

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,

PETITIONERS

VS.

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

Respondents,

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

Real Parties in Interest.

Electronically Filed  
Apr 27 2023 11:35 AM  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No. \_\_\_\_\_

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

**APPENDIX IN SUPPORT OF EDGEWORTHS'  
PETITION FOR A WRIT OF MANDAMUS TO COMPEL THE DISTRICT  
COURT TO ENTER A QUANTUM MERUIT ORDER AS TWICE  
PREVIOUSLY ORDERED BY THIS COURT BUT DISREGARDED BY THE  
DISTRICT COURT**

**VOLUME II  
P00216 – P00365**

Steve Morris, Bar No. 1543  
Rosa Solis-Rainey, Bar No. 7921  
MORRIS LAW GROUP  
801 South Rancho Dr., Ste. B4  
Las Vegas, NV 89106  
Phone: 702-474-9400  
Fax: 702-474-9422  
[sm@morrislawgroup.com](mailto:sm@morrislawgroup.com)  
[rsr@morrislawgroup.com](mailto:rsr@morrislawgroup.com)

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

**PETITIONERS' APPENDIX**

**CHRONOLOGICAL INDEX**

<b>DATE</b>	<b>DOCUMENT TITLE</b>	<b>VOL</b>	<b>BATES NOS.</b>
2018-01-02	Amended Lien	I	P00001 – 04
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	P00005 – 27
2020-12-30	Order Affirming in Part, Vacating in Part and Remanding	I	P00028 – 42
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	P00043 – 67
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	I	P00068 – 84
2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	I	P00085 - 109
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	I	P00110 – 215
2021-05-13	Edgeworths' Motion For Order Releasing Client Funds And Requiring Production Of File	II	P00216 - 290
2021-05-20	Opposition to Edgeworths' Motion For Order Releasing Client Funds And Requiring Production Of File	II	P00291 – 339
2021-05-21	Reply ISO Edgeworths' Motion For Order Releasing Client Funds And Requiring Production Of File	II	P00340 - 359
2022-09-16	Order on Edgeworths' Writ Petition (Case No. 84159)	II	P00360 -365

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

**PETITIONERS' APPENDIX**

**CHRONOLOGICAL INDEX**

<b>DATE</b>	<b>DOCUMENT TITLE</b>	<b>VOL</b>	<b>BATES NOS.</b>
2022-09-16	Order Vacating Judgment and Remanding (Case No. 83258-83260)	III	P00366 - 370
2022-09-27	Fourth Amended Decision & Order to Adjudicate Lien	III	P00371 - 396
2022-09-27	Order to Release Edgeworth File	III	P00397 - 400
2022-12-15	Remittitur (signed and filed)	III	P00401 - 404
2023-02-09	Simon's Motion for Adjudication Following Remand	III	P00405 - 429
2023-02-23	Edgeworths' Response to Motion for Adjudication Following Remand	IV	P00430 - 702
2023-03-14	Reply ISO Motion for Adjudication Following Remand	V	P00703 - 770
2023-03-28	Fifth Amended Decision and Order on Motion to Adjudicate Lien	V	P00771 - 801
2023-04-24	Notice of Entry of Fifth Amended Decision and Order on Motion to Adjudicate Lien	V	P00802 - 834

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

**ALPHABETICAL INDEX**

<b>DATE</b>	<b>DOCUMENT TITLE</b>	<b>VOL.</b>	<b>BATES NOS.</b>
2018-01-02	Amended Lien	I	P00001 – 04
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	P00005 – 27
2023-02-23	Edgeworths' Response to Motion for Adjudication Following Remand	IV	P00430 - 702
2021-05-13	Edgeworths' Motion For Order Releasing Client Funds And Requiring Production Of File	II	P00216 - 290
2023-03-28	Fifth Amended Decision and Order on Motion to Adjudicate Lien	V	P00771 - 801
2022-09-27	Fourth Amended Decision & Order to Adjudicate Lien	III	P00371 - 396
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	I	P00068 – 84
2023-04-24	Notice of Entry of Fifth Amended Decision and Order on Motion to Adjudicate Lien	V	P00802 - 834
2021-05-20	Opposition to Edgeworths' Motion For Order Releasing Client Funds And Requiring Production Of File	II	P00291 – 339
2020-12-30	Order Affirming in Part, Vacating in Part and Remanding	I	P00028 – 42
2022-09-16	Order on Edgeworths' Writ Petition (Case No. 84159)	II	P00360 -365
2022-09-27	Order to Release Edgeworth File	III	P00397 - 400
2022-09-16	Order Vacating Judgment and Remanding (Case No. 83258-83260)	III	P00366 - 370

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

**PETITIONERS' APPENDIX**

**ALPHABETICAL INDEX**

<b>DATE</b>	<b>DOCUMENT TITLE</b>	<b>VOL.</b>	<b>BATES NOS.</b>
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	I	P00110 – 215
2022-12-15	Remittitur (signed and filed)	III	P00401 - 404
2021-05-21	Reply ISO Edgeworths' Motion For Order Releasing Client Funds And Requiring Production Of File	II	P00340 - 359
2023-03-14	Reply ISO Motion for Adjudication Following Remand	V	P00703 - 770
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	P00043 – 67
2023-02-09	Simon's Motion for Adjudication Following Remand	III	P00405 - 429
2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	I	P00085 - 109

Alvin B. Gurnea

P00216

**MORRIS LAW GROUP**  
801 S. RANCHO DR., STE. B4 • LAS VEGAS, NEVADA 89106  
702/474-9400 • FAX 702/474-9422

1 Defendants Edgeworth Family Trust and American Grating, LLC  
2 (collectively referred to as "Edgeworths") respectfully move this Court for an  
3 order releasing the Edgeworths' settlement funds now being held in a Bank  
4 of Nevada Account, requiring the signatures of Robert Vannah and Daniel  
5 Simon for release, into the Morris Law Group Trust account, and ordering  
6 the release of over \$1.5M in the account that is not reasonably in dispute.  
7 The Edgeworths further move for an Order requiring Simon to produce  
8 their complete client file to them or, at a minimum, deposit the complete  
9 client file with the Court, as he said he would do nearly a year ago.

10 This Motion is based on the papers and pleadings on file, the  
11 declaration of Rosa Solis-Rainey and any argument the Court may consider  
12 on this matter.

13 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**  
14 **MOTION FOR RELEASE OF FUNDS AND MOTION FOR PRODUCTION**  
15 **OF COMPLETE CLIENT FILE**

16 The Court is aware of the facts of this case; thus, only those facts  
17 necessary to address the narrow issues presented by this motion will be  
18 summarized.

19 **I. *RELEVANT FACTS***

20 On November 30, 2017, Daniel Simon filed an attorney charging lien  
21 against settlement proceeds due to the Edgeworths for \$80,326.86 in costs  
22 that were "continuing to accrue." Ex. A. On January 2, 2018, he amended his  
23 lien, reducing the costs claimed to be accruing to \$76,535.93<sup>1</sup> and attorney  
24 fees totaling \$2,345,450 less payments received from the Edgeworths, for a  
25 net of \$1,977,843.80. *See* Ex. B. On January 8, 2018, the Viking settlement

26  
27 <sup>1</sup> Simon again reduced the cost amount later, and the Edgeworths paid  
28 the costs, as the Court acknowledged. *See* Nov. 19, 2018 Decision and Order  
on Motion to Adjudicate Lien at 17:12-13 ("there are no outstanding costs  
remaining owed").

1 proceeds were deposited into a bank account that requires dual signatures  
2 for release, Mr. Simon's and Robert Vannah's, whom the Edgeworths had  
3 retained to help Simon finish finalizing the settlement. Settlement funds in  
4 excess of those that would satisfy Simon's claimed lien were released to the  
5 Edgeworths. Today, however, more than \$2M remains in that account, of  
6 which no more than \$537,502.50 would completely satisfy the amount this  
7 Court and the Nevada Supreme Court has ruled would pay Simon *all* he  
8 would be entitled to *if* the Edgeworths' pending motion to reconsider this  
9 Court's Third Amended Decision and Order is denied. Mr. Vannah has  
10 confirmed he will sign to transfer the funds now; Mr. Simon would not  
11 agree to the transfer or release of any funds to avoid this motion practice  
12 and judicial intervention. *See* Exs. C and D.

13 With respect to the case file, the Edgeworths requested in 2017 that  
14 Simon provide them with all documentation he had regarding the Viking  
15 settlement discussions. Ex. E. In response, he provided two settlement drafts  
16 on November 30, 2017. Ex. DD and EE to 5/3/21 Mot. for Recon. In 2018,  
17 Simon also provided the Edgeworths' "original file," but it was not complete  
18 and only included selected portions of the file. Ex. F. When the Edgeworths  
19 realized the file was incomplete, their counsel served Simon's counsel with a  
20 notice of intent to bring a motion to compel the production of the complete  
21 file under NRS 7.055(2). Ex. G. After much back and forth addressing  
22 Simon's alleged obstacles to producing the file, his office sent Mr.  
23 Edgeworth the file, minus "protected confidential material" and promised to  
24 deposit the balance of the file with the Court, which he did not do. Ex. H,  
25 May 27, 2020 Exchanges; *see also* Exs. 2 – 4 to Pl.'s Opp'n to Mot. for Recon.  
26 The files he did produce were on a portable hard drive; the files were  
27 disorganized and often indecipherable, which made review very difficult  
28 and time consuming. Solis-Rainey Decl. ¶6.



1 Because the file was still not complete, Edgeworths' counsel raised the  
2 deficiencies in a telephone call to Simon's counsel, James Christensen. Solis-  
3 Rainey Decl. ¶ 9. Mr. Christensen asked that a list of items identified as  
4 missing be provided so he could discuss it with Mr. Simon. *Id.* As he  
5 requested, a letter outlining the deficiencies noted thus far was sent to Mr.  
6 Christensen on May 4, 2021. Ex. I. Among the deficiencies noted in the  
7 allegedly "complete" file produced in 2020 was email produced between  
8 Simon and opposing counsel or other third parties that had been stripped of  
9 the referenced attachments. The file also did not include correspondence,  
10 including email, with third parties regarding the settlement of the Viking  
11 and Lange Plumbing claims. Also missing were earlier drafts of the  
12 settlement agreements with Viking and Lange, complete communications to  
13 and from the experts, including expert reports, if any, as well as research  
14 memos (and much of the research) prepared on behalf of the Edgeworths.  
15 *Id.*

16 In response to the letter he requested, Mr. Christensen resurrected the  
17 same excuses raised by Simon's other counsel in 2020 for not producing the  
18 file. Ex. J. These included the claimed retaining lien on the file and alleged  
19 confidentiality issues for which he provided no substantiation, both excuses  
20 raised and presumably resolved when Simon tendered the allegedly  
21 complete, but in fact incomplete, file in 2020. Nevada law requires Mr.  
22 Simon, a terminated attorney, to turn over the *complete* client file. His prior  
23 productions of incomplete files suggest that the excuses offered for failure to  
24 produce his complete file show gamesmanship to frustrate the Edgeworths  
25 that is indicated by the folder Simon named "Finger for Edgeworth" in the  
26 incomplete file he provided in 2020. Ex. K. The record also demonstrates  
27 that when seeking to substantiate his "super bill," Simon and his office spent  
28 extensive time going through what his associate described as a "huge" client

1 file, much of which was in paper form; with extensive email. *See, e.g.*, Ex. L  
2 at 106, 108, 109, 111-12. During the August 29, 2018 hearing, in fact, Simon's  
3 office claimed that all billed entries describing email "ha[d] all been  
4 produced." Ex. L. at 197. Complete email is among the items missing from  
5 the file Simon produced. *See* Ex. J.

6 **II. LEGAL STANDARD**

7 This Court found that Simon was discharged November 29, 2017, and  
8 that he was entitled to the reasonable value of his services after he was  
9 discharged, *from November 30 forward*. That decision has been appealed  
10 and affirmed by the Nevada Supreme Court. In its December 30, 2020 Order  
11 the Supreme Court said:

12 . . . .

13 [w]e conclude that the district court acted within its sound  
14 discretion by finding that the Edgeworths constructively  
15 discharged Simon on November 29, 2017.

16 Although we conclude that the district court correctly  
17 found that Simon was entitled to quantum meruit for work done  
18 after the constructive discharge . . . we agree with the  
19 Edgeworths that the district court abused its discretion by  
20 awarding \$200,000 in quantum meruit without making findings  
regarding the work Simon performed after the constructive  
discharge.

21 12/30/20 Order, Nev. Sup. Ct. Case Nos. 77678/76176 *rehearing denied*)  
22 (emphasis added and citations omitted). Simon challenged the amount  
23 awarded to him in a writ proceeding in the Supreme Court, which was  
24 consolidated with two other then-pending cases for most of the appellate  
25 proceedings. It was deconsolidated for disposition on December 28, and on  
26 December 30, 2020, the Supreme Court issued an Order denying the writ  
27 petition as moot, because the issues had been adjudicated in the Court's  
28 substantive order issued that same day in which this Court's award of  
\$200,000 in *quantum meruit* was vacated and the case remanded for further

1 proceedings on the basis for awarding the \$200,000. 12/30/20 Order, Nev.  
2 Sup. Ct. 79821 (writ).

3 The Edgeworths did not challenge the roughly \$285K in fees the  
4 district court awarded for the period of September 19 to November 29, 2017.  
5 *Id.* at 2-3, and at n.3. The Supreme Court Order irrevocably establishes the  
6 law of the case and now controls in this Court. The law of the case doctrine  
7 prevents Simon from rearguing that he is entitled to more than the  
8 reasonable value of the limited services he provided *from November 30,*  
9 *2017 forward.* *Hsu v. County of Clark*, 123 Nev. 625, 629-30, 173 P.3d 724,  
10 728 (2007) ("[w]hen an appellate court states a principle or rule of law  
11 necessary to a decision, the principle or rule becomes the law of the case and  
12 must be followed throughout its subsequent progress, both in the lower  
13 court and upon subsequent appeal.")

14 With respect to Simon's client file, NRS 7.055 requires that "an attorney  
15 who has been discharged . . . upon demand and payment of the fee due  
16 from the client, immediately deliver to the client all papers, documents,  
17 pleadings and items of tangible personal property which belong to or were  
18 prepared for that client." The statute goes on to say that "if there is doubt as  
19 to the ownership" of any portions of the file, it may be deposited with the  
20 clerk of the court, which Simon said he would do, but did not.

### 21 **III. ARGUMENT**

#### 22 **A. The Client's Funds Should be Released to Them.**

23 The Supreme Court remanded this case to this Court for a limited  
24 purpose: to explain the basis for the \$200K *quantum meruit* award, and its  
25 reasonableness.<sup>2</sup> In an effort to avoid this motion, the Edgeworths proposed  
26 to Simon that the account at Bank of Nevada be transferred to Morris Law

---

27 <sup>2</sup> The remand also required that the Court evaluate the reasonableness  
28 of the fees granted under NRS 18.010(2)(b), but that amount is not in issue in  
this Motion, and the fees will be satisfied from the proceeds once released.

1 Group's Trust Account, and that all *uncontested* amounts be paid at once to  
2 Simon and/or his counsel. The contested amount would be maintained in  
3 the Morris Law Group Trust account, and the balance disbursed to the  
4 Edgeworths. Simon refused this proposal, taking the position that if the  
5 Edgeworths could maintain the *quantum meruit* amount was less than  
6 awarded by the Court, he could take the position that he is owed more than  
7 \$200,000. This position is not credible under the law of the case. Simon was  
8 given a full opportunity to adjudicate the amount owed to him; his claim  
9 that he is entitled to \$2.4M in fees (less payments received) has been  
10 considered and rejected by this Court and affirmed by the Supreme Court.  
11 He has presented a list of the services performed between November 30  
12 forward, and he cannot now reopen or enlarge the *quantum meruit* amount  
13 or period as he wishes to do. With his compensation issues conclusively  
14 decided but for the limited post-discharge period, Simon has no legitimate  
15 excuse for holding over \$2M of the Edgeworths' funds hostage. His belief  
16 that he was entitled to nearly \$2M that he alleged in his charging lien filed  
17 on January 2, 2018 has been conclusively rejected. He cannot, as a matter of  
18 law, reasonably maintain that he is entitled to more than the \$252,520 for  
19 attorney fees, costs, and *quantum meruit* that the Supreme Court directed  
20 this Court to justify would be reasonable.

21 Simon's repeated claims that the money is being held pursuant to  
22 orders of this Court are not substantiated by the record. *See* Ex. M, Excerpts  
23 of Simon's Opp'n to Edgeworths' Special Mot. to Dismiss in Case No. A-19-  
24 807433-C at 11:20-21 (stating that "disputed funds remain held in trust . . .  
25 because *the Court ordered that the money should not be distributed*  
26 pending *appeal*." (emphasis added)); at 27:22-23 ("Following the hearing,  
27 Judge Jones *ordered the funds remain in the account* after the Edgeworths  
28 *appealed* to the Supreme Court." (emphasis added)); *see also* Ex. N Excerpts

1 of Simon's Opp'n to Vannah's NRCP 12(b)(5) Mot. to Dismiss at 13:9-10  
2 ("Only the disputed funds remain in the special trust account. *Simon is*  
3 *following the District Court order* to keep the disputed funds safe pending  
4 appeal."). The Edgeworths' former counsel brought a motion to release the  
5 funds, *after* the appeal was noticed but *before* it was heard. Correctly,  
6 however, this Court found that "the Court does not have jurisdiction as this  
7 case has been appealed . . ." 2/5/19 Min. Order. Though the minute order  
8 instructed plaintiff's counsel prepare the order and submit it to opposing  
9 counsel for review, and then to the Court, there is no record that instruction  
10 was followed. A disposition due to lack of jurisdiction is not an instruction  
11 to withhold all of the funds in the account following appeal, as Simon  
12 claims. In any event, the appeal has been decided and remand has been  
13 issued with regard to not all that is held in trust, but only \$252,520 of those  
14 funds.

15 Furthermore, Simon's insistence on unilaterally withholding over \$2M  
16 from the settlement proceeds was inconsistent with NRS 18.015(1), which  
17 permits a charging lien, but only in "the amount of any fee **which has been**  
18 **agreed upon** by the attorney and client." NRS 18.015(1)(b)<sup>3</sup>; *see also, Hoff v.*  
19 *Walters*, 129 Nev. 1122 (2013) (unpublished) (recognizing statute sets the  
20 limit on amount of charging lien). Simon knew at the time he asserted the  
21 lien that the fees he claimed were disputed, and he knew the time spent on  
22 the file, and the hourly rates that had been established for his firm's work.  
23 At most, Simon should have asserted a lien only for an amount equal to the  
24 hours he billed at the rate that he requested and applied throughout his  
25 relationship with the Edgeworths.

---

26  
27 <sup>3</sup> NRS 18.015(1)(b) in its entirety says "A lien pursuant to subsection 1  
28 is for the amount of any fee which has been agreed upon by the attorney  
and client. In the absence of an agreement, the lien is for a reasonable fee for  
the services which the attorney has rendered for the client."

1 Even if Simon legitimately believed that the amount of his lien "was  
2 the reasonable fee for the services," once the Court determined that Simon  
3 was not entitled to a contingency or flat fee, and that he was entitled to  
4 approximately \$485,000 in fees, Simon should have immediately released  
5 the balance of the settlement proceeds that Simon encumbered to the client.  
6 Nothing in NRS 18.015(1)(b) permits a lawyer to withhold more of the  
7 client's funds than what was agreed for fees and costs, and certainly not  
8 more than the Court determined a lien was worth. This is especially true  
9 when the dispute over the amount owed arises because of the attorney's  
10 own failure to communicate the basis or rate of his compensation "to the  
11 client, preferably in writing, before or within a reasonable time after  
12 commencing the representation." RPC 1.5.

13 The approximately \$285K based on the implied contract at the hourly  
14 rates he requested for work performed on or prior to November 29, 2017 has  
15 been accepted and is not in issue, as the Supreme Court recognized. The  
16 \$200K in *quantum meruit* for the reasonable value of the limited post-  
17 discharge services provided is all that remains in issue.

18 The Edgeworths have sought reconsideration of the *quantum meruit*  
19 award because they do not understand the basis for it, and because it does  
20 not comport with the Supreme Court's mandate. Given the finality of the  
21 findings that Simon is not entitled to a contingency fee, or a \$1M+ flat fee, it  
22 is unreasonable for him to maintain that the amount held in trust (more than  
23 \$2M) should be held as security for what *at most* is \$200,000 in issue. Please  
24 remember that the reasonable value of the services Simon provided, post-  
25 discharge, based on his own records, is less than \$34,000. He should not be  
26 allowed to hold approximately \$1.5M hostage.  
27  
28

1           **B. The Edgeworths are Entitled to Their Complete Client File.**

2           Like he is doing with the trust funds on deposit, Simon continues to  
3 hold the Edgeworths' *complete* file<sup>4</sup> hostage. The Edgeworths have  
4 requested missing portions of their file since 2017. *See* Ex. E. The missing  
5 information from the file was requested in 2018 and Simon produced  
6 *portions* of it. *See* F. Although Simon disputes the earlier request date, he  
7 cannot dispute that the Edgeworths made clear and unambiguous demands  
8 for their *complete* file by May 17, 2020. Ex. G.

9           Simon previously told this Court that the file had been produced.  
10 4/13/21 Opp'n to Mot. for Reconsid. at 6 (under the heading "The  
11 Edgeworths have the case file," they go on to say: "In 2020, a different  
12 Edgeworth lawyer asked for the file and the file was given directly to Brian  
13 Edgeworth as requested."). This representation to the Court was made in the  
14 context of the Edgeworths' contention that they did not have their *complete*  
15 *file*. *See* 3/30/21 Mot. for Recon. at 14. Following the 2020 demands for the  
16 complete file, Simon again threw up obstacles to its production, claiming the  
17 existence of a retaining lien (which he knew was secured many times over  
18 by the amount of the settlement funds still tied up due to his refusal to  
19 release the account) and demanding that counsel sign a protective order in  
20 place in the underlying case. *See* Ex. G (re retaining lien); Ex. H at 3 (re  
21 protective order issue). The Edgeworths' counsel properly reminded Simon  
22 that the clients were already bound by the protective order and entitled to  
23 receive their complete file, without counsel needing to sign the protective  
24

---

25           <sup>4</sup> The 2020 exchanges concerning the file acknowledged that "internal  
26 emails based on relevancy, work product privilege and proportionality" had  
27 been withheld. *See* Ex. P. Without waiving any objections or rights  
28 regarding those "internal" emails, that should nonetheless be preserved in  
light of defamation litigation initiated by Simon, the strictly internal emails  
are not the subject of this Motion.

1 order. Ex. H. Ultimately, Simon's counsel agreed to produce the file, sans the  
2 "confidential material" from third-parties, and agreed he would deposit "the  
3 balance of the file with the Clerk." Ex. H at 3. While an electronic drive with  
4 a portion of the file was sent to Mr. Edgeworth, there is no indication in the  
5 record that the rest of the file was deposited with the court clerk.

6 When Edgeworths' counsel again demanded the file pursuant to NRS  
7 7.055, Ex. I, Mr. Christensen claimed it had been previously produced, and  
8 when informed that significant gaps remained, he asked for a list of what  
9 was believed to be missing. Ex. J. Simon's response to the latest demand for  
10 the file confirms that despite his contention that the mostly-complete file  
11 had been produced, is simply not true. *Id.* Simon's counsel again raises the  
12 false retaining lien and confidentiality issues raised and addressed, and  
13 presumably resolved, in 2020. Ex. H.

14 The retaining lien issue should be a non-starter given that Simon  
15 refuses to sign off on releasing the \$2M+ funds that he is essentially now  
16 controlling (Mr. Vannah has unequivocally agreed to sign off on the transfer  
17 of the funds), despite the Edgeworths' offer to settle all undisputed balances  
18 owed to him, and maintain the contested portion in trust. Simon is more  
19 than adequately secured. He cannot legitimately use that excuse to withhold  
20 the file. Simon resurrected contention that confidentiality issues that were  
21 resolved nearly one year ago when he produced portions of the file also do  
22 not support withholding it. The Edgeworths are bound by the  
23 confidentiality terms in the underlying litigation, and they are entitled to  
24 their complete client file, especially since Simon has sued them in a separate  
25 lawsuit. Simon has offered no legitimate reason for continuing withholding  
26 the Edgeworth's complete file; the Court should order it to be produced, at  
27 once, consistent with NRS 7.055.  
28



1 IV. CONCLUSION

2 For the foregoing reasons, the Edgeworths respectfully ask that the  
3 Court issue an order requiring Simon to sign off to transfer the withheld  
4 settlement trust funds into the Morris Law Group Trust Account, and  
5 thereafter authorize Morris Law Group to hold \$537,502.50 in the Trust  
6 Account to disburse as set forth below, and to release the remainder of the  
7 settlement funds to the Edgeworths:

8 (1) \$284,982.50 to Simon as fees for the period between September 19  
9 and November 29, 2017;

10 (2) \$52,520 to Simon for attorney's fees (\$50,000) and costs (\$2,520)  
11 awarded under NRS 18.010(2)(b);

12 (3) At least \$200,000 to be maintained in Trust pending a final  
13 disposition on the amount Simon is due under *quantum meruit*.

14 The Edgeworths further request pursuant to NRS 7.055, that the Court  
15 order Simon to turn over their complete client file to them; understanding  
16 they will remain bound by the confidentiality order for the duration stated  
17 therein.

18 MORRIS LAW GROUP

19 By: /s/ STEVE MORRIS

20 Steve Morris, Bar No. 1543  
21 Rosa Solis-Rainey, Bar No. 7921  
22 801 S. Rancho Dr., Ste. B4  
Las Vegas, Nevada 89106

23 Attorneys for Defendants  
24 Edgeworth Family Trust and  
25 American Grating, LLC  
26  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of MORRIS LAW GROUP, and that I caused the following to be served via the Court's mandatory e-filing and service system to those persons designated by the parties in the E-Service Master list for the above-referenced matter: **EDGEWORTHS' MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING THE PRODUCTION OF COMPLETE CLIENT FILE**

DATED this 13th day of May, 2021.

By: /s/ TRACI K. BAEZ  
An employee of Morris Law Group

**DECLARATION OF ROSA SOLIS-RAINEY IN SUPPORT OF EDGEWORTHS'  
MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING THE  
PRODUCTION OF COMPLETE CLIENT FILE**

I, Rosa Solis-Rainey, declare as follows:

1. I am an attorney and counsel of record in this matter in this matter and competent to testify as to the following matters.
2. In hopes of avoiding the need for judicial intervention, on May 3, 2021, I spoke with Robert Vannah to confirm he was agreeable to signing off on the transfer of the Edgeworths' settlement funds, and disbursement of the undisputed portion of the funds. He confirmed he is prepared to sign off at any time.
3. That same day, I sent Daniel Simon and Jim Christensen, his lawyer, a request that the funds in the Bank of Nevada account set up to hold the funds claimed under Mr. Simon's lien in 2018 be transferred to my firm's trust account, and agree that undisputed amounts be immediately disbursed to Mr. Simon and/or Mr. Christensen, that disputed amounts continue to be held in our Trust account, and that the rest be disbursed to the Edgeworths. A true and correct copy of that letter is attached hereto as Exhibit C.
4. Mr. Christiansen responded with a letter, a copy of which is attached here as Exhibit D.
5. I am informed and believe that the Edgeworths have still not received their complete client file from Simon, though portions were produced in 2018 and in 2020.
6. I am informed and believe that the portions of the file received were disorganized and often indecipherable, which made review very difficult and time consuming.
7. On May 4, I called Mr. Christiansen to discuss the request to release the

funds, and to clarify I understood my obligation not to discuss matters with represented parties and had not spoken with Simon, but simply emailed my 5/3/21 letter to both of them in the interest of efficiency. With respect to the request to transfer the funds, he confirmed he had no objection to transferring the money into my firm's Trust account, but would confirm that with his client. His response to my proposal was that if the Edgeworths could claim that the amount due under *quantum meruit* was less than the Court ordered, then he could claim it was more, and he therefore considered all the funds to be disputed.

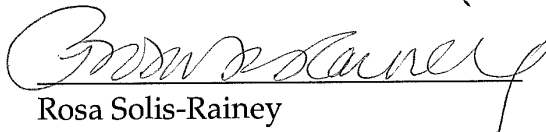
8. We discussed the reasonableness of that position given the Court's decision that Simon was *not* entitled to a contingency or flat fee, and save a couple narrow issues, those findings had been affirmed by the Supreme Court. I pointed out that the only disputed issue remaining were the scrivener errors and the basis and reasonableness of the amount awarded for work performed from November 30 forward. We could not reach agreement, but he said he would respond regarding the transfer of the funds. I have not received a response on that issue.
9. On that same call, I raised the incompleteness of the client file produced to the Edgeworths, and he stated the believed it had all been produced. I described some of the content that was missing, and he asked that I send him a list, which he would review with his client. Exhibit I is a true and correct copy of the letter I sent requesting release of the entire client file.
10. Exhibit J is his response to that request, reiterating the same excuses raised by Simon's team in 2020, which I believed had been resolved since the exchanges say the client file minus documents marked confidential would be produced, and the rest deposited with the court.
11. I sent a follow-up email responding to Mr. Christensen's letter on May 11,

2021, a true and correct copy is attached hereto as Exhibit O.

12. Exhibits A, B, E, G-H, L-N and P are true and correct copies, or excerpts thereof, of documents from the Court record, which I obtained from the court files.
13. I am informed and believe that Exhibit F is a copy of the receipt Simon asked Vannah & Vannah to sign when he produced a portion of the file in 2018.
14. I am informed and believe that Exhibit K is a screen print of the folders in the hard-drive Simon's office provided to Mr. Edgeworth as the client file in 2020.

I declare the foregoing under penalty of perjury under the laws of the State of Nevada.

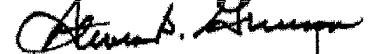
Dated this 13<sup>th</sup> day of May, 2021.

  
Rosa Solis-Rainey

# **EXHIBIT A**

Simon's Notice of Attorney's Lien Filed on  
11/30/2017

---



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

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST; and  
AMERICAN GRATING, LLC.;

Plaintiffs,

vs.

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

LANGE PLUMBING, L.L.C.;  
THE VIKING CORPORATION,  
a Michigan corporation;  
SUPPLY NETWORK, INC., dba VIKING  
SUPPLYNET, a Michigan corporation;  
and DOES I through V and ROE  
CORPORATIONS VI through X, inclusive,

Defendants.

**NOTICE OF ATTORNEY'S LIEN**

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

That the undersigned claims a lien, 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 rendered for the client, along with court costs 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

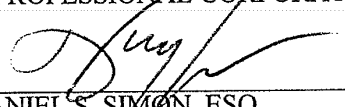
1 determined.

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 30<sup>th</sup> 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



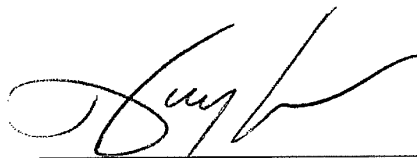
SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

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.

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
  
DANIEL S. SIMON

23 SUBSCRIBED AND SWORN  
24 before me this 30 day of November, 2017

26  
27  
28  
  
Notary Public

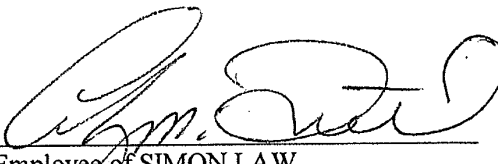


SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF MAIL**

I hereby certify that on this 30<sup>th</sup> day of November, 2017, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

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

  
An Employee of SIMON LAW

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 30<sup>th</sup> 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:

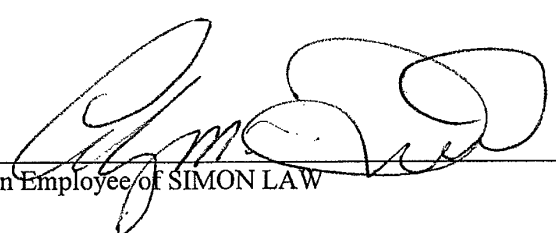
Theodore Parker, III, Esq.  
PARKER NELSON & ASSOCIATES  
2460 Professional Court, Ste. 200  
Las Vegas, NV 89128  
*Attorney for Defendant*  
*Lange Plumbing, LLC*

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

# **EXHIBIT B**

Notice of Simon's Amended Attorney's Lien

---

Filed on 1/2/2018



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

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. )

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

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

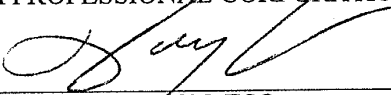
1 rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office  
2 of Daniel S. Simon in the sum of \$76,535.93, which remains outstanding.

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 2<sup>nd</sup> 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  
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

**CERTIFICATE OF E-SERVICE & U.S. MAIL**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 2<sup>nd</sup> 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 2<sup>nd</sup> 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

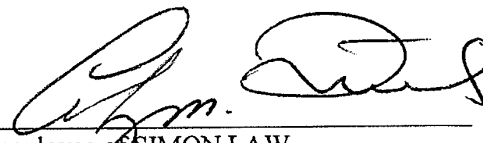
American Grating  
1191 Center point Drive, Ste. A  
Henderson, NV 89074

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 C

Correspondence dated May 3, 2021 to Daniel S.  
Simon from Rosa Solis-Rainey

**MORRIS LAW GROUP**  
ATTORNEYS AT LAW

801 S. RANCHO DR., STE. B4  
LAS VEGAS, NV 89106  
TELEPHONE: 702/474-9400  
FACSIMILE: 702/474-9422  
WEBSITE: WWW.MORRISLAWGROUP.COM

May 3, 2021

VIA EMAIL: [dan@simonlawlv.com](mailto:dan@simonlawlv.com)  
Daniel S. Simon, Esq.  
810 S. Casino Center Blvd.  
Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C,*  
*Consolidated with A-18-767242-C*

Dear Mr. Simon:

As you are aware, we have been retained to represent the Edgeworth Family Trust, and American Grating, LLC in the above-referenced consolidated cases 6-738444-C and, you were involved in.

Since the Court has determined that you are not entitled to the amounts claimed in your Amended Attorney Lien, we ask that you cooperate with us for the orderly closing of the joint account you and Mr. Vannah established for the portion of my clients' settlement funds that you unsuccessfully claimed in your lien. Without waiving any rights as to the propriety of the amount you may be entitled to, we propose having the full amount in Judge Jones' Third Amended Decision and Order on Motion to Adjudicate Lien transferred to our firm's Trust Account, which is also held at Bank of Nevada, so that the portion of the funds to which the Edgeworths are entitled may be released to them. We would, of course, retain at least the \$556,577.43 that remains at issue until the lien dispute is finally adjudicated. I have confirmed that Mr. Vannah is prepared to sign off to release the funds as proposed.

Please let me know by close of business Wednesday, May 5, 2021 if you will agree to this proposal. Otherwise, we will take this matter up with the Court. If you have any questions or wish to discuss, please do not hesitate to contact me.

Sincerely,

  
Rosa Solis-Rainey

cc: James R. Christensen (via email [jim@christensenlaw.com](mailto:jim@christensenlaw.com))  
Robert Vannah (via email: [rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com))

# EXHIBIT D

Correspondence dated May 4, 2021 to Rosa  
Solis-Rainey from James R. Christensen

---

James R. Christensen Esq.  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Ph: (702)272-0406 Fax: (702)272-0415  
E-mail: jim@jchristensenlaw.com

May 4, 2021

*Via E-Serve*

Rosa Solis-Rainey  
Morris Law Group  
801 S. Rancho Drive Suite B4  
Las Vegas, NV 89106

---

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

As you are aware, I represent Mr. Simon and the law firm regarding the fee dispute with the Edgeworths. As you are also aware, in Nevada an attorney may not directly contact a represented party. In the future, please direct all communication to my office and/or the Law Office of Peter Christiansen. Do not contact my client directly.

I disagree with the characterization of the current state of the fee dispute contained in your letter. Also, the foundation of the stated deadline for the requested agreement was not presented. That said, as I informed Mr. Vannah over 1,200 days ago, my client is open to a collaborative dialogue to end the fee dispute.

If you are willing to engage in a collaborative discussion, please give me a call.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

*/s/ James R. Christensen*

**JAMES R. CHRISTENSEN**

JRC/dmc

cc: Client(s)

# **EXHIBIT E**

Email dated November 27, 2017 from Angela  
Edgeworth to Daniel Simon

---

---

**From:** Angela Edgeworth <angela.edgeworth@pediped.com>  
**Sent:** Monday, November 27, 2017 5:32 PM  
**To:** Daniel Simon  
**Cc:** Brian Edgeworth (brian@pediped.com)  
**Subject:** Re: Edgeworth v. Viking, et al

I do have questions about the process, and am quite confused. I had no idea we were on anything but an hourly contract with you until our last meeting.

I am glad to meet once Brian gets back unless you think it's urgent and we meet right away.

If the contract is not drawn yet, we still have some time to hash things out.

I want a complete understanding of what has transpired so I can consult my attorney. I do not believe I need to have her involved at this time.

Please let me know what the terms of the settlement are to your knowledge at this point if they are not detailed in your letter. Please send over whatever documentation you have or tell us what they verbally committed to. Otherwise, I will review the letter in detail and get back to you in a couple days.

In the meantime, I trust we are still progressing with Lange et al and any other immediate concerns that should be addressed.

As I mentioned at our last meeting, we should still be progressing as originally planned. I would hate to see a delay for any reason. Until we see an agreement, no agreement exists. Please let me know if there are any upcoming delays that you can foresee.

I think everyone has been busy over the holidays and has not had a lot of time to process everything.

To confirm, you have not yet agreed to the settlement. Is this correct?

Angela

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

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

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

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

Angela

# **EXHIBIT F**

Simon's Receipt of Original File Produced to  
Vannah , June 10, 2019

---



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

**RECEIPT OF ORIGINAL FILE**

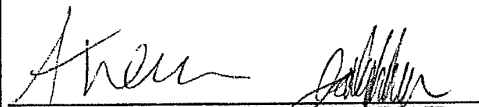
I, Austin Thewes & Jordan Lukw, of Vannah & Vannah, hereby acknowledge receipt of a copy of the original file of Edgeworth Family Trust, American Grating and Giberti Construction from SIMON LAW that includes the following:

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

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

- Clear plastic Folder labeled "645 Saint Croix- Water Damage Invoices and Estimates to Immediately Repair"
- ADP payroll report from ADP for Mark Giberti
- Bank Account statement showing deposit & transfers and copy of check
- Clear Plastic Folder with documentation for HOA fees, prop. Taxes, and construction fines
- Chicago Title Folder with Listing Docs
- Gavin Ernstone Folder
- Shapiro & Sher Group Folder
- Holo Discovery Box containing the following:
  - Clear folder with SD drive labeled photos and movies
  - Copy of photos from 2016-06-13
  - Copy of Henderson Inspection History and Fire Permits
  - Edgeworth Fire Sprinkler Replacement Daily Log In Sheet
  - Folders Labeled: Lange File, Lange Plumbing, 645 Water Damage Quotes, COH, Artesia, Classic Framing & Dry, Mark's Sprinkler Emails, 645 Saint Croix, Rafael, State Insulation, RFI's, Silverado Mech

Dated this 10 day of June, 2019.

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

# **EXHIBIT G**

Email dated May 17, 2020 from Kendelea  
Works to Patricia Lee

---

---

**Ashley Ferrel**

---


**From:** Kendelea Works <kworks@christiansenlaw.com>  
**Sent:** Sunday, May 17, 2020 4:24 PM  
**To:** Patricia Lee  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Simon v. Edgeworth et al: underlying client file  
**Attachments:** Edgeworth Stipulated Protective Order.pdf; ATT00001.txt

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.

# **EXHIBIT H**

May 27, 2020 Email Exchanges between Patricia  
Lee and Peter S. Christiansen



**From:** Patricia Lee <PLee@hutchlegal.com>  
**Subject:** RE: Simon v. Edgeworth et al: underlying client file  
**Date:** May 27, 2020 at 2:37:51 PM PDT  
**To:** "Peter S. Christiansen" <pete@christiansenlaw.com>  
**Cc:** Jonathan Crain <jcrain@christiansenlaw.com>, Kendelee Works  
<kworks@christiansenlaw.com>

Mr. Christiansen: We will inform our client that their attorney file, sans documents clearly marked "Confidential," should be received by them shortly. It is my understanding that the "action" to which the Protective Order pertains is the underlying products defect action, not the unrelated attorneys' lien matter which involves different parties and different issues. It is therefore perplexing that you still consider the litigation to which the Protective Order clearly applies, to still be "ongoing." In any event, I appreciate your office finally agreeing to turn over those parts of the file that are not deemed "Confidential," (which is what I suggested at the outset when initially confronted with the "Protective Order") and depositing the balance



with the Court. As for my comment, "I'm not refusing anything," it was not an agreement that I would sign a blanket protective order with language subjecting my firm to liability. If you read the rest of my email, it was actually me that was trying to seek clarification about your firm's position with respect to the Edgeworths' legal file (which was to be produced by the 14<sup>th</sup> per the agreement of the parties).

As for my demands and threats, they are neither baseless nor "threatening." It is your firm's actions that have triggered the need for repeated extra-judicial intervention by my firm. Indeed, right out of the gate your firm, after waiting 3 months to serve a complaint, ran to court with your "hair on fire" demanding that my clients turn over all of their personal electronic devices for full imaging by a third party, with absolutely zero explanation as to the "emergency" or any explanation as to why extraordinary protocols were even warranted. When I asked about it during our call, you retorted that "this was not the time nor place to discuss these issues." When presented with a different preservation protocol, that still contemplated full imaging of "all" electronic devices, I followed up with a series of clarifying questions, which have gone unanswered by your firm to date.

Next, your firm files a completely untenable opposition to Ms. Carteen's routine *pro hac vice* application, which I tried to resolve with your associate outside of the need for further motion practice, which attempts were solidly rebuffed by your office.

Finally, the simple act of providing a former client with his or her file has somehow become unnecessarily complicated by the introduction of a "Protective Order" which your office insisted that my firm execute prior to the production of the same. The Edgeworths are absolutely entitled to their legal file without the need to propound discovery. Thank you for finally agreeing to send it.

It is clear that your office is taking a scorched earth approach to this litigation in an attempt to inflate costs and wage a war of attrition. Mr. Simon, who is likely the author of many if not all of the pleadings and papers being generated on your end, has the luxury of being an attorney and can therefore better manage and control costs

on his end, and use his abilities to vexatiously multiply the proceedings to the material detriment of my clients.

As I have stated from the first time that you and I spoke on the phone, it is always my goal to work cooperatively with opposing counsel so long as doing so does not prejudice my client. Reciprocally, I would expect the same professionalism on the other end. Thanks Peter.

Best regards,

**From:** Peter S. Christiansen [<mailto:pete@christiansenlaw.com>]  
**Sent:** Wednesday, May 27, 2020 12:57 PM  
**To:** Patricia Lee <[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>  
**Cc:** Jonathan Crain <[jcrain@christiansenlaw.com](mailto:jcrain@christiansenlaw.com)>; Kendelea Works <[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

Ms. Lee:

Your erratic and inconsistent emails make responding rationally difficult. You first demanded we turn the Edgeworth file over to you ASAP and followed with a series of threats. When we agreed to turn over the file but noted there was a protective order in place you responded that because your client is bound by the order there should be no issue providing you with the entire file, including the confidential protected material. We then pointed out that use of the confidential material was limited to the underlying litigation and counsel of record in that particular case, which you were not. You then stated you were not refusing to "sign anything," seemingly indicating you would sign the Acknowledgement and agreement to be bound. When we sent the Stip for you to sign you then pivoted and DEMANDED we send the entire file to the Edgeworths via mail b/c your office is observing covid protocol (which is funny in light of your ridiculous timed demands for the file forcing my office to work).

While we are willing to provide the Edgeworth's with their file (despite that discovery has not yet begun and there remains a charging lien in place), my client is bound by a protective order which it has become apparent you are attempting to circumvent (perhaps in an attempt to conjure up another baseless counterclaim or frivolous accusations against my client). Further, you stated that it was your understanding that the underlying dispute has been concluded for some time and you are unclear what documents we would have in our possession that would be deemed "protected." Your understanding is incorrect. Pursuant to the protective order, these documents are only supposed to be destroyed within 60 days of the final



disposition of the "action." Since the fee dispute litigation is ongoing, these documents have not been destroyed.

As a result, we will mail the Edgeworths the file without the protected confidential material. If you want to sign the Acknowledgment and agree to be bound, we will produce the entire file. Short of that, we intend to deposit the balance of the file with the clerk and seek the court's guidance as to how to proceed. That will of course require input from counsel for both Lange and Viking (Mr. Parker and Mr. Henriod).

Lastly, please refrain from any further baseless demands, threats and personal attacks in this matter. We prefer to proceed professionally so that we may all litigate this case on the merits.

Thanks,

PSC

Peter S. Christiansen, Esq.  
Christiansen Law Offices  
810 S. Casino Center Boulevard  
Las Vegas, NV 89101  
Phone (702) 240-7979  
Fax (866) 412-6992

This email is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, or the employee or agent responsible for delivering the email to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

---

**From:** Patricia Lee <PLee@hutchlegal.com>  
**Sent:** Wednesday, May 27, 2020 8:52 AM  
**To:** Kendelea Works  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

Please confirm that you have mailed the Edgeworth's legal file.

Best regards,

Sent from my iPhone

On May 22, 2020, at 3:40 PM, Kendelee Works  
<[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)> wrote:

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

---

On May 22, 2020, at 10:28 AM, Patricia Lee  
<[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

**From:** Kendelee Works  
[<mailto:kworks@christiansenlaw.com>]  
**Sent:** Friday, May 22, 2020 10:15 AM  
**To:** Patricia Lee <[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>

# **EXHIBIT I**

May 4, 2021 Letter from Rosa Solis-Rainey to  
James R. Christensen regarding Production of  
Complete Client File

**MORRIS LAW GROUP**  
ATTORNEYS AT LAW

801 S. RANCHO DR., STE. B4  
LAS VEGAS, NV 89106  
TELEPHONE: 702/474-9400  
FACSIMILE: 702/474-9422  
WEBSITE: WWW.MORRISLAWGROUP.COM

May 4, 2021

VIA EMAIL: [jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)  
James R. Christensen  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C*

Dear Jim:

As discussed in our call, please consider this formal demand, pursuant to NRS 7.055, that your client provide mine with the complete client file in the above-referenced case. I understand Mr. Simon (or someone on his behalf) previously provided portions of the file to Mr. Edgeworth, however, the file provided is incomplete.

Among the items missing are all attachments to emails included in the production, all correspondence, including email, with third-parties regarding the settlement of the Viking and Lange Plumbing claims, other drafts of the settlement agreements, communications regarding experts, including the expert reports themselves, all research conducted and/or research memos prepared on behalf of and paid by my clients.

NRS 7.055 is unambiguous that an attorney must, "upon demand and payment of the fee due from the client, deliver to the client all papers, documents, pleadings, and items of tangible personal property which belong to *or were prepared for that client.*"

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

  
Rosa Solis-Rainey

# EXHIBIT J

May 7, 2021 Letter from James R. Christensen to  
Rosa Solis-Rainey regarding Production of  
Edgeworth File

James R. Christensen Esq.  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Ph: (702)272-0406 Fax: (702)272-0415  
E-mail: jim@jchristensenlaw.com

May 7, 2021

*Via E-Mail*

Rosa Solis-Rainey  
Morris Law Group  
801 S. Rancho Drive Suite B4  
Las Vegas, NV 89106  
rsr@morrislawgroup.com

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

Thank you for your letter of May 4, 2021, concerning the case file. At the outset, it is doubtful that NRS 7.055 applies because the full fee has not yet been paid, and recent motion practice may further delay payment of the fee. That said, as discussed last year, my client is willing to reasonably comply within the bounds of the law, which has been done.

There was a good deal of discussion last year regarding the impact of a non-disclosure agreement (NDA) on providing discovery information and expert reports which relied upon, cited to, and incorporated discovery subject to the NDA. I was not involved in the file production last year, but I have reviewed the correspondence. A fair reading seems to be that the NDA counterparties reaffirmed their position, the Edgeworths and their counsel declined to be bound by the NDA, and as a result it was agreed that items subject to an NDA would not be provided. If there has been a change in position on being bound by an NDA, or if you want to discuss the prior agreement, please let me know.

I need some clarification on the email attachment request. There are thousands of emails. Many emails repeat the same attachment in a forward or a reply. Further, it is believed that all the attachments have been provided, although multiple copies have not been provided each as a specific attachment to a particular email. For example, please review the first motion for reconsideration filed this year and the opposition. Your client argued that a stipulation and order attached to an email had been intentionally withheld. Of course, the argument was groundless. The stipulation and order had been signed by the court and was a matter of public record and is in the file produced. At some point, reasonableness and proportionality must be considered. Perhaps if you could provide some specificity.

I will confer with my client on the research and draft settlement agreements and get back to you.

Lastly, the file is quite large, I would be surprised if no gaps existed.

I will speak with my client and provide a further response per above next week. Please clarify your NDA position and provide some specificity to the attachment request.

I believe that covers all the areas raised. If not, please let me know.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

*/s/ James R. Christensen*

**JAMES R. CHRISTENSEN**

JRC/dmc  
cc: Client(s)

# **EXHIBIT K**

Screen Print of Content of File Produced by  
Simon to Edgeworth



Portable Drive (D:) > Edgeworth, Brian				
Search Edgeworth, Brian				
Name	Date modified	Type	Size	
1st Ac Off test by lvey	5/26/2020 12:08 PM	File folder		
attorney lien	5/26/2020 12:08 PM	File folder		
city of henderson COR business	5/26/2020 12:08 PM	File folder		
Correspondence	5/26/2020 2:53 PM	File folder		
Damages	5/26/2020 12:08 PM	File folder		
def discovery responses	5/26/2020 12:08 PM	File folder		
Def ecc & supp	5/26/2020 12:10 PM	File folder		
def not of depos	5/26/2020 12:10 PM	File folder		
Depositions	5/26/2020 12:13 PM	File folder		
discovery to defendants	5/26/2020 12:13 PM	File folder		
docs received from client	5/26/2020 12:13 PM	File folder		
Emails	5/26/2020 12:13 PM	File folder		
EXHIBITS	5/26/2020 12:13 PM	File folder		
EXPERT DISCLOSURES	5/26/2020 12:13 PM	File folder		
Finger for Edgeworth	5/26/2020 12:17 PM	File folder		
Hearing Transcripts	5/26/2020 12:17 PM	File folder		
Hourly Logs & Summary	5/26/2020 12:17 PM	File folder		
Invoices to Client	5/26/2020 12:18 PM	File folder		
lange discovery to viking	5/26/2020 12:18 PM	File folder		
Lange Videos--	5/26/2020 12:18 PM	File folder		
Mediation	5/26/2020 12:18 PM	File folder		
Misc	5/26/2020 12:18 PM	File folder		
Motions	5/26/2020 12:20 PM	File folder		
notice of compliance	5/26/2020 12:20 PM	File folder		
Notice of Depos	5/26/2020 12:20 PM	File folder		
objections	5/26/2020 12:20 PM	File folder		
OJ	5/26/2020 12:20 PM	File folder		
orders	5/26/2020 12:20 PM	File folder		
Photos	5/26/2020 12:20 PM	File folder		
plaintiffs discovery responses	5/26/2020 12:21 PM	File folder		
plaintiffs ecc & supps	5/26/2020 12:22 PM	File folder		
PLEADINGS	5/26/2020 12:22 PM	File folder		
privilege log	5/26/2020 12:22 PM	File folder		
Research	5/26/2020 12:22 PM	File folder		
Settlement	5/26/2020 12:22 PM	File folder		
Thorpe & FSS Case Dockets	5/26/2020 12:22 PM	File folder		
Trial Prep	5/26/2020 12:22 PM	File folder		
Viking Discovery to Lange	5/26/2020 12:22 PM	File folder		
Viking SupplyNet Warehouse Inspection ...	5/26/2020 12:22 PM	File folder		
Viking v. Harold Rodgers Case	5/26/2020 12:22 PM	File folder		
Executed Receipt of Original File	5/25/2020 7:22 PM	Adobe Acrobat D...	672 KB	

# **EXHIBIT L**

Excerpts of 8/29/2018 Evidentiary Hearing

---



1 RTRAN

2  
3  
4  
5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;  
8 AMERICAN GRATING, LLC, <

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

Defendants.

CASE#: A-16-738444-C

DEPT. X

12  
13 EDGEWORTH FAMILY TRUST;  
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C

DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE  
WEDNESDAY, AUGUST 29, 2018

20 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 3**

21 APPEARANCES:

22 For the Plaintiff:

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

24 For the Defendant:

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

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 damages. Plus, I'm not a great biller. I don't have any billing software. I  
2 don't know, you know -- and so I mean, I didn't think to really bill that  
3 way. That was just when I was putting together the substantial stuff.

4 Q Was there an office effort to bill on this file?

5 A No, sir. Not at that time.

6 Q To your knowledge, have any paralegals ever billed any time  
7 in this file?

8 A No.

9 Q Any assistants?

10 A No.

11 Q Were you involved in the document management of this  
12 case?

13 A Yes, sir, I was.

14 Q Do you have an understanding of the size of the file and the  
15 documents produced?

16 A Yes. It was huge.

17 MR. CHRISTIANSEN: Your Honor, I'd like to bring in a  
18 demonstrative piece of evidence --

19 THE COURT: Okay, which is?

20 MR. CHRISTIANSEN: -- for the Court's --

21 MR. GREENE: It would be nice if we could have seen it first.

22 MR. CHRISTIANSEN: It's going to be very technical and hard  
23 to understand.

24 MR. GREENE: Generally, before you show exhibits to  
25 witnesses, you show them to either side, don't you?

1 MR. VANNAH: No surprises.  
2 MR. CHRISTIANSEN: Is this your witness, Mr. Greene?  
3 MR. GREENE: Yeah. No, we have terrible way about each  
4 other, apparently.  
5 MR. CHRISTIANSEN: I've noticed.  
6 MR. VANNAH: I didn't know.  
7 MR. CHRISTIANSEN: [Indiscernible].  
8 MR. VANNAH: I can understand that.  
9 MR. CHRISTIANSEN: It's not that.  
10 MR. VANNAH: Whatever.  
11 MR. CHRISTIANSEN: I know.  
12 THE COURT: And what is this, Mr. Christiansen that requires  
13 four people to hold the door open? So, now I'm nervous.  
14 MR. VANNAH: It's a big bulletin.  
15 MR. CHRISTIANSEN: It's some boxes, Your Honor.  
16 MR. VANNAH: Oh my God.  
17 MR. CHRISTIANSEN: It's boxes.  
18 MR. VANNAH: If somebody gets a bad back out of all this,  
19 I'm not responsible.  
20 THE COURT: I'm not liable either, Mr. Vannah.  
21 MR. VANNAH: Oh my gosh. Are we filming this?  
22 MR. CHRISTIANSEN: We're building a wall. It's like a  
23 concert I went to once, a long time ago.  
24 THE COURT: Oh, my goodness.  
25 MR. CHRISTIANSEN: While the folks are bringing in the

1 boxes --

2 BY MR. CHRISTENSEN:

3 Q Ms. Ferrel, while the folks are bringing in the boxes --

4 A Yes, sir.

5 Q -- how many documents were produced in discovery in the

6 Edgeworth case?

7 A Just discovery alone were 122,458 pages.

8 Q Did you do any research into how many pieces of paper fit

9 into a standard bankers box?

10 A Yeah, 5,000 pieces of paper.

11 Q So, do the math for us and round up, if you would, how

12 many banker's boxes of paper was that equal to?

13 A It's 24.5, so 122,458 divided by 5,000 is 24 -- approximately

14 24.5 boxes. So, 24.5 boxes just in the production.

15 Q So, that would be 25 boxes?

16 A Twenty-five boxes. Yes, sir.

17 Q Okay. We're not quite there yet. Did you have the lovely

18 opportunity to look at all those pieces of paper?

19 A Yes, sir.

20 Q Now, the boxes that we're, I guess, still bringing in, would

21 that include the pleadings that were filed in the case?

22 A No, sir.

23 Q Motions?

24 A No, sir.

25 Q Depositions?



1 A No, sir.

2 Q Exhibits attached to depositions?

3 A No, sir.

4 Q Research?

5 A No, sir.

6 Q And of course, the emails, we know were in a whole bunch of

7 additional boxes behind those?

8 A Yes, sir.

9 Q Okay. So that would be in addition to the 25 boxes?

10 A Yeah, that's just the discovery produced in the case.

11 Q I'd like to talk a little bit about the timesheets that were

12 submitted during the adjudication process.

13 A Okay.

14 Q I think we've been calling them superbills today.

15 A Yes, sir.

16 Q Okay.

17 A I understand what you're talking about.

18 Q All right. Those are exhibits 13, 14, and 15?

19 A Yes. I believe so, yes.

20 Q Did you have a role in the creation of those --

21 A Yes, sir.

22 Q -- timesheets?

23 A Yes.

24 Q What was your role?

25 A Well, I did all of mine, and then I also helped with Mr.

1 Simon's.

2 Q I think there was an allegation that you all sat around a  
3 conference table and dreamed up the numbers contained in the  
4 timesheets; is that true?

5 A No, sir. We did not do that.

6 MR. VANNAH: I'm going to object to that. I don't remember,  
7 and I'm pretty good at reading, but I don't remember anybody saying  
8 anybody sat around a conference table and dreamed up anything. Can  
9 we just come up with crap like that with no background? Can we not do  
10 that?

11 THE COURT: Well, I mean, I don't recall that, Mr.  
12 Christiansen, anybody saying that.

13 MR. VANNAH: Yeah. If you want to show me where I ever  
14 alleged in a pleading that you guys sat around the table holding hands,  
15 praying, and coming up with a time out of the blue, I'd like to see that.

16 MR. CHRISTIANSEN: I will provide it.

17 MR. VANNAH: Okay. Well we'll --

18 MR. CHRISTIANSEN: Tomorrow.

19 MR. VANNAH: Maybe Mr. Simon can --

20 MR. CHRISTIANSEN: I didn't anticipate your standing up and  
21 contradicting that, but we'll give it to him.

22 THE COURT: Okay.

23 MR. CHRISTIANSEN: We'll provide it.

24 THE COURT: Okay.

25 MR. VANNAH: All right.



1 BY MR. CHRISTIANSEN:

2 Q So, what went into your timesheets?

3 A What went into my -- the superbill timesheets?

4 Q Correct.

5 A So, basically, we billed -- so, I guess you could kind of split it  
6 up into two things. From September 19th, so like September 20th, I think  
7 it is, through when we stopped working on the case, which mine is  
8 sometime in January 2018. That was all hours that we were working on  
9 the case. Everything before that -- and I'm just talking about mine. I  
10 don't know if I clarified that. All of mine before that, we went back to  
11 May of -- I didn't start working the case until May, until January, except  
12 for that one December 20th, 2016 date. In January from that point to  
13 September 19th, all of those bills were emails, and telephone calls, and  
14 downloads -- WIZnet downloads, that I did that I had not billed for  
15 previously. And --

16 Q Was that a time consuming process?

17 A Yes, sir. I had to go through all of the emails.

18 THE COURT: Okay. I'm sorry, Mr. Christiansen. I have a  
19 question. So, your bills, in this superbill --

20 THE WITNESS: Yes, ma'am.

21 THE COURT: -- everything from January of 2017 to  
22 September 19th of 2017, is for emails, telephone calls, and WIZnet  
23 downloads that you hadn't previously billed for?

24 THE WITNESS: Yes, ma'am.

25 THE COURT: Okay. And that's what's included in this

1 superbill?

2 THE WITNESS: Yeah. And I believe if you look at mine,  
3 that's all that's in there are telephone calls for my cell phone --

4 THE COURT: Okay.

5 THE WITNESS: -- and WIZnet downloads, and also emails.

6 THE COURT: But from September 20th to January 2018,  
7 that's the hours you worked on this case?

8 THE WITNESS: Well, that's the hours I worked on this case,  
9 including -- but I also incorporated in my downloads, also my emails,  
10 and my telephone calls in there, as well.

11 THE COURT: So, that's in that calculation --

12 THE WITNESS: Yes, ma'am.

13 THE COURT: -- on the superbill? Okay.

14 BY MR. CHRISTIANSEN:

15 Q Do the timesheets capture all the work?

16 A No. So, the timesheets -- when we had to go back and do it  
17 for this adjudication process, we had to show -- because it's my  
18 understanding we had to show the Court how much work we did on the  
19 file, and so we went back, and we only put entries on there that we could  
20 support with documentation.

21 So, that's why the emails were added, that's why the cell phone  
22 records were added, and that's also why the WIZnet filings were added,  
23 as well. And so, basically -- and because we had a hard document. If we  
24 didn't have a hard document, we didn't capture it on the bill. We didn't  
25 put it on there. Any discussions with Mr. Simon that I had, you know, 10

1 Q Or 9/15?

2 A Or 9/15, yes, sir.

3 Q Okay. But you weren't in the habit of ignoring WIZnet filings

4 on the case?

5 A I could not ignore WIZnet filings, that is correct.

6 Q Okay. And on the entries that describe emails, those have all

7 been produced, right?

8 A Yes.

9 Q Anybody can go look them up themselves and confirm that

10 they occurred?

11 A Yes, sir.

12 Q Okay. All right. Thank you.

13 A Thank you.

14 THE COURT: Mr. Vannah, do you have any recross?

15 MR. VANNAH: No.

16 THE COURT: No. Okay. This witness may be excused. Ms.

17 Ferrell, thank you very much for being here.

18 THE WITNESS: Thank you.

19 THE COURT: Mr. Christiansen, and I hate to do this to you

20 guys, but I'm going to ask you to put Mr. Simon up today in the interest

21 in making sure we finish tomorrow.

22 MR. CHRISTENSEN: We can get started.

23 THE COURT: I mean --

24 MR. VANNAH: Judge, can we have a two-minute bathroom

25 break?

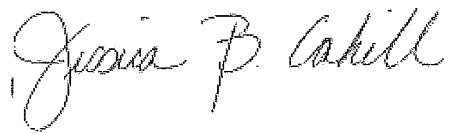
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MR. VANNAH: Thank you, Your Honor.

THE COURT: Thank you.

[Proceedings concluded at 4:29 p.m.]

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



Maukele Transcribers, LLC  
Jessica B. Cahill, Transcriber, CER/CET-708



# **EXHIBIT M**

Excerpts from Plaintiffs' Opposition to  
Edgeworth Defendants' Special Anti-SLAPP  
Motion to Dismiss Plaintiffs' Amended  
Complaint Pursuant to NRS 41.637



OPPS  
PETER S. CHRISTIANSEN, ESQ.  
Nevada Bar No. 5254  
KENDELEE L. WORKS, ESQ.  
Nevada Bar No. 9611  
pete@christiansenlaw.com  
CHRISTIANSEN LAW OFFICES  
810 South Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Telephone: (702) 240-7979  
*Attorney for Plaintiffs*

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC; BRIAN  
EDGEWORTH AND ANGELA  
EDGEWORTH, INDIVIDUALLY, AS  
HUSBAND AND WIFE; ROBERT DARBY  
VANNAH, ESQ.; JOHN BUCHANAN  
GREENE, ESQ.; and ROBERT D.  
VANNAH, CHTD. d/b/a VANNAH &  
VANNAH, and DOES I through V and ROE  
CORPORATIONS VI through X, inclusive,

Defendants.

CASE NO.: A-19-807433-C  
DEPT NO.: XXIV

HEARING DATE: OCTOBER 1, 2020  
HEARING TIME: 9:00 A.M.

**PLAINTIFFS' OPPOSITION TO  
EDGEWORTH DEFENDANTS'  
SPECIAL ANTI-SLAPP MOTION TO  
DISMISS PLAINTIFFS' AMENDED  
COMPLAINT PURSUANT  
TO NRS 41.637**

The Plaintiffs, by and through undersigned counsel, hereby submit their Opposition to the Edgeworth Defendants' Special Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRS 41.637.<sup>1</sup>

<sup>1</sup>During the hearing on August 13, 2020, the Court ordered all matters off calendar and issued a new briefing schedule for the parties to file the appropriate motions, oppositions and replies addressing Plaintiffs' Amended Complaint.

CHRISTIANSEN LAW OFFICES

810 S. Casino Center Blvd., Suite 104

Las Vegas, Nevada 89101

702-240-7979 • Fax 866-412-6992

1 Edgeworths did not want this then why did they sue Simon for conversion? Why oppose prompt  
2 adjudication of the lien based on the frivolous conversion complaint? Why ask for all of the  
3 money in the conversion suit when they all admitted they always knew they owed Simon money?  
4 Why make up a story about an express oral contract? Why make up stories about theft, blackmail  
5 and conversion? Why appeal the adjudication order? Why testify under oath that that you sued  
6 Simon for conversion to punish him for stealing, converting their money? Why did the Vannah  
7 attorneys place their stated subjective beliefs of conversion over the objective conclusion that  
8 conversion did not exist under the facts of this case. *See*, Declaration of James Christensen,  
9 attached hereto as **Exhibit 11**.

11 It was Simon that did not want any of this. He wanted to get paid a fair fee for the work  
12 actually performed. He was owed money. He did what is encouraged by the State Bar of Nevada  
13 - file a statutory lien. Despite being fired, Simon still protected the client's interests, for which  
14 Judge Jones applauded him. *See*, **Exhibit 2** at 19:19-20:1. Simon simply requested prompt  
15 adjudication of his lawful lien and fought for it over Defendants objection. Simon presented  
16 experts to support his lien and his conduct. *See*, ¶24 of Simon Amended Complaint.

19 Simon did not file a notice of appeal until Defendants forced his hand by appealing first.  
20 The disputed funds remain held in trust not because Simon unilaterally refuses to release the  
21 money, but because the Court ordered that the money should not be distributed pending appeal.  
22 Simon encouraged pursuit of a slam dunk multi-million dollar claim against the plumber for  
23 attorney's fees and costs, which the Edgeworths abandoned in their zeal to punish Simon.

25 The Edgeworths are simply not the victims they have been incredibly portraying. After  
26 all, they have admittedly been made more than whole with the receipt of nearly \$4 million (for a  
27 \$500,000 property damage claim). Their greed and the relentless quest to avoid paying their  
28

Edgeworth for filing the conversion lawsuit, which was to punish for stealing, converting their money. *See, Exhibit 8* at 142:21-25.

**E. AT A MINIMUM, SIMON SHOULD BE ALLOWED TO CONDUCT DISCOVERY**

The Vannah attorneys and Edgeworth's cannot demonstrate good faith in order to survive the first prong of the anti-SLAPP analysis. A bad faith lawsuit to punish a lawyer is not a good faith communication. Undeniably, their statements were not truthful and all Defendants who were at the bank were very aware of the falsity thereof when continuing with the wild accusations supporting the conversion claim. Simon did not wrongfully control the funds. Simon never touched the funds. Simon only filed a lawful attorney lien. *See, Exhibits 18 and 19*. The lien was always supported by substantial evidence. *See, Exhibit 9*. The lack of good faith is demonstrated by the mere fact Vannah/Edgeworth never challenged the enforceability of the lien, never disputed Will Kemp or David Clark or that the lien was somehow improper because of the amount that they agreed and invited as the undisputed amount. Mr. Simon was not paid in full and did not steal, extort or blackmail anyone. The changing reasons for the Edgeworth Complaint also confirms the lack of good faith.<sup>13</sup> Asserting ex-post facto, new conversion theories long after the evidentiary hearing does not rescue the lack of good faith and knowing falsehoods at the time the Edgeworth Complaints were filed and maintained. The Court needs to focus on the facts that existed at the time the complaint and amended complaint were filed. Following the hearing, Judge Jones ordered the funds remain in the account after Edgeworths appealed to the Supreme Court.

<sup>13</sup> Vannah, in a sworn affidavit, states: "When Mr. Simon continued to exercise dominion and control over an unreasonable amount of the settlement proceeds, litigation was filed and served including a complaint and an amended complaint." *See, Vannah's Affidavit* at 5:24-27, attached as **Exhibit A** to Vannah's Anti-SLAPP Motion. Edgeworth repeats this false statement. *See, Brian Edgeworth's Affidavit* at 16:17-19, attached as **Exhibit A** to Edgeworth Motion to Dismiss: Anti-SLAPP. Vannah and Edgeworth both knew the proceeds had not even been received when the initial lawsuit was filed on January 4, 2018.



# EXHIBIT N

Excerpts from Plaintiffs' Opposition to  
Defendants Robert Darby Vannah, Esq., John  
Buchanan Greene, Esq., and Robert D. Vannah,  
Chtd. d/b/a Vannah & Vannah's Motion to  
Dismiss Plaintiffs' Amended Complaint

CHRISTIANSEN LAW OFFICES  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
702-240-7979 • Fax 866-412-6992

Electronically Filed  
9/10/2020 8:41 PM  
Steven D. Grierson  
CLERK OF THE COURT



OPPS  
PETER S. CHRISTIANSEN, ESQ.  
Nevada Bar No. 5254  
KENDELEE L. WORKS, ESQ.  
Nevada Bar No. 9611  
pete@christiansenlaw.com  
CHRISTIANSEN LAW OFFICES  
810 South Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Telephone: (702) 240-7979  
*Attorneys for Plaintiffs*

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC; BRIAN  
EDGEWORTH AND ANGELA  
EDGEWORTH, INDIVIDUALLY, AS  
HUSBAND AND WIFE; ROBERT DARBY  
VANNAH, ESQ.; JOHN BUCHANAN  
GREENE, ESQ.; and ROBERT D.  
VANNAH, CHTD. d/b/a VANNAH &  
VANNAH, and DOES I through V and ROE  
CORPORATIONS VI through X, inclusive,

Defendants.

CASE NO.: A-19-807433-C  
DEPT NO.: XXIV

HEARING DATE: OCTOBER 1, 2020  
HEARING TIME: 9:00 A.M.

**PLAINTIFFS' OPPOSITION TO  
DEFENDANTS ROBERT DARBY  
VANNAH, ESQ., JOHN BUCHANAN  
GREENE, ESQ., and ROBERT D.  
VANNAH, CHTD. d/b/a VANNAH &  
VANNAH'S MOTION TO DISMISS  
PLAINTIFFS' AMENDED  
COMPLAINT**

The Plaintiffs, by and through undersigned counsel, hereby submit their Opposition to the instant Motion to Dismiss Plaintiffs' Amended Complaint and Motion in the Alternative for a More Definite Statement.<sup>1</sup> This Opposition is made and based on all the pleadings and papers on

<sup>1</sup>During the hearing on August 13, 2020, the Court ordered all matters off calendar and issued a new briefing schedule for the parties to file the appropriate motions, oppositions and replies addressing Plaintiffs' Amended Complaint.

1 Motion to Release Funds at 6:7-9, attached hereto as **Exhibit 33**. On December 31, 2018, Mr.  
2 James Christensen sent a letter again asking Vannah and Greene to stop the false accusations of  
3 theft and conversion, pointing out that the motion for an order to release funds repeats the  
4 conversion claim. *See*, December 31, 2018 Letter, attached hereto as **Exhibit 34**. The motion was  
5 denied because the Vannah/Edgeworth team had already appealed the adjudication order to the  
6 Nevada Supreme Court. Simon also filed a writ petition challenging the Court's decision to award  
7 less than the full amount of the lien.  
8

9 Only the disputed funds remain in the special trust account. Simon is following the District  
10 Court order to keep the disputed funds safe pending appeal. Yet, the Vannah/Edgeworth team  
11 continue to argue conversion and maintain the unethical lawyer theme in all of their briefing,  
12 including those to the Nevada Supreme Court. Defendants' conduct extends well beyond the mere  
13 filing of the complaint. *See*, ¶¶35-42 of Amended Complaint.  
14

### 15 **III. ARGUMENT**

16 Defendants seek dismissal erroneously contending that: (1) the common law litigation  
17 privilege bars the claims; (2) the claims are barred by Nevada's anti-SLAPP statute; and (3) the  
18 claims are premature and not ripe. Defendants motion is without merit because neither the  
19 litigation privilege nor the anti-SLAPP statute insulates a litigant from liability for bringing false  
20 claims made in bad faith. The court in the underlying action already determined Defendants did  
21 not act in good faith and an appeal does not impact the finality of that decision for purposes of  
22 issue preclusion.  
23  
24

#### 25 **A. STANDARD OF REVIEW**

26 The standard of review for dismissal under NRCP 12(b)(5) is rigorous, as the court must  
27 construe the pleading liberally and draw every fair inference in favor of the nonmoving party.  
28

# EXHIBIT O

May 11, 2021 Email from Rosa-Solis Rainey to  
Jim Christensen in Response to his letter dated  
5/7/2021

## Rosa Solis-Rainey

---

**From:** Rosa Solis-Rainey  
**Sent:** Tuesday, May 11, 2021 10:31 AM  
**To:** 'jim@jchristensenlaw.com'  
**Cc:** Steve Morris  
**Subject:** Edgeworth Matter - Response to your letter dated 5/7/21

Jim:

I am in receipt of your response dated May 7, 2021. As I mentioned when we spoke and in my letter, Mr. Edgeworth was provided a part of his file but the file was by no means complete. The excuses raised in your letter for not producing the complete file are ones that were discussed ad nauseam in 2020, and since the files were ultimately produced to Mr. Edgeworth, were presumably abandoned or resolved. I do not see any benefit to either of our clients in rehashing those arguments. This includes the fees outstanding, which you know your client is fully secured for given the \$2M+ still held, essentially under his control.

Your letter references an NDA, but one is not included either in your letter or in the 2020 exchanges your letter directs me to. In either case, Ms. Lee properly responded to that issue when she reminded the sender that the Edgeworths are already parties to the confidentiality provisions, and confidentiality was therefore not an excuse for withholding the file. My position on that excuse for withholding the file is the same. You're welcome to send me a copy of the NDA you referenced, but I don't see that as a legitimate obstacle to avoid production. Point of fact, you produced the file (incomplete as it was) to Mr. Edgeworth without further signatures on the protective order, thus confirming that the confidentiality argument was resolved to everyone's satisfaction.

In any event, the Edgeworths are not seeking tax returns or proprietary company information from Viking or Lange, though I do believe it should be preserved. To the extent confidentiality is your client's excuse for withholding any part of the file, he should schedule the documents withheld on a log and deposit that portion of the file with the Court so that we can adequately challenge the propriety of him withholding those documents. Note that the email exchanges from last year indicate Mr. Christianssen said he would deposit the challenged portions of the file with the Court last year, but there is no indication in the record the deposit was made.

With respect to your request for clarification, I expect that all email exchanges pertaining to the litigation would be produced in their complete form, including attachments. That is not a difficult task if the files were properly maintained, and the complete email with attachments is what would have been captured if you transferred the email onto the production drive from the custodians' email (i.e., it takes more work to remove attachments). As I told you on the phone, the representation in 2020 was that the complete file being produced would not include the strictly internal emails, and the Edgeworths accepted that for the time being. I did not raise internal email among the "missing" portions of the file because of that prior agreement, though I expect that your client will honor his obligation to preserve that internal email along with all other communications, as they may be discoverable in the subsequent litigation he commenced.

With respect to the settlement agreements, the only drafts I am aware your clients produced regarding the Viking settlement are the two drafts produced on November 30, 2017 and the copy ultimately signed. With respect to the Lange settlement, I am aware of a draft sent in early December 2017, which appears to be the draft ultimately signed. No email regarding the settlement discussions was produced.

Unrelated to the file but an open item nonetheless, you said you would get back to me regarding your client's position on transferring the money into our Trust Account, and have not yet done so. Please provide me a response on that issue. Also, you mentioned that the writ somehow left open the question of the quantum meruit period. Note that on

page 4 of the Supreme Court's Order on the appeal, it specifically affirmed the quantum meruit period as following the constructive discharge of November 29. Attempts to enlarge that period now are barred by the law of the case, so the only open question is the reasonable value of the November 30, 2017 forward services. I do not believe you can reasonably claim that is the \$2M+ your client is tying up by refusing the release the funds.

If you still have questions, please contact me. I would prefer to resolve the issue promptly and without judicial intervention, but if that is not possible, we will proceed with a motion.

Rosa Solis-Rainey

**MORRIS LAW GROUP**

801 S. Rancho Dr., Ste B4

LAS VEGAS, NEVADA 89106

(702) 474-9400 (Main)

(702) 759-8321 (Direct)

(702) 474-9422 (Fax)

[rsr@morrislawgroup.com](mailto:rsr@morrislawgroup.com)

[www.morrislawgroup.com](http://www.morrislawgroup.com)

*This e-mail is sent by a law firm and contains information that may be privileged and confidential. If you are not the intended recipient, please delete the e-mail and notify us immediately.*

# EXHIBIT P

May 22, 2020 Email from Kendelee Works to  
Patricia Lee re Edgeworths' Client File

Edgeworth. Otherwise, please have it mailed via carrier to Mr. Edgeworth and send us the bill for such delivery. Thank you.

Best regards,

**From:** Kendelea Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 3:40 PM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

---

On May 22, 2020, at 10:28 AM, Patricia Lee <PLee@hutchlegal.com> wrote:

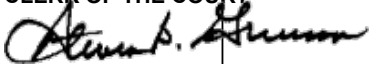
I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

**From:** Kendelea Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 10:15 AM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file





JAMES R. CHRISTENSEN, ESQ.  
Nevada Bar No. 003861  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
(702) 272-0406  
jim@jchristensenlaw.com  
*Attorney for Daniel S. Simon*

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST, and  
AMERICAN GRATING, LLC  
Plaintiffs,

vs.

LANGE PLUMBING, LLC; THE  
VIKING CORPORATION, a Michigan  
corporation; SUPPLY NETWORK,  
INC., dba VIKING SUPPLYNET, a  
Michigan Corporation; and DOES 1  
through 5 and ROE entities 6 through  
10;

Defendants.

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

Case No.: A-16-738444-C

Dept. No.: 10

**OPPOSITION TO EDGEWORTHS'  
MOTION FOR ORDER RELEASING  
CLIENT FUNDS AND REQUIRING  
PRODUCTION OF FILE**

Hearing date: 5.27.21

Hearing time: 9:30 a.m.

CONSOLIDATED WITH

Case No.: A-18-767242-C

Dept. No.: 10

1 **I. Preface**

2       Years ago, the Edgeworths tried to wear the mantle of an aggrieved  
3 client. The act has worn thin after the finding that the Edgeworths pursued  
4 frivolous litigation against Simon was affirmed, after their courtroom  
5 admission that they frivolously sued to punish Simon, and after they  
6 received a windfall of \$4,000,000.00 from Simon's efforts. Unfortunately,  
7 the barrage of baseless rhetoric from the Edgeworths continues as they  
8 throw whatever they can think up against the wall in their unending search  
9 for a *post hoc* excuse for their sanctioned conduct.  
10

11 **II. Introduction**

12       The Edgeworths seek what they term as the "***complete***" (emphasis in  
13 original) file pursuant to NRS 7.055(2). The problem for the Edgeworths is  
14 that NRS 7.055 does not apply on its face because Simon has not yet been  
15 paid. NRS 7.055(1). That said, in 2020 Simon voluntarily provided as  
16 much of the file as could be agreed upon in the face of the binding non-  
17 disclosure agreement (NDA), and other practical and legal concerns.  
18

19       The Edgeworths did not raise the file issue after deliberate and  
20 collaborative discussion in 2020 or 2021. Instead, in their rush to create  
21 another dispute, new Edgeworth counsel made direct contact with Simon in  
22  
23  
24  
25  
26  
27  
28

1 an express violation of NRPC 4.2<sup>1</sup> (Mot., at Ex. C.), and insisted on an  
2 immediate response to their demands - without any demonstration of what  
3 the rush was all about or how undue prejudice could result if their latest  
4 demands were not complied with immediately.  
5

6 Simon is willing to act collaboratively on file transfer, but the  
7 Edgeworths need to recognize there are legal and practical issues at play.  
8 For example, things might go smoother if the Edgeworths and counsel  
9 would sign Exhibit A to the NDA, as requested in 2020, *and* provide a  
10 rationale on how disclosure today would comply with the NDA. The fact  
11 that they refused to sign in 2020, and now act as if there is no NDA (Mot.,  
12 at 4:18-19) establishes that Simon was right to be concerned. After all, as  
13 things stand now, Simon is on the hook under the NDA if the Edgeworths  
14 or their agents violate the NDA.  
15  
16  
17  
18

19 In their second motion to release funds from the trust account the  
20 Edgeworths try to avoid the reality that Simon has filed a counter motion  
21 and that the money held in trust continues to be in dispute. The Simon  
22 position is not unreasonable, it is supported by the pleadings, sound  
23  
24  
25  
26  
27

---

28 <sup>1</sup> NRPC 4.2 does not have an efficiency exception. *Compare*, NRPC 4.2  
with Declaration of Solis-Rainey at ¶7.

1 argument and by expert Will Kemp. Simon's position may not be cavalierly  
2 dismissed out of hand.

3       As to the transfer of the trust account, Simon has already stated that  
4 he has no objection to transfer if the Edgeworths state that they will  
5 abandon any claim of prejudice that can result from the fact they will no  
6 longer earn interest on the money held in trust and that they agree counsel  
7 will not release any money that is in dispute. Simon, through counsel,  
8 continues to work on this issue, though admittedly not at the speed  
9 demanded by new Edgeworth counsel.  
10  
11  
12

### 13     **III.    The File**

14       The Edgeworths ask this court to order Simon to produce the  
15 complete file pursuant to NRS 7.055. NRS 7.055(1) states:  
16

17       1. An attorney who has been discharged by his or her client shall,  
18       ***upon demand and payment of the fee due from the client,***  
19       immediately deliver to the client all papers, documents, pleadings and  
20       items of tangible personal property which belong to or were prepared  
21       for that client. (Emphasis added.)

22       In the motion seeking the file, the Edgeworths admit Simon has not been  
23 paid and that certain sums continue to be disputed by the Edgeworths.

24       Accordingly NRS 7.055 does not apply on its face.  
25  
26  
27  
28

1 Even though the law is solidly on Simon's side and Simon can assert  
2 a retaining lien over the complete file, Simon has cooperated to the extent  
3 possible. For example, Simon provided tangible items to Vannah when  
4 asked in 2019. (Mot., at Ex. F.)

6 In May of 2020 when a different Edgeworth counsel requested the file  
7 under NRS 7.055, Simon promptly provided the NDA. (Mot., at G.)  
8 Although the NDA was attached to the email found at Exhibit G to the  
9 motion, it was not attached as an exhibit to the motion. The NDA is  
10 attached hereto at Exhibit 1.  
11

13 The NDA is quite restrictive. Under §7 of the NDA confidential  
14 information may only be viewed by a limited pool of people, for limited  
15 reasons. (Ex. 1, at 9-10.) To view confidential information per §7 of the  
16 NDA, a person must sign an "Acknowledgement and Agreement to be  
17 Bound" attached to the NDA as Exhibit A. (*Ibid.*) Even counsel must sign.  
18 (See, e.g., Ex. 1, at 10:5-11.) The NDA survives the final disposition of the  
19 case per §13 of the NDA. (Ex. 1, at 13-14.)  
20  
21

23 Instead of simply signing Exhibit A, the Edgeworths cherry pick and  
24 highlight selected lines from emails sent in the spring of 2020. For  
25 example, Simon agreed to deposit confidential items with the court *if a*  
26  
27  
28

1 *motion was filed per 7.055(3). (Compare, Ex. 2 at page 7 of the email*  
2 *string ending May 27, & Mot., at 3:22-24.)*

3 Also, and more importantly, the Edgeworths completely ignore the  
4 impact of the limiting language contained in §7 of the NDA which states  
5 that the confidential material may only be provided to those:  
6

7  
8 ***“to whom disclosure is reasonably necessary for this litigation***  
9 ***and who have signed the “Acknowledgement and Agreement to be***  
10 ***Bound” (Exhibit A).” (Ex. 1 at 10.) (Emphasis added.)***

11 The case against Viking and Lange is over, thus there can be no disclosure  
12 which is “reasonably necessary for the litigation”. The fact the litigation is  
13 done which makes disclosure impossible under the NDA. The Edgeworths  
14 did not justify their demand considering the limiting language of the NDA.  
15

16 There is also a practical issue. Seemingly, the Edgeworths are  
17 demanding production of every attachment to every email sent, no matter  
18 whether the attachment occurs multiple times in a string, if the same  
19 attachment was sent multiple times in different emails, or if the attachment  
20 was already provided. The request harkens back to the first Edgeworth  
21 motion for reconsideration in which the Edgeworths frivolously argued that  
22 a stipulation had been intentionally withheld, when in fact the stipulation  
23 had been signed by the court, was filed, and was a matter of public record.  
24  
25 (1<sup>st</sup> Mot. Recon., at 11:16-13:13 & Opp., at 12:6-14:9.) Simon does not  
26  
27  
28

1 believe there is any rule that requires production of multiple copies of file  
2 documents, and the Edgeworths did not provide any authority that a  
3 document must be copied and produced multiple times. That said, Simon  
4 offered to work with new counsel if there was a specific email or area of  
5 concern (Mot., at Ex. J), instead of taking a collaborative approach a  
6 motion was filed.  
7  
8

9       The disorganized and indecipherable claim is new. (Declaration of  
10 counsel.) Further, the claim is vague and unsupported. Again, if a specific  
11 question or area is identified, Simon is willing to work with any reasonable  
12 request. At the current time, the Edgeworths have not disclosed with any  
13 specificity how they believe the file is not complete (other than the materials  
14 covered by the NDA). In fact, the declaration attached to the motion states  
15 that the claim of incompleteness is based only on information and belief.  
16  
17 (Declaration of Ms. Solis-Rainey at ¶¶5 & 6.) Simon is willing to work with  
18 new counsel, however, Simon is not able to guess at what counsel believes  
19 is indecipherable, engage in make work by copying the same document  
20 many times, or waste further time and money simply because the  
21 Edgeworths are disgruntled with the \$4 million dollars they have received to  
22 date.  
23  
24  
25  
26  
27  
28

1 The "Finger for Edgeworth" comment is childish. Finger is another  
2 slang term for a drive, just as "thumb" is. In fact, you can buy "finger"  
3 drives on Amazon, shaped like index fingers. The finger file contains a list  
4 of items on the drive sent to the Edgeworths.  
5

6 The Edgeworths cannot prevail under NRS 7.055 and their motion  
7 must be denied. However, Simon will continue to attempt to work with the  
8 Edgeworths and will respond to any reasonable request.  
9

#### 10 **IV. Disputed Funds must be Held in Trust**

11 Disputed funds must be held in trust. NRPC 1.15(e) states:

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

18 The funds held in trust are in dispute. (Opp. & Countermotion to the  
19 2<sup>nd</sup> Mot. for Reconsideration.) Simon's position will not be restated here for  
20 brevity's sake. It is enough to state that Simon's position is well based  
21 under the law, the pleadings, and the opinion of expert Will Kemp.  
22  
23 Regardless, Simon will not dispute that the specific amount subject to  
24 withholding is the face amount of the lien. If there is an overage it can be  
25 withdrawn.  
26  
27  
28



1           The funds remain in dispute until the dispute ends with a final order  
2 after the time to appeal has run. Normally this is not a difficult concept.  
3  
4           The Edgeworths have not provided this court with a legal basis upon which  
5 it can order disbursal of contested funds. Therefore, the motion must be  
6 denied.

7  
8           It appears the Edgeworths have finally dropped their fight against the  
9 sanction imposed upon them for frivolously suing Simon. However, the  
10 sanction money is different from the disputed money held in trust and does  
11 not impact this motion.  
12

### 13       **V.     Trust Transfer**

14  
15           As Judge Allen Earl used to comment, “the devil is in the details”.  
16 Simon does not have an objection in principle to moving the money to  
17 movants’ trust account. However, Simon does object to the notion that the  
18 Edgeworths have a right to immediately force a reversal of their own trust  
19 agreement without some thought and discussion.  
20  
21

22           The motion must be denied, the Edgeworths have not provided a  
23 legal basis upon which this court can order that the agreement between the  
24 parties to deposit disputed money into a joint bank account can be set  
25 aside on their say so alone. The parties entered into a bilateral agreement  
26  
27  
28

1 regarding disposition of the trust money, a unilateral demand to end the  
2 agreement is not legally enforceable.

3 **VI. Conclusion**

4  
5 NRS 7.055 does not apply thus the motion must be denied. Simon is  
6 willing to cooperate on production of the file, but will not violate an NDA,  
7 nor will Simon waste time on make work.

8  
9 Disputed funds must be held in trust. The Edgeworths did not  
10 provide authority upon which this court could order early disbursement of  
11 funds held in dispute. Further, there is no undue prejudice because the  
12 disputed funds are earning interest. Lastly, if the Edgeworths do not file  
13 another appeal, then the end of the trust is in sight anyway.

14  
15  
16 There is no legal ground upon which this court can repudiate the  
17 bilateral agreement to hold the disputed money in an interest-bearing  
18 account at the bank; therefore, the motion must be denied. Nevertheless,  
19 there is no general objection to a transfer of the trust, even if there is no  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 rational reason to do so. When the details are agreed upon and a new  
2 bilateral agreement is reached, the transfer will occur.

3 DATED this \_\_\_\_ day of May 2021.

4  
5 /s/ James R. Christensen

6 JAMES CHRISTENSEN, ESQ.

7 Nevada Bar No. 003861

8 601 S. 6<sup>th</sup> Street

9 Las Vegas, NV 89101

10 (702) 272-0406

11 (702) 272-0415

12 jim@jchristensenlaw.com

13 Attorney for Daniel S. Simon

14  
15 **CERTIFICATE OF SERVICE**

16 I CERTIFY SERVICE of the foregoing Opposition to Motion for  
17 Release of Funds and Production of File was made by electronic service  
18 (via Odyssey) this \_\_\_\_ day of May 2021, to all parties currently shown on  
19 the Court's E-Service List.

20 /s/ Dawn Christensen

21 an employee of

DECLARATION OF COUNSEL JAMES R. CHRISTENSEN

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 Simon Defendant(s) in this matter.

3. In response to the Declaration of Solis-Rainey at ¶4: I sent the letter, not Peter Christiansen.

4. In response to the Declaration of Solis-Rainey at ¶7: I received the call, not Peter Christiansen. I informed counsel that collaborative resolution of the dispute was made difficult when the Edgeworths and counsel frivolously sued Simon, did not respond to my December 2017 offer to work collaboratively, made false statements regarding a so-called missing stipulation, and recently accused Simon of extortion when such a claim is made impossible by the law of the case. I also mentioned that acts such as violating NRPC 4.2 do not help. Counsel also leveled an accusation of *ex parte* contact with this Court, which was withdrawn after I read EDCR 7.74 to counsel.

5. In response to the Declaration of Solis-Rainey at ¶7 & 8: I informed counsel that the Simon counter motion seeking a different valuation under quantum meruit could not simply be ignored because the counter motion was based on reasonable grounds, including case law, a reasonable interpretation of the Supreme Court's orders and the declaration of Will Kemp. I do not recall counsel raising a contingency fee or a flat fee argument. However, even if made, the argument is a *non sequitur*. The issue presented to the court is determination of a reasonable fee under quantum meruit based on the market approach.

6. In response to the Declaration of Solis-Rainey at ¶9: We discussed the claim that the file produced in 2020 was incomplete. I advised that I was not involved in the 2020 discussions. I asked for specifics. I did not receive specifics beyond the confidential document issue. Counsel *did not* make the claim that parts of produced file was disorganized or indecipherable.

7. In response to the Declaration of Solis-Rainey at ¶10: During our call I asked what the sudden rush was and specifically asked for the rationale behind the short response window provided in counsel's first letter. I did not receive a meaningful response. I do not agree with the negative implications which arise from the word "excuses". The NDA is quite clear and clearly applies. Pretending the NDA does not exist needlessly extends this dispute without basis.

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

Dated this 20<sup>th</sup> day of May 2021.

/s/ James R. Christensen

James R. Christensen

# **EXHIBIT 1**



SPO  
JANET C. PANCOAST, ESQ.  
Nevada Bar No. 5090  
CISNEROS & MARIAS  
1160 N. Town Center Dr., Suite 130  
Las Vegas, NV 89144  
Tel: (702) 233-9660  
Fax: (702) 233-9665  
[janet.pancoast@zurichna.com](mailto:janet.pancoast@zurichna.com)

Attorney for Defendants/Third Party Plaintiffs  
The Viking Corporation & Supply Network, Inc.  
d/b/a Viking Supplynet

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST, and  
AMERICAN GRATING, LLC  
Plaintiffs,

vs.

LANGE PLUMBING, LLC; THE VIKING  
CORPORATION, a Michigan corporation;  
SUPPLY NETWORK, INC. d/b/a VIKING  
SUPPLYNET, a Michigan corporation; and  
DOES I through V and ROE CORPORATIONS  
VI through X, inclusive,  
Defendants.

LANGE PLUMBING, LLC,  
Cross-Claimant,

vs.

THE VIKING CORPORATION, a Michigan  
corporation; SUPPLY NETWORK, INC. d/b/a  
VIKING SUPPLYNET, a Michigan corporation;  
and DOES I through V and ROE  
CORPORATIONS VI through X, inclusive.  
Cross-Defendants

CASE NO.: A-16-738444-C

DEPT. NO.: X

**STIPULATED PROTECTIVE  
ORDER**

1 THE VIKING CORPORATION, a Michigan )  
corporation; SUPPLY NETWORK, INC. d/b/a )  
2 VIKING SUPPLYNET, a Michigan corporation )  
LANGE PLUMBING, LLC, )  
3 Counter-Claimant, )

4 vs. )

5 LANGE PLUMBING, LLC, and DOES I through )  
V and ROE CORPORATIONS VI through X, )  
6 inclusive. )  
7 Counter-Defendant )

8 THE VIKING CORPORATION, a Michigan )  
corporation; SUPPLY NETWORK, INC. d/b/a )  
9 VIKING SUPPLYNET, a Michigan corporation, )  
Defendants/Third Party Plaintiffs, )

10 v. )

11 GIBERTI CONSTRUCTION, LLC, a Nevada )  
Limited Liability Company and DOES I through )  
12 V and ROE CORPORATIONS VI through X, )  
13 inclusive, )  
14 Third Party Defendant. )

15 DEFENDANTS/CROSS-CLAIMANTS/CROSS-DEFENDANTS/THIRD PARTY

16 PLAINTIFFS THE VIKING CORPORATION & SUPPLY NETWORK, INC. d/b/a VIKING  
17 SUPPLYNET (hereinafter the "Viking Defendants"), by and through its counsel JANET C  
18 PANCOAST, ESQ. of the law firm of CISNEROS & MARIAS; PLAINTIFFS EDGEWORTH  
19 FAMILY TRUST, and AMERICAN GRATING, LLC, by and through their counsel of record  
20 Daniel Simon, Esq. of SIMON LAW (hereinafter "Plaintiffs"); and DEFENDANT/CROSS-  
21 CLAIMANT/CROSS-DEFENDANT LANGE PLUMBING, LLC's (hereinafter "Lange"), by and  
22 through its counsel Athanasia E. Dalacas, Esq. of RESNICK & LOUIS, P.C. hereby agree to enter  
23 into the following Stipulated Protective Order:  
24  
25  
26  
27  
28



1 WHEREAS documents, things and information may be furnished or disclosed in this action  
2 which contain or constitute confidential, proprietary or trade secret information; and

3 WHEREAS Plaintiffs on the one hand, and Viking Defendants and Lange, agree that,  
4 pursuant to Rule 26(c) of the Nevada Rules of Civil Procedure, this Protective Order is needed to  
5 prevent the unnecessary disclosure or dissemination of such confidential, proprietary or trade secret  
6 information;

7 IT IS HEREBY STIPULATED AND AGREED by and between the parties herein, through  
8 their undersigned counsel, as follows:

9 GOOD CAUSE STATEMENT: The parties to this case may need to produce or rely upon  
10 trade secrets, confidential agreements, and/or sensitive financial, customer, pricing, technical or  
11 other proprietary information, among other things. While such material may be relevant to this  
12 litigation, it may be damaging if competitors, licensees or others had full access to it. The terms of  
13 this Order ensure the confidentiality of important and proprietary business information while placing  
14 a minimal burden on the flow of discovery. The parties thus believe that there is good cause  
15 supporting such an Order.

16 **1. PURPOSES AND LIMITATIONS**

17 Disclosure and discovery activity in this action are likely to involve production of  
18 confidential, proprietary, or private information for which special protection from public disclosure  
19 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
20 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective  
21 Order. The parties acknowledge that this Order does not confer blanket protections on all  
22 disclosures or responses to discovery and that the protection it affords from public disclosure and  
23 use extends only to the limited information or items that are entitled to confidential treatment under  
24 the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
25 that this Stipulated Protective Order does not entitle them to file confidential information under  
26 seal; Nevada Supreme Court Rules for Sealing & Redacting Court Records<sup>1</sup> sets forth the

27 <sup>1</sup> [http://www.leg.state.nv.us/Division/Legal/LawLibrary/CourtRules/SCR\\_RGSRCR.html](http://www.leg.state.nv.us/Division/Legal/LawLibrary/CourtRules/SCR_RGSRCR.html)

1 procedures that must be followed and the standards that will be applied when a party seeks  
2 permission from the court to file material under seal.

3 **2. DEFINITIONS**

4 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
5 information or items under this Order.

6 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
7 generated, stored or maintained) or tangible things that qualify for protection under Nevada Rule of  
8 Civil Procedure 26(c).

9 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
10 as their support staff), including the parties insurance carriers and their claims representatives.

11 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
12 produces in disclosures or in responses to discovery as "CONFIDENTIAL."

13 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
14 medium or manner in which it is generated, stored, or maintained (including, among other things,  
15 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
16 responses to discovery in this matter.

17 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to  
18 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
19 consultant in this action, as well as expert support staff.

20 2.7 House Counsel: attorneys who are employees of a party to this action. House  
21 Counsel does not include Outside Counsel of Record or any other outside counsel.

22 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal  
23 entity not named as a Party to this action.

24 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this  
25 action but are retained to represent or advise a party to this action and have appeared in this action  
26 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

27 //

1           2.10 Party: any party to this action, including all of its officers, directors, employees,  
2 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

3           2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
4 Material in this action.

5           2.12 Professional Vendors: persons or entities that provide litigation support services  
6 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
7 storing, or retrieving data in any form or medium) and their employees and subcontractors.

8           2.13 Protected Material: any Disclosure or Discovery Material that is designated as  
9 "CONFIDENTIAL."

10           2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
11 Producing Party.

### 12       3.     **SCOPE**

13           The protections conferred by this Stipulation and Order cover not only Protected Material  
14 (as defined above), but also

- 15           (1) any information copied or extracted from Protected Material;  
16           (2) all copies, excerpts, summaries, or compilations of Protected Material; and  
17           (3) any testimony, conversations, or presentations by Parties or their Counsel that might  
18 reveal Protected Material. However, the protections conferred by this Stipulation and Order do not  
19 cover the following information:

20           (a) any information that is in the public domain at the time of disclosure to a  
21 Receiving Party or becomes part of the public domain after its disclosure to a Receiving  
22 Party as a result of publication not involving a violation of this Order, including becoming  
23 part of the public record through trial or otherwise; and

24           (b) any information known to the Receiving Party prior to the disclosure or obtained  
25 by the Receiving Party after the disclosure from a source who obtained the information  
26 lawfully and under no obligation of confidentiality to the Designating Party.

27       //

1     **4.     DURATION**

2             Even after final disposition of this litigation, the confidentiality obligations imposed by this  
3     Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
4     otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
5     defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
6     and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action, including the  
7     time limits for filing any motions or applications for extension of time pursuant to applicable law.

8     **5.     DESIGNATING PROTECTED MATERIAL**

9             5.1     Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
10    Non-Party that designates information or items for protection under this Order must take care to  
11    limit any such designation to specific material that qualifies under the appropriate standards. The  
12    Designating Party must designate for protection only those parts of material, documents, items, or  
13    oral or written communications that qualify – so that other portions of the material, documents,  
14    items, or communications for which protection is not warranted are not swept unjustifiably within  
15    the ambit of this Order.

16             Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
17    to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
18    encumber or retard the case development process or to impose unnecessary expenses and burdens  
19    on other parties) expose the Designating Party to sanctions.

20             If it comes to a Designating Party's attention that information or items that it designated for  
21    protection do not qualify for protection, that Designating Party must promptly notify all other  
22    Parties that it is withdrawing the mistaken designation.

23             5.2     Manner and Timing of Designations. Except as otherwise provided in this Order  
24    (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
25    Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
26    designated before the material is disclosed or produced.

27    //

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,  
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
4 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a  
5 portion or portions of the material on a page qualifies for protection, the Producing Party also must  
6 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A  
7 Party or Non-Party that makes original documents or materials available for inspection need not  
8 designate them for protection until after the inspecting Party has indicated which material it would  
9 like copied and produced. During the inspection and before the designation, all of the material  
10 made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
11 identified the documents it wants copied and produced, the Producing Party must determine which  
12 documents, or portions thereof, qualify for protection under this Order. Then, before producing the  
13 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page  
14 that contains Protected Material. If only a portion or portions of the material on a page qualifies for  
15 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
appropriate markings in the margins).

16 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
17 the Designating Party identify on the record, before the close of the deposition, hearing, or other  
18 proceeding, all protected testimony.

19 (c) for information produced in some form other than documentary and for any  
20 other than documentary and for any other tangible items, that the Producing Party affix in a  
21 prominent place on the exterior of the container or containers in which the information or item is  
22 stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item  
23 warrant protection, the Producing Party, to the extent practicable, shall identify the protected  
24 portion(s).

25 //

1           5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
2 designate qualified information or items does not, standing alone, waive the Designating Party's  
3 right to secure protection under this Order for such material. Upon timely correction of a  
4 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
5 in accordance with the provisions of this Order.

6           **6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7           6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
8 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
9 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
10 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
11 confidentiality designation by electing not to mount a challenge promptly after the original  
12 designation is disclosed.

13           6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
14 by providing written notice of each designation it is challenging and describing the basis for each  
15 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
16 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
17 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
18 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
19 are not sufficient unless no response by party is received within 48 hours) within 14 days of the date  
20 of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the  
21 confidentiality designation was not proper and must give the Designating Party an opportunity to  
22 review the designated material, to reconsider the circumstances, and, if no change in designation is  
23 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the  
24 next stage of the challenge process only if it has engaged in this meet and confer process first or  
25 establishes that the Designating Party is unwilling to participate in the meet and confer process in a  
26 timely manner.

26     //

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Sales, pricing and purchasing information shall be deemed and marked as "CONFIDENTIAL" and shall not be disclosed to third parties not involved in this immediate litigation without a written agreement with the party producing the information or a Court Order. Any sale, pricing and/or purchasing information produced in this case shall be produced separately

1 from other documents, such as on a separate disk if produced electronically or in a separate file  
2 folder if produced in hard copy.

3 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
4 secure manner that ensures that access is limited to the persons authorized under this Order.

5 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by  
6 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
7 information or item designated "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
10 information for this litigation and who have signed the "Acknowledgment and Agreement to Be  
11 Bound" that is attached hereto as Exhibit A;

12 (b) the officers, directors, and employees (including House Counsel) of the  
13 Designating Party or Receiving Party to whom disclosure is reasonably necessary for this litigation  
14 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
16 is reasonably necessary for this litigation and who have signed the "Acknowledgment and  
17 Agreement to Be Bound" (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff, professional jury or trial consultants, mock  
20 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
21 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (f) witnesses in the action to whom disclosure is reasonably necessary and who  
23 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
24 agreed by the Designating Party or ordered by the court.

25 (g) the author or recipient of a document containing the information or a  
26 custodian or other person who otherwise possessed or knew the information.

27 (h) any mediator assigned or selected by the parties and their staff.  
28



1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
2 **LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation that compels  
4 disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party  
5 must:

6 (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue  
9 in the other litigation that some or all of the material covered by the subpoena or order is subject to  
10 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
12 the Designating Party whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
14 or court order shall not produce any information designated in this action as "CONFIDENTIAL"  
15 before a determination by the court from which the subpoena or order issued, unless the Party has  
16 obtained the Designating Party's permission. The Designating Party shall bear the burden and  
17 expense of seeking protection in that court of its confidential material – and nothing in these  
18 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
19 disobey a lawful directive from another court.

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
22 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
23 the Receiving Party must immediately (a) notify in writing the Designating Party of the  
24 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected  
25 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
26 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and  
27  
28

1 Agreement to Be Bound” that is attached hereto as Exhibit A.

2 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**  
3 **MATERIAL**

4 The inadvertent production by any of the undersigned Parties or non-Parties to the  
5 Proceedings of any document, testimony or information during discovery in this litigation without a  
6 “CONFIDENTIAL” designation, shall be without prejudice to any claim that such item is  
7 “CONFIDENTIAL” and such Party shall not be held to waive any rights by such inadvertent  
8 production. In the event that any document, testimony or information that is subject to a  
9 “CONFIDENTIAL” designation is inadvertently produced without such designation, the Party that  
10 inadvertently produced the document shall give written notice of such inadvertent production within  
11 twenty (20) days of discovery of the inadvertent production, together with a further copy of the  
12 subject document, testimony or information designated as “CONFIDENTIAL”. Upon receipt of  
13 such an inadvertent production notice, the Party that received the inadvertently produced document,  
14 testimony or information shall promptly destroy the inadvertently produced document, testimony or  
15 information and all copies thereof, or, at the expense of the producing Party, return such together  
16 with all copies of such document, testimony or information to counsel for the producing Party and  
17 shall retain only the “CONFIDENTIAL” materials. Should the receiving Party choose to destroy  
18 such inadvertently produced document, testimony or information, the receiving Party shall notify the  
19 producing Party in writing of such destruction within ten (10) days of receipt of any written notice of  
20 the inadvertent production. This provision is not intended to apply to any inadvertent production of  
21 any document, testimony or information protected by attorney client or work product privileges. In  
22 the event that this provision conflicts with any applicable law regarding waiver of confidentiality  
23 through the inadvertent production of documents, testimony or information, such law shall govern.

23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
25 its modification by the court in the future.

26 //

1           12.2   Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
2 no Party waives any right it otherwise would have to object to disclosing or producing any  
3 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
4 Party waives any right to object on any ground to use in evidence of any of the material covered by  
5 this Protective Order.

6           12.3   Filing Protected Material. Without written permission from the Designating Party or  
7 a court order secured after appropriate notice to all interested persons, a Party may not file in the  
8 public record in this action any Protected Material. Protected Material may only be filed under seal  
9 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Such -a  
10 sealing order will issue only upon a request establishing that the Protected Material at issue is  
11 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a  
12 Receiving Party's request to file Protected Material under seal is denied by the court, then the  
13 Receiving Party may file the Protected Material in the public record unless otherwise instructed by  
14 the court.

15           12.4   Deposition Transcripts. Pages of transcribed deposition testimony or exhibits to  
16 depositions that reveal Protected Material must be separately bound by the court reporter and may  
17 not be disclosed to anyone except as permitted under this Stipulated Protective Order.

### 18   **13.   FINAL DISPOSITION**

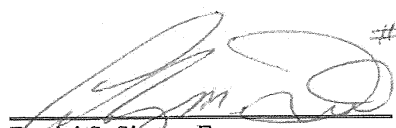
19           Within **60 days** after the final disposition of this action, as defined in paragraph 4, each  
20 Receiving Party **must return** all Protected Material to the Producing Party or destroy such material.  
21 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
22 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
23 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
24 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
25 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
26 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
27  
28

1 abstracts, compilations, summaries or any other format reproducing or capturing any of the  
2 Protected Material. Notwithstanding this provision, Counsel and insurance carriers are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
4 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
5 product, and consultant and expert work product, even if such materials contain Protected Material.  
6 Any such archival copies that contain or constitute Protected Material remain subject to this  
7 capturing any of the Protected Material. Any such archival copies that contain or constitute  
8 Protective Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

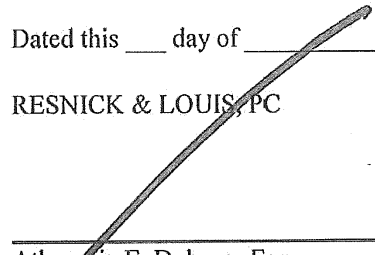
10  
11 Dated this 15<sup>th</sup> day of June, 2017.

12 SIMON LAW

13  #12207 for  
14 Daniel S. Simon, Esq.  
15 810 South Casino Center Blvd.  
16 Las Vegas, NV 89101  
17 Fax: 702-364-1655  
18 Attorney for Plaintiff


Dated this \_\_\_ day of \_\_\_, 2017.

RESNICK & LOUIS, PC

  
Athanasia E. Dalacas, Esq.  
5940 S. Rainbow Blvd.  
Las Vegas, NV 89118  
Attorney for Lange Plumbing, LLC

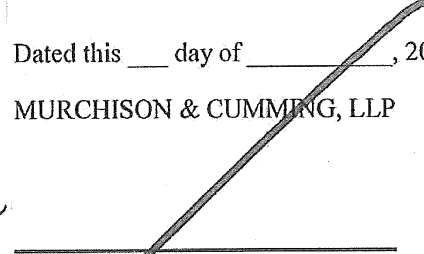
18  
19 Dated this 21<sup>st</sup> day of June, 2017.

20 CISNEROS & MARIAS

21   
22 JANET C. RANCOAST, ESQ.  
23 1160 Town Center Drive, Suite 130  
24 Las Vegas, Nevada 89144  
25 Attorney for Defendants/Third Party Plaintiffs  
26 The Viking Corporation & Supply Network, Inc.  
27 d/b/a Viking Supplynet

Dated this \_\_\_ day of \_\_\_, 2017.

MURCHISON & CUMMING, LLP

  
MICHAEL J. NUNEZ, ESQ.  
6900 Westcliff Drive, Suite 605  
Las Vegas, Nevada 89145  
Attorney for Third Party Defendant  
Giberti Construction, LLC

1 abstracts, compilations, summaries or any other format reproducing or capturing any of the  
2 Protected Material. Notwithstanding this provision, Counsel and insurance carriers are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
4 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
5 product, and consultant and expert work product, even if such materials contain Protected Material.  
6 Any such archival copies that contain or constitute Protected Material remain subject to this  
7 capturing any of the Protected Material. Any such archival copies that contain or constitute  
8 Protective Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10  
11 Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

12 SIMON LAW

13  
14 \_\_\_\_\_  
15 Daniel S. Simon, Esq.  
16 810 South Casino Center Blvd.  
17 Las Vegas, NV 89101  
18 Fax: 702-364-1655  
19 Attorney for Plaintiff

Dated this 15 day of June 2017.

RESNICK & LOUIS, PC

20  
21 \_\_\_\_\_  
22 Athanasia E. Dalacas, Esq.  
23 5940 S. Rainbow Blvd.  
24 Las Vegas, NV 89118  
25 Attorney for Lange Plumbing, LLC

19 Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

20 CISNEROS & MARIAS

21  
22 \_\_\_\_\_  
23 JANET C. PANCOAST, ESQ.  
24 1160 Town Center Drive, Suite 130  
25 Las Vegas, Nevada 89144  
26 Attorney for Defendants/Third Party Plaintiffs  
27 The Viking Corporation & Supply Network, Inc.  
28 d/b/a Viking Supplynet

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

MURCHISON & CUMMING, LLP

23  
24 \_\_\_\_\_  
25 MICHAEL J. NUNEZ, ESQ.  
26 6900 Westcliff Drive, Suite 605  
27 Las Vegas, Nevada 89145  
28 Attorney for Third Party Defendant  
Giberti Construction, LLC

1 abstracts, compilations, summaries or any other format reproducing or capturing any of the  
2 Protected Material. Notwithstanding this provision, Counsel and insurance carriers are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
4 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
5 product, and consultant and expert work product, even if such materials contain Protected Material.  
6 Any such archival copies that contain or constitute Protected Material remain subject to this  
7 capturing any of the Protected Material. Any such archival copies that contain or constitute  
8 Protective Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10  
11 Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

12 SIMON LAW

13  
14  
15 Daniel S. Simon, Esq.  
16 810 South Casino Center Blvd.  
17 Las Vegas, NV 89101  
Fax: 702-364-1655  
Attorney for Plaintiff

Dated this 5 day of June, 2017.

RESNICK & LOUIS, PC

Athanasia E. Dalacas  
Athanasia E. Dalacas, Esq.  
5940 S. Rainbow Blvd.  
Las Vegas, NV 89118  
Attorney for Lange Plumbing, LLC

18  
19 Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

20 CISNEROS & MARIAS

21  
22  
23 JANET C. PANCOAST, ESQ.  
24 1160 Town Center Drive, Suite 130  
25 Las Vegas, Nevada 89144  
26 Attorney for Defendants/Third Party Plaintiffs  
27 The Viking Corporation & Supply Network, Inc.  
28 d/b/a Viking Supplynet

Dated this 14 day of June, 2017.

MURCHISON & CUMMING, LLP

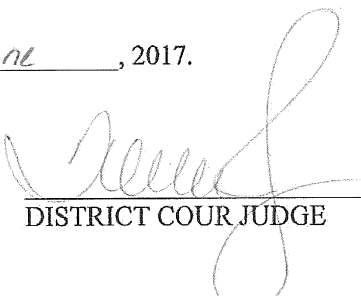
MICHAEL J. NUÑEZ  
MICHAEL J. NUÑEZ, ESQ.  
6900 Westcliff Drive, Suite 605  
Las Vegas, Nevada 89145  
Attorney for Third Party Defendant  
Giberti Construction, LLC

1 Edgeworth Family Trust, et. al. v. Lange Plumbing, LLC, et. al.

2 Case No.: A-16-738444-C  
3 Stipulated Protective Order

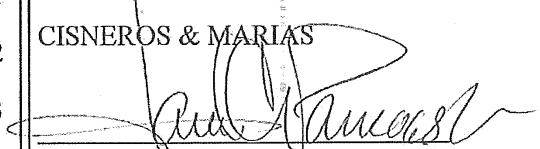
4 PURSUANT TO THE FOREGOING STIPULATION FOR PROTECTIVE ORDER, IT IS  
5 SO ORDERED.

6 DATED this 28<sup>th</sup> day of June, 2017.

7  
8   
9 DISTRICT COURT JUDGE

10  
11 Submitted by:

12 CISNEROS & MARIAS

13   
14 JANET C. PANCOAST, ESQ.  
15 1160 Town Center Drive, Suite 130  
16 Las Vegas, Nevada 89144  
17 Attorney for Defendants/Third Party Plaintiffs  
18 The Viking Corporation & Supply Network, Inc.  
19 d/b/a Viking Supplynet  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declares under the penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the Eighth Judicial District Court in Clark  
6 County, Nevada, on June 29, 2017, in the case of Edgeworth Family Trust, et al. v. Lange Plumbing,  
7 LLC, et al., Case No. A-16-738444-C. I agree to comply with and to be bound by all the terms of this  
8 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose  
9 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in  
10 any manner any information or item that is subject to this Stipulated Protective Order to any person or  
11 entity except in strict compliance with the provision of this Order.  
12

13 I further agree to submit to the jurisdiction of the Eighth Judicial District Court of Nevada,  
14 County of Clark for the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
15 enforcement proceedings occur after termination of this action.  
16

17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and telephone number] as  
19 my Nevada agent for service of process in connection with this action or any proceedings related to  
20 enforcement of this Stipulated Protective Order.

21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_  
23

24  
25 Printed name: \_\_\_\_\_  
26

27 Signature: \_\_\_\_\_  
28



## EXHIBIT 2

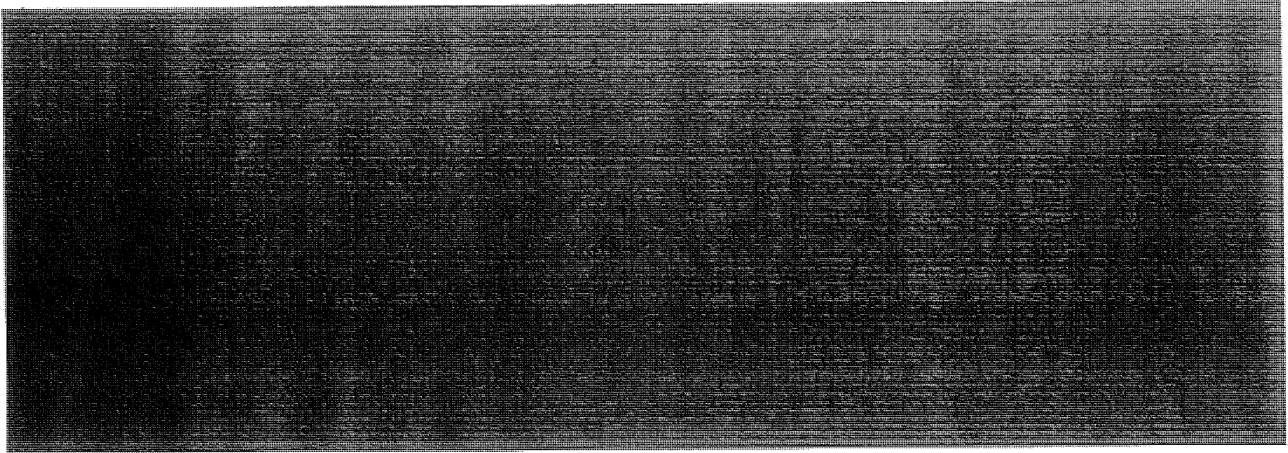
## Ashley Ferrel

---

**From:** Kendelee Works <kworks@christiansenlaw.com>  
**Sent:** Sunday, May 17, 2020 4:24 PM  
**To:** Patricia Lee  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Simon v. Edgeworth et al: underlying client file  
**Attachments:** Edgeworth Stipulated Protective Order.pdf; ATT00001.txt

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.



**From:** Patricia Lee <plee@hutchlegal.com>  
**Date:** May 19, 2020 at 12:01:58 AM PDT  
**To:** Kendelee Works <kworks@christiansenlaw.com>  
**Cc:** "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** RE: Simon v. Edgeworth et al: underlying client file

Kendelelee: With respect to the Edgeworth defendants, they are presumably bound by the protective order and are absolutely entitled to receive all of the information that makes up their legal file per NRS 7.055. As they are parties to the Protective Order, which does not prevent them from being in possession of this information, we once again maintain that the entirety of the file must be produced prior to the expiration of the 5-day notice. As counsel for the Edgeworths, we will analyze the information produced (once it's finally produced) to determine which portions are arguably within the scope of the executed Protective Order and will conduct ourselves accordingly. In short, the Protective Order cannot be an excuse for withholding the entirety of the file. In closing, we will expect the entirety of the file prior to the expiration of the 5-day notice. Thank you.

Best regards,

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

**From:** Kendelee Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Sunday, May 17, 2020 4:24 PM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Simon v. Edgeworth et al: underlying client file

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of

course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.

Patricia Lee

Partner

[HS

logo]<[https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fhutchlegal.com%2f&c=E,1,yo2RwmlI8Co8OZcSA6SulkkvOWcp3NX8qM2vvdHr914XRvvN5gUPB4NDjVTJbgdx\\_ITTyccrjyJeRQ8zPppho6bgVPkExU2ddXmAN8jih6\\_tzrWu&typo=1](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fhutchlegal.com%2f&c=E,1,yo2RwmlI8Co8OZcSA6SulkkvOWcp3NX8qM2vvdHr914XRvvN5gUPB4NDjVTJbgdx_ITTyccrjyJeRQ8zPppho6bgVPkExU2ddXmAN8jih6_tzrWu&typo=1)>

HUTCHISON & STEFFEN, PLLC

(702) 385-2500

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fhutchlegal.com&c=E,1,cRiERkp9asyMf9da1Eez-TkgyK9xpnev6jW1kBUxNGSQ7cJZAAf0EK8hFMNQHsKhI6rX-ptGKeMd8xfV4NB0UYGVvmSmzkNNxc3HE4osCK4r3D8u&typo=1>

<[https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyYy7g-PD4-eUB1t\\_oi-3GheG5gB\\_gVQouOEzbzZEbZUwcxggb6A5D0blhHeBbegA60hVIIJ09SNGOku5B6neVVH1h2LorQQw9YpGSHF3Vgh2U1VxINee8,&typo=1](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyYy7g-PD4-eUB1t_oi-3GheG5gB_gVQouOEzbzZEbZUwcxggb6A5D0blhHeBbegA60hVIIJ09SNGOku5B6neVVH1h2LorQQw9YpGSHF3Vgh2U1VxINee8,&typo=1)>

<[https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyYy7g-PD4-eUB1t\\_oi-3GheG5gB\\_gVQouOEzbzZEbZUwcxggb6A5D0blhHeBbegA60hVIIJ09SNGOku5B6neVVH1h2LorQQw9YpGSHF3Vgh2U1VxINee8,&typo=1](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyYy7g-PD4-eUB1t_oi-3GheG5gB_gVQouOEzbzZEbZUwcxggb6A5D0blhHeBbegA60hVIIJ09SNGOku5B6neVVH1h2LorQQw9YpGSHF3Vgh2U1VxINee8,&typo=1)>

Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

**Ashley Ferrel**

---

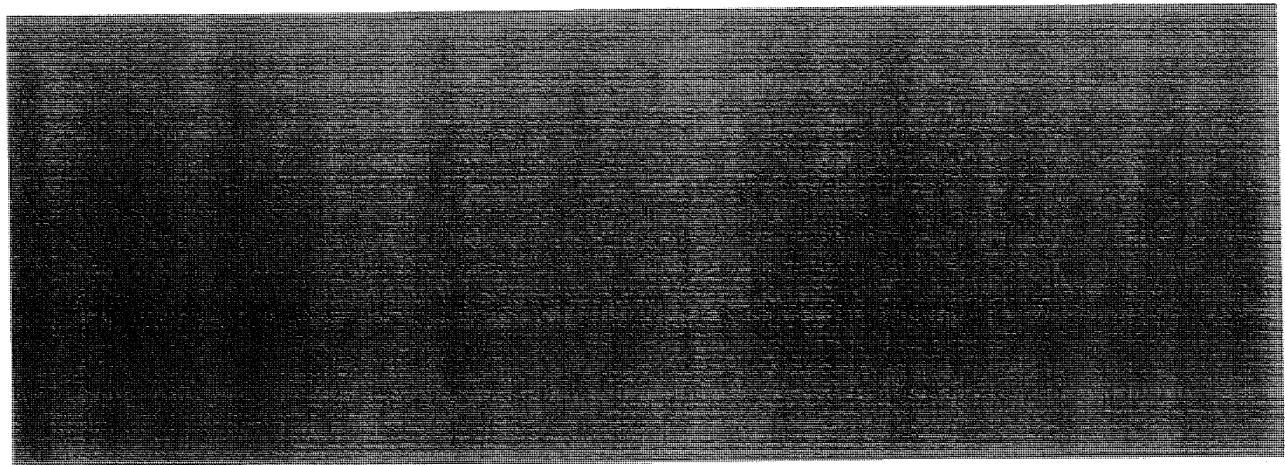
**From:** Kendelee Works <kworks@christiansenlaw.com>  
**Sent:** Friday, May 22, 2020 9:40 AM  
**To:** Patricia Lee  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file  
**Attachments:** Exhibit A.pdf; ATT00001.htm

Patricia,

We understand that the Edgeworths are a party to the Protective Order and thus, bound by its terms. However, section 7.1 makes clear that a party in receipt of protected materials may only use such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,  
KLW



**From:** Patricia Lee <plee@hutchlegal.com>  
**Date:** May 22, 2020 at 4:40:31 PM PDT  
**To:** Kendelea Works <kworks@christiansenlaw.com>  
**Cc:** "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain  
<jcrain@christiansenlaw.com>  
**Subject:** RE: Simon v. Edgeworth et al: underlying client file

Kendelea: Please arrange to have the file mailed directly to Mr. Edgeworth at the following address:

Brian Edgeowrth  
American Grating  
1191 Center Point Drive  
Henderson, Nevada 89074

You may send the bill for the carrier or postage to my attention for payment, or, alternatively, we can arrange for Fed Ex to pick it up for delivery directly to Mr. Edgeworth, whichever you prefer. As we will not be receiving any portion of the file, my firm does not need to execute a wholesale agreement with respect to the Protective Order. In any event, the terms of the Protective Order itself mandates that Mr. Simon's office return or destroy all CONFIDENTIAL information produced within 60 days of the conclusion of the dispute. My understanding is that the underlying dispute has been concluded for some time. It is therefore unclear what documents you would even still have in your possession that would be deemed "Protected."

In any event, we will not be dispatching anyone to your office as we are carefully minimizing our staff's exposure to third party situations in light of COVID. Please let me know if you would like us to arrange Fed Ex pick up for delivery to Mr.

Edgeworth. Otherwise, please have it mailed via carrier to Mr. Edgeworth and send us the bill for such delivery. Thank you.

Best regards,

**From:** Kendelea Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 3:40 PM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

On May 22, 2020, at 10:28 AM, Patricia Lee <PLee@hutchlegal.com> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

**From:** Kendelea Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 10:15 AM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

To be clear, are you refusing to sign off on the Acknowledgment and be bound by the protective order?

On May 22, 2020, at 9:51 AM, Patricia Lee  
<PLee@hutchlegal.com> wrote:

Kendeleee: You may produce the protected portions of the Edgeworth's file (which, based on the definitions set forth in the Protective Order are likely limited) directly to them as they are under the protective order. We will expect full production of the Edgeworth's legal file today. Thank you.

Best regards,

**From:** Kendeleee Works [mailto:kworks@christiansenlaw.com]  
**Sent:** Friday, May 22, 2020 9:40 AM  
**To:** Patricia Lee <PLee@hutchlegal.com>  
**Cc:** Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

Patricia,

We understand that the Edgeworths are a party to the Protective Order and thus, bound by its terms. However, section 7.1 makes clear that a party in receipt of protected materials may only use such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.



We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,  
KLW

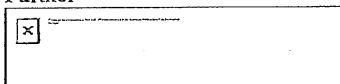
Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)

**Notice of Confidentiality:** The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

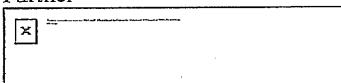
Patricia Lee  
Partner



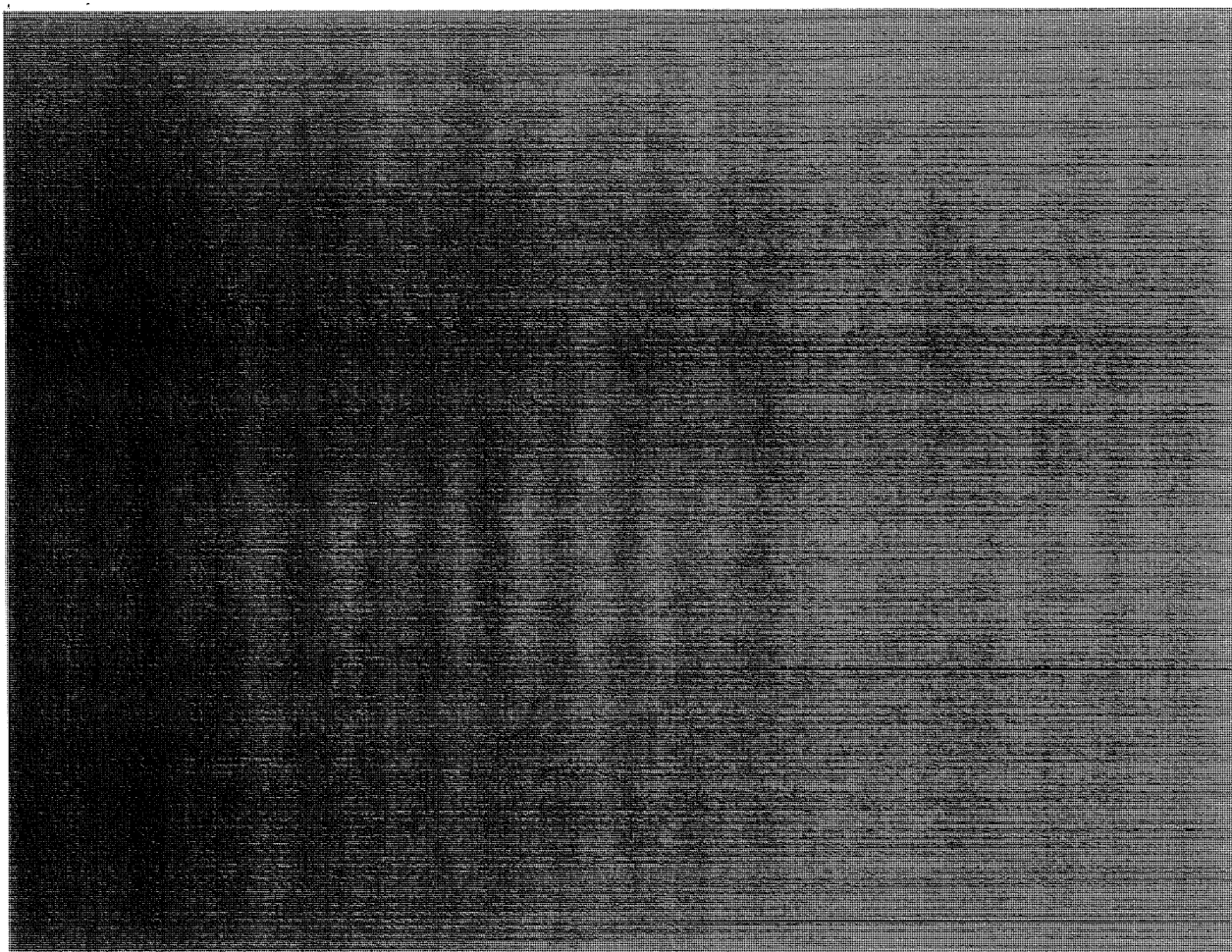
HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)

**Notice of Confidentiality:** The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)



**From:** Patricia Lee <PLee@hutchlegal.com>  
**Subject:** RE: Simon v. Edgeworth et al: underlying client file  
**Date:** May 27, 2020 at 2:37:51 PM PDT  
**To:** "Peter S. Christiansen" <pete@christiansenlaw.com>  
**Cc:** Jonathan Crain <jcrain@christiansenlaw.com>, Kendelee Works  
<kworks@christiansenlaw.com>

Mr. Christiansen: We will inform our client that their attorney file, sans documents clearly marked "Confidential," should be received by them shortly. It is my understanding that the "action" to which the Protective Order pertains is the underlying products defect action, not the unrelated attorneys' lien matter which involves different parties and different issues. It is therefore perplexing that you still consider the litigation to which the Protective Order clearly applies, to still be "ongoing." In any event, I appreciate your office finally agreeing to turn over those parts of the file that are not deemed "Confidential," (which is what I suggested at the outset when initially confronted with the "Protective Order") and depositing the balance

with the Court. As for my comment, "I'm not refusing anything," it was not an agreement that I would sign a blanket protective order with language subjecting my firm to liability. If you read the rest of my email, it was actually me that was trying to seek clarification about your firm's position with respect to the Edgeworths' legal file (which was to be produced by the 14<sup>th</sup> per the agreement of the parties).

As for my demands and threats, they are neither baseless nor "threatening." It is your firm's actions that have triggered the need for repeated extra-judicial intervention by my firm. Indeed, right out of the gate your firm, after waiting 3 months to serve a complaint, ran to court with your "hair on fire" demanding that my clients turn over all of their personal electronic devices for full imaging by a third party, with absolutely zero explanation as to the "emergency" or any explanation as to why extraordinary protocols were even warranted. When I asked about it during our call, you retorted that "this was not the time nor place to discuss these issues." When presented with a different preservation protocol, that still contemplated full imaging of "all" electronic devices, I followed up with a series of clarifying questions, which have gone unanswered by your firm to date.

Next, your firm files a completely untenable opposition to Ms. Carteen's routine *pro hac vice* application, which I tried to resolve with your associate outside of the need for further motion practice, which attempts were solidly rebuffed by your office.

Finally, the simple act of providing a former client with his or her file has somehow become unnecessarily complicated by the introduction of a "Protective Order" which your office insisted that my firm execute prior to the production of the same. The Edgeworths are absolutely entitled to their legal file without the need to propound discovery. Thank you for finally agreeing to send it.

It is clear that your office is taking a scorched earth approach to this litigation in an attempt to inflate costs and wage a war of attrition. Mr. Simon, who is likely the author of many if not all of the pleadings and papers being generated on your end, has the luxury of being an attorney and can therefore better manage and control costs

on his end, and use his abilities to vexatiously multiply the proceedings to the material detriment of my clients.

As I have stated from the first time that you and I spoke on the phone, it is always my goal to work cooperatively with opposing counsel so long as doing so does not prejudice my client. Reciprocally, I would expect the same professionalism on the other end. Thanks Peter.

Best regards,

**From:** Peter S. Christiansen [<mailto:pete@christiansenlaw.com>]  
**Sent:** Wednesday, May 27, 2020 12:57 PM  
**To:** Patricia Lee <[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>  
**Cc:** Jonathan Crain <[jcrain@christiansenlaw.com](mailto:jcrain@christiansenlaw.com)>; Kendelee Works <[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)>  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

Ms. Lee:

Your erratic and inconsistent emails make responding rationally difficult. You first demanded we turn the Edgeworth file over to you ASAP and followed with a series of threats. When we agreed to turn over the file but noted there was a protective order in place you responded that because your client is bound by the order there should be no issue providing you with the entire file, including the confidential protected material. We then pointed out that use of the confidential material was limited to the underlying litigation and counsel of record in that particular case, which you were not. You then stated you were not refusing to "sign anything," seemingly indicating you would sign the Acknowledgement and agreement to be bound. When we sent the Stip for you to sign you then pivoted and DEMANDED we send the entire file to the Edgeworths via mail b/c your office is observing covid protocol (which is funny in light of your ridiculous timed demands for the file forcing my office to work).

While we are willing to provide the Edgeworth's with their file (despite that discovery has not yet begun and there remains a charging lien in place), my client is bound by a protective order which it has become apparent you are attempting to circumvent (perhaps in an attempt to conjure up another baseless counterclaim or frivolous accusations against my client). Further, you stated that it was your understanding that the underlying dispute has been concluded for some time and you are unclear what documents we would have in our possession that would be deemed "protected." Your understanding is incorrect. Pursuant to the protective order, these documents are only supposed to be destroyed within 60 days of the final

disposition of the "action." Since the fee dispute litigation is ongoing, these documents have not been destroyed.

As a result, we will mail the Edgeworths the file without the protected confidential material. If you want to sign the Acknowledgment and agree to be bound, we will produce the entire file. Short of that, we intend to deposit the balance of the file with the clerk and seek the court's guidance as to how to proceed. That will of course require input from counsel for both Lange and Viking (Mr. Parker and Mr. Henriod).

Lastly, please refrain from any further baseless demands, threats and personal attacks in this matter. We prefer to proceed professionally so that we may all litigate this case on the merits.

Thanks,

PSC

Peter S. Christiansen, Esq.  
Christiansen Law Offices  
810 S. Casino Center Boulevard  
Las Vegas, NV 89101  
Phone (702) 240-7979  
Fax (866) 412-6992

This email is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, or the employee or agent responsible for delivering the email to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

---

**From:** Patricia Lee <PLee@hutchlegal.com>  
**Sent:** Wednesday, May 27, 2020 8:52 AM  
**To:** Kendelea Works  
**Cc:** Peter S. Christiansen; Jonathan Crain  
**Subject:** Re: Simon v. Edgeworth et al: underlying client file

Please confirm that you have mailed the Edgeworth's legal file.

Best regards,

Sent from my iPhone

On May 22, 2020, at 3:40 PM, Kendelea Works  
<[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)> wrote:

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

On May 22, 2020, at 10:28 AM, Patricia Lee  
<[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

From: Kendelea Works  
[mailto:[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)]  
Sent: Friday, May 22, 2020 10:15 AM  
To: Patricia Lee <[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>

Cc: Peter S. Christiansen <[pete@christiansenlaw.com](mailto:pete@christiansenlaw.com)>;  
Jonathan Crain <[jcrain@christiansenlaw.com](mailto:jcrain@christiansenlaw.com)>  
Subject: Re: Simon v. Edgeworth et al: underlying client  
file

To be clear, are you refusing to sign off on the  
Acknowledgment and be bound by the protective  
order?

On May 22, 2020, at 9:51 AM,  
Patricia Lee  
<[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)> wrote:

Kendeleee: You may produce  
the protected portions of the  
Edgeworth's file (which, based  
on the definitions set forth in  
the Protective Order are likely  
limited) directly to them as  
they are under the protective  
order. We will expect full  
production of the Edgeworth's  
legal file today. Thank you.

Best regards,

**From:** Kendeleee Works  
[mailto:[kworks@christiansenlaw.com](mailto:kworks@christiansenlaw.com)]  
**Sent:** Friday, May 22, 2020 9:40 AM  
**To:** Patricia Lee  
<[PLee@hutchlegal.com](mailto:PLee@hutchlegal.com)>  
**Cc:** Peter S. Christiansen  
<[pete@christiansenlaw.com](mailto:pete@christiansenlaw.com)>; Jonathan  
Crain <[jcrain@christiansenlaw.com](mailto:jcrain@christiansenlaw.com)>  
**Subject:** Re: Simon v. Edgeworth et al:  
underlying client file

Patricia,

We understand that the Edgeworths  
are a party to the Protective Order  
and thus, bound by its  
terms. However, section 7.1 makes  
clear that a party in receipt of  
protected materials may only use

such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section

7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,  
KLW



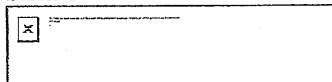
Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)

**Notice of Confidentiality:** The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

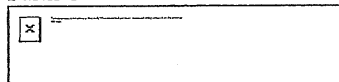
Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)

**Notice of Confidentiality:** The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

Patricia Lee  
Partner



HUTCHISON & STEFFEN, PLLC  
(702) 385-2500  
[hutchlegal.com](http://hutchlegal.com)

**Notice of Confidentiality:** The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

Patricia Lee  
Partner

*Steven D. Grierson*

**RIS**  
MORRIS LAW GROUP  
Steve Morris, Bar No. 1543  
Rosa Solis-Rainey, Bar No. 7921  
801 S. Rancho Dr., Ste. B4  
Las Vegas, NV 89106  
Telephone: (702) 474-9400  
Facsimile: (702) 474-9422  
Email: sm@morrislawgroup.com  
Email: rsr@morrislawgroup.com

Attorneys for Defendant  
Edgeworth Family Trust and  
American Grating, LLC

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC,

Plaintiffs,

v.

LANGE PLUMBING, LLC ET AL.,

Defendants.

) Case No: A-16-738444-C  
) Dept. No: X

) HEARING DATE: 5/27/21  
) HEARING TIME: 9:30 AM

EDGEWORTH FAMILY TRUST;  
AMERICAN GRATING, LLC,

Plaintiffs,

v.

DANIEL S. SIMON, AT AL.,

Defendants.

) Case No: A-18-767242-C  
) Dept. No. X

) EDGEWORTHS' REPLY IN  
) SUPPORT OF MOTION  
) FOR ORDER RELEASING  
) CLIENT FUNDS AND  
) REQUIRING THE  
) PRODUCTION OF  
) COMPLETE CLIENT FILE  
) HEARING REQUESTED

## INTRODUCTION

### Simon's Tactics to Delay and Increase the Burden and Expense of Litigation

Simon's Opposition gives with one hand what it takes with the other. On the one hand, Simon acknowledges he "agreed" to transfer the funds into the Morris Law Group Trust Account yet has done nothing to effectuate it. Now, he questions even the Court's authority to change the "bilateral" agreement for deposit of the subject funds that Simon strong-armed his clients into, despite previously telling another district court (former Judge Jim Crockett) that the funds were being held *on order of the Court* (see Ex. M to Motion for Order to Release Funds/File. Rather than address the unreasonableness of maintaining that position given the changed nature of the dispute and the completed appellate proceedings, Simon relies on the obsolete initial dispute, without offering any authority to support not transferring the funds in trust, as he recently agreed to do.

With respect to the Edgeworths' case file, Simon again obfuscates rather than offer a solution, which is simple: produce the Edgeworths' file as Nevada law requires since adequate security is in place. Ordering production of the file is well within this Court's authority. Given Simon's tactics of avoiding his legal obligations, it is no wonder this litigation is now going into its fourth year.

### A. THE CLIENTS' FUNDS SHOULD NOT BE IN SIMON'S CONTROL

It is ironic that Simon now questions the Court's authority to permit the transfer of funds because transfer would change what Simon calls the "bilateral agreement" between the parties. Opp'n at 9:22-26. This is especially true since Simon has been reporting to another district court that *"the Court ordered that the money should not be distributed pending appeal."*

See Ex. M to Motion, Excerpts of Simon's Opp'n to Edgeworths' Special Mot. to Dismiss in Case No. A-19-807433-C at 11:20-21 (emphasis added); *id* at 27:22-23 ("... Judge Jones *ordered the funds remain in the account*" (emphasis added)); *see also* Ex. N, Excerpts of Simon's Opp'n to Vannah's NRCP 12(b)(5) Mot. to Dismiss at 13:9-10 ("*Simon is following the District Court order* to keep the disputed funds safe . . ."). The "bilateral" agreement that Simon is presumably referring to is the joint Special Trust Account established when he fought to have some control over the "disputed funds." Simon does not have a duty to "protect funds" as he thoughtlessly claims: the "disputed funds" would have been just as secure in Vannah's Trust Account, and Simon's interests would have been adequately protected, but he would not agree to that, and the Special Trust Account was established to disburse funds that are in excess of the amount needed to secure his lien.

Despite expressing a willingness to work "collaboratively," Simon has declined to work with the Edgeworths' counsel, as demonstrated below:

May 3	Request to transfer funds and release uncontested portions.	Ex. C to Motion to Release Funds/File.
May 4	Telephone discussion, explained "rush" was to get the matter before the court if agreement still could not be reached.	Solis-Rainey Decl. ISO Motion at ¶ 7
May 4	Edgeworths' counsel agreed to wait till end of week for response	<i>See</i> Ex. Q
May 11	Follow-up request sent to counsel.	Ex. O to Motion
May 13	Edgeworths' Motion re Release of Funds/File filed	
May 13	<i>After</i> motion filed, letter from Simon's counsel received saying "he did not see a fundamental problem with moving contested	Attached hereto as Ex. Q.

	funds . . . " and would "contact [Edgeworths' counsel] next week on the issue."	
May 13	Response to Simon, confirming all bank needed for transfer was signed letter authorizing it.	Attached hereto as Ex. R
May 18	Follow-up email sent to Simon's counsel with sample letter that would satisfy bank	Attached hereto as Ex. S

To date, nearly three weeks after Morris Law Group's initial request, Simon has not responded with the letter that would enable transfer of the trust funds. And although he flippantly says "if there is an overage it can be withdrawn," (Opp'n at 8:26-27) the reality is that given his delays and positing a false issue about the Court's authority over the account, it is unlikely anything can be done with the account until the Court orders him to transfer it so disputed funds can be maintained in the Morris Law Group Trust Account. The rest can be disbursed to the Edgeworths. This is not an issue of protecting funds for his lien security: rather, Simon is just trying to force the Edgeworths to pay him what he wants and give up their appeal rights in this case **and** in the pending defamation case Simon filed that is not before this Court. The Court should not permit him to hold the Edgeworths' funds hostage any longer.

Simon's suggestion that the Court is without authority to resolve a dispute about the "bilateral" agreement is meritless. Opp'n at 9:22-26. Courts resolve such disputes daily; they are often required to adjudicate competing claims about the meaning and scope of "bilateral agreements."

#### **B. THE ENTIRE CLIENT FILE MUST BE RELEASED**

##### **1. Simon's "Retaining Lien" Does Not Immunize Him From Producing the Edgeworths' Complete Case File.**

Judicial intervention is needed now to stop Simon's ever-increasing gamesmanship with the Edgeworths' client file. Having presumably abandoned his earlier claim that NRS 7.055 did not apply because he was not a "discharged" lawyer, Simon is back to contending it does not apply because he hasn't been paid. But Simon is more than adequately secured, and that is all Nevada law requires. *Morse v. Eighth Judicial District Court*, 65 Nev. 275, 291, 195 P.2d 199, 206–07 (1948) (recognizing that "a district court should have no trouble in fixing a proper amount for bond or other security and in passing on the sufficiency thereof.") ; *Figliuzzi v. Eighth Judicial Dist.*, 111 Nev. 338, 343, 890 P.2d 798, 801 (1995) (recognizing "substitute payment or security" satisfies statute (citing *Morse*)).

**2. The Non-Disclosure Agreement Does Not Excuse Production of the File.**

Simon should not be permitted to wield the non-disclosure agreement (NDA) as a sword. The protective order, which has the NDA, as is typical, was an agreement between "Plaintiffs on the one hand, and Viking Defendants and Lange . . . to prevent the unnecessary disclosure or dissemination of such confidential, proprietary, or trade secret information." NDA at 3. The Edgeworth entities are the "Parties" referenced, and are bound by it. That issue was raised by Simon's counsel in 2020 and resolved. Simon signed the NDA only as counsel to the Edgeworths. NDA at 14. The NDA itself contemplates that a Court may be called upon for documents subject to the NDA, and provides for notice to the other parties, which Simon has given. *See* Ex. 2, 5/22/20 at 9:40 a.m. Email from K. Works to Patricia Lee.

Another evasive shift in Simon's NDA argument: in 2020 Simon claimed that the "confidential" documents had **not** been destroyed as provided in the NDA because issues remained open and thus the file was

1 not closed. Ex. 2; 5/27/20 12:57 p.m. Email from P. Christiansen to P. Lee.  
2 Now, in this Opposition he nonsensically suggests that portions of the file  
3 could never be turned over because "case against Viking and Lange is over,  
4 *thus there can be no disclosure . . .*" Opp'n at 6:11-12. More importantly, this  
5 shifting line of argument is an excuse for acting irresponsibly, as is evident  
6 from the fact the Edgeworths confirmed to Simon's counsel that they were  
7 not looking for confidential Viking or Lange Plumbing data. Motion Ex. O,  
8 at 1 ("the Edgeworths are not seeking tax returns or proprietary company  
9 information from Viking or Lange, though I do believe it should be  
10 preserved"). The NDA and the concept of confidentiality simply do not  
11 provide immunity for Simon to avoid the full production required by NRS  
12 7.055.

13 **3. The Alleged Burden of Production is of Simon's Own Making**  
14 **and Does Not Excuse his Legal Duty to Produce the File.**

15 The "burden" excuse offered by Simon should be rejected. Simon  
16 claimed that he had already produced all email in the case for which his  
17 firm billed. Mot. to Release Funds/File at 5; Ex. O to same at 197. And as  
18 pointed out in the exchanges with his counsel, producing complete emails is  
19 much easier than attempting to de-duplicate them manually. Since Simon  
20 has already gone through all the emails, all he has to do is place the  
21 remaining .pst files onto a hard drive. NRS 7.055 does not allow a lawyer to  
22 choose which portions of the file he must produce merely because the file  
23 was maintained in a way that now makes it inconvenient for the lawyer to  
24 produce it.

25 **4. Simon's Other Excuses are also Wrong**

26 As to his other excuses, Simon is flat wrong. Simon says that beyond  
27 the NDA issue, the Edgeworths "have not disclosed with any specificity how  
28 they believe the file is not complete." Opp'n at 13; *but see*, Ex. I to Mot. to

1 Release Funds/File (providing a non-exhaustive list of missing items); and  
2 Ex. O (providing the clarification requested by Simon's counsel as to the  
3 file).

4 Simon's attempt to analogize the "Finger for Edgeworth" folder to a  
5 thumb drive is interesting, but unhelpful because the file was not produced  
6 on a thumb drive, or a "finger drive," but rather on a portable hard drive.  
7 The content of that folder is also *not* included on the "list of items on the  
8 drive sent to the Edgeworths." See Ex. T (snapshot of "Finger for Edgeworth"  
9 folder content).

10 Simon's opposition now says that "Simon agreed to deposit  
11 confidential items with the court *if* a motion was filed per 7.055(3)." Opp'n at  
12 5 – 6. In support of that statement, Simon relies on an older portion of an  
13 email thread where one of Pete Christiansen's colleagues said that, instead  
14 of the later email in the thread where Mr. Christiansen abandons that  
15 limitation. *Compare* 5/22/20 9:40 a.m. email from K. Works to P. Lee; to  
16 5/27/20 2:37 p.m. email from P. Christiansen to P. Lee, both found in  
17 Exhibit 2 to Plaintiff's Opposition (*not presented in chronological order*). The  
18 May 27 exchanges between Mr. Christiansen and Ms. Lee were the last in  
19 that thread and reflected the final agreement, as evidenced by the fact that a  
20 portion of the file was produced soon after. *Id.* Simon's claim that emails  
21 were cherry-picked is likewise false (Opp'n at 5:34); the email threads  
22 concerning the back-and-forth in 2020 were excerpted from his own emails;  
23 and Simon's entire exhibits on that point (in the order he offered them  
24 previously) were also cited. *See* Mot. to Release Funds/File at 3:23. In fact,  
25 Exhibit 2 to Simon's Opposition has the exact emails cited in the Motion, just  
26 combined into one exhibit instead of three as Simon presented them  
27 previously. The exhibits regarding this issue are also a good example of how  
28



1 the files were disorganized and often indecipherable, as the Edgeworths  
2 point out in the Motion.

3 **C. CONCLUSION**

4 Simon acknowledges that the Special Trust Account balance is well in  
5 excess of his exorbitant lien. That balance cannot be reasonably maintained  
6 today in view of the law of the case. He is not entitled to be over-secured.  
7 For the reasons set forth in the Motion and in this Reply, the Edgeworths  
8 respectfully ask that the Court enter an order requiring the transfer of the  
9 disputed settlement funds to the Morris Law Group trust account, to be held  
10 pending further order of the Court concerning distribution. Simon has not  
11 presented any credible reason as to why he should be permitted to hold  
12 funds that are in excess of what is necessary to secure his lien until the Court  
13 rules on the amount of the lien, as the Supreme Court has mandated.

14 The file requested by his former clients, who have been asking for the  
15 complete file since November 2017, should be produced now.

16  
17 MORRIS LAW GROUP

18 By: /s/ STEVE MORRIS  
19 Steve Morris, Bar No. 1543  
20 Rosa Solis-Rainey, Bar No. 7921  
21 801 S. Rancho Dr., Ste. B4  
22 Las Vegas, Nevada 89106

23 Attorneys for Defendants  
24 Edgeworth Family Trust and  
25 American Grating, LLC  
26  
27  
28

**MORRIS LAW GROUP**

801 S. RANCHO DR., STE. B4 · LAS VEGAS, NEVADA 89106  
702/474-9400 · FAX 702/474-9422

**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of MORRIS LAW GROUP, and that I caused the following to be served via the Court's mandatory e-filing and service system to those persons designated by the parties in the E-Service Master list for the above-referenced matter: **EDGEWORTHS' REPLY IN SUPPORT OF MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING THE PRODUCTION OF COMPLETE CLIENT FILE**

DATED this 21st day of May, 2021.

By: /s/ TRACI K. BAEZ

An employee of Morris Law Group

# EXHIBIT Q

May 13, 2021 Letter to Rosa Solis-Rainey from  
James R. Christensen

James R. Christensen Esq.  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Ph: (702)272-0406 Fax: (702)272-0415  
E-mail: jim@jchristensenlaw.com

May 13, 2021

*Via E-Mail*

Rosa Solis-Rainey  
Morris Law Group  
801 S. Rancho Drive Suite B4  
Las Vegas, NV 89106

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

Thank you for spending time on the phone with me on May 4 and for being flexible on the deadline expressed in your May 3<sup>rd</sup> letter.

As discussed, while I understand the position taken in your letter and most recent motion for reconsideration, it is not the only position. As explained during our call and as further explained in the counter motion to adjudicate the lien on remand, the state of the pleadings and the mandate can be reasonably interpreted such that the court could find along the lines offered by Will Kemp. In short, while you take the position the fees should be less, we take the position the fees should be higher. The funds remain in dispute.

However, as it appears clear that the court is confident in its current findings and the amount of the fee absent further order from the Supreme Court, I offered to move off our position and disburse funds per the court's existing orders, with a downward adjustment for the amount charged by Mr. Clark (as opposed to his retainer). While you were resistant to moving off your position during our call, please give it serious thought as a practical solution. Any further appeal keeps the funds in dispute.

As discussed, while the details need to be addressed, I do not see a fundamental problem with moving contested funds to your firm's trust account. It must be noted that because the contested funds are being moved from an interest-bearing account to an IOLTA account at your clients' request, Simon will not be responsible for any alleged delay claims/damages that would otherwise be offset by earned interest. I will contact you next week on this issue.

Thank you for your consideration of the above.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

*/s/ James R. Christensen*

**JAMES R. CHRISTENSEN**

JRC/dmc  
cc: Client(s)

# **EXHIBIT R**

May 13, 2021 Letter to James R. Christensen  
from Rosa Solis-Rainey

**MORRIS LAW GROUP**  
ATTORNEYS AT LAW

801 S. RANCHO DR., STE. B4  
LAS VEGAS, NV 89106  
TELEPHONE: 702/474-9400  
FACSIMILE: 702/474-9422  
WEBSITE: WWW.MORRISLAWGROUP.COM

May 13, 2021

VIA EMAIL: [jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)  
James R. Christensen  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C*

Dear Jim:

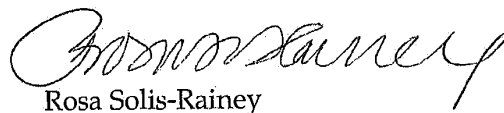
I am in receipt of your response, which you emailed to me shortly after my office filed the Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File. As I explained when we spoke on May 4th, the reason I requested a quick response from you was so that if we could not resolve the issue, we could file a timely motion and have the Court consider all issues in one proceeding.

While it was clear on May 4th that we would not reach agreement on disbursement, I waited for a response until the end of the week as agreed, in hopes we could resolve the transfer issue. Your offer to resolve the issue by accepting the Court's figures was not without strings. I understood that offer was contingent on my clients giving up their right to pursue the pending motion for reconsideration, and waiving all appeals, which was unacceptable.

Nonetheless, I appreciate that your client is now willing to transfer the funds into the Morris Law Group Trust account, which is also at Bank of Nevada. I understand that the transfer requires nothing more than a letter from Mr. Vannah and a letter from Mr. Simon authorizing the transfer. Given your client's contention that all funds are in dispute, we understand our obligation to maintain all funds in our Trust account pending receipt of Order from the Court authorizing disbursement.

Please send me the letter from your client authorizing the transfer as soon as possible. I look forward to working with you to get the transfer finalized. As always, if you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

  
Rosa Solis-Rainey

P00353

# **EXHIBIT S**

May 18, 2021 Follow-up Email to  
James R. Christensen with Sample Letter



## Rosa Solis-Rainey

---

**From:** Rosa Solis-Rainey  
**Sent:** Tuesday, May 18, 2021 11:48 AM  
**To:** 'jim@jchristensenlaw.com'  
**Subject:** Edgeworth adv. Simon - Transfer of Funds  
**Attachments:** 2021-05-18 Draft Letter to Bank of NV re Transfer Authorization.docx

Jim:

Following up on our exchange last week, and your agreement to transfer the funds, please provide me with a signed letter authorizing the transfer. I understand from our banker that the signed letter from your side and Mr. Vannah is all they need to effectuate the transfer, and that I may email the letters. For your convenience, attached is a draft listing Mr. Simon as the signer on the account, but if I am mistaken and if you are the signer on the account, please change the name.

This confirms that Morris Law Group agrees to hold all funds in our Trust account pending order from the court regarding the disposition of the funds.

Best regards,

Rosa Solis-Rainey  
**MORRIS LAW GROUP**  
801 S. Rancho Dr., Ste B4  
LAS VEGAS, NEVADA 89106  
(702) 474-9400 (Main)  
(702) 759-8321 (Direct)  
(702) 474-9422 (Fax)  
[rsr@morrislawgroup.com](mailto:rsr@morrislawgroup.com)  
[www.morrislawgroup.com](http://www.morrislawgroup.com)

*This e-mail is sent by a law firm and contains information that may be privileged and confidential. If you are not the intended recipient, please delete the e-mail and notify us immediately.*

May 18, 2021

Bank of Nevada  
2700 West Sahara Avenue  
Las Vegas, NV 89102

*Re: Edgeworth adv. Simon,  
Clark County Case Nos. A-16-738444-C and A-18-767242-C*

Dear Sir or Madam:

This letter constitutes authorization to transfer all of the funds held in the Joint Trust Account ending in 4141 into Morris Law Group's Trust Account and to close the Joint Trust Account.

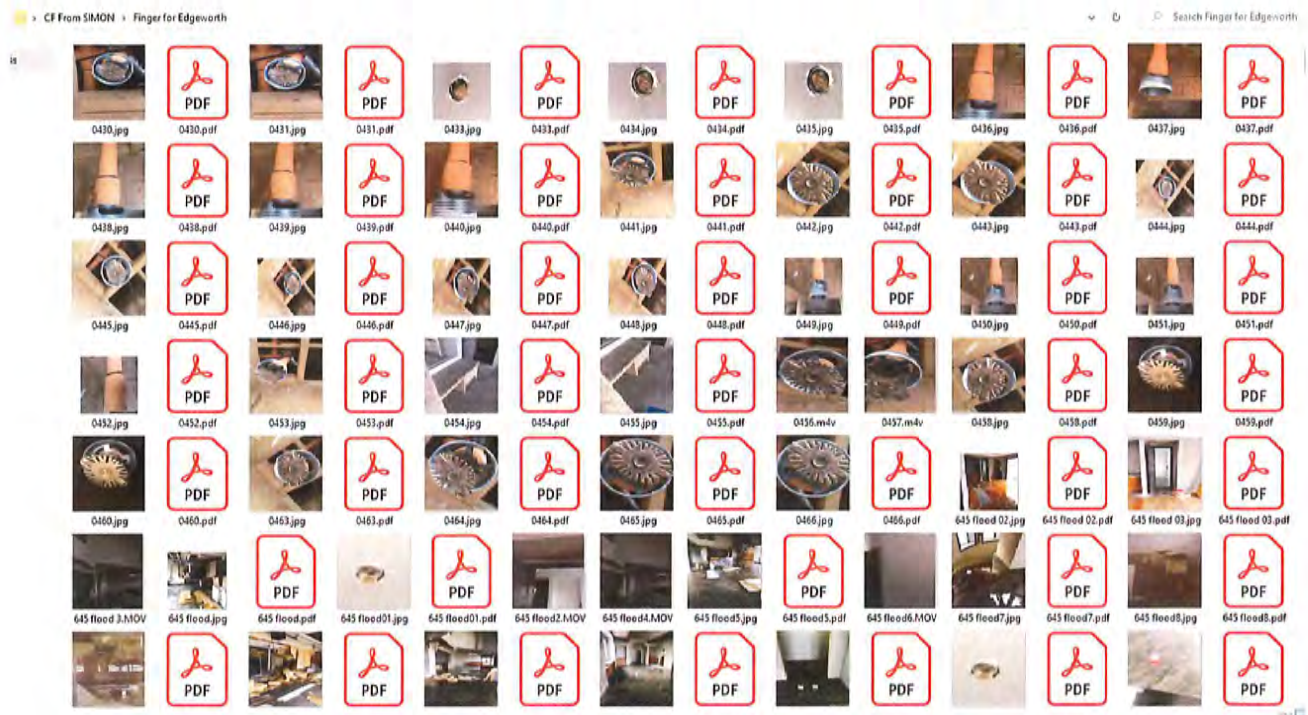
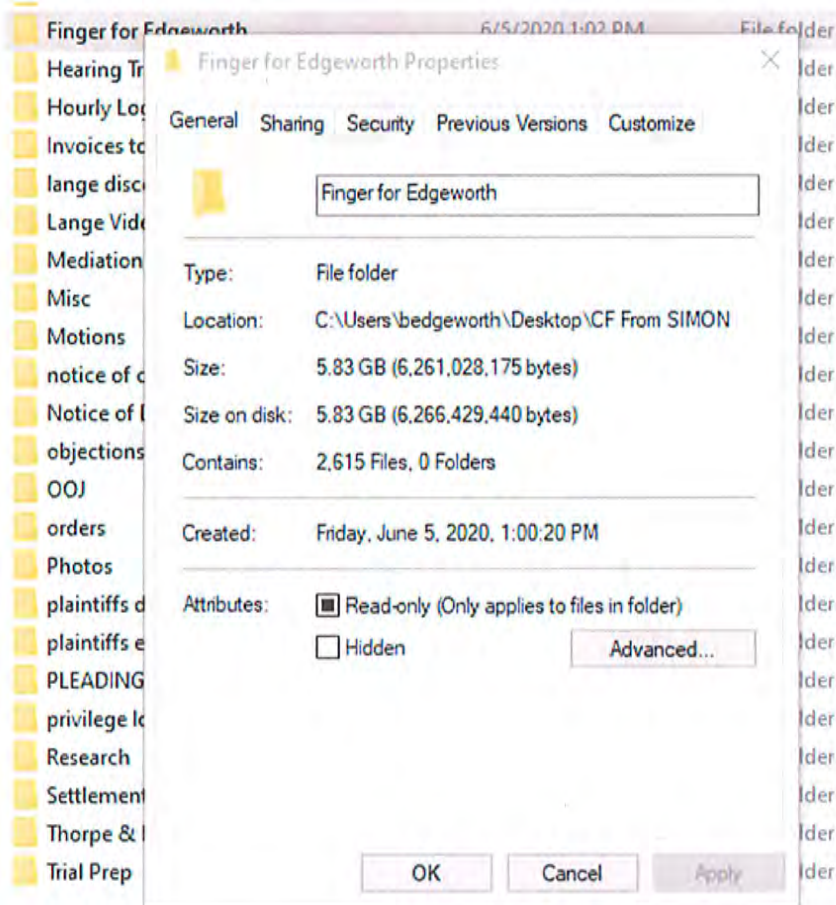
Sincerely,

Daniel S. Simon

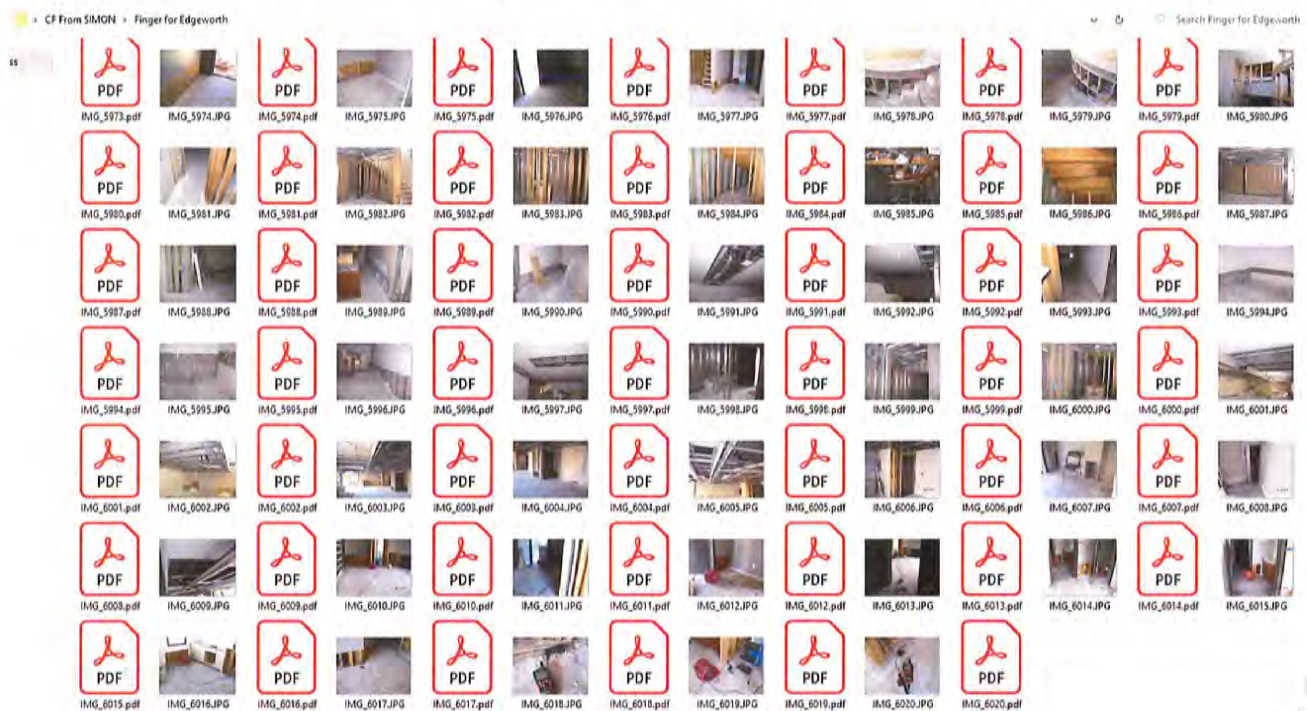
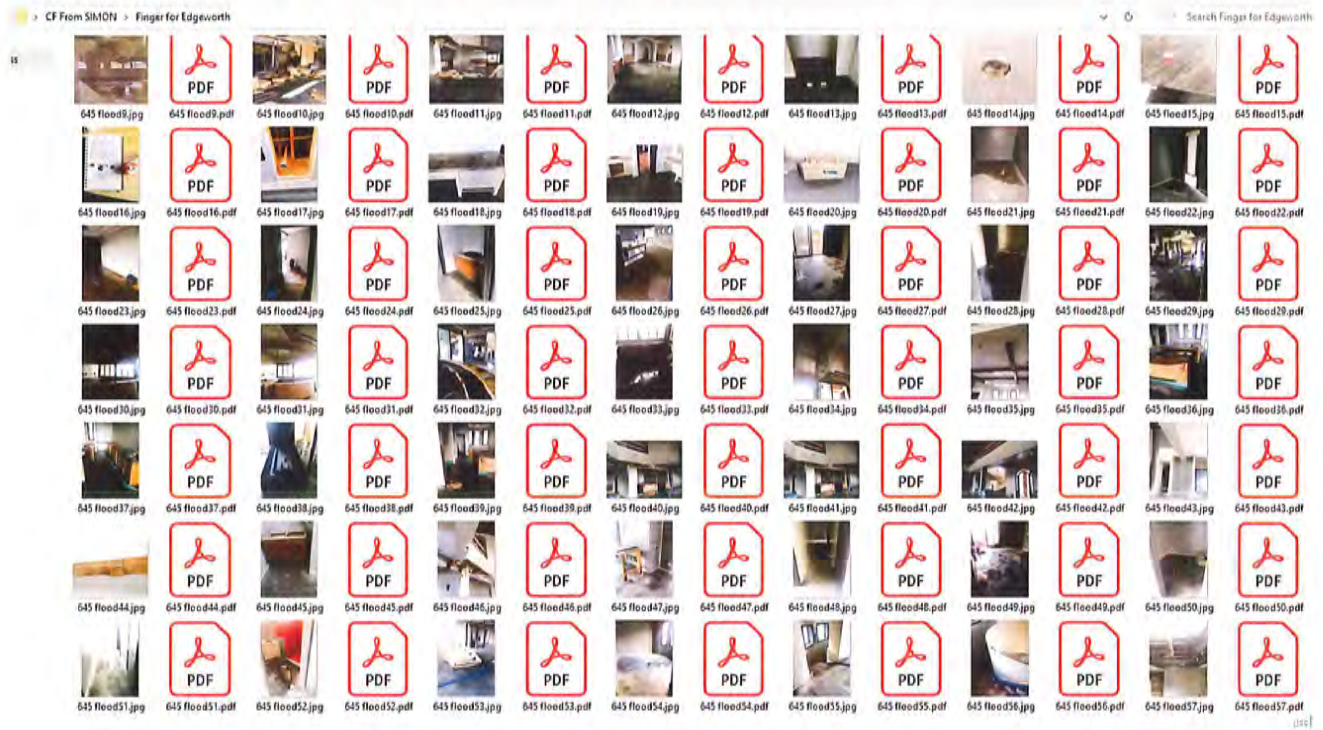
cc: James Christensen  
Rosa Solis-Rainey

# **EXHIBIT T**

Snapshot of "Finger for Edgeworth" Folder  
Content







IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,  
Petitioners,  
vs.  
THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA,  
IN AND FOR THE COUNTY OF  
CLARK; AND THE HONORABLE  
TIERRA DANIELLE JONES, DISTRICT  
JUDGE,  
Respondents,  
and  
DANIEL S. SIMON; AND THE LAW  
OFFICE OF DANIEL S. SIMON,  
Real Parties in Interest.

No. 84159

**FILED**

SEP 16 2022

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

*ORDER GRANTING PETITION IN PART AND DENYING PETITION IN  
PART*

This is an original petition for a writ of mandamus to release client funds in excess of an adjudicated lien amount and to direct the real parties in interest to release to petitioners their client file.

This petition stems from the ongoing dispute regarding real party in interest Daniel Simon's fee for services he provided to petitioners Edgworth Family Trust and American Grating, LLC (collectively, the Edgworths) as part of the settlement of a products liability action. The Edgworths challenge two separate issues in their petition: (1) the district court's decision to decline to release client funds being held in trust jointly by the parties for the purpose of satisfying Simon's fee above the amount it adjudicated during the pendency of appellate adjudication, and (2) the

district court's refusal to compel Simon to produce to the Edgeworths their complete client file. The Edgeworths seek a writ of mandamus to compel both acts.

*We consider the Edgeworths' petition only with respect to the file production issue*

Writ relief is an extraordinary remedy appropriate when no plain, speedy, or adequate legal remedy exists. *See* NRS 34.170. Generally, we consider a party's ability to appeal from a final judgment an adequate legal remedy that precludes writ relief. *Pan v. Eighth Judicial Dist. Court*, 120 Nev. 222, 225, 88 P.3d 840, 841 (2004). It is the petitioner's burden to demonstrate that writ relief is appropriate, *id.* at 228, 88 P.3d at 844, and it is within this court's sole discretion to decide whether to entertain a petition for writ relief, *Smith v. Eighth Judicial Dist. Court*, 107 Nev. 674, 677, 818 P.2d 849, 851 (1991).

Having considered the petition and its supporting documentation, as well as the answer and reply, we are not persuaded that it is necessary to entertain the Edgeworths' petition with respect to the district court's refusal to release a certain portion of the Edgeworths' client funds being held jointly in trust. Namely, we are unpersuaded that no adequate legal remedy exists to address the district court's decision. Instead, we conclude the opposite is true in that pending a final decision regarding the fee dispute matter and, after all appellate remedies are exhausted, any funds not awarded to Simon will be disbursed to the Edgeworths. Because the issue of Simon's appropriate fee is still being litigated, and because the Edgeworths have not proffered any compelling reason that access to those funds is presently needed, extraordinary intervention is unwarranted.



Regarding the second issue, we conclude that the Edgeworths' have satisfactorily shown that an adequate legal remedy does not exist to challenge the district court's refusal to compel Simon to produce their complete client file and therefore choose to entertain their petition regarding this issue. We previously dismissed the Edgeworths' appeal with respect to the file production issue, concluding that the order in which the district court denied production was not a final order from which an appeal could be taken. *See Edgeworth Fam. Tr. v. Simon*, Nos. 83258/83260 (Nev. Dec. 13, 2021) (Order Consolidating and Partially Dismissing Appeals). Thus, no adequate legal remedy exists to address this issue. Further, Simon's argument regarding the possibility of potential further motion practice before the district court is unpersuasive in demonstrating that an adequate legal remedy exists.

Therefore, we deny the Edgeworths' petition with respect to the withholding of excess funds but entertain the petition regarding Simon's production of the Edgeworths' complete client file, which we address next.

*The district court erred in failing to require Simon to produce the complete client file to the Edgeworths under NRS 7.055*

This court may issue a writ of mandamus to correct or otherwise "compel the performance of an act which the law especially enjoins as a duty resulting from an office, trust, or station." NRS 34.160. Here, the district court declined to compel Simon to produce the complete client file to the Edgeworths, relying on a previous protection order the parties entered into during discovery in the underlying products liability action.

The Edgeworths aver that the district court's reliance on the protection order was erroneous because the protection order did not apply. Namely, they assert that Simon and the Edgeworths were considered to be the same party under the order and therefore production of the file from



Simon to the Edgeworths was not subject to the order. Alternatively, and not addressed by the district court, they argue that the district court had a duty to produce to them their complete file after they appropriately made a motion to the court under NRS 7.055.

In response, Simon argues that the district court properly determined that the protection order applied to Simon and the Edgeworths and that the Edgeworths were required to properly comply with the agreement prior to Simon's duty to disclose. Alternatively, Simon rebuts the Edgeworths' argument that NRS 7.055 required production by arguing the prerequisite, that an attorney be paid before production becomes compelled, has not been satisfied because he has not yet received actual payment for his services.

Addressing the protective order argument first, after reviewing the order and based on the totality of the circumstances, we conclude that the order does not prevent Simon from disclosing any portion of the Edgeworths' file, including those confidential portions subject to the order. Specifically, at least to a certain extent, the order treats Simon and the Edgeworths as being one-in-the-same as opposed to being separate parties. We reject Simon's argument that he is "disclosing" confidential information in contravention of the protection order. Thus, we conclude that the district court's reliance on the protective order was erroneous.

We further conclude that the district court had a statutory duty to compel Simon to produce to the Edgeworths their complete file after such a demand was made under NRS 7.055. NRS 7.055(2) states:

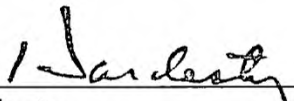
A client who, after demand therefor and payment of the fee due from the client, does not receive from his or her discharged attorney all papers, documents, pleadings and items of tangible personal property may, by a motion filed after at

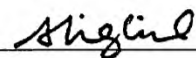
least 5 days' notice to the attorney, obtain an order for the production of his or her papers, documents, pleadings and other property.

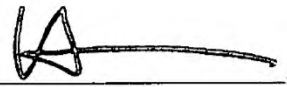
To the extent Simon argues that the Edgeworths have not complied with NRS 7.055(2)'s language that production is required only "after . . . payment of the fee due," we conclude that Simon reads the requirement of payment too narrowly. Payment is defined as "[p]erformance of an obligation by the delivery of money or some other valuable thing accepted in partial or full discharge of the obligation." *Payment*, *Black's Law Dictionary* (11th ed. 2019). Moreover, we have previously construed the term broadly by considering the requirement satisfied when a party, even without making an actual transfer of money, provides sufficient security evidencing their intent to pay. *See Figliuzzi v. Eighth Judicial Dist. Court*, 111 Nev. 338, 343, 890 P.2d 798, 801 (1995) (stating a "district court's power is limited to ordering the attorney to return papers upon the client's presentment of adequate *security*" (emphasis added)). Here, Simon made a demand of \$2 million in attorney fees. The Edgeworths, although contesting the amount owed, placed \$2 million of their settlement proceeds into a trust account that is jointly managed by themselves and Simon. Funds in the account can only be removed with authorization by both Simon and the Edgeworths. Based on the foregoing facts, we conclude that Simon was sufficiently secured that the Edgeworths would pay and therefore the district court had a duty under NRS 7.055 to compel Simon to produce to the Edgeworths their complete client file. Thus, mandamus relief is available to correct the district court's failure to compel Simon to produce the file. *See* NRS 34.160. Accordingly, we

ORDER the petition with respect to the release of the Edgeworth's funds DENIED and the petition with respect to the production

of the client file GRANTED AND DIRECT THE CLERK OF THIS COURT  
TO ISSUE A WRIT OF mandamus instructing the district court to require  
Simon to produce the complete client file to the Edgeworths.

, J.  
Hardesty

, J.  
Stiglich

, J.  
Herndon

cc: Hon. Tierra Danielle Jones, District Judge  
Hon. Jerry A. Wiese, Chief Judge  
Morris Law Group  
James R. Christensen  
Christiansen Trial Lawyers  
Eighth District Court Clerk