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. 84367** DISTRICT COURT CASE NO.: A-16-738444-C *Consolidated with:* DISTRICT COURT CASE NO.: A-18-767242-C

Electronically Filed
Jul 11 2022 02:26 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

PETITIONER'S REPLY BRIEF

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NRAP 26.1 DISCLOSURE

The undersigned counsel certifies that the following are persons and entities as described in NRAP 26.1 and must be disclosed. These representations are made in order that the judges of this Court may evaluate possible disqualification or recusal.

No such corporations involved.

Peter S. Christiansen, Esq., Nevada Bar No. 5254, of Christiansen Trial Attorneys has also appeared on behalf of the Petitioner.

/s/ James R. Christensen

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I. Introduction

The district court adjudication order granting Simon a contract rate for the attorney fee due for work from September 20 to November 29, 2017, was erroneous. The district court erred by using an implied hourly rate found in an implied contract which the court also found the Edgeworths had terminated. The Edgeworths decision to discharge Simon ended the implied contract and the implied contract rate, therefore, the district court should have used quantum meruit to determine the fair value of fees due Simon for work from September 20 forward.

The district court also erred by arbitrarily and capriciously using the "superbill" to calculate the fee due Simon from September 20 through November 29, 2017, when the court also found that the superbill was too unreliable to serve as a foundation for a fee award for Simon for work through September 19, 2017. The court did not explain the basis for the different and conflicting findings regarding the reliability of the superbill. Thus, the district court erred by issuing internally contradictory findings without further explanation.

The Edgeworths answer only briefly comments on Simon's arguments, and as pointed out below, on the whole the salient arguments support Simon. The path for relief available to Simon is also reviewed in response to the procedural questions raised by the Edgeworths.

Unfortunately, the bulk of the answer continues the Edgeworths' primary narrative of unsupported personal attack upon Simon. The personal attacks are below threshold and will not be addressed beyond the following brief comment. The district court complimented Simon for his excellent work[1] and determined that the Simon lien was valid and enforceable.[2] In stark contrast, the Edgeworths were sanctioned for filing a frivolous conversion lawsuit against Simon[3] - a frivolous lawsuit which Angela Edgeworth testified was filed to punish Simon.[4] The record shows Simon acted honorably, while the Edgeworths use of frivolous litigation and incessant unfounded personal attacks demonstrates the opposite.[5]

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[1] IX-WA02225:8-9
[2] IX-WA02238
[3] *Edgeworth Family Trust v. Simon*, 477 P.3d 1129 (table) 2020 WL 7828800 (Nev. 2020) (unpublished).
[4] VII-WA01710:21-23
[5] The Edgeworths try to support some of their attacks by selective citation to the record, usually self-serving testimony by the Edgeworths. The Edgeworths studiously avoid the portions of the record where the Edgeworths' claims were exposed on cross examination or other challenge. At best, the Edgeworths only demonstrate that some facts may have been contested. However, the Edgeworths filed a complaint and argued that

II. Argument

There are no procedural roadblocks to consideration of the Simon writ. As an attorney who was not named or served in the relevant case below, Simon does not possess appellate rights. Simon is obligated to pursue writ relief, which Simon did in a timely fashion.

The district court erred by using a discharged contract term to determine the outstanding fees due Simon instead of determining the fair value of the work using the market rate under quantum meruit principles. The district court also erred by issuing internally inconsistent findings.

The district court found Simon had not been paid under the implied contract for work done from September 20, 2017, forward when the Edgeworths discharged Simon and ended the implied contract on November 29, 2017. Accordingly, the district court was obligated to adjudicate the Simon lien claim for outstanding fees due from September 20 forward by use of quantum meruit as described by Nevada law[6] and the Restatement (Third) The Law Governing Layers §39 (2000).

Simon was due nothing for his unpaid work, thus, because Simon prevailed by recovering an amount for fees and advanced costs, inferences should be drawn in favor of Simon. *Simmons Self-Storage Partners, LLC, v. Rib Roof Inc*., 130 Nev. 540, 331 P.3d 850 (2014) (inferences from contested evidence are drawn in favor of the prevailing party).

[6] When a lawyer is discharged by the client, the lawyer is no longer compensated under the discharged contract but is paid based on *quantum*

A. Simon may only seek review via a petition for extraordinary relief.

Simon may seek relief from the attorney lien adjudication order via a writ. In Nevada, an attorney normally does not have a right of direct appeal to seek review of a district court's attorney lien adjudication, because an attorney of record is not usually named as a party and served. *Albert D. Massi, Ltd., v. Bellmyre*, 111 Nev. 1520, 908 P.2d 705 (1995)(as a nonparty an attorney may not challenge a district court attorney lien adjudication order by direct appeal, instead the attorney must file a writ). Simon was named and served as a party in a consolidated case alleging conversion brought by the Edgeworths, but the Edgeworth conversion case against Simon is not a factor because the case was frivolous, the case has been dismissed, and the Edgeworths were sanctioned for bringing the case against Simon without a reasonable basis. *Edgeworth Family Trust,* 477 P.3d 1129 (Table), 2020 WL 7828800 at *3 & *4 (unpublished).

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merit. *See, e.g., Gonzales v. Campbell & Williams*, 2021 WL 4988154, 497 P.3d 624 (Nev. 2021)(unpublished); *Edgeworth Family Trust*, 477 P.3d 1129 (table) 2020 WL 7828800; *Golightly v. Gassner*, 281 P.3d 1176 (Nev. 2009) (unreported) (discharged attorney paid by *quantum merit* rather than by contingency); *citing*, *Gordon v. Stewart*, 324 P.3d 234 (1958) (attorney paid in *quantum merit* after client breach of agreement); and, *Cooke v. Gove*, 114 P.2d 87 (Nev. 1941)(fees awarded in *quantum merit* when there was no agreement).

In this case, the Edgeworths at least imply that Simon may not seek relief by a writ, because Simon did not pursue a cross appeal. The Edgeworths' argument fails because Simon is not a named party and thus may not file a cross appeal. *See, e.g*., *Albert D. Massi,* 111 Nev. 1520, 908 P.2d 705; and, *A.W. Albany v. Arcata Associates, Inc*., 106 Nev. 688, 799 P.2d 566 at n. 1 (1990)(as a nonparty an attorney may not file a direct appeal to challenge a district court order sanctioning the attorney, instead the attorney must file a writ). Simon may only seek review of the district court order adjudicating the Simon attorney lien via petition for extraordinary relief, because Simon has no other "plain, speedy and adequate remedy in the ordinary course of law". *Oxbow Construction LLC, v. Eighth Judicial Dist. Court*, 130 Nev. 867, 872, 335 P.3d 1234, 1238 (2014); *Albert D. Massi,* 111 Nev. 1520, 908 P.2d 705; and, *A.W. Albany*, 106 Nev. 688 at n. 1, 799 P.2d 566 at n. 1. Accordingly, Simon has properly sought writ relief because it is the only available means to obtain appellate review of the district court lien adjudication order.

B. Laches does not preclude consideration of the Simon writ.

The Edgeworths argue that Simon should have filed an appeal or a writ within the time allowed by NRAP 4(a)(1)&(2), therefore, the Simon writ should not be considered based on application of the equitable doctrine of

laches. The Edgeworths argue laches even though court rules do not contain a time limit for filing a petition for a writ. (*See, generally*, the NRAP & NRAP 21.)

Laches does not apply to preclude consideration of the Simon writ. For laches to equitably preclude consideration of a writ, a court must consider three factors. *State v. Eighth Jud. Dist. Ct. (Anzalone)*, 118, Nev. 140, 148, 42 P.3d 233, 238 (2002). "[A] court must determine: (1) whether there was an inexcusable delay in seeking the petition, (2) whether an implied waiver arose from the petitioner's knowing acquiescence in existing conditions, and (3) whether there were circumstances causing prejudice to the respondent." *Id., at 148, 42 P.3d at 238.* Further, laches is not mere delay or resting on one's rights. *Home Savings v. Bigelow,* 105 Nev. 494, 496, 779 P.2d 85, 86 (1989). "The condition of the party asserting laches must become so changed that the party cannot be restored to its former state." *Id.,* 779 P.2d at 86. The facts of each case must be examined to decide if laches applies. *Ibid.*

In this case, Simon pursued his claim for a fee greater than the fee granted by the district court lien adjudication order through multiple filings before the district court, on appeal filed by the Edgeworths, and his own petitions for writ. Under the first factor, the current Simon writ petition

cannot be found to be untimely when viewed in the context of this dispute. On January 27, 2022, the Edgeworths filed their opening brief in 83258 (consolidated with 83260). On February 1, 2022, the Edgeworths filed a petition for writ. *On March 11, 2022, Simon filed his petition for writ.* Also on March 11, Simon answered the Edgeworth writ petition. On March 23, Simon filed his answer in 83258/83260. On April 8, the Edgeworths filed a reply in favor of their writ petition. On May 12, 2022, the Edgeworths answered the Simon writ petition. Also on May 12, 2022, the Edgeworths replied in favor of their appeal. Accordingly, the filing of the Simon writ was not inexcusably delayed because the Simon writ was filed concurrently with the briefing of the Edgeworth appeal and the Edgeworth writ petition, and the writs and the appeal all deal with the same subject matter. The two writs and the appeal are all proceeding apace; thus no one can be said to delay resolution of the others.

On the second laches element, an implied waiver cannot be found. The record demonstrates that Simon pursued his claim for a fee higher than that granted by the adjudication order throughout the history of this dispute. For example, the Edgeworths' writ petition addresses their attempt to obtain an early release of disputed funds held in trust in the face of

Simon's ongoing claim for a higher fee. The Edgeworths' own writ petition demonstrates that Simon did not waive the claim for a higher fee.

The third laches element is not present. As stated in *Home Savings*, "[t]he condition of the party asserting laches must become so changed that the party cannot be restored to its former state." *Home Savings*, 105 Nev. at 496, 779 P.2d at 86. In this case, the disputed funds are safely held in trust by the Edgeworths' own attorney. The Edgeworths have not suffered undue prejudice because the disputed funds are safe and because the Simon writ was not inexcusably late in the context of this case.

Finally, as an equitable doctrine, laches may not be the cause of inequity. *Id*., at 105 Nev. 496-97, 779 P.2d at 86-87. By way of this writ, Simon seeks to prevent an inequitable windfall to the Edgeworths. As such, preclusion of consideration of the writ by application of laches would cause an inequity and is thus inappropriate.

Consideration of the Simon writ petition is not precluded by laches. The elements of laches are not present in this case, and application of the equitable doctrine of laches would lead to an inequitable result.

C. The fee due Simon is an open question.

The Edgeworths argue that further consideration of the fee due Simon for work from September 20, 2017, forward was considered and

answered by this Court. Simon respectfully disagrees and submits the issue of the reasonable fee for work performed from September 20th forward was left open for further consideration.

After remand and appeal, the question of whether a district court adhered to a clearly expressed rule of law or principal is reviewed de novo. *State Engineer v. Eureka County*, 133 Nev. 557, 559, 402 P.3d 1249, 1251 (2017). However, on remand the law of the case doctrine does not apply to "matters left open by the appellate court." *Wheeler Springs Plaza, LLC v. Beemon*, 119 Nev. 260, 266, 71 P.3d 1258, 1262 (2003).

In this case, when Simon was discharged by the Edgeworths on November 29, 2017, under the decision and findings Simon was considered paid through September 19, 2017.[7] When discharged on November 29, 2017, Simon had not been paid for his work from September 20th forward.[8] Accordingly, the issue of fees owed to Simon from September 20, 2017, through the end of the case was left open for further determination by the district court.

On remand, Simon moved for adjudication of the attorney lien by quantum meruit using a market rate analysis.[9] The district court received

[7] IX-WA02245:26
[8] IX-WA02245-2246
[9] IX-WA02065-2169

the supplemental declaration of attorney fee expert Will Kemp.[10] Mr. Kemp reviewed the remand and provided an analysis of the value of Simon's work from September 20, 2017, through the end of the case.[11] The Edgeworths did not provide a rebuttal opinion, thus Mr. Kemp's analysis was unrebutted.

D. The district court erred when it did not use the fair value standard.

The Edgeworths and Simon agree that the proper method to adjudicate the Simon attorney lien was for the district court to use the fair value standard described by the Restatement (Third) The Law Governing Lawyers §39 (2000) to determine the fee due under quantum meruit. The district court committed error when it did not follow the fair value approach and apply the market rate to determine the attorney fee due Simon from September 20, 2017, forward. Simon respectfully requests that the adjudication be remanded to district court with an instruction for the district court to analyze the fees due Simon from September 20 forward under quantum merit using the market rate for fair value approach.

[10] IX-WA02166-2169
[11] *Id.*

The district court found that the Edgeworths fired Simon on November 29, 2017.[12] Prior to discharge, the district court found that an implied fee contract existed between Simon and the Edgeworths.[13] On the day the Edgeworths terminated Simon, the district court found that Simon had been paid under the implied contract only through September 19, 2017, and that the Edgeworths owed Simon for work from September 20 forward.[14] Further, the district court concluded that:

> When a lawyer is discharged by the client, the lawyer is no longer compensated under the discharged/breached/repudiated contract, but is paid based on quantum meruit. (Citations omitted.)[15]

The district court's conclusion agrees with NRS 18.015(2), case law and was affirmed on the previous appeal. *Edgeworth Family Trust*, 477 P.3d 1129 (table) 2020 WL 7828800 (unpublished).

The Edgeworths discharged Simon and terminated the implied fee contract on November 29, 2017, before the attorney lien was perfected, settlement funds tendered, and the court's adjudication. Despite the foregoing, the district court then enforced the payment term of the terminated contract to determine attorney fees due to Simon for

[12] IX-WA02240:21-22
[13] IX-WA02238:1-9
[14] IX-WA02244:20-23
[15] IX-WA02249:5-6

September 20, through November 29, 2017.[16] In doing so, the district court committed error because the court contradicted its finding that the contract was ended, and it is axiomatic that a contract must exist before a contract term can be enforced. *See, e.g*., Restatement (Second) of Contracts §1-5 (1981).

Because there was no enforceable fee contract, the district court must determine the fair value of the unpaid work by Simon per the principles of quantum meruit. The Edgeworths appear to agree. The Edgeworths brief quotes §39 of the Law Governing Lawyers:

> If a client and 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. (Edgeworth brief at 24.)

The parties agree with the "fair value" standard from §39 of the Restatement and that Nevada law holds that the role of the district court was to determine the fair value of Simon's unpaid work.

There being no contract between Simon and the Edgeworths as of November 29, 2017, Simon agrees with the Edgeworths that Simon is due the fair value of his services as the fee due under the attorney lien for the

[16] IX-WA02245:21-23

period of time for which fees were outstanding, September 20, 2017, forward.

The parties agree that comment c of §39 of the Third Restatement describes how the fair value standard is applied. The Edgeworths' brief accurately describes comment c and the fair value standard:

> The comment starts with the proposition that assessing fair value requires consideration of the "fees customarily charged by comparable lawyers in the community for similar legal services," and recognizes that "[i]n some cases a standard market rate for a legal service might in fact exist." *Id*.

(Edgeworth brief at 24.)

Accordingly, when applying the fair value standard under quantum meruit to adjudicate an attorney's lien, the district court was to determine Simon's fee using the comparable community fees and/or a standard market rate as described in comment c. The unrebutted testimony of Will Kemp provided substantial evidence of comparable community fees and that a standard market rate for the type of work performed by Simon existed and set forth the amount of the customarily charged fee.[17]

The district court did not perform a fair value analysis under quantum meruit for fees due Simon from September 20 through November 29, 2017. Instead, the district court applied an implied contract term which the court

[17] II-WA00483-490; VII-WA01504-1568; IX-WA02166-2169

had also found had been ended by the Edgeworths.[18] The district court erred when it did not perform a fair value analysis and did not describe the basis for not applying the standard. The district court also erred when it did not consider or follow the substantial evidence provided regarding comparable community practices and/or the standard market rate for Simon's work without providing a reason.

There are limitations to the fair value standard. (Edgeworth brief at 24-25.) Under comment c of The Law Governing Lawyers §39, an attorney is not due the "highest contractual fee" possible under the fair value standard. In this case, the "highest contractual fee" possible limitation does not apply. The comparable community and standard market rate described by Will Kemp is the going rate for the Las Vegas area, it is not the highest possible rate.[19] Accordingly, the limiting language of comment c does not impact adjudication of Simon's lien.

Finally, comment b of §39 of the Law Governing Lawyers also contains language which sets boundaries on a fair value adjudication. Comment b states that when there is no fee contract it can be assumed that the attorney did not discuss fees with the client, accordingly the fair

[18] IX-WA02244:19-23
[19] II-WA00483-490; VII-WA01504-1568; IX-WA02166-2169

value analysis must start at the lower range of a reasonable fee. (Edgeworth brief at 25.) The comment b boundary is not explicitly found in Nevada law.[20] Regardless, in this case the limitation likely would not apply, because of the substantial evidence adduced of the comparable community and standard market rate. Further, the district court would not reach application of comment b because the district court found substantial evidence that fees were discussed sufficient to overcome the presumption.

Brian Edgeworth and Daniel Simon both testified about discussion of the high fee structures and retainers that other counsel sought.[21] The district court found that at the early stage of the representation, the case was on a friends and family basis.[22]

As the case grew in complexity, the district court found that substantial evidence demonstrated that an implied fee contract existed by the sending and payment of three bills[23] - which contradicts the presumption.

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[20] *See supra,* at fn 6. The Edgeworth brief does not provide a citation to Nevada law supporting use of comment b.
[21] IV-WA00860:8-14
[22] IX-WA02233:45-14
[23] IX-WA02244-2245

Further, the district court found that Brian Edgeworth admitted to discussing a fee structure with Simon in San Diego.[24] The district court addressed Brian's fee structure email at length in the written findings.[25] Brian even testified that he believed that Simon's fee should be reduced as Simon did more work and was more successful.[26] While Brian's testimony regarding his position on fees runs contrary to basic equity and the fair value standard, the testimony establishes that fees were discussed.

The Edgeworths are sophisticated international business owners who routinely hire attorneys and who admit to fee discussions with Simon.[27] While Simon and the Edgeworths did not agree upon a fee structure, they admittedly discussed possible fee structures. Therefore, because there is overwhelming evidence that Simon and the Edgeworths discussed possible fee structures, the presumption in comment b does not apply to this case.

E. The district court issued internally inconsistent findings.

The district court erred by issuing internally inconsistent findings that the superbill was unreliable through September 19, but reliable on the next day, September 20th through November 29, 2017, without explanation.[28]

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[24] IX-WA02234:5-7
[25] IX-WA02232-2250; X-WA02251-2254
[26] V-WA01169-1175
[27] VII-WA01727-WA01728
[28] IX-WA02232-2250; X-WA02251-2254

The error was material because the district court relied upon the superbill when determining the fee due Simon for work after September 19, 2017.[29] The error was unduly prejudicial, because use of the unreliable superbill limited Simon's quantum meruit recovery for his unpaid work under the fair value standard and resulted in a windfall for the Edgeworths.

District court findings which are not supported by evidence, or which do not have a basis are arbitrary and capricious. *See, e.g., SIIS v. Christensen*, 106 Nev. 85, 787 P.2d 408 (1990); *Integrity Ins. Co., v. Martin*, 105 Nev. 16, 769 P.2d 69 (1989). In this case, the district court stated a basis for its finding that the superbill was unreliable for dates through September 19, 2017, but did not state a basis why the superbill could be relied upon beginning the next day.[30] The evidence received by the court was that the entirety of the superbill was drafted in the same manner through September 19th and after.[31] (The superbill was created by reviewing the file and recording time only for events documented in the record. As a result, the method used to create the superbill did not capture many hours of time not directly tied to a pleading, hearing, or other event.[32]

[29] X-WA02253
[30] IX-WA02244-2248
[31] IX-WA02244-2248
[32] V-WA01209-1211

Thus, the superbill is not accurate, because it is too low.) The billing from September 19th and before and from the 20th and after have the exact same foundation, therefore, the inconsistent reliability findings are not supported by substantial evidence and are erroneous.

The application of the implied fee term from the implied contract between the Edgeworths and Simon also conflicts with the district court finding that the Edgeworths discharged Simon, and thereby ended the implied contract and its implied payment term. As argued, the course to follow was to determine the outstanding fee due for unpaid work under quantum meruit.

F. Lien adjudication is an equitable process.

Attorney lien adjudication is a process which is based in equity.

> A charging lien is "a unique method of protecting attorneys." *Sowder v. Sowder*, 127 N.M. 114, 977, P.2d 1034, 1037 (N.M. Ct. App. 1999). Such a lien allows an attorney, on motion in the case in which the attorney rendered the services, to obtain and enforce a lien for fees due for services rendered in the case. *See Argentena*, 125 Nev. at 532, 216 P.3d at 782. A charging lien "is not dependent on possession, as in the case of the general or retaining lien. It is based on natural equity—the client should not be allowed to appropriate the whole of the judgment without paying for the services of the attorney who obtained it." 23 *Williston on Contracts* § 62:11 (4th ed. 2002).

Leventhal v. Black & LoBello, 129 Nev. 472, 475, 305 P.3d 907, 909 (2013).

In the equity picture, Simon accepted a half million-dollar case with difficult economics because of friendship; then, through hard work and excellent lawyering, his clients have already received just under $4,000,000.00, which the Edgeworths agreed made them more than whole.[33] The remaining disputed settlement funds were earmarked for reasonable attorney's fee by mediator Floyd Hale.[34] If the fair value approach is not used, the clients will gain settlement monies intended for attorney fees to pay for the creation of the fund, and the Edgeworths will thus benefit from an inequitable windfall. In equity, using the concept of fair value, Simon is due a larger fee to prevent a windfall and pursuant to the local comparable and standard market rates for litigation of a complex product liability case.

In equity, using fair value and the substantial and unrebutted evidence of the customary comparable and standard market rate provided by Will Kemp, Simon respectfully suggests the proper course is for the district court to be instructed on remand to determine the fair value of attorney fees due for work from September 20, 2017, forward by use quantum meruit principles. Such an instruction would also address and

[33] VII-WA01735 :14-16
[34] VII-WA01520:13-1522:13

resolve any concerns raised by the Edgeworths regarding the district court determination of fees due for work performed after November 29, 2017.

III. Conclusion

Simon respectfully requests that this matter be remanded to district court with an instruction for the district court to determine the fees due Simon from September 20, 2017, forward under quantum merit using the fair value approach. Because the district court found there was no contract on which to determine fees due Simon from September 20, 2017, forward, the district court should make findings concerning the existence of a standard market rate and its use in determining the fair value of fees due Simon under quantum meruit.

Dated this 11th day of July 2022.

/s/ James R. Christensen
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Attorney for Simon

VERIFICATION

I, James R. Christensen, am an attorney for Simon herein. I hereby certify that I have read the foregoing Reply Brief, have personal knowledge concerning the matters raised therein, and to the best of my knowledge, information, and belief, the factual matters set forth are as documented in the records of the case and Appendix, and that the arguments herein are not frivolous nor interposed for any improper purpose or delay.

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

/s/ James R. Christensen

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CERTIFICATE OF COMPLIANCE

I hereby certify that this Reply Brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft word for office 365 MSO in 14 point Arial font. I further certify that this brief complies with the page or type volume limitation of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C) it does not exceed 7,000 words and contains approximately 4,166 words.

I hereby certify that I have read this Reply Brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this Reply Brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record be supported by a reference to the page of the transcript or appendix where the matter relied on is to be found.

I understand that I may be subject to sanctions in the event that it is not in conformity with the Nevada Rules of Appellate Procedures.

DATED this 11th day of July, 2022.

/s/ James R. Christensen

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 11th day of July 2022, I served a copy of the foregoing REPLY BRIEF electronically to all registered parties.

/s/ *Dawn Christensen*
an employee of JAMES R. CHRISTENSEN