
regularly represented client on the same basis or rate. Any changes in the
basis or rate of the fee or expenses shall also be communicated to the client.

10 (c) A fee may be contingent on the outcome of the matter for which the
11 service is rendered, except in a matter in which a contingent fee is prohibited
12 by paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

13 (1) The method by which the fee is to be determined, including the
14 percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

15 (2) Whether litigation and other expenses are to be deducted from the
16 recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

17 (3) Whether the client is liable for expenses regardless of outcome;

18 (4) That, in the event of a loss, the client may be liable for the
opposing party's attorney fees, and will be liable for the opposing party's
costs as required by law; and

19 (5) That a suit brought solely to harass or to coerce a settlement may
result in liability for malicious prosecution or abuse of process.

20 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
21 with a written statement stating the outcome of the matter and, if there is a
22 recovery, showing the remittance to the client and the method of its
determination.

23
24 NRCP 1.5.

25 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
26 the Edgeworths, the character of the work was complex, the work actually performed was extremely

1 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
2 factors justify a reasonable fee under NRPC 1.5.

3 However, the Court must also consider the fact that the evidence suggests that the basis or
4 rate of the fee and expenses for which the client will be responsible were never communicated to the
5 client, within a reasonable time after commencing the representation. Further, this is not a
6 contingent fee case, and the Court is not awarding a contingency fee.

7 Instead, the Court must determine the amount of a reasonable fee. In determining this
8 amount of a reasonable fee, the Court must consider the work that the Law Office continued to
9 provide on the Edgeworth's case, even after the constructive discharge. The record is clear that the
10 Edgeworths were ready to sign and settle the Lange claim for \$25,000 but Simon kept working on
11 the case and making changes to the settlement agreement. This resulted in the Edgeworth's
12 recovering an additional \$75,000 from Lange plumbing. Further, the Law Office of Daniel Simon
13 continued to work on the Viking settlement until it was finalized in December of 2017, and the
14 checks were issued on December 18, 2017. Mr. Simon continued to personally work with Mr.
15 Vannah to attempt to get the checks endorsed by the Edgeworths, and this lasted into the 2018 year.
16 The record is clear that the efforts exerted by the Law Office of Daniel Simon and Mr. Simon
17 himself were continuing, even after the constructive discharge. In considering the reasonable value
18 of these services, under quantum meruit, the Court is considering the previous \$550 per hour fee
19 from the implied fee agreement, the Brunzell factors, and additional work performed after the
20 constructive discharge. As such, the COURT FINDS that the Law Office of Daniel Simon is
21 entitled to a reasonable fee in the amount of \$200,000, from November 30, 2017 to the conclusion of
22 this case.

23 //

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26 //

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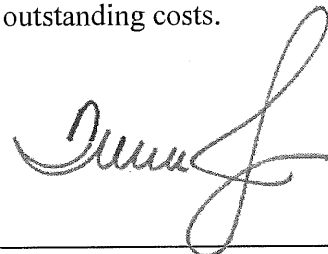
1 CONCLUSION

2 The Court finds that the Law Office of Daniel Simon properly filed and perfected the
3 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further
4 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the
5 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The
6 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.
7 Simon as their attorney, when they ceased following his advice and refused to communicate with
8 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied
9 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until
10 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,
11 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and
12 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November
13 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is
14 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being
15 constructively discharged, under quantum meruit, in an amount of \$200,000. The Court further
16 finds that the Law Office of Daniel Simon is entitled to costs in the amount of \$71,594.93.

17
18 ORDER

19 It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien
20 of the Law Office of Daniel S. Simon is hereby granted and that the reasonable fee due to the Law
21 Office of Daniel Simon is \$556,577.43, which includes outstanding costs.
Dated this 28th day of April, 2021

22 IT IS SO ORDERED.

23
24
25 

26 DISTRICT COURT JUDGE

27 1F8 440 36C0 D8EC
28 Tierra Jones
District Court Judge

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-16-738444-C

8 vs.

DEPT. NO. Department 10

9 Lange Plumbing, L.L.C.,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12 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:

15 Service Date: 4/28/2021

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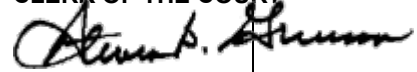
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12	David Gould	dgould@messner.com
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14
15 If indicated below, a copy of the above mentioned filings were also served by mail
16 via United States Postal Service, postage prepaid, to the parties listed below at their last
17 known addresses on 4/29/2021

17	Theodore Parker	2460 Professional CT STE 200
18		Las Vegas, NV, 89128
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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 PLAINTIFFS'
RENEWED MOTION FOR
RECONSIDERATION OF THIRD-
AMENDED DECISION AND ORDER ON
MOTION TO ADJUDICATE LIEN AND
DENYING SIMON'S COUNTERMOTION
TO ADJUDICATE LIEN ON REMAND**

1 **NOTICE OF ENTRY OF DECISION AND ORDER DENYING PLAINTIFFS'**
2 **RENEWED MOTION FOR RECONSIDERATION OF THIRD- AMENDED DECISION**
3 **AND ORDER ON MOTION TO ADJUDICATE LIEN AND DENYING SIMON'S**
4 **COUNTERMOTION TO ADJUDICATE LIEN ON REMAND**

5 PLEASE TAKE NOTICE, a Decision and Order Denying Plaintiffs' Renewed Motion
6 for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and
7 Denying Simon's Countermotion to Adjudicate Lien on Remand was entered on the 17th day of
8 June, 2021. A true and correct copy of the file-stamped Decision and Order is attached hereto.

9 DATED this 18th day of June, 2021.

10 **JAMES R. CHRISTENSEN PC**

11 /s/ James R. Christensen

12 James R. Christensen Esq.

13 Nevada Bar No. 3861

14 601 S. 6th Street

15 Las Vegas NV 89101

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17 -and-

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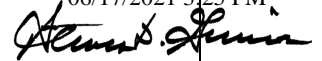
24 Attorneys for SIMON

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of CHRISTIANSEN TRIAL LAWYERS, and that on this 18th day of June, 2021 I caused the foregoing document entitled ***NOTICE OF ENTRY OF DECISION AND ORDER DENYING PLAINTIFFS' RENEWED MOTION FOR RECONSIDERATION OF THIRD- AMENDED DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN AND DENYING SIMON'S COUNTERMOTION TO ADJUDICATE LIEN ON REMAND*** to be served upon those persons designated by the parties in the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court eFiling System in accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules.



An employee of Christiansen Law Offices



CLERK OF THE COURT

ORDR

James R. Christensen Esq.
Nevada Bar No. 3861

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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
PLAINTIFFS' RENEWED MOTION FOR
RECONSIDERATION OF THIRD-
AMENDED DECISION AND ORDER ON
MOTION TO ADJUDICATE LIEN AND
DENYING SIMON'S COUNTERMOTION
TO ADJUDICATE LIEN ON REMAND**

1 **DECISION AND ORDER DENYING PLAINTIFFS' RENEWED MOTION FOR**
2 **RECONSIDERATION OF THIRD- AMENDED DECISION AND ORDER ON MOTION**
3 **TO ADJUDICATE LIEN AND DENYING SIMON'S COUNTERMOTION TO**
4 **ADJUDICATE LIEN ON REMAND**

5 This matter came on for hearing on May 27, 2021, in the Eighth Judicial
6 District Court, Clark County, Nevada, the Honorable Tierra Jones presiding.
7 Defendants, Daniel Simon and Law Office of Daniel S. Simon d/b/a Simon Law
8 (jointly the "Defendants" or "Simon") having appeared by and through their
9 attorneys of record, James Christensen, Esq. and Peter Christiansen, Esq.; and,
10 Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
11 "Edgeworths") having appeared through by and through their attorneys of record,
12 the law firm of Morris Law Group, Steve Morris, Esq. and Rosa Solis-Rainey, Esq.
13 The Court having considered the evidence, arguments of counsel and being fully
14 advised of the matters herein, the **COURT FINDS** after review:

15 The Edgeworths' Renewed Motion for Reconsideration of Third Amended
16 Decision and Order on Motion to Adjudicate Lien is DENIED.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

1 Simon's Countermotion to Adjudicate the Lien on Remand is DENIED.

2 Dated this 17th day of June, 2021

3 IT IS SO ORDERED.

4 
5 _____
6 DISTRICT COURT JUDGE

7 478 B49 725D 8E26
8 Tierra Jones
9 District Court Judge

Submitted By:

Approved as to Form and Content:

10 JAMES R. CHRISTENSEN PC

MORRIS LAW GROUP

11 /s/ James R. Christensen
12 James R. Christensen Esq.
13 Nevada Bar No. 3861
601 S. 6th Street
Las Vegas NV 89101
Attorney for SIMON

Declined
Steve Morris Esq.
Nevada Bar No. 1543
801 S. Rancho Drive, Ste. B4
Las Vegas NV 89106
Attorney for EDGEWORTHS

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-16-738444-C

8 vs.

DEPT. NO. Department 10

9 Lange Plumbing, L.L.C.,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 6/17/2021

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15	James Christensen	jim@jchristensenlaw.com
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