

IN THE SUPREME COURT OF THE STATE OF NEVADA

LAW OFFICE OF DANIEL S. SIMON;
DOES 1 through 10; and, ROE
entities 1 through 10;

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA IN AND FOR THE COUNTY
OF CLARK; THE HONORABLE
TIERRA JONES

Respondents,

and

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Real Parties in Interest.

**SUPREME COURT
CASE NO.**

DISTRICT COURT CASE

NO.: A-16-738444-C

Consolidated with:

DISTRICT COURT CASE

NO.: A-18-767242-C

Electronically Filed
Mar 11 2022 03:50 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

PETITIONER'S APPENDIX TO PETITION FOR WRIT OF MANDAMUS

VOLUME I OF X

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ESQ. Nevada Bar No. 003861
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Attorney for Petitioner

Document	Page No.
Volume I:	
Email chain between Brian Edgeworth to Daniel Simon regarding initial discussions about case, dated May 27, 2016 (Exhibit 23 admitted in Evidentiary Hearing)	WA00001- WA00002
Invoice, dated December 12, 2016 (Exhibit 8 admitted in Evidentiary Hearing)	WA00003- WA00006
Invoice, dated April 7, 2017 (Exhibit 9 admitted in Evidentiary Hearing)	WA00007- WA00012
Invoice, dated July 28, 2017 (Exhibit 10 admitted in Evidentiary Hearing)	WA00013- WA00023
Invoice, dated September 19, 2017 (Exhibit 11 admitted in Evidentiary Hearing)	WA00024- WA00033
Vannah & Vannah Fee Agreement, dated November 29, 2017 (Exhibit 90 admitted in Evidentiary Hearing)	WA00034
Notice of Attorney Lien, dated November 30, 2017 (Exhibit 3 admitted in Evidentiary Hearing)	WA00035- WA00043
Notice of Amended Attorney Lien, dated January 2, 2018 (Exhibit 4 admitted in Evidentiary Hearing)	WA00044- WA00050
Complaint, filed January 4, 2018 (Exhibit 19 admitted in Evidentiary Hearing)	WA00051- WA00060
Letter from Robert Vannah to Sarah Guindy regarding account, dated January 4, 2018 (Exhibit 51 admitted in Evidentiary Hearing)	WA00061

Check to Client in amount of \$3,950,561.27, dated January 18, 2018 (Exhibit 54 admitted in Evidentiary Hearing)....	WA00062
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Declaration and Expert Report of David A. Clark, dated January 18, 2018 (Exhibit 2 admitted in Evidentiary Hearing)	WA00063- WA00073
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Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC with Exhibits, dated January 24, 2018	WA00074- WA00250
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Volume II:

Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC with Exhibits, dated January 24, 2018	WA000251- WA00482
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Declaration of Will Kemp, Esq., dated January 31, 2018 (Exhibit 1 admitted in Evidentiary Hearing)	WA00483- WA00490
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Affidavit of Brian Edgeworth, dated February 2, 2018 (Exhibit 16 admitted in Evidentiary Hearing)	WA00491- WA00496
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Opposition to Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, dated February 2, 2018	WA00497- WA00500
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Volume III:

Opposition to Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, dated February 2, 2018	WA00501- WA00530
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Reply to Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, dated February 5, 2018	WA00531- WA00577
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Hearing Transcript for Motion to Consolidate and Adjudicate Lien, dated February 6, 2018	WA00578- WA00623
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Affidavit of Brian Edgeworth, dated February 12, 2018 (Exhibit 17 admitted in Evidentiary Hearing)	WA00624- WA00632
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Supplement to Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, dated February 16, 2018	WA00633- WA00643
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Hearing Transcript for Motion to Consolidate, Adjudicate Lien, and Dismiss, dated February 20, 2018	WA00644- WA00666
Affidavit of Brian Edgeworth, dated March 15, 2018 (Exhibit 18 admitted in Evidentiary Hearing)	WA00667- WA00676
Amended Complaint, filed March 15, 2018 (Exhibit 20 admitted in Evidentiary Hearing)	WA00677- WA00688
Hearing Transcript for Motion to Consolidate, Adjudicate Lien, and Dismiss, dated April 3, 2018	WA00689- WA00719
Evidentiary Hearing Transcript, dated August 27, 2018	WA00720- WA00750

Volume IV:

Evidentiary Hearing Transcript, dated August 27, 2018	WA00751- WA00924
Evidentiary Hearing Transcript, dated August 28, 2018	WA00925- WA01000

Volume V:

Evidentiary Hearing Transcript, dated August 28, 2018	WA01001- WA01097
Evidentiary Hearing Transcript, dated August 29, 2018	WA01098- WA01250

Volume VI:

Evidentiary Hearing Transcript, dated August 29, 2018	WA01251- WA01324
Picture of the boxes of Emails at Evidentiary Hearing, dated August 29, 2018	WA01325

Picture of the boxes of Discovery at Evidentiary Hearing, dated August 29, 2018	WA01326
Evidentiary Hearing Transcript, dated August 30, 2018	WA01327- WA01500
Volume VII:	
Evidentiary Hearing Transcript, dated August 30, 2018	WA01501- WA01568
Evidentiary Hearing Transcript, dated September 18, 2018	WA01569- WA01750
Volume VIII:	
Evidentiary Hearing Transcript, dated September 18, 2018	WA01751- WA01754
Simon Law Closing Arguments, dated September 24, 2018	WA01755- WA01815
Vannah & Vannah's Closing Arguments, dated September 24, 2018	WA01816- WA01837
Decision and Order on Motion to Adjudicate Lien, dated October 11, 2018	WA01838- WA01863
Motion to Amend Findings Under NRCP 52; and/or for Reconsideration, dated October 29, 2018	WA01864- WA01935
Opposition to Motion to Amend Findings Under NRCP 52; and/ or for Reconsideration, dated November 8, 2018..	WA01936- WA01952
Reply to Motion to Amend Findings Under NRCP 52; and/ or for Reconsideration, dated November 14, 2018	WA01953- WA01966
Hearing Transcript for Motion to Amend Findings pursuant to NRCP 52, dated November 15, 2018	WA01967- WA02000

Volume IX:

Hearing Transcript for Motion to Amend Findings pursuant to NRCP 52, dated November 15, 2018	WA02001- WA02002
Notice of Entry of Orders for Motion to Adjudicate Lien and Motion to Dismiss Pursuant to NRCP 12(B)(5), with attached Orders, dated December 27, 2018	WA02003- WA02039
Second Amended Decision and Order on Motion to Adjudicate Lien, dated March 16, 2021	WA02040- WA02064
Opposition to the Second Motion to Reconsider; Counter Motion To Adjudicate Lien on Remand, dated May 13, 2021	WA02065- WA02169
Notice of Entry of Orders, dated May 16, 2021	WA02170- WA02250

Volume X:

Notice of Entry of Orders, dated May 16, 2021	WA02251- WA02256
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	WA02257- WA02264
Time Sheet for Daniel S. Simon (Exhibit 13 admitted in Evidentiary Hearing)	WA02265- WA02343
Time Sheet for Ashley M. Ferrel (Exhibit 14 admitted in Evidentiary Hearing)	WA02344- WA02445
Time Sheet for Benjamin J. Miller (Exhibit 15 admitted in Evidentiary Hearing)	WA02446- WA02447

Daniel Simon

From: Daniel Simon
Sent: Friday, May 27, 2016 4:25 PM
To: Brian Edgeworth
Subject: RE: Insurance Claim

I can meet you tomorrow about 11a.m. at starbucks on St Rose and Spencer

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

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Friday, May 27, 2016 3:37 PM
To: Daniel Simon
Subject: RE: Insurance Claim

Too big to scan. I could drop off at your house or meet you somewhere tomorrow. I will not be done until very late tonight.

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

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Friday, May 27, 2016 3:35 PM
To: Brian Edgeworth <brian@pediped.com>
Subject: RE: Insurance Claim

Our job is not easy. LOL however you want.

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

From: Brian Edgeworth [mailto:brian@pediped.com]
Sent: Friday, May 27, 2016 3:30 PM
To: Daniel Simon
Subject: RE: Insurance Claim

Dude, when/how can it get this to you? Even typing up the summary is taking me all day organizing the papers. There is at least 600-1000 pages of crap.

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

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Friday, May 27, 2016 12:58 PM
To: Brian Edgeworth <brian@pediped.com>
Subject: Re: Insurance Claim

I know Craig. Let me review file and send a few letters to set them up. Maybe a few letters will encourage a smart decision from them. If not, I can introduce you to Craig if you want to use him. Btw He lives in your neighborhood. Not sure if that is good or bad?

> On May 27, 2016, at 9:30 AM, Brian Edgeworth <brian@pediped.com> wrote:

>

> Hey Danny;

>

> I do not want to waste your time with this hassle (other than to force

WA00001

> you

to listen me bitch about it constantly) and the insurance broker says I should hire Craig Marquiz and start moving the process forward.

· Should I just do that and not bother you with this?

> My only concern is that some goes nuclear (with billing and time) when

just a bullet to the head was all that was needed to end this nightmare (and I do not know this person from Adam).

>

> --

>

>

> Brian Edgeworth

> pediped Footwear

> 1191 Center Point Drive

> Henderson, NV

> 89074

>

> 702 352-2580

INVOICE

EDGEWORTH V. LANGE, ET AL.

Description	Time
Initial Meeting with Client	1.75
Review file, Several discussions with Client	4.75
Demand letter to Defendant Lange	1.5
Representation Letters to Viking, Kinsale, Harris, Lange. Discussions with Client	4.25
Additional Letters to Defendants	1.5
Draft, Review, Revise, File and Serve Complaint and Amended Complaint, Affidavit of Service, Summons	6.75
Receive and Review Answers to Complaint	1.50
Prepare Early Case Conference, Stipulation to Amend Complaint, order from court and filing of same	2.25
Letter to Viking with Exhibits	3.25
Witness and Exhibit List, Redact and Prepare Privilege Log	7.50
8-19-16 prepare and file Request for Exemption from Arbitration, receive decision from court	.75
8/23/16 Inspection of Property, Meeting with Clients, Discussions with Client, Prepare and Serve Notice of Early Case Conference	3.75
9-27-16 ECC Conference with Lange Only	1.0
10-06-16 Conference Call with Expert Hasting	.25

10-07-16 Multiple Calls with Client, Ltrs and Emails with Def. Counsel, Fed ex Failed Head to Ivey Engineering, Prepare Affidavit of Chain of Custody	2.25
10-11-16 Receive, Review and Respond to Emails from Dalacas and Prepare and Send Letter to Dalacas, Phone Conference with Dalacas, Send Letters to Client and Dalacas Speak with Client	1.5
10-12-16 Receive and Review Dalacas Letter, Emails to Expert, Send Info to Client, Discussions with Client	1.0
10-13-16 Receive and Review Viking Emails, Response and Letter to Lange, Phone Call with Client, Rec New Emails from Dalacas Re: Inspection, Draft and Send Response to E-mails, Phone Call with Client	3.75
10-14-16 Rec/rev Dalacas Response, Forward to Client Rec /Review Emails and Attachments from Giberti, Print for File, Email Expert Re: Inspection, Email Viking, Review E-mails from Client	2.75
10-15-16 Discussions with Client, Ltr to Dalacas, Emails to Expert Re: Scheduling and Inspection	1.25
10-17-16 Review E-mails: Viking, Lange, Client: Prepare Responses, Discussions with Client	1.50
10-18-16 E-mail Exchanges Re: Inspection, Discussions with Client Meeting with Defense Counsel 2 nd Ecc with Lange and Viking	1.25
10-19-16 Site Inspection, Discussions with Client	3.5

10-21-16 Receive and Review Letters from Lange/dalacas Re: Replacement of Heads, Draft and Send Letter to Dalacas Re: Inspection and Separate Ltr Re: Coverage Issues Receive Emails from Dalacas, Phone Conference with Client, Receive and Review Viking Installation Guide	2.25
10-23-16 Email exchanges from Dalacas and prepare and send response re: Replacement of Heads	.15
10-24-16 Phone Call with Dalacas re Replacement of Heads, Discussions with Client Re: Replacement Email exchanges from Dalacas Confirming Agreements of Replacement Involving Lange, Rimkus and Procedures	1.25
11-1-16 Emails from Viking Re: Extension for Ecc Materials, Response	.25
11-4-16 Email Exchanges from Client, Dalacas	.50
11-10-16 Receive and Review Viking Ecc Witness and Exhibit Lists and Documents, Lange's First Supplement to Ecc Disclosures, Review and Finalize Plaintiffs New Ecc Witness and Exhibits and Serve Same on All Parties	2.25
11-13-16 Receive and Review Kinsale Ins. Letter. Denial of Additional Coverage, Forward to Client	.50
11-17-16 Email Exchanges	.50
11-18-16 Draft and Circulate Joint Case Conference Report	1.5
11-22-16 Review Emails from Viking Re: Exhibits, Receive and Review Third Party Complaint & Cross-claim, Forward to Client	.50
12-1-16/12-2-16 Email Exchanges with Client and Lange Re; Final Plans/inspection	.50
12-2-16 Receive and Review Lange Answer to Crossclaims	.50
Costs	\$3,982.45
Total Hours x's \$550 per hour (reduced)	70.15 hours

Total Fees	\$38,582.50
Total attorneys fees and costs thru 11-11-16	\$42,564.95

SIMON LAW
A PROFESSIONAL CORPORATION
810 SOUTH CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA 89101

TELEPHONE (702) 364-1650

FACSIMILE (702) 364-1655

April 7, 2017

Brian Edgeworth
1191 Center Point Drive
Henderson, NV 89074

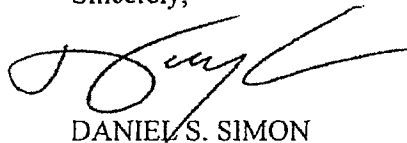
Re: Edgeworth Family Trust v. Lange Plumbing LLC et al.

Dear Mr. Edgeworth:

Enclosed please find the Invoice totaling \$46,620.69 for the period of 12-5-16 thru 4-4-17 with a copy of the Case Expense Summary showing costs.

If you have any questions or concerns regarding the foregoing please do not hesitate to contact my office.

Sincerely,


DANIEL S. SIMON

DSS/jan
enclosures

WA00007

SIMONEH0000130

INVOICE

EDGEWORTH V. LANGE, ET AL.
(12-5-16 thru 4-04-17)

Description	Time
12-5-16 Email exchanges re: plans/final inspection, discussions with Dugan, emails	.50
12-13-16 - 12-16-16 Lange Billing, email exchanges, revise JCCR with Viking and send to all attorneys, client emails, discussion with expert Hastings re: billing & scope of work	1.75
1-4-17 - 1-9-17 draft, revise MSJ with exhibits, send to client for review, file & serve on Defendants	8.75
1-14-17 Revise JCCR - re-circulate, email, exchanges with lawyers, request mediation, advise client. Spoke to K. Hastings re: expert inspections, proposed plan, possible metallurgy engagement etc.	1.25
Review Opposition of Viking and Opposition of Lange to MSJ, meeting with Ashley Ferrel re: strategy and Reply and Discovery, Emails with Client, prepare Reply to MSJ, file and serve	6.25
1-20-17 draft Notices of Depositions & Subpoenas & serve Bernie Lange, Vince Dioro, Dustin Hamer, Tracy Garvey and Shelli Lange	2.5
1-23-17 Phone Call, Emails, Client Approval, Forward materials to Expert Zamiski	.75
1-24-17 Draft and Revise 30b6 deposition Notice and Subpoena and Serve	1.25
1-25-17 Research and analyze transferring case to business Court	.75

1-26-17 Review letter and Communication with Dalacas, reset depositions, prepare re-notices and Subpoenas, prepare objection to Viking Subpoenas to American Grating and Giberti and serve	1.25
2-9-17 Phone call with Pancoast re: MSJ, depositions and Subpoenas to American Grating & Giberti	.35
2-13-17 File review, prepare for depositions	2.25
2-13-17 Prepare & File Motion to Amend Complaint, Review Opposition, Prepare & File Reply	2.5
2-14-17 Deposition pre-conference with client, review file	3.25
2-15-17 Vince Dioro deposition 9:30am - 12:30pm	3.0
2-15-17 Notice of Deposition & Subpoena for Virginia Brooks, Jim Kreason, Re-Notice Deposition Bernie Lange, Shelli Lange, Vince Dioro (continuation), Dustin hamer	.75
2-22-17 Prepare and take Dustin Hamer's deposition	4.0
2-22-17 Re-notice Depositions for Vince Dioro, Shelli lange, Virginia Brooks, Jim Kreason and Serve	.50
2-28-17 - 3-1-17 meet client in Henderson, pick up file with Ms. Ferrel, review file, attend COR Depositions at Pancoast/Viking office in Summerlin. Meet with Pancoast at Simon Law downtown to review file for copying & production to Viking	2.25
3-7-17 Prepare and attend Motion for Summary Judgment and Motion to Amend Complaint: Dept 10	3.25
3-7-17 Prepare and File Motion for Summary Judgment as to Lange only	2.5

3-7-17 Prepare and Serve Offer of Judgment and Cover letter to Counsel	.75
3-8-17 Prepare and File Orders re: Motion for Summary Judgment and Motion to Amend Complaint, Prepare and File Amended Complaint, Notice of Entry of Orders	1.25
3-13-17 thru 3-15-17 Prepare and Take Depositions of Bernie Lange and Shelly Lange	6.5
3-20-17 Representation Letter to National Union Fire Ins. Co.	.75
3-21-17 Review Correspondence from Lange Requesting Motion for Summary Judgment (MSJ) be withdrawn; Review Kinsale Ins. File; Review Lange 4 th Supp to Ecc	1.25
3-23-17 Communication/emails with Defense Counsel Re: Stipulation to Continue MSJ Hearing, File and Serve	.50
3-24-17 Review Lange/kinsale Correspondence in Response to Offer of Judgment and Discovery with Client	.50
3-28-17 Notice of 30b6 Deposition and Subpoena and Serve	1.25
3-28-17 Review Written Discovery with Clients to Answer and Produce	1.25
4-4-17 Prepare and Serve 3 Day Notice of Intent to Take Default	.50
Costs	\$11,365.69
Total Hours x's \$550 per hour (reduced)	64.10 hours
Total Fees	\$35,255.00
Total attorneys fees and costs thru 4-4-17	\$46,620.69

Date: 04/07/2017

Case Expense Summary
Law Office of Daniel S. Simon

Page: 1

Case Range: 2016024.00 to 2016024.00
Date Range: 01/01/80 to 12/31/20
Employee Range: 0 to 999

Case No.: 2016024.00 Edgeworth Trust

Date	Emp	Amount	Description
06/15/16	DS	40.00	Reno/carson Messenger Services - service fee - ck# 21730
nm/dd/yy	DS	281.60	wiznet filing fee complaint
			Amount: \$ 3.50
			Court Fee: \$ 270.00
			Card Fee: \$ 8.10
07/05/16	DS	70.00	KC Investigations - service - ck# 21892
08/24/16	DS	3.50	wiznet filing fee Amended Complaint
09/02/16	DS	3.50	wiznet filing fee Acceptance of Service for viking
09/06/16	DS	3.50	wiznet filing fee Acceptance of Service
09/15/16	DS	2500.00	Ivey Engineering - retainer fee - ck# 22110
10/07/16	DS	47.39	fed-ex to kevin hastings at ivey engineering
11/17/16	DS	1032.96	Ivey Engineering, Inc. - inspection fee - ck# 22268
12/15/16	DS	1500.00	Ivey Engineering - retainer fee - ck # 22327
12/16/16	DS	3982.45	Costs paid from Edgeworth ck # 3571
01/11/17	DS	203.50	wiznet filing fee Plaintiffs Motion for Summary Judgment
01/30/17	DS	2500.00	Vollmer-Gray Engineering Laboratories - retainer fee - ck # 22420
02/13/17	DS	3.50	wiznet filing fee Plaintiffs Motion to Amend the Complaint on Order Shortening Time
nm/dd/yy	DS	3.50	wiznet filing fee Plaintiffs Motion to Amend the Complaint on Order Shortening Time
02/27/17	DS	3.50	wiznet filing fee Reply to Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiffs' Motion to Amend the Complaint on Order Shortening Time
02/28/17	DS	3.50	wiznet filing fee Reply to All Defendants Opposition to Plaintiffs Motion for Summary Judgment
03/01/17	DS	307.75	copy charges for ecc production
			1231 x's .25 = 307.75
03/02/17	DS	1379.50	Oasis Reporting - Vincent Diorio Volume I transcript - ck # 22503
nm/dd/yy	DS	1107.85	Oasis Reporting - Dustin Hamer transcript - ck # 22504
03/07/17	DS	3.50	wiznet filing fee for Affidavit of Service for jim kreason
nm/dd/yy	DS	209.50	wiznet filing fee for Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only

Amount:

WA00011

Case Expense Summary

Law Office of Daniel S. Simon

Date	Emp	Amount	Description
			\$ 3.50
			Court Fee:
			\$ 200.00
			Card Fee:
			\$ 6.00
mm/dd/yy	DS	3.50	wiznet filing fee Second Amended Complaint
03/10/17	DS	146.00	KC Investigations - service - ck # 22529
mm/dd/yy	DS	445.00	Beck Video Prod - Dustin Hamer video depo - ck # 22527
mm/dd/yy	DS	537.50	Beck Video Prod - Vince Diorio Vol 1 - video depo - ck # 22528
mm/dd/yy	DS	131.00	KC Investigations - service - ck # 22533
03/16/17	DS	3.50	wiznet filing fee order denying msj
03/20/17	DS	3.50	wiznet filing fee NEOJ msj
03/21/17	DS	3.50	wiznet filing fee Order Granting Plaintiffs Motion to Amend the Complaint
03/22/17	DS	3.50	wiznet filing fee for NEOJ order granting mot to amd complaint
03/23/17	DS	215.00	Beck Video Prod - Shelli Lange Vol I video depo - ck # 22556
mm/dd/yy	DS	354.00	Beck Video Prod - Bernie Lange video depo - ck # 22555
mm/dd/yy	DS	256.99	Ivey Engineering - Coordination and prepare evidence - ck # 22552
04/03/17	DS	923.65	Oasis Reporting - Shelli Lange transcript - ck # 22584
mm/dd/yy	DS	1113.45	Oasis Reporting - Bernard Lange depo transcript - ck # 22575
Case Total:		11365.69	
Totals:		11365.69	

INVOICE SUMMARY

Edgeworth v. Lange and Viking

Attorneys Fees for Daniel Simon for period 4-5-17 thru 7-28-17	\$72,077.50
Attorneys Fees for Ashley Ferrel, Esq. for period 4-5-17 thru 7-25-17	\$38,060.00
Costs Outstanding thru 7-28-17	<u>\$31,943.70</u>
Total Due to Law Office of Daniel Simon	\$142,080.20

INVOICE

EDGEWORTH V. LANGE, ET AL. (4-5-17 thru 7-28-17)

Description	Time
4/7/17 Reviewed Viking First ECC Supplement	1.5
4/7/17 Reviewed Plaintiffs 5 th ECC Supplement	.5
4-18-17 Reply to opposition of Lange and Reply to Joinder by Viking to Plaintiffs MSJ against Lange only	3.75
4-21-17 thru 4-25-17 T/C to expert Zamiski, T/C with client, emails to Dalacas, Kinsale and Pancoast	.50
4-21-17 thur 4-24-17 Finalize Answers to written Discovery, Meet with Client: Responses to Lange Interrogatories, Request to Produce.	3.25
4-23-17 Prepare Viking Deposition Notices and serve	1.25
4-25-17 Review Viking Answer to Second Amended Complaint and Third Party Complaint against Giberti, discussions with client, forward to Kinsale Lawyers	.75
4-25-17 Prepare and attend hearing on MSJ against Lange only	3.5
4-27-17 Prepare and serve Interrogs and request for admissions to Viking	2.35
4-27-17 Review client emails, prepare and serve notices of deposition and Subpoena for Don Cadden	.50
4-28-17- 5-1-17 Prepare and file motion to compel NRCP 30b6 witness of Lange and sanctions	5.25
4-28-17 – 5-1-17 Prepare and file motion for order to show cause to hold Kreason in contempt	2.75

5-1-17 EDCR 2.34 conference with Dalacas re: Testing of Sprinkler Heads	.35
5-1-17 – 5-3-17 Review file and prepare for Viking 30 b 6 corporate designee depositions.	3.25
5-1-17 Prepare and serve Notice of Deposition of Dan Cadden	.75
5-1-17 Reviewed Viking's 2 nd ECC Supplement	.5
5-2-17 prepare and serve 30b6 notice of deposition and subpoena for Viking Supply Net	1.75
5-3-17 Take deposition of Viking NRCP 30b6 designee on 13 topics	5.0
5-4-17 Prepare and Serve ECC of American Grating to all Parties and Supplement Of Edgeworth to all parties	2.75
5-5-17 Reviewed and served Plaintiffs 6 th Supplement	1.5
5-5-17 Prepare and serve Request for Admissions, Interrogs and Request for Production of Documents on Lange	5.25
5-5-15 Prepare and serve Request to Produce to Viking	1.35
5-5-17 Review Kinsale determination letter re: Giberti, Review contract, Insurance Declaration Page and Prepare and serve response	.75
5-8-17 Prepare, circulate and file with court: Stipulation and order to continue Kreason hearing to same date as Motion to Compel Lange	.50
5-8-17 Receive and Review Langes Motion to compel testing	.50
5-10-17 Review Privilege Log and Proposed Protective Order	.75
5-11-17 Prepare and serve Notice of Deposition of Eric Johnson and James Mason	.75

5-1-17 Review and sign order and return to Dalacas	.35
5-11-17 Discussion with client re: coverages for Giberti	.50
5-12-17 Review Affidavit of Service Giberti Construction	.15
5-15-17 prepare and file opposition to motion to compel testing	2.75
5-17-17 Reviewed Vikings 4 th Supplement (Rimkus Docs)	4.5
5-18-17 Receive and Review Viking 4 th Supp, discovery T/C with J. Pancoast re: Protective Order, New Dates for 30(b)(6) witness dates and testing	.75
5-23-17 Review Rimkus File; Receive and Review Lange Opposition to Motion for Order to Show Cause	2.25
5-25-17 Review Viking Answer to Lange Amended Cross Claim; E-mails coordinate testing	.75
5-30-17 Receive and Review Stipulated Protective Order And Serve; Review Viking Responses to RFA	1.25
6-01-17 Review Lange Opposition to Motion to Compel and Sanctions and Discuss Plaintiff's Reply w/Atty Ferrel; Review and Finalize Reply to Lange's Limited Opposition to Motion for Order to Show Cause to Hold Kreason in Contempt; Reviewed Viking Supplynet objection to Notice of 30b6 Subpoena	1.75
6-03-17 Review Protective Order final revisions; review Viking responses to written discovery	1.25
6-04-17 to 6-06-17 Prepare and take Deposition of Dan Cadden	3.75
6-05-17 to 6-07-17 Review File, Prepare and Attend Hearing On Motion to Compel Lange	3.5

6-06-17 Prepare and Serve Notice of Inspection upon Land Viking Supplynet	.50
6-08-17 Review and revise Subpoena on City of Henderson Re; Inspection Reports	.75
6-13-17 Conf with Expert Hastings re: Travel/Inspection Discussions with Client; Review Giberti Answer and Cross-Claims against Viking	1.25
6-14-17 Review Lange's responses to written discovery ; discuss with Ashley Ferrel	2.0
6-15-17 Review Lange's 6 th Supp./Privilege Log; Review Commissioners Report and Recommendations, Revise; Review final protocol for testing/forward to experts	1.75
6-16-17 Review Stipulation and Order to extend Discovery Deadlines, prepare and send e-mail Response objecting to extension	.50
6-19-17 Discussion with Kreason re: Deposition dates and Motion for Contempt; prepare and serve new Amended notice of deposition for Kreason; Emails to counsel for Kreason deposition	.50
6-19-17-6-21-17 Prepare and Attend Deposition of Vince Diorio (2 nd deposition) on 6-21-17	5.25
6-22-17 Attend Testing (converse consultants); inspection Viking Supply Net	6.0
6-28-17 to 6-29-17 Prepare and take Deposition of Kyle Mao	2.5
6-28-17 to 6-29-17 Prepare and take deposition of Bernie Lange (as Lange 30(b)(6))	5.75
6-30-17 E-mails to Viking Counsel re: production of Documents EDCR 2.34 and Review file with AF	.75

6-30-17 Prepare and Attend Deposition of Vince Diorio (2nd deposition)	3.5
7-09-17 Review Viking production – Emails re: claims of other failures	2.50
7-09-17 to 7-10-17 Prepare and take deposition of Erik Johnson	4.5
7-10-17 Review and Revise opp to motion to continue trial and extend discovery and supplement to motion for sanctions	1.75
7-11-17 to 7-12-17 Prepare for Plaintiffs Motion For Sanctions and Attend Hearing	1.75
7-11-17 Review appraisal report from Acore consultants	.75
7-18-17 to 7-19-17 Review Protective Order and Viking Supplement; Revise Objection to Confidentiality and Serve	.50
7-19-17 to 7-21-17 Review Viking prior discovery responses and review and serve Notice of 2.34 conference; confirm with parties	1.50
7-21-19 2.34 conference with Pancoast re: 1. Plaintiff's objection to Confidentiality under the protective order. 2. Notice of Deposition of your Expert, Robert Carnehan, we could not agree. 3. Vikings supplemental answers specifically and the need for a verification.	.75
7-21-19 Review and revise DCCR re: sanctions, review letters and emails from Pancoast	.25
7-24-17 Spoke to Client; Reviewed case with Ashley Ferrel; Review emails from client; Discussions with client; review file	4.25
7/25/17 prepare and attend hearing on Motion to Extend Discovery	1.75

7/25/17 Discussions with Ashley Ferrel: Review and revise notice of Depositions: Rimkus, Zuric & Viking; Discussion with Client; review Vikings Supplemental Answers to Interrogatories, Letter from Pancoast	2.50
7-26-17 Discussions with client; Review files, emails; prepare and serve Request for Production and Interrogatories to Viking	1.75
7/28/17 Review Supplemental Joint Case Conference Report	.5
Costs	\$31,943.70
Total Hours x's \$550 per hour (reduced)	131.05
Total Fees	\$72,077.50
Total attorneys fees and costs thru 7-28-17	\$104,021.20

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.
(4-5-17 thru 7-25-17)

DATE	DESCRIPTION	TIME
4/7/17	Review Viking's First ECC Supplement	1.5
4/7/17	Prepared Plaintiffs 5 th ECC Supplement	0.5
4/8/17	Review Lange's Opposition to MSJ and make notes for Reply	0.5
4/11/17	Drafted & Filed Notice of Intent to Take Default on Lange Plumbing, LLC	0.5
4/13/17	Drafted and served 2 nd Amended Notice of Viking 30b6 Notice & SDT	0.5
4/17/17	Reviewed Viking Joinder to Lange's Opposition to Plaintiff's MSJ	0.5
4/17/17	Pulled cites and exhibits for Reply to MSJ	2.0
4/22/17	Drafted Written Discovery to Viking Corporation and SupplyNet for DSS review	5.75
4/27/17	Served Written Discovery on Viking entities	0.5
5/1/17	Review of Viking's 2 nd ECC Supplement	0.5
5/1/17	Drafted and Serve Plaintiffs' Motion for order to show cause and Compel James Kreason to Appear for Deposition	3.0
5/3/17	Attended Viking NRCP 30(b)(6) Deposition	5.0
5/5/17	Prepared and served Plaintiffs' 6 th ECC	1.5
5/5/17	Email to Sia re employees of Lange that Brandon refers to in deposition; Review deposition and cite transcript for Delucas	0.75
5/15/17	Drafted Opposition to Lange's Motion to Compel Sprinkler heads in Las Vegas for testing	3.5
5/17/17	Prepare and attend Hearing regarding Lange's Motion to Compel Sprinkler Heads and Testing with DC Bulla	3.5
5/17/17	Reviewed Viking's 4 th ECC Supplement (Rimkus Docs)	4.5
5/17/17	Drafted Letter to DC Bulla re: moving hearings	0.35
5/18/17	Reviewed Lange Plumbing's Limited Opposition to Motion to Compel Kreason	0.5
5/23/17	TC Erik Johnson re: scheudling depo	0.35
5/24/17	Collected and sent documents to expert (Hastings)	1.35
5/30/17	TC & email correspondence with Don Koch to discuss being climate expert in case	1.5
6/1/17	Reviewed SupplyNet's Objection to Subpoena for 30(b)(6) deposition	0.5
6/1/17	Drafted Reply to Lang's Limited Opposition to Motion to Compel Kreason for DSS to review	2.75
6/1/17	Amended and served SupplyNet 30(b)(6) Deposition notice	0.35

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.
(4-5-17 thru 7-25-17)

6/2/17	Inspection at Edgeworth house with Viking weather expert	2.0
6/2/17	Reviewed Lange Opposition to Motion to Compel Deposition of Lange 30(b)(6) & for Sanctions	0.75
6/3/17	Reviewed Viking's responses to Plaintiffs' written discovery	1.5
6/5/17	Finalized and Served Reply to Lange's Opposition to Plaintiffs' Motion to Compel Depo of Lange 30(b)(6)	2.0
6/5/17	Reviewed and submitted changes to protective order for DSS to review	0.75
6/6/17	Discussion with all counsel re deposition dates for Johnson	0.5
6/7/17	Prepare and attend hearing- Motion to Compel the Deposition of Lange 30(b)(6) & Sanctions in front of Bulla	2.5
6/7/17	Attended Dan Cadden Deposition	1.75
6/8/17	Pulled information from assessors page for houses provided by client (used in COR to Henderson Building department	2.35
6/8/17	Reviewed and discussed testing protocol with DSS	0.5
6/9/17	TC Erik Johnson re: re-scheduling depo	0.35
6/9/17	Amended and served depo notice of Erik Johnson	0.35
6/9/17	Drafted and served deposition notice for Kyle Mao	0.5
6/9/17	Drafted and served Notice of Lange 2 nd NRCP 30(b)(6)	1.0
6/9/17	Drafted and served notice of COR for City of Henderson Building Department	1.0
6/10/17	Drafted DCRR for 6/7/17 hearing for DSS review	1.5
6/12/17	Drafted and served Amended notice of SupplyNet Warehouse Inspection	0.50
6/12/17	Reviewed Lange Plumbing's responses to written discovery; Discuss with DSS	2.5
6/13/17	Prepared for Vince Diorio continued deposition for DSS	2.5
6/13/17	Compiled and sent depositions to experts	0.75
6/14/17	Compiled all prior pleadings and depositions and drafted Letter to Nunez re: prior pleadings	2.5
6/14/17	Review Lange Plumbing's 6 th ECC Supplement	2.5
6/19/17	TC with Don Koch re: inspection	0.5
6/19/17	Reviewed documents provided by Pancoast prior to formal supplement and sent to our experts prior to inspection (material specifications and drawings)	1.25
6/20/17	Served Plaintiffs' response to Giberti's Request for Prior pleadings	0.35

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.
(4-5-17 thru 7-25-17)

6/20/17	Letter to DC Bulla to move hearings	0.35
6/20/17	Reviewed Viking's 5 th ECC Supplement	2.75
6/20/17	Reviewed Lange's 7 th ECC Supplement	0.75
6/20/17	Email correspondence with client re location of heads for destructive testing	0.5
6/22/17	Drafted and Served Amended NRCP 30(b)(6) Deposition Notice for Viking Supplynet	0.35
6/22/17	Destructive Testing	7.0
6/22/17	Site Inspection of Viking SupplyNet Warehouse	1.0
6/23/17	Reviewed and forwarded NestEnergy History to experts	0.5
6/26/17	Prepared documents for Kreason deposition	1.25
6/27/17	Attended Kreason Deposition	1.5
6/28/17	Reviewed depositions and documents in preparation for Kyle Mao deposition	2.0
6/28/17	TC with Diana from City of Henderson re COR deposition and document request	0.4
6/28/17	Reviewed Giberti's Motion to Extend Discovery	0.5
6/28/17	Reviewed Viking's Joinder to Giberti's Motion to Extend discovery	0.35
6/29/17	Attended Kyle Mao Deposition	2.5
6/29/17	Attended Bernie Lange NRCP 30(b)(6) deposition	3.0
6/30/17	Drafted and served notice of deposition for James Cameron	0.5
6/30/17	Drafted and served notice of deposition for Raul De La Rosa	0.5
6/30/17	Drafted and served notice of deposition for Robert Carnahan	0.5
7/6/17	Reviewed Viking's 6 th ECC Supplement (Emails, Analyses, Design Schematics)	4.0
7/7/17	Reviewed Vikings 6 th ECC Supplement (Emails, returns/complaints and created a summary)	4.5
7/7/17	Reviewed documents from the City of Henderson Building department and create summary chart for Viking production	3.0
7/10/17	Drafted Opposition to Giberti's Motion to Extend Discovery on OST	3.5
7/10/17	Attended part of Deposition of Erik Johnson	2.0
7/11/17	Drafted Opposition to Giberti's Motion to extend discovery for DSS review	2.5
7/11/17	Drafted and finalized supplement to Motion to compel and request for sanctions	2.35
7/11/17	Amended and served amended notice deposition of Robert Carnahan	0.35

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.
(4-5-17 thru 7-25-17)

7/12/17	Attended Status Check w/ Bulla re: attorney's fees	1.5
7/12/17	Compiled and served Plaintiffs 7 th ECC Supplement	1.35
7/13/17	Picked up sprinklers at Converse Consulting, took to Fed-Ex and Shipped to Vollmer Gray Labs	1.75
7/13/17	Drafted Affidavit for Chain of Custody of Sprinklers	0.5
7/13/17	Drafted Objection to Confidentiality of Viking Document Production for DSS to review	1.5
7/14/17	Drafted and filed 2 nd Supplement to Plaintiffs' Motion to Compel (fees for 2 nd 30b6 Lange depo)	1.0
7/14/17	TC with Sia re: sanctions	0.35
7/17/17	Letter to Sia re: sanctions and Rule 11 motion; emails resolving amount of sanctions	0.5
7/17/17	Review Giberti's Motion to Continue Discovery deadlines in front of District Court Judge -	0.5
7/17/17	Drafted and served Opposition to Giberti's 2 nd Motion to Extend discovery deadlines	0.5
7/17/17	Reviewed Viking's Supplemental Responses to Plaintiffs' Interrogatories	0.75
7/18/17	Drafted 2.34 Notice of 2.34 conference with Viking Defendants for deficient discovery responses for DSS to review	0.5
7/25/17	Discussions with DSS and client; draft Notice of Depositions for DSS to review; Rimkus; Zuric and Amended Notice of Viking deposition	3.25
7/25/17	Attend hearing on Motion to Extend Discovery in Dept 10	1.25
TOTAL HOURS x \$275 per hour (reduced)		138.4
TOTAL FEES		\$38,060.00

INVOICE SUMMARY

Edgeworth v. Lange and Viking

Attorneys Fees for Daniel Simon for period 7-31-17 thru 9-19-17	\$119,762.50
Attorneys Fees for Ashley Ferrel, Esq. for period 7-31-17 thru 9-19-17	\$60,981.25
Attorneys Fees for Benjamin J. Miller, Esq. for period 8-16-17 thru 9-15-17	\$2,887.50
Costs Outstanding thru 9-19-17	<u>\$71,555.00</u>
Total Due to Law Office of Daniel Simon	\$255,186.25

INVOICE FOR DANIEL S. SIMON

EDGEWORTH V. LANGE, ET AL.
(7-31-17 thru 9-19-17)

Date	Description	Time
8-2-17	Telephone Conference with Pancoast 2.34 Viking Production, Review Viking 7 th Supp ECC, Review File and Draft Motion to Compel, Discussions with Client, Review Letter from Pancoast Dated 8-1-17 Re: Subpoenas	5.75
8-3-17	Draft Opposition to Motion for Protective Order	4.25
8-4-17	Revise Motion to Compel and Opposition to Motion for Protective Order; Review 6 th & 7 th Viking Supp	6.25
8/7/17	Review File with Client and AF, Revise Motion to Compel. Disc. with Fred Knez; Review 6 th & 7 th Viking Supp	6.75
8-8-17	Review File, Multiple Discussions with Client and AF, Expert Zamiski Revise Motion to Compel	6.25
8-9-17	Travel to San Diego and Back to LV; Discuss Case with Ivey Engineering.	8.0
8-10-17	Revise Motion to Compel and Opposition to Viking Motion for Protective Order, Review File, Discussions with Client and AF; Review 6 th & 7 th Viking Supp	6.25
8-11-17	Review and Revise Designation of Experts and Reports, Discussions with Hastings and Client, Review E-mails Draft Discovery Requests	5.25
8-12-17	Revise Opp to Motion for Protective Order and Motion to Compel	3.50
8-13-17	Review and Revise Notice of Depositions and Inspection for Lansing, Mi; Review 6 th , 7 th , 8 th & 9 th Viking Supp	3.75
8-14-17	Review File, Revise Mot to Compel	4.5
8-14-17	Review and Revise Designation of Experts	1.75
8-14-17	Telephone Conference with Peter Poland, Esq. Re: 2.34 Conference/Rimkus Subpoena	.5
8-14-17	Review and Revise Motion to Amend Complaint	1.25
8-14-17	Review File, Emails, Review Revise Written Discovery	1.75
8-15-17	Review and Revise Notice of Depositions; Review 6 th , 7 th , 8 th & 9 th Viking Supp	2.25

8-15-17	Review Defendants Expert Designations/reports; Review 6 th , 7 th , 8 th & 9 th Viking Supp	3.75
8-15-17	Review File, Revise and Finalize Motion to Compel and Opposition to Motion for Protective Order	2.75
8-15-17	Review Letter from Viking Re: Violation of Protective Order, Discuss with AF	.5
8-15-17	Discussion with Client Re: Expert Reports	.5
8-15-17	Discussion with AF Re: Experts - Witnesses	.5
8-15-17	Discussion with Don Koch; Review 6 th , 7 th , 8 th & 9 th , Viking Supp	3.25
8-15-17	Discussion with Client and AF	1.75
8-15-17	Draft Motion to Compel Rimkus	2.25
8-16-17	Discussions with Client and AF	2.25
8-21-17	Finalize Reply to Opp to Motion to Compel; Client Emails, Pancoast Emails; Discussions with Client and AF; Review File	6.75
8-22-17	Review File with AF; Call Several Witnesses/lawyers; Review Req for Production No. 4; Prepare for Hearing on 8-23-17	2.75
8-23-17	Attend Hearing on All Discovery Matters	4.0
8-24-17	Meet with Expert Pomerantz; Review 6 th , 7 th , 8 th , 9 th , 10 th , 11 th & 12 th Viking Supp	4.25
8-25-17	Review and Revise Deposition Notices and Subpoenas for Tyco and Reliable; Review 6 th , 7 th , 8 th , 9 th , 10 th , 11 th & 12 th Viking Supp	3.25
8-28-17	Martorano Deposition Prep	4.0
8-29-17	Meet with Giberti and Nunez; Discussion with Client	1.5
8-29-17	Discussion with AF; Review Expert Binder; Disc. FSS Court Docket	.75
8-30-17	Depo Prep for Mortorano (9:30-4:00); Discussion with Hastings, Zamiski and Client	7.5
8-30-17	Depo Prep Continued for Mortorano	1.5
8-31-17	Depo Prep Continued for Mortorano	2.0
8-31-17	Take Depo of Mortorano	8.0
9-1-17	Discussions with Zamiski / AF strategy; pull hot docs for experts	1.75
9-4-17	Review and Revise UL 30b6 Notice; Review File	3.25

9-5-17	Discussions with Michael Bartlett, atty for Zurich re: 2.34 got Notice of Depo/Subpoena	.50
9-5-17	Review File with AF; Gather Carnahan exhibits; Review File	2.25
9-6-17	Depo Prep	5.0
9-6-17	Depo Prep and travel time for carnahan depo	6.0
9-7-17	depo prep and carnahan depo	10.00
9-8-17	File Review, Discussion with Client, Review and Revise NRCP 30b6 Depo Notice of UL, Review and Revise Motion to Exclude Rosenthal	5.25
9-9-17	Review and Revise NRCP 30b6 Depo Notice of Viking Group, Draft Request for Admissions to Viking (4 th Set); Review and Revise Interrogatories and Request for Production to Viking (4 th Set); Revise MIL to Exclude Rosenthal	5.25
9-10-17	Revise MIL to Exclude Rosenthal	3.75
9-11-17	Conference Call with Zamiski; Discussion with Client; Af; Pre-depo with Angela Edgeworth; Call with K. Hastings; File Review	4.75
9-12-17	Finalized All Discovery to Defendants Viking; Opposition to Vikings Emergency Motion to Compel; Reply to Defendants Opposition to Plaintiffs Motion to Amend to Add Viking Group	5.25
9-13-17	Prepare and Attend Hearing on Defendants Motion to Compel; Discuss with Client and Expert Koch; Review Pancoast Letter Re: Viking Never Tested; Revise MIL to Exclude Rosenthal; Discuss with AF	6.25
9-14-17	Meeting with Brian Gorelli and Crane Panerantz and Travel Time; Review and Revise Reply to Non-party Rimkus Opposition to Plaintiffs Motion to Compel	4.75
9-15-17	File Review	4.25
9-15-17 thru 9-17-17	Discussion with Hastings, Client and AF; Revise Motion to Compel Carnahan; Emails	3.5
9-18-17	Review and Revise Rebuttal Expert Designation; Revise MIL to Exclude Rosenthal and Motion to Compel Carnahan; Attend Angela Edgeworths Deposition	7.25
9-19-17	Prepare and Attend Motion to Amend to Add Viking Group	2.0
9-19-17	Revise and Finalize Motion to Compel Carnahan and Rosenthal	2.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.
(7-31-17 thru 9-19-17)

DATE	DESCRIPTION	TIME
8/7/17	Review file with DSS and met with client	6.25
8/7/17	Review Notice from Discovery Commissioner re: DCRR from 7/12/17	1.5
8/8/17	Review file and discussions with DSS and client	6.0
8/8/17	Review Viking's Motion for Protective Order No. 2	0.5
8/8/17	Review Viking's 7 th Supp	2.0
8/9/17	Draft Motion to Amend Complaint and Draft proposed amended complaint	5.0
8/9/17	Review Viking's 7 th Supp	4.5
8/10/17	Discussions with DSS and client	2.5
8/10/17	Review Viking's 7 th and 8 th Supp	5.5
8/11/17	Draft Designation of Experts and Reports	0.5
8/11/17	Review Viking's 9 th Supplemental Disclosure	2.75
8/11/17	Review of file and draft notices of deposition for Viking employees and Notice of Inspection	2.0
8/12/17	Revise Opposition to Motion for Protective Order	2.25
8/12/17	Drafted Plaintiffs' 8 th ECC Supplement	1.0
8/14/17	Draft and serve re-notice of COR for Rimkus Consulting; drafted email and sent via email and fax to Peter Polland	0.5
8/14/17	Review 7 th and 8 th Viking ECC Supplements	3.25
8/14/17	Drafted Written Discovery to Viking Corporation and SupplyNet for DSS review	2.0
8/14/17	Finalized and served Plaintiffs' 3 rd Set for Rogs, 3 rd Set of RFPs, and 2 nd set of RFAs	0.75
8/14/17	Finalized and serve Plaintiffs' Expert Disclosure	0.5
8/15/17	Review letter from Viking re: violation of protective order and discuss with DSS	0.5
8/15/17	Review Viking, Lange and Giberti's designation of expert witnesses and reports	2.5
8/15/17	Discuss expert witnesses with DSS	2.25
8/15/17	Finalized and served Plaintiffs Opposition to Motion for Protective Order	1.5
8/15/17	Served Notice of Deposition and SDT on Viking employees in Michigan and Notice of Inspection	1.5
8/16/17	Review Lange's 9 th Supplemental ECC Disclosure	0.5
8/16/17	Revise Motion to compel Rimkus	2.0
8/16/17	Discussions with DSS and client	2.25
8/16/17	Review Viking's 10 th ECC Supplement	1.5
8/16/17	Served Plaintiffs' 8 th ECC Supplement	0.25
8/17/17	Finalized and served Plaintiffs' Motion to Compel Viking	6.25
8/18/17	Review Viking's 11 th and 12 th ECC Supplement	3.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.
(7-31-17 thru 9-19-17)

8/18/17	Review Viking's Reply to Motion for Protective Order No.1 & No. 2	1.0
8/18/17	Finalize and Serve Plaintiffs' Motion to Compel Rimkus Consulting	1.25
8/19/17	Review Viking's Opposition to Plaintiffs' Motion to Compel	0.25
8/19/17	Draft reply to Motion to Compel	5.5
8/21/17	Finalize and serve Plaintiffs' Reply to Viking's Opposition for the Motion to Compel Viking	1.5
8/21/17	Review file, discussions with DSS and client	3.0
8/21/17	Revise and finalize the 7-12-17 DCRR; send follow up emails to all counsel for review and signature	2.25
8/22/17	Review of file with DSS; called several witnesses/lawyers from emails produced by Viking; Prepare for hearing with Bulla	4.0
8/22/17	Finalize and serve Plaintiffs 4 th set of RFPs to Viking	0.5
8/23/17	Attend Hearing on Motion to Compel and Viking's 2 Motions for Protective Orders	4.0
8/24/17	Review file and compile information for expert Pomerantz	1.5
8/24/17	Draft and serve Plaintiffs' 3 rd set of RFAs to Viking	0.5
8/25/17	Draft deposition notices and SDT for NRCP 30(b)(6) of Reliable and Tyco	2.0
8/25/17	Review Fraud Binder, scan and create table of contents	1.5
8/27/17	Review file for computation of damages	3.5
8/28/17	Martorano Deposition Prep	4.0
8/28/17	Reviewed Viking's Responses to 2 nd RFP and 2 nd Rogs	0.5
8/29/17	Discussions with DSS re Martorano Depo and prep	0.75
8/29/17	Draft Harold Rodgers Depo Notice and SDT	0.5
8/29/17	Research FSS & Thorpe dockets and pull documents	5.0
8/30/17	Depo Prep for Martorano	5.0
8/30/17	Review file for UL documents produced by Viking and draft Notice of NRCP 30(b)(6) of UL	3.0
8/30/17	Review Vikings' Second Supplemental Responses to plaintiffs' Second Set of Rogs and RFPs; Review Viking's NRCP 45 objection to the SupplyNet SDT	1.0
8/31/17	Attend Martorano Deposition	8.0
9/1/17	Discussions with DSS re strategy and pull hot docs for experts	5.0
9/1/17	Phone Conference with Michael Bartlett re: Zurich Subpoena	0.75
9/1/17	Review Viking's Motion to Associate Counsel re: Kenton Robinson and Jay McConnell	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.
(7-31-17 thru 9-19-17)

9/1/17	Finalize and Serve Deposition Notice, SDT, Application and Comm to Take Out of State Depo	0.5
9/5/17	Draft and Finalize Limited Opposition to Viking's Motion to Associate Counsel	0.5
9/5/17	Phone Conference with Michael Bartlett re: subpoena and notice for Zurich Insurance Company	0.5
9/5/17	Finalize and serve amended notice of Depo for Zurich American Insurance Company, SDT, send via email and also send out to process server	0.5
9/5/17	Review Viking's Opposition to Plaintiffs' Motion to Amend	1.0
9/5/17	Draft and serve Plaintiffs' 9 th ECC Supplement	1.5
9/5/17	Prepare for Carnahan Depo	3.0
9/6/17	Review DCRR from the 8/23/17 Hearing; Listen to audio of 8/23/17 hearing; send revisions of DCRR to Pancoast	3.5
9/6/17	Prepare for Carnahan Depo	2.75
9/6/17	Review Non-Party Rimkus' Opposition to Plaintiffs' Motion to Compel	0.5
9/6/17	TC with Janet re: 2.34 of inspection of home and ECC production organization	0.5
9/7/17	Review Carnahan documents produced on morning of his deposition from Viking	1.5
9/7/17	Attended Carnahan Deposition telephonically	4.5
9/8/17	Revise Notices for Viking employees and Notice of Inspection of Viking	1.0
9/8/17	Draft 4 th set of RFPs and Rogs to Viking	1.75
9/8/17	Review revised DCRR from 8/23/17 hearing and discussion with Janet re: additional changes	0.5
9/8/17	Revise UL Notice and SDT	0.5
9/8/17	Draft Motion to Strike Viking's Answer	3.5
9/9/17	Researched cases cited by Defendants and Drafted Reply to Motion to Amend Complaint	3.5
9/11/17	Revised and finalized Reply to Motion to Amend Complaint to Add Viking Group	3.0
9/11/17	Met with DSS and client regarding file	1.5
9/11/17	Review revised DCRR from 8/23/17 hearing and send email to Janet regarding additional revisions	1.5
9/11/17	Review ECC Supplements by all parties to identify Giberti job file	1.0
9/12/17	Drafted and served Plaintiffs' Opposition to Viking's Emergency Motion to Compel Home Inspection	5.0
9/12/17	Drafted Reply to Non-Party Rimkus' Motion for Protective Order	3.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.
(7-31-17 thru 9-19-17)

9/13/17	Prepare and Attend Hearing on Defendants' Motion to Compel Home Inspection; Review Panocast letter re: UL and discuss with DSS	6.25
9/13/17	Finalized and served NRCP 30(b)(6) Notice of Reliable, Tyco, Viking Group, UL, Amended Notice of Harold Rodgers, Amended Notices and SDT of Viking employees in Michigan and amended notice of inspection	2.5
9/14/17	Discussions with DSS and experts	2.0
9/14/17	Finalize and serve Plaintiffs' Reply to Non-Party Rimkus' Opposition to Plaintiffs' motion to Compel	2.75
9/15/17	Review Viking's Responses to Plaintiffs' 2 nd Set of RFAs, 3 rd set of RFPs, and 3 rd set of Rogs	1.0
9/15/17	Draft Rebuttal Expert Disclosure and get disclosure documents from experts	1.0
9/15/17	Serve Notice of Telephonic 2.34 Conference with Viking re written discovery deficiencies	0.25
9/15/17	Review 2 nd half of Carnahan deposition (in rough)	2.0
9/15/17	Met with Tyler Ure to go over Giberti/American Grating file at Simon Las	0.5
9/15/17	Draft Notice of Deposition and SDT for Nate Wittasek	0.5
9/17/17	Reviewed and revised Motion to Compel Carnahan; responded to client and DSS emails	4.0
9/18/17	Reviewed and revised Motion to Compel Carnahan	3.25
9/18/17	Reviewed and revised MIL to Exclude Rosenthal	1.5
9/18/17	Revised and served Rebuttal Expert Disclosure	1.25
9/18/17	Reviewed DC Transcript from 8/23/17	0.5
9/19/17	Prepared and attended hearing for Motion to Amend Complaint to Add Viking Group, Inc.	1.5
9/19/17	Draft and serve notice to vacate deposition of James Cameron	0.25
9/19/17	TC with Fred Kenez re: protective order in FSS and Thorpe litigation; TC with Robinson re: 2.34 of insufficient discovery responses; TC with Michael Bartlett and Sinnott re: Motion to Compel Zurich; Discussion re: Motion to Compel with DSS	1.5
9/19/17	Finalized and sent Motion to Compel Carnahan over to for OST signature	1.5
9/19/17	Finalized and sent MIL to Exclude Rosenthal over to Judge Jones for OST signature	1.25
TOTAL HOURS x \$275 per hour (reduced)		221.75
TOTAL FEES		\$60,981.25

INVOICE FOR BENJAMIN J. MILLER

EDGEWORTH V. LANGE, ET AL.
(8-16-17 thru 9-15-17)

Date	Description	Time
8/16/17	Legal Research of Damages Recoverable under Breach of Contract and Products Liability, Including Economic Loss, Doctrine and Consequential Damages	1.5
8/16/17	Draft Jury Instructions on Product Liability Claims	1.5
8/16/17	Draft Jury Instructions on Breach of Contract Claims	2.0
8-16-17	Draft Jury Instructions on Property Damage Claims	.5
8-16-17	Draft Jury Instructions on Punitive Damage Claims	1.5
8-16-17	Draft General Jury Instructions	.5
9-14-17	MIL draft to Exclude Expert Rosenthal	3.0
	Total Hours x's \$275 per hour (reduced)	10.5
	Total Fees	\$2,887.50
	Total attorneys fees and costs thru 9-15-17	\$2,887.50

VANNAH & VANNAH

AN ASSOCIATION OF ATTORNEYS
INCLUDING PROFESSIONAL CORPORATIONS

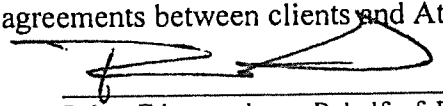
This agreement, made in duplicate this 29th day of November 2017, by and between Brian Edgeworth on Behalf of Edgeworth Family Trust and American Grating, hereinafter known as "Client" and Vannah & Vannah, hereinafter known as "Attorneys."

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

- (a) Initial Retainer Fee of \$9,250.00, which shall be the minimum fee charge regardless of the amount of hours billed or work performed.
- (b) \$925.00 an hour for attorney time for Robert D. Vannah and John B. Greene;
- (c) Client agrees that his attorneys will work to consummate a settlement of \$6,000,000.00 from the Viking entities and any settlement amount agreed to be paid by the Lange entity. Client also agrees that attorneys will work to reach an agreement amongst the parties to resolve all claims in the Lange and Viking litigation.

I have read this contract, have received a copy of it and agree to the terms and conditions. There are no other oral or written agreements between clients and Attorneys


ROBERT D. VANNAH, ESQ.


Brian Edgeworth on Behalf of Edgeworth Family Trust and American Grating

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

1 **ATLN**
DANIEL S. SIMON, ESQ.
2 Nevada Bar No. 4750
ASHLEY M. FERREL, ESQ.
3 Nevada Bar No. 12207
810 S. Casino Center Blvd.
4 Las Vegas, Nevada 89101
Telephone (702) 364-1650
5 lawyers@simonlawlv.com
Attorneys for Plaintiffs
6

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 EDGEWORTH FAMILY TRUST; and)
10 AMERICAN GRATING, LLC.;)
Plaintiffs,)
11 vs.)
12 LANGE PLUMBING, L.L.C.;)
13 THE VIKING CORPORATION,)
a Michigan corporation;)
14 SUPPLY NETWORK, INC., dba VIKING)
SUPPLYNET, a Michigan corporation;)
15 and DOES I through V and ROE)
CORPORATIONS VI through X, inclusive,)
16 Defendants.)
17

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

18 **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

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

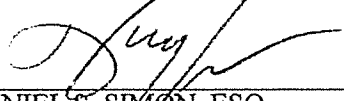
1 determined.

2 The Law Office of Daniel S. Simon claims a lien for a reasonable fee for the services rendered
3 by the Law Office of Daniel S. Simon on any settlement funds, plus outstanding court costs and out-
4 of-pocket costs currently in the amount of \$80,326.86 and which are continuing to accrue, as
5 advanced by the Law Office of Daniel S. Simon in an amount to be determined upon final resolution.
6 The above amount remains due, owing and unpaid, for which amount, plus interest at the legal rate,
7 lien is claimed.

8 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered
9 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,
10 or any other action, from the time of service of this notice.

11 Dated this 30th day of November, 2017.

12 THE LAW OFFICE OF DANIEL S. SIMON,
13 A PROFESSIONAL CORPORATION

14 
15 DANIEL S. SIMON, ESQ.
16 Nevada Bar No. 4750
17 ASHLEY M. FERREL, ESQ.
18 Nevada Bar No. 12207
19 SIMON LAW
20 810 South Casino Center Blvd.
21 Las Vegas, Nevada 89101
22
23
24
25
26
27
28

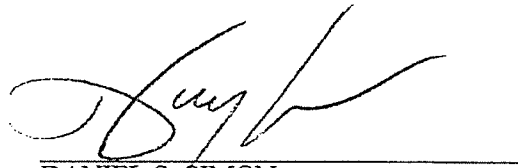
SIMON LAW
810 S. Casino Center Blvd.
Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

1 STATE OF NEVADA)
2) ss.
3 COUNTY OF CLARK)


4 DANIEL S. SIMON, being first duly sworn, deposes and says:

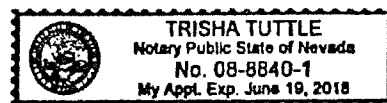
5 That he is the attorney who has at all times represented EDGEWORTH FAMILY TRUST and
6 AMERICAN GRATING, LLC., as counsel from May 1, 2016, until present, in its claims for damages
7 resulting from the April 16, 2016, sprinkler failure that caused substantial damage to the Edgeworth
8 residence located 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

26
27
28

Notary Public



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

CERTIFICATE OF 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:

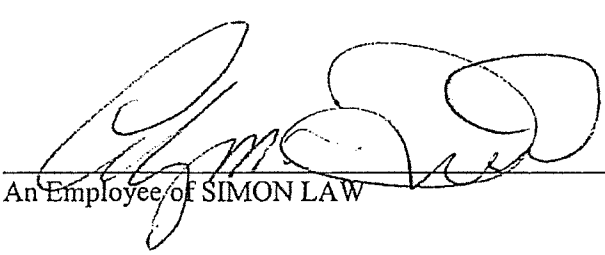
Theodore Parker, III, Esq.
PARKER NELSON & ASSOCIATES
2460 Professional Court, Ste. 200
Las Vegas, NV 89128
Attorney for Defendant
Lange Plumbing, LLC

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

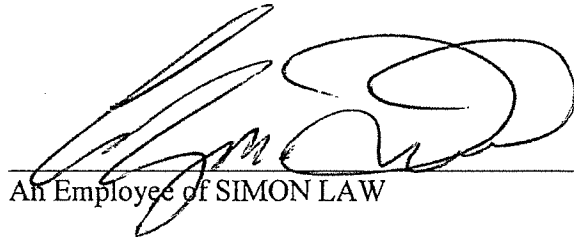

An Employee of SIMON LAW

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

CERTIFICATE OF MAIL

I hereby certify that on this 1st day of December, 2017, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth
645 Saint Croix Street
Henderson, Nevada 89012



An Employee of SIMON LAW

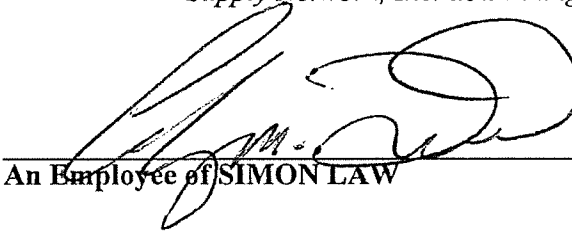
SIMON LAW
810 S. Casino Center Blvd.
Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

CERTIFICATE OF MAIL

I hereby certify that on this 13th day of December, 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:

Bob Paine
Zurich North American Insurance Company
10 S. Riverside Plz.
Chicago, IL 60606
Claims Adjustor for
Zurich North American Insurance Company

Daniel Polsenberg, Esq.
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

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Edgeworth Family Trust
645 Saint Croix St.
Henderson, NV 89012



9590 9402 2854 7069 0893 09

Article Number (Transfer from service label)

115 1520 0001 4968 1730

Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Joel Henrich, Esq.
Lewis Roca Rothgerber
Christie
3993 Howard Hughes Parkway
Ste. 6000
Las Vegas, NV. 89169



9590 9402 2854 7069 0893 23

Article Number (Transfer from service label)

005 1160 0003 6591 2392

Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*
B. Received by (Printed Name) *H0*
C. Date of Delivery *12-6-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*
B. Received by (Printed Name) *F. RASINI*
C. Date of Delivery *12-6-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Brian & Angela Edgeworth
645 Saint Croix St.
Henderson, NV. 89012



9590 9402 2854 7069 0886 85

Article Number (Transfer from service label)

7005 1160 0003 6591 2385

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

American Grating
1191 Center Point Drive
Ste. A
Henderson, NV 89074



9590 9402 2854 7069 0892 93

Article Number (Transfer from service label)

7008 3230 0001 1011 3509

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*
B. Received by (Printed Name) *Edgeworth*
C. Date of Delivery *12-4-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*
B. Received by (Printed Name) *Barry Robinson*
C. Date of Delivery *12-4-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to: Angela Bullock Winsale Insurance Comp. 222 Edward Holland Dr. Ste 600 Richmond VA 23130</p> <p>9590 9402 2854 7069 0893 54</p> <p>Article Number (Transfer from service label) 7015 1520 0001 4968 140</p> <p>S Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>1. Article Addressed to: Randolph Sinnott, Esq. Sinnott, Puebla, Campagne # Curex 550 S. Hope Street, Ste. 2350 Los Angeles, CA. 900 71</p> <p>9590 9402 2854 7069 0893 47</p> <p>Article Number (Transfer from service label) 7015 1520 0001 4968 1389</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	
<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (over \$500)</p> <p>4. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>		<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (over \$500)</p> <p>4. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>5. Signature X <i>Rose Hill</i></p> <p>6. Received by (Printed Name) C. Date of Delivery</p>		<p>5. Signature X <i>Rose Hill</i></p> <p>6. Received by (Printed Name) C. Date of Delivery</p>	
<p>7. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>		<p>7. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to: Michael J. Nunez, Esq. Murchison & Cumming, LLP 350 S. Rampart Blvd. Ste. 320 Las Vegas, NV. 89145</p> <p>9590 9402 2854 7069 0886 61</p> <p>Article Number (Transfer from service label) 7015 1520 0001 4968 1396</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>1. Article Addressed to: Michael J. Nunez, Esq. Murchison & Cumming, LLP 350 S. Rampart Blvd. Ste. 320 Las Vegas, NV. 89145</p> <p>9590 9402 2854 7069 0886 61</p> <p>Article Number (Transfer from service label) 7015 1520 0001 4968 1396</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	
<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (over \$500)</p> <p>4. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>		<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (over \$500)</p> <p>4. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>5. Signature X <i>Michael J. Nunez</i></p> <p>6. Received by (Printed Name) C. Date of Delivery</p>		<p>5. Signature X <i>Michael J. Nunez</i></p> <p>6. Received by (Printed Name) C. Date of Delivery</p>	
<p>7. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>		<p>7. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	

WA00042

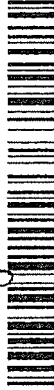
09NEH0000027

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet C. Pancaast, Esq.
Cisneros & Marias
1160 N. Town Center Dr. Ste. 130
Las Vegas NV 89144



9590 9402 2854 7069 0886 54

2. Article Number (Transfer from service label)

7005 1160 0003 6591 2354

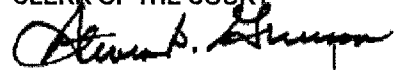
PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input type="checkbox"/> Agent
		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
	12/2/13	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Collect on Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt



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 AMENDED ATTORNEY'S LIEN

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

26 That the undersigned claims a total lien, in the amount of \$2,345,450.00, less payments made
27 in the sum of \$367,606.25 for a final lien for attorney's fees in the sum of \$1,977,843.80, pursuant
28 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

WA00044

SIMONEH0000029

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

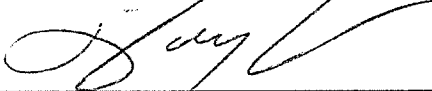
1 rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office
2 of Daniel S. Simon in the sum of \$76,535.93, which remains outstanding.

3 The Law Office of Daniel S. Simon claims a lien in the above amount, which is a reasonable
4 fee for the services rendered by the Law Office of Daniel S. Simon on any settlement funds, plus
5 outstanding court costs and out-of-pocket costs currently in the amount of \$76,535.93, and which are
6 continuing to accrue, as advanced by the Law Office of Daniel S. Simon in an amount to be
7 determined upon final resolution. The above amount remains due, owing and unpaid, for which
8 amount, plus interest at the legal rate, lien is claimed.

9 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered
10 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,
11 or any other action, from the time of service of this notice.

12 Dated this 2nd day of January, 2018.

13 THE LAW OFFICE OF DANIEL S. SIMON,
14 A PROFESSIONAL CORPORATION

15 

16 DANIEL S. SIMON, ESQ.

17 Nevada Bar No. 4750

18 ASHLEY M. FERREL, ESQ.

19 Nevada Bar No. 12207

20 810 South Casino Center Blvd.

21 Las Vegas, Nevada 89101

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

CERTIFICATE OF E-SERVICE & U.S. MAIL

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 2nd day of January,

2018, I served the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return

Receipt Requested:


Theodore Parker, III, Esq.
PARKER NELSON & ASSOCIATES
2460 Professional Court, Ste. 200
Las Vegas, NV 89128
Attorney for Defendant
Lange Plumbing, LLC

Michael J. Nunez, Esq.
MURCHISON & CUMMING, LLP
350 S. Rampart Blvd., Ste. 320
Las Vegas, NV 89145
Attorney for Third Party Defendant
Giberti Construction, LLC

Janet C. Pancoast, Esq.
CISNEROS & MARIAS
1160 N. Town Center Dr., Suite 130
Las Vegas, NV 89144
Attorney for Defendant
The Viking Corporation and
Supply Network, Inc. dba Viking Supplynet

Randolph P. Sinnott, Esq.
SINNOTT, PUEBLA, CAMPAGNE
& CURET, APLC
550 S. Hope Street, Ste. 2350
Los Angeles, CA 90071
Attorney for Zurich American Insurance Co.

Angela Bullock
Kinsale Insurance Company
2221 Edward Holland Drive, Ste. 600
Richmond, VA 23230
Senior Claims Examiner for
Kinsale Insurance Company


An Employee of SIMON LAW

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

CERTIFICATE OF U.S. MAIL

I hereby certify that on this 2nd day of January, 2018, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth
645 Saint Croix Street
Henderson, Nevada 89012


American Grating
1191 Center point Drive, Ste. A
Henderson, NV 89074

Edgeworth Family Trust
645 Saint Croix Street
Henderson, Nevada 89012

Robert Vannah, Esq.
VANNAH & VANNAH
400 South Seventh Street, Ste. 400
Las Vegas, NV 89101

Bob Paine
Zurich North American Insurance Company
10 S. Riverside Plz.
Chicago, IL 60606
Claims Adjustor for
Zurich North American Insurance Company

Joel Henriod, Esq.
Lewis Roca Rothgerber Christie
3993 Howard Hughes Parkway, Ste. 600
Las Vegas, NV 89169
The Viking Corporation and
Supply Network, Inc. dba Viking Supplynet


An Employee of SIMON LAW

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Article Addressed to:

American Grating
1191 Center Point Dr.
Ste. #
Henderson, NV 89074

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Article Addressed to:

Robert Vannah, Esq.
Vannah & Vannah
400 S. Seventh St., Ste.
Las Vegas, NV. 89101

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Article Addressed to:

Brian & Angela Edgeworth
645 Saint Croix St.
Henderson, NV 89012

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Article Addressed to:

Edgeworth Family Trust
645 Saint Croix St.
Henderson, NV. 89012

9590 9402 2854 7069 0807 40

Article Number (Transfer from service label)
7017 1450 0001 0575 6335

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 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
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Article Addressed to:

Michael Nunez, Esq.
 Churchison & Commings
 50 S. Rampart, Ste. 300
 Las Vegas, NV 89145



590 9402 2854 7069 0892 86

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Article Addressed to:

Michael Sinnott, Esq.
 Sinnott, Reels, Campaigne
 Suret, APC
 50 S. Hope St., Ste. 2350
 Los Angeles, CA 90071



590 9402 1294 5285 5765 01

Article Number (Transfer from service label)

17 1450 0001 0575 6250

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 If YES, enter delivery address below: ☐ No

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Domestic Return Receipt

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 If YES, enter delivery address below: ☐ No

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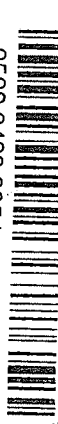
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Article Addressed to:

Joel Henrich, Esq.
 Lewis Roca Rothgerber
 Christie
 3993 Howard Hughes Parkway
 Ste. 600, Las Vegas, NV 89169



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Article Addressed to:

Theodore Parker, Esq.
 Parker Nelson & Associates
 2400 Professional Court
 Ste. 200
 Las Vegas, NV 89128



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Article Number (Transfer from service label)

17 1450 0001 0575 6281

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 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
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☐ Collect on Delivery Restricted Delivery
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 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

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1. Article Addressed to:

Janet Boncast, Esq.
 Cisneros & Marias
 1100 N. Town Center Dr.
 Ste. 130
 Las Vegas, NV 89144



9590 9402 2854 7069 0807 95

2. Article Number (Transfer from service label)

7017 1450 0001 0575 6298

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1. Article Addressed to:

Angela Bullock
 Kinsale Insurance Co.
 2021 Edward Holland Dr.
 Ste. 600
 Richmond, VA 23230



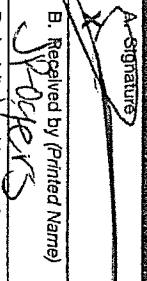
9590 9402 2854 7069 0892 79

2. Article Number (Transfer from service label)

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- A. Signature  ☐ Agent ☒ Addressee
 B. Received by (Printed Name) Janet Boncast C. Date of Delivery 0000
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
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☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

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COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☒ Addressee
 B. Received by (Printed Name) Angela Bullock C. Date of Delivery 0000
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

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SIMONEH0000035

Steven D. Grierson

VANNAH & VANNAH
400 South Seventh Street, 4th Floor • Las Vegas, Nevada 89101
Telephone (702) 369-4161 Facsimile (702) 369-0104

1 COMP
2 ROBERT D. VANNAH, ESQ.
3 Nevada Bar. No. 002503
4 JOHN B. GREENE, ESQ.
5 Nevada Bar No. 004279
6 VANNAH & VANNAH
7 400 South Seventh Street, 4th Floor
8 Las Vegas, Nevada 89101
9 Telephone: (702) 369-4161
10 Facsimile: (702) 369-0104
11 jgreene@vannahlaw.com

12 *Attorneys for Plaintiffs*

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 EDGEWORTH FAMILY TRUST; AMERICAN
16 GRATING, LLC,

17 Plaintiffs,

18 vs.

19 DANIEL S. SIMON, d/b/a SIMON LAW; DOES
20 I through X, inclusive, and ROE
21 CORPORATIONS I through X, inclusive,

22 Defendants.

CASE NO.: A-18-767242-C
DEPT NO.: Department 14

COMPLAINT

23 Plaintiffs EDGEWORTH FAMILY TRUST (EFT) and AMERICAN GRATING, LLC
24 (AGL), by and through their undersigned counsel, ROBERT D. VANNAH, ESQ., and JOHN B.
25 GREENE, ESQ., of VANNAH & VANNAH, and for their causes of action against Defendants,
26 complain and allege as follows:

27 1. At all times relevant to the events in this action, EFT is a legal entity organized
28 under the laws of Nevada. Additionally, at all times relevant to the events in this action, AGL is a
domestic limited liability company organized under the laws of Nevada. At times, EFT and AGL
are referred to as PLAINTIFFS.

2. PLAINTIFFS are informed, believe, and thereon allege that Defendant DANIEL S. SIMON (SIMON) is an attorney licensed to practice law in the State of Nevada and doing business as SIMON LAW.

3. The true names of DOES I through X, their citizenship and capacities, whether individual, corporate, associate, partnership or otherwise, are unknown to PLAINTIFFS who therefore sue these defendants by such fictitious names. PLAINTIFFS are informed, believe, and thereon allege that each of the Defendants, designated as DOES I through X, are or may be, legally responsible for the events referred to in this action, and caused damages to PLAINTIFFS, as herein alleged, and PLAINTIFFS will ask leave of this Court to amend the Complaint to insert the true names and capacities of such Defendants, when the same have been ascertained, and to join them in this action, together with the proper charges and allegations.

4. That the true names and capacities of Defendants named herein as ROE CORPORATIONS I through X, inclusive, are unknown to PLAINTIFFS, who therefore sue said Defendants by such fictitious names. PLAINTIFF are informed, believe, and thereon allege that each of the Defendants designated herein as a ROE CORPORATION Defendant is responsible for the events and happenings referred to and proximately caused damages to PLAINTIFFS as alleged herein. PLAINTIFFS ask leave of the Court to amend the Complaint to insert the true names and capacities of ROE CORPORATIONS I through X, inclusive, when the same have been ascertained, and to join such Defendants in this action.

5. DOES I through V are Defendants and/or employers of Defendants who may be liable for Defendant's negligence pursuant to N.R.S. 41.130, which states:

[e]xcept as otherwise provided in N.R.S. 41.745, whenever any person shall suffer personal injury by wrongful act, neglect or default of another, the person causing the injury is liable to the person injured for damages; and where the person causing the injury is employed by another person or corporation responsible for his conduct, that person or corporation so responsible is liable to the person injured for damages.

6. Specifically, PLAINTIFFS allege that one or more of the DOE Defendants was and is liable to PLAINTIFFS for the damages they sustained by SIMON'S breach of the contract for services and the conversion of PLAINTIFFS personal property, as herein alleged.

7. ROE CORPORATIONS I through V are entities or other business entities that participated in SIMON'S breach of the oral contract for services and the conversion of PLAINTIFFS personal property, as herein alleged.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

8. On or about May 1, 2016, PLAINTIFFS retained SIMON to represent their interests following a flood that occurred on April 10, 2016, in a home under construction that was owned by PLAINTIFFS. That dispute was subject to litigation in the 8th Judicial District Court as Case Number A-16-738444-C (the LITIGATION), with a trial date of January 8, 2018. A settlement in favor of PLAINTIFFS for a substantial amount of money was reached with defendants prior to the trial date.

9. At the outset of the attorney-client relationship, PLAINTIFFS and SIMON orally agreed that SIMON would be paid for his services at an hourly rate of \$550 and that fees and costs would be paid as they were incurred (the CONTRACT). The terms of the CONTRACT were never reduced to writing.

10. Pursuant to the CONTRACT, SIMON sent invoices to PLAINTIFFS on December 16, 2016, May 3, 2017, August 16, 2017, and September 25, 2017. The amount of fees and costs SIMON billed PLAINTIFFS totaled \$486,453.09. PLAINTIFFS paid the invoices in full to SIMON. SIMON also submitted an invoice to PLAINTIFFS in October of 2017 in the amount of \$72,000. However, SIMON withdrew the invoice and failed to resubmit the invoice to PLAINTIFFS, despite a request to do so. It is unknown to PLAINTIFFS whether SIMON ever disclosed the final invoice to the defendants in the LITIGATION or whether he added those fees and costs to the mandated computation of damages.

1 11. SIMON was aware that PLAINTIFFS were required to secure loans to pay
2 SIMON'S fees and costs in the LITIGATION. SIMON was also aware that the loans secured by
3 PLAINTIFFS accrued interest.

4 12. As discovery in the underlying LITIGATION neared its conclusion in the late fall
5 of 2017, and thereafter blossomed from one of mere property damage to one of significant and
6 additional value, SIMON approached PLAINTIFFS with a desire to modify the terms of the
7 CONTRACT. In short, SIMON wanted to be paid far more than \$550.00 per hour and the
8 \$486,453.09 he'd received from PLAINTIFFS over the previous eighteen (18) months. However,
9 neither PLAINTIFFS nor SIMON agreed on any terms.

10 13. On November 27, 2017, SIMON sent a letter to PLAINTIFFS setting forth
11 additional fees in the amount of \$1,114,000.00, and costs in the amount of that \$80,000.00, that he
12 wanted to be paid in light of a favorable settlement that was reached with the defendants in the
13 LITIGATION. The proposed fees and costs were in addition to the \$486,453.09 that PLAINTIFFS
14 had already paid to SIMON pursuant to the CONTRACT, the invoices that SIMON had presented
15 to PLAINTIFFS, the evidence produced to defendants in the LITIGATION, and the amounts set
16 forth in the computation of damages disclosed by SIMON in the LITIGATION.

17 14. A reason given by SIMON to modify the CONTRACT was that he purportedly
18 under billed PLAINTIFFS on the four invoices previously sent and paid, and that he wanted to go
19 through his invoices and create, or submit, additional billing entries. According to SIMON, he
20 under billed in the LITIGATION in an amount in excess of \$1,000,000.00. An additional reason
21 given by SIMON was that he felt his work now had greater value than the \$550.00 per hour that
22 was agreed to and paid for pursuant to the CONTRACT. SIMON prepared a proposed settlement
23 breakdown with his new numbers and presented it to PLAINTIFFS for their signatures.

24 15. Some of PLAINTIFFS' claims in the LITIGATION were for breach of contract and
25 indemnity, and a material part of the claim for indemnity against Defendant Lange was the fees
26
27
28

1 and costs PLAINTIFFS were compelled to pay to SIMON to litigate and be made whole following
2 the flooding event.

3 16. In support of PLAINTIFFS' claims in the LITIGATION, and pursuant to NRCP
4 16.1, SIMON was required to present prior to trial a computation of damages that PLAINTIFFS
5 suffered and incurred, which included the amount of SIMON'S fees and costs that PLAINTIFFS
6 paid. There is nothing in the computation of damages signed by and served by SIMON to reflect
7 fees and costs other than those contained in his invoices that were presented to and paid by
8 PLAINTIFFS. Additionally, there is nothing in the evidence or the mandatory pretrial disclosures
9 in the LITIGATION to support any additional attorneys' fees generated by or billed by SIMON, let
10 alone those in excess of \$1,000,000.00.

11
12 17. Brian Edgeworth, the representative of PLAINTIFFS in the LITIGATION, sat for a
13 deposition on September 27, 2017. Defendants' attorneys asked specific questions of Mr.
14 Edgeworth regarding the amount of damages that PLAINTIFFS had sustained, including the
15 amount of attorneys fees and costs that had been paid to SIMON. At page 271 of that deposition, a
16 question was asked of Mr. Edgeworth as to the amount of attorneys' fees that PLAINTIFFS had
17 paid to SIMON in the LITIGATION prior to May of 2017. At lines 18-19, SIMON interjected:
18 "They've all been disclosed to you." At lines 23-25, SIMON further stated: "The attorneys' fees
19 and costs for both of these plaintiffs as a result of this claim have been disclosed to you long ago."
20 Finally, at page 272, lines 2-3, SIMON further admitted concerning his fees and costs: "And
21 they've been updated as of last week."

22 18. Despite SIMON'S requests and demands for the payment of more in fees,
23 PLAINTIFFS refuse, and continue to refuse, to alter or amend the terms of the CONTRACT.

24 19. When PLAINTIFFS refused to alter or amend the terms of the CONTRACT,
25 SIMON refused, and continues to refuse, to agree to release the full amount of the settlement
26 proceeds to PLAINTIFFS. Additionally, SIMON refused, and continues to refuse, to provide
27
28

1 PLAINTIFFS with either a number that reflects the undisputed amount of the settlement proceeds
2 that PLAINTIFFS are entitled to receive or a definite timeline as to when PLAINTIFFS can
3 receive either the undisputed number or their proceeds.

4 20. PLAINTIFFS have made several demands to SIMON to comply with the
5 CONTRACT, to provide PLAINTIFFS with a number that reflects the undisputed amount of the
6 settlement proceeds, and/or to agree to provide PLAINTIFFS settlement proceeds to them. To
7 date, SIMON has refused.

8
9 **FIRST CLAIM FOR RELIEF**

10 **(Breach of Contract)**

11 21. PLAINTIFFS repeat and reallege each allegation set forth in paragraphs 1 through
12 20 of this Complaint, as though the same were fully set forth herein.

13 22. PLAINTIFFS and SIMON have a CONTRACT. A material term of the
14 CONTRACT is that SIMON agreed to accept \$550.00 per hour for his services rendered. An
15 additional material term of the CONTRACT is that PLAINTIFFS agreed to pay SIMON'S
16 invoices as they were submitted. An implied provision of the CONTRACT is that SIMON owed,
17 and continues to owe, a fiduciary duty to PLAINTIFFS to act in accordance with PLAINTIFFS
18 best interests.
19

20 23. PLAINTIFFS and SIMON never contemplated, or agreed in the CONTRACT, that
21 SIMON would have any claim to any portion of the settlement proceeds from the LITIGATION.

22 24. PLAINTIFFS paid in full and on time all of SIMON'S invoices that he submitted
23 pursuant to the CONTRACT.
24

25 25. SIMON'S demand for additional compensation other than what was agreed to in the
26 CONTRACT, and than what was disclosed to the defendants in the LITIGATION, in exchange for
27 PLAINTIFFS to receive their settlement proceeds is a material breach of the CONTRACT.
28

1 26. SIMON'S refusal to agree to release all of the settlement proceeds from the
2 LITIGATION to PLAINTIFFS is a breach of his fiduciary duty and a material breach of the
3 CONTRACT.

4 27. SIMON'S refusal to provide PLAINTIFFS with either a number that reflects the
5 undisputed amount of the settlement proceeds that PLAINTIFFS are entitled to receive or a
6 definite timeline as to when PLAINTIFFS can receive either the undisputed number or their
7 proceeds is a breach of his fiduciary duty and a material breach of the CONTRACT.

8 28. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS
9 incurred compensatory and/or expectation damages, in an amount in excess of \$15,000.00.

10 29. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS
11 incurred foreseeable consequential and incidental damages, in an amount in excess of \$15,000.00.

12 30. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS have
13 been required to retain an attorney to represent their interests. As a result, PLAINTIFFS are
14 entitled to recover attorneys' fees and costs.

15 **SECOND CLAIM FOR RELIEF**

16 **(Declaratory Relief)**

17 31. PLAINTIFFS repeat and reallege each allegation and statement set forth in
18 Paragraphs 1 through 30, as set forth herein.

19 32. PLAINTIFFS orally agreed to pay, and SIMON orally agreed to receive, \$550.00
20 per hour for SIMON'S legal services performed in the LITIGATION.

21 33. Pursuant to four invoices, SIMON billed, and PLAINTIFFS paid, \$550.00 per hour
22 for a total of \$486,453.09, for SIMON'S services in the LITIGATION.

23 34. Neither PLAINTIFFS nor SIMON ever agreed, either orally or in writing, to alter or
24 amend any of the terms of the CONTRACT.

1 35. The only evidence that SIMON produced in the LITIGATION concerning his fees
2 are the amounts set forth in the invoices that SIMON presented to PLAINTIFFS, which
3 PLAINTIFFS paid in full.

4 36. SIMON admitted in the LITIGATION that the full amount of his fees incurred in
5 the LITIGATION was produced in updated form on or before September 27, 2017. The full
6 amount of his fees, as produced, are the amounts set forth in the invoices that SIMON presented to
7 PLAINTIFFS and that PLAINTIFFS paid in full.

8 37. Since PLAINTIFFS and SIMON entered into a CONTRACT; since the
9 CONTRACT provided for attorneys' fees to be paid at \$550.00 per hour; since SIMON billed, and
10 PLAINTIFFS paid, \$550.00 per hour for SIMON'S services in the LITIGATION; since SIMON
11 admitted that all of the bills for his services were produced in the LITIGATION; and, since the
12 CONTRACT has never been altered or amended by PLAINTIFFS, PLAINTIFFS are entitled to
13 declaratory judgment setting forth the terms of the CONTRACT as alleged herein, that the
14 CONTRACT has been fully satisfied by PLAINTIFFS, that SIMON is in material breach of the
15 CONTRACT, and that PLAINTIFFS are entitled to the full amount of the settlement proceeds.

16 **THIRD CLAIM FOR RELIEF**

17 **(Conversion)**

18 38. PLAINTIFFS repeat and reallege each allegation and statement set forth in
19 Paragraphs 1 through 37, as set forth herein.

20 39. Pursuant to the CONTRACT, SIMON agreed to be paid \$550.00 per hour for his
21 services, nothing more.

22 40. SIMON admitted in the LITIGATION that all of his fees and costs incurred on or
23 before September 27, 2017, had already been produced to the defendants.

1 41. The defendants in the LITIGATION settled with PLAINTIFFS for a considerable
2 sum. The settlement proceeds from the LITIGATION are the sole property of PLAINTIFFS.

3 42. Despite SIMON'S knowledge that he has billed for and been paid in full for his
4 services pursuant to the CONTRACT, that PLAINTIFFS were compelled to take out loans to pay
5 for SIMON'S fees and costs, that he admitted in court proceedings in the LITIGATION that he'd
6 produced all of his billings through September of 2017, SIMON has refused to agree to either
7 release all of the settlement proceeds to PLAINTIFFS or to provide a timeline when an undisputed
8 amount of the settlement proceeds would be identified and paid to PLAINTIFFS.
9

10 43. SIMON'S retention of PLAINTIFFS' property is done intentionally with a
11 conscious disregard of, and contempt for, PLAINTIFFS' property rights.
12

13 44. SIMON'S intentional and conscious disregard for the rights of PLAINTIFFS rises
14 to the level of oppression, fraud, and malice, and that SIMON has also subjected PLAINTIFFS to
15 cruel, and unjust, hardship. PLAINTIFFS are therefore entitled to punitive damages, in an amount
16 in excess of \$15,000.00.
17

18 45. As a result of SIMON'S intentional conversion of PLAINTIFFS' property,
19 PLAINTIFFS have been required to retain an attorney to represent their interests. As a result,
20 PLAINTIFFS are entitled to recover attorneys' fees and costs.
21

22 **PRAYER FOR RELIEF**

23 Wherefore, PLAINTIFFS pray for relief and judgment against Defendants as follows:

- 24 1. Compensatory and/or expectation damages in an amount in excess of \$15,000;
25 2. Consequential and/or incidental damages, including attorney fees, in an amount in
26 excess of \$15,000;
27 3. Punitive damages in an amount in excess of \$15,000;
28 4. Interest from the time of service of this Complaint, as allowed by N.R.S. 17.130;

VANNAH & VANNAH
400 South Seventh Street, 4th Floor • Las Vegas, Nevada 89101
Telephone (702) 369-4161 Facsimile (702) 369-0104

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5. Costs of suit; and,

6. For such other and further relief as the Court may deem appropriate.

DATED this 3 day of January, 2018.

VANNAH & VANNAH


ROBERT D. VANNAH, ESQ. (4272)

VANNAH & VANNAH
AN ASSOCIATION OF ATTORNEYS
INCLUDING PROFESSIONAL CORPORATIONS

January 4, 2018

VIA EMAIL: sguindy@bankofnevada.com

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

Re: Joint Trust Account

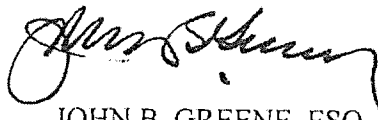
Dear Ms. Guindy:

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

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

Sincerely,

VANNAH & VANNAH





JOHN B. GREENE, ESQ.

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

Name Robert Vannah & Daniel Simon 94-177/1224
Account No 8487284141 Date 1-18-18 2130

Pay to the Order of American Grating, LLC \$3,950,561.²⁷
Three million nine hundred fifty thousand five hundred Dollars
sixty one and 27/100

 BANK OF NEVADA
A Division of Western Alliance Bank, Member FDIC
(877) 290-2265

For Viking Settlement 

⑆122401778⑆ 8487284141⑆

Holland Clark INTOUCH'S CUSTOM CREATIONS

WA00062

SIMONEH0000453

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, resolve 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.

1. I was engaged and testified as an expert in:

Renown Health, et al. v. Holland & Hart, Anderson
Second Judicial District Court Case No. CV14-02049
Reno, Nevada

Report April 2016; Rebuttal Report June 2016

Deposition Testimony August 2016; Trial testimony October 2016

2. I was engaged and prepared a report in:

Marjorie Belsky, M.D., Inc. d/b/a Integrated Pain Specialists v. Keen Ellsworth, Ellsworth & Associates, Ltd. d/b/a Affordable Legal; Ellsworth & Bennion, Chtd.
Case No. A-16-737889-C

Report December 2016.

COMPENSATION.

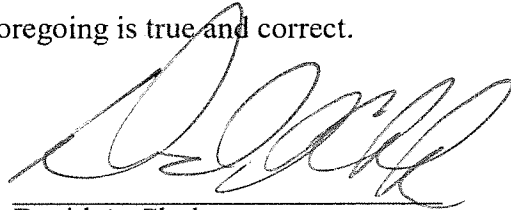
For this report, I charged an hourly rate is \$350.00.

DECLARATION

I am over the age of 18 and competent to testify to the opinions stated herein. I have personal knowledge of the facts herein based on my review of the materials referenced herein. I am competent to testify to my opinions expressed in this Declaration.

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

Date: January 18, 2018

A handwritten signature in black ink, appearing to read 'David A. Clark', written over a horizontal line.

David A. Clark

David A. Clark

Lipson | Neilson

9900 Covington Cove Drive, Suite 120

Las Vegas, Nevada 89144-7052 (702) 382-1500 – office

(702) 382-1512 – fax

(702) 561-8445 – cell

dclark@lisponneilson.com

Biographical Summary

For 15 years, Mr. Clark was a prosecutor in the Office of Bar Counsel, culminating in five years as Bar Counsel. Mr. Clark prosecuted personally more than a thousand attorney grievances from investigation through trial and appeal, along with direct petitions to the Supreme Court for emergency suspensions and reciprocal discipline. Two of his cases resulted in reported decisions, *In re Discipline of Droz*, 123 Nev. 163, 160 P.3d 881 (2007) and *In re Discipline of Lerner*, 124 Nev. 1232, 197 P.3d 1067 (2008).

Mr. Clark established the training regimen and content for members of the Disciplinary Boards, which hears discipline prosecutions. He proposed and obtained numerous rule changes to Nevada Rules of Professional Conduct and the Supreme Court Rules governing attorney discipline. He drafted the first-ever Discipline Rules of Procedure that were adopted by a task force and the Board of Governors in July 2014.

Mr. Clark has presented countless CLE-accredited seminars on all aspects of attorney ethics for the State Bar of Nevada, the Clark County Bar Assn., the National Organization of Bar Counsel (NOBC), the National Assn. of Bar Executives (NABE), and the Association of Professional Responsibility Lawyers (APRL). He has spoken on ethics and attorney discipline before chapters of paralegal groups and SIU fraud investigators, as well as in-house for the Nevada Attorney General's office and the Clark County District Attorney.

Mr. Clark received his Juris Doctor from Loyola Law School of Los Angeles following a B.S. in Political Science from Claremont McKenna College. He is admitted in Nevada and California (inactive), the District of Nevada, the Central District of California, the Ninth Circuit Court of Appeals, and the United States Supreme Court.

Work Experience

August 2015 - present

Lipson | Neilson

9900 Covington Cove Drive, Suite 120

Las Vegas, Nevada 89144-7052

Partner

November 2000 –
July, 2015

**Office of Bar Counsel
State Bar of Nevada**

January 2011 -
July 2015

Bar Counsel

May 2007 -
December 2010

Deputy Bar Counsel/
General Counsel to Board of Governors

April 2010 -
September 2010

Acting Director of Admissions

January 2007 -
May 2007

Acting Bar Counsel

November 2000 -
December 2006

Assistant Bar Counsel

May 1997 –
October 2000

Stephenson & Dickinson
Litigation Associate Attorney

November 1996 -
May 1997

Earley & Dickinson
Litigation Associate Attorney

April 1995 -
August 1996

Thorndal, Backus, Armstrong & Balkenbush
Litigation Associate Attorney

May 1992 -
March 1995

Brown & Brown
Associate Attorney

September 1990 -

Gold, Marks, Ring & Pepper (California) March 1992
Litigation Associate Attorney

Education

1987 - 1990

Loyola of Los Angeles Law School
Juris Doctor

1980 – 1985

Claremont McKenna College (CA) *B.S., Political Science*

Expert Retention and Testimony

1. *Renown Health, et al. v. Holland & Hart, Anderson*
Second Judicial District Court Case No. CV14-02049
Reno, Nevada

Report April 2016; Rebuttal Report June 2016
Deposition Testimony August 2016; Trial testimony October 2016

2. *Marjorie Belsky, M.D., Inc. d/b/a Integrated Pain Specialists v. Keen Ellsworth, Ellsworth & Associates, Ltd. d/b/a Affordable Legal; Ellsworth & Bennion, Chtd.*
Case No. A-16-737889-C

Report December 2016.

Reported Decisions

In re Discipline of Droz, 123 Nev. 163, 160 P.3d 881 (2007) (Authority of Supreme Court to discipline non-Nevada licensed attorney).

In re Discipline of Lerner, 124 Nev. 1232, 197 P.3d 1067 (2008) (Only third Nevada case defining practice of law).

Recent Continuing Legal Education Taught

Office of Bar Counsel 2011 – 2015	Training of New Discipline Board members (twice yearly)
2011 SBN Family Law Conf. March 2011	Ethics and Malpractice
2011 State Bar Annual Meeting June 2011	Breach or No Breach: Questions in Ethics
Nevada Paralegal Assn./SBN April 2012	Crossing the UPL Line: What Attorneys Should Not Delegate to Assistants
2012 State Bar Annual Meeting July 2012	Lawyers and Loan Modifications: Perfect Storm or Perfect Solution
State Bar Ethics Year in Review December 2012	How Not to Leave a Firm
State Bar of Nevada June 2013	Ethics in Discovery
2013 State Bar Annual Meeting July 2013	Practice like an Attorney, not a Respondent

	Ethical Issues in Law Practice Promotion (Advertising)
	Going Solo: Building and Marketing Your Firm
Nevada Attorney General December 2013	Civility and Professionalism
Clark County Bar Assn. June 2014	Legal Ethics: Current Trends
UNLV Boyd School of Law July 2014	Discipline Process
2014 NV Prosecutors Conf. September 2014	Unauthorized Practice of Law
State Bar of Nevada November 2014	Let's Be Blunt: Ethics of Medical Marijuana
State Bar Ethics Year in Review December 2014	Ethics, civility, discipline process
LV Valley Paralegal Assn. Annual Meeting, April 2015	Paralegal Ethics
UNLV Boyd SOL May 2015	Navigating the Potholes: Attorney Ethics of Medical Marijuana
Assn. of Professional Responsibility Lawyers (APRL) February 2016 Mid-Year Mtg.	Patently different? Duty of Disclosure under USPTO and State Law (Panel member)
The Seminar Group July 2017	Medical & Recreational Marijuana in Nevada
State Bar of Nevada SMOLO Institute October 2017	Attorney-Client Confidentiality

Press Appearances

May 8, 2014 Channel 3 (Las Vegas)	Ralston Report. Ethics of attorneys owning medical marijuana businesses.
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Practice Areas

Insurance and Commercial Litigation, Legal Malpractice, Ethics, Discipline Defense.

ORIGINAL

Electronically Filed
1/24/2018 10:39 AM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson

James R. Christensen Esq.
Nevada Bar No. 3861
JAMES R. CHRISTENSEN PC
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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 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.

Case No.: A738444

Dept. No.: 10

**MOTION TO ADJUDICATE
ATTORNEY LIEN OF THE LAW
OFFICE DANIEL SIMON PC;
ORDER SHORTENING TIME**


Date of Hearing:

Time of Hearing:

DEPARTMENT X
NOTICE OF HEARING
DATE 1/30/18 TIME 9:30
APPROVED BY JD

1 The LAW OFFICE OF DANIEL S. SIMON, P.C. moves the Court for an
2 Order adjudicating its attorney lien on shortened time.

3 DATED this 23rd day of January, 2018.

4
5 
6 James R. Christensen Esq.
7 Nevada Bar No. 3861
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9 601 S. Sixth Street
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11 (702) 272-0406
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14 Attorney for LAW OFFICE OF
15 DANIEL S. SIMON, P.C.
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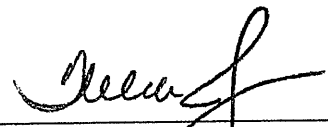
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ORDER SHORTENING TIME/NOTICE OF MOTION


Good cause appearing, it is hereby

ORDERED the Motion to Adjudicate Attorney Lien of the LAW OFFICE
OF DANIEL S. SIMON, P.C. may be heard on shortened time on the 30 day of
January, 2018, at the hour of 9:30, or as soon thereafter as counsel
may be heard, before Department 10 of the Eighth Judicial District Court.

DATED this 23 day of January, 2018.


DISTRICT COURT JUDGE
sw

Submitted by:


James R. Christensen Esq.
Nevada Bar No. 3861
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Attorney for LAW OFFICE OF DANIEL S. SIMON, P.C.

**DECLARATION OF COUNSEL IN SUPPORT OF
ORDER SHORTENING TIME**

1. I, JAMES R. CHRISTENSEN, make this Declaration of my own personal knowledge and under the penalty of perjury pursuant to NRS 53.045.

2. I represent the LAW OFFICE OF DANIEL S. SIMON, P.C. on the motion to adjudicate the attorney charging lien in this case.

3. The attorney lien statute provides for hearing a motion to adjudicate a charging lien on five days of notice. NRS 18.015(6).

4. The clients have alleged that they have suffered, and will suffer, damages from delay in settling the attorney fee. Accordingly, shortened time is requested to alleviate any potential resulting prejudice that the clients may claim caused by an alleged delay in settling the fee.

This motion is filed in good faith and not for any purpose of undue delay or harassment.

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

Dated this 18th day of January, 2018.



James R. Christensen

POINTS AND AUTHORITIES

I. INTRODUCTION

Danny and Eleya Simon were close family friends with Brian and Angela Edgeworth for many years. On April 10, 2016, a house Brian Edgeworth was building suffered a flood. In May of 2016, Mr. Simon agreed to help his friend with the flood claim. Because they were friends, Mr. Simon worked without an express fee agreement.

The plumber's work caused the flood, however, the plumber blamed a fire sprinkler and refused to repair or to pay for repairs. On June 16, 2016, a complaint was filed against the plumber and fire sprinkler manufacturer. The original cost of construction of the house was about \$3M. The case settled for \$6.1M¹.

There is a dispute over the reasonable fee due The Law Office of Daniel S. Simon, A Professional Corporation. This Court is respectfully requested to adjudicate the attorney's charging lien pursuant to NRS 18.015.

¹ Brian Edgeworth refused to pay a \$24,117.50 remediation contractor bill because the contractor did not have a signed contract. The settlement totals \$6,075,882.50; \$6.1M less the remediation bill.

II. THE CHARGING LIEN STATUE

A charging lien is a “creature of statute”. *Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish*, 216 P.3d 779, 782 (Nev. 2009).

The charging lien statute is NRS 18.015. NRS 18.015 was amended in 2013. The current version of the statute applies. The 2013 statute states in full:

NRS 18.015 Lien for attorney’s fees: Amount; perfection; enforcement.

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.

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

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.

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

1 4. A lien pursuant to:

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

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

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

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

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

20 (Added to NRS by 1977, 773; A 2013, 271)

21 **III. PRINCIPLES OF LAW**

22 The law office moves for adjudication of its charging lien. The following
23 principles of law apply:

- 24 • The Court has personal jurisdiction "to adjudicate a fee dispute based on a
25 charging lien". *Argentina*, 216 P.3d at 782-83.
- The Court has subject matter jurisdiction to adjudicate a fee dispute based on
 a charging lien. *Argentina*, 216 P.3d at 783.

- 1 • An attorney “shall have a lien” on a case they worked on for a client. NRS
2 18.015(1)(a).
- 3 • If there is no express contract, the charging lien is for a “reasonable fee”.
4 NRS 18.015(2); *Gordon v. Stewart*, 324 P.2d 234 (Nev. 1958); and, *see*,
5 *Golightly v. Gassner*, 281 P.3d 1176 (table) (Nev. 2009).
- 6 • A reasonable fee is determined by the factors in *Brunzell v. Golden Gate*
7 *Nat’l Bank*, 455 P.2d 31, 33-34 (Nev. 1969). *Argentina*, 216 P.3d at fn.2.
- 8 • A charging lien does not have to state an exact amount. *Golightly &*
9 *Vannah, PLLC v TJ Allen LLC*, 373 P.3d 103, at 106 (Nev. 2016).
- 10 • A charging lien is perfected by service on the client by certified mail, return
11 receipt requested. NRS 18.015(3).
- 12 • A charging lien attaches to money received after service of the lien. NRS
13 18.015(4)(a); *Golightly & Vannah*, 373 P.3d at 105 (a charging lien must be
14 perfected “before the attorney receives the funds”).
- 15 • An attorney **does not** violate a professional duty owed to a client by filing a
16 charging lien. NRS 18.015(5).
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- 1 • A charging lien may be adjudicated by the Court upon five days' notice.
2 NRS 18.015(6); and, *Leventhal*, 305 P.3d at 911 (timely adjudication allows
3 the court to determine the fee while "the attorney's performance is fresh in
4 its mind", and before "proceeds are distributed").
5
- 6 • A charging lien is not precluded, nor does it preclude, other remedies in a
7 fee dispute. NRS 18.015(7).

8 **IV. FACTS**

9 The Simon family met the Edgeworth family when their children went to the
10 same school. Over the years, the families became close. The children played
11 sports together, the families went on trips abroad together, and they helped each
12 other during difficult times.
13

14 The families knew the others background from their close relationship.
15 Danny Simon knew that Brian Edgeworth went to Harvard Business School; that
16 the Edgeworths founded Pediped Footwear, a successful shoe company with
17 production sites in Nevada and China and a worldwide retail presence; that the
18 Edgeworths' company, American Grating LLC, was a global manufacturer of
19 "fiberglass reinforced plastic" products used in settings from offshore oil to
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1 pedestrian walkways; and, that Brian Edgeworth was involved in construction,
2 including speculation houses.²

3 Brian Edgeworth knew that Danny Simon was a successful Las Vegas
4 attorney. Mr. Edgeworth understood that Mr. Simon almost exclusively took cases
5 on a contingency fee basis, and that Mr. Simon was comfortable waiting until the
6 end of a case to be paid in full, unlike the intellectual property and business
7 attorneys the Mr. Edgeworth commonly used.
8

9 **A. The Flood**

10 The house is in McDonald Ranch at 645 St. Croix. Brian Edgeworth built
11 the house as an investment.³ The general contractor on the build was Giberti
12 Construction LLC, who had built other speculation houses for Mr. Edgeworth.
13 Brian Edgeworth funded the build through his plastics company, American
14 Grating. The total cost of the build was about \$3.3M.⁴ The house was listed for
15 sale at \$5.5M.⁵ The house is not currently on the market.
16

17 Viking fire sprinklers were installed in the house by sub-contractor Lange
18 Plumbing & Fire Control. On April 10, 2016, during the build, a Viking fire
19 sprinkler(s) malfunctioned, which caused a destructive flood.
20
21

22
23

² The flooded house started as a speculation project.

24 ³ The Edgeworths currently live in the house.

25 ⁴ Exhibit 1; cost basis of speculation build.

⁵ Exhibit 2; MLS listing for 645 St. Croix.

1 Before the build began, Mr. Edgeworth decided to go without builder's
2 risk/course of construction insurance. Without insurance, Mr. Edgeworth looked
3 to Lange for repairs. Lange did not agree to repair, so Mr. Edgeworth asked his
4 friend for help.

5
6 Brian Edgeworth spoke with other attorneys, but wanted Danny Simon to
7 help him. In May of 2016, Mr. Simon agreed to lend a hand, and "send a few
8 letters".⁶

9
10 Danny Simon did not have a structured discussion with Brian Edgeworth
11 about the fee for the case.⁷ Mr. Simon worked without a written fee agreement.

12 Lange and Viking were intransigent. Brian Edgeworth paid the cost of
13 repair for the house, around \$500k; and, in December of 2016, a certificate of
14 occupancy was issued for the house.

15
16 On June 14, 2016, a complaint was filed against Lange and Viking.
17
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23 ⁶ See, e.g., Exhibit 3; 5.27.2016 email string.

24 ⁷ See, e.g., Exhibit 4; 8.22.2017 email from Brian Edgeworth, "Subject:
25 Contingency"- "We never really had a structured discussion about how this might
be done." Mr. Edgeworth mentioned a hybrid or greater hourly payments as fee
options.

1 **B. The Case**

2 In sum, Viking was sued for a product defect in their fire sprinkler and
3 Lange was sued on the construction contract. There was a clear route to recover
4 attorney fees against Lange based on the construction contract. There was no easy
5 road to fees against the manufacturer, Viking.
6

7 The case became complex with multiple parties, cross and counter claims.
8 In short order, the case went from a friends and family matter to a major litigation,
9 which soon dominated time at the law office; and, involved the advancement of
10 about \$200,000.00 in total costs.
11

12 In December of 2016, the law office started sending bills on the file. The
13 bills enabled the clients to demonstrate damages, while allowing the law office to
14 recover some costs advanced, and to defray some of the business loss caused by
15 being unable to devote time to other contingency cases.
16

17 The bills submitted to Brian Edgeworth do not cover all the time spent on
18 the case. The law office does not take hourly cases. The firm does not have hourly
19 billing software, nor experienced time keepers. Also, Mr. Simon understood that
20 Brian Edgeworth had decided to finance his share of the litigation through high
21 interest loans⁸ (presumably, based on a solid business rationale). Mr. Simon knew
22
23
24

25 ⁸ The high interest loans were contested by defendants. The loans were from the
mother in law of Brian Edgeworth and a close friend of Mr. Edgeworth. The

1 the case might not generate a return beyond the cost of repair, and he did not fully
2 bill the case. Mr. Simon was willing to wait until the end of the case to final the
3 bill in light of the money obtained; that was his normal practice anyway.

4 **C. The Fee Dispute**

5 The case was aggressively pursued. In the summer of 2017, well over
6 100,000 pages of documents were obtained. It was learned that the fire sprinkler
7 defect was known to Viking and had caused other floods; and, that Viking had
8 done nothing to fix, or warn of, the defect.
9

10 In the late summer of 2017⁹, and into the fall, there were talks about how to
11 calculate a fee; but, no agreement was reached. Danny Simon was occupied with
12 the case and Brian Edgeworth was content to leave the issue alone.
13

14 By the fall of 2017, the case was positioned for an excellent trial result with
15 a strong chance of a finding against Viking for punitive damages; with motions
16 pending to strike the main defense expert, and to strike the defendants' answers.
17

18 In November of 2017, Viking offered \$6M to settle. To place the offer in
19 context, the cost basis for the entire house was \$3.3M. The high offer was a direct
20 result of the extraordinary effort and skill of Mr. Simon in preparing the case for a
21 great trial outcome.
22

23
24
25 interest rate was 33%, well above market rate.

⁹ See, fn. 7.

1 In mid to late November of 2017, while the details of the Viking settlement
2 were being worked on by Mr. Simon, Mr. Edgeworth became difficult to reach.
3 Previously, Brian Edgeworth frequently called and e-mailed Mr. Simon.
4 Communication came to an end when Mr. Simon tried to resolve the fee.
5

6 On November 27, 2017, Mr. Simon wrote to the clients about the fee.¹⁰

7 On November 30, 2017, the clients sent Mr. Simon a fax stating that the
8 Vannah firm had been retained.¹¹
9

10 On December 1, 2017, the Law Office of Daniel S. Simon, A Professional
11 Corporation issued a charging lien pursuant to NRS 18.015.¹² On December 4,
12 2017, the clients were served by certified mail return receipt requested.¹³
13

14 In December of 2017, Lange made a settlement offer, \$100,000.00 less the
15 remediation bill Brian Edgeworth had refused to pay.
16

17 On December 7, 2017, Mr. Simon, his counsel, and Mr. Vannah held a
18 conference call. Mr. Vannah told Mr. Simon not to contact the clients. Mr.
19 Vannah was told the clients could seek attorney fees from Lange based on contract,
20 and that the law office was working on a bill that would include all previously
21 unbilled events. Mr. Vannah was told that the fee and cost claim against Lange
22

23 ¹⁰ Exhibit 5.

24 ¹¹ Exhibit 6.

25 ¹² Exhibit 7.

¹³ Exhibit 8.

1 might be in the \$1.5M range. Mr. Vannah did not tell Mr. Simon to cease work or
2 to transfer the file. Mr. Simon documented the call.¹⁴

3 On December 7, 2017, the clients signed a "Consent to Settle" prepared by
4 the Vannah office. In the Consent, the clients knowingly abandoned the attorney
5 fee claim against Lange and directed Mr. Simon to settle the Lange claim for
6 \$100,000 minus the unpaid bill. Mr. Simon was not told to cease work or to
7 transfer the file.¹⁵

9 In December of 2017, Mr. Simon finalized the details of the Viking
10 settlement, which were approved by the clients via the Vannah office.

12 On Monday, December 18, 2017, two checks with an aggregate value of
13 \$6M for the Viking settlement were picked up.¹⁶

14 On Monday, December 18, 2017, immediately following check pick-up, Mr.
15 Simon called the Vannah office to arrange check endorsement. Mr. Simon left a
16 message.¹⁷

18 On Monday, December 18, 2017, Mr. Greene of the Vannah office called and
19 spoke to Mr. Simon. Mr. Simon said he was leaving on a holiday trip starting
20 Friday, December 22, 2017, until after the new year. Mr. Simon asked that the
21

23 ¹⁴ Exhibit 9.

24 ¹⁵ Exhibit 10.

25 ¹⁶ Exhibit 11.

¹⁷ Exhibit 12.

1 clients endorse the checks prior to December 22nd. Mr. Greene told Mr. Simon that
2 the clients were not available to endorse until after the New Year. Mr. Greene
3 stated that he would contact LAW OFFICE OF DANIEL S. SIMON, P.C. about
4 scheduling endorsement.¹⁸

5
6 On Friday, December 22, 2017, the Simon family went on their holiday trip.

7 On Saturday, December 23, 2017, at 10:45 p.m., Mr. Vannah sent an email
8 which stated:

9
10 Are you agreeable to putting this into an escrow account? The client does
11 not want this money placed into Danny Simon's account. How much money
12 could be immediately released? \$4,500,000? Waiting for any longer is not
13 acceptable. I need to know right after Christmas.¹⁹

14 On Tuesday, December 26, 2017, counsel for Mr. Simon sent a reply
15 indicating that endorsement could be arranged after the new year when everyone
16 was available.
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25 ¹⁸ Exhibit 12.

¹⁹ Exhibit 12.

1 Mr. Vannah responded the same day. He began:

2 The clients are available until Saturday.²⁰ However, they have lost all faith
3 and trust in Mr. Simon. Therefore, they will not sign the checks to be
4 deposited into his trust account. Quite frankly, they are fearful that he will
steal the money.²¹

5 Mr. Simon was not fired or told to transfer the file.

6 On December 27, 2017, a response was sent to Mr. Vannah. In sum, Mr.
7 Vannah was asked to act collaboratively and to avoid hyperbole.²²
8

9 On December 28, 2017, Mr. Vannah wrote he did not believe Mr. Simon
10 would steal money, he was simply "relaying his clients' statements to me". Mr.
11 Vannah proposed opening a single client trust account.²³
12

13 The same day, Mr. Simon agreed to open a single client non-IOLTA trust
14 account at Bank of Nevada, with all interest going to the clients.²⁴

15 On January 2, 2018, an amended lien was filed. The lien contained an
16 amount certain for the reasonable value of services claimed.²⁵ On January 4, 2018,
17 the lien was served.²⁶
18
19

20 ²⁰ On December 18, 2017, Mr. Greene indicated the clients were out of town until
21 after the new year. (Exhibit 12.) It appears the clients became available to
22 endorse checks the day after Mr. Simon left town.

23 ²¹ Exhibit 12.

24 ²² Exhibit 13.

25 ²³ Exhibit 14.

26 ²⁴ Exhibit 14.

²⁵ Exhibit 15.

²⁶ Exhibit 16.

1 On January 4, 2017, collaborative efforts continued to set up the trust
2 account, and the clients sued their friend for "conversion".²⁷

3 On January 8, 2017, a meeting was held at Bank of Nevada. The clients
4 arrived separately to endorse checks. Account forms were signed, the checks were
5 endorsed and deposited, and placed on a large item hold.
6

7 The morning of January 9, 2018, the complaint was served upon counsel for
8 Mr. Simon (who had agreed to accept service). At the same moment as the
9 acceptance of service was being signed, Mr. Greene sent an email asking for an
10 update on the Lange settlement.²⁸
11

12 Later in the day, Mr. Vannah confirmed that LAW OFFICE OF DANIEL S.
13 SIMON, P.C. had not been fired, despite being sued by the clients for conversion.²⁹
14 Mr. Vannah stated if Mr. Simon withdrew, the damages sought from him would go
15 up.³⁰
16
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19 ²⁷ Exhibit 17; the complaint.

20 ²⁸ Exhibit 18.

21 ²⁹ The clients are walking a tightrope. Mr. Simon was sued for conversion to
22 create an argument against lien adjudication, but firing Mr. Simon would moot
the alleged contract claim. The clients are left in the odd, contrary position of
keeping an attorney they have accused of converting millions of dollars.

23 ³⁰ On January 9, 2018 at 10:24 a.m. Mr. Greene from the Vannah office wrote,
24 "He settled the case, but we're just waiting on a release and the check." The
25 same day at 3:32 p.m., Mr. Vannah wrote, "I'm pretty sure that you see what
would happen if our client has to spend lots more money to bring someone else
up to speed." Exhibit 18.

1 **V. ARGUMENT**

2 A charging lien provides “a unique method of protecting attorneys.”
3 *Leventhal v. Black & Lobello*, 305 P.3d 907, 909 (Nev. 2013); *superseded by statute*
4 *on other grounds as stated in, Fredianelli v. Pine Carman Price*, 402 P.3d 1254
5 (Nev. 2017).
6

7 The statute protects clients. Under the statute the Judge who knows the case
8 best, and who has seen the attorney at work, settles the fee dispute. The Judge is
9 empowered to reduce or reject a lien claim from an undeserving attorney. *See, e.g.,*
10 *Golightly*, 281 P.3d 1176.
11

12 The statute also promotes judicial economy. Prompt adjudication of a lien
13 allows a court to determine the fee when “the attorney’s performance is fresh in its
14 mind”. *Leventhal*, 305 P.3d at 911. Prompt adjudication prevents time consuming
15 and costly work months or years later in the same or a different court.
16

17 The Law Office of Daniel S. Simon, A Professional Corporation
18 perfected it’s charging lien. This Court has jurisdiction to promptly adjudicate the
19 lien; and, in the absence of an express contract, settle the amount of the reasonable
20 fee due the law firm pursuant to NRS 18.015(2).
21

22 There is no set manner of calculation for a reasonable fee. *Albios v. Horizon*
23 *Communities, Inc.*, 132 P.3d 1022, 1034 (Nev. 2006). A court has wide discretion on
24 the method of calculation of the reasonable fee. A court can calculate the fee on a
25

1 market basis, an hourly basis, or any other basis, as long as, the fee is reasonable
2 under the under the *Brunzell* factors. *Ibid.* A court need only explain its decision in
3 written findings. *Argentina*, 216 P.3d at fn.2.

4 The court may hold an evidentiary hearing to aide in the determination of the
5 reasonable fee.³¹ Because of the size and complexity of the underlying case, and the
6 size of the reasonable fee sought, an evidentiary hearing is respectfully requested.

7 The Law Office of Daniel S. Simon, A Professional Corporation seeks a
8 reasonable fee in the amount of \$1,977,843.80 as stated in the Amended Lien of
9 January 2, 2018.³² The amount is based upon the market approach. Mr. Simon
10 considered the type and nature of the case, and the limited number of attorneys in
11 the greater Las Vegas area with the ability to obtain the result obtained. Mr. Simon
12 also relied upon discussion with local attorneys including extended discussion with
13 attorney Will Kemp.³³

14 It is acknowledged that a contingency fee is only appropriate when there is an
15 express contingency fee agreement. However, the fact is that most Plaintiff product
16

17 ³¹ In, *Hallmark v. Christensen Law Office LLC.*, 381 P.3d 618 (Nev. 2012)
18 (unpublished)the Supreme Court remanded a case to District Court and Ordered
19 the court to hold an evidentiary hearing for a lien adjudication.

20 ³² Exhibit 15.

21 ³³ Mr. Kemp is one of the best product liability attorneys in the United States. Mr.
22 Kemp has obtained two trial verdicts over \$500M, one in a product case. Mr.
23 Kemp was lead trial counsel in the MGM Fire Litigation, and has been appointed
24 on numerous steering committees for multi-district tort litigations, including
25 tobacco, breast implant, orthopedic screw, and pharmaceutical claims.

1 liability attorneys work on a contingency, sometimes as high as 45%. Mr. Simon
2 arrived at a reasonable fee number of \$1,977,843.80 because it is in the low range of
3 what a Plaintiff's product liability attorney would charge. It is a fair market price for
4 the work performed. The fair market value, or market price, is an accepted method to
5 calculate A fee. Restatement Third, The Law Governing Lawyers, §39.
6

7 Time sheets can be valuable to a determination, even when the court reaches a
8 reasonable fee based on a market approach. The time sheets document work
9 performed. The previously unbilled hours of the law office are attached at Exhibit
10 19. At the prior rates paid, the total outstanding is \$692,120.00. The previous time
11 sheets are attached at Exhibit 20. These billings do not contain hundreds of hours
12 that could not be recovered.
13

14 Costs advanced need to be reimbursed. Outstanding costs are \$71,794.93.³⁴
15 The amount is slightly less than the amount in the lien. A billing was received on
16 January 12, that demonstrated a refund of \$4,937.50 was due. The \$71,794.93 cost
17 number reflects the expected refund.
18

19 Adjudication of an attorney lien may not be appropriate when a client claims
20 malpractice occurred. *Argentina*, 216 P.3d at 788. Obviously, Mr. Simon did not
21 commit malpractice, his efforts created a \$6.1M settlement for his clients. Instead,
22 the clients may assert that the law office committed conversion by using a charging
23
24

25

³⁴ Exhibit 21; Memorandum of Costs.

1 lien.³⁵ The argument runs contrary to law. NRS 18.015(5) explicitly states an
2 attorney does not breach a duty by pursuing a lien. Further, the declaration of David
3 Clark Esq.,³⁶ is attached.³⁷ Mr. Clark explains that an attorney does not breach a
4 contract or commit conversion by deposit of a settlement check into a trust account
5 while asserting a lien for fees, because that is the process an attorney is supposed to
6 follow when there is a fee dispute.
7

8 **A. The charging lien is ripe for adjudication.**

9 The court has jurisdiction over the clients, the charging lien and the fee
10 dispute. NRS 18.015; and, *Argentina*, 216 P.3d at 782-83.
11

12 The charging lien has been perfected by proper service upon the clients.
13 NRS 18.015 (3). The case is resolved³⁸, money is held in a trust account, and the lien
14 is ripe for adjudication.
15
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19 ³⁵ Even if true, which it is not, the conversion claim might not be enough to stop
20 adjudication. *Hallmark v. Christensen Law Office LLC.*, 381 P.3d 618 (Nev.
21 2012) (unpublished). In *Hallmark*, the Supreme Court remanded an adjudication
22 claim and ordered the District Court to conduct an evidentiary hearing on a
reasonable fee and “the allegations of billing fraud”. If fraud can be addressed in
an adjudication, then conversion probably can as well.

23 ³⁶ Mr. Clark was Nevada State Bar Counsel and is intimately familiar with all the
Rules of Professional Conduct and related issues.

24 ³⁷ Exhibit 22.

25 ³⁸ Pending completion of the Lange settlement. The closing documents are in the
hands of the Lange attorney.

1 The law office requests an evidentiary hearing. If the court finds there is no
2 express contract, then a reasonable fee, based on the market or some other approach,
3 may be set by court under the *Brunzell* factors pursuant to NRS 18.015(2). If an
4 express contract is found, then fees and costs are still due under the charging lien as
5 demonstrated by the time sheets and the memorandum of costs.
6

7 The complaint for conversion does not divest this court of jurisdiction over the
8 parties, the lien or the fee. A charging lien is a creature of statute, and there is no
9 exception to jurisdiction stated in the statute for a claim of conversion. To the extent
10 an exception is noted in the case law, it is when there is a malpractice claim, which
11 has not been brought, nor could be brought, for the amazing work in this case.
12

13 A claim for conversion is contrary to law in any event. The law directs an
14 attorney to place money in a trust account to adjudicate a lien if there is a fee dispute.
15 That is exactly what occurred in this case.
16

17 A breach of contract claim does not divest the court of jurisdiction. In fact, the
18 statute contemplates that a lien adjudication can be freely used with other remedies,
19 including a separate suit. NRS 18.015(7); and, *Argentina*, 216 P.3d 779.
20

21 It is apparent that the complaint was filed to further the ulterior purpose of
22 forum shopping the fee dispute and to stop adjudication of the charging lien by the
23 Judge who knows the case best. For example, the complaint alleges Mr. Simon
24 failed to provide a number certain for the amount in dispute (it is termed undisputed
25

1 amount by the clients), however, the complaint was filed two days after Mr. Simon
2 did just that via the amended lien. The complaint alleges conversion, yet it was filed
3 before checks had been endorsed or deposited. And, the funds were placed in a
4 special trust account that requires the signature of Mr. Vannah on any withdrawals,
5 with all interest going to the client.
6

7 Perhaps nothing exposes the nature of the complaint better than the clients'
8 refusal to fire Mr. Simon, even though he stands accused of converting millions of
9 dollars. The situation is absurd. Mr. Vannah is one of the top attorneys in this State.
10 Mr. Vannah could review and approve the closing documents for Lange in well
11 under an hour. After all, he has already provided advice to the client on settlement
12 with Lange and on the abandonment of a contract based claim for attorney fees
13 against Lange potentially worth over \$1M.³⁹ However, if Mr. Simon is fired, then he
14 would no longer be limited to an hourly contract as the clients claim. *Gordon*, 324
15 P.2d 234. Thus, to stop adjudication, the clients must claim something terrible, but
16 still not fire Mr. Simon.
17
18

19 Lien adjudication is appropriate.
20
21
22
23
24

25 ³⁹ Exhibit 10.

1 **B. The *Brunzell* Factors**

2 A reasonable fee must be determined by use of the *Brunzell* factors. *Brunzell*
3 *v. Golden Gate National Bank*, 455 P.2d 31 (Nev. 1969). The *Brunzell* factors are:

- 4 1. The qualities of the advocate;
5
6 2. The character of the work to be done;
7
8 3. The work actually performed; and,
9
10 4. The result obtained.

11 The factors support a finding that a large reasonable fee is due Mr. Simon for
12 his great work on the clients' case.

13 1. Qualities of the advocate.

14 *Brunzell* expands on the “qualities of the advocate” factor and mentions such
15 items as training, skill and education of the advocate. The C.V. of Mr. Simon is
16 attached. (Exhibit 23.) Mr. Simon has been an active Nevada trial attorney for over
17 two decades. He has several 7-figure trial verdicts to his credit, and an 8-figure
18 settlement. Mr. Simon is a highly qualified advocate, deserving of a high fee.

19 2. The character of the work to be done.

20 The character of the work to be done in the case was difficult and complex.
21
22 There were multiple parties and multiple claims. Affirmative claims by the clients
23 covered the gamut from product liability to negligence, to recovery under a
24 construction contract.
25

1 Understanding and establishing proof of the product defect required technical
2 knowledge. Establish economic loss from the flood required knowledge of real
3 estate and finance.

4 This case demanded quality work of the highest order.

6 3. The work actually performed.

7 The work actually performed was amazing. Mr. Simon was aggressive and
8 successful in discovery, which lead to the disclosure of prior floods. Mr. Simon kept
9 a tight hold on deadlines and the Court's trial order, which allowed the clients an
10 opportunity to fully present their case, while placing the defense at risk of losing their
11 main expert and having their answers struck.

13 Mr. Simon found, retained and prepared experts on the product defect, and on
14 the difficult and rare damage claim of real estate stigma. Most lawyers would not be
15 able to even address a claim of damages from real estate stigma, let alone present an
16 expert opinion sufficient to survive a *Hallmark* challenge.

18 The time records submitted establish that Mr. Simon went the extra mile for
19 his clients, responding to countless phone calls and emails, and going to great extent
20 to prepare the case. For example, Mr. Simon flew to San Diego to meet with experts
21 face to face in the airport for 8 hours. The phone, Go to Meeting or Skype, was not
22 good enough for Mr. Simon. He knew the case required in depth and in person
23 discussion, so that is what he did.
24
25

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The *Brunzell* factors support a significant fee to Law Office of Daniel S. Simon, P.C. In the absence of an express contract, the market approach fee is requested. If a contract is found, then the outstanding fees and costs per the contract are requested.

The charging lien is ripe for adjudication. An evidentiary hearing is respectfully requested at the earliest convenience of the court.

DATED this 18th day of January 2018.

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 LAW OFFICE OF DANIEL S.
SIMON, P.C.

CERTIFICATE OF SERVICE

I CERTIFY SERVICE of the foregoing MOTION TO ADJUDICATE
ATTORNEY LIEN OF THE LAW OFFICE OF DANIEL S. SIMON, P.C.;
ORDER SHORTENING TIME was made by electronic service (via Odyssey) this
~~23rd~~ ^{24th} day of January, 2018, to all parties currently shown on the Court's E-Service
List.

/s/ Dawn Christensen
an employee of
JAMES R. CHRISTENSEN, ESQ.

EXHIBIT 1

Property Address: 645 St Croix St, Henderson, NV
MacDonald Highlands
Cost Basis of Spec Development

Vendor / Description	Amounts	Notes
Purchase of Lot	\$203,455.60	
Target Construction (excavation)	\$39,628.06	excavation and some utilities
Purvis Architects	\$56,000.00	design and blue prints
Lloyds Luxury Home Design	\$24,780.00	custom cabinet design/kitchen and bath layouts
Paddiwacks Inc.	\$13,500.00	Color, Finish, Lighting, Plumbing fixture design
Pacific Masonry LLC	\$58,102.78	Masonry walls and retaining walls
ACME Home Elevator	\$37,960.00	3 story elevator custom cab
ProWest Steel Contractors	\$107,723.00	structural steel and deck for concrete
New Energy Works	\$86,680.00	custom timber frame roof trusses
Southwest Specialties	\$103,000.00	concrete slab and foundation
Custom Specialties	\$60,781.00	Custom Great room Fireplace + 2 other fireplaces
Hy Bar Windows and Doors	\$124,294.00	Windows and sliding glass doors and Exterior doors
Pacific Masonry LLC	\$90,432.78	Exterior Stone wall caps interior fireplace stone
Rafael Framing	\$267,353.00	Framing of house, rough caprentry
Dean Industries	\$33,299.00	Roofing and skylights
American SouthWest Electric	\$91,115.30	Electrical
State Insulation	\$19,390.00	Insulation
Classic Framing and Drywall	\$66,569.00	Drywall and finish
K&M Painting	\$89,631.31	Paint, wood stains etc.
Desert Eagle Flooring	\$240,899.75	Tile, Stone, Hardwood and bathroom showers
Desert Eagle Stone	\$21,876.92	Countertops, Granite, Marble
Silverado Mechanical	\$64,611.00	HVAC
JD Stairs	\$80,375.00	wood stair treads and skirt, interior handrail
Academy Stone	\$11,900.00	Countertops
Who Dun It	\$85,005.00	Stucco and Exterior Plastering
Travertine Warehouse	\$23,754.12	Exterior Pavers
Home Tronic	\$87,420.00	Low voltage, home automation theater
Artesia Kitchen and Bath	\$200,420.00	Custom Cabinets
Cesar, Inc. and Cardno	\$15,173.33	Special Inspections
Lange Plumbing	\$64,700.00	Plumbing and install of Owner purchased fixtures
Lange Fire	\$19,900.00	Design/Install of Fire Sprinkler system
Dan Bradley Glass	\$14,223.53	Shower enclosures, mirrors, Steam room doors etc.
Fernando Reyes Concrete	\$13,830.00	Driveway and sidewalks
Southwest Specialties	\$13,430.34	Exterior Hardscapes Installation
C&M Garage Doors	\$19,155.00	Custom Wood Garage doors
Ferguson Enterprises Inc.	\$174,794.16	Plumbing Fixtures and Appliances
One Stop 4 Flooring	\$9,980.00	Carpeting
Ossis Iron Works	\$14,850.00	Entry door
Instant Jungle	\$80,256.25	Landcaping, plants, grading
Lighting Design Center	\$58,647.18	Lighting Fixtures
Superior Moulding of Nevada	\$22,586.81	I THINK THERE ARE MORE BILLS THAN THIS
Pool Contractor and Pool Subs	\$62,012.33	missing plumber and shotcrete (about \$24,000)
Old World Cabinets	\$56,827.50	Wine Cellar, Closets Built-ins
DMG	\$62,080.00	Various Trades
Other Trades and Small Vendors	\$89,762.41	Listed with Invoices
Marble Express	\$41,178.20	Stone Slabs for benches, counters etc.
Site Utilities	\$10,388.84	Garbage, fencing, toilets etc.
Real Property Management	\$23,760.00	HOA Fees During Construction
Harris Insurance Brokers	\$42,921.71	General Liability Insurance
Clark County	\$34,697.38	Property Taxes During Construction
Paddiwacks, Inc.		Staging Furniture
	<u>\$3,335,111.59</u>	

EDGEWORTH0001308

WA00103

EXHIBIT 2

Previous · Next · 1 of 3 Checked 0 All · None · Page Agent Single Line display Display 12 Photo View ☒ at 1 ☒ per page



Clark County 645 ST CROIX Street \$5,500,000

Virtual Tour: <http://www.propertypanorama.com/instaview/las/1896993>

ML #: 1896993 **Status:** A

Subdiv: FOOTHILLS AT MACDONALD RANCH
(

City/Town: Henderson **St:** NV

Short Sale: N

Foreclosure Commenced: N

Repo/REO: N

Bedrooms: 7

Full Baths: 3

3/4 Baths: 4

Half Baths: 1

#Den/Oth: 1

#Loft: 0

AppxLivArea: 10,128

AppxAddLivArea:

[Click here for map view](#)

AppxTotLivArea: 11,758

Year Built: 2017 / NEW

PropSubTyp: Single Family Residential

Lot Sqft: 20,038

PropDes: Custom

Garages: 6 / Attached, Auto Door Opener(s), Entry to House,
Epoxy Floor

Carpports: 0

NEWLY CONSTRUCTED 11,758 SQ. FT. HOME ON THE STREET OF DREAMS IN DRAGON RIDGE COUNTRY CLUB* ENJOY SWEEPING VIEWS OF THE 18TH HOLE AS WELL AS A PANORAMIC VIEW OF THE WORLD FAMOUS LAS VEGAS STRIP* CLIVE CHRISTIAN INSPIRED DESIGN & ATTENTION TO DETAIL MAKE FOR A MODERN YET COZY & UNMATCHED LIVING EXPERIENCE* AN ENTERTAINERS DELIGHT BUILT FOR THE ULTIMATE HOST* BEAUTIFULLY APPOINTED & WELL BUILT W/ COMFORT, ELEGANCE & CONDUCIVE LIVING IN MIND*

Construction:

Interior Features:

Alarm System-Wired, Blinds, Drapes, Paneling, Window Coverings
Partial

Exterior Features:

Accessibility, Back Yard Access, Balcony, Built-In Barbecue

Private Pool/Description:

Y / Heated Pool, Inground-Private, Pool/Spa Combo

Lot Description:

1/4 to 1 Acre

Directions: FROM 215/VALLE VERDE* SOUTH ON VALLE VERDE TO MAIN GUARD GATE* THROUGH GATE* STAY ON MACDONALD RANCH* L ON ST. CROIX*



Street Number is '645'

Street Name is like 'St Croix'

Ordered by Status, Area, Current Price

Found 3 results in 0.06 seconds.

Criteria	Map	Results
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Previous · Next · **1 of 3**

Checked 0

All • None • Page

Agent Single Line display

Display Agent Full

☒ at 1 ☒ per page[illegible]

Energy-Efficient/GREEN Information:

Green Building Certification **No**

Presented by: Office Name

Horizon Village Realty

Agent Glenn Rigdon

Street Number is '645'

Street Name is like 'St Croix*'

Ordered by Status, Area, Current Price

Found 3 results in 0.06 seconds.

LANGE010460 WA00106

http://las.mlsmatrix.com/Matrix/Results.aspx?c=AAEAAAD*****AQAAAAAAAAAARA... 8/22/2017

EXHIBIT 3

Daniel Simon

From: Brian Edgeworth <brian@pediped.com>
Sent: Friday, May 27, 2016 3:30 PM
To: Daniel Simon
Subject: RE: Insurance Claim

Dude, when/how can it get this to you? Even typing up the summary is taking me all day organizing the papers. There is at least 600-1000 pages of crap.

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

From: Daniel Simon [mailto:dan@simonlawlv.com]
Sent: Friday, May 27, 2016 12:58 PM
To: Brian Edgeworth <brian@pediped.com>
Subject: Re: Insurance Claim

I know Craig. Let me review file and send a few letters to set them up. Maybe a few letters will encourage a smart decision from them. If not, I can introduce you to Craig if you want to use him. Btw He lives in your neighborhood. Not sure if that is good or bad?

> On May 27, 2016, at 9:30 AM, Brian Edgeworth <brian@pediped.com> wrote:

>

> Hey Danny;

>

> I do not want to waste your time with this hassle (other than to force
> you

to listen me bitch about it constantly) and the insurance broker says I should hire Craig Marquiz and start moving the process forward.

> Should I just do that and not bother you with this?

> My only concern is that some goes nuclear (with billing and time) when
just a bullet to the head was all that was needed to end this nightmare (and I do not know this person from Adam).

>

> --

>

>

> Brian Edgeworth

> pediped Footwear

> 1191 Center Point Drive

> Henderson, NV

> 89074

>

> 702 352-2580

EXHIBIT 4

FW: Contingency

Daniel Simon <dan@simonlawlv.com>

Fri 12/1/2017 10:22 AM

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

From: Brian Edgeworth [mailto:brian@pediped.com]

Sent: Tuesday, August 22, 2017 5:44 PM

To: Daniel Simon <dan@simonlawlv.com>

Subject: Contingency

We never really had a structured discussion about how this might be done.

I am more that happy to keep paying hourly but if we are going for punitive we should probably explore a hybrid of hourly on the claim and then some other structure that incents both of us to win an go after the appeal that these scumbags will file etc.

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

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 and 200 increments and then either I could use one of the house sales for cash or if things get really bad, I still have a couple million in bitcoin I could sell.

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

EXHIBIT 5

LAW OFFICE OF
DANIEL S. SIMON
A PROFESSIONAL CORPORATION
810 SOUTH CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA 89101

TELEPHONE (702)364-1650

FACSIMILE (702)364-1655

November 27, 2017

Pursuant to your request, please find attached herewith the agreement I would like signed, as well as the proposed settlement breakdown, if a final settlement is reached with the Viking entities. The following is to merely clarify our relationship that has evolved during my representation so you are not confused with my position.

I helped you with your case and went above and beyond for you because I considered you close friends and treated you like family

As you know, when you first asked me to look at the case, I did not want to take it as I did not want to lose money. You already met with Mr. Marquis who wanted a 50k retainer and told you it would be a very expensive case. If Mr. Marquis did the work I did, I have no doubt his billing statements would reflect 2 million or more. I never asked you for a retainer and the initial work was merely helping you. As you know, you received excellent advice from the beginning to the end. It started out writing letters hoping to get Kinsale to pay your claim. They didn't. Then this resulted in us filing a lawsuit.

As the case progressed, it became apparent that this was going to be a hard fight against both Lange and Viking who never offered a single dollar until the recent mediations. The document production in this case was extremely voluminous as you know and caused my office to spend endless late night and weekend hours to push this case through the system and keep the current trial date.

As you are aware, we asked John to get involved in this case to help you. The loss of value report was sought to try and get a favorable negotiation position. His report was created based on my lawyering and John's willingness to look at the information I secured to support his position. As you know, no other appraiser was willing to go above and beyond as they believed the cost of repairs did not create a loss. As you know, John's opinion greatly increased the value of this case. Please do not think that he was paid a fee so he had to give us the report. His fee was very nominal in light of the value of his report and he stepped up to help you because of us and our close relationship. Securing all of the other experts and working with them to finalize their opinions were damaging to the defense was a tremendous factor in securing the proposed settlement amount. These experts were involved because of my contacts. When I was able to retain Mr. Pomerantz and work with him to finalize his opinions, his report was also a major factor. There are very few lawyer's in town that would approach the case the way I did to get the results I did for you. Feel free to call Mr. Hale or any other lawyer or judge in town to verify this. Every time I went to court I argued for you as if you were a family member taking the arguments against you personal. I made every effort to protect you and your family during the process. I

was an exceptional advocate for you. It is my reputation with the judiciary who know my integrity, as well as my history of big verdicts that persuaded the defense to pay such a big number. It is also because my office stopped working on other cases and devoted the office to your case filing numerous emergency motions that resulted in very successful rulings. My office was available virtually all of the time responding to you immediately. No other lawyer would give you this attention. I have already been complimented by many lawyers in this case as to how amazing the lawyering was including Marks lawyer who told me it was a pleasure watching me work the way I set up the case and secured the court rulings. Feel free to call him. The defense lawyers in this case have complimented me as well, which says a lot. My work in my motions and the rulings as an exceptional advocate and the relationships I have and my reputation is why they are paying this much. The settlement offer is more than you ever anticipated as you were willing to take 4-4.5 at the first mediation and you wanted the mediator's proposal to be 5 million when I advised for the 6 million. One major reason they are likely willing to pay the exceptional result of six million is that the insurance company factored in my standard fee of 40% (2.4 million) because both the mediator and the defense have to presume the attorney's fees so it could get settled. Mr. Hale and Zurich both know my usual attorney's fees. This was not a typical contract case your other hourly Lawyers would handle. This was a major fight with a world-wide corporation and you did not get billed as your other hourly lawyers would have billed you. This would have forced you to lay out substantially more money throughout the entire process. Simply, we went above and beyond for you.

I have lost money working on your case.

As you know, when I was working on your case I was not working on many other cases at my standard fee and I told you many times that I can't work hourly because I would be losing too much money. I felt it was always our understanding that my fee would be fair in light of the work performed and how the case turned out. I do not represent clients on an hourly basis and I have told this to you many times.

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Value of my Services

The attached agreement reflects a greatly reduced sum for the value of my services that I normally charge in every case. I always expected to be compensated for the value of my services and not lose money to help you. I was troubled at your statements that you paid me hourly and you now want to just pay me hourly when you always knew this was not the situation. When I brought this to your attention you acknowledged you understood this was not just an hourly fee case and you were just playing devil's advocate. As you know, if I really treated your case as only an hourly case, I would have included all of the work my staff performed and billed you at a full hourly fee in 30 day increments and not advance so much money in costs. I would have had you sign just an hourly contract retainer just as Mr. Pomerantz had you sign. I never did this because I trusted you would fairly compensate me for the value of my services depending on the outcome. In the few statements I did send you I did not include all of the time for my staff time or my time, and did not bill you as any other firm would have. The reason is that this was not just an hourly billing situation. We have had many discussions about this as I helped you through a very difficult case that evolved and changed to a hotly contested case demanding full attention. I am a trial attorney that did tremendous work, and I expect as you would, to be paid for the value of my service. I did not have you sign my initial standard retainer as I treated you like family to help you with your situation.

Billing Statements

I did produce billing statements, but these statements were never to be considered full payment as these statements do not remotely contain the full time myself or my office has actually spent. You have acknowledged many times that you know these statements do not represent all of my time as I do not represent clients on an hourly basis. In case you do not recall, when we were at the San Diego Airport, you told me that a regular firm billing you would likely be 3x my bills at the time. This was in August. When I started filing my motions to compel and received the rulings for Viking to produce the information, the case then got substantially more demanding. We have had many discussions that I was losing money but instead of us figuring out a fair fee arrangement, I did continue with the case in good faith because of our relationship focusing on winning and trusted that you would fairly compensate me at the end. I gave you several examples of why I was losing money hourly because my standard fee of 40% on all of my other cases produced hourly rates 3-10 times the hourly rates you were provided. Additionally, just some of the time not included in the billing statement is many phone calls to you at all hours of the day, review and responses of endless emails with attachments from you and others, discussions with experts, substantial review the filings in this case and much more are not contained in the bills. I also spent substantial time securing representation for Mark Giberti when he was sued. My office continued to spend an exorbitant amount of time since March and have diligently litigated this case having my office virtually focus solely on your case. The hourly fees in the billing statements are much lower than my true hourly billing. These bills were generated for several reasons. A few reasons for the billing statements is that you wanted to justify your loans and use the bills to establish damages against Lange under the contract, and this is the why all of my time was not included and why I expected to be paid fairly as we worked through the case.

I am sure you will acknowledge the exceptional work, the quality of my advocacy, and services performed were above and beyond. My services in every case I handle are valued based on results not an hourly fee. I realize that I didn't have you sign a contingency fee agreement and am not asserting a contingency fee, but always expected the value of my services would be paid so I would not lose money. If you are going to hold me to an hourly arrangement then I will have to review the entire file for my time spent from the beginning to include all time for me and my staff at my full hourly rates to avoid an unjust outcome.

How I handle cases

I want you to have a full understanding as to how my office works in every other case I am handling so you can understand my position and the value of my services and the favorable outcome to you.

My standard fee is 40% for a litigated case. I have told you this many times. That is what I get in every case, especially when achieving an outcome like this. When the outcome is successful and the client gets more and I will take my full fee. I reduce if the outcome is not as expected to make sure the client shares fairly. In this case, you received more than you ever anticipated from the outset of this case. I realize I do not have a contract in place for percentages and I am not trying to enforce one, but this merely shows you what I lost by taking your case and given the outcome of your case, and what a value you are receiving. Again, I have over 5 other big cases that have been put on the back burner to handle your case. The discovery period in these cases were continued several times for me to focus on your case. If I knew you were going to try and treat me unfairly by merely asserting we had an hourly agreement after doing an exceptional work with an exceptional result, I wouldn't have continued. The reason is I would lose too much money. I would hope it was never your intention to cause me hardship and lose money when helping you achieve such an exceptional result. I realize I did not have you sign a fee agreement because I trusted you, but I did not have you sign an hourly agreement either.

Finalizing the settlement

There is also a lot of work left to be done. As you know, the language to the settlement must be very specific to protect everyone. This will need to be negotiated. If this cannot be achieved, there is no settlement. The Defendant will require I sign the confidentiality provisions, which could expose me to future litigation. Depending on the language, I may not be comfortable doing this as I never agreed to sign off on releases. Even if the language in the settlement agreement is worked out, there are motions to approve the settlement, which will be strongly opposed by Lange. If the Court does not grant the motion, then there is no settlement. If there is an approved settlement and Viking does not pay timely, then further motions to enforce must be filed.

Presently, there are many things on calendar that I need to address. We have the following depositions: Mr. Carnahan, Mr. Garelli, Crane Pomerantz, Kevin Hastings, Gerald Zamiski, and the UL deposition in Chicago. We have the Court hearings for Zurich's motions for protective order, our motion to de-designate the documents as confidential, our motion to make Mr. Pomerantz an initial expert, as well as the summary judgment motions involving Lange, who has

recently filed a counter motion and responses need to be filed. Simply, there is a substantial amount of work that still needs to be addressed. Since you knew of all of the pending matters on calendar, it is unfortunate that you were obligated to go to China during a very crucial week to attempt to finalize the case. When I asked if you would be available to speak if necessary, you told me that you are unavailable to discuss matters over the phone. This week was very important to make decisions to try and finalize a settlement.

I understand that the way I am looking at it may be different than the way your business mind looks at things. However, I explained my standard fees and how I work many times to you and the amount in the attached agreement is beyond fair to you in light of the exceptional results. It is much less than the reasonable value of my services. I realize that because you did not sign my retainer that you may be in a position to take advantage of the situation. However, I believe I will be able to justify the attorney fee in the attached agreement in any later proceeding as any court will look to ensure I was fairly compensated for the work performed and the exceptional result achieved.

I really want us to get this breakdown right because I want you to feel like this is a remarkable outcome while at the same time I don't want to feel I didn't lose out too much. Given what we have been through and what I have done, I would hope you would not want me to lose money, especially in light of the fact that I have achieved a result much greater than your expectations ever were in this case. The attached agreement should certainly achieve this objective for you, which is an incredible reduction from the true value of my services.

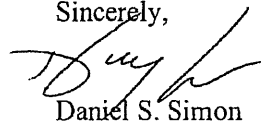
Conclusion

If you are agreeable to the attached agreement, please sign both so I can proceed to attempt to finalize the agreement. I know you both have thought a lot about your position and likely consulted other lawyers and can make this decision fairly quickly. We have had several conversations regarding this issue. I have thought about it a lot and this is the lowest amount I can accept. I have always felt that it was our understanding that this was not a typical contract lawyer case, and that I was not a typical contract lawyer. In light of the substantial work performed and the exceptional results achieved, the fee is extremely fair and reasonable.

If you are not agreeable, then I cannot continue to lose money to help you. I will need to consider all options available to me.

Please let me know your decisions as to how to proceed as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Simon', written over the printed name.

Daniel S. Simon

EXHIBIT 6

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

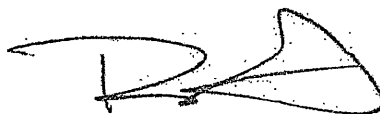
RE: Letter of Direction

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 extending from the end of the name.

Brian Edgeworth

EXHIBIT 7

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

1 **ATLN**
2 **DANIEL S. SIMON, ESQ.**
3 Nevada Bar No. 4750
4 **ASHLEY M. FERREL, ESQ.**
5 Nevada Bar No. 12207
6 810 S. Casino Center Blvd.
7 Las Vegas, Nevada 89101
8 Telephone (702) 364-1650
9 lawyers@simonlawlv.com
10 *Attorneys for Plaintiffs*

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 EDGEWORTH FAMILY TRUST; and)
10 AMERICAN GRATING, LLC.;)
11 Plaintiffs,)
12 vs.)
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.)

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

18 **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

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

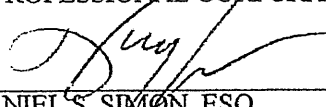
1 determined.

2 The Law Office of Daniel S. Simon claims a lien for a reasonable fee for the services rendered
3 by the Law Office of Daniel S. Simon on any settlement funds, plus outstanding court costs and out-
4 of-pocket costs currently in the amount of \$80,326.86 and which are continuing to accrue, as
5 advanced by the Law Office of Daniel S. Simon in an amount to be determined upon final resolution.
6 The above amount remains due, owing and unpaid, for which amount, plus interest at the legal rate,
7 lien is claimed.

8 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered
9 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,
10 or any other action, from the time of service of this notice.

11 Dated this 30th day of November, 2017.

12 THE LAW OFFICE OF DANIEL S. SIMON,
13 A PROFESSIONAL CORPORATION

14 
15 DANIEL S. SIMON, ESQ.
16 Nevada Bar No. 4750
17 ASHLEY M. FERREL, ESQ.
18 Nevada Bar No. 12207
19 SIMON LAW
20 810 South Casino Center Blvd.
21 Las Vegas, Nevada 89101
22
23
24
25
26
27
28


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.

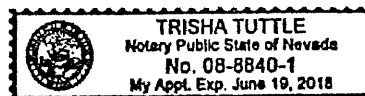
9 That he is owed for attorney's fees for a reasonable fee for the services which have been
10 rendered for the client, plus outstanding court costs and out-of-pocket costs, currently in the amount
11 of \$80,326.86, and which are continuing to accrue, as advanced by the Law Office of Daniel S. Simon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

26
27
28

Notary Public



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

CERTIFICATE OF 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:

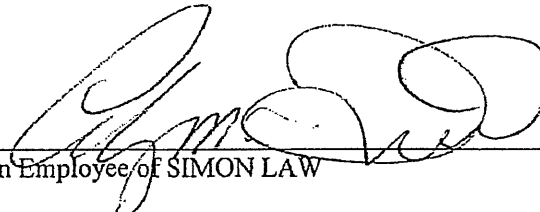
Theodore Parker, III, Esq.
PARKER NELSON & ASSOCIATES
2460 Professional Court, Ste. 200
Las Vegas, NV 89128
Attorney for Defendant
Lange Plumbing, LLC

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

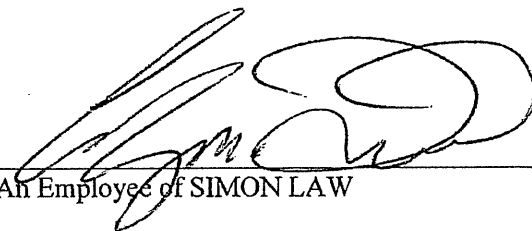

An Employee of SIMON LAW

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

CERTIFICATE OF MAIL

I hereby certify that on this 1st day of December, 2017, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth
645 Saint Croix Street
Henderson, Nevada 89012


An Employee of SIMON LAW

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

CERTIFICATE OF MAIL

I hereby certify that on this 15th day of December, 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:

Bob Paine
Zurich North American Insurance Company
10 S. Riverside Plz.
Chicago, IL 60606
Claims Adjustor for
Zurich North American Insurance Company

Daniel Polsenberg, Esq.
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

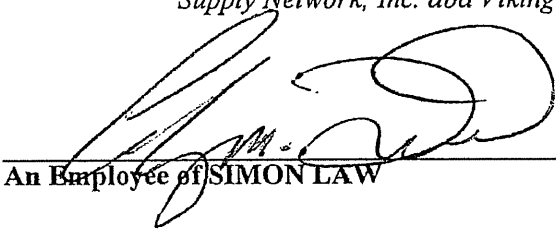

An Employee of SIMON LAW

EXHIBIT 8

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 Brian & Angela Edgeworth
 645 Saint Croix St.
 Henderson, NV. 89012

1. Article Addressed to:
 Brian & Angela Edgeworth
 645 Saint Croix St.
 Henderson, NV. 89012

2. Article Number (Transfer from service label)
 7005 1160 0003 6591 2385

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Address
 C. Date of Delivery 12-4-11
 D. Is delivery address different from item 1? ☒ Yes
 If YES, enter delivery address below: No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☒ Certified Mail®
☒ Return Receipt for Merchandise
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation
☐ Insured Mail
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 American Grating
 1191 Center Point Drive
 Ste. A
 Henderson, NV 89074

1. Article Addressed to:
 American Grating
 1191 Center Point Drive
 Ste. A
 Henderson, NV 89074

2. Article Number (Transfer from service label)
 7008 3230 0001 1011 3509

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Address
 C. Date of Delivery 12-4-11
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☒ Certified Mail®
☒ Return Receipt for Merchandise
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation
☐ Insured Mail
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 Edgeworth Family Trust
 645 Saint Croix St.
 Henderson, NV 89012

1. Article Addressed to:
 Edgeworth Family Trust
 645 Saint Croix St.
 Henderson, NV 89012

2. Article Number (Transfer from service label)
 9590 9402 2854 7069 0893 09

Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Address
 C. Date of Delivery 12-6-11
 D. Is delivery address different from item 1? ☒ Yes
 If YES, enter delivery address below: No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☒ Certified Mail®
☒ Return Receipt for Merchandise
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation
☐ Insured Mail
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 Joel Henricol, Esq.
 Lewis Roca Rothgerber
 Christie
 39413 Howard Hughes Parkway
 Ste. 600
 Las Vegas, NV. 89169

1. Article Addressed to:
 Joel Henricol, Esq.
 Lewis Roca Rothgerber
 Christie
 39413 Howard Hughes Parkway
 Ste. 600
 Las Vegas, NV. 89169

2. Article Number (Transfer from service label)
 005 1160 0003 6591 2392

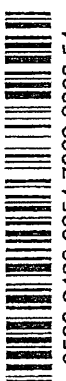

Form 3811, July 2015 PSN 7530-02-000-9053

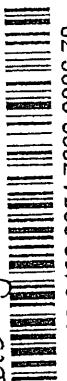
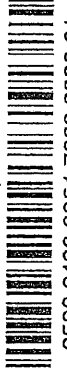
COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☒ Address
 C. Date of Delivery 12-4-11
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: No

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature
☐ Registered Mail™
☒ Certified Mail®
☒ Return Receipt for Merchandise
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation
☐ Insured Mail
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p>Angela Bullock Kingsale Insurance Comp. 221 Edward Holland Dr. Ste 400 Richmond, VA 23130</p>  <p>9590 9402 2854 7069 0893 54</p> <p>Article Number (Transfer from service label)</p> <p>7015 1520 0001 4968 140</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> Address</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	<p>1. Article Addressed to:</p> <p>Randolph Sinnott, Esq. Sinnott, Pueblo, Campaigne & Curet 550 S. Hope Street, Ste. 2350 Los Angeles, CA. 90071</p>  <p>9590 9402 2854 7069 0893 47</p> <p>Article Number (Transfer from service label)</p> <p>7015 1520 0001 4968 1389</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> Address</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input checked="" type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input checked="" type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>		

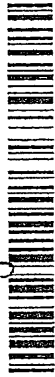
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p>Heodore Parker III, Esq. Arthur Nelson & Associates 400 Professional Court Ste 200 Las Vegas, NV 89128</p>  <p>9590 9402 2854 7069 0886 78</p> <p>Article Number (Transfer from service label)</p> <p>7005 1160 0003 6591 2361</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> Address</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	<p>1. Article Addressed to:</p> <p>Michael J. Nunez, Esq. Murchison & Cumming, LLP 350 S. Rampart Blvd. Ste. 320 Las Vegas, NV. 89145</p>  <p>9590 9402 2854 7069 0886 61</p> <p>Article Number (Transfer from service label)</p> <p>7015 1520 0001 4968 1396</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> Address</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input checked="" type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input checked="" type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>		

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet C. Pancoast, Esq.
Cisneros & Marías
1160 N. Town Center Dr. Ste. 130
Las Vegas NV 89144



9590 9402 2854 7069 0886 54

2. Article Number (Transfer from service label)

7005 1160 0003 6591 2354

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent

[Signature] ☐ Addressee

B. Received by (Printed Name) ☐ Date of Delivery *12-2-11*

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☒ Return Receipt for Merchandise
 - ☐ Signature Confirmation®
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT 9

SIMON LAW
A PROFESSIONAL CORPORATION
810 SOUTH CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA 89101

TELEPHONE (702) 364-1650

FACSIMILE (702) 364-1655

December 7, 2017

Robert Vannah, Esq.
John Greene, Esq.
400 South 7th Street, Suite 400
Las Vegas, Nevada 89101

RE: Edgeworth v. Viking, et al.

Dear Mr. Vannah,

It was a pleasure speaking with you today. Pursuant to your direction, based on the wishes of the client, all client communication will be directed to your office.

Thank you for confirming that the pending evidentiary hearing concerning Viking, may be taken off calendar. There are pending motions on the enforceability of the Lange contract which need to be addressed in the very near term. We have moved to enforce the contract; and, Lange has asked the Court to find the contract void. The Lange brief to void the contract is attached. Because of the motion briefing schedule, the decision to take the pending motions off calendar should be made on or before Monday, December 11, 2017.

An issue of concern is the current settlement proposal from Lange. The offer is \$100,000.00 with an offset of approximately \$22,000.00 for a net offer of about \$78,000.00. The \$78k would be "new" money in addition to the \$6M offered by Viking. If the Lange offer is accepted it would end the case and no other recovery for the subject incident would be possible. If the Lange offer is not accepted, then Viking will need to file a motion for Good Faith settlement. See attached motion. If the motion is granted, then the \$6M settlement will be paid. If denied, then the \$6M payment will be delayed an indeterminate time.

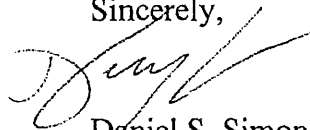
The Lange offer is good as far as the property damage claims are concerned. However, there is a potential for recovery of attorney fees and costs from Lange

based upon the Lange contract with American Grating LLC. If the current Lange offer is accepted the potential recovery of attorney fees and costs pursuant to the contract will be waived. If the Lange motion to void the contract is granted, then the claim against Lange for attorney fees and costs will be destroyed (unless there is a successful appeal).

Simon Law is reviewing the case file and work performed from the outset that has not been billed (including such things as obtaining a forensic copy of case related e-mails and phone records) to provide a comprehensive hourly bill. It is reasonably expected at this time that the hourly bill may well exceed a total of \$1.5M and the costs currently are approximately \$200,000. The size of the billing and costs incurred should be considered in the decision to accept the current Lange offer or to continue to pursue Lange under the contract.

Thank you for your assistance in this matter. I have discussed the above with the client previously, but the situation requires a review. If there are any questions, or if any additional information is needed, please let me know.

Sincerely,



Daniel S. Simon

EXHIBIT 10

VANNAH & VANNAH

AN ASSOCIATION OF ATTORNEYS
INCLUDING PROFESSIONAL CORPORATIONS

December 7, 2017

CONSENT TO SETTLE

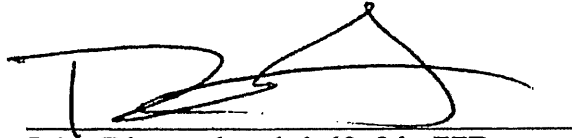
RE: EFT & AMERICAN GRATING v. LANGE

WE, Brian Edgeworth and Angela Edgeworth, on behalf of the Edgeworth Family Trust (EFT) and American Grating, consent to settle all claims against LANGE for the gross amount of \$100,000, minus sums owed to LANGE pursuant to the Contract. We acknowledge that our attorneys have advised us that by settling the outstanding claims with LANGE, we will be waiving all claims for attorneys' fees, including any contingency fee that a court may award to the Law Office of Daniel S. Simon. By settling our claims with LANGE, we understand that LANGE will also agree to dismiss all claims against VIKING entities, including claims for contribution and indemnity. Also, we understand that no party to the litigation will oppose any motion for Good Faith Settlement. We understand and agree that by settling our claims against LANGE and VIKING, all aspects and claims related to the litigation will be resolved and dismissed with prejudice.

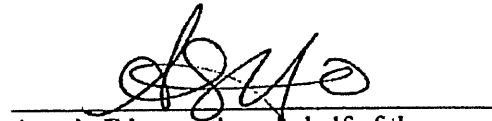
We acknowledge that Mr. Vannah has also explained to us that to continue to litigate with LANGE is economically speculative, as we've already been made more than whole with the settlement with the VIKING entities, and LANGE may be legally entitled to an offset for the amount of the settlement paid to us by VIKING. We also understand that to continue to litigate with LANGE over the payment of attorneys fees is also not only speculative, but is akin to throwing good money after bad by spending considerably more money on attorneys fees in an effort to recover attorneys fees.

Rather, we acknowledge that Mr. Vannah has advised us to settle with LANGE for the negotiated amount of \$100,000 and we consent to settle.

DATED this 7th day of December, 2017.

A handwritten signature in black ink, appearing to be 'B Edgeworth', written over a horizontal line.

Brian Edgeworth on behalf of the EFT
and American Grating

A handwritten signature in black ink, appearing to be 'A Edgeworth', written over a horizontal line.

Angela Edgeworth on behalf of the
EFT and American Grating

EXHIBIT 11

C1-10269-I (07/16)

ZURICH AMERICAN INSURANCE COMPANY

P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO.	DATE ISSUED	ISSUING OFFICE
9620221400-001	12/8/2017	HO
POLICY NO.	DATE OF LOSS	ISSUED BY
GLO-8250029-04	4/9/2016	8X
INSURED	The Viking Corporation	

NATURE OF PAYMENT

NO. 299 0007621

Settlement of all Fire sprinkler related claims

\$ 288,572.00

VALID	PAY	KD	AMOUNT
<u>PRDPD</u>	<u>60</u>	<u>CLM</u>	<u>\$288,572.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TAX ID 880354871

NON-NEGOTIABLE

THIS IS NOT A NEGOTIABLE INSTRUMENT

ZURICH AMERICAN INSURANCE COMPANY

P.O. BOX 66946 CHICAGO, IL 60666-6946

56-1544
441

NO. 299 0007621

CLAIM NO. 9620221400-001

CLAIM HANDLING OFFICE NO. 26

EXACTLY \$288,572**** DOLLARS AND 00*CENTS

VOID AFTER 180 DAYS

PAY TO THE ORDER OF Edgeworth Family Trust and its Trustees Brian Edgeworth & Angela Edgeworth; American Grating, LLC; and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$288,572.00

TO: JPMORGAN CHASE BANK, N.A.
COLUMBUS, OH

Christine K
CM #13

⑈ 2990007621⑈ ⑆044115443⑆ 528291201⑈

WA00138

C1-10269-I (07/16)

ZURICH AMERICAN INSURANCE COMPANY
P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO.	DATE ISSUED	ISSUING OFFICE
9260157452 -001	12/8/2017	HO
POLICY NO.	DATE OF LOSS	ISSUED BY
AUC-0144193-00	1/1/2016	8X
INSURED	Viking Corporation	

NATURE OF PAYMENT

NO. 299 0007622

Settlement of all Fire sprinkler related
claims

\$ 5,711,428.00

VALID	PAY	KD	AMOUNT
<u>UBRGP</u>	60	CLM	\$5,711,428.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TAX ID 880354871

NON-NEGOTIABLE

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ZURICH AMERICAN INSURANCE COMPANY

P.O. BOX 66946 CHICAGO, IL 60666-6946

56-1544
441

NO. 299 0007622

CLAIM NO. 9260157452 -001

CLAIM HANDLING OFFICE NO. 26

EXACTLY \$5,711,428**** DOLLARS AND 00**CENTS

VOID AFTER 180 DAYS

PAY TO THE ORDER OF Edgeworth Family Trust and its Trustees Brian
Edgeworth & Angela Edgworth; American Grating, LLC;
and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$5,711,428.00

TO: JPMORGAN CHASE BANK, N.A.
COLUMBUS, OH

Christine R.
Steph Harris

⑈ 2990007622⑈ ⑆044115443⑆ 528291201⑈

WA00139

EXHIBIT 12

Re: Edgeworth v. Viking

Robert Vannah <rvannah@vannahlaw.com>

Tue 12/26/2017 12:18 PM

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

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

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

Sent from my iPad

On Dec 26, 2017, at 10:46 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

Bob,

Mr. Simon is out of town, returning after the New Year. As I understand it, Mr. Simon had a discussion with Mr. Greene on December 18. Mr. Simon was trying to facilitate deposit into the Simon Law trust account before he left town. Mr. Simon was informed that the clients were not available until after the New Year. The conversation was documented on the 18th via email. Given that, I don't see anything happening this week.

Simon Law has an obligation to safe keep the settlement funds. While Mr. Simon is open to discussion, I think the choice at this time is the Simon Law trust account or interplead with the Court.

Let's stay in touch this week and see if we can get something set up for after the New Year.

Jim

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

Las Vegas NV 89101
(702) 272-0406

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

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

Sent from my iPad

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

Folks,

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

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

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

Any concerns, please let me know.

Happy Holidays!

Jim

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

From: John Greene <jgreene@vannahlaw.com>
Sent: Monday, December 18, 2017 1:59:02 PM
To: James R. Christensen
Subject: Fwd: Edgeworth v. Viking

Jim, Bob wanted you to see this, and I goofed on your email in the original mailing. John

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

From: John Greene <jgreene@vannahlaw.com>

Date: Mon, Dec 18, 2017 at 1:56 PM

Subject: Re: Edgeworth v. Viking

To: Daniel Simon <dan@simonlawlv.com>

Cc: Robert Vannah <rvannah@vannahlaw.com>, jim@christensenlaw.com

Danny:

We'll be in touch regarding when the checks can be endorsed. In the meantime, we need to know exactly how much the clients are going to get from the amount to be deposited. In other words, you have mentioned that there is a disputed amount for your fee. You also mentioned in our conversation that you wanted the clients to endorse the settlement checks before an undisputed amount would be discussed or provided. The clients are entitled to know the exact amount that you are going to keep in your trust account until that issue is resolved. Please provide this information, either directly or through Jim. Thank you.

John

On Mon, Dec 18, 2017 at 1:14 PM, Daniel Simon <dan@simonlawlv.com> wrote:

Thanks for returning my call. You advised that the clients were unable to execute the settlement checks until after the New Year. Obviously, we want to deposit the funds in the trust account to ensure the funds clear, which could take 7-10 days after I can deposit the checks. I am available all week this week, but will be out of the office starting this Friday until after the New Year. Please confirm how you would like to handle. Thanks!

<image001.jpg>

--


John B. Greene, Esq.
VANNAH & VANNAH
400 S. 7th Street, 4th Floor
Las Vegas, Nevada 89101
Phone: (702) 369-4161
Fax: (702) 369-0104
jgreene@vannahlaw.com

--

John B. Greene, Esq.
VANNAH & VANNAH
400 S. 7th Street, 4th Floor
Las Vegas, Nevada 89101
Phone: (702) 369-4161
Fax: (702) 369-0104
jgreene@vannahlaw.com

From: Daniel Simon
Sent: Monday, December 18, 2017 11:03 AM
To: John Greene <jgreene@vannahlaw.com>
Cc: Daniel Simon <dan@simonlawlv.com>
Subject: Edgeworth v. Viking

I have received the settlement checks. Please have the client's come in to my office to sign so I can promptly put them in my trust account. Thanks!!

DANIEL S. SIMON
ATTORNEY AT LAW
 SIMON LAW
810 South Casino Center Blvd.
Las Vegas, NV 89101
(P) 702.364.1650
(F) 702.364.1655
DAN@SIMONLAWLV.COM

WA00144

EXHIBIT 13

James R. Christensen Esq.
601 S. 6th Street
Las Vegas, NV 89101
Ph: (702)272-0406 Fax: (702)272-0415
E-mail: jim@jchristensenlaw.com
Admitted in Illinois and Nevada

December 27, 2017

Via E-Mail

Robert D. Vannah
400 S. 7th Street
Las Vegas, NV 89101
rvannah@vannahlaw.com

Re: Edgeworth v. Viking

Dear Bob:

I look forward to working with you to resolve whatever issues may exist concerning the disbursement of funds in the Edgeworth case. To that end, I suggest we avoid accusations or positions without substance.

This letter is in response to your email of December 26, 2017. I thought it best to provide a formal written response because of the number of issues raised.

Please consider the following time line:

- On Monday, December 18, 2017, Simon Law picked up two Zurich checks in the aggregate amount of \$6,000,000.00. (Exhibit 1; copies of checks.)
- On Monday, December 18, 2017, immediately following check pick-up, Mr. Simon called Mr. Greene to arrange check endorsement. Mr. Simon left a message.

- On Monday, December 18, 2017, Mr. Greene returned the call and spoke to Mr. Simon. (Exhibit 2; confirming email string.)
- During the Monday call, Mr. Simon advised that he would be on a holiday trip and unavailable beginning Friday, December 22, 2017, until after the New Year. Mr. Simon asked that the clients endorse the checks prior to December 22nd. (Exhibit 2.)
- During the Monday call, Mr. Greene told Mr. Simon that the clients would not be available to sign checks until after the New Year. (Exhibit 2.)
- During the Monday call, Mr. Greene stated that he would contact Simon Law about scheduling endorsement. (Exhibit 2.)
- On Friday, December 22, 2017, the Simon family went on their holiday trip.
- On Saturday, December 23, 2017, at 10:45 p.m., an email was sent which indicated that delay in endorsement was not acceptable. The email also raised use of an escrow account as an alternative to the Simon Law trust account. (Exhibit 2.)
- On Tuesday, December 26, 2017, I responded by email and invited scheduling endorsement after the New Year, and discounted the escrow account option. (Exhibit 2.)

In response to your December 26, 2017 email, please consider the following:

1. The clients are available until Saturday. This is new information and it is different from the information provided by Mr. Greene. Regardless, Mr. Simon is out of town until after the New Year.
2. Loss of faith and trust. This is unfortunate, in light of the extraordinary result obtained by Mr. Simon on the client's behalf. However, Mr. Simon is still legally due a reasonable fee for the services rendered. NRS 18.015.
3. Steal the money. We should avoid hyperbole.

4. Time to determine undisputed amount. The time involved is a product of the immense amount of work involved in the subject case, which is clearly evident from the amazing monetary result, and the holidays. And, use of a lien is not “inconsistent with the attorney’s professional responsibilities to the client.” NRS 18.015(5).
5. Time to clear. The checks are not cashier’s checks. (Exhibit 1.) Even a cashier’s check of the size involved would be subject to a “large deposit item hold” per Regulation CC.
6. Interpleader. The interpleader option - deposit with the Court - was offered as an alternative to the Simon Law trust account, to address the loss of faith issue. The cost and time investment is also minimal.
7. Escrow alternative. Escrow does not owe the same duties and obligations as those that apply to an attorney and a trust account. Please compare, *Mark Properties v. National Title Co.*, 117 Nev. 941, 34 P.3d 587 (2001); with, Nev. Rule of Professional Conduct 1.15; SCR 78.5; etc. The safekeeping property duty is also typically seen as non-delegable.

To protect everyone involved, the escrow would have to accept similar duties and obligations as would be owed by an attorney. That would be so far afield from the usual escrow obligations under *Mark*, that it is doubtful that an escrow could be arranged on shorter notice, if at all; and, such an escrow would probably come at great cost.

We are not ruling out this option, we simply see it as un-obtainable. If you believe it is viable and wish to explore it further, please do so.

8. File suit ourselves. An independent action would be far more time consuming and expensive than interpleader. However, that is an option you will have to consider on your own.

9. Fiduciary duty. Simon Law is in compliance with all duties and obligations under the law. *See, e.g.*, NRS 18.015(5).

10. Client damages. I can see no discernable damage claim.

Please let me know if you are willing to discuss moving forward in a collaborative manner.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

/s/ James R. Christensen

JAMES R. CHRISTENSEN

JRC/dmc

cc: Daniel Simon

enclosures

C1-10269-I (07/16)

ZURICH AMERICAN INSURANCE COMPANY
P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO.	DATE ISSUED	ISSUING OFFICE
9620221400-001	12/8/2017	HO
POLICY NO.	DATE OF LOSS	ISSUED BY
GLO-8250029-04	4/9/2016	8X
INSURED	The Viking Corporation	

NATURE OF PAYMENT

NO. 299 0007621

Settlement of all Fire sprinkler related claims

\$ 288,572.00

TAX ID 880354871

VALID	PAY	KD	AMOUNT
<u>PRDPD</u>	<u>60</u>	<u>CLM</u>	<u>\$288,572.00</u>

NON-NEGOTIABLE

THIS IS NOT A NEGOTIABLE INSTRUMENT

ZURICH AMERICAN INSURANCE COMPANY

P.O. BOX 66946 CHICAGO, IL 60666-6946

56-1544
441

NO. 299 0007621

CLAIM NO. 9620221400-001

CLAIM HANDLING OFFICE NO.

26

EXACTLY \$288,572****

DOLLARS AND 00**CENTS

VOID AFTER 180 DAYS

PAY TO THE
ORDER OF

Edgeworth Family Trust and its Trustees Brian
Edgeworth & Angela Edgeworth; American Grating, LLC;
and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$288,572.00



TO: JPMORGAN CHASE BANK, N.A.
COLUMBUS, OH

Christine K
Edgeworth

⑈ 2990007621⑈ ⑆044115443⑆ 528291201⑈

WA00150

C1-10269-I (07/16)

ZURICH AMERICAN INSURANCE COMPANY

P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO. 9260157452 -001	DATE ISSUED 12/8/2017	ISSUING OFFICE HO	
POLICY NO. AUC-0144193-00	DATE OF LOSS 1/1/2016	ISSUED BY 8X	PAYMENT SERVICE DATES
INSURED Viking Corporation			

NATURE OF PAYMENT

NO. 299 0007622

Settlement of all Fire sprinkler related claims

\$ 5,711,428.00

TAX ID 880354871

VALID	PAY	KD	AMOUNT
<u>UBRGP</u>	<u>60</u>	<u>CLM</u>	<u>\$5,711,428.00</u>

NON-NEGOTIABLE**THIS IS NOT A NEGOTIABLE INSTRUMENT**56-1544
441

ZURICH AMERICAN INSURANCE COMPANY

P.O. BOX 66946 CHICAGO, IL 60666-6946

NO. 299 0007622

CLAIM NO. 9260157452 -001

CLAIM HANDLING OFFICE NO. 26

EXACTLY \$5,711,428**** DOLLARS AND 00**CENTS

VOID AFTER 180 DAYS

PAY TO THE ORDER OF Edgeworth Family Trust and its Trustees Brian
Edgeworth & Angela Edgeworth; American Grating, LLC;
and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$5,711,428.00

TO: JPMORGAN CHASE BANK, N.A.
COLUMBUS, OH

Christine K
Steph Harris

⑈ 2990007622⑈ ⑆044115443⑆ 528291201⑈

WA00151

Re: Edgeworth v. Viking

Robert Vannah <rvannah@vannahlaw.com>

Tue 12/26/2017 12:18 PM

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

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

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Sent from my iPad

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Jim

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

Las Vegas NV 89101
(702) 272-0406

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

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Sent from my iPad

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Any concerns, please let me know.

Happy Holidays!

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

From: John Greene <jgreene@vannahlaw.com>
Sent: Monday, December 18, 2017 1:59:02 PM
To: James R. Christensen
Subject: Fwd: Edgeworth v. Viking

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

From: John Greene <jgreene@vannahlaw.com>
Date: Mon, Dec 18, 2017 at 1:56 PM
Subject: Re: Edgeworth v. Viking
To: Daniel Simon <dan@simonlawlv.com>
Cc: Robert Vannah <rvannah@vannahlaw.com>, jim@christensenlaw.com

Danny:

We'll be in touch regarding when the checks can be endorsed. In the meantime, we need to know exactly how much the clients are going to get from the amount to be deposited. In other words, you have mentioned that there is a disputed amount for your fee. You also mentioned in our conversation that you wanted the clients to endorse the settlement checks before an undisputed amount would be discussed or provided. The clients are entitled to know the exact amount that you are going to keep in your trust account until that issue is resolved. Please provide this information, either directly or through Jim. Thank you.

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<image001.jpg>

--
John B. Greene, Esq.
VANNAH & VANNAH
400 S. 7th Street, 4th Floor
Las Vegas, Nevada 89101
Phone: (702) 369-4161
Fax: (702) 369-0104
jgreene@vannahlaw.com

--
John B. Greene, Esq.
VANNAH & VANNAH
400 S. 7th Street, 4th Floor
Las Vegas, Nevada 89101
Phone: (702) 369-4161
Fax: (702) 369-0104
jgreene@vannahlaw.com

From: Daniel Simon

Sent: Monday, December 18, 2017 11:03 AM

To: John Greene <jgreene@vannahlaw.com>


Cc: Daniel Simon <dan@simonlawlv.com>

Subject: Edgeworth v. Viking

I have received the settlement checks. Please have the client's come in to my office to sign so I can promptly put them in my trust account. Thanks!!

DANIEL S. SIMON

ATTORNEY AT LAW

 SIMON LAW

800 South Casino Center Blvd.

Las Vegas, NV 89101

(P) 702.364.1600

(F) 702.364.1655

DAN@SIMONLAWLV.COM

WA00155

EXHIBIT 14

Re: Edgeworth v. Viking

Robert Vannah <rvannah@vannahlaw.com>

Thu 12/28/2017 3:21 PM

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

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

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

Sent from my iPad

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

Bob,

I am available tomorrow for a call.

Jim

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

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

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

Sent from my iPad

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

Bob,

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

How about Bank of Nevada?

Jim

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

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

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

Sent from my iPad

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

Please see attached

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

Las Vegas NV 89101
(702) 272-0406

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

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

Sent from my iPad

On Dec 26, 2017, at 10:46 AM, James R. Christensen <jjim@jchristensenlaw.com> wrote:

Bob,

Mr. Simon is out of town, returning after the New Year. As I understand it, Mr. Simon had a discussion with Mr. Greene on December 18. Mr. Simon was trying to facilitate deposit into the Simon Law trust account before he left town. Mr. Simon was informed that the clients were not available until after the New Year. The conversation was documented on the 18th via email. Given that, I don't see anything happening this week.

Simon Law has an obligation to safe keep the settlement funds. While Mr. Simon is open to discussion, I think the choice at this time is the Simon Law trust account or interplead with the Court.

Let's stay in touch this week and see if we can get something set up for after the New Year.

WA00159

Jim

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

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

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

Sent from my iPad

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

Folks,

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

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

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

Any concerns, please let me know.

Happy Holidays!

Jim

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

From: John Greene
<jgreene@vannahlaw.com>
Sent: Monday, December 18, 2017 1:59:02 PM
To: James R. Christensen
Subject: Fwd: Edgeworth v. Viking

Jim, Bob wanted you to see this, and I goofed on your email in the original mailing. John

----- Forwarded message -----
From: John Greene <jgreene@vannahlaw.com>
Date: Mon, Dec 18, 2017 at 1:56 PM
Subject: Re: Edgeworth v. Viking
To: Daniel Simon <dan@simonlawlv.com>
Cc: Robert Vannah <rvannah@vannahlaw.com>, jim@christensenlaw.com

Danny:

We'll be in touch regarding when the checks can be endorsed. In the meantime, we need to know exactly how much the clients are going to get from the amount to be deposited. In other words, you have mentioned that there is a disputed amount for your fee. You also mentioned in our conversation that you wanted the clients to endorse the settlement checks before an undisputed amount would be discussed or provided. The clients are entitled to know the exact amount that you are going to keep in your trust account until that issue is resolved. Please provide this information, either directly or through Jim. Thank you.

John

On Mon, Dec 18, 2017 at 1:14 PM, Daniel Simon <dan@simonlawlv.com> wrote:

Thanks for returning my call. You advised that the clients were unable to execute the settlement

WA00161

checks until after the New Year. Obviously, we want to deposit the funds in the trust account to ensure the funds clear, which could take 7-10 days after I can deposit the checks. I am available all week this week, but will be out of the office starting this Friday until after the New Year. Please confirm how you would like to handle. Thanks!

<image001.jpg>

--

John B. Greene, Esq.
VANNAH & VANNAH
400 S. 7th Street, 4th Floor
Las Vegas, Nevada 89101
Phone: (702) 369-4161
Fax: (702) 369-0104
jgreene@vannahlaw.com

--

John B. Greene, Esq.
VANNAH & VANNAH
400 S. 7th Street, 4th Floor
Las Vegas, Nevada 89101
Phone: (702) 369-4161
Fax: (702) 369-0104
jgreene@vannahlaw.com

<Ltr to Mr. Vannah.pdf>

<Zurich_Check[1].pdf>

<Zurich_Check[1].pdf>

<Email string.pdf>

EXHIBIT 15



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 AMENDED ATTORNEY'S LIEN

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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

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

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

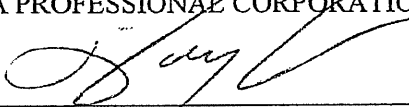
1 rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office
2 of Daniel S. Simon in the sum of \$76,535.93, which remains outstanding.

3 The Law Office of Daniel S. Simon claims a lien in the above amount, which is a reasonable
4 fee for the services rendered by the Law Office of Daniel S. Simon on any settlement funds, plus
5 outstanding court costs and out-of-pocket costs currently in the amount of \$76,535.93, and which are
6 continuing to accrue, as advanced by the Law Office of Daniel S. Simon in an amount to be
7 determined upon final resolution. The above amount remains due, owing and unpaid, for which
8 amount, plus interest at the legal rate, lien is claimed.

9 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered
10 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,
11 or any other action, from the time of service of this notice.

12 Dated this 2nd day of January, 2018.

13 THE LAW OFFICE OF DANIEL S. SIMON,
14 A PROFESSIONAL CORPORATION

15 

16 DANIEL S. SIMON, ESQ.
17 Nevada Bar No. 4750
18 ASHLEY M. FERREL, ESQ.
19 Nevada Bar No. 12207
20 810 South Casino Center Blvd.
21 Las Vegas, Nevada 89101
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26
27
28

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

CERTIFICATE OF E-SERVICE & U.S. MAIL

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 2nd day of January, 2018, I served the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return

Receipt Requested:

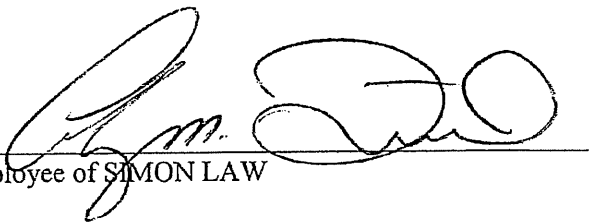
Theodore Parker, III, Esq.
PARKER NELSON & ASSOCIATES
2460 Professional Court, Ste. 200
Las Vegas, NV 89128
Attorney for Defendant
Lange Plumbing, LLC

Michael J. Nunez, Esq.
MURCHISON & CUMMING, LLP
350 S. Rampart Blvd., Ste. 320
Las Vegas, NV 89145
Attorney for Third Party Defendant
Giberti Construction, LLC

Janet C. Pancoast, Esq.
CISNEROS & MARIAS
1160 N. Town Center Dr., Suite 130
Las Vegas, NV 89144
Attorney for Defendant
The Viking Corporation and
Supply Network, Inc. dba Viking Supplynet

Randolph P. Sinnott, Esq.
SINNOTT, PUEBLA, CAMPAGNE
& CURET, APLC
550 S. Hope Street, Ste. 2350
Los Angeles, CA 90071
Attorney for Zurich American Insurance Co.

Angela Bullock
Kinsale Insurance Company
2221 Edward Holland Drive, Ste. 600
Richmond, VA 23230
Senior Claims Examiner for
Kinsale Insurance Company


An Employee of SIMON LAW

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

CERTIFICATE OF U.S. MAIL

I hereby certify that on this 2nd day of January, 2018, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth
645 Saint Croix Street
Henderson, Nevada 89012

American Grating
1191 Center point Drive, Ste. A
Henderson, NV 89074

Edgeworth Family Trust
645 Saint Croix Street
Henderson, Nevada 89012

Robert Vannah, Esq.
VANNAH & VANNAH
400 South Seventh Street, Ste. 400
Las Vegas, NV 89101

Bob Paine
Zurich North American Insurance Company
10 S. Riverside Plz.
Chicago, IL 60606
Claims Adjustor for
Zurich North American Insurance Company

Joel Henriod, Esq.
Lewis Roca Rothgerber Christie
3993 Howard Hughes Parkway, Ste. 600
Las Vegas, NV 89169
The Viking Corporation and
Supply Network, Inc. dba Viking Supplynet



An Employee of SIMON LAW

EXHIBIT 16

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature ☐ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

American Grating
1191 Center Point Dr.
Ste. A
Henderson, NV 89074



9590 9402 2854 7069 0807 57

Article Number (Transfer from service label)
7017 1450 0001 0575 6328

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

1. Complete items 1, 2, and 3.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature ☐ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Robert Vannish, Esq.
Vannish & Vannish
400 S. Seventh St., Ste
400
Las Vegas, NV 89101



9590 9402 2854 7069 0807 02

Article Number (Transfer from service label)
017 1450 0001 0575 635b

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

1. Complete items 1, 2, and 3.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature ☐ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Brian & Angela Edgeworth
645 Saint Croix St.
Henderson, NV 89012



9590 9402 2854 7069 0807 33

Article Number (Transfer from service label)
7017 1450 0001 0575 6342

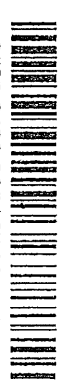
PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

1. Complete items 1, 2, and 3.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature ☐ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Edgeworth Family Trust
645 Saint Croix St.
Henderson, NV 89012



9590 9402 2854 7069 0807 40

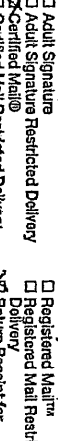
Article Number (Transfer from service label)
7017 1450 0001 0575 6335

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Brian & Angela Edgeworth
645 Saint Croix St.
Henderson, NV 89012



9590 9402 2854 7069 0807 33

Article Number (Transfer from service label)
7017 1450 0001 0575 6342

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

1. Complete items 1, 2, and 3.
2. Print your name and address on the reverse so that we can return the card to you.
3. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature ☐ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Edgeworth Family Trust
645 Saint Croix St.
Henderson, NV 89012



9590 9402 2854 7069 0807 40

Article Number (Transfer from service label)
7017 1450 0001 0575 6335

PS Form 3811, July 2015 PSN 7530-02-000-9053

RECIPIENT: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse
 so that we can return the card to you.
 Attach this card to the back of the mailpiece,
 on the front if space permits.

Addressed to:

Richard Nunez, Esq.
 Churchison & Cummings
 50 S. Rampart, Ste. 300
 Las Vegas, NV 89145



590 9402 2854 7069 0892 86

PS Form 3811, July 2015 PSN 7530-02-000-9053

17 1450 0001 0575 6267

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

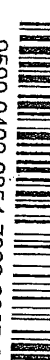
Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse
 so that we can return the card to you.
 Attach this card to the back of the mailpiece,
 on the front if space permits.

Article Addressed to:

Joel Henrich, Esq.
 Lewis Roca Ratterber
 Christie
 3993 Howard Hughes Parkway
 Ste. 600, Las Vegas, NV 89149



9590 9402 2854 7069 0807 64

PS Form 3811, July 2015 PSN 7530-02-000-9053

2017 1450 0001 0575 6311

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
☐ Print your name and address on the reverse so that we can return the card to you.
☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet Bancast, Esq.
 Cisneros & Marias
 1160 N. Town Center Dr.
 Ste. 130
 Las Vegas, NV 89144



9590 9402 2854 7069 0807 95

2. Article Number (Transfer from service label)

7017 1450 0001 0575 6298

PS Form 3811, July 2015 PSN 7530-02-000-9033

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
☐ Print your name and address on the reverse so that we can return the card to you.
☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Angela Bullock
 Kinsale Insurance Co.
 2021 Edward Holland Dr.
 Ste. 600
 Richmond, VA 23230



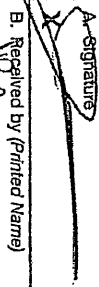
9590 9402 2854 7069 0892 79

2. Article Number (Transfer from service label)

7017 1450 0001 0575 6274

PS Form 3811, July 2015 PSN 7530-02-000-9033

COMPLETE THIS SECTION ON DELIVERY

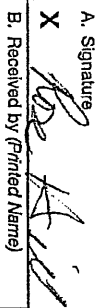
- A. Signature  ☐ Agent ☐ Addressee
 B. Received by (Printed Name) STAPERS C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☐ Addressee
 B. Received by (Printed Name) Angela Bullock C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT 17

Electronically Filed
1/4/2018 11:56 AM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson

1 COMP
2 ROBERT D. VANNAH, ESQ.
3 Nevada Bar. No. 002503
4 JOHN B. GREENE, ESQ.
5 Nevada Bar No. 004279
6 VANNAH & VANNAH
7 400 South Seventh Street, 4th Floor
8 Las Vegas, Nevada 89101
9 Telephone: (702) 369-4161
10 Facsimile: (702) 369-0104
11 jgreene@vannahlaw.com

12 *Attorneys for Plaintiffs*

13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

15 EDGEWORTH FAMILY TRUST; AMERICAN
16 GRATING, LLC,

17 Plaintiffs,

18 vs.

19 DANIEL S. SIMON, d/b/a SIMON LAW; DOES
20 I through X, inclusive, and ROE
21 CORPORATIONS I through X, inclusive,

22 Defendants.

CASE NO.:
DEPT NO.:

A-18-767242-C
Department 14

COMPLAINT

23 Plaintiffs EDGEWORTH FAMILY TRUST (EFT) and AMERICAN GRATING, LLC
24 (AGL), by and through their undersigned counsel, ROBERT D. VANNAH, ESQ., and JOHN B.
25 GREENE, ESQ., of VANNAH & VANNAH, and for their causes of action against Defendants,
26 complain and allege as follows:

27 1. At all times relevant to the events in this action, EFT is a legal entity organized
28 under the laws of Nevada. Additionally, at all times relevant to the events in this action, AGL is a
domestic limited liability company organized under the laws of Nevada. At times, EFT and AGL
are referred to as PLAINTIFFS.

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400 South Seventh Street, 4th Floor - Las Vegas, Nevada 89101
Telephone (702) 369-4161 Facsimile (702) 369-0104

2. PLAINTIFFS are informed, believe, and thereon allege that Defendant DANIEL S. SIMON (SIMON) is an attorney licensed to practice law in the State of Nevada and doing business as SIMON LAW.

3. The true names of DOES I through X, their citizenship and capacities, whether individual, corporate, associate, partnership or otherwise, are unknown to PLAINTIFFS who therefore sue these defendants by such fictitious names. PLAINTIFFS are informed, believe, and thereon allege that each of the Defendants, designated as DOES I through X, are or may be, legally responsible for the events referred to in this action, and caused damages to PLAINTIFFS, as herein alleged, and PLAINTIFFS will ask leave of this Court to amend the Complaint to insert the true names and capacities of such Defendants, when the same have been ascertained, and to join them in this action, together with the proper charges and allegations.

4. That the true names and capacities of Defendants named herein as ROE CORPORATIONS I through X, inclusive, are unknown to PLAINTIFFS, who therefore sue said Defendants by such fictitious names. PLAINTIFF are informed, believe, and thereon allege that each of the Defendants designated herein as a ROE CORPORATION Defendant is responsible for the events and happenings referred to and proximately caused damages to PLAINTIFFS as alleged herein. PLAINTIFFS ask leave of the Court to amend the Complaint to insert the true names and capacities of ROE CORPORATIONS I through X, inclusive, when the same have been ascertained, and to join such Defendants in this action.

5. DOES I through V are Defendants and/or employers of Defendants who may be liable for Defendant's negligence pursuant to N.R.S. 41.130, which states:

[e]xcept as otherwise provided in N.R.S. 41.745, whenever any person shall suffer personal injury by wrongful act, neglect or default of another, the person causing the injury is liable to the person injured for damages; and where the person causing the injury is employed by another person or corporation responsible for his conduct, that person or corporation so responsible is liable to the person injured for damages.

6. Specifically, PLAINTIFFS allege that one or more of the DOE Defendants was and is liable to PLAINTIFFS for the damages they sustained by SIMON'S breach of the contract for services and the conversion of PLAINTIFFS personal property, as herein alleged.

7. ROE CORPORATIONS I through V are entities or other business entities that participated in SIMON'S breach of the oral contract for services and the conversion of PLAINTIFFS personal property, as herein alleged.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

8. On or about May 1, 2016, PLAINTIFFS retained SIMON to represent their interests following a flood that occurred on April 10, 2016, in a home under construction that was owned by PLAINTIFFS. That dispute was subject to litigation in the 8th Judicial District Court as Case Number A-16-738444-C (the LITIGATION), with a trial date of January 8, 2018. A settlement in favor of PLAINTIFFS for a substantial amount of money was reached with defendants prior to the trial date.

9. At the outset of the attorney-client relationship, PLAINTIFFS and SIMON orally agreed that SIMON would be paid for his services at an hourly rate of \$550 and that fees and costs would be paid as they were incurred (the CONTRACT). The terms of the CONTRACT were never reduced to writing.

10. Pursuant to the CONTRACT, SIMON sent invoices to PLAINTIFFS on December 16, 2016, May 3, 2017, August 16, 2017, and September 25, 2017. The amount of fees and costs SIMON billed PLAINTIFFS totaled \$486,453.09. PLAINTIFFS paid the invoices in full to SIMON. SIMON also submitted an invoice to PLAINTIFFS in October of 2017 in the amount of \$72,000. However, SIMON withdrew the invoice and failed to resubmit the invoice to PLAINTIFFS, despite a request to do so. It is unknown to PLAINTIFFS whether SIMON ever disclosed the final invoice to the defendants in the LITIGATION or whether he added those fees and costs to the mandated computation of damages.

1 11. SIMON was aware that PLAINTIFFS were required to secure loans to pay
2 SIMON'S fees and costs in the LITIGATION. SIMON was also aware that the loans secured by
3 PLAINTIFFS accrued interest.

4 12. As discovery in the underlying LITIGATION neared its conclusion in the late fall
5 of 2017, and thereafter blossomed from one of mere property damage to one of significant and
6 additional value, SIMON approached PLAINTIFFS with a desire to modify the terms of the
7 CONTRACT. In short, SIMON wanted to be paid far more than \$550.00 per hour and the
8 \$486,453.09 he'd received from PLAINTIFFS over the previous eighteen (18) months. However,
9 neither PLAINTIFFS nor SIMON agreed on any terms.

10 13. On November 27, 2017, SIMON sent a letter to PLAINTIFFS setting forth
11 additional fees in the amount of \$1,114,000.00, and costs in the amount of that \$80,000.00, that he
12 wanted to be paid in light of a favorable settlement that was reached with the defendants in the
13 LITIGATION. The proposed fees and costs were in addition to the \$486,453.09 that PLAINTIFFS
14 had already paid to SIMON pursuant to the CONTRACT, the invoices that SIMON had presented
15 to PLAINTIFFS, the evidence produced to defendants in the LITIGATION, and the amounts set
16 forth in the computation of damages disclosed by SIMON in the LITIGATION.

17 14. A reason given by SIMON to modify the CONTRACT was that he purportedly
18 under billed PLAINTIFFS on the four invoices previously sent and paid, and that he wanted to go
19 through his invoices and create, or submit, additional billing entries. According to SIMON, he
20 under billed in the LITIGATION in an amount in excess of \$1,000,000.00. An additional reason
21 given by SIMON was that he felt his work now had greater value than the \$550.00 per hour that
22 was agreed to and paid for pursuant to the CONTRACT. SIMON prepared a proposed settlement
23 breakdown with his new numbers and presented it to PLAINTIFFS for their signatures.

24 15. Some of PLAINTIFFS' claims in the LITIGATION were for breach of contract and
25 indemnity, and a material part of the claim for indemnity against Defendant Lange was the fees
26
27
28

1 and costs PLAINTIFFS were compelled to pay to SIMON to litigate and be made whole following
2 the flooding event.

3 16. In support of PLAINTIFFS' claims in the LITIGATION, and pursuant to NRCP
4 16.1, SIMON was required to present prior to trial a computation of damages that PLAINTIFFS
5 suffered and incurred, which included the amount of SIMON'S fees and costs that PLAINTIFFS
6 paid. There is nothing in the computation of damages signed by and served by SIMON to reflect
7 fees and costs other than those contained in his invoices that were presented to and paid by
8 PLAINTIFFS. Additionally, there is nothing in the evidence or the mandatory pretrial disclosures
9 in the LITIGATION to support any additional attorneys' fees generated by or billed by SIMON, let
10 alone those in excess of \$1,000,000.00.

11
12 17. Brian Edgeworth, the representative of PLAINTIFFS in the LITIGATION, sat for a
13 deposition on September 27, 2017. Defendants' attorneys asked specific questions of Mr.
14 Edgeworth regarding the amount of damages that PLAINTIFFS had sustained, including the
15 amount of attorneys fees and costs that had been paid to SIMON. At page 271 of that deposition, a
16 question was asked of Mr. Edgeworth as to the amount of attorneys' fees that PLAINTIFFS had
17 paid to SIMON in the LITIGATION prior to May of 2017. At lines 18-19, SIMON interjected:
18 "They've all been disclosed to you." At lines 23-25, SIMON further stated: "The attorneys' fees
19 and costs for both of these plaintiffs as a result of this claim have been disclosed to you long ago."
20 Finally, at page 272, lines 2-3, SIMON further admitted concerning his fees and costs: "And
21 they've been updated as of last week."
22

23
24 18. Despite SIMON'S requests and demands for the payment of more in fees,
25 PLAINTIFFS refuse, and continue to refuse, to alter or amend the terms of the CONTRACT.

26 19. When PLAINTIFFS refused to alter or amend the terms of the CONTRACT,
27 SIMON refused, and continues to refuse, to agree to release the full amount of the settlement
28 proceeds to PLAINTIFFS. Additionally, SIMON refused, and continues to refuse, to provide

1 PLAINTIFFS with either a number that reflects the undisputed amount of the settlement proceeds
2 that PLAINTIFFS are entitled to receive or a definite timeline as to when PLAINTIFFS can
3 receive either the undisputed number or their proceeds.

4 20. PLAINTIFFS have made several demands to SIMON to comply with the
5 CONTRACT, to provide PLAINTIFFS with a number that reflects the undisputed amount of the
6 settlement proceeds, and/or to agree to provide PLAINTIFFS settlement proceeds to them. To
7 date, SIMON has refused.

9 **FIRST CLAIM FOR RELIEF**

10 **(Breach of Contract)**

11 21. PLAINTIFFS repeat and reallege each allegation set forth in paragraphs 1 through
12 20 of this Complaint, as though the same were fully set forth herein.

13 22. PLAINTIFFS and SIMON have a CONTRACT. A material term of the
14 CONTRACT is that SIMON agreed to accept \$550.00 per hour for his services rendered. An
15 additional material term of the CONTRACT is that PLAINTIFFS agreed to pay SIMON'S
16 invoices as they were submitted. An implied provision of the CONTRACT is that SIMON owed,
17 and continues to owe, a fiduciary duty to PLAINTIFFS to act in accordance with PLAINTIFFS
18 best interests.

19 23. PLAINTIFFS and SIMON never contemplated, or agreed in the CONTRACT, that
20 SIMON would have any claim to any portion of the settlement proceeds from the LITIGATION.

21 24. PLAINTIFFS paid in full and on time all of SIMON'S invoices that he submitted
22 pursuant to the CONTRACT.

23 25. SIMON'S demand for additional compensation other than what was agreed to in the
24 CONTRACT, and than what was disclosed to the defendants in the LITIGATION, in exchange for
25 PLAINTIFFS to receive their settlement proceeds is a material breach of the CONTRACT.
26
27
28

1 26. SIMON'S refusal to agree to release all of the settlement proceeds from the
2 LITIGATION to PLAINTIFFS is a breach of his fiduciary duty and a material breach of the
3 CONTRACT.

4 27. SIMON'S refusal to provide PLAINTIFFS with either a number that reflects the
5 undisputed amount of the settlement proceeds that PLAINTIFFS are entitled to receive or a
6 definite timeline as to when PLAINTIFFS can receive either the undisputed number or their
7 proceeds is a breach of his fiduciary duty and a material breach of the CONTRACT.

8 28. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS
9 incurred compensatory and/or expectation damages, in an amount in excess of \$15,000.00.

10 29. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS
11 incurred foreseeable consequential and incidental damages, in an amount in excess of \$15,000.00.

12 30. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS have
13 been required to retain an attorney to represent their interests. As a result, PLAINTIFFS are
14 entitled to recover attorneys' fees and costs.

15 **SECOND CLAIM FOR RELIEF**

16 **(Declaratory Relief)**

17 31. PLAINTIFFS repeat and reallege each allegation and statement set forth in
18 Paragraphs 1 through 30, as set forth herein.

19 32. PLAINTIFFS orally agreed to pay, and SIMON orally agreed to receive, \$550.00
20 per hour for SIMON'S legal services performed in the LITIGATION.

21 33. Pursuant to four invoices, SIMON billed, and PLAINTIFFS paid, \$550.00 per hour
22 for a total of \$486,453.09, for SIMON'S services in the LITIGATION.

23 34. Neither PLAINTIFFS nor SIMON ever agreed, either orally or in writing, to alter or
24 amend any of the terms of the CONTRACT.

1 35. The only evidence that SIMON produced in the LITIGATION concerning his fees
2 are the amounts set forth in the invoices that SIMON presented to PLAINTIFFS, which
3 PLAINTIFFS paid in full.

4 36. SIMON admitted in the LITIGATION that the full amount of his fees incurred in
5 the LITIGATION was produced in updated form on or before September 27, 2017. The full
6 amount of his fees, as produced, are the amounts set forth in the invoices that SIMON presented to
7 PLAINTIFFS and that PLAINTIFFS paid in full.

8 37. Since PLAINTIFFS and SIMON entered into a CONTRACT; since the
9 CONTRACT provided for attorneys' fees to be paid at \$550.00 per hour; since SIMON billed, and
10 PLAINTIFFS paid, \$550.00 per hour for SIMON'S services in the LITIGATION; since SIMON
11 admitted that all of the bills for his services were produced in the LITIGATION; and, since the
12 CONTRACT has never been altered or amended by PLAINTIFFS, PLAINTIFFS are entitled to
13 declaratory judgment setting forth the terms of the CONTRACT as alleged herein, that the
14 CONTRACT has been fully satisfied by PLAINTIFFS, that SIMON is in material breach of the
15 CONTRACT, and that PLAINTIFFS are entitled to the full amount of the settlement proceeds.

16 **THIRD CLAIM FOR RELIEF**

17 **(Conversion)**

18 38. PLAINTIFFS repeat and reallege each allegation and statement set forth in
19 Paragraphs 1 through 37, as set forth herein.

20 39. Pursuant to the CONTRACT, SIMON agreed to be paid \$550.00 per hour for his
21 services, nothing more.

22 40. SIMON admitted in the LITIGATION that all of his fees and costs incurred on or
23 before September 27, 2017, had already been produced to the defendants.

1 41. The defendants in the LITIGATION settled with PLAINTIFFS for a considerable
2 sum. The settlement proceeds from the LITIGATION are the sole property of PLAINTIFFS.

3 42. Despite SIMON'S knowledge that he has billed for and been paid in full for his
4 services pursuant to the CONTRACT, that PLAINTIFFS were compelled to take out loans to pay
5 for SIMON'S fees and costs, that he admitted in court proceedings in the LITIGATION that he'd
6 produced all of his billings through September of 2017, SIMON has refused to agree to either
7 release all of the settlement proceeds to PLAINTIFFS or to provide a timeline when an undisputed
8 amount of the settlement proceeds would be identified and paid to PLAINTIFFS.
9

10 43. SIMON'S retention of PLAINTIFFS' property is done intentionally with a
11 conscious disregard of, and contempt for, PLAINTIFFS' property rights.
12

13 44. SIMON'S intentional and conscious disregard for the rights of PLAINTIFFS rises
14 to the level of oppression, fraud, and malice, and that SIMON has also subjected PLAINTIFFS to
15 cruel, and unjust, hardship. PLAINTIFFS are therefore entitled to punitive damages, in an amount
16 in excess of \$15,000.00.
17

18 45. As a result of SIMON'S intentional conversion of PLAINTIFFS' property,
19 PLAINTIFFS have been required to retain an attorney to represent their interests. As a result,
20 PLAINTIFFS are entitled to recover attorneys' fees and costs.
21

22 **PRAYER FOR RELIEF**

23 Wherefore, PLAINTIFFS pray for relief and judgment against Defendants as follows:

- 24 1. Compensatory and/or expectation damages in an amount in excess of \$15,000;
25 2. Consequential and/or incidental damages, including attorney fees, in an amount in
26 excess of \$15,000;
27 3. Punitive damages in an amount in excess of \$15,000;
28 4. Interest from the time of service of this Complaint, as allowed by N.R.S. 17.130;

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1 5. Costs of suit; and,

2 6. For such other and further relief as the Court may deem appropriate.

3 DATED this 3 day of January, 2018.

4 VANNAH & VANNAH

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6 
7 ROBERT D. VANNAH, ESQ. (4272)
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EXHIBIT 18

Fwd: Edgeworth

James R. Christensen

Tue 1/9/2018 4:30 PM

Sent Items

To: Daniel Simon <dan@danielsimonlaw.com>;

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Robert Vannah <rvannah@vannahlaw.com>

Date: 1/9/18 3:32 PM (GMT-08:00)

To: "James R. Christensen" <jim@jchristensenlaw.com>

Cc: John Greene <jgreene@vannahlaw.com>

Subject: Re: Edgeworth

I guess he could move to withdraw. However, that doesn't seem in his best interests. I'm pretty sure that you see what would happen if our client has to spend lots more money bringing someone else up to speed. So, it's up to him. Our client hasn't terminated him. We want this fee matter resolved by a Judge and jury.

Sent from my iPad

On Jan 9, 2018, at 3:21 PM, James R. Christensen <jim@jchristensenlaw.com> wrote:

John,

That is factually correct. However, Mr. Simon was served today. You must have understood that act could have impact.

The Lange status is that Mr. Simon made changes to the proposed closing documents last week. The ball is currently in defense attorney's court.

Jim

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

WA00184

From: John Greene <jgreene@vannahlaw.com>
Sent: Tuesday, January 9, 2018 10:23:56 AM
To: James R. Christensen
Cc: rvannah@vannahlaw.com
Subject: Re: Edgeworth

Jim:

I believe that Danny is still the attorney of record in that litigation. He settled the case, but we're just waiting on a release and the check.

John

On Tue, Jan 9, 2018 at 9:57 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

John,

I need to look into the propriety of Danny wrapping up Lange-after he has been sued and served. I will need to read the complaint.

I have a full schedule today and tomorrow, but will try to get to this as soon as I can.

Jim

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

From: John Greene <jgreene@vannahlaw.com>
Sent: Tuesday, January 9, 2018 9:50:49 AM
To: James R. Christensen
Cc: rvannah@vannahlaw.com
Subject: Re: Edgeworth

Jim:

Is there an update that Danny can provide on the Lange settlement? The clients would like to get everything wrapped up as soon as possible. Thank you.

John

On Tue, Jan 9, 2018 at 9:12 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

John,

Thanks for the call. I am authorized to accept service.

As I mentioned during the call, I anticipate an hourly bill will be completed next week prior to funds clearing. I suggest you wait until receipt & review of the hourly bill. We may be able to avoid unnecessary litigation costs and expenses.

WA00185

Jim

James R. Christensen
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Las Vegas NV 89101
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Fax: (702) 369-0104
jgreene@vannahlaw.com

EXHIBIT 19

INVOICE FOR DANIEL S. SIMON
EDGEWORTH v. LANGE, ET AL.

Date	Description	Time
5/27/16	Email Chain with Client Re: Representation	.25
5/28/16	Email Chain with Client Re: Client Meeting	.40
5/31/16	Receive, Review and Analyze Email From Client	.40
6/1/16	Receive, Review and Analyze Email From Client	.40
6/2/16	Receive, Review and Analyze Email From Client	.40
6/2/16	Email Chain with Client	.40
6/3/16	Email Chain with Client with Attachment	.50
6/3/16	Email Chain From Client with Website Attachment	.40
6/3/16	Receive, Review and Analyze Email from Viking and to Client	.40
6/5/16	Email Chain with Client	.40
6/10/16	Email Chain with Client	.75
6/13/16	Draft and Send Email to Client	.25
6/14/16	Receive, Review and Analyze Email from Client	.25
6/22/16	Email Chain with Client	.40
7/11/16	Email Chain with AD, SC, SR; Re: Representation of Lange	.25
7/12/16 - 7/13/16	Email Chain with Client	1.25
7/14/16	Receive, Review and Analyze Email from Client	.25
7/14/16	Receive, Review and Analyze Email from Viking, Forward to Client with Attachments; Receive, Review and Analyze Response from Client; Review File; Email Chain with Client	1.75
7/18/16	Receive, Review and Analyze Email from Client with Attachment	.75
7/19/16	Email Chain with Client	.50
7/19/16	Draft and Send Email to AD; Re: SAO Amend Complaint	.25

7/20/16	Email Chain with SH, AD with Attachments; Re: Stipulation to Amend and Extension	.50
8/4/16	Receive, Review and Analyze Email from Client	.40
8/4/16	Receive, Review and Analyze Email from Client	.25
8/4/16 - 8/5/16	Receive, Review and Analyze Emails from M. Giberti	.50
8/5/16 - 8/8/16	Email Chain with Client	.75
8/9/16	Call with Client	.25
8/11/16	Receive, Review and Analyze Email from Dalacas with Report; Forward to Client	.40
8/11/16	Receive, Review and Analyze Emails from Giberti with Attachment	.75
8/11/16	Email Chain with A. Dalacas, Scott Holcomb; Re: Rimkus Report with Attachment	.75
8/11/16	Email Chain with SH, AD, GB; Re: Stipulations	.25
8/11/16	Email Chain with AD, SH; Re: Home Inspection	1.25
8/15/16	Email Chain with Client	.25
8/15/16 (9:21am)	Receive, Review and Analyze Email from Client with Attachment	.40
8/16/16	Email Chain with SH, AD, GB; Re: Chain of Custody	.25
8/16/16	Draft and Send Email to AD; Re: Lange Coverage	.40
8/16/16	Email Chain with Client	.40
8/19/16	Email Chain with AD; Re: Inspection	.25
8/19/16	Email Chain with Client	.40
8/22/16 - 8/24/16	Email Chain with Client	.40
8/22/16	Call with Client	.15
8/25/16	Call with Client	.15
9/1/16	Email Chain with AD, SH; Re: Transfer of Sprinkler Heads and Chain of Custody	.75

9/7/16	Email Chain with Client with Attachment	.75
9/8/16	Email Chain with Client	.75
9/12/16	Call with Client	.15
9/12/16	Email Chain from Ivey with Attachments; Email Chain with Client	.50
9/12/16	Email Chain with RP, KH, GR with Attachments; Re: Retention	1.25
9/14/16	Email Chain with RP, KH; Re: Retention and Telephone Call with Bill Ivey Re: Retention	1.35
9/15/16	Email Chain with RP; Re: List of Cases	.50
9/16/16	Email Chain with RP; Re: Signed Retainer Agreement and Check	.50
9/19/16	Email Chain with RP, KH; Re: Shipping of Sprinklers from Rimkus. Telephone Call with Hastings.	.75
9/22/16	Receive, Review and Analyze Email From AD with Attachment from Kreason	.40
9/28/16	Email Chain with Client	.50
9/28/16	Email Chain with Client Re: Installation Guide Info., with Attachments	.75
9/28/16	Call with Client	.40
9/29/16	Draft Email to JW	.10
9/29/16	Receive, Review and Analyze Email from Dalacas	.25
9/30/16	Receive, Review and Analyze Emails with Website Info.; Receive, Review and Analyze Email from B. Lange and Client; Draft Email to JW	.85
10/3/16	Email Chain with Client	.50
10/4/16	Call with Client	.25
10/4/16	Call with Client	.15
10/4/16	Email Chain with Client	.50
10/6/16	Receive, Review and Analyze Email from Client with Attachment	.50

10/6/16	Receive, Review and Analyze Email from Dalacas; Forward Email to Client; Receive, Review and Analyze Email from Client; Receive, Review and Analyze Email from B. Lange; S. Simmons Emails included	.75
10/6/16	Call with Client	.40
10/7/16	Call with Client	.15
10/7/16	Receive, Review and Analyze Email from Client	.50
10/7/16	Receive, Review and Analyze Email from Giberti	.25
10/7/16	Draft Email to Dalacas; Forward Email to Client	.75
10/11/16	Receive, Review and Analyze Email from Client	.25
10/11/16	Draft Email to Dalacas with Attachments	.25
10/12/16	Email Chain with KB, KH, and File Manager; Re: Travel for Inspection	.50
10/12/16	Call with Client	.15
10/12/16	Call with Client	.10
10/12/16	Call with Client	.25
10/13/16	Call with Client	.40
10/13/16	Receive, Review and Analyze Email from Client	.25
10/13/16	Email Chain with S. Holcomb and Dalacas and Client	1.25
10/13/16	Receive, Review and Analyze Emails from Client with Email Chain from Viking/Lange	.50
10/13/16	Receive, Review and Analyze Email from Client	.25
10/14/16	Email Chain with Client	.50
10/14/16	Receive, Review and Analyze Email from M. Giberti with Attachments; Forward Emails	1.25
10/14/16	Email Chain with Client	.75
10/15/16	Call with Client	.25
10/15/16	Draft Email to Client with Attachments	.25

10/15/16	Draft and Send Email to KH; Re: Sprinkler Heads to Take Back to San Diego	.15
10/15/16	Prepare, Revise and Finalize Affidavit for DSS, Re: Chain of Custody	.50
10/16/16	Receive, Review and Analyze Email from Client	.40
10/17/16	Receive, Review and Analyze Email from M. Giberti	.40
10/17/16	Receive, Review and Analyze Email from Client	.40
10/17/16	Receive, Review and Analyze Email from Dalascas; Email Chain with Client; Email from S. Holcomb; Email to Client	.90
10/17/16	Receive, Review and Analyze Email from M. Giberti	.15
10/17/16	Email Chain with Client Re: Website	.40
10/17/16	Receive, Review, and Analyze Letter from Dalacas	.25
10/18/16	Email Chain with Client Re: Dalacas Ladder	.50
10/18/16	Call with Client	.15
10/ 19/16	Call with Client	.10
10/19/16	Call with Client	.10
10/20/16	Email Chain with KH; Re: Receipt of Sprinkler Heads	.25
10/21/16	Call with Client	.25
10/21/16	Email Chain with Client and Dalacas with Attachments	1.25
10/22/16 - 10/24/16	Email Chain with Dalacas and Client	1.25
10/24/16	Call with Client	.15
10/24/16	Email Chain with Dalacas/Holcomb, A. Bullock and Client with Attachments	.75
10/25/16	Receive, Review and Analyze Email from Client	.50
10/26/16	Send Email Chain with Client; Receive, Review and Analyze Email from Dalacas with Attachments	.75
11/4/16	Email Chain with Client; Email Chain with Dalacas	.80

11/9/16	Email Chain with Client with Attachment	.50
11/9/16	Draft and Send Email to KH with ECC Disclosures	.35
11/10/16	Email Chain with KH; Re: Visual Inspection of Sprinklers	.25
11/10/16	Receive, Review and Analyze Email from M. Giberti	.25
11/17/16	Email Chain with Client and Dalacas	.75
11/18/16	Email Chain with Dalacas	.40
11/18/16	Email Chain with Client with Attachment	1.0
11/21/16	Receive, Review and Analyze Email from Client	.25
11/21/16	Call with Client	.25
11/22/16	Draft and Send Email to Dalacas and Client	.40
11/29/16	Email Chain with M. Giberti and Client	.75
11/29/16	Draft and Send Email to Dalacas	.50
11/29/16	Email Chain with Client	.40
11/30/16	Receive, Review and Analyze Email from Dalacas; Draft and Email Chain with Client	.50
11/30/16	Receive, Review and Analyze Email from M. Giberti and Client	.50
12/2/16	Email Chain with Client with Attachments	.75
12/2/16	Receive, Review and Analyze Email from Ivey and Forward to Client	.25
12/2/16	Call with Client	.50
12/3/16	Call with Client	.25
12/5/16	Receive, Review and Analyze Email from M. Giberti	.35
12/5/16	Receive, Review and Analyze Email from Client	.25
12/5/16	Draft and Send Email to Duggan with Attachments	.50
12/5/16	T/C with Duggan	.40
12/5/16	Draft and Send Email to Dalacas	.75
12/5/16	Receive, Review and Analyze Email from Dalacas	.40

12/5/16	Receive, Review and Analyze Email from Client with Attachment Re: Updated Damages Estimate	.40
12/6/16	Email Chain with Client with Attachments	.50
12/6/16	Receive, Review and Analyze Email from Dalacas; Forward to Client; Receive, Review and Analyze Email from M. Giberti	.40
12/7/16	Receive, Review and Analyze Email from M. Giberti	.25
12/13/16	Email Chain with JY, KH; Re: Retainer with Attachment	.75
12/22/16	Email Chain with AD; Re: Mediation	.25
1/3/17	Email Chain with KH; Re: Visual Inspection in San Diego	.25
1/3/17	Email Chain with Blumberg	.35
1/4/17	Email Chain with JP and AD	.75
1/4/17	Receive, Review and Analyze Email From JP; Re: Mediation	.15
1/4/17	Receive, Review and Analyze Email from JW to Pancoast; Receive, Review and Analyze Email from JP; Receive, Review and Analyze Email from Dalacas	.50
1/4/17	Draft email to JP and Receive and Review Email from JP	.40
1/4/17	Draft and Send Email to Client	.50
1/4/17	Email Chain with Client	.75
1/6/17	Received, reviewed and responded to email from AF Lange K inserts added to MSJ	.15
1/10/17	Draft and Send Email to Client with Attachment	.25
1/10/17	Email Chain with KH; Re: Metallurgist	.50
1/11/17	Call with Client	.15
1/11/17	Call with Client	.25
1/11/17	Draft and send email to AF re making small changes to MSJ	.15
1/11/17	Email Chain with Client with attachment	.25
1/17/17	Draft and Send Email to JP and Response	.25
1/17/17	Draft and Send Email to GZ	.15

1/17/17	Draft and send email to AF re preparing written discovery and depo notices	.15
1/19/17	Draft and Send Email to KH with Attachment MSJ; Re: Request for Call	.20
1/19/17	Email chain with AF re Viking's Opposition to MSJ	.50
1/20/17	Email chain with AF re Stackiewicz case and Discussion with AF	.50
1/23/17	Received, reviewed and responded to email from AF re business court judge	.15
1/23/17	Received, reviewed and responded to email from AF re draft notices and SDT for review	.15
1/24/17	Call with Client	.15
1/24/17	Email chain with AF re business court jurisdiction and discussion with AF	.35
1/24/17	Email chain with AF re breach of contract COAs and discussion with AF	.50
1/24/17	Receive, Review and Analyze Email from M. Giberti	.25
1/24/17	Review COR Depositions and Forward to Client via Email	.50
1/24/17	Receive, Review and Analyze Email from G. Zamiski; Email Chain with Client	.50
1/24/17	Receive, Review and Analyze Email From GZ; Re: Scope of Work	.15
1/25/17	Draft and Send Email to GZ; Re: Starting Work and Retainer	.25
1/25/17	Draft and Send Email to AF and JW; Objection to Subpoena; Review of COR's, Analyze Objections	.50
1/25/17	Email Chain with AD, AF; Re: Depositions	.25
1/26/17	Draft and send email to AF re Lange 30(b)(6) depo and discussion with AF	.35
1/27/17	Email Chain with Client with Attachments	.50
1/27/17	Draft and Send Email to Client with Attachment	.25
1/27/17	Call with Client	.25

1/27/17	Draft and send email to AF re preparing Viking 30(b)(6) depo notice	.15
1/28/17	Draft and Send Email to KH; Re: Ziminsky, Depositions, Request to Discuss Case	.25
1/28/17	Draft and Send Email to KH with Viking 16.1 Disclosures	.25
1/30/17	Call with AMF	.15
1/30/17	Receive, Review and Analyze Email from M. Giberti	.25
1/31/17	Email Chain with Client	.25
2/1/17	Receive, Review and Analyze Email from Client	.25
2/3/17	Receive, Review and Analyze Email from Client with Attachment	.25
2/3/17	Receive, Review and Analyze Email From KH; Re: Viking Expert Opinions and Request for a TC	.15
2/3/17	Receive, Review and Analyze Email from Client to S. Dugan	.25
2/6/17	Receive, Review and Analyze Email from S. Dugan and Response	.25
2/6/17	Receive, Review and Analyze Email from Client Re: Trailer Temps and Website Attachment	.50
2/6/17	Draft and send email to AF re email client sent re trailer temperatures and link	.50
2/6/17	Call with Client	.40
2/6/17	Email chain with AF re Motion to Amend Complain	.15
2/6/17	Draft and Send Email to JP	.25
2/7/17	Receive, Review and Analyze Email From JP and Response	.25
2/7/17	Draft and send email to AF re Viking 30(b)(6) notice	.15
2/9/17	Receive, Review and Analyze Letter from Dalacas re Lange 30(b)(6) depositions	.25
2/9/17	Call with Client	.15
2/10/17	Receive, Review and Analyze Letter from Dalacas re Lange 30(b)(6) depositions and Brandon Lange Deposition	.15
2/10/17	Email chain with AF re response to Pancoast re Dustin Hamer	.15

2/10/17	Draft and send email to AF re correspondence from Sia about moving depos	.15
2/10/17	Receive, Review and Analyze Email From JP and Response	.25
2/10/17	Email Chain with JP and AD	.95
2/12/17	Email chain with AF re re-noticing depos of Hamer and Diorio	.25
2/13/17	Email chain with AF re court's availability for MSJ hearing	.15
2/13/17	Call with Client	.15
2/13/17	Email Chain with AD, JP and JR	.35
2/15/17	Call with AMF	.40
2/15/17	Draft and Send Email to AD and JP	.25
2/15/17	Email Chain with AD, JP and AF; Re: Depositions	.25
2/15/17	Draft and send email to AF re document needing to be supplemented (attachment)	.25
2/15/17	Draft and send email to AF re noticing depos of Lange employees	.15
2/15/17	Receive, Review and Analyze Email from M. Giberti with Attached Letter	.50
2/17/17	Receive, Review and Analyze Email From JP; Re: Depositions	.25
2/21/17	Draft and send email to AF to print Exhibits 1-8	.15
2/21/17	Email chain with AF re exhibits for Dustin Hamer depo	.15
2/22/17	Email Chain with Client; T/C with Dalacas	.50
2/25/17	Email Chain with Client	.25
2/26/17	Received, reviewed and responded to email from AF re draft reply to motion to amend	.15
2/27/17	Email chain with AF re COR Depos for Giberti and American Grating	.15
2/27/17	Draft and Send Email to AD; Re: Kreason	.15
2/28/17	Receive, Review and Analyze Email From AD; Re: Kreason	.15
2/28/17	Receive, Review and Analyze Email From AD; Re: Kreason	.15

2/28/17	Receive, Review and Analyze Email from Client with Attachment	.75
2/28/17	Call with Client	.25
2/28/17	Call with Client	.10
2/28/17	Call with AMF	.15
2/28/17	Call with AMF	.10
2/28/17	Call with AMF	.15
2/28/17	Draft and Send Email to JP	.25
3/1/17	Received, reviewed and responded to email from AF re Pancoast coming to office to review documents	.15
3/1/17	Call with AMF	.15
3/1/17	Call with Client	.15
3/1/17	Call with Client	.10
3/1/17	Received, reviewed and responded to email from AF re Edgeworth trial order	.15
3/2/17	Draft and Send Email to Client with Attachment	.25
3/7/17	Email Chain with AF, AD and JP; Re: Orders	.15
3/7/17	Email Chain with AD; Re: Brandon Lange Deposition	.35
3/7/17	Email Chain with AF, AD, JW; Re: Calculation of Damages	.35
3/8/17	Email Chain with AD, JW, AF, JP; Re: Depositions	.30
3/8/17	Email Chain with JP, AF, AD; Re: Motions To Amend	.15
3/9/17 -3/14/17	Email Chain with AD, JW, AF, JP; Re: Deposition	.95
3/9/17	Call with Client	.15
3/10/17	Call with Client	.15
3/10/17	Email chain with AF re letter from Sia on withdrawing MSJ and her signature on proposed orders	.25
3/13/17	Receive, Review and Analyze Email from Dalacas; Forward Email to Client with Attachment	.65

3/13/17	Text Message with AMF	.10
3/13/17	Call with AMF	.10
3/13/17	Call with AMF	.15
3/13/17	Call with Client	.15
3/14/17	Call with Client	.65
3/14/17	Email Chain with Client with Attachments	.50
3/15/17	Call with AMF	.10
3/15/17	Call with AMF	.15
3/15/17	Call with AMF	.25
3/16/17	Email Chain with Client	.40
3/16/17	Email Chain with AD, AF, JP; Re: Bate Stamps	.15
3/17/17	Receive, Review and Analyze Email From AD; Re: OOJ	.25
3/17/17	Email Chain with AD, AF; Re: OJ	.15
3/17/17	Email chain with AF re extension for Lange's response to OOJ	.25
3/20/17	Email Chain with AD, AF; Re: Bate Stamp	.25
3/20/17	Draft and Send Email to Client with Attachment	.25
3/21/17	Email chain with AF re documents attached to supplement and review of the Kinsale file	.15
3/21/17	Email Chain with AF, AD, JP; Re: Bate Stamps	.25
3/24/17	Email Chain with AF, AD, JW; Re: Service	.50
3/24/17	Receive, Review and Analyze Email from JP; Forward Email to Client	.65
3/27/17	Email Chain with JF, AD, LV, LF; Re: Lawyer Contact	.25
3/28/17	Review Lange 5 th Supp and Email Chain with Client	.50
3/29/17	Email Chain with Client	.25
3/29/17	Call with AMF	.15
3/29/17	Call with AMF	.15

3/29/17	Call with AMF	.10
3/29/17	Email Chain with Client	.25
3/31/17	Call with AMF	.15
3/31/17	Email Chain with JP, AF, JR, TG, AD; Re: Deposition of Viking	.15
4/3/17	Email Chain with AD, JP, JW, JR; Re: Depositions	.50
4/3/17	Receive, Review and Analyze Email from Client with Attachment	.25
4/4/17	Receive, Review and Analyze Email from Client	.15
4/5/17	Email chain with AF re exhibits he needs for Kreason and Brandon Lange depo	.15
4/6/17	Received, reviewed and responded to email from AF re: 3 day notice of intent to default Lange and discussion with AF	.50
4/6/17	Receive, Review and Analyze Questions Email from Client	.50
4/6/17	Email Chain with Client	.25
4/6/17	Draft and Send Email to KH with Attachments; Re: Visual Inspection	.25
4/6/17	Receive, Review and Analyze Email from Client with Attachment	.25
4/6/17	Email Chain with Client	.25
4/6/17 - 4/20/17	Email Chain with AD, JP; Re: Inspection of Sprinklers	.65
4/6/17	Email Chain with AD, AF; Re: Testing of Heads	.15
4/7/17	Receive, Review and Analyze Email from Client with Attachment	.50
4/7/17	Receive, Review and Analyze Email from Client with Attachment; Receive, Review and Analyze Email from JW	.50
4/7/17	Receive, Review and Analyze Email from Client	.25
4/10/17	Email Chain JP, AD, JR; Re: PMK of Viking	.50
4/13/17	Draft and send email to AF re re-notice depo of Viking 30(b)(6)	.20
4/18/17	Draft and send email to AF re dropping off cc to Judge of Motion to compel Kreason	.15
4/18/17	Draft and Send Email to Client with Attachment	.75

4/18/17	T/C with Attorney Hulet and Draft and Send Email to Client	.50
4/18/17	Receive, Review and Analyze Email from Client	.25
4/18/17	Receive, Review and Analyze Email from Client	.40
4/18/17	Receive, Review and Analyze Email from Client	.40
4/18/17	Receive, Review and Analyze Email from Client	.25
4/18/17	Email Chain with AD, AF, Re: Kreason Deposition	.25
4/19/17	Call with Client	.50
4/19/17	Receive, Review and Analyze Email from Client	.65
4/19/17	Receive, Review and Analyze Email from Client with Attachments	.50
4/20/17	Email Chain with Client	.50
4/20/17	Receive, Review and Analyze Email from Client with Attachments	.50
4/20/17	Receive, Review and Analyze Email from M. Giberti	.15
4/20/17	Email Chain with AD, AF; Re: Testing of Heads	.25
4/21/17	Email Chain with AD, JP, AF; Re: Written Protocol	.50
4/23/17	Draft and send email to AF re research on the contract prior to the MSJ hearing	.15
4/24/17	Draft and send email to AF re printing 3 rd party complaint Lange filed against Viking	.15
4/24/17	Draft and Send Email to Client with Attachment	.25
4/24/17	Receive, Review and Analyze Email from Client	.15
4/24/17	Receive, Review and Analyze Email from Client	.15
4/24/17	Receive, Review and Analyze Email from Client with Attachments	.25
4/24/17	Draft and Send Email to Client	.15
4/25/17	Draft and Send Email to Bullock with Attachment and Draft and Send Email to Client	.50
4/25/17	Call with Client	.40

4/25/17	Draft and send email to AF re emailing 3 rd party complaint Lange filed against Viking	.15
4/25/17	Email Chain with Client and Office	.50
4/26/17	Email Chain with Client	.75
4/26/17	Email Chain with Client	.40
4/26/17	Receive, Review and Analyze Email from Client	.25
4/26/17	Receive, Review and Analyze Email from Client and Draft and Send Email to AF	.35
4/27/17	Draft and send email to AF re draft notice of depo and SDT for Dan Cadden	.15
4/27/17	Draft and send email to AF re what motions we need to file in Edgeworth and begin drafting	.20
4/27/17	Email chain with AF and JW re written discovery for Viking	.15
4/27/17	Draft and send email to AF re pulling invoices from Viking to Lange showing heads purchased	.15
4/27/17	Draft and send email to AF re forward from client	.40
4/28/17	Draft and Send Email to GZ; Re: Protocol with Attachments	.15
4/28/17	Email chain with AF re American Grating ECC and EFT Supp	.15
4/28/17	Review and analyze Viking's responses to written discovery	1.25
5/1/17	Draft and Send Email to Client with Attachment	.50
5/1/17	Email Chain with Client	.25
5/1/17	Draft and send email to AF re Viking's 2 nd Supp	.50
5/2/17	Email chain with AF requesting Viking 30(b)(6) notice, 3 rd party complaint and amended complaint emailed and printed	.20
5/2/17	Receive, Review and Analyze Email from Client	.15
5/2/17	Receive, Review and Analyze Email from Client	.15
5/2/17	Receive, Review and Analyze Email from Client	.25
5/2/17	Email Chain with KH with Attachment - Care & Handling	.25

5/2/17	Email Chain with KH with Attachments; Re: Testing Protocol	.50
5/2/17	Receive, Review and Analyze Email from Client	.50
5/2/17	Email Chain with AD, JP; Re: PMK Deposition	.25
5/2/17	T/C with Expert Hastings	.25
5/2/17	Call with Client	1.15
5/2/17	Call with Client	.15
5/3/17	Call with Client	.10
5/3/17	Call with Client	.15
5/3/17	Email chain with attachments to AF forwarded from Hastings and Viking supply invoices	.25
5/3/17	Draft and Send Email to Client	.15
5/3/17	Receive, Review and Analyze Email from Client with Attachment	.50
5/4/17	Call with Client	.75
5/4/17	Receive, Review and Analyze Email from M. Giberti with Attachments	.50
5/4/17	Receive, Review and Analyze Email from Client	.25
5/4/17	Receive, Review and Analyze Email from Client with Attachment	.25
5/4/17	Draft and Send Email to Kinsale	.40
5/4/17	Receive, Review and Analyze Email from Kinsale and Forward to Client	.15
5/4/17	Receive, Review and Analyze Email from Client with Attachment	.25
5/4/17	Receive, Review and Analyze Email from Client	.40
5/4/17	Email Chain with AD, AC, LF; Re: Giberti's 3 rd Party Complaint	.25
5/5/17	Email Chain with AD, AF; Re: Names of Employees	.25
5/5/17	Email chain with AF and Janelle re June 7 th hearing	.15
5/5/17	Receive, Review and Analyze Email from Client	.25
5/5/17	Receive, Review and Analyze Email from Client with Attachments	.40

5/5/17	Receive, Review and Analyze Email from Client with Attachments; Email to AF	.50
5/5/17	Receive, Review and Analyze Email from Kinsale	.40
5/5/17	Draft and Send Email to M. Giberti with Attachment	.40
5/5/17	Email Chain with JP, AD, AF	.25
5/5/17	Draft and send email to AF re Bullock re 3 rd party complaint	.20
5/5/17	Draft and send email to AF with attachments that were forwarded from client re gate entries	.25
5/8/17	Receive, Review and Analyze Email from Client	.25
5/8/17	Email Chain with Client	.50
5/8/17	Draft and Send Email to JO with Attachment; Re: Lost Basis Summary and Attachments	.25
5/8/17	Email Chain with AD, AF, JP; Re: Order Denying MSJ	.35
5/8/17	Email Chain with AD, JP, JW; Re: SAO to Continue Hearing on Plaintiff's Motion for Order to Show Cause	.15
5/8/17	Email Chain with Client	.75
5/9/17	Draft and send email to AF re reference to Edgeworth house	.15
5/10/17	Email Chain with JP, AF, AD, JR; Re: Site Inspection	.50
5/11/17	Email chain with AF re Mason depo scheduling	.15
5/11/17	Email chain with AF re weather expert	.15
5/11/17	T/C with Expert Hastings	.25
5/11/17	Receive, Review and Analyze Email from Client	.50
5/11/17	Receive, Review and Analyze Email from Client with Attachments; Receive, Review and Analyze Email from M. Giberti	1.25
5/11/17	Draft and Send Email to Client Re: Attorney Referral	.25
5/11/17	Draft and Send Email to Client	.50
5/11/17	Draft and Send Email to Client with Attachment	.20

5/11/17	Email Chain with GZ; Re: Testing Dates and Travel to Las Vegas	.50
5/12/17	Email Chain with JP, AD, AF; Re: Protective Order	.15
5/12/17	Receive, Review and Analyze Email from Client	.25
5/12/17	Draft and Send Email to Client	.15
5/12/17	Draft and Send Email to Client with Attachment	.25
5/12/17	Email Chain with Client	.20
5/12/17	Receive, Review and Analyze Email from M. Giberti with Attachment	.40
5/12/17	Receive, Review and Analyze Email from M. Giberti with Attachment	.40
5/12/17	Draft and Send Email to M. Giberti	.25
5/15/17	Email Chain JP; Re: PMK Conflict	.15
5/15/17	Email chain with AF re Opp to Lange's motion to compel sprinkler heads	.15
5/16/17	Receive, Review and Analyze Email from Client	.25
5/16/17	Draft and Send Email to Client	.15
5/16/17	Receive, Review and Analyze Email from M. Giberti	.50
5/17/17	Email Chain with JP, AD, AF, JR, TJ; Re: Expert Availability and Extensions for Briefing	.25
5/18/17	Email Chain with AD, JP, AF; Re: Site Inspection	.25
5/18/17	Draft and Send Email to Client with Attachments	.25
5/18/17	Email Chain with KH; Re: Testing in Las Vegas	.35
5/18/17	Email Chain with Client	.40
5/18/17	Email Chain with M. Giberti	.65
5/18/17	Draft and Send Email to Client with Attachments	.15
5/18/17	Draft and Send Email to Client with Attachments	.15
5/18/17	Receive, Review and Analyze Email from Client	.15

5/19/17	Email Chain with M. Giberti	.25
5/19/17	Email Chain with AD, JP; Re: Testing	.25
5/22/17	Email Chain with AD, AF, JP; Re: DCRR	.25
5/22/17	Draft and send email to AF re returning Amanda Kern call from City of Henderson	.15
5/22/17	Email chain with AF re changes to DCRR	.15
5/23/17	Email Chain with AF, AD, JP; Re: DCRR	.25
5/24/17	Draft and send email to AF re professors for weather expert	.15
5/24/17	Email Chain with AF, KH with Link; Re: Rimkus Documents	.15
5/23/17 - 5/24/17	Email Chain with Client	.25
5/25/17	Email Chain with Client	.40
5/25/17	Email Chain with AD, AF; Re: 2.34	.25
5/26/17	Email chain with AF re Sia's email to withdraw MSJ	.15
5/26/17	Draft and Send Email to Client with Attachments	.15
5/28/17	Email Chain with JP, AF, AD; Re: Extension for Discovery Responses	.25
5/30/17	Email Chain with AF, AD, JP; Re: Testing	.15
5/30/17	Email Chain with JP, AF, AD; Re: Stipulated Protective Order	.15
5/30/17	Email Chain with AF, JP, AD; Re: Inspection	.25
5/30/17	Draft and Send Email to Client with Link	.40
5/30/17	Email chain with AF re start time of 6/22/17 testing	.25
5/30/17	Email chain with AF re weather expert Mike Schwob	.15
5/30/17	Draft and send email to AF re preparation of expert designation	.15
5/30/17	Email chain with AF re Stipulated Protective Order	.25
5/31/17	Email chain with AF re draft of Reply to limited Opp to Motion to Compel Kreason	.15

5/31/17	Receive, Review and Analyze Email from M. Giberti	.25
5/31/17	Email Chain with JP, AF; Re: Deposition of Supply Net	.25
5/31/17	Receive, Review and Analyze Email from Client	.25
5/31/17	Email Chain with JP, AF, AD; Re: State Inflammation Deposition	.25
6/1/17	Email Chain with AD, AF, JP; Re: Plaintiff's Motion to Compel	.15
6/1/17	Email Chain with AD, AF, JP; Re: Inspection	.25
6/1/17	Email Chain with JP, AD, AF; Re: Stipulated Protective Order	.15
6/1/17	Email Chain with AF, JP; Re: Inspection of Wharehouse	.15
6/1/17	Email Chain with AD, AF; Re: Attendance for Inspection	.15
6/1/17	Draft and send email to AF re book (Real Estate Damages) to be ordered	.15
6/1/17	Draft and Send Email to Client; Receive, Review and Analyze Email from AF; Receive, Review and Analyze Email from Client (7:15 am); Receive, Review and Analyze Email from Client (8:19 am); Receive, Review and Analyze Email from AF	.35
6/6/17	Receive, Review and Analyze Email from Client with Link	.50
6/2/17	Email Chain with JP, AD, M. Nunez; Re: Giberti Appearance	.15
6/2/17	Email Chain with JP, AD, AF, MN; Re: Prior Pleadings	.15
6/2/17	Call with AMF	.15
6/2/17	Email chain with AF re producing prior pleadings to Nunez	.15
6/5/17	Email Chain with AF, JP; Re: Supply Tech Wharehouse Inspection	.15
6/5/17	Email Chain with AD, AF, JP; Re: Protective Order	.50
6/5/17	Email Chain with JP, AF, AD; Re: Wharehouse Inspection	.15
6/5/17	Email Chain with JP, AF, AD, MN; Re: Protective Order	.25
6/5/17	Email Chain with JP, AD, AF, MN; Re: Johnson Deposition	.25
6/5/17	Email chain with AF re Reply to Compel Lange 30(b)(6)	.15
6/5/17	Email chain with AF and Pancoast re inspection email sent to Pancoast and follow up	.25

6/6/17	Draft and send email with link to AF re UPS petition and notice of 30(b)(6)	.40
6/6/17	Call with Client	.40
6/6/17	Call with Client	.10
6/6/17	Call with Client	.25
6/6/17	Email Chain with AD, AF, JP;; Re: Cadden Deposition, Johnson Deposition and COR Deposition	.50
6/6/17	Email Chain with JP, AD, MN; Re; Protective Order	.25
6/6/17	Draft and Send Email to Client	.25
6/6/17	Receive, Review and Analyze Email from Client	.15
6/6/17	Draft and Send Email to AF	.25
6/6/17	Receive, Review and Analyze Email from AF	.15
6/6/17	Receive, Review and Analyze Email from Client (7:25 pm); Receive, Review and Analyze Email from AF(9:25 pm)	.35
6/7/17	Draft and send email to AF re Johnson depo exhibits and response	.15
6/7/17	Email Chain with KH; Re: Expert Reports	.15
6/7/17	Email Chain with AD, AF; Re: Lange Employees	.15
6/7/17	Receive, Review and Analyze Email from Client with Attachment; Draft and Send Email to Client	.25
6/7/17	Draft and Send Email to Client	.25
6/7/17	Draft and Send Email to Client	.15
6/7/17	Receive, Review and Analyze Email from Client with Attachment	.25
6/8/17	Email Chain with Client	.25
6/8/17	Call with Client	.15
6/8/17	Call with Client	.15
6/8/17	Receive, Review and Analyze Email from Client with Attachment	.25
6/8/17	Receive, Review and Analyze Email from Client	.15

6/8/17	Receive, Review and Analyze Email from Client	.15
6/8/17	Email Chain with AF	.15
6/8/17	Receive, Review and Analyze Email from Client	.15
6/8/17	Receive, Review and Analyze Email from Client	.15
6/8/17	Email Chain with AD, JP, AF; Re: Testing Protocol	.45
6/8/17	Email chain with AF re COR Depo of City of Henderson	.15
6/9/17	Receive, Review and Analyze Email from Client with Attachment	.35
6/9/17	Receive, Review and Analyze Email from Client with Attachment	.25
6/9/17	Email Chain with KH with Attachments; Re: Testing Protocol	.25
6/9/17	Email Chain with GZ: Re: Testing Protocol and Sprinkler Heads	.25
6/9/17	Email chain with AF re name of Viking SupplyNet worker	.15
6/10/17	Email Chain with GZ, AF; Re: Testing Protocol	.25
6/10/17	Email Chain with GV, KH and File Manager; re: Picking Up Heads in Long Beach	.50
6/10/17	Draft and Send Email to KH; Re: Picking Up Heads and Inspection	.15
6/12/17	Email Chain with AD, JW, AF, JP; Re: Deposition of Diorio	.75
6/12/17	Email Chain with JP, MN, AD, AF; Re: Protective Order	.15
6/12/17	Email Chain with Client	.50
6/12/17	Receive, Review and Analyze Email from Client; Receive, Review and Analyze Email from AF to Client	.15
6/12/17	Receive, Review and Analyze Email from Client	.15
6/12/17	Receive, Review and Analyze Email from Client	.15
6/12/17	Draft and Send Email to Client with Attachments	.15
6/12/17	Email Chain with JO; Re: Real Estate Damages	.50
6/12/17	Call with Client	.25
6/13/17	Call with Client	.40

6/13/17	Call with Client	.40
6/13/17	Draft and Send Email to JO with Attachments; Re: Nonphysical Defects	.15
6/13/17	Email chain with AF and Hastings re documents	.15
6/13/17	Draft and Send Email to Client with Attachments	.15
6/13/17	Receive, Review and Analyze Email from Client with Attachment	.25
6/13/17	Email Chain with AF, KH with Link; Re: Depositions and Exhibits	.15
6/14/17	Email Chain JP, AF, AD; Re: Protocol	.50
6/14/17	Email Chain with KH; Re: Temperature Readers	.25
6/15/17	Email Chain with KH, AF with Attachments; Re: Testing Protocol	.25
6/15/17	Email Chain with AD, JP, AF; Re: Sixth Supp	.25
6/15/17	Email Chain with AD, JP; Re: DCRR 6/7/17	.15
6/15/17	Email Chain with JP, AD, MN, AF; Re: Protective Order	.15
6/15/17	Call with Client	.25
6/16/17	Call with Client	.15
6/16/17	Call with Client	.15
6/16/17	Email chain with AF re Zamiski's signature page for written protocol for testing	.15
6/16/17	Email Chain with NG, JP, AD, AF; Re: Giberti Extension	.50
6/16/17	Email Chain with JP, MN, AD; Re: Design Documents	.50
6/16/17	Draft and send email to AF re locating document for client	.15
6/16/17	Email Chain with GZ with Design Document	.15
6/16/17	Email chain with AF re Giberti's Stip and Order to Extend Discovery	.15
6/16/17	Email Chain with Client; Review UL Docs	1.50
6/16/17	Draft and Send Email to Client with Attachments	.15
6/16/17	Receive, Review and Analyze Email from Client with Attachment	.25

6/16/17	Email Chain with Client	.15
6/16/17	Receive, Review and Analyze Email from Client with Attachment	.25
6/17/17	Receive, Review and Analyze Email from Client with Attachment	.25
6/19/17	Email Chain with Client	.15
6/19/17	Receive, Review and Analyze Email from JP; Forward to Client with Attachments	.50
6/19/17	Draft and Send Email to KH with Attachments; Re: Design Documents	.15
6/19/17	Receive, Review and Analyze Email from Client with Attachment	.35
6/19/17	Email Chain with JP, MN, AD, AF; Re: Design Documents	.50
6/19/17	Email chain with AF re demand for prior pleadings by Giberti	.15
6/19/17	Call with Client	.40
6/19/17	Call with Client	.25
6/19/17	Call with Client	.15
6/20/17	Call with Client	.15
6/20/17	Call with AMF	.15
6/20/17	Call with Client	.50
6/20/17	Email Chain with JP, AF, AD, MN; re: Kreason Deposition, Hearing, UPS Deposition and Diorio Deposition	.75
6/20/17	Email to Dalacas; Re: Supps	.15
6/20/17	Email chain with AF re phone call with Don Koch	.15
6/20/17	Receive, Review and Analyze Email from AF to Client with Attachment	.15
6/20/17	Receive, Review and Analyze Email from Client with Attachments	.35
6/22/17	Email Chain with AF, AP, TM; re: Supply Net Deposition	.75
6/20/17	Email chain with AF and Janelle re hearing date for Kreason motion to compel	.15
6/20/17	Email chain with AF re list of exhibits from depos with attachment	.15

6/21/17	Call with Client	.10
6/21/17	Call with Client	.25
6/22/17	Call with Client	.10
6/22/17	Call with AMF	.10
6/22/17	Call with Client	.15
6/22/17	Call with Client	.15
6/22/17	Call with AMF	.15
6/23/17	Email chain with AF re downloading and sending screenshots of nest energy history	.15
6/23/17	Receive, Review and Analyze Email from Client with Attachment; Forward to AF; Discussion with AF	.65
6/23/17	Call with AMF	.10
6/23/17	Call with AMF	.15
6/23/17	Receive, Review and Analyze Email from AF	.25
6/26/17	Email chain with AF re documents for Kreason depo (specifically Rimkus documents)	.20
6/27/17	Email Chain with GZ; Re: Viking Deposition and Confidentiality	.15
6/27/17	Receive, Review and Analyze Letter from Nunez re prior pleadings	.15
6/28/17	Email chain with AF re vacating Kreason Motion to compel	.20
6/28/17	Call with AMF	.15
6/28/17	Email chain with AF re Kyle Mao depo (AF thoughts, exhibits pulled)	1.0
6/30/17	Call with Client	.40
6/30/17	Text Message with AMF	.10
6/30/17	Text Message with AMF	.10
6/30/17	Email Chain with JP, AF; Re: VKG 0036-0039	.75
7/3/17	Email Chain with KH; Re: Expert Reports	.25

7/3/17	Receive, Review and Analyze Email from Client with Attachments	.25
7/4/17	Email Chain with JP, AD, AF, MN; Re: Carnahan Deposition	.15
7/5/17	Email Chain with GZ; Re: Expert Reports	.25
7/6/17	Email Chain with JP, AF, AD, MN; Re: Sixth Supp	.15
7/6/17	Email Chain with AD, AF; Re: Expert Testing Results	.15
7/6/17	Email chain with AF re Lange expert raw data from testing	.25
7/6/17	Email chain with AF re sending documents to Hastings	.15
7/6/17	Email chain with AF re moving Carnahan depo	.15
7/7/17	Call with AMF	.10
7/7/17	Call with AMF	.25
7/10/17	Email chain with AF re documents Zamiski requested	.15
7/10/17	Email chain with AF re documents Viking produced and what experts need what	.20
7/10/17	Received, reviewed and responded to email from AF with important Viking emails from recent production	.25
7/10/17	Email chain with AF re Johnson depo exhibits	.20
7/10/17	Email chain with AF with attachments re ACORE report and invoice	.25
7/10/17	Email chain with AF re Opposition	.15
7/10/17	Email chain with AF re Opp to Motion to extend discovery deadlines	.25
7/10/17	Email Chain with GZ; Re: Exhibits for Martorano Deposition	.15
7/10/17	Email Chain with GZ; Re: Report and Return of Sprinklers	.40
7/10/17	Email Chain with AF, GZ; Re: Shipment of Sprinklers and Chain of Custody	.25
7/10/17	Receive, Review and Analyze Email from Client and AF	.25
7/10/17	Review Appraisal and Forward to Client	.75
7/10/17	Receive, Review and Analyze Email From JO with Appraisal and Invoice	.25

7/10/17	Draft and Send Email to JO Requesting CV and Testimony History	.15
7/10/17	Email Chain with JP, AF, AD, MN, TU; Re: JCCR	.15
7/11/17	Email Chain with AF, AD, TU, JP; Re: 7/12/17 Hearing	.40
7/11/17	Email Chain with AD, JP, MN, TU; Re: Discovery Motions	.25
7/11/17	Email Chain with AD, AF; Re: Lange Motions	.50
7/11/17	Draft and send email with attachments to AF re Olivas CV	.15
7/11/17	Email Chain with JO; Re: CV and Testimony History	.25
7/11/17	TC with Hastings. Email Chain with AF, KH; Re: Nest History	.50
7/11/17	Email Chain with Client Re: Appraisal	.25
7/11/17	Receive, Review and Analyze Email from Hastings with Attachments; Forward to client; Email Chain with Client	.50
7/12/17	Email Chain with JP, TU, AD, AF; Re: Discovery Deadlines	.25
7/12/17	Email chain with AF re revised supplemental JCCR	.25
7/12/17	Email Chain with NG, JP, AD, AF; Re: SAO to Extend Discovery	.35
7/12/17	Email chain with AF and Zamiski re sprinklers being sent to Vollmer Grey	.50
7/13/17	Email Chain with JP, MN, TU, AD, AF; Re: Supp, JCCR	.25
7/13/17	Email Chain with MN, JP; Re: Mediation	.25
7/13/17	Email chain with AF re Rimkus subpoena for documents	.15
7/13/17	Receive, Review and Analyze Email from E. Johnson	.25
7/13/17	Draft and send email to AF re objection to confidentiality of Viking documents and response	.15
7/14/17	Draft and send email to AF re Zamiski preparing chain of custody documents and response	.15
7/14/17	Email chain with AF re 2 nd Supplement to Lange Motion for sanctions	.25
7/14/17	Draft and send email to AF re letter to Sia to be drafted re sanctions	.50

7/17/17	Email chain with AF re Giberti motion to extend discovery	.15
7/17/17	Draft and Send Email to Client	.15
7/17/17	Draft and send Letter to Dalacas re costs for second deposition of Lange 30(b)(6)	.50
7/18/17	Email chain with AF re notice of 2.34 with Viking re deficient discovery responses	.15
7/18/17	Receive, Review and Analyze Email from Client and Responses	.20
7/18/17	Draft and Send Email to Client with Attachments	.15
7/18/17	Receive, Review and Analyze Email from Client	.15
7/18/17	Receive, Review and Analyze Email from Client	.20
7/18/17	Draft and Send Email to Client with Attachments	.25
7/18/17	Draft and Send Email to Client	.15
7/18/17	Draft and Send Email to Client	.15
7/18/17	Draft and Send Email to AF	.15
7/18/17	Email Chain with Client	.15
7/18/17	Receive, Review and Analyze Email from Client	.15
7/18/17	Draft and Send Email to Client	.15
7/18/17	Receive, Review and Analyze Email from AF Re: Objections	.50
7/18/17	Draft and Send Email to Client	.25
7/18/17	Email Chain with G. Zamiski; Forward to client	.15
7/18/17	Receive, Review and Analyze Email from KH; Re: Report	.15
7/18/17	Email Chain with GZ; Re: Report	.25
7/18/17	Email chain with AF re objection to confidentiality and response	.25
7/18/17	Draft and send email to AF re printing all discovery responses	.15
7/18/17	Draft and send email and attachment to AF re Caranahan depo and SDT and response	.25

7/18/17	Receive, Review and Analyze Letter from Pancoast re Robert Carnahan deposition and SDT	.75
7/19/17	Email chain with AF re Lange's 8 th supplement and raw data from destructive testing	.20
7/19/17	Email chain with AF re Sia's changes to the DCRR re Lange's sanctions	.50
7/19/17	Draft and send email to AF re checking production to make sure we have produced proper documentation for all damages	.15
7/19/17	Email Chain with GZ with Report; Re: Review and Analyze Report	.50
7/19/17	Draft and Send Email to GZ with Raw Data	.15
7/19/17	Email Chain with AD, AF; Re: Testing	.15
7/19/17	Draft and Send Email to KH with Attachments; Re: Raw Data	.15
7/19/17	Draft and Send Email to KH; Re: Test Results	.25
7/19/17	Draft and Send Email to Client with Letter from JP	.15
7/19/17	Email Chain with Client	.25
7/19/17	Receive, Review and Analyze Email from Client	.25
7/19/17	Email Chain with Client	.25
7/19/17	Receive, Review and Analyze Email from Client and AF with Attachments	.20
7/19/17	Receive, Review and Analyze Email from AF to Client with Attachments	.25
7/19/17	Receive, Review and Analyze Email from Dalascas with Attachments; Forward to Client	.50
7/19/17	Email Chain from AF to Client with Attachments	.25
7/19/17	Receive, Review and Analyze Email from Client	.20
7/19/17	Receive, Review and Analyze Email from Client	.20
7/19/17	Email Chain with AD, AF, JP, MN; Re: Raw Data	.35
7/19/17	Call with Client	.90

7/20/17	Call with Client	.15
7/20/17	Email Chain with JP, AF; Re: DCRR 2.34	.75
7/20/17	Draft and Send Email to KH with Attachments; Re: Answers to Interrogatories	.15
7/20/17	Draft and Send Email to GZ with Answers to Interrogatories	.15
7/21/17	Draft and send email to AF with attachments re documents being sent to expert	.25
7/21/17	Receive, Review and Analyze Email from Client	.25
7/21/17	Email Chain with AD, JP, MN, AF; Re: DCRR 7/12/17	.25
7/22/17	Email Chain with JP, AF; Re: Carnahan Deposition and Viking Sales Rep	.40
7/23/17	Receive, Review and Analyze Email from Client	.25
7/23/17	Receive, Review and Analyze Email from Client	.50
7/23/17	Receive, Review and Analyze Email from Client	.50
7/23/17	Receive, Review and Analyze Email from Client with Attachments	.50
7/24/17	Draft and send email to AF re Kreason depo	.15
7/24/17	Draft and send email to AF re re-noticing Carnahan depo and response	.15
7/24/17	Email chain with AF re contacting Harold Rodgers	.15
7/24/17	Draft and send email to AF re drafting Rimkus subpoena for other sprinklers and response	.15
7/25/17	Email chain with AF re vacating status check on Lange sanctions	.25
7/25/17	Receive, Review and Analyze Email from Client with Link	.50
7/25/17	Receive, Review and Analyze Email from Client	.25
7/25/17	Receive, Review and Analyze Email from Client	.25
7/25/17	Receive, Review and Analyze Email from Client	.15
7/25/17	Receive, Review and Analyze Email from Client	.25

7/25/17	Receive, Review and Analyze Email from Client with Attachments	.25
7/25/17	Draft and Send Email to KH; Re: Request to Speak	.15
7/25/17	Draft and Send Email to KH with Attachments; Re: Letter and Second Supp Answers	.25
7/25/17	Email Chain with GZ; Re: Status of Report and Request for Phone Call	.15
7/25/17	Review and analyze Viking's supplemental responses to written discovery	1.25
7/25/17	Email Chain with AF, JP; Re: 6 th Supp	.25
7/26/17	Email Chain with JP, AF; Re: Request 30(b)(6)	.25
7/26/17	Receive, Review and Analyze Email from KH; Re: Scheduling and Email Chain with KH, WI and File Manager; Re: Meeting	.25
7/26/17	Email Chain with D. Holloman; Re: FH Dates	.50
7/26/17	Phon conference with expert Zamiski	.25
7/27/17	Receive, Review and Analyze Email from D. Koch	.25
7/28/17	Call with Client	.40
7/28/17	Draft and Send Email to Client with Attachments	.25
7/28/17	Receive, Review and Analyze Email from Ivey Engineering; Forward to Client; T/C with Expert	.75
7/28/17	Receive, Review and Analyze Email from Client	.15
7/28/17	Receive, Review and Analyze Email from Client	.15
7/28/17	Receive, Review and Analyze Email from Client	.15
7/28/17	Draft and Send Email to Client	.15
7/28/17	Receive, Review and Analyze Email from Hastings	.25
7/28/17	Draft and Send Email to Client	.15
7/28/17	Receive, Review and Analyze Email from Client	.15
7/28/17	Receive, Review and Analyze Email from Client	.20

7/28/17	Receive, Review and Analyze Email from with Attachment	.40
7/28/17	Email Chain with KH; Re: Temp Devices	.50
7/31/17	Receive, Review and Analyze Email from Client	.15
7/31/17	Receive, Review and Analyze Email from Client with Attachment	.15
7/31/17	Call with Client	.15
7/31/17	Call with Client	.15
7/31/17	Call with Client	.10
7/31/17	Call with Client	.15
7/31/17	Receive, Review and Analyze Email from Client with Attachment; Draft Outline	.75
8/1/17	Draft and Send Email to Client with Attachment	.25
8/1/17	Receive, Review and Analyze Email from Client with Attachment	.25
8/2/17	Email Chain with JP, AF; Re: Missing Documents Mixed Up	.15
8/2/17	Email Chain with TU, JP, AD, AF, MN; Re: Order to Extend Discovery	.35
8/2/17	Email Chain with JP, AF; Re: Service of Documents	.25
8/3/17	Call with Client	.20
8/3/17	Call with Client	.15
8/3/17	Email Chain with Client with Attachment	.50
8/3/17	Receive, Review and Analyze Email From GZ; Re: Report and Meeting	.15
8/3/17	Receive, Review and Analyze Email from Client with Attachment	.50
8/3/17	Receive, Review and Analyze Email from Client with Attachment	.50
8/4/17	Receive, Review and Analyze Email from Client with Attachment	.25
8/4/17	Call with Client	.10
8/4/17	Call with Client	.15
8/4/17	Call with Client	.25

8/4/17	Call with Client	.25
8/4/17	Receive, Review and Analyze Email from Client with Attachment	.40
8/4/17	Email Chain with AD; Re: Costs with Attachments	.35
8/4/17	T/C with expert Zamiski	.25
8/6/17	Call with Client	1.0
8/7/17	Call with Client	.10
8/7/17	Email chain with AF re Colin Kendrick and Margaret Ho	.15
8/7/17	Receive, Review and Analyze Email from Client	.25
8/7/17	Receive, Review and Analyze Email from Client with Attachment	.50
8/7/17	Receive, Review and Analyze Email from Client with Attachment	.50
8/7/17	Email Chain with GZ; Re: Report and Review of Reports	.50
8/7/17	Receive, Review and Analyze Email From JP; Re: Email Documents	.15
8/7/17	Email Chain with JP, AD, AF; Re: Martorano Deposition	.25
8/7/17	Draft and send email to AF re call from Fred Knez	.15
8/7/17	Draft and send email to AF re drafting motion to amend to add Viking Corp and response	.15
8/8/17	Email chain with AF re Viking's position of Martorano depo confidential	.15
8/8/17	Email chain with AF re documents still needed from Zamiski for expert disclosure	.15
8/8/17	Draft and send email to AF re requesting hearing transcripts from Court and response	.15
8/8/17	Draft and send email to AF re Viking's missing UL documents from their ECC production	.50
8/8/17	Email Chain with AF, TU, JP, AD, MN; Re: Order to Extend Discovery	.15
8/8/17	Email Chain with JP, AF; Re: Missing Documents	.25
8/8/17	Email Chain with AF, GZ with Attachments	.15

8/8/17	Receive, Review and Analyze Email From GZ with Report and Review of Report	.40
8/8/17	Receive, Review and Analyze Email from Client with Attachment	.25
8/8/17	Draft and Send Email to Client with Attachment; Review Report	.75
8/8/17	Email Chain with Client with Attachment	.25
8/8/17	Receive, Review and Analyze Email from Client with Attachment	.25
8/8/17	Receive, Review and Analyze Email from Client	.25
8/8/17	Receive, Review and Analyze Email from Client with Attachment	.25
8/8/17	Receive, Review and Analyze Email from Client with Attachment	.25
8/8/17	Email Chain with KH; Re: Meetings	.15
8/8/17	Call with AMF	.25
8/8/17	Call with AMF	.15
8/9/17	Draft and send email with attachment to AF re supplement fireplace pic	.15
8/10/17	Email Chain with AF	.25
8/10/17	Receive, Review and Analyze Email from Client	.25
8/10/17	Receive, Review and Analyze Email from Client	.25
8/10/17	Draft and Send Email to Client	.15
8/10/17	Receive, Review and Analyze Email from Client; Discussion with AF	.50
8/10/17	Receive, Review and Analyze Email from AF	.15
8/10/17	Receive, Review and Analyze Email from Client to AF; Receive, Review and Analyze Email from AF; Draft and Send Email to AF with Attachments; Discussion with AF	.40
8/10/17	Receive, Review and Analyze Email from Client	.25
8/10/17	Email Chain with Af with Attachments; Discussion with AF	.25
8/10/17	Receive, Review and Analyze Email from Client	.25

8/10/17	Receive, Review and Analyze Email from Client	.25
8/10/17	Draft and Send Email to Client	.15
8/10/17	Receive, Review and Analyze Email from Client	.15
8/10/17	Receive, Review and Analyze Email from Client	.15
8/10/17	Email Chain with KH, AF; Re: Oversized Plans, UL 1626	.15
8/10/17	Email Chain with D. Holloman; Re: Mediation Dates	.25
8/10/17	Email chain with AF re Plaintiff's ECC Supp	.15
8/10/17	Email chain with AF re sending documents to Hastings	.15
8/10/17	Email chain with AF re UL documents being sent to experts	.15
8/10/17	Draft and send email to AF re printing specific document	.15
8/10/17	Email chain with AF re Rimkus objection and drafting motion to compel	.25
8/11/17	Email chain with AF re prepare motion to amend to add Viking group and discussion with AF	.50
8/12/17	Receive, Review and Analyze Email from Client	.25
8/12/17	Call with Client	.25
8/12/17	Call with AMF	.15
8/12/17	Call with Client	.15
8/12/17	Receive, Review and Analyze Email from Client with Attachment	.25
8/13/17	Receive, Review and Analyze Email from Client	.75
8/14/17	Call with Client	.15
8/14/17	Call with Client	.50
8/15/17	Email Chain with AD; Re: Expert Reports	.50
8/15/17	Receive, Review and Analyze Email from Client with Attachments	.50
8/15/17	Receive, Review and Analyze Email from AF	.15
8/15/17	Receive, Review and Analyze Email from Client	.20
8/15/17	Receive, Review and Analyze Email from A. Dalascas; Forward to Client	.15

8/15/17	Receive, Review and Analyze Email from Client	.15
8/15/17	Receive, Review and Analyze Email from Client;	.25
8/16/17	Receive, Review and Analyze Email from Client	.25
8/16/17	Email Chain with Af	.15
8/16/17	Receive, Review and Analyze Email from Client	.25
8/16/17	Draft and Send Email to Client with Attachments	.15
8/16/17	Receive, Review and Analyze Email from AF with Attachment to Client	.25
8/16/17	Receive, Review and Analyze Email from AF	.15
8/16/17	Email Chain with Client	.25
8/16/17	Draft and Send Email to Client	.15
8/16/17	Draft and Send Email to Client	.15
8/16/17	Receive, Review and Analyze Email from Client	.15
8/16/17	Draft and Send Email to Client	.15
8/16/17	Draft and Send Email to F. Knez	.25
8/16/17	Draft and Send Email to Client	.15
8/16/17	Receive, Review and Analyze Email from Client	.65
8/16/17	Receive, Review and Analyze Email from AF to Client	.15
8/16/17	Receive, Review and Analyze Email from Client with Link	.40
8/16/17	Email Chain with KH, AF with Hourly Weather Data; Re: Henderson Temps	.25
8/16/17	Email Chain with JP, JW, AF; Re: Depositions	.25
8/16/17	Email Chain with JP, JW, AF, AD, AU; Re: Inspections, Depositions	.25
8/16/17	Draft and send email to AF re Don Koch availability and review AF response	.15
8/16/17	Email chain with AF re expert reports	.25
8/16/17	Draft and send email and attachments to AF re Lange expert reports	.25

8/16/17	Email chain with AF re Viking's 12 th ECC Supplement and uploading docs to Dropbox	.15
8/16/17	Email chain with AF re deposition scheduling of Michigan Viking employees	.25
8/16/17	Received, reviewed and responded to email from AF re summary of Viking document dumps	1.75
8/17/17	Call with Client	.35
8/17/17	Email chain with AF re motion to compel	.15
8/17/17	Email chain with AF re reports being sent to Zamiski	.15
8/17/17	Email chain with AF re sending Mark Giberti City of Henderson documents	.15
8/17/17	Email Chain JP, AF, TH; Re: Motion to Compel	.25
8/17/17	Email Chain with JP, AF; Re: Data Dump	1.25
8/17/17	Email Chain with JP, AF, TH; Re: Motion to Compel	.15
8/17/17	Email Chain with JP, AF, AD, TU; Re: EDCR 2.34	.25
8/17/17	Email Chain with KH, AF; Re: Expert Reports	.15
8/17/17	Email Chain with JO with a Link; Re: Expert Report	.15
8/17/17	Draft and Send Email to GZ; Re: Meeting and Expert Reports	.50
8/17/17	Receive, Review and Analyze Email from Client	.50
8/17/17	Receive, Review and Analyze Email from Client	.15
8/17/17	Draft and Send Email to Client	.15
8/17/17	Draft and Send Email to Pancoast; Forward to Client	.15
8/17/17	Email Chain with Client	.25
8/17/17	Receive, Review and Analyze Email from Client	.25
8/17/17	Receive, Review and Analyze Email from Client; Discussion with AF	.25
8/17/17	Receive, Review and Analyze Email from AF	.25
8/18/17	Call with Client	.50

8/18/17	Draft and Send Email to Client	.15
8/18/17	Receive, Review and Analyze Email from Client	.75
8/18/17	Receive, Review and Analyze Email from Client	.25
8/18/17	Receive, Review and Analyze Email from Client	.25
8/18/17	Receive, Review and Analyze Email from Client	.25
8/18/17	Email Chain with JP, AF; Re: Motion to Compel	.40
8/18/17	Email Chain with JP, AF; Re: Verifications	.50
8/19/17	Receive, Review and Analyze Email from Client with Attachment	.75
8/19/17	Receive, Review and Analyze Email from Client	.25
8/19/17	Receive, Review and Analyze Email from Client	.25
8/19/17	Receive, Review and Analyze Email from Client	.25
8/20/17	Receive, Review and Analyze Email from Client	.25
8/20/17	Receive, Review and Analyze Email from AF/Client	.25
8/20/17	Receive, Review and Analyze Email from Client	.75
8/20/17	Receive, Review and Analyze Email from Client	.50
8/20/17	Draft and Send Email to Client	.15
8/20/17	Receive, Review and Analyze Email from Client	.25
8/20/17	Receive, Review and Analyze Email from Client with Attachment	.25
8/20/17	Receive, Review and Analyze Email from Client	.25
8/20/17	Receive, Review and Analyze Email from Client	.15
8/20/17	Draft and Send Email to Client	.15
8/20/17	Receive, Review and Analyze Email from Client	.75
8/20/17	Draft and send email to AF re printing email of missing Viking documents and response	.25
8/20/17	Call with Client	.35
8/20/17	Call with AMF	.10

8/20/17	Call with Client	.50
8/20/17	Call with Client	.75
8/21/17	Email chain with AF re Motion to Compel Rimkus	.15
8/21/17	Draft and send email to AF re preparing commission to take out of state depo of Harold Rodgers and review AF response	.25
8/21/17	Text Message with Client	.10
8/21/17	Email chain with AF re new requests for production	.15
8/21/17	Email chain with AF re notice and SDT to 30(b)(6) or Reliable and 30(b)(6) of Tyco	.25
8/22/17	Call with Client	.10
8/22/17	Call with Client	.40
8/22/17	Draft and send email to AF re Viking emails	.15
8/22/17	Receive, Review and Analyze Email from Client	.25
8/22/17	Receive, Review and Analyze Email from Client	.25
8/22/17	Draft and Send Email to Client	.15
8/22/17	Receive, Review and Analyze Email from Pancoast; Forward to Client	.15
8/22/17	Receive, Review and Analyze Email from Client	.25
8/22/17	Email Chain with GZ; Re: Exemplar Heads	.15
8/23/17	Email Chain with GZ; Re: Rebuttal Reports	.15
8/23/17	Email chain with AF re interior temps of Edgeworth house and what experts to send to	.15
8/23/17	Receive, Review and Analyze Email from Client with Attachments	.25
8/23/17	Email Chain with KH; Re: Binder - Lever Not Square	.15
8/23/17	Email Chain with CP	.25
8/23/17	Receive, Review and Analyze Email from Client	.25

8/24/17	Call with Client	.15
8/24/17	Call with Client	.15
8/24/17	Call with Client	.10
8/24/17	Draft and Send Email to GZ; Re: Req Exemplar Heads	.15
8/25/17	Draft and Send Email to Client with Attachment	.15
8/25/17	Receive, Review and Analyze Email from Client	.25
8/27/17	Email Chain with Client	.25
8/27/17	Receive, Review and Analyze Email from Client with Attachments	.25
8/27/17	Draft and Send Email to Client	.15
8/27/17	Draft and Send Email to GZ; Re: Lever Not Square	.15
8/27/17	Draft and send email to AF re printing several copies of bent lever bars	.15
8/28/17	Email Chain with Client	.25
8/29/17	Receive, Review and Analyze Email from Client	.25
8/29/17	Receive, Review and Analyze Email from Client	.15
8/29/17	Receive, Review and Analyze Email from Client	.15
8/29/17	Receive, Review and Analyze Email from Client/AF	.25
8/29/17	Draft and Send Email to Client	.15
8/29/17	Draft and Send Email to Client	.15
8/29/17	Draft and Send Email to Client with Attachments	.15
8/29/17	Draft and Send Email to Client	.15
8/29/17	Receive, Review and Analyze Email from Client	.15
8/29/17	Receive, Review and Analyze Email from Client	.25
8/29/17	Receive, Review and Analyze Email from Client with Link	.50
8/29/17	Email Chain with JP, AF, AD, MN; Re: Heat Invitation	.50
8/29/17	Email Chain with JP, AF; Re: Answers to Second Set of Interrogatories	.50

8/29/17	T/C with expert Hastings	.25
8/29/17	Draft and send email to AF re delivery of Koch binder and review AF response	.15
8/29/17	Draft and send email to AF re Jay McConnell phone call	.15
8/30/17	Receive, Review and Analyze Email from Client	1.25
8/30/17	Email chain with AF re Viking's responses to Lange	.50
8/30/17	Receive, Review and Analyze Email from Client	.40
8/30/17 - 9/1/17	Email Chain with KH, AF with Attachments on Non-Conforming Holds and Drop Box Link	.30
8/31/17	Email Chain with JP, AF, AD, JR, KR, SK; Re: DCRR 8/23/17	.35
9/1/17	Email to CP with Attachments Re: Heat Sources	.35
9/1/17	Review and analyze Viking's responses to written discovery	1.25
9/1/17	Email Chain with GZ; Re: Phone Call and Report	.15
9/1/17	Email Chain with AF, GZ with Attachments and Links; Re: UL Document	.25
9/1/17	Email Chain with JP, MN, AD, TU, AM, KR, SK; Re: Mediation	.25
9/1/17	Email Chain with JP AF, AD, SK, TU; Re: Depositions of Colin Kendrick	.25
9/1/17	Receive, Review and Analyze Email From D. Holloman	.50
9/1/17	Email Chain with JP, AF, AD, TU, KR, SK; Re: New Inspection	.40
9/1/17	Email Chain with AF, JP; Re: Carnahan Deposition	.15
9/1/17	Receive, Review and Analyze Email from Client	.50
9/1/17	Receive, Review and Analyze Email from Client	.35
9/1/17	Draft and Send Email to Client	.15
9/1/17	Draft and Send Email to Client	.15
9/1/17	Call with AMF	.10
9/1/17	Call with AMF	.15

9/1/17	Call with AMF	.25
9/1/17	Call with Client	.75
9/1/17	Call with Client	.25
9/1/17	Receive, Review and Analyze Email from Client	.15
9/2/17	Draft and send email and attachments to AF re UL's public definition of 1626 and review AF response	.50
9/2/17	Receive, Review and Analyze Email from Client with Attachment	.65
9/2/17	Draft and Send Email to AF/Client	.50
9/2/17	Receive, Review and Analyze Email from Client	.25
9/2/17	Receive, Review and Analyze Email from Client	.15
9/2/17	Receive, Review and Analyze Email from Client with Attachment	.75
9/2/17	Call with Client	.50
9/2/17	Call with Client	.15
9/2/17	Call with Client	.65
9/3/17	Call with Client	.40
9/3/17	Call with Client	.10
9/3/17	Call with Client	.25
9/3/17	Call with Client	.15
9/3/17	Call with Client	.25
9/3/17	Draft and Send Email to Client with Attachment	.25
9/3/17	Receive, Review and Analyze Email from Client; Revise Notice	.50
9/3/17	Receive, Review and Analyze Email from Client	.50
9/3/17	Draft and Send Email to Client	.25
9/3/17	Receive, Review and Analyze Email from Client	.15
9/4/17	Receive, Review and Analyze Email from Client	.15
9/4/17	Receive, Review and Analyze Email from Client with Attachment	.50

9/4/17	Receive, Review and Analyze Email from Client with Attachment	.75
9/4/17	Receive, Review and Analyze Email from Client	.50
9/5/17	Receive, Review and Analyze Email from Client	.50
9/5/17	Draft and Send Email to AF/Client	.50
9/5/17	Receive, Review and Analyze Email from Client	.25
9/5/17	Receive, Review and Analyze Email from Client	.25
9/5/17	Email Chain with Client	.15
9/5/17	Draft and Send Email to Client with Attachment	.25
9/5/17	Receive, Review and Analyze Email from Client with Attachments	.75
9/5/17	Email Chain with KH; Re: Deposition Dates	.15
9/5/17	Email Chain with D. Holloman; Re: Mediation Payment and Meeting with Floyd	.50
9/5/17	Email Chain with JO; Re: Deposition Dates	.15
9/5/17	Draft and Send Email to GZ; Re: Deposition Dates and Carnahan and Viking Depositions	.50
9/5/17	Draft and send email to AF re re-serving depo notice for ZAIC and review AF response	.25
9/5/17	Email chain with AF re re-scheduling depo of Harold Rodgers and PMK of EFT and AG	.20
9/5/17	Email chain with AF re discussing various issues re Edgeworth	.50
9/5/17	Email Chain with MN, JP, AD; Re: Mediation	.40
9/5/17	Email Chain with JP, AM, Re: Edgeworth Depositions	.25
9/5/17	Email Chain with JP, AF, TU, AD, KR, SK; Re: DCRR 8/23/17	.25
9/5/17	Email Chain with MN, JP, AD; Re: Carnahan Deposition	.15
9/5/17	Call with AMF	.15
9/8/17	Email Chain with AD, JP, MN, AF; Re: Inspection	.25
9/8/17	Email chain with AF re 8/23/17 DCRR and Viking's proposed changes	.25

9/8/17	Receive, Review and Analyze Email from Client	.15
9/8/17	Receive, Review and Analyze Email from Client	.50
9/8/17	Receive, Review and Analyze Email from Client	.25
9/8/17	Draft and Send Email to Client	.25
9/8/17	Draft and Send Email to Client	.15
9/8/17	Receive, Review and Analyze Email from Client	.50
9/8/17	Receive, Review and Analyze Email from Client	.25
9/8/17	Receive, Review and Analyze Email from Client	.50
9/8/17	Draft and send email to AF re motions that need to be drafted	.75
9/8/17	Email chain with AF re inspection of Mark Giberti job file by his lawyer	.15
9/8/17	Email chain with AF re subpoena and responses to ZAIC attorney	.75
9/9/17	Receive, Review and Analyze Email from Client	.25
9/9/17	Receive, Review and Analyze Email from Client	.25
9/9/17	Draft and Send Email to Client	.25
9/9/17	Receive, Review and Analyze Email from Client	.25
9/10/17	Receive, Review and Analyze Email from Client	.25
9/10/17	Receive, Review and Analyze Email from Client	.25
9/10/17	Receive, Review and Analyze Email from Client with Attachment	1.25
9/10/17	Call with Client	.10
9/10/17	Call with Client	.25
9/10/17	Draft and Send Email to Client	.15
9/10/17	Email Chain with GZ; Re: Conversion Chart	.25
9/11/17	Email Chain with AF, GZ; Re: Load On Link Attachments and Martorano Deposition	.15
9/11/17	Receive, Review and Analyze Email From AD; Re: Mr. Fehr	.15

9/11/17	Email chain with AF re 8/23/17 DCRR	.25
9/11/17	Email chain with AF re Edgeworth case schedule	1.0
9/11/17	Receive, Review and Analyze Email from Client	.50
9/11/17	Receive, Review and Analyze Email from Client	.15
9/11/17	Receive, Review and Analyze Email from Client	.25
9/11/17	Draft and Send Email to Client	.15
9/11/17	Receive, Review and Analyze Email from Client	.15
9/11/17	Draft and Send Email to Client	.15
9/11/17	Draft and Send Email to Client	.15
9/11/17	Receive, Review and Analyze Email from Client	.15
9/11/17	Draft and Send Email to Client	.15
9/11/17	Receive, Review and Analyze Email from Client	.25
9/11/17	Email Chain with KH, AF with Attachments; Re: Martorano Deposition	.15
9/11/17	Draft and Send Email to KH; Re: Deposition Data	.35
9/11/17	Email Chain with CP	.25
9/11/17	Email Chain with JP, AF, TU, AD, KR, SK; Re: DCRR 8/23/17 Changes	.40
9/11/17	Email Chain with JP, AF; Re: Martorano Information	.40
9/11/17	Receive, Review and Analyze Letter from Ward Law re Rimkus Subpoena and deposition	.25
9/12/17	Email Chain with JP, AD, MN, AF, JW; Re: Edgeworth Deposition	.75
9/12/17	Email chain with AF re motion to compel re heat powerpoint documents	.15
9/12/17	Receive, Review and Analyze Email from Client	.15
9/12/17	Receive, Review and Analyze Email from Client	.15
9/12/17	Receive, Review and Analyze Email from Client	.15

9/12/17	Draft and Send Email to Client	.25
9/12/17	Receive, Review and Analyze Email from Client	.15
9/12/17	Draft and Send Email to Client	.15
9/12/17	Receive, Review and Analyze Email from Client	.15
9/12/17	Draft and Send Email to Client	.25
9/12/17	Call with Client	.15
9/12/17	Call with Client	.15
9/12/17	Call with AMF	.15
9/12/17	Call with Client	.15
9/13/17	Email to CP with Exhibits	.25
9/13/17	Email Chain with CP Re: Scheduling PC	.25
9/13/17	Email Chain with D. Holloman; Re: FH Meeting	.15
9/13/17	Receive, Review and Analyze Email From GZ; Re: UL Drawings	.15
9/13/17	Receive, Review and Analyze Email From D. Holloman; Re: Mediation	.15
9/13/17	Email Chain with JP, AF, KR, SK; Re: UL Documents	.25
9/13/17	Email Chain with KR, SK, JP, AF; Re: Expert Depositions	.25
9/13/17	Receive, Review and Analyze Email From AD; Re: Fees Costs	.15
9/13/17	Email chain with AF re documents being sent to Zamiski	.15
9/13/17	Draft and send email and attachments to AF re documents to include in next ECC Supp and review AF response	.15
9/13/17	Draft and send email to AF re documents he needs for hearing and review AF response	.15
9/13/17	Draft and send email to AF re Michigan Viking employees amended depositions	.15
9/14/17	Email chain with AF re Ure coming to inspect Giberti file	.15
9/14/17	Email Chain with KR, AF, JP; Re: Deposition for Simmons	.50

9/14/17	Draft and send email and attachments to AF re PMK depo pages from client for motion to strike	.25
9/14/17	Email Chain with GZ; re: Completion of Rebuttal Report and Request for Information	.35
9/14/17	Draft and send email to AF re new dates to send to Robinson re expert depositions	.15
9/14/17	Email Chain with AF/CP with Attachments Re: Martorano Depo	.15
9/14/17	Draft and Send Email to Client	.25
9/14/17	Receive, Review and Analyze Email from Client	.25
9/14/17	Receive, Review and Analyze Email from Client with Attachments	.50
9/14/17	Receive, Review and Analyze Email from Client	.15
9/14/17	Receive, Review and Analyze Email from Client	.50
9/14/17	Receive, Review and Analyze Email from Client	.50
9/14/17	Receive, Review and Analyze Email from Client	.25
9/14/17	Receive, Review and Analyze Email from Client	.50
9/14/17	Receive, Review and Analyze Email from Client	.75
9/14/17	Draft and Send Email to Client	.25
9/14/17	Draft and Send Email to KH; Re: Request for Report	.15
9/14/17	Call with Client	.40
9/14/17	Call with Client	.50
9/18/17	Email chain with AF re documents being sent to Hastings	.15
9/18/17	Draft and send email to AF re stuff to add to Carnahan motion to compel	.20
9/18/17	Draft and Send Email to Client with Attachment	.15
9/18/17	Receive, Review and Analyze Email from Client	.35
9/18/17	Email from CP Re: opinion letter	.50
9/18/17	Receive, Review and Analyze Email From C. Kendrick	.15

9/18/17	Email Chain with JP, AF, AD, TU; Re: C. Kendrick	.25
9/18/17	Email Chain with JP, AF, KR, SK; Re: Meet and Confer for Written Discovery	.15
9/18/17	Draft and Send Email to KH with Attachments; Re: Torn Link	.15
9/18/17	Email Chain with KH, GV; Re: Carnahan Test Data	.15
9/18/17	Receive, Review and Analyze Email From KH with Rebuttal Report Attached	.25
9/18/17	Call with Client	.15
9/18/17	Call with Client	.15
9/19/17	Call with Client	.15
9/19/17	Call with Client	.15
9/19/17	Call with Client	.50
9/19/17	Call with Client	.50
9/19/17	Receive, Review and Analyze Email from Client	.25
9/19/17	Email Chain with KH; Re: Amic Attempts and Old Threads	.25
9/19/17	Email Chain with KR, AF, JP, EC; Re: 2.34	.15
9/19/17	Email Chain with AF, JP; Re: Deposition Rosa	.25
9/20/17	Draft and send email to AF re Pomerantz report be sent to Hasting	.15
9/20/17	Draft and send email to AF re lawyers in Riverside to represent us for Harold Rodgers depo and review AF response/ Discussion with AF	.15
9/20/17	Email Chain with KH, AF; Re: CP Report	.15
9/20/17	Email Chain with KH, AF with Attachments - Carnahan Data Graph	.25
9/20/17	Email Chain with KR, AF, JP; Re: Viking Employee Depositions	.50
9/20/17	Attend Hearing: Rimkus Motion to Compel; Telephone Conference with Max; Revise MSJ	5.25
9/20/17	Draft and Send Email to Client with Attachment	.15
9/20/17	Receive, Review and Analyze Email from Client	.15

9/20/17	Receive, Review and Analyze Email from Client	.15
9/20/17	Receive, Review and Analyze Email from Client with Attachment	1.25
9/20/17	Receive, Review and Analyze Email from Client	1.0
9/20/17	Call with Client	.50
9/21/17	Call with Client	.40
9/21/17	Call with AMF	.25
9/21/17	Receive, Review and Analyze Email from Client	.25
9/21/17	Receive, Review and Analyze Email from Client	.25
9/21/17	Receive, Review and Analyze Email from Client	.15
9/21/17	Receive, Review and Analyze Email from K. Rader	.15
9/21/17	Receive, Review and Analyze Email from Client	.15
9/21/17	Email chain with AF re drafting MSJ against Lange only	.15
9/21/17	Draft and Send Email to KH with Attachments; Re: Motley	.15
9/21/17	Email chain with AF re email from Kreason about cabinets and fireplace	.25
9/21/17	Email chain with AF re call with Hastings re Pomerantz report	.15
9/21/17	Meet with Client; Attend M. Giberti Deposition	7.0
9/21/17	Email Chain with JO; Re: Rigdon Report	.15
9/22/17	Email to CP with Attachments	.50
9/22/17	Receive, Review and Analyze Email From D. Holloman; Re: Mediation	.15
9/22/17	Call with Client	.25
9/22/17	Call with Client	.25
9/22/17	Email Chain with AF, JP, W. Laborde; Re: Rosa Emails	.15
9/22/17	Email chain with AF re additional points for motion to strike	.50
9/22/17	Review Lange's 10 th ECC Supplement	.25
9/22/17	Review Plaintiffs' 10 th ECC Supplement	.50

9/22/17	Discussion with AF; Email to Pomerantz	1.25
9/22/17	Review Viking's 13 th ECC Supplement	.50
9/22/17	Receive, Review and Analyze Email from Client	.50
9/22/17	Draft and Send Email to Client	.25
9/22/17	Draft and Send Email to Client	.25
9/22/17	Receive, Review and Analyze Email from Client	.15
9/22/17	Draft and Send Email to AF	.15
9/22/17	Draft and Send Email to AF	.15
9/22/17	Receive, Review and Analyze Email from Client with Attachment	.25
9/22/17	Email chain with AF and client re actual fireplace repair costs	.15
9/23/17	Receive, Review and Analyze Email from Client	.75
9/23/17	Receive, Review and Analyze Email from Client	.75
9/22/17	Review and analyze Viking's responses to written discovery	.75
9/24/17	Receive, Review and Analyze Email from Client	.50
9/25/17	Receive, Review and Analyze Email from Client	.15
9/25/17	Receive, Review and Analyze Email from Client	.15
9/25/17	Receive, Review and Analyze Email from Client	.25
9/25/17	Receive, Review and Analyze Email from Client	.15
9/25/17	Receive, Review and Analyze Email from K. Rader	.15
9/25/17	Receive, Review and Analyze Email from Client	.15
9/25/17	Receive, Review and Analyze Email from Client	.15
9/25/17	Receive, Review and Analyze Email from Client	.35
9/25/17	Receive, Review and Analyze Email from Client	.15
9/25/17	Draft and Send Email to Client	.25
9/25/17	Receive, Review and Analyze Email from Client	.15
9/25/17	Receive, Review and Analyze Email from Client	.15

9/25/17	Draft and Send Email to Client	.15
9/25/17	Receive, Review and Analyze Email from Client	.15
9/25/17	Review Giberti's 4 th ECC Supplement	.75
9/25/17	Revise Motion to Strike Viking Answer	3.5
9/25/17	Review Viking's 14 th ECC Supplement	1.25
9/25/17	Call with Client	.15
9/25/17	Call with Client	.15
9/25/17	Call with Client	.15
9/26/17	Call with Client	.15
9/26/17	Call with AMF	.10
9/26/17	Call with Client	.15
9/26/17	Call with AMF	.10
9/26/17	Call with Client	.25
9/26/17	Call with AMF	.10
9/26/17	Call with Client	.35
9/26/17	Call with Client	.15
9/26/17	Call with Client	.15
9/26/17	Prepare and Take Raul De La Rosa Deposition	3.25
9/26/17	Receive, Review and Analyze Email From JO with Attachments; Re: Deposition Documents	.50
9/26/17	Email Chain with AF, KR, JP; Re: Reactivations	.15
9/26/17	Receive, Review and Analyze Email from K. Rader	.25
9/26/17	Receive, Review and Analyze Email from K. Rader	.15
9/26/17	Draft and Send Email to Client	.15
9/26/17	Draft and Send Email to Client	.15
9/26/17	Draft and Send Email to Client	.15
9/26/17	Receive, Review and Analyze Email from Client	.15

9/27/17	Receive, Review and Analyze Email from Client	.65
9/27/17	Draft and Send Email to Client	.15
9/27/17	Draft and Send Email to Client	.15
9/27/17	Receive, Review and Analyze Email from Client	.25
9/27/17	Receive, Review and Analyze Email from Client with Attachment	.35
9/27/17	Receive, Review and Analyze Email from Client	.25
9/27/17	Draft and send email to AF re printing email from Robinson for motion and review AF response	.15
9/27/17	Email Chain with JP, AF, W. Laborde; Re: Rosa Emails	.25
9/27/17	Revise Motion to Strike; Review Emails; Meet with Client: Pre-Depo	3.5
9/27/17	Call with Client	.15
9/27/17	Call with Client	.35
9/27/17	Call with Client	.15
9/28/17	Call with Client	.15
9/28/17	Call with Client	.25
9/28/17	Call with Client	.10
9/28/17	Call with Client	.25
9/28/17	Revise Motion to Strike Viking Answer	3.75
9/28/17	Revise Motion to De-Designate Confidentiality	1.5
9/28/17	Attend Collin Kendrick Deposition	1.5
9/28/17	Review Plaintiffs' 11 th ECC Supplement	.50
9/28/17	Receive, Review and Analyze Email from Client	.15
9/28/17	Receive, Review and Analyze Email from Client	.20
9/28/17	Draft and Send Email to Client	.50
9/28/17	Receive, Review and Analyze Email from Client	.25
9/28/17	Receive, Review and Analyze Email from Client	.25

9/28/17	Draft and send email to AF re points for our reply to the motion to strike and review AF response	.20
9/28/17	Email chain with AF re filing motion to strike and affidavit	.25
9/28/17	Draft and send email and attachment to AF re technical data sheet	.15
9/29/17	Attend Brian Edgeworth Deposition	7.5
9/29/17	Email Chain with NG, AD, JP, AF, MN; Re: Lawrence Deposition	.15
9/29/17	Receive, Review and Analyze Email From D. Holloman; Re: Mediation	.15
9/29/17	Email Chain with AF, AD, JP, MN, TU; Re: DCRR 9/13/17	.15
9/29/17	Email Chain with AF, MN, JP; Re: DCRR 9/20/17	.15
9/29/17	Email Chain with AF, AD, JP, MN, TU; Re: Order to Amend Viking	.15
9/29/17	Email chain with AF re scheduling Carnahan depo	.25
9/29/17	Draft and send email to AF re date mediation briefs due	.15
9/29/17	Email chain with AF re draft DCRRs (9.13.17 and 9.20.17)	.50
9/29/17	Draft and send email to AF re digital photos of damage and review AF response	.15
9/29/17	Email chain with AF re drafting Lange written discovery for punitive damages and draft requests	.20
9/29/17	Call with AMF	.15
9/29/17	Review and Revise written discovery to Lange	.25
9/30/17	Call with Client	.25
9/30/17	Receive, Review and Analyze Email from Client with Link	.50
9/30/17	Receive, Review and Analyze Email from Client with Link	.50
9/30/17	Draft and Send Email to Client	.15
9/30/17	Receive, Review and Analyze Email from Client	.15
9/30/17	Draft and Send Email to Client	.15
10/1/17	Receive, Review and Analyze Email from Client with Attachment	.40

10/1/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/2/17	Draft and send email and attachment to AF re Glen Rigdon and a motion to exclude him as an expert	.25
10/2/17	Review and Revise Motion to Reconsider Pro Hac of LA Counsel	1.50
10/2/17	Email Chain with MC, AF, JP; Re: Rimkus DCRR	.25
10/2/17	Receive, Review and Analyze Email from Client	.50
10/2/17	Receive, Review and Analyze Email from Client	.25
10/2/17	Receive, Review and Analyze Email from Client	.50
10/2/17	Draft and Send Email to Client	.15
10/2/17	Receive, Review and Analyze Email from Client	.25
10/2/17	Call with Client	.25
10/2/17	Call with Client	.10
10/2/17	Call with Client	.25
10/3/17	Call with Client	.15
10/3/17	Call with Client	.15
10/3/17	Call with Client	.15
10/3/17	Call with Client	.15
10/3/17	Call with Client	.25
10/3/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/3/17	Receive, Review and Analyze Email from Client	.15
10/3/17	Receive, Review and Analyze Email from Client with Attachment	1.25
10/3/17	Receive, Review and Analyze Email from Client with Attachment	.35
10/3/17	Draft and send email to AF re written discovery to Lange that we need to draft and serve	.25
10/3/17	Email Chain with AF, MC, JP; Re: Rimkus DCRR	.50
10/3/17	Email Chain with DC, JP, MN, KR, SK; Re: OPP to MOT to Compel Carnahan	.15

10/3/17	Email chain with AF re Schedule A of EFT and supplementing in ECC	.15
10/3/17	Prepare and Attend Motion to Exclude Rosenthal	3.25
10/3/17	Draft Interrogatories and Request for Production to Lange Plumbing	.75
10/3/17	Review Plaintiffs' 12 th ECC Supplement	.50
10/3/17	Discussion with Nunez	.25
10/3/17	Email chain with AF re Max Couvillier changes to DCRR	.25
10/3/17	Draft and send email to AF re forwarding Viking's Opp to Motion to Compel Carnahan	.25
10/4/17	Prepare and Attend Motion to Compel Carnahan and Motion to De-Designate; Review Oppositions	3.5
10/4/17	Text Message with AMF	.10
10/4/17	Email Chain with D. Holloman; Re: Brief	.15
10/4/17	Review and Revise Mediation Brief	2.25
10/4/17	Review and Revise Motion to Reconsider	1.75
10/4/17	Email Chain with JP, AF; Re: DCRR for Inspections	.15
10/4/17	Receive, Review and Analyze Email from Client with Link	.65
10/4/17	Receive, Review and Analyze Email from Client	.50
10/4/17	Call with Client	.50
10/5/17	Call with AMF	.10
10/5/17	Receive, Review and Analyze Email from Client	.25
10/5/17	Receive, Review and Analyze Email from Client	.40
10/5/17	Receive, Review and Analyze Email From Whitfield	.15
10/6/17	Receive, Review and Analyze Email from Rimkus with Attachment; Forward to Client	.50
10/6/17	Receive, Review and Analyze Email from Client	.15

10/6/17	Email chain with AF re Amended ZAIC Notice and SDT	.15
10/7/17	Call with AMF	.25
10/9/17	Meet with Mediator - Discuss Case	1.5
10/9/17	Email Chain with AD, AF; Re: Extension	.25
10/9/17	Draft and Send Email to Client with Attachment	.15
10/9/17	Draft and Send Email to Client with Attachment	.15
10/9/17	Draft and Send Email to Client with Attachment; Prepare Demand Sheets	.75
10/9/17	Receive, Review and Analyze Email from Client with Links	.50
10/10/17	Receive, Review and Analyze Email from Client	.35
10/10/17	Call with AMF	.10
10/10/17	Call with AMF	.15
10/10/17	Call with Client	.10
10/10/17	Call with Mike Nunez	.10
10/10/17	Call with Client	.10
10/10/17	Draft and Send Email to Client with Attachment	.25
10/10/17	Draft and Send Email to Client and Response	.15
10/10/17	Receive, Review and Analyze Email from Client	.15
10/10/17	Draft and Send Email to Client with Attachment	.15
10/10/17	Receive, Review and Analyze Email from Client with Attachment	.40
10/10/17	Email Chain with AD, AF; Re: Payment of Past Invoices	.50
10/10/17	Email Chain with KR, AF; Re: Michigan Depositions	.25
10/10/17	Attend Mediation at JAMS with Floyd Hale	4.0
10/11/17	Receive, Review and Analyze Email from Client	.25
10/11/17	Receive, Review and Analyze Email from Client	.25
10/11/17	Receive, Review and Analyze Email from Client	.25

10/11/17	Receive, Review and Analyze Email from Client	.50
10/11/17	Receive, Review and Analyze Email from Client	.15
10/11/17	Receive, Review and Analyze Email from Client	.15
10/11/17	Receive, Review and Analyze Email from Client	.35
10/11/17	Email chain with AF re response to Robinson re deposition scheduling	.30
10/11/17	Email chain with AF re UL Depo re-scheduling	.15
10/11/17	Email chain with AF re phone message from Pancoast	.15
10/12/17	Call with Client	.15
10/12/17	Forwarded emails from Wiznet from to AF re filed transcripts	.15
10/12/17	Receive, Review and Analyze Email from Client with Attachment	.25
10/12/17	Draft and Send Email to Client	.15
10/12/17	Receive, Review and Analyze Email from Client	.50
10/12/17	Receive, Review and Analyze Email from Client	.40
10/12/17	Receive, Review and Analyze Email from L. Pomerantz	.25
10/12/17	Receive, Review and Analyze Email from Client	.25
10/12/17	Receive, Review and Analyze Email from Client with Attachment	.35
10/13/17	Email Chain with JP, AF; Re: Interpreter	.25
10/13/17	Email Chain with AF, AD, JP, TU, KR, SK; Re; Privilege Log	.25
10/13/17	Email Chain with AF, SK, AD, MN, JP, TU; Re: Revised Order MOT to Amend	.40
10/14/17	Receive, Review and Analyze Email from Client	.25
10/14/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/15/17	Review Viking Opposition to Plaintiff Motion to Strike & Revise Reply	4.50
10/15/17	Draft and Send Email to Client with Attachment	.15

10/15/17	Receive, Review and Analyze Email from Client	.25
10/15/17	Receive, Review and Analyze Email from Client	.15
10/15/17	Verified with Court Reporter	.25
10/16/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/16/17	Receive, Review and Analyze Email from Client	.25
10/16/17	Receive, Review and Analyze Email from Client	.50
10/16/17	Receive, Review and Analyze Email from Client with Attachment	.25
10/16/17	Receive, Review and Analyze Email from Client with Attachment	.25
10/16/17	Receive, Review and Analyze Email from Client with Attachment	.25
10/16/17	Receive, Review and Analyze Email from Client	.15
10/16/17	Draft and Send Email to Client	.25
10/16/17	Receive, Review and Analyze Email from Client	.15
10/16/17	Draft and Send Email to Client	.15
10/16/17	Draft and Send Email to Client	.15
10/16/17	Receive, Review and Analyze Email from Client	.25
10/16/17	Receive, Review and Analyze Email from Client	.15
10/16/17	Email Chain with Client	.25
10/16/17	Receive, Review and Analyze Email from Client	.25
10/16/17	Email chain with AF re Franson's last known address	.15
10/16/17	Finalize Reply to opposition to Motion to Strike & Attend Margaret Ho Deposition	4.75
10/16/17	Draft and Send Email to GZ; Re: Requesting TC and Deposition Dates	.25
10/16/17	Email Chain with JP, AD, TU, JR; Re: Privilege Log	.15
10/16/17	Draft and send email to AF re Viking's production of Carnahan's depo and review AF response	.15

10/16/17	Draft and send email to AF re production of Rapid Cash ad and review AF response	.15
10/16/17	Email chain with AF re Viking's 15 th ECC Supp	.15
10/16/17	Email chain with AF and client re supplementing motion to strike	.15
10/16/17	Call with Client	.25
10/16/17	Call with Client	.50
10/16/17	Call with Client	.15
10/16/17	Call with AMF	.10
10/16/17	Call with AMF	.15
10/16/17	Call with Client	.10
10/17/17	Call with AMF	.15
10/17/17	Call with AMF	.15
10/17/17	Call with Client	.50
10/17/17	Call with Client	.15
10/17/17	Email chain with AF re 2.34 re Pomerantz as expert	.15
10/17/17	Email chain with AF re research for Reply to Lange MSJ	.50
10/17/17	Email chain with AF re depo cites for Reply to Lange MSJ	.75
10/17/17	Review Lange's 11 th ECC Supplement	1.25
10/17/17	Draft Motion to Strike Expert Carnahan; Revise Supplement to Motion to Strike Defendants Answer	6.75
10/17/17	Receive, Review and Analyze Email from Client	.40
10/17/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/17/17	Receive, Review and Analyze Email from Client with Attachment and Response	.50
10/17/17	Draft and Send Email to Client	.15
10/17/17	Draft and Send Email to Client with Attachment	.15
10/18/17	Receive, Review and Analyze Email from Client	.40

10/18/17	Draft and Send Email to Client	.15
10/18/17	Receive, Review and Analyze Emails from Client	.35
10/18/17	Receive, Review and Analyze Email from Client	.15
10/18/17	Receive, Review and Analyze Email from Client	.15
10/18/17	Draft and Send Email to Client	.15
10/18/17	Receive, Review and Analyze Email from Client	.15
10/18/17	Receive, Review and Analyze Email from Client	.25
10/18/17	Email Chain with Client	.15
10/18/17	Receive, Review and Analyze Email from Client with Attachment	.25
10/18/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/18/17	Receive, Review and Analyze Email from Client	.25
10/18/17	Receive, Review and Analyze Email from Client	.15
10/18/17	Receive, Review and Analyze Email from Client	.15
10/18/17	Draft and send email to AF re supplement to Motion to strike and review AF response	.75
10/18/17	Prepare and Attend Hearing on Plaintiffs Motion to Strike Defendants Answer	5.25
10/18/17	Review Lange Opposition to Motion for MSJ and draft Reply	2.25
10/18/17	Review Viking Written Discovery Responses and Analyze; Discussion with AF	1.25
10/18/17	Call with Client	.50
10/18/17	Call with Client	.10
10/18/17	Call with Client	.75
10/19/17	Call with Client	.35
10/19/17	Call with Mike Nunez	.15
10/19/17	Call with Mike Nunez	.10

10/19/17	Call with Mike Nunez	.10
10/19/17	Call with Mike Nunez	.15
10/19/17	Call with Client	.50
10/19/17	Revise Reply to Lange Opposition to MSJ	4.0
10/19/17	Draft Supplement to Motion to Strike	2.50
10/19/17	Review Viking's 15 th ECC Supplement	1.25
10/19/17	Email Chain with F. Hale, MN, AD, JP, SK, D. Holloman; Re: Mediation	.50
10/19/17	Draft and Send Email to Client	.25
10/19/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/19/17	Receive, Review and Analyze Email from Client	.40
10/19/17	Email Chain with Client	.50
10/19/17	Receive, Review and Analyze Email from Client	.25
10/19/17	Receive, Review and Analyze Email from Client	.15
10/19/17	Draft and Send Email to Client	.15
10/19/17	Draft and send email to AF re supplementing documents including El Segundo letter and review AF response	.20
10/19/17	Email chain with AF re Giberti Motion for Good Faith Settlement and whether we will oppose	.15
10/19/17	Email chain with AF re Olivas depo and Pancoast email	.15
10/20/17	Draft and send email to AF re inserting hidden activation information into supplement and review AF response	.15
10/20/17	Draft and Send Email to Client with Attachment	.15
10/20/17	Call with Client	.15
10/20/17	Receive, Review and Analyze Email from Client with Attachment	.35
10/20/17	Receive, Review and Analyze Email from Client	.25
10/20/17	Receive, Review and Analyze Email from Client	.40

10/20/17	Draft and Send Email to Client	.15
10/20/17	Draft and Send Email to Client with Link	.15
10/20/17	Revise Reply to MSJ	3.25
10/20/17	Revise Supplement to Motion to Strike	3.75
10/20/17	Conference Call with UL Lawyers Susan McNicholas from Chicago & Discussion with AF; Review Subpoena and Notice	1.25
10/21/17	Email Chain with D. Holloman; Re: Mediation	.25
10/21/17	Draft and Send Email to Client with Attachment	.15
10/21/17	Receive, Review and Analyze Email from Client with Attachment	.40
10/21/17	Email Chain with Client with Attachment	.25
10/21/17	Email chain with AF re pre-lien notice form Lange	0.15
10/22/17	Draft and Send Email to Client	.15
10/22/17	Email Chain with Client with Attachment	.25
10/22/17	Revise Supplement to Motion to Strike	1.25
10/23/17	Draft and send email to AF re Opp to Zurich Motion and review AF response	1.0
10/23/17	Revise Supplement to Motion to Strike	1.50
10/23/17	Revise Reply to Lange MSJ	1.75
10/23/17	Review Plaintiff 13 th Supplement to ECC; Viking Compliance Documents; Emails; Discussion with AF	1.5
10/23/17	Draft Letter to Lange Dalacas re Lien	.25
10/23/17	Review ZAIC Motion for Protective Order; Draft opposition	1.5
10/23/17	Conversation with Client	.25
10/23/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/23/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/23/17	Email Chain with Client with Attachment	.25

10/23/17	Receive, Review and Analyze Email from Client and Response	.15
10/23/17	Receive, Review and Analyze Email from Client with Attachment	.50
10/23/17	Receive, Review and Analyze Email from Client	.25
10/23/17	Draft and Send Email to Client	.15
10/23/17	Email chain with AF re supplement to motion to strike	.20
10/23/17	Call with Client	.15
10/24/17	Call with Client	.10
10/24/17	Call with Client	.25
10/24/17	Call with Mike Nunez	.15
10/24/17	Call with Client	.25
10/24/17	Call with Mike Nunez	.25
10/24/17	Call with Client	.25
10/24/17	Call with Client	.50
10/24/17	Review Email from ZAIC; Review attachment; Draft Reply Email	.75
10/24/17	Attend DC Hearing; Status Check	2.25
10/24/17	Draft Supplemental Reply - MSJ Lange	2.5
10/24/17	Review Viking Correspondence re competing DCRR's	1.0
10/25/17	Revise Written Discovery to Viking ; Discussion with AF	1.5
10/25/17	Email Chain with AF, AD, SK, TU, MN, JP; Re: DCRR 10/4/17	.25
10/25/17	Email Chain with EC, JP, MN, AD, TP; Re: 16 th Supp	.50
10/25/17	Email Chain with Client with Attachments	.25
10/25/17	Receive, Review and Analyze Email from Client	.25
10/25/17	Receive, Review and Analyze Email from Client	.40
10/25/17	Draft and Send Email to Client	.15
10/25/17	Receive, Review and Analyze Email from Client with Attachment	.25