

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.

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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 IV
P00430 – P00702**

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

PETITIONERS' APPENDIX

CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL	BATES NOS.
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.
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DATE	DOCUMENT TITLE	VOL	BATES NOS.
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.
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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

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Edgeworth Family Trust and
American Grating, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;)	Case No: A-16-738444-C
AMERICAN GRATING, LLC,)	Dept. No: X
)	
Plaintiffs,)	EDGEWORTHS' RESPONSE TO
v.)	MOTION FOR ADJUDICATION
)	FOLLOWING REMAND
LANGE PLUMBING, LLC)	
ET AL.,)	
)	HEARING REQUESTED
Defendants.)	
)	
)	

Plaintiffs Edgeworth Family Trust and American Grating, LLC
(hereafter collectively referred to as "Edgeworths") respectfully respond to
Simon's motion for adjudication following remand.

INTRODUCTION TO RELEVANT HISTORY

As a threshold matter, the Edgeworths' agree that a post-
remittitur adjudication is necessary, as the Court filed its Fourth Amended
Decision and Order on Motion to Adjudicate Lien dated September 27, 2022
before jurisdiction was returned by remittitur. On September 16, 2022, the

1 Nevada Supreme Court *again* reversed and remanded the case to this Court
2 for the limited purpose of explaining the basis and reasonableness of its
3 quantum meruit award for the limited post-remand services that Simon
4 performed. Remittitur issued on November 28, 2022 and this Court
5 acknowledged receipt of the remittitur on November 29, 2022.

6 In asking this Court for adjudication following remand, Simon
7 now seems to adopt the identical portions of his "super bill" that the
8 Edgeworths presented, summarized, and asked the Court to consider in
9 2021. *See* Ex. A, Summary of Post-Discharge Work; *see also* Exs. B and C,
10 Simon's "Time Sheets." As he did in 2018 with respect to billings he issued in
11 2016 and 2017, Simon again attempts to belatedly revise his post-discharge
12 billing records, which his office claimed were prepared after carefully going
13 through their entire file including "all of the emails." *See* Ex. D, Excerpts of
14 8/29/17 Hrg. at 111:5 – 17.

15 The additional work that Simon now improperly tries to add to
16 his "super bill," more than five years too late, appears to be based on emails
17 he *purposely withheld* and turned over *only* after the Court's denial of the
18 Edgeworths' motion for an order to show cause why he should not be held
19 in contempt for withholding portions of the client file and after the Supreme
20 Court again made clear that his quantum meruit award had to be based on
21 specific findings of post-discharge work. In denying the OSC motion, the
22 Court said:

23 While the Edgeworths argue that they are missing documents,
24 there has been no evidence presented to demonstrate the specific
25 documents that are missing from the file productions. As such,
26 the court is unable to determine the extent, if any, of missing
27 documents. Without said specifics, the Court cannot find that
28 Daniel Simon is in contempt of this Court's order.

1 Ex. W, Dec. 13, 2022 Order at 2. Simon's counsel has now presented "specific
2 documents," previously presumed to be missing but not specifically known
3 to the Edgeworths, "that were missing from the file productions." *Id.*

4 Furthermore, this Court previously rejected Simon's efforts to
5 revise his billings *two years after-the-fact*. There is no reason the Court
6 should now accept his effort to revise his post-discharge billings *more than*
7 *five years after-the-fact*. His current efforts to amend billing records are not
8 only unreliable, as the Court previously found, but if accepted would
9 reward Simon for intentionally withholding portions of his file that show he
10 lied to the Edgeworths and to the Courts.

11 For this and the reasons more fully set forth below, the Court
12 should follow the Nevada Supreme Court's mandate, but do so based on the
13 billing records Simon created somewhat contemporaneously with his post-
14 mandate work in late 2017 – 18 (Exs. B & C), *not* on additions he proposes
15 now, more than five years later based on portions of the Edgeworths' client
16 file he purposefully withheld to conceal his untruthfulness with his clients
17 and the Court.

18 This response is based on the papers and pleadings in the
19 Court's record, the declaration of Rosa Solis-Rainey and any exhibits
20 referenced therein, and any argument the Court may consider.

21 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**
22 **EDGEWORTHS' RESPONSE TO SIMON'S MOTION FOR ADJUDICATION**
23 **FOLLOWING REMAND**

24 This case has a long and tortured history that the Court is
25 familiar with. It is briefly recited below only to the extent relevant to the
26 instant motion. The Court has previously found that Simon, in whom the
27 Edgeworths misplaced their trust, was constructively discharged on
28 November 29, 2018. His failure to document the terms of his engagement,
and provide timely invoices has allowed him to keep the Edgeworths tied

up in Court for years, as he promised them he would do, for more than five years after the underlying litigation was resolved.

A. RELEVANT FACTS

1. Simon Presented the Record of His Post-Discharge Work in 2018.

From April 10, 2016 to September 18, 2017, his firm billed the Edgeworths \$368,588.70 in attorney's fees, and \$114,864.39 in costs. The bills were based on *Simon's* requested hourly rate of \$550 and \$275 for his associates. Despite the Edgeworths repeated requests for outstanding invoices for services he provided after his last billed date of September 18, 2017, Simon would not provide such an invoice. *See e.g.*, Ex. V, Nov. 19, 2018 Order on Mot. to Adjudicate Lien at ¶ 14; Ex. T. In fact, Simon did not provide any billing records until he submitted a "super bill" to the Court by which he attempted to add to prior invoices he issued from 2016 to September 18, 2017 that the Edgeworths had paid. *See* Ex. D at 109:11 – 116 (discussing 2018 efforts to create "super bill"); 166 – 167 (discussing Ms. Ferrel's understanding of the 2018 add-ons);¹ 172 – 177 (testimony that Simon never informed the Edgeworths or the Viking and Lange parties that his original invoices were incomplete); 182; 184:7 – 10. In his "super bill" Simon also billed for his post-discharge services. Exs. B & C.

¹ Ms. Ferrel may have been kept in the dark about Simon's reasons for producing the "super bill" as her understanding that it was for purpose of the Lange litigation is the polar opposite of what Mr. Simon's counsel had described to Vannah: the "super bill" was created to justify how Simon's November 27, 2017 demand was less than an hourly invoice. Ex. T. The \$200K in costs he says had accrued as of that date is more than double the \$80K+ he claimed seven days before in his lien and nearly 200% more than the approximate \$68K in costs Simon would ultimately be able to prove. Simon has not offered any evidence that he had a reasonable belief of the amount of costs claimed in his letter, or the \$80K+ in his November 30, 2017 lien. *See, e.g.*, Ex. N at 1 (#2).

1 This Court rejected Simon's effort to add to his prior billings,
2 finding his efforts to rewrite history unreliable. *See* Ex. V at 14:19-27
3 (pointing to testimony that the "'super bill' was not necessarily accurate"
4 because it was created after the fact); Ex. V at 15:5 – 9 ("The court reviewed
5 the billings of the 'super bill' in comparison to the previous bills and
6 determined that it was necessary to discount the items that has not been
7 previously billed; such as text messages, reviews with the court reporter,
8 and reviewing, downloading, and saving documents because the Court is
9 uncertain of the accuracy of the 'super bill'"); Ex. V at 15:19 ("This argument
10 does not persuade the court of the accuracy of the 'super bill.'").

11 For the unbilled period of September 19, 2017 through
12 November 29, 2017 (the date of Simon's constructive discharge), the Court
13 *credited Simon for every minute that he recorded on his "super bill"* and
14 awarded him fees for that time at the hourly rates he set (\$550/275 per
15 hour). *Id.* at 16 - 17. For post-discharge services, the Court awarded Simon
16 \$200,000 without specifying the basis or explaining the reasonableness of the
17 award. That awarded him fees at a rate of more than \$2,800 per hour for
18 Simon and his associate.

19 This post-discharge award has been the subject of two appeals
20 and two remands with the same instruction: the Court must specify the
21 basis of the award, and explain its reasonableness by reference *only* to post-
22 discharge work, not to work that was performed pre-discharge.

23 In its December 30, 2020 Order, the Supreme Court held that this
24 Court erred in making the award "without making findings regarding the
25 work Simon performed after the constructive discharge." *Edgeworth Family*
26 *Trust v. Simon*, 477 P.3d 1129 *2 (Nev. 2020) (Table). The Supreme Court
27 emphasized that the proper measure of recovery is the "*reasonable* value of
28 [the] services." *Id.* at *2 (emphasis added, citations omitted). The Supreme

1 Court reiterated that in determining the reasonable value, the District Court
2 must consider the *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455
3 P.2d 31, 33 (1969) factors, focused on the post-discharge work. It said:

4 While the district court stated that it was applying the *Brunzell*
5 factors for work performed only after the constructive discharge,
6 much of its analysis focused on Simon's work throughout the
7 litigation. Those findings, referencing work performed before
8 the constructive discharge, for which Simon had already been
9 compensated under the terms of the implied contract, cannot
10 form the basis of a quantum meruit award. . . . Accordingly, we
11 vacate the district court's grant of \$200,000 in quantum meruit
12 and remand for the district court to make findings regarding the
13 basis of its award.

14 *Id.* at *2. The Supreme Court provided guidance to this Court by directing it
15 to look at the record; it said "[a]lthough there is evidence in the record that
16 Simon and his associates performed work after the constructive discharge,
17 the district court did not explain how it used that evidence to calculate its
18 award." *Id.*

19 As the Edgeworths brought to this Court's attention in 2021, the
20 *only* evidence in the record of work Simon claims to have performed post-
21 discharge was set forth in the "super bill" that he admits he provided on
22 January 24, 2018 with his motion to adjudicate his lien. Mot. at 4; *see*
23 Excerpts Showing Post-Discharge Portions of "super bill" Ex. B and C. The
24 post-discharge work described in Simon's "super bill"² totals 71.10 hours and
25 includes one hearing and several administrative tasks, including over seven
26 hours of Simon's time post discharge to open the bank account for deposit of
27 the Viking settlement checks. Ex. A at 3 (entries in green on Jan 2, 3 4, 5 and
28 8, 2018). Simon's Motion, at pages 4 – 12, finally recognizes that the evidence

² Simon's instant motion now characterizes his "super bill" as "time sheets." Simon's Mot. at 4 ("Time sheets were attached to [Simon's motion to adjudicate]"); at 12 (claiming "[t]he Simon timesheets did not capture all the effort expended . . .").

1 the Supreme Court referenced in its 2020 Order and the Edgeworths
2 specifically detailed in their 2021 briefing is the only evidence in the record
3 of his post-discharge work. *Compare* Simon's Mot. at 4 – 12 *with* Exs. B & C
4 (listing the identical work for the period between 11/30/17 to 1/2/18
5 totaling 71.10 hours).³ Even if Simon is credited for the post-discharge time
6 outlined in his "super bill," applying the *Brunzell* factors to that work does
7 not justify the extraordinary bonus payment the Court awarded him.

8 **2. Simon's Attempt to Re-write and Enlarge his Post-Discharge**
9 **Billing Invoice Should be Rejected.**

10 Just as he did in 2018 when he tried to go back to enlarge
11 invoices he had billed in 2016-17, Simon again tries to enlarge his 2017-18
12 post-discharge work in 2023 by adding-on to his previous billing record.
13 *See* Mot. at 12 – 15. Shockingly, all of the add-ons Simon now asks the Court
14 reward him for appear to be based on documents he *intentionally withheld*
15 from the Edgeworths, notwithstanding this Court's (and the Supreme
16 Court's) Order that he provide the Edgeworths with their *complete* client
17 file.

18 On September 27, 2022, this Court ordered Simon to release the
19 Edgeworths' client file within 14 days. *See* Court Doc. ID #348, Sept. 27, 2022
20 Order. On the last of day of this period, Simon produced portions of the file
21 he claimed to have withheld based on the stipulated protective order in the
22 Viking/Lange litigation, including some email plus expert documents that
23 had nothing to do with the protective order. *See* Court Doc. ID #360, Mot.
24 for OSC. When confronted with the fact this production did not constitute
25

26 ³ Simon's motion incorrectly includes billing entries for 11/29/17,
27 which was already included in the period for which the Court compensated
28 him under the implied contract. *See* Ex. V at 16 – 17 (awarding Simon
\$284,982.50 "for the period of September 19, 2018 [sic] to November 29,
2017")

1 the complete file, Simon's counsel said "[t]he file is quite large; accordingly
2 the Simon office will be producing the file in a rolling fashion." *Id.* at Ex. D
3 thereto. He again produced the portion of the file he had turned over in 2020
4 which included over 5,000 pages of email. When the promised "rolling
5 productions" did not come and Simon would not specify what remained or
6 when it would be produced, the Edgeworths moved for an order to show
7 cause why he should not be held in contempt, which this Court later denied.
8 Ex. W, Dec. 13, 2022 Order.

9 The Edgeworths have for years maintained that Simon's
10 production had gaps in the email produced, particularly around the time of
11 settlement, and that the partial file Simon produced was missing the earlier
12 drafts of the Viking settlement and even the fully-executed copy. *See*, Ex F
13 and 4 and Ex. I thereto (stating that "among the items missing" was email
14 with third-parties regarding the settlement of the Viking and Lange
15 Plumbing claims, as well as earlier drafts of the settlement agreements); . .
16 "); Ex. G at 6 (referencing Simon's claim that he had produced all email); Ex.
17 I at 18 (referencing Simon's withholding of emails transmitting settlement
18 drafts and the fully executed settlement agreements).⁴ In prior testimony
19 and briefing, Simon dismissed the Edgeworths demand for drafts of the
20 settlement agreements because he suggested he conducted all negotiations
21 in person. *See* Ex. E at 18:18 – 19:2; Ex. J at 6 (criticizing and dismissing the
22 Edgeworths' contention that they expected email to include exchange of
23 drafts by pointing to his testimony that the settlement was negotiated in
24 person); *but see* Ex. K (emails produced 12/6/22 confirming the email
25

26 ⁴ With respect to drafts of the settlement agreement, Simon in prior
27 briefing pointed to the drafts the Edgeworths acknowledged he produced
28 on November 30, 2017 to avoid his failure to produce the earlier drafts he
withheld from them. *See* Ex. I at 19 (referencing his tactics).

1 exchanges "expected" by the Edgeworths did in fact exist but *had been*
2 *withheld*).⁵ He also ridiculed the Edgeworths' complaint that his partial file
3 did not include the fully-executed settlement agreement, claiming he was
4 not involved in the settlement, perhaps forgetting he had insisted that the
5 settlement documents be routed through his office. Ex. H at 18; *but see* Ex. L
6 (Simon's 11/30/27 email requiring that settlement drafts be routed through
7 him), Ex. E at 18 (Simon's testimony confirming the settlement agreements
8 were routed through him); and Ex. M (email Simon produced 12/6/22
9 confirming the Edgeworths complied with Simon's demand that signed
10 agreements be routed through his office).⁶

11 Since the dispute regarding the complete file arose, Simon
12 defined his file as including email and claimed the email was produced yet
13 in 2022, after he was forced to admit he intentionally stripped all
14 attachments from the email he had produced, he switched course and for
15 the first time began claiming that email was not a part of his file. Ex. J. at 18
16 (stating without support that "email is not typically part of any lawyer's case
17 file . . . ");⁷ *but see* Ex. D at 197 ("Q: Okay. And on the entries that describe
18 emails, those have all been produced, right? A: Yes. Q: Anybody can go look
19

20 ⁵ Simon's December 6, 2022 production included exchanges referencing
21 versions 1, 2 and 4 of the Viking settlement agreement were provided. Ex. K.
22 A transmittal with version 3 of the agreement has not been located.

23 ⁶ Transmittals with the fully-executed settlement agreement still could
24 not be located. *See* Ex. N (#6).

25 ⁷ Perhaps in an effort to prop-up his new argument about producing
26 documents that were not part of his case file, Simon falsely claimed that "he
27 voluntarily produced cell phone records, which are not part of the case file."
28 Ex. J at 7. That production, however, was required by *the Court* to allow Mr.
Vannah to review the basis for Simon's attempt to enlarge his "super bill."
Ex. D at 189:5 – 13.

1 them up themselves and confirm that they occurred? A: Yes, sir."). After
2 nearly five years of claiming he'd produced all email, both before this Court
3 and the Supreme Court, it is disingenuous for Simon to now contend that
4 email is not part of his file. Simon latched on to this new argument when on
5 December 6, 2022,⁸ after this Court had orally denied the Edgeworths' OSC
6 Motion, he "found" over 280 pages of withheld email with attachments
7 (much of it between November 28, 2017 and January 7, 2018, the *exact*
8 *period* that he was told, but denied, was a gap in his prior email
9 production). Ex. Q.

10
11 Simon's belated production confirmed (1) that he was not
12 truthful when he told the Edgeworths on November 27, 2017 that he had not
13 yet heard anything about the Viking settlement (*compare* Ex. S (Simon's 4:58
14 p.m. email suggesting the settlement draft was not started before November
15 27th "due to the holidays") *with* Ex. K at 1 (showing that at least one version
16 of the draft settlement agreement has been sent to Simon by 4:48 p.m. on
17 that day); (2) that he was not truthful when he suggested no exchanges or
18 other settlement drafts existed because all negotiations were in person
19 (*compare* Ex. E at 18:18 – 19:2 (claiming no redlines circulated) *with* Ex. K
20 (showing redlines were circulated); (3) that he was not candid with the
21 Nevada Supreme Court when he mocked the Edgeworths' suggestion that
22 the fully-executed version of the settlements agreements should be in his
23 file, suggesting he would not have had them since he was no longer counsel
24 of record (*compare* Ex. H at 18 (mocking suggestion he had the executed
25 agreements) *with* Ex. M (email Simon produced 12/6/22 confirming the

26 ⁸ Simon's self-serving review of his file also came after the Nevada
27 Supreme Court's September 16, 2022 Order instructing the district court to
28 make specific findings of the post-discharge work Simon performed and
limit her quantum meruit award to those findings.

1 executed drafts were routed through Simon). Through other documentary
2 evidence, Simon's testimony to this Court that he negotiated the
3 confidentiality provision out of the Viking settlement at the Edgeworths'
4 request was debunked. Ex. U. In denying the Edgeworths' Motion for an
5 OSC, this Court said that "Any specific requests for production of missing
6 items from the file can be made directly to Simon's counsel." *Id.* at 2.
7 Requests made to his counsel prior to and since the order have gone
8 unanswered except for a response to the Edgeworths' initial request stating
9 he would forward the request to Simon. Exs. N, O, and P.

10 The Court should not reward Simon, as his motion asks, by
11 allowing him to enlarge his billing for periods he or his colleagues claimed
12 years ago had been thoroughly reviewed. Ex. D at 111. Additionally, Simon
13 neither supports nor specifies the time he claims to have spent on the
14 alleged add-ons he lists on pages 12 – 15 of his instant motion. The Court
15 should consider the only the record it was provided in 2018 to obey the
16 Supreme Court's latest mandate that it specify the basis for the quantum
17 meruit award, and explain its reasonableness under *Brunzell* based only on
18 post-discharge services. NSC Sept. 16, 2022 Order at 4 ("instruct[ing] the
19 district court to make specific and express findings as to what work Simon
20 completed after he was constructively discharged and limit its quantum
21 meruit fee to those findings.").

22
23 **B. THE BASIS FOR THE *QUANTUM MERUIT* MUST BE SPECIFIED
24 AND REASONABLE BASED ONLY ON POST-DISCHARGE WORK.**

25 The Supreme Court's 2022 mandate, just as its 2021 mandate,
26 requires the Court to specify the work it is considering in the quantum
27 meruit period. Simon's instant motion attempts to modify and enlarge "time-
28 sheets" he admittedly produced *more than five years ago* with additional
entries he lists in a self-serving declaration that does not even assign time to

1 the alleged tasks performed. *See* Mot. at 12 -15. Among his add-on entries,
2 Simon on page 12 lists "11.30.17 Emailed a proposed release to the client."
3 But Simon's somewhat contemporaneously prepared "time sheets" already
4 include an entry for which he billed 3/4 hour for sending the release:
5 "11/30/17 Conversation w/Green; draft email; send release" (page 5, eighth
6 entry from the bottom). This Court previously rejected Simon's 2018
7 "attempt to recreate billing and supplement/increase previously billed
8 work" as unreliable. Ex. V at 15. Simon's motion fails to explain how his
9 latest effort to "recreate billing and supplement/increase previously billed
10 work" is any more reliable, especially since the time elapsed is more than
11 double what it was when the Court properly rejected his last effort to
12 modify his billing records.

13 Simon's motion also fails to explain how any significant work to
14 finalize the Viking or Lange settlement agreements was reasonably necessary
15 when he himself testified that the agreements were signed on December 1,
16 2017 for Viking and December 7, 2018 for Lange. *See* Ex. E at 144:14 – 146:6;
17 *see also* Ex. V at ¶ 13 (Viking settlement signed 12/1/17) and at ¶ 23 (finding
18 consent to settle Lange was signed 12/7/17). Simon's November 30, 2017
19 email claims he negotiated the increase in the Lange settlement from \$25K to
20 \$100K that same day,⁹ although he appears not to have produced the third-
21 party communications to confirm when those negotiations took place. Ex. L.
22 Given that his latest productions confirm he lied when the Edgeworths
23 inquired about the status of the Viking settlement, presumably to pressure
24 them into accepting his increased fee demand, it is probable he likewise
25 withheld information about the Lange settlement to pressure the Edgeworths
26 into accepting his demands.

27
28 ⁹ The \$100K Lange settlement provided for a setoff of \$22K; thus the
net settlement amount was \$78K.

1 Although Simon's motion claims "he upheld the highest
2 standards of the profession," the Court should consider the tone of his
3 November 27, 2017 fee demand (Ex. R), and the misrepresentations he made
4 to his clients (and the Courts) in furtherance of his efforts to obtain more
5 money from the Edgeworths. When Mrs. Edgeworth requested the status of
6 the agreement on November 27, 2017, Simon suggested that because of the
7 holidays, he had not yet heard anything about the settlement agreement. Ex.
8 S. But the email he appears to have intentionally withheld shows otherwise.
9 Ex. K (first draft received before his last email to Mrs. Edgeworth). Simon also
10 falsely testified to the Court that he negotiated the confidentiality provision
11 in the agreement at Brian Edgeworth's request. Ex. D at 216 – 18.
12 Documentary evidence, however, establishes the Edgeworths had *no*
13 *problem* accepting a confidentiality clause, and such evidence has been
14 presented to the Court.¹⁰ See Ex. U. He is not entitled to any bonus he seeks
15 for ignoring his client's wishes. Simon also suggested to the Edgeworths and
16 the Courts that he could not produce back-and-forth exchanges with redline
17 drafts of the settlement agreements because all negotiations were done in-
18 person. But the documentary *evidence* shows otherwise. See Ex. K.
19 Intentionally lying or withholding information from a client to pursue the
20 lawyer's own objectives is a relevant factor when evaluating the "quality of
21 the advocate" under the *Brunzell* analysis.

22
23
24 ¹⁰ Simon's motion also touts the alleged value added by negotiating the
25 removal of the confidentiality clause in the *Lange* agreement, (Mot. at 16).
26 Simon does not present any evidence of these alleged negotiations, and as
27 already demonstrated, Simon *knew* the Edgeworths did not object to a
28 confidentiality clause. Ex. U. His continued negotiations with Lange are not
reasonable since his November 30th email confirms that Simon understood
his client's desire to be done with the litigation accept the Lange settlement
as it was. Ex. L.

1 Simon's motion also invites this Court to commit the same error
2 twice reversed on appeal by suggesting the "more than Six Million" settlement
3 amount or the opinion of other lawyers about the amount of that settlement
4 should be considered. Mot. at 16 and at Ex. 2. Whether the settlement was
5 \$100 or \$100M is irrelevant, the Supreme Court has twice reiterated that it is
6 only the *actual work Simon performed post-discharge* that the Court can
7 consider. Simon was compensated for work in furtherance of the settlement,
8 through November 29, 2017 in his pre-discharge award. The Court found the
9 Viking settlement offer was accepted on November 15, 2017 and the
10 agreement was signed on December 1, 2017. Ex. V at ¶ 13. By Simon's
11 unequivocal testimony in response to questions from the Court, the Viking
12 Settlement Agreement was finished *before* November 30. Ex. E at 15-17.

13 Notwithstanding Simon's gamesmanship in withholding information
14 about the status of the settlement from the Edgeworths, it is reasonable to
15 conclude that his testimony to the Court is accurate on this point: *all*
16 *negotiations were complete by November 27*, and little, if anything, of
17 substance remained to be done *after* the claimed notice of termination to
18 obtain the payment and dismiss the Viking claims. This conclusion is
19 supported by the fact the Viking Settlement Agreement was executed the
20 next day, December 1. Likewise, Simon's own email with respect to the
21 Lange settlement confirms the net \$53K increase in the settlement amount
22 was negotiated, at the latest, by November 30, 2017. *See* Ex. L.

23 Little else of substance remained after that date, as shown by Simon's
24 own "time sheet" entries. For the period starting November 30 to the end of
25 his lien, Simon's "super bill" details a total of 71.10 hours (51.85 hours for
26 Simon; and 19.25 for his associate). Using the hourly rates established by
27 Simon himself and confirmed by the parties' course of conduct, that number
28 of hours translates to \$33,811.25 in fees at his *agreed* rates which would be

reasonable under a *Brunzell* analysis. But valuing that work at \$200,000, as the Court did, is *nearly six times* that amount and is *not* reasonable.

As previously presented to the Court, much of the claimed work was not justified as having been done for the benefit of the Edgeworths. It is also not work requiring special skill such that a "bonus" of \$166,188.75 would be justified.¹¹ A summary of the post-discharge work "billed" is depicted in the following table:

SUMMARY OF POST-DISCHARGE WORK BILLED BY SIMON LAW	
Admin tasks re Lange Settlement	21.55
Admin tasks re Viking Settlement, including one hearing	26.65
Preparation of Attorney Lien	4.85
Opening Bank Account & Depositing Settlement Checks	7.25
Undetermined - not sufficient description	10.80

A consolidated summary of the hours Simon's firm billed post-termination is attached hereto as Exhibit A; Simon's actual time-sheets are included as Exhibits B and C.¹² The Court is free to determine the

¹¹ Since Simon failed to memorialize the terms of the engagement, he is the one that should bear the risk of receiving lower fee under quantum meruit. Restatement (Third) of the Law Governing Lawyers § 39 cmt. b (2000) ("Where there has been no prior contract as to fee, *the lawyer* presumably did not adequately explain the cost of pursuing the claim and *is thus the proper party to bear the risk of indeterminacy*. Hence, the fair-value standard assesses additional considerations and starts with an assumption that the lawyer is entitled to recovery only at the lower range of what otherwise would be a reasonable negotiated fee.") (emphasis added).

¹² And as previously noted, a substantial portion of Simon's bill for post-termination work does not provide adequate descriptions to enable informed evaluations of work performed. Furthermore, the Edgeworths' ability to challenge the validity of the work Simon claims to have performed is also limited because Simon has still not produced a complete file; he does

1 reasonable value of the services outlined, but it must explain how that value
2 is reasonable under *Brunzell*, without reference to the pre-termination work.
3 Billing over seven hours to set up a simple local bank account with two
4 signers and deposit two checks, for example, is not facially reasonable under
5 *Brunzell*. See Ex. A, entries coded in green. Likewise, billing the
6 Edgeworths 4.60 hours for the preparation of Simon's own attorney lien was
7 of no benefit to the Edgeworths and therefore not facially reasonable. *Id.*,
8 entries coded in pink. And even if the Court determined the hours were
9 justified, a reasonable rate for that work must be explained; valuing simple
10 administrative work at over \$2,800 per hour, as the Court's prior awards
11 have done, cannot be justified under *Brunzell*.¹³

12 C. CONCLUSION

13 Simon's motion should be granted only to the extent that it
14 provides a valid post-mandate order in accord with the Supreme Court's
15 instructions. Simon's attempt to expand his billings by asking the Court
16 consider add-ons to the "time sheets" he prepared somewhat
17 contemporaneously with the work should be rejected for the same reasons
18 the Court rejected Simon's similar attempts in 2018.

19 The basis for the *quantum meruit* award should be specified,
20 and its reasonableness under *Brunzell* should be explained solely in regards
21 to the post-termination work. Even if the time detailed in Simon's "super
22 bill" was credited – and it should not be since the work listed was not for the
23 . . .
24

25 _____
26 it out piece-meal as it suits his own interests in his situational motion
27 practice.

28 ¹³ Simon's continued reference to the "Vannah & Greene" \$925 hourly
rate (Mot. at 17) is irrelevant because it has nothing to do with what Simon
did post-discharge.

1 Edgeworths' benefit – the value of the largely ministerial work listed is not
2 reasonably worth more than \$33,811.25.
3

4 MORRIS LAW GROUP

5 By: /s/ STEVE MORRIS

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

10 Attorneys for Plaintiffs
11 Edgeworth Family Trust and
12 American Grating, LLC
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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of MORRIS LAW GROUP, and that I caused the following to be served via the Court's mandatory e-filing and service system to those persons designated by the parties in the E-Service Master list for the above-referenced matter: EDGEWORTHS' RESPONSE TO MOTION FOR ADJUDICATION FOLLOWING REMAND

DATED this 23rd day of February, 2023.

By: /s/ CATHY SIMICICH

An employee of Morris Law Group

**DECLARATION OF ROSA SOLIS-RAINEY IN SUPPORT OF
RESPONSE TO MOTION FOR ADJUDICATION FOLLOWING REMAND**

1. I am an attorney at Morris Law Group, counsel for the Edgeworths in this matter. I make this declaration upon my own personal knowledge except where stated on information and belief, and as to those matters, I believe them to be true. I am competent to testify to these matters.
2. Attached as Exhibit A is a compilation and summary of post-discharge work taken from "time sheets" produced by Simon as part of the "super bill" he submitted to the Court in late, January, 2018. The respective portions of the "superbill are included as Exhibits B and C. The summary and the corresponding portions of the superbill were included in the Edgeworths' 2021 motion as Exhibits JJ, KK and LL.
3. Attached as Exhibit D and E are excerpts of hearing transcripts for August 29, 2018 (Ex. D) and August 30, 2017 (Ex. E).
4. Attached as Exhibits F and G are excerpts from the Edgeworths May 13, 2021 Motion for Order Releasing Client funds and Requiring the Production of Complete Client File (Ex. F) and the reply in support thereof (Ex. G).
5. Attached as Exhibit H and I are excerpts of Simon's March 11, 2022 answer to the Edgeworths' writ petition regarding the case file (Ex. H), and the Edgeworths' 4/8/22 reply in support of their writ petition re case file (Ex. I).
6. Attached as Exhibit J is Simon's Opposition to the Edgeworths' motion for an order to show cause why Simon should not be held in contempt, without exhibits.

7. Attached as Exhibit K are exchanges regarding the Viking settlement agreement. These documents were produced by Simon' on December 6, 2022.
8. Attached as Exhibit L is an email from Simon dated November 30, 2017.
9. Attached as Exhibit M is an email from Simon transmitting the Viking settlement agreement signed by the Edgeworths to counsel for Viking.
10. Attached as Exhibit N is a November 16, 2022 email to James Christensen taking him up on his offer to provide assistance locating a document in the file portion of the Edgeworths' client file received from Simon, as well as his November 23, 2022 acknowledgement of request saying he would forward it to Simon.
11. Attached as Exhibit O is a letter to James Christensen dated December 21, 2022 following up on the November 16, 2022 request and asking for additional assistance. I did not receive any response or acknowledgement of this request.
12. Attached as Exhibit P is a letter to James Christensen dated February 17, 2023 following up on the November 16, 2022 and December 21, 2022 requests. I did not receive any response or acknowledgement of this request.
13. Attached as Exhibit Q is a December 6, 32022 letter from J. Christensen producing approximately 280 pages of documents, which were made available through a Dropbox link.
14. Attached as Exhibit R is Simon's November 27, 2017 demand letter to the Edgeworths.

15. Attached as Exhibit S are email exchanges on November 27, 2017 between Angela Edgeworth and Simon.
16. Attached as Exhibit T is a December 7, 2017 letter from Simon to the Edgeworths' counsel suggesting fees would exceed the \$1.5 million demanded and claiming costs were already over \$200,000. From my review of the Court record, the final amount of costs substantiated was less than \$70,000.
17. Attached as Exhibit U is a 11/16/17 text message from B. Edgeworth to Simon confirming the Edgeworths accepted the confidentiality clause proposed for the Viking settlement agreement.
18. Attached as Exhibit V is a copy of the Court's November 19, 2018 order.
19. Attached as Exhibit W is a copy of the Court's December 13, 2022 order.
20. To the best of my knowledge, the foregoing exhibits are true and correct copies of the documents described.

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

Dated this 23rd day of February, 2023.

/s/ Rosa Solis-Rainey

EXHIBIT A

DEMONSTRATIVE SUMMARY OF POST- DISCHARGE BILLING BY SIMON AND FERREL, WITH BREAKDOWN OF HOURS BY ESTIMATED PURPOSE

(Note: Identical exhibit (labeled Exhibit LL) was submitted with the Edgeworths' 5/3/21 Motion to Reconsider 3rd Lien Order in Accord with Mandate)

B C

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)		
DSS	11/30/2017 Review release; T/C J. Greene; T/C T. Parker; revise release	1.25
DSS	11/30/2017 Call with Teddy Parker	0.15
DSS	11/30/2017 Call with Teddy Parker	0.15
DSS	11/30/2017 Call with Teddy Parker	0.10
DSS	11/30/2017 Call with AMF	0.25
DSS	11/30/2017 Call with Teddy Parker	0.15
DSS	11/30/2017 Call with AMF	0.10
DSS	11/30/2017 Call with AMF	0.10
DSS	11/30/2017 Call with AMF	0.20
DSS	11/30/2017 Call with AMF	0.10
DSS	11/30/2017 Review file for Lange bills, T/C to Parker re: settlement	0.75
DSS	11/30/2017 Negotiate release w/Henriod (his office)	3.50
DSS	11/30/2017 Conversation w/Green; draft email, send release	0.75
DSS	11/30/2017 Receive and review letter dated 11-30-17	0.25
DSS	11/30/2017 Received and reviewed Lange letter (11-29-17) regarding scheduling discovery; Discussion with AF	0.75
11/30/2017 &		
DSS	12/2/2017 Email chain with AF re attorney lien	0.15
DSS	12/1/2017 Email Chain with JP, AF, DP, JH, MB, KR; Re: Discovery Motions	0.15
DSS	12/1/2017 Receive and review release email to Defendant	0.75
DSS	12/1/2017 Receive and review release email from Pancoast & discussion with AF	0.50
DSS	12/1/2017 Review Viking's 19th ECC Supplement	0.25
DSS	12/4/2017 Received and reviewed DCRR; L/M for Green/Vannah	0.75
DSS	12/4/2017 Review notice vacating UL Depos	0.25
DSS	12/4/2017 Discussion with AF	0.40
DSS	12/5/2017 T/c with John Green; Email from John Green; Discussion with staff	0.40
DSS	12/5/2017 Review subpoena to Dalacas	0.25
DSS	12/5/2017 Emails to client and John Greene messages	0.50
DSS	12/5/2017 Draft and Send Email to Client and Response	0.15
DSS	12/5/2017 Draft and send email to AF re notice to vacate Caranahan depo	0.15
DSS	12/6/2017 Review file and gather materials requested by Vannah; email from John Greene	2.25
DSS	12/6/2017 Email from AF re evidentiary hearing from Judge Jones law clerk and discussion with AF	0.50
DSS	12/6/2017 Review notice of vacating depo of Carnahan	0.35
DSS	12/6/2017 Receive and review email from Janet Pancoast; discussion with AF; response, forward to Vannah	0.35

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)		
DSS	12/6/2017 Received and reviewed Lange's 13th ECC Supplement	0.50
DSS	12/6/2017 Email Chain with JP, AF; Re: Carnahan Deposition	0.15
DSS	12/7/2017 Email Chain with JP, AF, TP, KR, JM, JH, DP, SM; Re: Evidentiary Hearing	0.35
DSS	12/7/2017 T/C with Vannah	0.50
DSS	12/7/2017 Draft and revise letter; Review of file to Vannah w/ attachment	1.75
DSS	12/8/2017 Received and reviewed Lange 14th ECC Supplement	1.25
DSS	12/8/2017 Review Motion for Good faith settlement; discussion with AF	0.75
DSS	12/8/2017 Received and review order granting Giberti Motion for Good Faith Settlement; T/C with Parker	0.50
DSS	12/8/2017 Email chain with AF re Order Granting Giberti MGFS	0.15
DSS	12/11/2017 Email from Zamiski; Response email	0.15
DSS	12/11/2017 Review/ Analyze Lange 15th ECC Supplement	0.50
DSS	12/11/2017 T/C Parker & Pancoast; Email from T Parker; Email from Crt	0.75
DSS	12/11/2017 Review client's release of claims; email to J. Green Discussion with AF	0.50
DSS	12/11/2017 Draft and send email to AF re Lange's 15th ECC Supplement and review AF response	0.25
DSS	12/12/2017 Draft and send email to AF re Stip to Dismiss and review AF response	0.15
DSS	12/12/2017 Attend hearing on Viking Motion for Good Faith Settlement	1.75
DSS	12/6/2017- 12/12/2017 Messages; Returned messages; discussions with Floyd Hale	0.50
DSS	Email from J. Pancoast; Received/Reviewed/ Analyze stip to dismiss order on Good faith settlement; discussion with	
DSS	12/12/2017 AF	1.25
DSS	12/12/2017 Received letter from Pancoast to DC Bulla; Pancoast email re checks and signing stips	0.50
DSS	12/14/2017 Review both stips to dismiss; send to J. Pancoast; T/C to M. Nunez; Review mail from J. Pancoast	0.50
DSS	12/15/2017 Review email from T.Ure; T/C to J. Pancoast re 2nd stip to dismiss and arrange pick up of settlement checks	0.50
DSS	12/18/2017 Pick up settlement checks; exchange for stip; contact Vannah's office re signature	1.50
DSS	12/18/2017 T/C and emails to J. Greene re checks; T/C to Pomerantz office re bill; emails; review bills from Pomerantz	1.00
DSS	12/18/2017 Received, reviewed and analyze email from B. Vannah	0.50
DSS	12/19/2017 Emails to B. Vannah and J. Greene re checks	0.25
DSS	Received and review email from B. Vannah to J. Christensen; Received and review email from J. Christensen and	
DSS	12/19/2017 response from B. Vannah	0.25
DSS	12/20/2017 12/20/17 Request return of sprinklers from Volmer Grey .25	0.25

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. ^B J and ^C K)			
DSS	12/20/2017	Receive and review draft Motion for Good Faith Settlement; Lange release for 100k and release for \$22k	1.50
DSS	12/21/2017	Review emails from Pancoast and Parker; revise joint motion for good faith settlement and send back to Parker	0.75
DSS	12/21/2017	Receive, review and analyze email from B. Vannah (3:21pm)	0.50
DSS	12/21/2017	Received, reviewed and analyzed email from B. Vannah (10:45pm)	0.50
DSS	12/26/2017	Receive, review and analyze email from J. Christensen to B. Vannah (10:45am)	0.25
DSS	12/26/2017	Receive, review and analyze email from B. Vannah (12:18pm)	0.75
DSS	12/26/2017	Receive, review and analyze email from J. Christensen	0.25
DSS	12/27/2017	Receive, review and analyze email from JC w/e letter attached	0.75
DSS	12/28/2017	Receive, review and analyze email from B. Vannah (3:07pm)	0.75
DSS	12/28/2017	Receive, review and analyze email from B. Vannah (2:03pm)	0.25
DSS	12/28/2017	Receive, review and analyze email from B. Vannah (4: 17am)	0.75
DSS	12/29/2017	Received and reviewed email re joint motion and revised joint motion	0.40
DSS	1/2/2018	Revise Lange release and send back to T. Parker	0.75
DSS	1/2/2018	Received/reviewed Viking stip to dismiss	0.35
DSS	1/2/2018	Received/reviewed email from J. Pancoast and T. Parker	0.35
DSS	1/2/2018	Received/reviewed and analyzed letters from Zurich re settlement checks	0.25
	1/2/2018	Received, reviewed and analyzed email from J. Greene (3:45pm)	0.25
DSS	1/2/2018	T/C with S. Guidy at Bank of Nevada	0.50
DSS	1/3/2018	T/C w/ S. Guidy at Bank of Nevada; Received, reviewed and analyzed email with attachments	0.75
DSS	1/3/2018	Analyze, review schedule and additional emails from S. Guidy	0.50
		Analyze, receive and send emails to S. Guidy at Bank of Nevada; Review emails from J. Christensen and bank, J.	
DSS	1/4/2018	Greene	0.75
DSS	1/4/2018	Email from T. Parker (E Nunez) re Joint MGFS, sign and return to T. Parker	0.50
DSS	1/4/2018	Email to T. Parker and E. Nunez regarding revisions to release	0.50
DSS	1/4/2018	Travel to Bank of Nevada for bank account requested by client	1.50
DSS	1/4/2018	Email E. Nunez releases again per her request	0.25
DSS	1/5/2018	Email from S. Guidy and response	0.25
DSS	1/5/2018	Email from Nunez	0.15
DSS	1/5/2018	Review Court filing of MGFS Lange	0.25
DSS	1/8/2018	T/C with S. Guidy; receive, review and analyze letter from Vannah	0.50
DSS	1/8/2018	Travel to Bank of Nevada 2x re Trust deposit	2.50

B C

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)		
AMF	11/30/2017 Email to George Ogilvie instructing him to stop working on the case	0.15
AMF	11/30/2017 Review, Download & Save Letter to Counsel	0.30
AMF	11/30/2017 Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding Hearings	0.30
AMF	11/30/2017 Review Viking's 19th ECC Supplement	1.00
AMF	11/30/2017 Review Letter from Lange regarding discovery scheduling and discussion with DSS	0.75
	11/30/2017-	
AMF	12/2/2017 Email chain with DSS re attorney lien	0.15
AMF	12/1/2017 Draft Notice of Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	2.50
AMF	12/1/2017 Review, Download & Save Lange Plumbing Verification to Rogs	0.30
AMF	12/1/2017 Review, Download & Save notice of Attorney Lien	0.30
AMF	12/1/2017 Review Release from Viking and discussion with DSS re release	0.50
AMF	12/4/2017 Draft and serve notice to vacate deposition of UL Laboratories	0.25
AMF	12/4/2017 Review Lange written discovery responses	1.50
AMF	12/4/2017 Discussion with DSS re scheduling and status of case	0.40
	Review, Download & Save Notice Vacating the 2nd Amended Video Depo of NRCP30(b) (6) Designees of	
AMF	12/4/2017 Underwriters Laboratories	0.30
AMF	12/4/2017 Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
AMF	12/5/2017 Email chain with UL re vacating depo	0.15
AMF	12/6/2017 Review Lange's 13th ECC Disclosure	2.50
AMF	12/6/2017 Review email from DSS re notice to vacate Caranahan depo	0.15
AMF	12/6/2017 Draft and serve Notice to Vacate Robert Carnahan Deposition	0.50
AMF	12/6/2017 TC with Judge Jones law clerk rehearing scheduling; Discussion with DSS	0.50
AMF	12/6/2017 Review, Download & Save Service Only -- Lange Plumbing 13th Supp to NRCP 16.1 ECC	0.30
AMF	12/6/2017 Review, Download & Save Service Only -- Notice of Vacating the Continued Video Depo of Robert Carnahan	0.30
AMF	12/7/2017 Review, Download & Save MDGF- Def The Viking Corporation & Supply Network MGF Settlement & Request for OST	0.30
AMF	12/8/2017 Review Viking Motion for Good Faith Settlement, Analyz and discussion with DSS	0.75
AMF	12/8/2017 Review Lange's 14th and 15th ECC Disclosure	0.50
AMF	12/8/2017 Email Chain with DSS re Order Granting Giberti MGFS	0.15
AMF	12/8/2017 Review Stipulation to Dismiss from Viking and Discussion with DSS	0.50
AMF	12/8/2017 Review, Download & Save Lange Plumbing 15th Supplement to 16.1 ECC List Witnesses and Docs	0.30

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)		
AMF	12/8/2017 Review, Download & Save Lange Plumbing 14th Supp to 16,1 ECC List of Witnesses and Docs	0.30
AMF	12/11/2017 Discussion with DSS re client's release of claims	0.20
AMF	12/11/2017 Review email from DSS re Lange's 15th ECC Supplement and response	0.25
AMF	12/11/2017 Review email from DSS re Lange's 15th ECC Supplement and response	0.25
AMF	12/12/2017 Review Order granting Giberti Motion for Good Faith Settlement and discussion with DSS	0.25
AMF	12/12/2017 Review, Download & Save Ltr. To Discovery Commissioner Bulla Re. Settlement	0.30
AMF	12/13/2017 Review, Download & Save NEO Granting Third Party Def. Giberti Construction LLC Motion for Good Faith Settlement	0.30
AMF	1/8/2018 Draft Notice of Amended Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	1.50
DSS	HOURS BILLED FOR DANIEL S. SIMON @ \$550 RATE	51.85
AMF	HOURS BILLED FOR ASHLEY M. FERRELL @ \$275 RATE	19.25
	TOTAL HOURS BILLED	71.10
	SIMON FEES	28517.50
	FERRELL FEES	5293.75
	TOTAL POST-DISCHARGE FEES	33811.25
	SUMMARY OF POST-DISCHARGE WORK BILLED BY SIMON LAW	
	Admin tasks re Lange Settlement	21.55
	Admin tasks re Viking Settlement, including one hearing (1)	26.65
	Preparation of Attorney Lien	4.85
	Opening Bank Account & Depositing Settlement Checks	7.25
	Undetermined - not sufficient description	10.80
		71.10
	(1) For purpose of estimating category, all T/C with Vannah were added to this category.	

EXHIBIT B

EXCERPTS FROM "SUPERBILL" WITH SIMON'S POST-DISCHARGE ENTRIES

(Note: Identical exhibit (labeled Exhibit JJ) was submitted with the Edgeworths' 5/3/21 Motion to Reconsider 3rd Lien Order in Accord with Mandate)

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

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

11/11/17	Email Chain with Client with Attachment; Review and Analyze Mediator Proposal	.50
11/13/17	Draft and send email with attachments to AF	.15
11/13/17	Review Viking Motion for MSC and Stay all Rulings; Discussion with AF; Review Letter to DC Bulla; Telephone Conference with Floyd Hale; Telephone Conference with J. Olivas Re: Deposition	2.25
11/13/17	Email chain with AF re complaint filed against Harold Rodgers	.25
11/13/17	Draft and send email to AF re research re privilege log and confidentiality issues and review AF response	.75
11/13/17	Draft and send email to AF re supplementing Pomerantz opinion letter	.15
11/13/17	Email chain with AF re expert depositions noticed by Viking	.15
11/13/17	Prepare for 11/14/17 Hearings	2.25
11/13/17	Review Pomerantz Report and Produce; Discussion with Pomerantz; Discussion with Charles Rego from UL and Client	2.75
11/13/17	Receive, Review and Analyze Email From JO; Re: Additional Emails	.25
11/13/17	Email Chain with AF/CP with Attachments Re: Henderson	.15
11/13/17	Email from CP with Opinion letter	.75
11/13/17	Receive, Review and Analyze Email from Client	.15
11/13/17	Receive, Review and Analyze Email from Client; Discussion with Client	.25
11/13/17	Email Chain with Client with Attachment	.50
11/13/17	Draft and Send Email to Client	.15
11/13/17	Email Chain with Client	.15
11/13/17	Email Chain with Client	.50
11/13/17	Receive, Review and Analyze Email from Client	.15
11/13/17	Draft and Send Email to Client with Attachment	.15

11/13/17	Receive, Review and Analyze Email from Client	.25
11/13/17	Call with Client	.50
11/13/17	Call with Client	.25
11/14/17	Call with AMF	.10
11/14/17	Call with Client	.15
11/14/17	Call with Client	.10
11/14/17	Call with Client	.10
11/13/17	Email Chain with Client	.40
11/14/17	Email Chain with JP, AF, TP; Re: Inspection of Documents	.25
11/14/17	Email Chain with D. Holloman, JP, KR, JM; Re: Hale Settlement Matters	.25
11/14/17	Attend Hearings on MSJ; Review File with Client; Review Research; Prepare Emails to Pancoast Re: Depositions and Discovery Responses; Discussion with Attorney Olgivie Re: Retention; Email to Parker; Discussion with AF; Review Plaintiffs' 14 th ECC Supplement; Review files	7.5
11/14/17	Draft and Send Email to Olgivie with Attachments	.75
11/14/17	Telephone Call with Olgivie Regarding Retention	.50
11/15/17	Review cases re: validity of contract under NRS 624; discussion with AF and BM	2.75
11/15/17	Review research re: admissibility of litigation conduct; discussion with BJM	.75
11/15/17	Discussion with BJM re: recoverable damages w/ breach of contract vs. product liability	.75
11/15/17	Receive, Review and Analyze Email from Client	.15
11/15/17	Receive, Review and Analyze Email from Client	.25
11/15/17	Receive, Review and Analyze Email from Client with Link	.40
11/15/17	Call with Client	.25
11/15/17	Call with Client	.50

11/15/17	Call with Client	.25
11/15/17	Call with Client	.10
11/15/17	Call with Client	.10
11/15/17	Call with Client	.75
11/16/17	Call with Client	.25
11/16/17	Call with Client	.25
11/16/17	Call with AMF	.15
11/16/17	Call with Client	.15
11/16/17	Call with Client	.10
11/17/17	Call with Client	.15
11/17/17	Call with Teddy Parker	.10
11/17/17	Call with Teddy Parker	.10
11/17/17	Call with Client	.50
11/17/17	Call with Client	.25
11/17/17	Call with Teddy Parker	.10
11/17/17	Call with Teddy Parker	.15
11/17/17	Call with Teddy Parker	.15
11/17/17	Call with Client	.65
11/17/17	Call with Client	.15
11/17/17	Email Chain with EC, JP, AF, MN, TP, KR; Re: Olivas Deposition	.15
11/17/17	Draft and Send Email to Ogilvie with Links	.25
11/17/17	Prepare and Attend Hearings	4.5
11/17/17	Several discussions with clients from office	.50
11/17/17	Receive, Review and Analyze Email from Client with Link	.40
11/17/17	Receive, Review and Analyze Email from L. Rotert; Pomerantz Bill	.15
11/18/17	Draft and Send Email to Client with Links	.15

11/18/17	Email Chain with JP, AF, TP, BP, JH, KR; Re: MIL Meeting. Discovery with AF.	.50
11/20/17	Email chain with AF re outstanding expert bills	.25
11/20/17	Email chain with AF re meet and confer for MILS and hearing for Giberti's MGFS	.25
11/20/17	Email chain with AF re Knez letter and threat of motion to file protective order in CA for Rodgers and Rene Stone depositions	.25
11/20/17	Email Chain with Ogilvie and AF; Re: Permit App	.25
11/20/17	Receive, Review and Analyze Email from Client; Forward to AF	.15
11/21/17	Receive, Review and Analyze Email from Client	.25
11/21/17	Call with Client	.10
11/22/17	Draft and send email to AF re recent list of damages and review AF response	.15
11/22/17	Email Chain with Ogilvie, AF with Attachments; Re: Lange Supp Brief	.15
11/22/17	Draft and send email to AF re sending Lange responses brief to Ogilvie and review AF response	.15
11/22/17	Review notices of vacating deposition of Rene Stone and Harold Rodgers	.50
11/22/17	Review Lange's 12 th ECC Supplement	.25
11/24/17	Review correspondence from Dalacas	.25
11/24/17	Review email filings and depo emails	1.50
11/25/17	Call with Client	.10
11/25/17	Call with Client	.10
11/25/17	Call with Client	.15
11/26/17	Review Lange Discovery responses and attachments	1.50
11/27/17	T/C with J. Olivas re deposition	.35
11/27/17	Review hearing transcript from 11/14/17 hearing	1.50

11/27/17	T/C with T. Parker and Henriod (x3)	.75
11/27/17	Conference call with T. Parker, J. Pancoast and JEA to continue hearings; Emails	1.0
11/27/17	Receive, Review and Analyze Email From JO; Re: Final Invoice	.25
11/27/17	T/C's with Teddy Parker	.65
11/27/17	Email Chain with JP, TP, AF, KR, DP, JH; Re: MIL / Expert Depositions	.50
11/27/17	Email Chain with Bess White, TP, JP; Re: Edgeworth MOT for Summary Judgement	.35
11/27/17	Receive, Review and Analyze Email from Client	.15
11/27/17	Draft and Send Email to Client	.15
11/27/17	Receive, Review and Analyze Email from Client	.15
11/27/17	Draft and Send Email to Client	.25
11/27/17	Receive, Review and Analyze Email from Client	.25
11/27/17	Draft and send email to AF re Carnahan depo and review AF response	.15
11/28/17	Email Chain with JP, AF, KR, JH; Re: Outstanding Discovery	.15
11/28/17	Email Chain with EN, JP, KR, DP; Re: Letter from Parker	.50
11/28/17	Review Lange letter (11/28/17), analyze; discussion with AF	1.25
11/28/17	Review Amended Notice of Carnahan Depo	.25
11/28/17	Conference call with Judge Bulla chambers w/ Pancoast to reset December 1 st hearings to December 20 th and call with Pancoast separately	.50
11/28/17	Review notices of vacating depositions	.50
11/28/17	Email Chain with Ogilvie to Discuss Case	.15
11/29/17	Receive and analyze email from Ogilvie	1.50
11/29/17	Email Chain with EN, JP, TP; Re: Letter from Parker	.50
11/29/17	Email Chain with JP, AF; Re: Discovery Motions	.15

11/29/17	Draft and send email to AF re drafting reply to Lange's supplemental Opposition	1.50
11/29/17	Draft and send email to AF re drafting notice of attorney lien	.15
11/29/17	Draft and send email to AF re letter from Pancoast to Simon	.15
11/29/17	Review and analyze Lange's supplemental brief	2.50
11/29/17	Email from client Angela Edgeworth	.15
11/29/17	Email response to client Angela Edgeworth	.25
11/29/17	Review and analyze email from Oligilvie re: contractors license legal arguments and response email to Oligilvie; Discussion with AF	1.50
11/29/17	Draft reply to Lange's Supplemental Opposition to Plaintiffs' MSJ	2.75
11/29/17	Discussions w/ J. Henriod re moving hearings and settlement	.65
11/29/17	T/C with T. Parker	.50
11/29/17	Draft letter to Parker	.50
11/30/17	Review release; T/C J. Greene; T/C T. Parker; revise release	1.25
11/30/17	Call with Teddy Parker	.15
11/30/17	Call with Teddy Parker	.15
11/30/17	Call with Teddy Parker	.10
11/30/17	Call with AMF	.25
11/30/17	Call with Teddy Parker	.15
11/30/17	Call with AMF	.10
11/30/17	Call with AMF	.10
11/30/17	Call with AMF	.20
11/30/17	Call with AMF	.10
11/30/17	Review file for Lange bills, T/C to Parker re: settlement	.75
11/30/17	Negotiate release w/ Henriod (his office)	3.50
11/30/17	Conversation w/ Green; draft email, send release	.75
11/30/17	Receive and review letter dated 11-30-17	.25

11/30/17	Received and reviewed Lange letter (11-29-17) regarding scheduling discovery; Discussion with AF	.75
11/30/17 & 12/2/17	Email chain with AF re attorney lien	.15
12/1/17	Email Chain with JP, AF, DP, JH, MB, KR; Re: Discovery Motions	.15
12/1/17	Receive and review release email to Defendant	.75
12/1/17	Receive and review release email from Pancoast & discussion with AF	.50
12/1/17	Review Viking's 19 th ECC Supplement	.25
12/4/17	Received and reviewed DCRR; L/M for Green/Vannah	.75
12/4/17	Review notice vacating UL Depos	.25
12/4/17	Discussion with AF	.40
12/5/17	T/c with John Green; Email from John Green; Discussion with staff	.40
12/5/17	Review subpoena to Dalacas	.25
12/5/17	Emails to client and John Greene messages	.50
12/5/17	Draft and Send Email to Client and Response	.15
12/6/17	Draft and send email to AF re notice to vacate Caranahan depo	.15
12/6/17	Review file and gather materials requested by Vannah; email from John Greene	2.25
12/6/17	Email from AF re evidentiary hearing from Judge Jones law clerk and discussion with AF	.50
12/6/17	Review notice of vacating depo of Carnahan	.35
12/6/17	Receive and review email from Janet Pancoast; discussion with AF; response; forward to Vannah	.35
12/6/17	Received and reviewed Lange's 13 th ECC Supplement	.50
12/6/17	Email Chain with JP, AF; Re: Carnahan Deposition	.15
12/7/17	Email Chain with JP, AF, TP, KR, JM, JH, DP, SM; Re: Evidentiary Hearing	.35
12/7/17	T/C with Vannah	.50

12/7/17	Draft and revise letter; Review of file to Vannah w/ attachment	1.75
12/8/17	Received and reviewed Lange 14 th ECC Supplement	1.25
12/8/17	Review Motion for Good faith settlement; discussion with AF	.75
12/8/17	Received and review order granting Giberti Motion for Good Faith Settlement; T/C with Parker	.50
12/8/17	Email chain with AF re Order Granting Giberti MGFS	.15
12/11/17	Email from Zamiski; Response email	.15
12/11/17	Review/ Analyze Lange 15 th ECC Supplement	.50
12/11/17	T/C Parker & Pancoast; Email from T. Parker; Email from Crt	.75
12/11/17	Review client's release of claims; emails to J. Greene; Discussions with AF	.50
12/11/17	Draft and send email to AF re Lange's 15 th ECC Supplement and review AF response	.25
12/12/17	Draft and send email to AF re Stip to Dismiss and review AF response	.15
12/12/17	Attend hearing on Viking Motion for Good Faith Settlement	1.75
12/6/17-12/12/17	Messages; Returned messages; discussions with Floyd Hale	.50
12/12/17	Email from J. Pancoast; Received/Reviewed/Analyze stip to dismiss; order on Good faith settlement; discussion with AF	1.25
12/12/17	Received letter from Pancoast to DC Bulla; Pancoast email re checks and signing stips	.50
12/14/17	Review both stips to dismiss; send to J. Pancoast; T/C to M. Nunez; Review email from J. Pancoast	.50
12/15/17	Review email from T.Ure; T/C to J. Pancoast re 2 nd stip to dismiss and arrange pick up of settlement checks	.50
12/18/17	Pick up settlement checks; exchange for stip; contact Vannah's office re signature	1.50
12/18/17	T/C and emails to J. Greene re checks; T/C to Pomerantz office re bill; emails; review bills from Pomerantz	1.0

12/18/17	Received, reviewed and analyze email from B. Vannah	.50
12/19/17	Emails to B. Vannah and J. Greene re checks	.25
12/19/17	Received and review email from B. Vannah to J. Christensen; Received and review email from J. Christensen and response from B. Vannah	.25
12/20/17	Request return of sprinklers from Volmer Grey	.25
12/20/17	Receive and review draft Motion for Good Faith Settlement; Lange release for \$100k and release for \$22k	1.50
12/21/17	Review emails from Pancoast and Parker; revise joint motion for good faith settlement and send back to Parker	.75
12/21/17	Receive, review and analyze email from B. Vannah (3:21pm)	.50
12/23/17	Received, reviewed and analyzed email from B. Vannah (10:45pm)	.50
12/26/17	Receive, review and analyze email from J. Christensen to B. Vannah (10:46am)	.25
12/26/17	Receive, review and analyze email from B. Vannah (12:18pm)	.75
12/26/17	Receive, review and analyze email from J. Christensen	.25
12/27/17	Receive, review and analyze email from JC w/e letter attached	.75
12/28/17	Receive, review and analyze email from B. Vannah (3:07pm)	.75
12/28/17	Receive, review and analyze email from B. Vannah (2:03pm)	.25
12/28/17	Receive, review and analyze email from B. Vannah (4:17am)	.75
12/29/17	Received and reviewed email re joint motion and revised joint motion	.40
1/2/18	Revise Lange release and send back to T. Parker	.75
1/2/18	Received/reviewed Viking stip to dismiss	.35
1/2/18	Received/reviewed email from J. Pancoast and T. Parker	.35
1/2/18	Received/reviewed and analyzed letters from Zurich re settlement checks	.25
1/2/18	Received, reviewed and analyzed email from J. Greene (3:45pm)	.25
1/2/18	T/C with S. Guidy at Bank of Nevada	.50

1/3/18	T/C w/ S. Guindy at Bank of Nevada; Received, reviewed and analyzed email with attachments	.75
1/3/18	Analyze , review schedule and additional emails from S. Guindy	.50
1/4/18	Analyze, receive and send emails to S. Guindy at Bank of Nevada; Review Emails from J. Christensen and Bank , J. Greene	.75
1/4/18	Email from T. Parker (E Nunez) re Joint MGFS, sign and return to T. Parker	.50
1/4/18	Email to T. Parker and E. Nunez regarding revisions to release	.50
1/4/18	Travel to Bank of Nevada for bank account requested by client	1.50
1/4/18	Email E. Nunez releases again per her request	.25
1/5/18	Email from S. Guindy and response	.25
1/5/18	Email from Nunez	.15
1/5/18	Review Court filing of MGFS Lange	.25
1/8/18	T/C with S. Guindy; receive, review and analyze letter from Vannah	.50
1/8/18	Travel to Bank of Nevada 2x re Trust deposit	2.5
	Review all Emails concerning service of all pleadings (679 emails)	135.80
	Total Hours	866.20
	Total Fees at \$550 per hour	\$476,410.00

EXHIBIT C

EXCERPTS FROM "SUPERBILL" WITH FERREL'S POST-DISCHARGE ENTRIES

(Note: Identical exhibit (labeled Exhibit KK) was submitted with the Edgeworths' 5/3/21 Motion to Reconsider 3rd Lien Order in Accord with Mandate)

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11/27/17	Draft and serve notice to vacate deposition of Anthasia Dalacas	0.25
11/28/17	Draft and serve amended deposition notice and subpoena for Robert Carnahan	0.25
11/28/17	Review Letter from Lange and discussion with DSS	0.75
11.28.17	Review, Download & Save Subpoena Duces Tecum for Robert Carnahan PE	0.30
11.28.17	Review, Download & Save Amended Notice of Continued Video Deposition of Robert Carnahan P.E. Duces Tecum	0.30
11.29.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 19 th Supplemental NRCP 16.1 Disclosure	0.30
11.29.17	Review, Download & Save Correspondence to Counsel, dated November 29, 2017	0.30
11/29/17	Review Ogilvie response to Lange's Supplement to MSJ; Discussion with DSS re Reply	0.50
11.29.17	Review email from DSS re drafting reply to Lange's supplemental Opposition	1.50
11.29.17	Review email from DSS re drafting notice of attorney lien	0.15
11.29.17	Review email from DSS re letter from Pancoast to Simon	0.15
11.29.17	Email to Pancoast re hearing dates I front of DC Bulla in light of negotiations	0.15
11.30.17	Email to George Ogilvie instructing him to stop working on the case	0.15
11.30.17	Review, Download & Save Letter to Counsel	0.30
11.30.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding Hearings	0.30
11/30/17	Review Viking's 19 th ECC Supplement	1.0
11/30/17	Review Letter from Lange regarding discovery scheduling and discussion with DSS	0.75
11.30.17 & 12.2.17	Email chain with DSS re attorney lien	0.15
12/1/17	Draft Notice of Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	2.5
12.1.17	Review, Download & Save Lange Plumbing Verification to Rogs	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

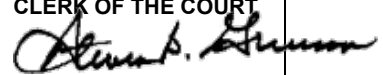
12.1.17	Review, Download & Save Notice of Attorney Lien	0.30
12/1/17	Review Release from Viking and discussion with DSS re release	0.50
12/4/17	Draft and serve notice to vacate deposition of UL Laboratories	0.25
12/4/17	Review Lange written discovery responses	1.5
12/4/17	Discussion with DSS re scheduling and status of case	0.40
12.4.17	Review, Download & Save Notice Vacating the 2 nd Amended Video Depo of NRCP30(b) (6) Designees of Underwriters Laboratories	0.30
12.4.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
12.5.17	Email chain with UL re vacating depo	0.15
12/6/17	Review Lange's 13 th ECC Disclosure	2.5
12.6.17	Review email from DSS re notice to vacate Caranahan depo	0.15
12/6/17	Draft and serve Notice to Vacate Robert Carnahan Deposition	0.50
12/6/17	TC with Judge Jones law clerk rehearing scheduling; Discussion with DSS	0.50
12.6.17	Review, Download & Save Service Only – Lange Plumbing 13 th Supp to NRCP 16.1 ECC	0.30
12.6.17	Review, Download & Save Service Only – Notice of Vacating the Continued Video Depo of Robert Carnahan	0.30
12.7.17	Review, Download & Save MDGF- Def The Viking Corporation & Supply Network MGF Settlement & Request for OST	0.30
12/8/17	Review Viking Motion for Good Faith Settlement, Analyze and discussion with DSS	0.75
12/8/17	Review Lange's 14 th and 15 th ECC Disclosure	0.50
12.8.17	Email chain with DSS re Order Granting Giberti MGFS	0.15
12/8/17	Review Stipulation to Dismiss from Viking and discussion with DSS	0.50
12.8.17	Review, Download & Save Lange Plumbing 15 th Supplement to 16.1 ECC List Witnesses and Docs	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

12.8.17	Review, Download & Save Lange Plumbing 14 th Supp to 16.1ECC List of Witnesses and Docs	0.30
12/11/17	Discussion with DSS re client's release of claims	0.20
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12/12/17	Review Order granting Giberti Motion for Good Faith Settlement and discussion with DSS	0.25
12.12.17	Review, Download & Save Ltr. To Discovery Commissioner Bulla Re. Settlement	0.30
12.13.17	Review, Download & Save NEO Granting Third Party Def. Giberti Construction LLC Motion for Good Faith Settlement	0.30
1/2/18	Draft Notice of Amended Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	1.5
TOTAL HOURS x \$275 per hour (reduced)		762.6
TOTAL FEES		\$209,715.00

EXHIBIT D

EXCERPTS FROM 8/29/18 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.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C

DEPT. X

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

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

22 APPEARANCES:

23 For the Plaintiff:

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

24 For the Defendant:

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

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

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 minute discussions -- there are a few discussions on the bills that are on
2 there, those aren't captured.

3 Any calls from the office that we did with regard to this case,
4 whether it be with Mr. Edgeworth, whether it be with experts, whether it
5 be whoever, any calls from the office we weren't able to get, we
6 subpoenaed the records from Cox and were not able to obtain those, so
7 those aren't include on there -- included on there.

8 But what we did to get those dates on that superbill was we had to
9 choose a landmark date. So, with regard to the WIZnet filings, because I
10 needed something -- I needed a landmark date for each of those filings, I
11 went to the date that that thing was filed, the date that the pleading was
12 filed and that's the date that I put it in on.

13 I know there's been some allegations about a 22 hour day, which I
14 know we're going to talk about in detail, but that kind of explains that
15 because I -- and I mean, again, I talked about it in detail. Everything that
16 was filed, for example, on September 13th, I put on September 13th for
17 the WIZnet filings. Every email that was received on September 13th, I
18 put on September 13th, and then I also gave all of the WIZnet documents
19 .3 hours, because what I did was I would review the -- when it came in on
20 WIZnet -- I was the one working on this case. We didn't have a paralegal
21 in this case. I was the one that did it. I would open the WIZnet
22 document, review it, download it, save it, and send it out to wherever it
23 needed to do. Some of these, super quick, maybe not .3. Some of them,
24 way longer than .3.

25 So, we had to have a base mark number for all of the WIZnet

1 filings, so that's why we chose .3 for the WIZnet filings, which are
2 identified as -- I can tell you, if you'd like. On my bills, review, download,
3 and save, and then I put the name of the document, and that's a WIZnet
4 filing. So anytime you see review, download, and save, that's a WIZnet
5 filing.

6 Same thing with emails. Our base calculation, I had to put a base
7 calculation, it was .15, and then if the email was more time consuming,
8 the appropriate number was put on there. This is with regard to my bill.

9 Q So, I heard a couple of things. One, I heard no paralegal.

10 A Yes, sir.

11 Q So that's why there are no paralegal bills?

12 A Yes, sir.

13 Q Okay. Thanks for clearing that up. Let's take the WIZnet
14 filings as an example. What did you do with a WIZnet filing when it was
15 made in this case, in the Edgeworth case?

16 A I would -- like a WIZnet, like any filing?

17 Q Like someone filed a motion. One of the Defendants filed a
18 motion.

19 A When the Defendants filed a motion, I would download it, I
20 mean, review it, save it, and then send it out to Danny, send it out to
21 Brian, send it out to whoever. And I didn't send it to Brian every single
22 time, but some of the more important things, I know Brian was very
23 active in the case, and like he wanted to be in charge -- like not in charge.
24 Informed of the stuff going on. So, I would sometimes send it to him,
25 too.

1 Q Okay. And is that different from any review you would do if
2 you were say taking the lead on drafting an opposition to a motion?

3 A Well, yeah. I would review it to see what it is. I mean, do I --
4 and then I would also have to like calendar it or what not, too. I mean,
5 and if I was supposed to do an opposition, so for example, with your
6 example, a motion. A motion comes in, the review, download, and case
7 only incorporates the review, download, and save. If it was a motion,
8 then I -- and I was going to do an opposition to it, I would review it later.
9 I wasn't reviewing it at that time to draft the opposition.

10 Q Okay. You indicated that you did some -- that you helped Mr.
11 Simon with his timesheets?

12 A Yes, sir; I did.

13 Q What did you do --

14 A Some of it.

15 Q -- for Mr. Simon?

16 A Well, I did -- I took his cell phone records. Again, because we
17 weren't able to get the office records, so I took his cell phone records and
18 I plugged in his cell phone records into the bill, and then I also -- I'm the
19 one that put the infamous, on Exhibit 13, a Plaintiff review of all emails
20 concerning service of all pleadings, (679 emails), without a date. So,
21 would you like me to explain that?

22 THE COURT: I would.

23 THE WITNESS: Okay.

24 MR. CHRISTIANSEN: Yeah, I'd like to hear about it, too.

25 THE WITNESS: So, what that is, is that's the WIZnet filings.

1 If you look at any of Mr. -- if you look at Mr. Simon's superbill, there are
2 no WIZnet filings in his. And so, when I would send the WIZnet filing -- I
3 sent every single WIZnet filing to Mr. Simon.

4 So, what that number is -- or so what is, there were 679
5 emails, and I had multiplied that by .2 because he would have to open it,
6 and then analyze it or whatever, and then that was it. And if he wanted
7 to do more to it, then he could choose to do more to it, but because there
8 was a formatting issue, plugging every one of those 679 emails in -- so
9 those are all WIZnet filings. Those WIZnet filings are for the entire case,
10 679. So, that goes from May -- well, I guess the complaint wasn't filed
11 until June, so June of 2016 through -- I guess the attorney lien is when
12 we kind of stopped counting. That's when we stopped counting any of
13 the WIZnet filings in the case.

14 MR. CHRISTENSEN: Okay.

15 THE COURT: So, that's through the attorney lien?

16 THE WITNESS: Yes, ma'am. The amended attorney lien in
17 January.

18 THE COURT: And do these include some of the same WIZnet
19 filings that are in your bill?

20 THE WITNESS: Yes, ma'am.

21 THE COURT: Okay.

22 THE WITNESS: But we would both -- I mean, he would read
23 them as I -- he didn't download them. He just read them when I would
24 send them to him.

25 THE COURT: And what did you -- what was the time per --

1 THE WITNESS: .2.

2 THE COURT: .2. Okay.

3 BY MR. CHRISTIANSEN:

4 Q Did Mr. Simon enjoy billing?

5 A No.

6 Q How do you know?

7 A He was super grumpy about it, and he had lots of Post-Its
8 everywhere, and he just -- he absolutely did not enjoy billing. I don't
9 know how many times he said he didn't know how to bill.

10 Q Let's talk about the Edgeworth Exhibit 9.

11 A Okay.

12 Q Have you seen Edgeworth Exhibit 9?

13 A Yes, sir.

14 Q What did you do when you first received Edgeworth Exhibit
15 9?

16 A Well, I looked at it. I added up -- not that I'm great at math,
17 but I think I'm decent enough. I added up just to make sure their hours
18 were all, and the math -- the chart was right. And then I looked at all of
19 the boxed ones, because I assumed those were the ones that they had
20 issue with, and then I pulled the bills for -- if -- because some of them are
21 prior to the superbill. I pulled the paid hours and the new hours, the
22 superbill hours, and I compared them to see what their issue was or
23 what I thought their issue was with it.

24 Q Okay.

25 A So I could review it.

1 Q And just for clarification of the record, it's Edgeworth Exhibit
2 9, Bate 8 through 12; is that what you have?

3 A I believe it's 7 through 12.

4 Q Oh, did I miss one?

5 THE COURT: Yes, it starts on 7.

6 MR. CHRISTIANSEN: Okay. I apologize. I missed one.

7 THE COURT: Well, Ms. Ferrel starts on 8, but the --

8 THE WITNESS: Oh, I do --

9 THE COURT: Right. There's beginning with Mr. Simon on
10 page 12.

11 THE WITNESS: Sorry, Judge.

12 MR. CHRISTIANSEN: Okay.

13 THE COURT: I mean on 7.

14 BY MR. CHRISTIANSEN:

15 Q So, there was some discussion about email billing for Mr.
16 Simon on 8/20 and 8/21/2017.

17 A Yes, sir.

18 Q Do you recall that earlier today?

19 A Yes, I do.

20 Q Okay. So, what did you find when you took a deeper look
21 into those boxes on this exhibit?

22 A On Mr. Simon's 8/20 and 8/21, or just --

23 Q Correct.

24 A -- all boxes? On those boxes, it was different things. A lot of
25 -- what I think the common error is, and maybe Mr. Vannah can correct

1 me if I'm wrong, but it's the emails, the WIZnet filings, and the telephone
2 calls that were added that put all of these -- that put -- that I think they're
3 questioning these hours, because -- and again, like I just told you, I had
4 to use a landmark date.

5 So, whether I opened, reviewed, and downloaded on that specific
6 day, or whether it was the next day, or the next day, I mean, it happened
7 within a few days of that, but I used a landmark date because again, I
8 wanted to have support for everything I put into the superbill.

9 Q Talking, specifically, about the Sing [phonetic] work old, new,
10 on 8/20/2017, that's listed on Bated page 10 of Exhibit 9 for Mr. Simon.

11 A Oh, I apologize. Yeah. Well, what I found on there is that he
12 had -- they're different. It's actually different stuff.

13 Q Okay. Those are the emails that Mr. Christiansen showed to
14 Mr. Edgeworth earlier today?

15 A I believe so, yes.

16 Q And copies of those emails are in Exhibit 80 that's been
17 submitted to the Edgeworth counsel and to the Court?

18 A Yes, sir. And I believe one of them, and I can't tell you which
19 date right now, one had 10 emails and one had 12 emails.

20 Q Okay.

21 A And on one of those days, I believe it was 8/21, he hadn't
22 billed for any emails at all.

23 Q So, let's take a look at some of these issues on here. There's
24 a 22 hour day on here.

25 A Yes, sir.

1 Q 9/13/2017. That's on page 10 of Exhibit 9.

2 A Yes, sir.

3 Q What's going on there?

4 A Okay. So again, what I think happened, if you look at the --
5 it's the very last entry on that page. On the paid bills, it was -- I had eight
6 hours, 8.75 hours, and then on the new superbill, there's 14.10 hour, and
7 if you look at the new bill, all of the time is review, download, and save
8 the WIZnet filings. But, also, on that day, and I know for a fact because
9 that was right after -- we had to do out-of-state commission. We're like
10 ramping everything up. This case was incredibly fast at the very end.

11 Q Let me interrupt you for just a second.

12 A Okay.

13 Q Did something happen the day before that date on 9/13?
14 Was there a deposition or something that went on?

15 A Well, on 9/7 --

16 Q Okay.

17 A -- Mr. Carnahan -- yeah, Carnahan, he was deposed.

18 Q Okay.

19 A And he was our expert for like seven hours, and so then one
20 of their other complaints they have is the one right above that -- or not
21 complaints. I apologize. One of the other issues that they had boxed
22 was the 9/8/17 date.

23 Q Okay.

24 A And that was the date after Mr. Carnahan's deposition, and
25 there was a ton going on that day because of what Mr. Carnahan had

1 testified to, we were -- I mean, we were resetting depositions, we were
2 starting the motion to strike, we were noticing all these depositions over
3 that course of between the 8th, the 13th. I mean, and it just all happened
4 in a short period of time, Viking people in Michigan.

5 So, on the 13th one, which you were talking about a minute ago, a
6 lot of those downloads were for Michigan people, okay? The Viking
7 counsel refused to accept service on a lot of them, so we had to file
8 applications to take out-of-state commission, deposition, out-of-state -- I
9 think everyone knows what I --

10 THE COURT: Out-of-state depositions?

11 THE WITNESS: Yeah, the commission to take an out-of-state
12 deposition. There we go. So, we had to file that. But then you had to
13 also file all of the paperwork with the Court in that jurisdiction. Well, in
14 Lansing, you have Ingham and Eaton, and that's where some of these
15 were at, and then some of them were in Grand Rapids, which is a
16 different county, and you had to fill out documents each time you did.

17 So, some of these, yeah, it was, you know, an amended
18 deposition notice, okay, but each time I filed that deposition notice, I had
19 to resubmit the paperwork to the Court, which took time. I mean, and it
20 was, yeah, I had some of it filled out. It was a little quicker the next
21 times, but you know, that's why it took so long each time I did it, even
22 whether it was amended or the first notice.

23 BY MR. CHRISTIANSEN:

24 Q We were talking about some of the WIZnet filings with regard
25 to the 22 hour entry on 9/13.

1 A Yes, sir.

2 Q So, you know, I use WIZnet, sort of, right? I get an email, I
3 can open it up, I can download something. I don't always do it that day.
4 Sometimes I do it the following day when I get to it. What were you
5 doing in this case?

6 A What was I doing in the WIZnet --

7 Q Yeah, with the WIZnet.

8 A -- with regard to WIZnet?

9 Q Did you open them every day as soon as they came in? How
10 did that work?

11 A No. I mean, yeah, I would try to do that, but there was,
12 again, a lot of stuff going on with the case. I mean, if I'm working on a
13 motion to strike, I'm not going to stop my motion to strike when I see,
14 you know -- just when I'm downloading, when I know I just filed 10 or 12,
15 you know, deposition notices, especially in the ones Viking counsel's,
16 you know, taking -- that they're accepting service of.

17 I'm not going to stop working on my motion to strike and/or reply,
18 or opposition, or motion to compel, or whatever I'm working on, to
19 download that day. It may have been the next day or the next day, but it
20 would've had to be within two or three days because we had to keep up
21 to date on this case all the time.

22 Q So, I mean, why does it take you to do this work, just to do a
23 WIZnet for a notice of taking deposition?

24 A Okay. So, what happened in this case is they had a
25 confidentiality order, right? A protective order. I know that's super

1 common in these big document cases and things like that, but this one,
2 they had actually threatened us because a document got served that was
3 confidential, and they sent a letter to us threatening to sue us if --
4 because we violated -- not sue us, but they were going to take action
5 against us, because we violated the protective order.

6 And so, they told us to withdraw it and then we had to do all this
7 other stuff from that. So, because of that, I was the one that was doing
8 all of this.

9 Q Well, is calendaring also an important issue in a large
10 complex litigation?

11 A Yes.

12 Q I mean, you have to keep track of all the different parts, right?

13 A Yes.

14 Q But do you keep track of all the different parts and do this
15 kind of labor on a smaller case?

16 A No.

17 Q Only the larger cases?

18 A I mean, this is the only one that I typically do all of it on. I
19 mean, we have a paralegal who is very competent and has done --
20 worked for Mr. Simon for 20 years, so she does most of it, but with
21 regard to this case, because again, it was kind of a -- it was a very -- it
22 was his friend, it was a very fast moving case. We didn't want to miss
23 anything. That's why I was doing all of it.

24 Q When you performed your review of these box entries, did
25 you find any errors?

1 A On?

2 Q On any of the billing? Did you go and see -- like for the 22
3 hour day, did you go back and see, yeah, there were however many
4 WIZnet filings that day and --

5 A Oh, yeah. No. Sorry. I didn't quite --

6 Q Yeah.

7 A -- understand. Yeah. So, no, I did. I took that day, and I
8 pulled -- you know, I pulled the paid hours, and then I also pulled the
9 new hours, and I compared them, and these are an exhibit, if you needed
10 them, but -- and there were no -- I recalculated everything because I
11 anticipated that they were going to talk to me about the ones in the box
12 -- in the boxes.

13 Q Okay.

14 A So, I just wanted to make sure that I didn't screw up, so if I
15 did screw up, I could at least say that it was my fault.

16 Q Okay. Well, are you padding bills?

17 A No, sir.

18 Q Was that your intent?

19 A No, sir.

20 Q Long days happen when you're an attorney?

21 A Yeah. Especially a trial attorney, yes.

22 Q Okay. And especially in document intensive cases?

23 A Yes, sir.

24 Q I think your testimony is that you probably didn't work 22
25 hours on 9/13 because of the WIZnet filings?

1 A Yeah. I don't think I worked 22 hours on 9/13, however --
2 Q And --
3 A -- I do --
4 Q Have you worked 22 hour days before?
5 A I have one hundred percent worked 22 hour days before.
6 Q Okay. Can you --
7 A When I --
8 Q -- explain that a little bit?
9 A Yeah. When I worked over with -- at Mr. Eglet's firm, we did
10 -- I worked hand-in-hand with him and Mr. Adams, and a couple of other
11 attorneys on the endoscopy cases, and those were huge, complex cases,
12 very similar -- I mean, not similar in fact and stuff to this case. I mean,
13 but when we were preparing for it, I mean, we're talking hundreds and
14 thousands of documents. Yeah, we would. We would work, I mean, on
15 average, 15, 16 hour days. That was an average day for us if we were in
16 trial.
17 Q Okay.
18 A There were -- I can think of at least a dozen days where we
19 worked all through the night, me and Mr. Adams, and I went home, I
20 would shower, and I'd come right back to work, and we'd go right to
21 trial. Did it happen on this day? No. I didn't do 22 hours on this day
22 specifically, but again, that -- I have worked 15 hour -- yeah, I have
23 definitely worked 15, 16 hour days on this case.
24 You know, I mean, and so there was a lot of times I would even
25 work from home. I think it was said, and I don't remember who said it,

1 but I heard the testimony, or it may have been in opening that, you
2 know, I was working from my -- there is no way someone could work
3 from their office for that long. Well, I have remote access, and so I'm -- I
4 work a lot of times at home until 1 or 2:00 in the morning. I live by
5 myself with my dogs, so, you know, I mean, I don't have a lot of
6 interruptions.

7 And so, you know, I mean, I work from home a ton. I'm at the --
8 but in this case, I had to be at the office for a lot, and so it was very
9 common for me to be there 12, 13 hour days, and then I would go home
10 and work from home. And I have email on my phone, I have email --
11 remote access on my laptop. So, I mean, I would work long hours.

12 Q Did you do all the work that you billed for?

13 A Yes, sir; I did.

14 Q Did you get the right date on all the work that you billed for?

15 A Well, I mean, I think I did. Yeah, with what we've just talked
16 about, I mean, with the exception of those -- with the WIZnet filings
17 maybe being the next day or the following day within that time range;
18 yes, I did.

19 Q Okay. And on that same theme, we've got a 135 hour block
20 entry for Mr. Simon. How do you know that he was reviewing these
21 emails that you gave him credit for?

22 A Because he would respond back to the email with the WIZnet
23 filing attached.

24 Q Okay.

25 A Like he would -- like I would send the email, and then he

1 would respond to the email, and the WIZnet filing would be at the
2 bottom. You know how an email is.

3 Q So, he was on top of it?

4 A Yes, sir.

5 Q Okay. Let's talk a little bit about the review of these
6 produced documents and the assertion by Mr. Edgeworth that he was
7 solely responsible for the blossoming value of the case. Is it fair to say
8 that you get the first look at any document production?

9 A Yes.

10 Q Was the first major production on July 6th, 2017?

11 A Yeah, that's the first one that was like thousands and
12 thousands of pages. It was a lot more. They had only produced like a
13 couple hundred pages or maybe a thousand pages before that one.

14 Q Okay.

15 A That's the first big one.

16 Q And that was by Viking, I believe?

17 A Yes, sir.

18 Q Okay. So, this is Exhibit 88. It's the law offices, Exhibit 88.

19 So, this appears to be an email from you, Ms. Ferrel, on July 6th; is that
20 correct?

21 A Yes, sir.

22 Q And that's 2017?

23 A Yep. Yes. Sorry.

24 Q And it seems to be a -- as these emails are set up, as we can
25 see, it's a forward on top of an email from Janet Pancoast --

1 A Yes, sir.

2 Q -- to some of the other lawyers in the case, including
3 yourself?

4 A Yes, sir.

5 Q So, first of all, can you tell me a little bit about what had gone
6 on in the case prior to this time about disclosures and attached
7 documents?

8 A Yeah. So, what Viking was doing when they were producing
9 their documents and, actually, Lange was doing it, too, is they'd serve
10 the pleading without any documents attached, unless it was like six
11 pages or something like that, or maybe even like 20 pages. I don't -- you
12 know, but a small amount. And then they'd send a disc in the mail, and
13 so we would wait three days, four days, or however long the mail took to
14 get it. And I mean, that's -- and when a case is moving this case, you
15 kind of need the documents then.

16 So, I said something to Janet -- Ms. Pancoast, and so then that's
17 why she sent the email before they would serve a pleading, or the day
18 they'd serve the pleading, and it let -- she then would email us and tell
19 us, hey, we're going to serve this today. Let me know if your runner is
20 going to come pick it up.

21 So, I would send a runner to pick it up, so then they would put it --
22 so it wouldn't get put in the mail. The runner would come back, bring it
23 to me, so then I could start going through it as soon as I get it.

24 Q Did that happen with this production on July 6th?

25 A Yes, sir.

1 Q So, the runner went and picked up the production on July
2 6th?

3 A Yes, sir.

4 Q And then you started in on it?

5 A I downloaded it and started in on it right as soon as I got it,
6 and this is at 9:12 in the morning, so she went and picked it up pretty
7 early.

8 Q About how much was the -- that download? The July 6th
9 download?

10 A Twenty-two -- 24,000 pages. I don't know exactly, but it was
11 at least 22, but it may have been 24,000.

12 Q I want to show you what's been marked as the Law Office
13 Exhibit Number 89. It's an email. So, it looks like you sent an email on
14 July 10, 2017, at 10:26 a.m.

15 A Could you bring it down just a little bit? Oh, 10:26. Yeah,
16 never mind. I see what you're saying. Yes, sir.

17 Q You see that? Right --

18 A Yeah.

19 Q -- in the middle?

20 A Yes.

21 Q And you wrote, holy crap, two words, punitive damages.

22 A Yeah.

23 Q And then you mention there's a ton of documents, and then
24 you talk about sending a Dropbox link out to folks for their review?

25 A Yes, sir.

1 Q Is that fair?

2 A Yes.

3 Q Okay. What did you find?

4 A In there? I mean, there was so much stuff. So, kind of go
5 back a minute. The reason why I said that was, holy crap, punitive -- two
6 words, punitive damages, is because on May 3rd, Scott Martorano, who
7 was the 30(b)(6) witness for Viking was deposed for the first time, and he
8 had said that there were 46 activations, okay? Activation is something
9 that Mr. Edgeworth testified to, and it's all throughout this entire case.

10 Q It's when a sprinkler brings rain to everyone --

11 A Yes.

12 Q -- below it and everything below it?

13 A Correct.

14 Q It's when one of those sprinklers goes off.

15 A Yes.

16 Q The 457s. Okay.

17 A Correct. And so, in his deposition, he testified 46 activations.

18 So, when reviewing these, there was a ton of emails, and I don't know
19 how many emails there were. There was a ton of emails. There were
20 also a ton of other documents and things like that. Well, in these emails,
21 they kept referencing another activation, another activation, another
22 activation, another activation. Oh, we had two go off this weekend. Oh,
23 we had two go off this weekend, or -- and even some of these emails
24 were from Viking. Some of these -- I mean, they all came from Viking.
25 Some of them were from people, it turns out, in Southern California,

1 talking about other activations. Well, just looking at it, you could tell that
2 it had it up to weigh more than 46. So, he had basically lied under oath
3 or misrepresented, you know, 46 activations. There were definitely more
4 than 46 activations.

5 Q When you reviewed the July 6th documents, were you
6 looking for something to drive some sort of a punitive damages claim?
7 Was that the part of your thinking?

8 A Well, yeah, that's just something that we do. That's
9 something that I've learned as, you know -- that is -- that's kind of how
10 you kind of change a case, I guess, you know, to say -- I don't know how
11 to exactly say it other than that, but when you find out people are hiding
12 things. When you find out, you know, things like that. We're always
13 looking for ways to, you know, change it and get punitive damages in the
14 case.

15 Q You had done that in other cases to drive value?

16 A Yes. Multiple.

17 Q Without violating any confidentiality provisions, is it fair to
18 say that the law office has recovered a number of seven and eight figure
19 cases using this method?

20 A Yes, sir.

21 Q I'd like to show you what's been marked by the Office as
22 Exhibit 80. This is Bates stamp 6751. It's an email from you to Brian
23 Edgeworth; is that correct?

24 A Yes, sir.

25 Q And this is July 10, 2017, at 11:40 a.m.?

1 A Yes, sir.

2 Q And is it fair to say that via this email, you were providing
3 him with a link to the Dropbox where you had loaded that Viking
4 production into?

5 A The sixth supplement; yes, sir.

6 Q Okay. And then again, looking back to -- let's take a look at
7 the time here that's 11:40 on July the 10th, and going back to Exhibit 89,
8 the time here is 10:26 a.m.; is that true?

9 A Yes, sir.

10 Q Okay. So, you'd already looked through these and had
11 located evidence to support the punitive damage claim, or at least get it
12 up and running --

13 A Yes, sir.

14 Q -- before these documents were ever provided to Mr.
15 Edgeworth --

16 A Yes, sir.

17 Q -- is that accurate? Okay. Now, Mr. Edgeworth talked about
18 an email summary in the last couple of days?

19 A Yes, sir.

20 Q Do you recall the email summary?

21 A Yeah. It was based off of that sixth supplement. There --
22 again, there were thousands and thousands of pages of emails, and so
23 we created an email summary. I created an email summary of what
24 those emails said with Bates stamps, and so it was easier for us to
25 locate. And at that point, activations were, I mean, key for us, so I bolded

1 anywhere it kind of referenced something that was activation related.

2 Q Okay. So, the email was sent around on July 19 via -- or the
3 summary was sent to around on July 19 via email?

4 A I believe so; yeah.

5 Q Okay.

6 MR. CHRISTIANSEN: I'd like to mark Plaintiff's next in order,
7 it's 91. This is 91.

8 MR. GREENE: And what is that?

9 MR. CHRISTIANSEN: It's the e-mail summary --

10 MR. GREENE: Okay.

11 MR. CHRISTIANSEN: -- that Brian talked about earlier today,
12 or maybe it was yesterday. I forget.

13 THE COURT: So, this is the email summary that Ms. Ferrel
14 prepared?

15 MR. CHRISTIANSEN: Correct.

16 THE COURT: Okay. Exhibit 91.

17 [Law Office's Exhibit 91 Received]

18 MR. CHRISTIANSEN: Your Honor, if I could -- yes?

19 THE COURT: Defense has got it. Okay.

20 MR. CHRISTIANSEN: If I could approach the witness?

21 THE COURT: Yes.

22 MR. CHRISTIANSEN: I have a courteous copy for you.

23 THE COURT: I was going to say; do I have a copy. Yeah.

24 MR. CHRISTIANSEN: You sure do.

25 THE COURT: This way I can follow along.

1 MR. CHRISTIANSEN: And you can have a Post-It.

2 THE COURT: Well, thank you.

3 MR. CHRISTIANSEN: There you go.

4 BY MR. CHRISTIANSEN:

5 Q When did you put together Exhibit 91?

6 A Well, I started putting it together after we received the -- it
7 was sometime between July 6th -- I probably -- I didn't start it on the 6th.
8 It would've been the 7th, 8th, sometime after that.

9 Q Okay.

10 A After we received the document production. It took a while.
11 It's a lot of emails.

12 Q When did you finish it?

13 A Well, I sent it out on July 19th.

14 Q Okay. Do you recall if you finished on the 19th or on the
15 18th?

16 A It could have been the 18th. It could have even been the 19th
17 depending on what time the email -- I sent the email. I'm sure I sent it
18 out after.

19 Q Fairly quickly?

20 A Yes, sir.

21 Q Okay. So, tell me a little bit about the work that went into
22 this.

23 A Well, I looked at the email, I would write Bates stamp down,
24 any key phrases kind of that would jog my memory. I mean, I guess it
25 was more geared towards me, but it was also for everybody else to look

1 at. Description of the email, date, from, to. I mean, I just kind of filled in
2 the --

3 Q You also had the Bates number of the particular document
4 that you're discussing?

5 A Correct.

6 Q Okay. And this was sent around to everyone, including
7 Brian?

8 A Yeah. Yes.

9 Q All right. It looks like the very first entry addresses Harold
10 Rogers?

11 A That was who the email was to, yes.

12 Q Okay. Was that the same Harold Rogers that we heard Mr.
13 Edgeworth discuss yesterday?

14 A I believe it was, yes.

15 Q Okay. Without going through -- how many pages is this?

16 A Twenty.

17 Q Okay. You counted it?

18 A I just counted it, yeah. I recounted it.

19 Q Okay. Thank you. How many activations were you able to
20 identify that are reflected just on this email summary, Exhibit 91?

21 A Well, so in --

22 MR. VANNAH: I didn't understand your words. How many
23 what?

24 MR. CHRISTIANSEN: Activations.

25 MR. VANNAH: Activations. Thank you. Thank you.

1 MR. CHRISTIANSEN: Sorry.

2 THE WITNESS: So about 83, but the other thing that's in
3 here is there's an email of 91 in the U.K. So, that was something that
4 was -- I mean, 91 in and of itself, that one email. So, it shows that it's
5 over 46, right? But setting that 91 email aside, there was at least, I
6 believe, 83 to 85. I'd have to go back and count exactly again, which is
7 obviously more than 46, so.

8 BY CHRISTIANSEN:

9 Q The 80 some activations were here in the U.S.?

10 A Yeah, those were in the U.S.

11 Q And then we had 91 in the U.K.?

12 A Right. and that was kind of a distinction. I should've made
13 that distinction because whether the U.K. ones were going to come in or
14 not, I mean, that was kind of a fight we were having with -- you know, in
15 the case, but there were definitely over 46, in the 80s referenced in here,
16 you know, at the time I did the summary.

17 Q The Defense were fighting introduction of activations in a
18 different country?

19 A Yes, they were.

20 Q On evidentiary grounds?

21 A Yes, they were.

22 Q Of course, the U.K. is traditionally a little bit colder than the
23 western United States, especially California, southern California?

24 MR. VANNAH: Is that an expert opinion on the weather?

25 Objection. Some days it's colder, some days it's not.

1 THE WITNESS: I'm not an expert on it. I know Southern
2 California gets warm.

3 MR. CHRISTIANSEN: Whenever I see those guys on the golf
4 channel, they always look cold when they're in the U.K.

5 MR. VANNAH: During the summer, it's not as bad.

6 THE COURT: Mr. Vannah is probably pretty much an expert.

7 MR. CHRISTIANSEN: He could be.

8 MR. VANNAH: Mr. Christensen -- he's not here.

9 MR. CHRISTIANSEN: Christiansen.

10 MR. VANNAH: He just got -- yeah, but he just --

11 THE COURT: Oh, he's here.

12 MR. VANNAH: He's an expert because --

13 MR. CHRISTIANSEN: He's in the back.

14 MR. VANNAH: He's got a daughter that's living in Scotland,
15 right?

16 MR. CHRISTENSEN: Yeah, I do.

17 MR. VANNAH: So, he can be an expert, but I don't think she
18 can.

19 MR. CHRISTIANSEN: I hear he sends her sweaters like every
20 week, because it's so cold.

21 MR. VANNAH: Maybe a bikini, too. Who knows?

22 MR. CHRISTIANSEN: Oh, stop.

23 MR. VANNAH: I'm talking about summer.

24 MR. CHRISTIANSEN: You know --

25 THE COURT: Oh, we are so far -- oh, Mr. Greene, just come

1 save us.

2 MR. CHRISTIANSEN: So, moving on, Your Honor. Moving
3 on.

4 BY MR. CHRISTIANSEN:

5 Q Taking a look at Number 91, was that the extent of the work
6 that you did on activations?

7 A No. This was just kind of the beginning of it. I mean, no -- I
8 mean, this is -- the activations turned into a huge thing, and Mr.
9 Edgeworth created -- I believe he's testified to, a big chart that had -- I
10 think he said -- I don't even remember anymore. There was a lot, over a
11 hundred activations on this chart that were broken down, that he
12 testified to in his --

13 Q Did you --

14 A -- direct.

15 Q -- see the chart from Mr. Edgeworth?

16 A Yes. He sent it. Each time he would add stuff to it, he sent it.

17 Q Okay. Was the starting point of the chart some of the
18 activations on Exhibit 91?

19 A I believe it was. That's one of the first times that we got
20 detailed, you know -- we got detailed, like Bate stamps, because in his
21 chart, he had Bate stamps, and like he had the addresses and things like
22 that. Again, other than the emails, there were a couple other things in
23 there.

24 Q Did you send this around -- 91 around in Excel form?

25 A No. No, it was a PDF.

1 Q Oh, okay. Was Mr. Edgeworth's chart useful?

2 A Yeah.

3 Q Okay. Did you discover evidence of more activations during

4 discovery?

5 A Yes, we did.

6 Q And that was through a use of what I would call traditional

7 discovery?

8 A Yes.

9 Q Interrogatories, request for production of documents --

10 A Motions to compel.

11 Q -- motions to compel. Okay. So, that information combined

12 with -- did Mr. Edgeworth ever independently find an activation?

13 A Maybe -- I'm sure he found activation. Yeah, I'm sure --

14 Q Okay.

15 A -- he did. There was lots of them. I mean --

16 Q All right.

17 A -- so yeah.

18 Q So, those were all used?

19 A Yes.

20 Q Okay.

21 A I mean -- yeah. I think -- yeah, we used the chart. So, yes.

22 Q All right.

23 MR. CHRISTIANSEN: Can I have just a moment, Your Honor?

24 THE COURT: Yes.

25 [Counsel confer]

1 MR. CHRISTIANSEN: No more questions, Your Honor.

2 THE COURT: Okay. And, Mr. Vannah, would you mind if we
3 took like 10 minutes before you start so I didn't have to stop in the
4 middle, because I'm going to need use the restroom before you finish
5 with her. So, if we just go now, then we can do it, and I won't have to
6 cut you off in the middle.

7 MR. VANNAH: I think that's a great idea.

8 THE COURT: Okay. So, we'll take 10 minutes. We'll be back
9 at 3:00.

10 [Recess at 2:55 p.m., recommencing at 3:08 p.m.]

11 THE COURT: Okay. Are you guys ready? We're going to go
12 back on the record in 9738444, Edgeworth Family Trust, American
13 Grating, v. Daniel Simon doing business as Simon Law.

14 Mr. Christiansen, you were finished?

15 MR. CHRISTIANSEN: Yeah.

16 THE COURT: Mr. Vannah --

17 MR. CHRISTIANSEN: Yes, Your Honor.

18 THE COURT: -- your witness.

19 CROSS-EXAMINATION

20 BY MR. VANNAH:

21 Q Do you mind if I call you Ashley?

22 A That's fine.

23 Q We've known each other a long time.

24 A Yes, we have.

25 Q You used to work over at the house of Eglet that I helped

1 build, right?

2 A Yes, we did.

3 Q All right.

4 THE COURT: Mr. Vannah, we just actually had a discussion
5 as to whether you were ever partners with Eglet. I wasn't sure.

6 MR. VANNAH: Well, I own half the building, but he put his
7 name on there. He had more votes than I did. I think Mr. Christiansen
8 voted for him; didn't he?

9 THE COURT: You wanted to call him out.

10 MR. GREENE: I think he did.

11 MR. VANNAH: I don't want to get into that. It's now the
12 house of Eglet, though, but I pay half of it. Okay. I think that was the tie.
13 That was before the endoscopy, I think.

14 THE WITNESS: Yeah.

15 MR. VANNAH: It was me they were looking to, not him. All
16 right.

17 BY MR. VANNAH:

18 Q So, if you don't mind if I just call you Ashley? I don't mean
19 any disrespect. I've just known you that way. It's hard to --

20 A That's fine.

21 Q Okay. So, I just wanted to clarify some things. So, do I
22 understand correctly -- we've seen four invoices and the superbill, right?

23 A Yes, sir.

24 Q All right. And I just wanted to clarify and make sure I
25 understand it. Somebody had to actually prepare those; was that you?

1 A Well, so let me -- the superbill -- I prepared my own superbill,
2 or the timesheet, the big one. And then I prepared all my own invoices.
3 So, I started invoicing, is it April? So, I only did the last two, and I would
4 only prepare my own invoices.

5 Q Yeah. And I may be -- so, let me just back up and make sure I
6 understand it. And I'm not trying to confuse you or make -- either one.

7 A Of course.

8 Q So, I think of four invoices that got paid, I think that way.

9 A Yes.

10 Q Are you with me, up through --

11 A Yeah.

12 Q -- September 22, 2017?

13 A Yes, sir.

14 Q Where there was four separate invoices?

15 A Correct.

16 Q All right. So, let's start with that. Somebody actually had to
17 sit down and prepare that, and kind of what I was listening to is that
18 somewhere in late 2016 or so, that you and Danny had a conversation
19 about the fact that, hey, we need to send an invoice out, right?

20 A Yes, sir.

21 Q Is that right?

22 A Yeah. It would have been like the fall. It was in November-
23 ish.

24 Q Okay.

25 A Yes, sir.

1 Q Of 2016?

2 A Yes, sir.

3 Q And that's the invoice number one --

4 A Yeah, that's invoice number one.

5 Q -- can we call it?

6 A Yes, sir.

7 Q Okay. Fair enough. So, my question to you is that

8 somebody, a human -- some human being, prepared that invoice,

9 actually went through and put it together. Was that you?

10 A No.

11 Q Okay. Who did that?

12 A I believe it was Mr. Simon.

13 Q Okay.

14 A I'm not sure. I did not do it.

15 Q Not a problem. Let's talk about invoice number two --

16 A Okay.

17 Q -- that had been paid.

18 A Yes.

19 Q Did you have any input in preparing that invoice?

20 A No, sir. I did not do that invoice either.

21 Q Do you know -- again, was that Mr. Simon, to your

22 knowledge, that did that, or do you know?

23 A I don't know.

24 Q And as to invoice number one, do you actually know or is

25 that just kind of a guess on your part?

1 A I know I've physically seen Danny typing into that invoice,
2 whether the actual final one was the one that was -- you know, he did it
3 all. I don't know.

4 Q Okay. Let me ask you about invoice number three.

5 A Yes.

6 Q Did you have any input in preparing invoice number three?

7 A Yes.

8 Q What -- did you prepare the entire invoice number three?

9 A No, sir. The one that's -- okay, so invoice number three --

10 Q Yes.

11 A -- it had a cover sheet on it, if I remember correctly, and then
12 it had an invoice for Daniel S. Simon, and then it had the chart, and then
13 after that it had invoice for Ashley M. Ferrel. So, everything that was
14 identified as invoice for Ashley M. Ferrel, I prepared.

15 Q All right. I appreciate that.

16 A Uh-huh.

17 Q Now, how did you go about making the document? What do
18 you physically do?

19 A So, I actually used, as I told Mr. Christiansen, we had put
20 together an hourly bill for a case in Mr. Israel's court -- Judge Israel, with
21 regard to hours for that mistrial earlier in 2016, so I actually just used
22 that template. It was a Word document that I -- that had four columns in
23 it -- and I think it's four. Three. I apologize. It had a date -- well, that's
24 Danny's. Yeah, it had three. Date, description, and time.

25 Q Okay. So, if I understand correctly then, that's a two-part

1 document, invoice three?

2 A Yes, sir.

3 Q And one part is Danny's time and one part is your time,
4 right?

5 A Yes, sir.

6 Q And you use that template and you prepared -- completely
7 prepared the portion of invoice number three of your time, right?

8 A Yes, sir.

9 Q Okay. Invoice number four, same question. Tell me -- the
10 same question I'm going to ask you is do you know who prepared that?
11 Is that when you prepared your portion and Danny prepared his?

12 A Yes, sir. And I believe in that one Mr. Miller also had one.

13 Q Okay.

14 A He has like a single sheet, and I believe his format is very
15 similar to mine, and it's just a single sheet, and he did that himself.

16 Q Okay. But you did your share of that --

17 A Yes, sir, I did.

18 Q -- for your time?

19 A Yes, sir.

20 Q And when you say format, I think I sort of get it. So, the
21 format -- normally on a bill that I see from law offices, I've sent a
22 hundred -- probably millions, millions of those, maybe billions of those.

23 A Uh-huh.

24 Q But on bills, normally, you have something that says the date
25 you do the item.

1 A Yes, sir.

2 Q A description of the item, the number of hours, and
3 sometimes off to the right, some people multiply that out, but a lot of
4 times, just at the bottom, they add up the hours and then put down the
5 rate and come up with the amount; is that how you did that?

6 A Yes, sir. It just had three columns. Date, description, time,
7 and then at the bottom, I think the last page had -- I mean, it will say -- I
8 don't have a full copy of it up here, but it had like total hours, and then it
9 would multiply by \$275, because that was for --

10 Q Okay. Very good. Now, I want to kind of back up to a
11 conversation that you and Mr. Simon had when the first invoice was
12 going out. And I may be wrong about that, so I just want to make sure I
13 understood it. My understanding was that in late 2016, whenever that
14 was, that you and Mr. Simon had a conversation where Mr. Simon says,
15 you know, we need to send a bill -- an invoice out to the client. Do you
16 remember that? Am I right about that? Did you have that conversation
17 before the first invoice went out?

18 A It was with regard to creating an invoice for purposes of the
19 calculations of damages because of the attorney's fee provision in the
20 Lange contract. That was the discussion we had for it. I don't recall
21 anything with regard to him sending this to the client or anything like
22 that. The discussion was just with regard to the hourly rate and how we
23 could do the hourly rate, and that's where the *Sarah Ash* case came in.

24 Q Okay. So that conversation -- how did that conversation
25 come about? I mean, why were you having this conversation, because

1 you're not going to be doing it in billing? Why is he talking to you about
2 it?

3 A Well, we talk about all of our cases.

4 Q Okay.

5 A I mean, and so I'm sure I was just talking to him about a case
6 that was going on or a couple issues that I had in other cases not related
7 to this case. And I mean, we just sat down, and we were talking, and I
8 think he just brought it up. It was one of -- because he was working on
9 the Edgeworth case. At that point in time, you know, he wasn't like fully
10 consumed as he was at the end of the Edgeworth case. You know, and
11 so it was kind of more just us talking about it, and he had to put together
12 a bill for that disclosure.

13 Q Yeah, so I'm just trying to get my brain around the whole
14 thing. So, do you remember the conversation?

15 A Yeah. I mean, the verbatim, no, not the exact.

16 Q But you remember the conversation occurring?

17 A Yes, sir.

18 Q Okay. So, here it is. You're not working on the case, but you
19 guys are talking about it, right?

20 A Yes.

21 Q He's telling you; you know, I need to put together an invoice
22 -- a billing invoice on the case, on the Edgeworth matter, right? He tells
23 you; I need to get an invoice put together?

24 A He may have said sprinkler case, but yeah, we all knew it was
25 Edgeworth -- I knew it was the Edgeworth case.

1 Q What did you guys call it?

2 A The sprinkler case. The Edgeworth case.

3 Q That's --

4 A Same thing.

5 Q You're like me. It's easier to think of the sprinkler case. Yes.

6 A Yes, sir.

7 Q Okay. So, you talk about the sprinkler case. I need to do an

8 invoice to the client, right?

9 A Yes, sir.

10 Q All right.

11 A I've got -- sorry. An invoice for the calculation of damages. I

12 don't know whether or not at that point he was sending it. It was -- the

13 hours he was working, I don't know if he was actually going to send it to

14 the client at that time. In the conversation, I don't know.

15 Q That's fair.

16 A Okay.

17 Q So, out of curiosity, there in the firm, people always ask me

18 questions. Did you ask them at that point in time, by the way, what are

19 your -- what are the terms of our engagement in that case? Did you ask

20 him during that period of time? What exactly is our billing arrangement

21 with him?

22 A No. I kind of leave the money stuff to him.

23 Q Okay, and that's fair. So, was there -- okay. So, we know

24 you didn't know anything about the billing arrangements by the end of

25 2016. You don't have any clue what the billing arrangements are, right?

1 A Correct.

2 Q On the sprinkler case?

3 A Other than what I just told you.

4 Q That he needed to put together a bill?

5 A Correct.

6 Q Right, but you didn't talk about whether it was hourly,
7 whether it was contingency, whether it's an hourly plus a contingency, or
8 how much the hourly was if it was; none of that discussion, right?

9 A Well, with regard to the *Sarah Ash*, it was the five -- we chose
10 the 550. We discussed what he should put.

11 Q Okay.

12 A So, the five -- that's where the 550 came from was -- there
13 was a discussion about his hourly rate at that time.

14 Q And that's -- I want to make sure I get all of the parts of the
15 conversation.

16 A Okay. Sorry.

17 Q And then that's why I've been asking you a little more
18 penetrating questions, so.

19 A Okay.

20 Q So, in this conversation in 2016, late two-thousand -- can I
21 call it late 2016?

22 A That's fine. Yes, sir.

23 Q All right. So, now that you thought about it, you do
24 remember, and I think you might've said that earlier -- you do remember
25 that as part of the conversation, there was a discussion about what was

1 going to be the billing of rate? There was a discussion about that?

2 A Yes, sir.

3 Q And let me involve myself on that. Did Mr. Simon tell you, I
4 don't have an agreement with the client on an hourly rate, so I need to
5 come up with something that I can justify or something like that? How
6 did that come up about the hourly rate?

7 A Well, I mean, he didn't specifically -- I just remember he
8 needed to come up with an hourly rate, and so I said, why don't we use
9 the *Sarah Ash* thing, so --

10 Q So, okay, I want to make sure I get it.

11 A Yeah.

12 Q So, Mr. Simon is looking to you for your thoughts and says
13 to you, I don't have an hourly rate, I don't have an agreement with the
14 client for an hourly rate. Does he say, what do you think would be a
15 good hourly rate or just exactly how -- can you remember the details of
16 that conversation?

17 A All I know is we were talking about the case, and that he
18 needed to -- he was coming up with an hourly rate, and I suggested
19 using the *Sarah Ash* order from Judge Israel. And so, in that one -- do
20 you want me to just talk? I'm sorry. I don't --

21 Q Yeah, go ahead.

22 A Okay.

23 Q I don't mind.

24 A In that one, it was \$600. Judge Israel, \$600 for himself. And
25 so, he decided to just knock it off so the Defense wouldn't complain,

1 balk, whatever word you want to use, wouldn't complain about the rate,
2 because Judge Israel -- if they were to complain about the rate, we had
3 an order from Judge Israel saying that the rate was, you know, approved
4 earlier that year.

5 Q Right. So, if I understand correctly, you have a mistrial?

6 A Yes.

7 Q And Judge Israel says, you guys are going to pay for this
8 mistrial, right?

9 A Well, not ask the Defense, but yes.

10 Q Not you.

11 A Yeah.

12 Q But the people that caused the mistrial, the bad boys.

13 A Yes, sir.

14 Q And he says, you guys are going to pay for the mistrial. So,
15 I'm going to give you an hourly fee for how much you guys lost, you
16 come up with what you did in the case, and we'll come up with a fair
17 hourly fee, right?

18 A Yes.

19 Q And Judge Israel eventually approved \$600 an hour to Mr.
20 Simon as a reasonable compensation for his time, given his stature in
21 the community, correct?

22 A Yes, sir.

23 Q Okay.

24 A I mean, I think.

25 Q So, I'm back to the conversation. I get that.

1 A Okay.

2 Q So, Danny and you were talking, and do you call him Danny?

3 A I do.

4 Q Okay. All right. So, Danny and you were talking and
5 somehow, he discusses with you, I need to do a billing, I need to
6 prepare a billing, and does he say to you, what do you think would be a
7 fair billing, or do you just volunteer that number, or does he say, I
8 wonder what I ought to bill? I mean, I'm trying to get my arms around
9 that because that's -- let me tell you why.

10 You've been in the courtroom. My client has a clear, clear
11 recollection of the conversation at the onset of the case, looking at an
12 onset meeting, you know, within a week, you know, a broader term than
13 Mr. Christiansen likes, but at the onset of the case that the billing was
14 going to be for his time, they don't talk about you. I was wrong the other
15 day when I said that, but it wasn't you who was discussed, it was 550 an
16 hour. Do you remember hearing that testimony?

17 A I heard that testimony.

18 Q Okay. So, that's why I'm so interested in your conversation
19 with Danny, in more -- in as much detail as possible. Did Danny say to
20 you, I don't have an agreement with Mr. Edgeworth as to an hourly fee,
21 so I need to come up with something? Did he say that to you?

22 A He didn't talk about the agreement between him and Mr.
23 Edgeworth at all.

24 Q So, see, here's why I'm asking that question, because I mean,
25 if he's going to prepare an hourly bill to Mr. Edgeworth, was it your

1 impression this hourly bill wasn't a "real bill"? It's going to be just a bill
2 that's going to be presented to the Defense to say, hey guys, your
3 damages are getting bigger, and bigger, and bigger under this indemnity
4 agreement to Lange. The more I bill, the more you guys got to pay. Was
5 that kind of what you saw that as the purpose?

6 A That was my -- yes, sir. That was my understanding of it.

7 Q That that was the purpose of the bill?

8 A That was the purpose of the bill.

9 Q So, you know, I find it kind of odd that the bill that he's
10 preparing to show to Lange that he actually sends to Mr. Edgeworth, and
11 that Mr. Edgeworth actually writes checks and pays not only the legal
12 portion of the bill, but all the costs? Do you see -- you understand that
13 happened?

14 A No, I understand that happened.

15 Q Okay. And in invoice number two, that happened again,
16 right? He prepared another bill at 550 an hour, sent -- gave eventually to
17 the Lange people in discovery, but also sent that to Mr. Edgeworth, and
18 Mr. Edgeworth writes a check for the 550 an hour and all the costs, and
19 pays that bill.

20 A I understand that happened.

21 Q And then, eventually, you get involved in the billing process?

22 A Yes, sir.

23 Q And I think that was on invoice number three?

24 A Yes, sir.

25 Q And so, in invoice number three, again, Mr. Simon prepares

1 a bill for 550 an hour, outlines it. You then prepare your portion of the
2 bill for how much?

3 A Two-seventy-five.

4 Q Very reasonable. No complaints. You're worth more than
5 that, probably. So, for 275 an hour, which is more than that other guy on
6 the stand bills, but that's okay. You prepare your share of the bill for 275
7 an hour, and at the time that you did that, were you also under the same
8 thinking that these are just bills being prepared to give to Lange -- the
9 Lange lawyers to say, well, your damages are getting bigger and bigger?
10 Is that --

11 A That's my understanding of what the bills were for.

12 Q But what you had learned is that Mr. Simon took that bill, not
13 only gave it to the Lange people, but gave that to the Edgeworths and
14 the Edgeworths paid all of that bill, plus all of the costs that had been
15 incurred to date, right?

16 A I understand Mr. Edgeworth paid the bill; yes, sir.

17 Q And on the fourth invoice, they got paid. Again, your time's
18 included in that, right?

19 A Yes, sir.

20 Q Mr. Simon's time is included in that?

21 A Yes, sir.

22 Q And there might've been someone else. Ben, was he in
23 there?

24 A Mr. Miller. Yeah, Ben Miller.

25 Q And I don't know him, but I'm sure his bill was reasonable,

1 but he included time in that. That was all presented to the Edgeworths,
2 and they paid that bill again, in full, with all the costs, correct?

3 A That is my understanding, yes.

4 Q All right. Were you ever present at any meeting, or overhear
5 any discussion on the phone, or anything else where you overheard or
6 were present, where Mr. Simon said to Mr. Edgeworth, hey, old buddy,
7 I'm sending you a bill for 550 an hour, but my time is worth a whole lot
8 more than that, and some day we're going to have to reckon this thing
9 out. Did you ever hear him say something like that?

10 A No. That -- I wasn't around for any of those conversations.

11 Q Okay. Did Mr. Simon ever say to you, hey, I'm billing him for
12 550 an hour, but, in actuality, I have a better idea, someday I'm going to
13 bring him in, sit him down, and tell him, you know what, all my options
14 are on the table, and you guys need to come up and agree to pay me
15 more than the agreement we agreed to in the first place? Did you ever
16 heard that kind of a conversation from Mr. Simon or anyone else?

17 A No, sir. I didn't have anything -- discussions with him like
18 that.

19 Q Did Mr. Simon ever tell you that he had planned on bringing
20 the Edgeworths into the office -- and after they had paid four of those
21 invoices in full, did he ever tell you that he planned on calling them into
22 his office and sit down and say, you know what, you paid all your bills
23 faithfully, you've written every check, you've paid every bill I've given to
24 you, but you know what, I'm losing money. I'm losing money and you
25 guys need to pay me more or my options are on the table. Did he ever

1 tell you he was going to do that? Mr. Simon tell you he was going to do
2 that?

3 A No. I wasn't privy to any of those conversations.

4 Q Did you ever have a conversation with Mr. Simon where you
5 said, you know, Mr. Simon, or boss, or Danny, are you aware that there's
6 rules in the Rules of Professional Conduct that actually talk about having
7 an agreement with a client upfront before you do all of this billing,
8 before you charge them, and you get the fee agreement preferably in
9 writing, but certainty clear as a bell, early on or at the very near outset of
10 the case? Did you ever have that conversation with Mr. Simon where
11 you told him, you ought to do that?

12 A No, sir. I wasn't involved in the case in early -- in mid-
13 summer of 2016. So, I --

14 Q I mean, I'm talking about even later have you ever had that
15 conversation with him? Like why didn't you just have an agreement that
16 everybody was familiar with and have somebody signed it, and you
17 wouldn't be here today. Did you ever say that to him?

18 A I don't think I've ever said that. I just -- you know, I don't
19 have any idea what their agreement was, and I have never had any of
20 those conversations with Mr. Simon, so.

21 Q It felt a little uncomfortable telling him that maybe a little
22 preventative medicine might prevent a lot of what we're doing here
23 today?

24 A Well --

25 Q I get that. And you're an associate, right?

1 A I am an associate.

2 Q Okay. And, again, it's not comfortable to go to a partner and
3 say, you know -- I'm just asking if you ever --

4 MR. CHRISTIANSEN: Excuse me, Your Honor. I'm going to
5 object on foundation grounds. From what I've heard, there is no
6 foundation that she knew whether there was or wasn't a fee agreement.
7 So, this is -- there's no evidence in the record to support any of these
8 questions. He has to lay a foundation first before he can ask these
9 questions.

10 MR. VANNAH: I'm laying a foundation for one thing, but I'm
11 asking a separate question. I think that my foundation is well laid here.

12 THE COURT: Well, I mean, what is the -- I mean, you're
13 asking her if she ever had said to Mr. Simon that he could've prevented
14 this?

15 MR. VANNAH: Yeah.

16 THE COURT: Okay.

17 MR. VANNAH: Just by simply having a fee agreement.

18 THE COURT: Right. And I think she already said no.

19 MR. VANNAH: I think she has.

20 THE COURT: So, can you ask her something else until, Mr.
21 Vannah?

22 MR. CHRISTIANSEN: She has to know whether the, you
23 know, was there an agreement.

24 MR. VANNAH: I thinks he said, no, she didn't have that
25 conversation.

1 MR. CHRISTIANSEN: Was there --

2 THE COURT: Okay. Hold on. Only one of you is going to

3 talk at any given time. We're still in court.

4 MR. VANNAH: Well, he's objecting -- okay.

5 THE COURT: We're still having court here.

6 MR. VANNAH: You are. Go ahead.

7 THE COURT: I mean, this is the deal. He asked her if she

8 ever said that to Mr. Simon, which I think she can testify to, but she

9 already said, no, I never said that to him.

10 MR. CHRISTIANSEN: Absolutely, and then the questions --

11 MR. VANNAH: I'm not -- I don't have any other questions.

12 THE COURT: Okay. He's going to move on.

13 MR. VANNAH: So, to make it simple --

14 MR. CHRISTIANSEN: Okay.

15 MR. VANNAH: I mean, I don't have questions about --

16 THE COURT: About that.

17 MR. VANNAH: -- that because --

18 THE COURT: Okay.

19 MR. VANNAH: -- that answered the question.

20 THE COURT: Okay.

21 BY MR. VANNAH:

22 Q Has Mr. Simon ever told you that he actually had a fee

23 agreement with Mr. Edgeworth that he made early on in the case? Has

24 he ever said I actually had a fee agreement?

25 A I have never had any conversations with regard to the fee

1 agreement with Mr. Simon.

2 Q Okay. And so, you know, this is a yes or no question. Has
3 Mr. Simon ever told you -- I just want to make it clear -- that he actually
4 had a fee agreement with Mr. Edgeworth that he entered into at the
5 outset of the case?

6 A No, sir.

7 Q Thank you. Now, I don't want to go through each and every
8 one of your billings, but the ones -- I just pulled out some. Like the
9 9/13/2017.

10 A Yes, sir.

11 Q You billed -- I think you billed -- at least I just added up 22.85
12 hours.

13 THE COURT: And are you referring to the chart that was
14 created by your client, Mr. Vannah?

15 MR. VANNAH: I am because I think that reflects that day.

16 THE COURT: Okay. I'm just -- I just need to follow along
17 with you. I just wanted to know what document we're talking about.

18 MR. VANNAH: Good question. I don't even know that.

19 THE COURT: So, it's your Exhibit 9.

20 MR. VANNAH: 9.

21 THE COURT: Okay. And what date did you say, Mr. Vannah?

22 MR. VANNAH: I just want to take one date and just go to
23 September 13th --

24 THE COURT: '17?

25 MR. VANNAH: -- 2017. That date. Hold that right there. Let

1 me just ask some preliminary questions.

2 THE WITNESS: Okay.

3 BY MR. VANNAH:

4 Q So, what I understand --

5 MR. VANNAH: -- okay. While he's looking for that let me just
6 make sure --

7 THE COURT: It should be Bates stamp page 10, Mr. Greene.

8 MR. GREENE: It sure should.

9 THE COURT: At the very bottom.

10 MR. VANNAH: All right.

11 MR. GREENE: Thank you, Judge.

12 THE COURT: You're welcome.

13 BY MR. VANNAH:

14 Q I want to call it the original invoice.

15 A Yes, sir.

16 THE COURT: Okay. Just so we're clear, Mr. Vannah, this
17 isn't the invoice. This is a chart that your client prepared, not the invoice
18 that was sent out by Mr. Simon's office, right?

19 MR. VANNAH: Right. I'm saying -- I want to talk -- yes.

20 THE COURT: Oh, so you are talking about the original
21 invoice?

22 MR. VANNAH: Yeah. Just keep this in mind.

23 THE COURT: Okay.

24 BY MR. VANNAH:

25 Q We're going to go to this. I want to now go to -- just in my

1 mind. You don't have to look at it, I don't think. What I call the original
2 invoice, would that be invoice number three or invoice number four that
3 would capture this date?

4 A That would be invoice number four.

5 Q Okay. I don't think we have to look at it, because you've
6 already looked at it, but on invoice number four that was eventually sent
7 to Mr. Edgeworth that he paid --

8 A Yes, sir.

9 Q -- on that date, 9/13/2017, had your time on that date been
10 8.75 hours on invoice number four? And if you need to look at it, you
11 can.

12 A Yes, sir. It was 8.75.

13 Q 8.75. And this one you've looked at, so you're pretty sure of
14 what you're saying, right?

15 A Yeah. I actually --

16 THE COURT: Mr. Vannah, I need to follow along, so I'm
17 going to need some page numbers.

18 MR. VANNAH: Okay. Then help me just --

19 MR. GREENE: That's Exhibit 2, page number --

20 MR. VANNAH: We'll do -- help me out here.

21 MR. GREENE: -- 30.

22 THE COURT: Page 30? Okay.

23 MR. GREENE: Yeah.

24 THE COURT: Okay.

25 MR. VANNAH: I'm going to have --

1 THE COURT: Okay. So, 9/13. Okay.

2 MR. VANNAH: I've got this tech genius here next to me. He
3 can't even turn a cell phone on, but --

4 BY MR. VANNAH:

5 Q All right. Just point -- so if you look at -- what's the
6 document number so I say it right? Exhibit what?

7 THE COURT: 2.

8 MR. GREENE: Exhibit 2.

9 MR. VANNAH: Exhibit 2? That's our Exhibit 2?

10 MR. GREENE: Yes, it is.

11 THE COURT: Yes.

12 MR. VANNAH: Page 30. Point to where it says that. So, if
13 you look at line item -- it would be 9/13.

14 THE COURT: The very top two, Mr. Vannah.

15 MR. VANNAH: Thank you.

16 BY MR. VANNAH:

17 Q Yeah, so, if you look at 9/13, the very top two, in detail, you
18 talked about you prepared, and you attended a hearing on Defendant's
19 motion to compel home inspection, right?

20 A Yes, sir.

21 Q And you reviewed the Pancoast letter and discussed it with
22 DSS, and that'd be Danny Simon, I'd take it?

23 A Yes, sir.

24 Q So, your time for that particular task was 6.25 hours, right?

25 A Yes, sir.

1 Q All right. Then you go down to the next item. Finalize and
2 serve Nevada revised civil procedure 30(b)(6), notice of deposition. That
3 time took two-and-a-half hours, right?

4 A Yes, sir.

5 Q Or two-and-a-half, right? So, if we add those two things
6 together on 9/13, on the bill that got paid, you -- the firm got paid for 8.75
7 hours of your time for 9/13/2017, right?

8 A Yes, sir.

9 Q Then if I understand correctly, then you went back, and we've
10 talked about that a little bit, and created among other things -- so this --
11 you created more time for -- that the firm wanted to be reimbursed, for
12 example, on this date, the very same day, 9/13/2017, correct? That's
13 what you entered in timewise, correct?

14 A Yes.

15 Q Okay. Now, let's talk about that. So, the time in addition to
16 the 8.75 hours that you came up with in this task that you undertook was
17 an additional 14.1 hours to bill for on 9/13/2017, right?

18 A Yes, sir.

19 Q Now, when you add that up, I come up with really close to 23
20 hours. Do you see that?

21 A Yes, sir.

22 Q All right. And in all due candor, I think you've said that
23 earlier, and I know you're an honest person, you didn't work anywhere
24 near 23 hours that day, correct --

25 A Likely not that day.

1 Q -- on this case?

2 A Correct.

3 Q Okay. So, when we look at this -- and I'm just not going to

4 go through every entry, okay, because it would -- we would be here, I

5 mean, literally until months from now, and I don't want to do that, but if I

6 look at one entry here, you're clearly telling me that's just erroneous that

7 you know for a fact you did not bill -- you did not work 23 hours plus that

8 day on the sprinkler case, right?

9 A On that day, probably not, but those --

10 Q That's my question.

11 A Okay.

12 Q Because the billing is for that day.

13 A What?

14 Q The billing is for that day, right?

15 A The billing is on -- identified as 9/13/17, correct.

16 Q All right. And you understand, and to be honest and fair to

17 you, you've never sent a bill to another client in your entire life, correct?

18 A Correct.

19 Q You don't have anything to do with billing?

20 A Nope.

21 Q Never had anything to do with billing?

22 A No, sir.

23 Q This is the one and only client that you've ever billed, right?

24 A Well, yeah, that I've -- yeah, that I've ever billed.

25 Q Hourly.

1 A Correct.

2 Q I mean hourly.

3 A Other than the Ash. Putting together hours for the Ash case.

4 Q Okay.

5 MR. GREENE: This is Exhibit 5, Your Honor. This is from --

6 THE COURT: I think it was page --

7 MR. GREENE: That's correct.

8 THE COURT: I don't know what page it was.

9 MR. GREENE: It begins at pages -- page 131 and goes

10 through page 134.

11 THE COURT: Okay.

12 MR. VANNAH: Right.

13 BY MR. VANNAH:

14 Q And if you look at that document, so what you did -- this is

15 the ongoing -- what we've been calling the superbill for that date.

16 There's all those entries about an email chain, et cetera, et cetera, review

17 email, the attachment, review email from documents, and there's just

18 one after another after another, and they're at -- they start at the email

19 chain with DSS, which is Danny Simon. Documents being sent to

20 Zamisky [phonetic], and then it goes -- you go through the next page,

21 and some of them are .15. There's a lot of .30's, right, for review,

22 download, and save, review, download, and save. And then you go to

23 the third page, and you get a lot more review, download, and save, and

24 all at .3, correct?

25 A Correct.

1 Q And then you go to the next page, and you've got a lot more
2 review, download, and save, going all the way down to the last entry,
3 which is review of email from Robinson re deposition dates for Zamisky,
4 Hastings, and Olives [phonetic], and that's .15, right?

5 A Correct.

6 Q So, when you add all that up, that's when you come up with
7 this 14.1 new hours in addition to the 8.75 that you already billed on that
8 day, correct?

9 A Correct.

10 Q Okay. So, was it ever explained to you why Mr. Simon -- did
11 Mr. Simon ever explain to you why he wanted you to go back and create
12 this new billing that had never been presented to the Edgeworths for that
13 period of time in May of 2016 through September 22, 2017? Did he ever
14 tell you why he wanted you to go and come up with all this new -- these
15 new numbers?

16 A Well, the new numbers were all just emails -- things that I
17 could have a hard tie, because I had never billed for any of that time.
18 And it was actually -- I didn't start working on the file until January, so I
19 didn't bill for anything from May until January, but for that one 12/20/16
20 download. So, from that period to the September, so January '17 to
21 September '17, because I had not -- well, January to April, I had not
22 billed for, and so those are emails, phone calls, that kind of thing.

23 Q My question was, did Mr. Simon ever tell you why he wanted
24 you to go back and create all this additional time to put in invoices that
25 had already been sent, reviewed, and paid? Did he ever tell you why he

1 wanted you to do that?

2 A It was my understanding for Lange adjudication process, we
3 had to put together all of our time that we spent on the case.

4 Q Okay. Now, in all fairness, Mr. Edgeworth never said in this
5 courtroom or anywhere that you guys did nothing of any value on this
6 case. Do you understand that? Have you ever heard him say otherwise?
7 Have you ever heard Mr. Edgeworth say you guys never did anything of
8 value on the case?

9 A Not as I sit here right now.

10 Q Do you remember when Mr. Edgeworth said he thought you
11 were very -- you, personally, were very competent, very good at what
12 you did, and he was pleased to work with you. Do you remember him
13 saying that?

14 A I don't know if those were his exact words, but I do -- I wasn't
15 here yesterday when he was testifying.

16 Q Oh, okay.

17 A Yes, sir.

18 Q Did you always have cordial, good relationships with Mr.
19 Edgeworth?

20 A Mr. Edgeworth and I had a cordial relationship.

21 Q Did you find him to be -- it's posed to most clients that I've
22 had at least, did you find him to be more easy -- did you find him more --
23 I don't want to use the word intelligent, but the type of logical mind that
24 could understand the things that you were telling him, as opposed to a
25 lot of clients that I have that -- I mean, personal injuries tend not to get

1 anything.

2 A I mean, he's a smart guy. He's definitely a smart guy. I
3 mean, I have other clients, though, that are engineers, lawyers, things
4 like that. So, I don't want to say he's the only smart guy. I mean, but I
5 won't take away that he's a smart guy.

6 Q I mean, but he -- was he trying to help when he would give
7 you information that he would go out and find? Did you get to -- was
8 some of it helpful to you?

9 A Yeah. Some of it was helpful, yes, sir.

10 Q Did he seem to understand the factual background in the
11 case, the way the failure happened about the different activations, what
12 they had withheld from you guys, and how these things were being
13 activated? Did he seem to understand that?

14 A The factual background to the case with regard to the
15 sprinkler and stuff like that, he was very knowledgeable about that,
16 correct. With holding stuff, I don't understand, but definitely with regard
17 to the factual stuff, yes.

18 Q Yeah, I wasn't suggesting he was withholding anything.

19 A No, no, not him, but I didn't understand that part. That was
20 all I wanted to clarify.

21 Q I understand.

22 A Okay.

23 Q Okay. So -- now, were you at the deposition of Brian
24 Edgeworth?

25 A I was not at Mr. Edgeworth's deposition, no, sir.

1 Q Did you ever read that deposition?

2 A I've read bits and pieces of it, and I haven't read it from cover
3 to -- I have read it, yes, in its entirety, but it was in the middle of the case.

4 Q Did you read the portion of the deposition where Mr. Simon,
5 while, albeit, not under oath, as the attorney said, look, I had given you
6 our billings over and over and over again to billings in this case. Do you
7 remember reading that?

8 A I know that part of the deposition, yes, sir.

9 Q Okay. And when you reviewed that part of the deposition,
10 did you ever see anywhere where Mr. Simon said, well, there's actually
11 more billings for that time, but I'm just giving you the friends and family
12 discount portion of the billing. Did you ever hear him say that to the
13 other side?

14 A Well, no, I don't -- the way -- not the friends and family
15 portion, but my reading of that is that we had supplemented it over and
16 over and over again. That's what he meant by over and over and over
17 again is my understanding. I mean, I don't know, you can ask him,
18 which I'm sure you're going to.

19 Q You're right.

20 A But that we were supplementing, because we did
21 supplement the calculation and the damages over and over and over
22 again, so that's my understanding of that. I don't --

23 Q Did you personally, as working on the case, ever tell the
24 lawyers on the other side, especially the Lange lawyers, or anybody on
25 the other side, hey, you know, these billings that we're submitting as

1 part of the damages, the billings that have been paid by Mr. Edgeworth,
2 these aren't -- this is only a portion of the billings during that time? Did
3 you ever tell anybody on the other side so that they don't get mislead
4 here, that our billings in this case and the damages to Mr. Edgeworth as
5 a result of our legal billings are going to be quite a bit higher than what
6 we've told you so far? Did you ever tell anybody that?

7 A No, sir, I never had that conversation with any of the other
8 defense lawyers or anybody.

9 Q Were you -- did you, during your time you worked in the
10 case, did Mr. Simon ever say to you, you know, these billings that we're
11 giving to the other attorneys, that we're giving to them as our
12 computation of the damages, they really aren't as big as they really are.
13 They're going to be a lot bigger some day when I get a chance to go back
14 and rebill the file? Did they ever tell you that? Did Mr. Simon tell you
15 that?

16 A Not in those words. I knew that the bills, at least mine,
17 specifically -- you would have to ask him. I mean, and I've looked at his
18 bills. It didn't include the emails, the WIZnet filings, and telephone calls,
19 specifically. I knew that, but that conversation -- what you just asked me,
20 did that conversation happen, no, sir.

21 Q So, let me ask you this because I'm trying to understand why
22 you would do something like that. So, it was your belief, was it not, right
23 or wrong, but it was your belief that the larger the bills were that were
24 being paid by the Edgeworths, the more they paid for legal fees, the
25 more Lange would have to reimburse; is that -- that's kind of the thinking

1 that was going on there? At least that's what they told Mr. Edgeworth; is
2 that what you understood?

3 A Well, my understanding is that there was an attorney fee
4 provision in the Lange contract, so whether it was \$1,000 or \$500, or
5 whatever, whatever his attorney's fees were, were recoverable.

6 Q And my point is this, is if those fees were recoverable to the
7 Edgeworths when the case is over. If they're recoverable, wouldn't you
8 want the fees -- if the fees are actually higher than what you're giving
9 them, would you want the fee that you're going to be seeking recovery
10 on to be as high as possible? And not just inflated artificially, but if the
11 fees are really more than what you are giving them in the computation of
12 damages, don't you want to say, hey, we need to get the full amount of
13 the fees that he's eventually going to be responsible for into the
14 computation of damages? Wouldn't you want that to happen?

15 A Well, I mean, yeah, but it was my -- this case was super
16 quick. I mean --

17 Q So, I just want to ask then, when you want that to happen --

18 A Oh, okay. Sorry.

19 Q -- wouldn't you want to get all the damages to the
20 computation of damages, not just part of them?

21 A Yes.

22 Q In fact, you understand, do you not, that if you -- the way the
23 rules work -- I mean, I know you know this, that if you don't do a proper
24 computation of damages, then you leave damages out, at the time of
25 trial, you can't just come up and say, well, we actually had more

1 damages, and we forgot to put them in here, right? You can't just --
2 that's a problem, right?

3 A I understand what NRCP 16.1 says, yes, sir, with regards to
4 computation of damages.

5 Q I bet you know that more than I do, because you're in the
6 trenches doing that and the partner sometimes just relies on the people
7 that really do the good work and know the rules.

8 So, you knew that those computations of damages that in -- that
9 were including the attorney fees of the Edgeworths' pay, you knew that
10 they had a lot of significance to what his damages that he could
11 eventually recover from Lange would be; you knew that, right?

12 A I knew that they were going towards the provision. It was a
13 portion of damages. Yes, sir.

14 Q So if you knew -- if you and Mr. Simon knew that there were
15 going to be additional billings over that four-invoice period, and you
16 knew that the Defense didn't know that, right? They didn't know there
17 was going to be additional billings during that four-invoice period, right?

18 A I don't know what they knew, but I would assume, no; I don't
19 know.

20 Q So, wasn't it incumbent if you had, in your mind and Mr.
21 Simon's mind, you guys had reached the agreement that there's a lot
22 more billing that Mr. Edgeworth's eventually going to have to pay during
23 that period of time that covers those four invoices, we'd better get those
24 supplemented so that we could collect that from Lange? Did you and
25 Mr. Simon ever have a conversation like that?

1 A Not during -- the case was moving so quickly. Like I was
2 saying, none of the emails or telephone calls were captured in those
3 initial bills.

4 Q That's not the question I'm asking you.

5 A Okay.

6 Q My question was if you knew that there was going to be a
7 substantial additional time during the four invoices that you had
8 basically given as a computation of damages to Lange, if you knew there
9 was considerable extra time that wasn't being presented to the Lange
10 defendants, for example, didn't you know that would be a problem in the
11 future when suddenly you say, oh, by the way, you guys have been
12 defending this case for two years, but, here, we have 300,000 more in
13 damages that you weren't aware of that we never bothered to tell you
14 about; didn't you know that would be a problem?

15 A Yeah, it could be a problem at trial. Yes, sir.

16 Q Okay. You knew that -- did you know that you didn't have
17 this case on a contingency fee?

18 A I didn't know what the fee agreement -- or fee arrangement
19 was on this case.

20 Q And you -- were you aware, as you were preparing the billing
21 in the first place, that eventually the Edgeworths would be charged for
22 these additional billings that you were eventually going to come up with
23 at the end of the case?

24 A No, sir. We didn't start doing this, the -- what everyone's
25 called the superbill, until the Lange adjudication process, so I don't think

1 that --

2 Q So, here's what really happened; isn't it? So, what happened
3 is the Edgeworths and the Simons had a little bit of a falling out in
4 November; that would be fair to say, right?

5 A I don't know their relationship. I know they're not talking any
6 more, and I know they used to be friends, so I think that's fair.

7 Q But you learned that working at the office, I assume, that
8 there was some discussion at the office about this Lange adjudication?

9 A Yeah. Yes.

10 Q And then at that point, Mr. Simon said, you know what, I
11 don't know how the Judge is going to rule here, but let's go back and
12 add all the time we can that we can add to -- into the period of time that
13 the Edgeworths were already billed, and even though they had paid
14 those bills in full and even though they paid all the costs in full, let's go
15 back and find more time and add more time so that we can be in a better
16 position with the Judge; isn't that what happened?

17 A No. It's my understanding that they're timesheets, so it's just
18 the hours that were not captured. The purpose of the -- what's been
19 termed the superbill is just a timesheet to show the Judge how much
20 work has been done. Whether or not that's considered a bill, that's
21 something Mr. Simon -- I was told to put my time into a timesheet to put
22 in the motion for adjudication.

23 Q Well, you are aware, are you not, that Mr. Simon is asking
24 the Court to rule and determine that the Edgeworths should pay this
25 extra, what is it, 2-, 300,000?

1 MR. CHRISTIANSEN: Your Honor, I'd like to object as a
2 mischaracterization of a motion for adjudication of Lange.

3 MR. VANNAH: Of what? I haven't asked a question yet.

4 THE COURT: Okay. Only one of you can talk at any given
5 time. And what was the objection, Mr. Christiansen?

6 MR. CHRISTIANSEN: It's a mischaracterization of a motion.
7 We requested quantum meruit, which is a reasonable fee.

8 MR. VANNAH: That would be great.

9 MR. CHRISTIANSEN: But in this case, that was the larger
10 number. That's not what these hours are based upon.

11 THE COURT: Mr. Vannah, your response?

12 MR. VANNAH: I haven't asked the question, so I don't know
13 how to respond. I just started the question.

14 THE COURT: Well, you said are you aware that Mr. Simon is
15 requesting, and then you turned to Mr. Greene to say --

16 MR. VANNAH: Right, so I'd like to finish the question.

17 THE COURT: Okay.

18 MR. VANNAH: Yeah.

19 BY MR. VANNAH:

20 Q Are you aware that Mr. Simon is asking this Court to take
21 into account this additional billing that you guys had come up with,
22 which includes, for example, clearly erroneous billing on one day of
23 almost 23 hours, and they're asking this Court to take -- to factor that in,
24 this additional billing, that had never been presented to Mr. Edgeworth
25 until after December of last year?

1 MR. CHRISTIANSEN: Objection, Your Honor. Compound.

2 MR. VANNAH: It's one question, yes or no, you're aware of it
3 or you weren't aware of it.

4 MR. CHRISTIANSEN: Your Honor, that's not a yes or no
5 question, because he put in a lot of variables and statements into that
6 question. For example, clearly erroneous billings, things of that type.

7 MR. VANNAH: I never said much --

8 MR. CHRISTIANSEN: There's too much in that one question.

9 MR. VANNAH: I never said anybody who had been clearly
10 erroneous.

11 THE COURT: Okay. Well, that's what you said, Mr. Vannah.
12 You said clearly erroneous about the 23 hours that was billed in one day.

13 MR. VANNAH: Oh, I did.

14 THE COURT: Yeah. And you said --

15 MR. VANNAH: I did. I did and that was clearly erroneous.

16 BY MR. VANNAH:

17 Q You didn't bill --

18 A I don't believe it is.

19 Q You didn't work 23 hours in that day on that case, right?

20 A I think I've testified as to why they're --

21 Q I think my question is you didn't work 23 hours on that day
22 on that case, correct?

23 A I don't believe I did.

24 Q Okay. And my question was are you aware that Mr. Simon
25 has taken your work product on these billings and is asking the Court to

1 consider 275,000 in additional billings during that period of time that the
2 Edgeworths have already paid 387,000 in attorney fees; are you aware of
3 that?

4 A That's not my understanding of what the motion is, but so I
5 guess the answer would be no.

6 Q Okay.

7 MR. VANNAH: Let me just go through some of the -- I might
8 have covered a lot of these.

9 BY MR. VANNAH:

10 Q So, at the time of Mr. Edgeworth's deposition, when Mr.
11 Simon said -- do you remember Mr. Simon saying all of these bills -- all
12 of these invoices have been disclosed to you numerous times? You
13 remember him saying that, right?

14 A Yes.

15 Q At any time, did Mr. Simon tell the Defense we've only
16 disclosed a portion of Plaintiff's fees and costs to you. Did he ever say
17 that?

18 A I wasn't at the deposition. That is not in the deposition
19 transcript though.

20 Q You've read it though?

21 A I've read the deposition transcript and --

22 Q And I'm asking you, from your review of the deposition
23 transcript, did Mr. Simon ever say to the Defendants we've only
24 disclosed a portion of Plaintiff's fees and costs to you? Did he ever say
25 that?

1 A I didn't read that in the transcript, no, sir.

2 Q Did Mr. Simon ever say to the Defendants that there are
3 more invoices for additional fees and costs, which will be disclosed that
4 cover that period of time, up to September 22?

5 A I didn't read that in the deposition transcript, but again, it's
6 been a long time since I've read it, so --

7 Q Did Mr. Simon ever say to the Defendants, we're going to be
8 sifting through Plaintiff's invoices and our files and add time and fees
9 that we haven't added or disclosed yet to you; did he say that to the
10 Defendants?

11 A He couldn't have. So, no, sir, that's not in the transcript.

12 Q Did he ever say anything to the Defendants in the transcript
13 to give notice or even an indication that every fee and cost incurred
14 today hadn't been produced to the Defendants?

15 A Not based upon the transcripts that I recall.

16 Q Okay. Now, when you go back and look at the early billings,
17 you see that they go back and even cover the meeting at Starbucks,
18 right?

19 A I believe -- well, it doesn't have a date on it, but that says,
20 yeah -- yes, sir, I've seen that.

21 Q So, the -- in spite of the -- and that's okay. In spite of the
22 friends and family discount, whatever that is, it is apparent when you've
23 reviewed the billings that the billings do cover the meeting at Starbucks
24 and all those things that happened at that point in time, all the way back
25 to the first day that they met?

1 A There are some entries that are in the first bill, yes, sir.

2 Q Okay. Oh, I know one thing I wanted to talk to you about that
3 was kind of interesting. Mr. Christiansen, when he was talking to Mr.
4 Edgeworth was saying that -- pointed out to him that he had said in
5 August of 2017, that he had perceived that the case -- and I can't
6 remember the exact words -- but had blossomed, gotten better,
7 improved greatly? Do you remember that? Did you ever hear that
8 testimony?

9 A I heard the testimony, yes, sir.

10 Q All right. And in fact -- and then Mr. Christiansen said, well,
11 you say that, but had any defendants offered you a dime in this case at
12 that point by August 2017, and his answer was, no, correct?

13 A That was his answer, I believe.

14 Q Is that true? But is that true, I'm sorry?

15 MR. CHRISTIANSEN: Objection, Your Honor. That's a
16 mischaracterization of the record.

17 MR. VANNAH: I don't think so, but --

18 THE COURT: Okay. Would Mr. Christiansen saying that
19 nobody had offered any money by August of 2017?

20 MR. VANNAH: That's what he asked.

21 THE COURT: Right, and isn't that what Mr. Edgeworth
22 testified to?

23 MR. VANNAH: It is.

24 THE COURT: Okay. I recall Mr. Edgeworth saying that.

25 MR. CHRISTIANSEN: Different testimony at different times.

1 MR. VANNAH: I don't understand. I just asked the question
2 very specifically. What am I mischaracterizing?

3 THE COURT: What is the mischaracterization? Because Mr.
4 Christiansen asked Mr. Edgeworth about that blossoming email. We
5 talked about blossoming for about an hour. And then Mr. Edgeworth
6 said, yes, I said blossoming in the email. He finally said that, and then
7 Mr. Christiansen said isn't it true no one had offered any settlement
8 money by August of 2017, and Mr. Edgeworth agreed to that.

9 MR. CHRISTIANSEN: At one point that is correct; however,
10 when they were going over Exhibit 16 of Mr. Edgeworth's deposition, in
11 which he stated under oath to this Court earlier, that there was a
12 significant offer on the table prior to the blossom -- the dreaded
13 blossoming email, he affirmed that and then he got -- he went back and
14 forth on it. It was very confusing testimony. He went back and forth a
15 number of times. So, that's why it's a mischaracterization. And it also
16 ignores what Mr. Edgeworth said in a -- in his declaration under oath.

17 MR. VANNAH: So, we --

18 THE COURT: No, and I mean I know that there's a huge
19 dispute about what was said in the declaration that attached to the
20 motion. What he testified here to today is nobody had offered any
21 money by August of 2017.

22 MR. CHRISTIANSEN: Oh, today?

23 THE COURT: Yes.

24 MR. CHRISTIANSEN: As opposed to yesterday or the day
25 before?

1 THE COURT: Right. But today --
2 MR. CHRISTIANSEN: I withdraw the objection then.
3 THE COURT: Okay.
4 MR. CHRISTIANSEN: Okay.
5 THE COURT: When Mr. Christiansen asked him, he said, no.
6 Okay. Mr. Vannah, you can ask the question.
7 MR. VANNAH: I don't think it was really disputed.
8 BY MR. VANNAH:
9 Q Wasn't he offered -- there was no offer on the table as of
10 August 17th, or whatever that date was, 2017, was there?
11 A I don't believe there were any offers on the table in August of
12 2017.
13 Q Right.
14 THE COURT: Okay. Mr. Vannah, we've moved on.
15 BY MR. VANNAH:
16 Q Right. So, when Mr. Christiansen said, well, you're talking
17 about how this case is blossoming and the offers to you are zero;
18 remember that?
19 A I was here for the testimony.
20 Q Yes. Okay. But, now -- and you're very bright, and you're
21 very perceptive, and in July of 2017, before this August meeting took
22 place --
23 A Okay.
24 Q -- you were very perceptive and wrote, holy crap.
25 A Yes, I did.

1 Q Holy crap with big explanation marks. That's a legal term,
2 right, holy crap?

3 A Completely. Black's law.

4 Q It's a joke, but it's like, wow, and then you wrote something
5 like can you say punitive?

6 A Something like that, yes, sir.

7 Q Something like that. So, in July -- being the perceptive
8 young lawyer you are, with a lot of experience working with good firms,
9 in July, before this August meeting, you recognized that, by your holy
10 crap comment, holy crap, you know, punitives are in play at this point,
11 right?

12 A Yes, sir.

13 Q And that changes the case substantially; doesn't it?

14 A Punitive damages definitely change a case, yes, sir.

15 Q Changes the complexion of negotiations when insurance
16 companies got their insured out there facing a potential punitive claim,
17 the insurance company can be a little more generous, right?

18 A From my experience.

19 Q Okay. So, when Mr. Edgeworth said in August that the case
20 had blossomed, even though there hadn't been any offers on the table,
21 you recognize that the case had greatly changed when you wrote that
22 holy crap memo, right?

23 A Yeah. There was a lot of stuff that happened, but, yes, sir,
24 that was one of the aspects of it.

25 Q Now, did Mr. Simon ever say to you that he had some -- that

1 he was only charging Mr. Edgeworth a fee to collect compensatory
2 damages? Did he ever, like, tell you, well, I have a fee agreement for
3 compensatory damages, but my fee agreement doesn't include
4 exemplary or punitive damage; did Mr. Simon ever tell you that?

5 A No, I don't have any idea what their fee agreement was.

6 Q And isn't it true that it was Brian Edgeworth, if you know,
7 who actually contacted fire marshals and others, both here and abroad,
8 and discovered how extensive these activations were, both before and
9 after Plaintiff's incident, before his activation?

10 A I know that Mr. Edgeworth contacted a fire marshal in
11 California, and I know he contacted some people in Europe.

12 Q And he did that, right?

13 A He's the one that made the phone call.

14 Q So, isn't it true that Brian was the one who found the link that
15 uncovered hundreds of additional activations of these sprinklers? He's
16 the one that actually went out and found that, right?

17 A I believe that he found some additional activations. I'm not
18 going to discredit him for that, but I don't think he found all of them.

19 Q So -- but he found a great many of them?

20 A He found -- he found -- yeah, he found some, yes.

21 Q And brought that to your attention?

22 A Yeah, he -- well, I mean, I think in the documents that we had
23 as well.

24 Q And isn't it true that Brian prepared many of the document
25 productions and other discovery responses in this litigation?

1 A I can't agree with that, no.

2 Q Okay. So, let me --

3 MR. VANNAH: -- if I can confer with the client?

4 THE COURT: Yes.

5 [Pause]

6 BY MR. VANNAH:

7 Q Now, you had mentioned that a part of your efforts -- which
8 are your efforts too, to go back and create this additional billing for that
9 four-invoice period, that you went out and got cell records?

10 A Cell phone records, yes, sir.

11 Q Where did you get the cell records from? From what
12 company?

13 A Well, I got mine from my company and then Mr. Simon
14 obtained his.

15 Q Where are those records?

16 A Where are those records?

17 Q Yes.

18 A On the internet. I mean, I just looked them up.

19 Q Well, do you have -- do you have those so you can show the
20 Court and us?

21 A I'm happy to -- I mean, mine, I don't know -- yeah, I don't
22 have them with me right now.

23 Q No, no, I mean, but could you -- we're going to be here --
24 today's Wednesday. Yeah, and I'd like you to stay available. I don't
25 want to call you back up. I want --

1 MR. CHRISTENSEN: I'm sorry, Your Honor, if Mr. Vannah
2 has a discovery request, he should make it to counsel, not to the person
3 on the witness stand.

4 MR. VANNAH: I guess we're not allowed to do discovery in
5 this case. I mean, all due respect, you told us --

6 THE COURT: Well, I said you weren't allowed to do
7 depositions, Mr. Vannah. I wouldn't allow depositions. I mean, it's my
8 understanding there have been some conversations between the two of
9 you and there's been some documents exchanged.

10 MR. VANNAH: Well, I'd like to see the phone records that
11 she's referring to that she used for both her and Mr. Simon. Yeah, that's
12 a simple request, so we can look at them tomorrow and then -- and
13 compare them to her work, and I may recall her as a witness, depending
14 on what I find from that, since we're now relying on documents that
15 have never been produced in this litigation. Can I have those
16 documents?

17 THE COURT: Mr. Christensen.

18 MR. CHRISTENSEN: Your Honor, do I get an opportunity to
19 respond?

20 THE COURT: Yes.

21 MR. CHRISTENSEN: Thank you, Your Honor. We've actually
22 been working very well on producing documents. For example, Mr.
23 Greene asked late last week for some documents, and we got them right
24 over to him pretty promptly. If this request had come in early after the --
25 I mean, this -- the timesheets were provided in January. Even having

1 said all of that, they waited months and months to bring this up, to raise
2 it during the third day of the hearing. I don't have a base objection to
3 produce any redacted phone records, only the calls that relate to the
4 billings here. That's not going to be done overnight.

5 THE COURT: Well, I mean, and that was my concern,
6 because my concern is we're not entitled to know everybody that Ms.
7 Ferrell is talking to back in 2017.

8 MR. VANNAH: I don't want that.

9 THE COURT: So, we're only entitled to know which calls she
10 used in regards to preparing this -- we'll refer to it as the superbill
11 because everybody knows what we're talking about -- the superbill in
12 this litigation. So, I mean, that's going to have to be redacted.

13 MR. VANNAH: I agree.

14 THE COURT: So --

15 MR. VANNAH: I don't want -- I don't want to know who
16 she's --

17 THE COURT: Well, you had also --

18 MR. VANNAH: She may have somebody we don't want to
19 see. No, I'm just teasing.

20 THE COURT: You would also agree with me, Mr. Vannah,
21 that we can't force her to do that tonight?

22 MR. VANNAH: Yeah. So, here's -- I appreciate Mr.
23 Christiansen, but --

24 THE COURT: Mr. Christensen.

25 MR. CHRISTENSEN: Christensen.

1 THE COURT: It's okay.

2 MR. VANNAH: I'm going back and forth.

3 THE COURT: It's okay.

4 MR. VANNAH: You guys should not work together.

5 MR. CHRISTIANSEN: It's our plan.

6 MR. VANNAH: It's a good plan. If I had known, remember,
7 this is the problem, and I'm not coitizing anybody for that, but if I had
8 been able to -- if I had taken her deposition she would have told me all of
9 this, and I would say, oh, I want those phone records.

10 So, I get it, but I -- that's part of the problems that occur
11 when you're doing discovery in the middle of the hearing. I'd just like to
12 see those phone records and have them redacted so we can see them
13 and be able to compare to what those phone records -- because my --
14 you know, I'd like to be able to compare them and see if those phone
15 records match up to what she's got in here. There's a lot of time for
16 telephone calls.

17 THE COURT: Well, there is a lot of time for --

18 MR. CHRISTENSEN: Your Honor, if I may? I've already said I
19 don't have an objection to producing them. You should have asked
20 earlier.

21 THE COURT: You just have an objection to her staying up all
22 night.

23 MR. CHRISTENSEN: You can't get them tomorrow. I'm not
24 doing that.

25 THE COURT: Well, and I -- we can't expect them tomorrow. I

1 mean, we just cannot.

2 MR. VANNAH: All right. I'm okay.

3 THE COURT: But, I mean, I think then in regards to timing of
4 this case, I mean, if we can get -- I assume we'll finish Ms. Ferrell today
5 because it's only 4:00 right now, so I think we're doing well on her, so if
6 we can get her off the stand today, we then still have Mr. Simon and Mr.
7 Kemp is my understanding that are coming in tomorrow.

8 MR. VANNAH: That's fine.

9 THE COURT: I'm not going to hold out a ton over -- that's not
10 going to leave us a ton of time at the end of the day. So, I mean, we're
11 going to have to come back on this case for something else later
12 anyway, so if you want the phone records, we can produce them, but
13 they're not -- that's not going to be done tomorrow.

14 MR. VANNAH: That's fine, Your Honor. And what Mr.
15 Christensen says, he could have asked earlier, I didn't --

16 MR. CHRISTENSEN: You can call me Jim.

17 MR. VANNAH: When Jim got -- you know, that's a lot easier.
18 Jim and Pete, that's easy. You can call me Bob. So, bottom line is I --

19 THE COURT: I understand the point you're making, Mr.
20 Vannah.

21 MR. VANNAH: I didn't know anything about any phone
22 records or how she did it. I didn't even know she was the one who did it.

23 THE COURT: Right. Well, we found all that out today.

24 MR. VANNAH: It's okay.

25 THE COURT: But you said it at the hearing, Judge, I want to

1 do depositions, and I told you that you and I were going to find out all
2 these stuff at the same time, and that's exactly what's happening here
3 today.

4 MR. VANNAH: And I --

5 THE COURT: So, we're going to -- Ms. Ferrell, we're going to
6 need you to produce those records, you know, timely, but not tonight.

7 THE WITNESS: Okay.

8 THE COURT: Okay. We're not going to ask you to produce
9 them tonight, so we'll address, you know, how we proceed after
10 tomorrow at the end of the day tomorrow, but there is no expectation for
11 you to have those here tomorrow. But they'll be redacted, any personal
12 information, just the records in regards to the calls you made in regards
13 to the Edgeworth's litigation.

14 THE WITNESS: Okay.

15 MR. VANNAH: And the damage records too. His phone.

16 THE COURT: Well, we have to ask Mr. Simon for those,
17 because she just testified that she got them from him, and it's my
18 understanding that it's probably just going into -- I'm using Verizon
19 because that's my carrier.

20 MR. VANNAH: Okay.

21 THE COURT: Probably you went into Verizon's website and
22 pulled up all your old billings. I'm assuming you don't have access to
23 Mr. Simon's cell phone bills, so we can request that of Mr. Simon to get
24 you those, but he's going to have to get you those because what she's
25 saying is there was no court order issued. She went on the website and

1 went through her old bills. So, Mr. Simon would need to sign in, put his
2 password in, and go get his bills.

3 MR. VANNAH: And I -- but I thought you did that?

4 THE WITNESS: I didn't get Mr. Simon's bills.

5 THE COURT: No, she said she didn't.

6 THE WITNESS: I just put them into a bill.

7 BY MR. VANNAH:

8 Q Well, I didn't mean you went and got them, but you had --
9 you had his billing records -- you had his phone bill records.

10 MR. CHRISTENSEN: Your Honor --

11 THE COURT: Yes.

12 MR. CHRISTENSEN: Can I short circuit this, please?

13 THE COURT: Yes.

14 MR. VANNAH: Yeah, sure.

15 MR. CHRISTENSEN: Okay.

16 MR. VANNAH: Anything you can do to help.

17 MR. CHRISTENSEN: My understanding is that Mr. Simon
18 has calls in paper form.

19 MR. CHRISTIANSEN: I think so.

20 MR. CHRISTENSEN: Okay. So whenever appropriate, which
21 we'll address tomorrow --

22 THE COURT: Yes.

23 MR. CHRISTENSEN: At some point in the future we'll do the
24 redaction job, we'll provide them.

25 THE COURT: Okay. And we'll get the timing and everything

1 of that, depending on how things shape up tomorrow by the time we
2 end.

3 MR. VANNAH: Which brings up an additional question, and
4 I'm almost done.

5 BY MR. VANNAH:

6 Q So, the question is, too, when you talked to Mr. Edgeworth, it
7 was usually on your cell phone?

8 A No, both. If I didn't answer my cell phone, he would call the
9 office or vice versa.

10 Q And just out of curiosity, so would your office -- did that keep
11 track of the length of the call with somebody and who you talked you?

12 A No, that's the problem because we subpoenaed the Cox --
13 Cox is our phone provider, and Cox wasn't able to give us the bills for
14 that time period.

15 Q So, what bills you're talking about, you looked at, would be
16 the cell phone records?

17 A The cell phone records, correct.

18 Q Okay.

19 A Yes, sir.

20 Q No, I just want to make sure I'm kind of narrowing it --

21 A Yeah.

22 Q Ashely, thank you very much. It's nice to see you again.

23 A Nice to see you, too.

24 THE COURT: Okay. Mr. Christensen.

25 MR. CHRISTENSEN: Thank you, Your Honor.

1 understand it, it had some additional clauses or contingencies in it; is
2 that correct?

3 A Correct. It wasn't just \$6 million, hey, the case is over. They
4 had stipulations attached to the \$6 million. They wanted a confidentiality
5 clause. They wanted a motion for good faith settlement, and there was a
6 lot to talk about in regard to the settlement itself because it wasn't a
7 done deal just because they said \$6 million. And Brian didn't want a
8 confidentiality. I mean, that was a deal breaker for him the whole way
9 through this case. And every mediation, I'm not signing a
10 confidentiality. So, when that came in with that requirement, it's kind of
11 a problem.

12 Q It's something you had to talk to him about?

13 A Yeah, he wanted to understand how it would affect him, why
14 he would want to do it, why he wouldn't want to do it, and that was just
15 one of the many things that we talked about on November 17th in my
16 office.

17 Q I mean, the \$6 million offer, that's not peanuts.
18 Confidentiality seems like a small thing.

19 A I don't know if it's a small thing or not. I know I don't like
20 confidentiality. I know that as a routine basis, I don't sign off on
21 releases with confidentiality, because with confidentiality comes a lot of
22 invitations for lawsuits. It can create exposure to clients beyond that
23 particular deal.

24 Q Did the settlement agreement with Viking have a
25 confidentiality provision in it in the -- in its final form when it was

1 signed?

2 A It did not.

3 Q Why not?

4 A Because I negotiated that out of there.

5 Q And that was at Brian's request? As well as being your
6 opinion of what should happen?

7 A Yeah.

8 Q So, we talked about the mediator proposal. Was that
9 discussed at the meeting of November 17th?

10 A Yes.

11 THE COURT: And, I'm sorry, Mr. Christensen, but I am the
12 finder of facts, so I have some questions.

13 Mr. Simon, you said that you basically negotiated the
14 removal of the confidentiality agreement you all agreed with because
15 normally you don't do it and Mr. Edgeworth didn't want it, so together
16 you guys agreed to do this. Do you remember when Viking agreed to
17 remove that?

18 THE WITNESS: I do not.

19 THE COURT: Okay.

20 THE WITNESS: But I think it was prior to the final release, so
21 I think it would have been --

22 THE COURT: Was it prior to you going on vacation?

23 THE WITNESS: It would not have been prior. It probably
24 would have been right when I got back.

25 THE COURT: Okay.

1 BY MR. CHRISTENSEN:

2 Q And your vacation was right over Thanksgiving?

3 A Correct.

4 Q Okay.

5 A So, technically, I was back in the office on that Monday.

6 THE COURT: Which is the 27th? Monday is -- of November?

7 THE WITNESS: Yeah.

8 THE COURT: Yeah, Thanksgiving would have been the 23rd,
9 so that following Monday is the 27th.

10 THE WITNESS: Okay. So, when I got back from that,
11 obviously I went -- hard to work on all aspects of the Edgeworth case. I
12 was, you know, negotiating that out, and then obviously preparing my
13 letter and the proposed retainer that I sent to them attached to the letter.

14 THE COURT: Okay. But at this point, you have not had any
15 contact with the Edgeworths since the 17th?

16 THE WITNESS: I never -- no, I think -- I've had some phone
17 call -- I had some -- I had this meeting and I had a few phone calls after
18 this meeting, and then I tried to iron this out a few times over my
19 vacation with him.

20 I think the last full communication ever with -- verbally with
21 either one of them was the 25th when I was boarding a plane, because I
22 never had a lot of time to be available because I was always -- you know,
23 if I was on a plane for five hours, I'm unavailable.

24 So, I tried to get a hold of him, you know, when I could, and I
25 think the last time was when I was boarding the plane to come home.

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MR. VANNAH: Thank you, Your Honor.

THE COURT: Thank you.

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

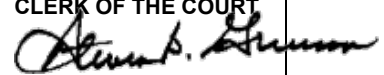
ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.

A handwritten signature in cursive script that reads "Jessica B. Cahill". The signature is written in dark ink and is positioned above a horizontal line.

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

EXHIBIT E

EXCERPTS FROM 8/30/18 HEARING



RTRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

vs.

LANGE PLUMBING, LLC, ET AL.,

Defendants.

CASE#: A-16-738444-C

DEPT. X

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

vs.

DANIEL S. SIMON, ET AL.,

Defendants.

CASE#: A-18-767242-C

DEPT. X

BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
THURSDAY, AUGUST 30, 2018

RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 4

APPEARANCES:

For the Plaintiff:

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

For the Defendant:

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

RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 again addressed to the same parties, re bate 4553, and this was a letter
2 addressing discovery and some other issues?

3 A Yes.

4 Q Can you sum up that letter and --

5 A This letter basically confirms that Mr. Parker and myself, ever
6 since his appearance, have been talking about this case and how we're
7 going to proceed with him and his client, Lange Plumbing. From day
8 one of his coming into the case, he wanted to extend the trial, continue
9 the trial, extend discovery, so he could get (a) caught up. He's made that
10 argument and, you know, representation to the Court on a few
11 appearances.

12 And I've known Teddy for 20 plus years. I've worked with him on
13 many cases. We have mutual respect for each other. And as far as us
14 reopening discovery, now that we were finalizing the Viking settlement,
15 that's what we were going to do. And it only benefitted my claim and
16 Mr. Edgeworth's claim against Lange Plumbing if we decided to pursue
17 it.

18 Q Now, even though in your mind you'd been fired, that puts
19 you in a tough position with the client, correct?

20 A Yes.

21 Q You can't do anything to torpedo the settlement, for
22 example?

23 A Obviously.

24 Q I mean you're going to have to carry on to a certain extent,
25 correct?

1 A Correct.

2 Q Okay. There was a Settlement Agreement between
3 Edgeworth Family Trust, American Grating, LLC, and Viking?

4 A Yes.

5 Q That's Office Exhibit Number 5. This is the lead page, which
6 is bate -- I believe the Bate is 36; do you see that?

7 A Yes.

8 Q Now, on page 4 of the release, which is bates number 39 of
9 Exhibit 5, there's a paragraph E. Obviously, that paragraph mentions
10 Vannah and Vannah as attorneys for the Edgeworth's; fair to say?

11 A Yes. Can you show me the date of this release? I think it's
12 December 1st, but I just want to confirm.

13 Q On page 42 of Exhibit 5 -- I'm sorry, bate 42 of Exhibit 5, I
14 can show you the dates that both Brian and Angela signed the release,
15 December 1 of 2017; is that correct?

16 A Yes.

17 Q So after that -- and that's after the date you felt -- after the
18 date that you felt you had been fired, correct?

19 A Yeah. So, if I can just explain briefly. I get back on 9-20 -- or
20 11-27. I am basically negotiating, not torpedoing any settlement, not
21 making any threats. I'm basically getting this release where they omitted
22 the confidentiality clause and preserved the Lange claim, and I get the
23 Edgeworths, which is a very uncommon term, as a mutual release
24 because this case was so contentious, all right?

25 And Mr. Edgeworth was I'm going to use the word scared,

1 nervous, you know, whatever you want to use, he was very nervous that
2 Viking was ultimately going to come after him if they had some type of
3 opportunity. So that's why the confidentiality clause was not a good
4 idea, and we wanted to preserve the Lange claim, as well, and I got a
5 mutual release, I think, for them, on or about 11-27.

6 THE COURT: And you got the mutual release on 11-27?

7 THE WITNESS: Right in that range, yeah. It was -- it was
8 before I got the Letter of Direction, and I was out of the case.

9 BY MR. CHRISTENSEN:

10 Q Did Mr. -- a Viking sprinkler flooded Mr. Edgeworth's house
11 that he was building as an investment, and he thought Viking was going
12 to sue him?

13 A If they had -- if they had some type of basis, they probably
14 would have.

15 Q Okay. Now, you did reach out to Mr. Edgeworth on
16 December 5?

17 THE COURT: Okay, and I'm sorry, Mr. Christensen, before
18 you move on, on December 1, when that Settlement Agreement is
19 signed, the one that's Exhibit 5, how did you -- when's the first time you
20 saw that document?

21 THE WITNESS: That was a prior one that was proposed.

22 THE COURT: That had the confidentiality and all that?

23 THE WITNESS: Yeah, it had all of that.

24 THE COURT: Okay.

25 THE WITNESS: And so, you know, the Edgeworth's were

1 pressing me, right. There's an email from -- while Brian's in -- well,
2 Brian's in China, unavailable, no phone calls, no emails with me. He now
3 has Angela stepping up, typing all these emails, saying hey, where's the
4 Viking Settlement Release, where is it, where is it, where is it, get it to us.
5 And I just got back in town from a vacation over Thanksgiving.

6 So right when I get back there was probably the, you know,
7 proposed release. And so, I went over to the office with Mr. Henriod,
8 who was Viking counsel, and I have a great relationship with him, and
9 we basically just hammered out the terms of the release right there. And
10 then I was done, I was out of it.

11 THE COURT: Okay. But you hammered out the terms of the
12 release of that final agreement?

13 THE WITNESS: Before I was fired, yeah.

14 THE COURT: Okay. So, this is before 11-30?

15 THE WITNESS: Yes.

16 THE COURT: And then were you present when the
17 Edgeworth's signed that document?

18 THE WITNESS: Nope.

19 THE COURT: Okay. So, when did you see the signed copy?

20 THE WITNESS: When Mr. Vannah's office delivered it to me
21 to then forward it to Viking counsel.

22 THE COURT: But you received it from Vannah's office?

23 THE WITNESS: Correct.

24 THE COURT: Okay.

25 THE WITNESS: And just one other note. I didn't explain any

1 of the terms of the Viking release to the Edgeworth's because they
2 weren't talking to me anymore, and Mr. Vannah was their counsel.

3 THE COURT: Okay. So how did they get that document to
4 sign?

5 THE WITNESS: I had forward it to him.

6 THE COURT: Okay. So, you forwarded it to the
7 Edgeworth's?

8 THE WITNESS: No. I forwarded it to Mr. Vannah's office.

9 THE COURT: You forwarded that document to Vannah after
10 you got it from Viking's lawyers?

11 THE WITNESS: Yeah.

12 THE COURT: You forward it to Vannah. And then the next
13 time you saw it, it had the Edgeworth's signature on it being hand-
14 delivered to you to go back to Lange?

15 THE WITNESS: Correct.

16 THE COURT: Okay.

17 BY MR. CHRISTENSEN:

18 Q And just so that I understand this, a lot of times when you
19 were negotiating a release, you sent back proposed versions all the time
20 on email and people could track changes and all that stuff on it. What I
21 seemed to hear you say is that you actually physically went to Mr.
22 Henriod's office, Joel's office, sat down with them and went through it
23 right there?

24 A Correct.

25 Q Okay. And as a result of that meeting, that's what resulted in

1 what appears to be this document?

2 A Yes.

3 Q But someone put in paragraph E, right?

4 A Yep.

5 Q Okay. Later on --

6 THE COURT: So, paragraph E wasn't in there when you got
7 it?

8 THE WITNESS: What's that?

9 THE COURT: Paragraph E was not in the document that you
10 forwarded to the Edgeworth's?

11 THE WITNESS: That I don't know if E was in there or not.

12 THE COURT: Okay.

13 THE WITNESS: But I don't know if E was in there. All I know
14 is I hammered out some of the major terms, which were the mutual
15 release, if that's in that document, confidentiality, and preserving the
16 Lange claim; because those were some issues of contention.

17 BY MR. CHRISTENSEN:

18 Q And whenever section E was put in, that was accurate
19 because you didn't get the -- I mean normally you sit down with a client
20 and you're going over the release kind of paragraph by paragraph or
21 section by section, correct?

22 A Yeah.

23 Q And you didn't have that opportunity?

24 A No. And I didn't even know of Vannah's involvement at that
25 time, so, you know, paragraph E must of potentially come later. I don't

1 know the exact timing of all E, but it was -- you know, it was at the point
2 in time where Vannah was obviously involved because he was known to
3 the Defendants. And I wasn't at that point, you know, involved in the
4 case where I was even able to explain the release.

5 Q In fact, even in this courtroom when the Lange release was
6 presented, you declined to sign it?

7 A Correct. I mean I can't sign off on a release, I can't have my
8 name in a release if I'm not the one advising the client about the release.
9 So, at some point in time, whether this was the actual document that
10 was finalized with me and Mr. Henriod or just before their signing, I
11 wasn't representing them at that point in time because I didn't explain
12 the release to them.

13 Q That doesn't mean a client doesn't get the money or that the
14 settlement is blown up or anything, correct?

15 A Correct.

16 Q It just means you don't sign the release?

17 A Correct.

18 MR. CHRISTENSEN: Any other questions, Your Honor, on
19 the --

20 THE COURT: No.

21 MR. CHRISTENSEN: Thank you, Your Honor.

22 BY MR. CHRISTENSEN:

23 Q You did reach out once on -- on or about Tuesday, December
24 5 to Brian Edgeworth; is that correct?

25 A Yes.

1 A Agreed, it says that.

2 Q I said, take it, take the 25,000. So, you went back to him and
3 talked, and listen, I'm grateful for you, and you used your skills, which
4 are legendary. You've got good skills. You will use your skills, and not
5 only did you get 25 you got it up to a 100, and they had to pay back 22,
6 but they still -- now they're getting 75 instead of 25, which means you've
7 done better than what all authority you had.

8 So, basically, on that day, and that turned out to be exactly what
9 was eventually signed and settled, right?

10 A Yes.

11 Q And when we came to Court, I mean, I want to -- because Mr.
12 Christensen who maybe wasn't here that day, and I don't want to
13 impugn him, but at Court you point out, oh, I'm not, Mr. Vannah is the
14 one that's on that settlement document; he's the one that signed it, not
15 me.

16 Well, that's because, when we're standing here, and I can pull that
17 document out, you said, I don't want to sign, I don't want to sign it
18 because Mr. Vannah has talked to these people, and the judge said, Mr.
19 Vannah, do you have any trouble signing this? I'm like, I'm not even in
20 this case. Now, I have that, I could read that transcript, but if you doubt
21 me, we can --

22 A I know exactly what the transcript says.

23 Q Yeah. And I said, I'm not even in that case, but if you want
24 me to sign it, fine, I'll sign it, because I want this thing to wrap up, and
25 it's not a big deal to me, and I remember I said, it's trivial, is the words I

1 used, it's trivial, whether I sign it, or you sign it. But if you want me to
2 sign it, I'll sign it. Even though it wasn't my name on it, it was yours.

3 A What you quoted was, I don't know anything about the
4 underlying case, but I'm happy to sign it.

5 Q Okay. And that's how I ended up signing that, right?

6 A Right. Because I'm not -- I didn't feel like I was their lawyer
7 anymore.

8 Q Okay.

9 A But I'm coming to these appearances because --

10 Q Because? When did you withdraw?

11 A I've never --

12 Q When did you -- you've never withdrawn.

13 A I've never withdrawn.

14 Q If you feel like that you can't wrap -- you had this case
15 wrapped up on December 30th -- by December 1st. By December 1st
16 you had a signed agreement with Viking, and you had accepted the
17 \$100,000, you had 40, and you accept 25 and you got a 100, and that
18 turned out to be the amount. I mean, that all happened on November
19 30th, frankly, right here.

20 MR. CHRISTENSEN: Objection. Foundation and compound.

21 THE WITNESS: The Viking settlement was --

22 THE COURT: Hold on just one second --

23 THE WITNESS: Sorry.

24 THE COURT: -- Mr. Simon. Mr. Vannah?

25 MR. VANNAH: Yes.

1 THE COURT: What is your response to the objection?

2 MR. VANNAH: Well, it's not compound. And I don't know

3 what lack of foundation we're talking about. I mean, he's the person that

4 did it. I'm just asking --

5 MR. CHRISTENSEN: May I respond, Your Honor?

6 MR. VANNAH: -- did this happen that way?

7 THE COURT: Mr. Christensen?

8 MR. CHRISTENSEN: It's compound because of all the

9 information in there. There's two or three different questions, I actually

10 lost track. There's a lack of foundation because although Mr. Vannah

11 keeps on saying you accepted. There's no evidence that backs that up.

12 THE COURT: Okay.

13 BY MR. VANNAH:

14 Q Well, you were told to accept it.

15 THE COURT: Well, hold on --

16 BY MR. VANNAH:

17 Q You were --

18 THE COURT: -- Mr. Vannah, I haven't ruled yet.

19 MR. VANNAH: Oh, I'm sorry.

20 THE COURT: I'm still here.

21 MR. VANNAH: I was just going to try to make it easier.

22 THE COURT: Well, Mr. Vannah, re-ask the question. I mean,

23 is the question, did Mr. Simon wrap the Lange and the Viking

24 settlements on November 30th?

25 MR. VANNAH: He wrapped up -- he did.

1 THE COURT: But, I mean, is that the question?

2 MR. VANNAH: Yeah.

3 THE COURT: Okay. Mr. Simon, can you answer that
4 question?

5 THE WITNESS: Yeah. The Viking settlement was December
6 1st, and your Lange settlement was December 7th.

7 BY MR. VANNAH:

8 Q That's when you signed, the documents were signed for
9 Lange.

10 A Right. That's when the settlement was done. I'm
11 communicating to you this better offer that you're going to go take to the
12 clients, which led to a discussion for a consent to sell on December 7th.

13 Q I didn't take it to the clients, because it was more than the
14 authority I had. It said, oh, if we have more authority do it.

15 A Well, the consent to settle that is from -- drafted by your
16 office has both of their signatures saying that you advised them.

17 Q I did.

18 A About the 100,000?

19 Q I did that too. But I already had authority at 25.

20 A Oh, okay, well, I just heard you say that you --

21 THE COURT: Okay, you guys. I don't really know what's
22 happening here, but there's not any questions being asked. You two are
23 having some sort of conversation.

24 THE WITNESS: Fair enough.

25 MR. VANNAH: I know.

1 THE COURT: Can we get back to the question section.

2 BY MR. VANNAH:

3 Q November 30th, I told you. Clients have authorized a
4 settlement for \$25,000 with Lange.

5 A That's what the email says, yes.

6 Q Go do it. That's what it's --

7 A Yes.

8 Q -- saying, go take it?

9 A Right.

10 Q They had authority at 25, so when he came back and said, I'll
11 pay you a 100, even though you got to pay 22 back, that's certainly better
12 than 25, right?

13 A Right.

14 Q I mean, haven't you ever had authority from a client, where
15 the client says, I'll take a million dollars, and you came back, and you
16 said, guess what, I got you a million-one, did you think you had to go
17 back and talk to him about that?

18 A This particular deal, yes.

19 Q All right.

20 A Because Teddy Parker was requiring 22 be paid back to
21 Lange Fleming, who that man over there despised at the time.

22 Q All right. In any event the Lange Plumbing settlement
23 documents were all signed by December 7th, with exactly what we
24 talked about, the 100,000 --

25 A Yes.

1 Q -- minus the 22?

2 A Agreed.

3 Q And got paid?

4 A Agreed.

5 Q Okay. And the rule is if you -- anyway, you didn't withdraw
6 from the case, you're still attorney of record. I am not attorney of record,
7 am I?

8 A No. You never provided a substitution attorney, correct?

9 Q I didn't sub --

10 A And you didn't associate-in either?

11 Q I didn't substitute-in, I didn't associate-in, and I even -- when I
12 came to Court I clearly said I can show you that, to the Judge. I don't --
13 I'm not here representing them on this case as Mr. Simon, he's attorney
14 of record. Do you want me to sign a document? I'll sign anything you
15 want to get the case to go down, but at no time did you ever withdraw
16 from the case or become not the attorney of record, correct?

17 A Correct.

18 Q Okay.

19 MR. VANNAH: Let me see if there's anything else.

20 [Counsel confer]

21 MR. VANNAH: One second, Your Honor, if you don't mind?

22 THE COURT: No problem.

23 MR. VANNAH: I don't have any further questions. Thank
24 you.

25 THE COURT: Okay. Mr. Christensen, do you have any

1 redirect?

2 MR. CHRISTENSEN: I do, Your Honor.

3 THE COURT: Do we need to get Mr. Kemp on now, or -- Mr.
4 Kemp do you --

5 MR. KEMP: I'm here all day, Your Honor

6 THE COURT: Okay. Sorry, I didn't if you have another
7 scheduling issue and you had to leave or --

8 MR. KEMP: Thank you, Your Honor

9 THE COURT: Okay. I just saw him here. So, I didn't know if
10 you guys told him to be here at a certain time.

11 MR. CHRISTENSEN: We did. Mr. Vannah was kind enough
12 to let him sit in here, as opposed lonely out in the hallway.

13 [Pause]

14 REDIRECT EXAMINATION

15 BY MR. CHRISTENSEN:

16 Q I'd like to follow-up on the last line of questioning, by Mr.
17 Vannah, about the timing of the Lange settlement.

18 A Okay.

19 Q I'm not going to put up that Google email again, Edgeworth
20 Exhibit 12, but I do want to put up Office Exhibit 46. This is has been
21 seen before. On December 7th was there a conference call between
22 yourself and Mr. Vannah? I'm not sure if Mr. Greene was on the phone; I
23 know I was by that point?

24 A Yes.

25 Q During that conversation was there some discussion of the

1 potential for the attorney fee claim against Lange, based upon a breach
2 of their contract?

3 A It was very limited, but there was a little bit of it.

4 Q Okay. And later on, the consent to settle came in on
5 December 7th, and expressly stated, or directed you to go on out and
6 accept that 100,000 from Lange?

7 A Correct.

8 Q And that was against your advice?

9 A It was against my advice, that's not what I advised, though.

10 Q What was your advice?

11 A My advice was that that was a very valuable claim,
12 depending on whatever the total attorney's fees and costs would be in
13 the case, and that's a valid, viable claim that could have been pursued in
14 a separate proceeding.

15 Q There's been an issue raised, time and time again, where you
16 have to disclose all these bills. And setting Mr. Parker's agreement to
17 extend discovery, that wouldn't necessarily get rid of that argument. Did
18 you have another way to look at that claim?

19 A Yeah. This is why nobody is understanding this claim. All
20 right. There's a contract between the Edgeworths and Lange Plumbing.
21 If they put in a defective product in the house, and it's within the scope
22 of the work, which it was, and it's defective, and he has to go out and
23 enforce that warranty to get paid, because they won't step up and do it,
24 initially, like they didn't, anything that he incurs as far as attorney's fees
25 and costs under Section 18, he can go recover that for.

1 So technically, I could have dismissed all of the claims against
2 Lange, without prejudice, finished up the Viking claim, and refiled that
3 claim, because I had six years to do it, and I could then say, this is all the
4 attorney's fees that Edgeworths incurred, and paid to enforce your
5 warranty against the product manufacturer, and then just brought a
6 straight breach of contract they need. Because they didn't enforce the
7 warranty they get repaid all the attorney's fees and costs.

8 So as far as this silliness about you had to produce everything in
9 discovery, otherwise it's going to be barred, it's just simply not the case,
10 and that's not how it would go; there were many different ways to do it.
11 Of course, we were going to keep them in the case and try, because
12 you're already a year down the line, right?

13 So, when you got trial dates getting bumped out that would have
14 been the quickest way, because Mr. Parker was going to reopen
15 discovery. We were going supplement whatever they ultimately paid,
16 and then you go to trial and have a jury decide if they breach that
17 provision, and what they're entitled to. It seemed like a pretty simple
18 straightforward case to me.

19 Q There was some back and forth about reasonableness of
20 insured conduct?

21 A Yeah.

22 Q When did you take the depositions of the Lange employees?

23 A I took those in April.

24 Q And what did they say? They admitted to the breach of
25 contract. They admitted to the fact that there was a defective product,

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MR. VANNAH: Thank you.

THE COURT: No problem.

MR. VANNAH: That's been great.

[Proceedings adjourned at 4:16 p.m.]

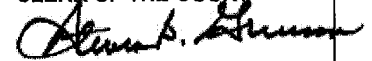
ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



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

EXHIBIT F

EXCERPTS FROM EDGEWORTHS' 5/13/21
MOTION FOR ORDER RELEASING CLIENT
FUNDS AND REQUIRING THE PRODUCTION OF
COMPLETE CLIENT FILE



MODR
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Attorneys for Defendant
Edgeworth Family Trust and
American Grating, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

LANGE PLUMBING, LLC ET AL.,

Defendants.

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

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

DANIEL S. SIMON, AT AL.,

Defendants.

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

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

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 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

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
James R. Christensen
601 S. 6th Street
Las Vegas, NV 89101

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

Dear Jim:

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

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

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

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

Sincerely, -


Rosa Solis-Rainey

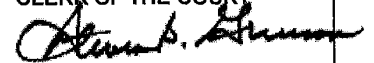
EXHIBIT G

EXCERPTS FROM EDGEWORTHS' 5/21/21 REPLY
IN SUPPORT OF MOTION FOR ORDER
RELEASING CLIENT FUNDS AND REQUIRING
THE PRODUCTION OF COMPLETE CLIENT FILE

MORRIS LAW GROUP

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5/21/2021 5:41 PM
Steven D. Grierson
CLERK OF THE COURT



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Attorneys for Defendant
Edgeworth Family Trust and
American Grating, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

LANGE PLUMBING, LLC ET AL.,

Defendants.

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

) 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

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

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

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

4. Simon's Other Excuses are also Wrong

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

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

EXHIBIT H

EXCERPTS FROM SIMON'S 3/11/22 ANSWER TO
WRIT PETITION RE CASE FILE

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC

Petitioners,

vs.

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

Respondents,

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

Real Parties in Interest.

Supreme Court Case No. 84159
Electronically Filed
Mar 11 2022 02:40 p.m.
Elizabeth A. Brown
(District Court A-16-73844-C)
Consolidated with
A-16-738444-C)

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

JAMES R. CHRISTENSEN, ESQ.

Nevada Bar No. 003861

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(702) 272-0415 fax

jim@jchristensenlaw.com

Attorney for Law Office of Daniel S. Simon and Daniel S. Simon

On September 9, 2021, the district court denied the motion for reconsideration. (IV-P000706-714.) In sum, the district court found that the Edgeworths had failed to make a showing that reconsideration was warranted. (*Ibid.*)

On December 13, 2021, this Court dismissed the Edgeworths' attempt to appeal the district court's case file order. (IV-P000715-719.)

On February 1, 2022, the Edgeworths filed a petition for writ of mandamus challenging the district court's case file order. In the petition the Edgeworths tried a new argument for re-production of the case file by claiming without citation or foundation that Simon did not turn over:

[O]r even the fully executed settlement agreements that resulted in the settlement funds on which Simon based his charging lien.

(Petition at 13-14.) If this is their smoking gun, it is not pointed at Simon. The fully executed settlement agreements were signed *after Simon was fired by the Edgeworths* and Vannah had been hired. (I-P000048-49.) On February 20, 2018, at the status check hearing for settlement documents and stipulation and order for good faith settlement, at which both Simon and Vannah appeared, Vannah did not raise a missing fully executed settlement agreement as an issue, which might imply Vannah has a copy. (I-AA00002-11.) Lastly, the Edgeworths have obtained attorney client

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

DATED this 11th day of March, 2022.

/s/ James R. Christensen

JAMES R. CHRISTENSEN, ESQ.
Nevada Bar No. 003861
601 S. 6th Street
Las Vegas, NV 89101
Attorney for Petitioner

EXHIBIT I

EXCERPTS FROM EDGEWORTHS' 4/8/22 REPLY
ISO WRIT PETITION RE CASE FILE

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Apr 08 2022 04:45 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

PETITIONERS,

VS.

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

Respondents,

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

Real Parties in Interest.

Case Number: 84159

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

REPLY IN SUPPORT OF
PETITION FOR WRIT OF
MANDAMUS TO RELEASE
CLIENT FUNDS IN EXCESS OF
ADJUDICATED LIEN AMOUNT
AND TO RELEASE THE
COMPLETE CLIENT FILE

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V. THE DISTRICT COURT SHOULD HAVE ORDERED SIMON TO
RELEASE THE COMPLETE CLIENT FILE

A. The Edgeworths Are Entitled to Their Complete Client File

Simon's contention that NRS 7.055 does not apply because he has not been paid is a nonstarter for the reasons and authority presented at page 27 of the instant petition, which Simon's answer does not address.

Simon has repeatedly and falsely reported to the district court that the Edgeworths have received their file. *See, e.g.*, P000124C (the implication being that he turned over the *entire file* because the Edgeworths have acknowledged they received portions of the file in 2019 and 2020). He now switches tunes and admits that not all of the file has been produced, pointing to the protective order as an excuse and claiming he withheld only confidential information that he alleges is subject to the stipulated protective order. *See, e.g.*, Ans. at 11; *see also* P000309 (testifying unequivocally during the 2018 proceedings that all email had been produced when, at that time, not even the partial file with some of the email had been produced). Yet Simon avoids offering any response to justify withholding emails or other communications memorializing the settlement negotiations, including emails transmitting settlement drafts and the fully executed settlement agreement, when these documents cannot possibly be covered by the

protective order. *Compare* P000167 (telling the Edgeworths on 11/27/17 that the settlement documents had not been received and probably had not been started due to the holiday) *with* P000206-07 (testifying about terms in the agreement (that he was telling his clients he had not received) and confirming that he received the mutual release on 11/27/17).¹⁴

In his turgid answer, Simon rehashes what the Edgeworths acknowledge he produced; he dismisses or fails to address the lack of file organization and gaps in his production. He criticizes the Edgeworths for not addressing the terms of the stipulated protective order, yet he fails to address why the protective order prevents *any party to it* from having access to the documents in their own client file. The protective order was just a tool to facilitate discovery; it entitled parties to designate as confidential discovery that they reasonably believed contained "confidential, proprietary or trade secret information." *See* P000339:5. The Edgeworths are "parties" under the protective order and have a right to their file, and while the protective order protects some documents marked "confidential" from dissemination to *third parties*, the stipulated protective order *does not limit*

¹⁴ These two representations cannot be reconciled; Simon was either untruthful with the client or with the court. If his testimony to the court is the truthful statement, then it also confirms that the partial file he produced was stripped of earlier settlement drafts.

a party's access to its own file nor does it regulate communications between the Edgeworths and their former counsel. See P000338 – 50.

Simon's ad hominem attacks notwithstanding, the Edgeworths reviewed the external drive he provided and identified deficiencies in the file to him through examples. P000251. As examples of the file's incompleteness, the Edgeworths advised Simon's counsel that emails were missing their referenced attachments, that there was missing correspondence with third parties regarding the settlement of the Viking and Lange Plumbing claims, and that complete communications to and from experts, including reports prepared on behalf of the Edgeworths, had been omitted. Simon's own admissions of what the file should contain confirm that what the Edgeworths were given is incomplete. In his answer, Simon admits there were at least 89 exhibits presented to the Court at one point but the "Exhibit" folder produced to the Edgeworths contains only 18 exhibits. The folder titled "Experts" contains the e-served designation of the Edgeworths' experts but no expert reports, no retention letters, no invoices, and no communications with the experts.¹⁵

¹⁵ This information is of interest to the Edgeworths for the reasons set forth in note 3 at 13 of their petition.

The protective order is a false issue. Simon knows that the documents the Edgeworths are most interested in have nothing to do with the protective order because they are *not* confidential documents that were exchanged in discovery. They are largely documents created or received by Simon discussing settlement, exchanging settlement drafts, or the retention and reports of the Edgeworths' own experts.

Tellingly, although Simon claims to be concerned for the confidentiality of the underlying parties in the concluded litigation as an excuse to use the protective order as both a sword and a shield, he had no qualms about providing the Edgeworths documents stamped "confidential" referencing information concerning Viking and/or Lange. *See* P000703 – 5 (examples of documents Simon included in the partial file containing confidential information, the substance of which was redacted by the Edgeworths before submitting the exhibit to the court). Even if the Court determined documents stamped confidential by the Viking and Lange Plumbing parties in the underlying litigation should be kept from the Edgeworths (who were also parties), those documents should have been segregated, logged, and deposited with the district court for review.

Simon also cannot reasonably complain that more examples were provided only in the Edgeworths' reply in support of reconsideration

when the specific examples of disorganization and missing exhibits were offered by the Edgeworths in response to the declaration Simon submitted in his opposition denying disorganization or any gaps in the production. P000487 – 89. In other words, Simon invited additional proof. He presumably kept the partial file he produced to the Edgeworths on a hard drive. Instead of irresponsibly making bogus denials and ignoring the identified problems with his production, Simon easily could have examined the examples of deficiencies provided to him by the Edgeworths after review of the partial file he produced. If he had done this, he would not have forced the Edgeworths to provide additional specific examples to be brought up in reply. *See* P000251 (Edgeworths' initial motion identifying nearly identical examples of what remains missing to this day, which Simon could easily have correlated to the partial file he produced that was "stripped of the referenced attachments. . . . missing correspondence, including email with third parties regarding settlement of the Viking and Lange Plumbing claims. . . . missing earlier drafts of settlement agreements . . . expert reports prepared on behalf of the Edgeworths); *see also* P000495 (describing examples of file disorganization). Simon never explained why the specific documents requested in other motion practice that cannot reasonably be said

to be covered under the protective order have been withheld.¹⁶ *See e.g.*, P000494 (referencing requests for all drafts of settlement agreements, all email by and among counsel regarding settlement discussions, emails with experts, opposing counsel, etc.).

VI. CONCLUSION

Simon's answer has not presented any legal reason why the Edgeworths' excess funds should not be immediately released and why he should not be ordered to turn over their complete client file. The Edgeworths respectfully ask that the Court grant this petition, and order the district court to: (i) vacate its June 17, 2021, order (NOE 6/18/21) declining to release

¹⁶ Although Mr. Vannah advised the Edgeworths on the Viking settlement and obtained their signatures on the settlement agreement, the signed agreement was routed to Viking through Simon at his request, *and* he did not produce the fully executed copy signed by Viking in the partial file he gave the Edgeworths. *See* P000188 (Simon email requesting that signed settlement documents be routed through his office). The missing document was not intended as a smoking gun but merely as an example of a non-confidential document that is not in the partial file Simon provided; moreover, *Simon's answer does not contest the fact it was not provided*. Simon's flip response to the missing document is that the Edgeworths could have obtained it from Viking (Ans. at 18), as he has previously taken the position that documents copied to the Edgeworths in the course of litigation, obtained from other sources, or somehow made part of the court record did need to be produced as part of his client file. This misses the point: it is unreasonable to expect that clients will maintain a complete file of litigation for which they have retained counsel to address and document. Furthermore, NRS 7.055 does not say a lawyer has to turn over only the portions of the client file that a lawyer doesn't think the client can scrounge up from other sources.

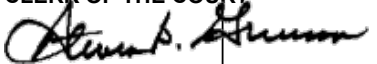
funds in excess of the lien amount; and (ii) instruct Simon to produce the complete file of his former clients.

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EXHIBIT J
EXCERPTS FROM SIMON'S 11/14/22 OPP'N TO
OSC MOTION



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**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 SUPPLY NET, 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 TO SHOW
CAUSE ON OST**

Hearing date: 11.15.22

Hearing time: 9:00 a.m.

1 evidence. (App., Ex. 9 at p.131-134.) The Exhibits contained email and the
2 Viking draft and final release. (See, e.g., App., Ex. 9 at p. 123-160.)

3 At the 2018 evidentiary hearing, Simon answered questions
4 regarding the settlements with Viking and Lange and the releases. In direct
5 contradiction of the missing “expected” information claims:
6

- 7 • Simon worked on the Viking release during an in-person
8 meeting at Joel Henriod’s office. (App., Ex. 9 at p. 126-30.)
- 9 • Negotiation with Lange occurred between Teddy Parker and
10 Simon on the phone or during in-person meetings. (E.g., App.,
11 Ex. 9 at p. 140-56.)
- 12 • After he was fired, Simon received an email from Vannah with
13 the Edgeworths signed Viking release and forwarded it to
14 Viking counsel. (E.g., App., Ex. 9 at p. 127.)
- 15 • Vannah agreed to sign the Lange release in open court. (App.,
16 Ex. 27 at p. 223-27.)

17
18 The declaration is not accurate, therefore, the motion for contempt
19 must be denied.

20
21 **b. The Edgeworths have Simon’s work product.**

22 In May of 2020, Simon provided a drive with over 300 pages of
23 research, contained in a folder entitled “Research”. (App., Ex. 2 at p. 6-
24 110.) Yet, on May 27, 2021, the Edgeworths told this Court that Simon did
25 not provide research. (App., Ex. 17 at p. 176-181.)
26
27
28

1 In October of 2022, Simon again confronted the Edgeworths on the
2 accuracy of claims of missing documents, in response the Edgeworths
3 shifted the missing research claim in paragraph 22 to the following:
4

5 With respect to research, Simon has not produced any portions of
6 the file to demonstrate that his office independently “researched” the
7 Viking activations.

8 In sum, the Edgeworths now claim that “research” refers to Simon
9 work product concerning analysis of Viking discovery. First, the
10 Edgeworths did not provide any showing that such information must be
11 provided to a client. *See, e.g., Ill. State Bar Ass’n Advisory Op., 144*
12 *(1988)*(and cases cited therein indicating that legal research and other
13 memorandum need not be provided).
14
15

16 Moving past the lack of legal support for the Edgeworths claim, *the*
17 *information has been provided*. For example, the chart reflecting the
18 Simon activation analysis was provided in the drive containing confidential
19 documents at LODS 1352727 – 746. The chart is confidential but will be
20 provided to the Court at the hearing of this matter.
21
22

23 **c. Simon produced expert agreements and email.**
24

25 The Edgeworths failure to review what has been provided is again
26 apparent from the inaccurate claims regarding missing expert retention
27 agreements and related email.
28

1 Simon agrees that the Edgeworths may request their case file and
2 that due to the size and scope of the file, it is entirely possible that a
3 document(s) may be misfiled or may not have been produced. Simon will
4 respond when and if such issues arise. However, it is not appropriate for
5 the Edgeworths to present added work projects or to make inaccurate
6 claims. Simon respectfully requests that the Edgeworths review what has
7 been provided before claiming that documents are missing. Also, that any
8 inquiries about case file production be made in a clear and specific
9 manner, without insult or shortened deadlines.
10
11
12

13 DATED this 14th day of November 2022.
14

15 /s/ James R. Christensen
16 JAMES CHRISTENSEN, ESQ.
17 Nevada Bar No. 003861
18 601 S. 6th Street
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21 (702) 272-0415
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23 Attorney for Daniel S. Simon
24
25
26
27
28


EXHIBIT K

EMAIL AND REDLINES (Versions 1, 2, and 4) OF
VIKING SETTLEMENT DRAFTS PRODUCED IN
SIMON'S 12/6/22 PRODUCTION

EXHIBIT K
APPEARS TO BE VERSION 1

Daniel Simon

From: Janelle
Sent: Tuesday, November 28, 2017 7:51 AM
To: Daniel Simon
Cc: Ashley Ferrel
Subject: FW: The Viking Corporation adv. Edgeworth Family Trust
Attachments: Edgeworth -- Settlement Agreement.docx

JANELLE WHITE
LEGAL ASSISTANT
 SIMON LAW
810 South Casino Center Blvd.
Las Vegas, NV 89101
(P) 702.364.1650
(F) 702.364.1655
JANELLE@SIMONLAWLV.COM

From: Henriod, Joel D. [mailto:JHenriod@lrrc.com]
Sent: Monday, November 27, 2017 4:48 PM
To: Lawyers <Lawyers@SIMONLAWLV.COM>
Subject: The Viking Corporation adv. Edgeworth Family Trust

Draft settlement agreement attached.

Joel D. Henriod
Las Vegas Office Managing Partner
702.474.2681 office
702.743.0212 mobile
jhenriod@lrrc.com

Lewis Roca
ROTHGERBER CHRISTIE

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement"), by and between Plaintiffs EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth (hereinafter "PLAINTIFFS"), Defendants THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC. (hereinafter "VIKING") for damages sustained by PLAINTIFFS arising from an incident that occurred on or about April 10, 2016, at a residential property located at 645 Saint Croix Street, Henderson, Nevada (Clark County), wherein Plaintiff alleges damages were sustained due to an unanticipated activation of a sprinkler head (hereinafter "INCIDENT"). The foregoing parties are hereinafter collectively referred to as "SETTLING PARTIES."

I. RECITALS

A. On June 14, 2016, a Complaint was filed by Plaintiff Edgeworth Family Trust, in the State of Nevada, County of Clark, Case Number A-16-738444-C against Defendants LANGE PLUMBING, LLC and VIKING AUTOMATIC SPRINKLER CO. On August 24, 2016, an amended Complaint was filed against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On March 7, 2017, a Second Amended Complaint was filed adding Plaintiff AMERICAN GRATING, LLC as a Plaintiff against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On November 1, 2017, an Order was entered permitting PLAINTIFFS to VIKING GROUP, INC. as a Defendant (hereinafter "SUBJECT ACTION").

B. The SETTLING PARTIES now wish to settle any and all claims, known and unknown, and dismiss with prejudice the entire SUBJECT ACTION as between the SETTLING PARTIES. The SETTLING PARTIES to this Agreement have settled and compromised their disputes and differences, based upon, and subject to, the terms and conditions which are further set forth herein.

II. DEFINITIONS

A. "SETTLING PARTIES" shall mean, collectively, all of the following individuals and entities, and each of them:

B. "PLAINTIFFS" shall mean EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, as Trustees, Managers, individually, and their past, present and future agents, partners, associates, joint venturers, creditors, predecessors, successors, heirs, assigns, insurers, representatives and attorneys, and all persons acting by or in concert with each other.

B. "VIKING" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners, employers, employees, predecessors, successors, heirs,

assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

C. "CLAIM" or "CLAIMS" shall refer to any and all claims, demands, liabilities, damages, complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, misrepresentations, distress, attorneys' fees, investigative costs and any other actionable omissions, conduct or damage of every kind in nature whatsoever, whether seen or unforeseen, whether known or unknown, alleged or which could have at any time been alleged or asserted between the SETTLING PARTIES relating in any way to the SUBJECT ACTION.

D. The "SUBJECT ACTION" refers to the litigation arising from the Complaints filed by PLAINTIFFS in the Eighth Judicial District Court, County of Clark, Case Number A-16-738444-C, State of Nevada, with respect to and between PLAINTIFFS and DEFENDANTS.

III. SETTLEMENT TERMS

A. VIKING will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) by December 21, 2017. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, and AMERICAN GRATING, LLC."

B. PLAINTIFFS will execute a stipulation to dismiss all of their claims against the VIKING entities with prejudice, which will state that each party is to bear its own fees and costs. PLAINTIFFS will provide an executed copy of the stipulation to VIKING upon receipt of a certified check.

C. PLAINTIFFS agree to fully release any and all claims against the VIKING entities (as defined below § IV.C). The RELEASE included in this document (§ V) shall become effective and binding on PLAINTIFFS upon their receipt of the \$6,000,000 settlement funds.

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the Viking entities by Lange Plumbing, LLC.

E. The SETTLING PARTIES will bear their own attorneys' fees and costs.

IV. AGREEMENT

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

B. Each of the SETTLING PARTIES warrant to each other the truth and correctness of the foregoing recitals, which are incorporated in this paragraph by reference.

C. As a material part of this Agreement, except as otherwise provided herein, all claims held by and between the SETTLING PARTIES relating to the SUBJECT ACTION, including, but not limited to, those for property damage, stigma damages, remediation costs, repair costs, diminution in value, punitive damages, shall be dismissed, with prejudice, including any and all claims for attorneys' fees and costs of litigation. This shall include, but is not limited to, any and all claims asserted by PLAINTIFFS or which could have at any time been alleged or asserted against VIKING, by way of PLAINTIFFS Complaint and any amendments thereto.

V. RELEASE

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, heirs and assigns do hereby release and forever discharge VIKING and any of VIKING's affiliates, as well as its insurers, all respective officers, employees and assigns, agents, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION.

B. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT at the time of executing this AGREEMENT.

C. SETTLING PARTIES hereto expressly agree that this AGREEMENT shall be given full force and effect in accordance with each and all of its expressed terms and provisions, relating to unknown and unsuspected claims, demands, causes of action, if any, between PLAINTIFF and DEFENDANTS, with respect to the INCIDENT, to the same effect as those terms and provisions relating to any other claims, demands and causes of action herein above specified. This AGREEMENT applies as between PLAINTIFFS and VIKING and their related persons and entities.

D. PLAINTIFFS represent their counsel of record has explained the effect of a release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement.

PLAINTIFFS further represent that they understand and acknowledge the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

VI. GOOD FAITH SETTLEMENT

PLAINTIFFS and VIKING each warrant that they enter this settlement in good faith, pursuant to the provisions of NRS 17.245.

VIII. MISCELLANEOUS

A. COMPROMISE:

This AGREEMENT is the compromise of doubtful and disputed claims and nothing contained herein is to be construed as an admission of liability on the part of the SETTLING PARTIES, or any of them, by whom liability is expressly denied, or as an admission of any absence of liability on the part of the SETTLING PARTIES, or any of them.

B. CONFIDENTIALITY:

The amount of this Agreement shall remain confidential and the SETTLING PARTIES and their counsel (Daniel Simon) agree not to make any statement to anyone, including the press, regarding the amount of this settlement except to the extent that it may be disclosed to their respective attorneys, consultants, auditors, accountants or insurance carriers, or as any Party may hereafter be required to by law or in response to a properly issued subpoena for other court process or order, or as necessary to enforce the terms of this Agreement or in connection with the proceedings in the Action as either Party may deem appropriate.

C. SATISFACTION OF LIENS:

1. PLAINTIFFS warrant that they are presently the sole and exclusive owners of their respective claims, demands, causes of action, controversies, obligations or liabilities as set forth in the SUBJECT ACTION and that no other party has any right, title, or interest whatsoever in said causes of action and other matters referred to therein, and that there has been no assignment, transfer, conveyance, or other disposition by them of any said causes of action and other matters referred to therein.

2. PLAINTIFFS do herein specifically further agree to satisfy all liens, claims and subrogation rights of any contractor incurred as a result of the SUBJECT ACTION and to hold harmless and indemnify VIKING and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against, and in connection with, any liens of any type whatsoever pertaining to the SUBJECT ACTION including, but not necessarily limited to attorneys' liens, mechanics liens, expert liens and/or subrogation claims.

D. GOVERNING LAW:

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

E. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

Any individual signing this Agreement on behalf of another individual, a corporation, a limited liability company or partnership, represents or warrants that he/she has full authority to do so.

F. GENDER AND TENSE:

Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine and feminine and neuter gender shall be deemed to include the other.

G. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

H. INDEPENDENT ADVICE OF COUNSEL:

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel.

I. VOLUNTARY AGREEMENT:

The SETTLING PARTIES hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they have signed the same freely and voluntarily.

J. ADMISSIBILITY OF AGREEMENT:

In an action or proceeding related to this Agreement, the SETTLING PARTIES stipulate that a fully executed copy of this Agreement may be admissible to the same extent as the original Agreement.

K. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall constitute a duplicate original. A facsimile or other non-original signatures shall still create a binding and enforceable agreement.

IN WITNESS WHEREOF the SETTLING PARTIES agree hereto and this Agreement is executed as of the date and year noted below.

On behalf of The Edgeworth Family Trust & American Grating, LLC

DATED this ____ day of _____, 2017 DATED this ____ day of _____, 2017

BRIAN EDGEWORTH as Trustee of
The Edgeworth Family Trust &
Manager of American Grating, LLC

ANGELA EDGEWORTH as Trustee of
The Edgeworth Family Trust &
Manager of American Grating, LLC

Agreeing to bind himself to the confidentiality obligation set forth in Section VIII.B..

Dated this ____ day of _____, 2017.

SIMON LAW

Daniel S. Simon, Esq.
810 South Casino Center Blvd.
Las Vegas, NV 89101
Attorney for Plaintiffs

On behalf of The Viking Corporation, Supply Network, Inc. and Viking Group, Inc.

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Management

EXHIBIT K
VIKING SETTLEMENT IDENTIFIED
AS VERSION 2

Daniel Simon

From: Henriod, Joel D. <JHenriod@lrrc.com>
Sent: Wednesday, November 29, 2017 4:23 PM
To: Daniel Simon
Subject: RE: W9 Form
Attachments: Edgeworth -- Settlement Agreement (redline v. 2).docx

Certainly. (Redline version attached.)

Joel D. Henriod
Las Vegas Office Managing Partner
702.474.2681 office
702.743.0212 mobile
jhenriod@lrrc.com

Lewis Roca
ROTHGERBER CHRISTIE

Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
lrrc.com

From: Daniel Simon [<mailto:dan@simonlawlv.com>]
Sent: Wednesday, November 29, 2017 10:29 AM
To: Henriod, Joel D.
Subject: W9 Form

My Firm name of Law Office of Daniel S. Simon should be placed on the check and in the release to avoid any delay. In order to expedite resolution and issuance of the check, attached is my W-9, which as you know, is required by the insurance company before any check can be issued. Please send the release as soon as you can so I can review with the clients tomorrow. Mr. Edgeworth was out of the Country until tomorrow anyway so this is the first time I will be able to review it with them. Thanks for your time and attention to this matter.

From: Jen
Sent: Wednesday, November 29, 2017 10:12 AM
To: Daniel Simon <dan@simonlawlv.com>
Subject: W9 Form

JENNIFER WHITE

LEGAL ASSISTANT



810 South Casino Center Blvd.

Las Vegas, NV 89101

(P) 702.364.1650

(F) 702.364.1655

JEN@SIMONLAWLV.COM

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This message and any attachments are intended only for the use of the individual or entity to which they are addressed. If the reader of this message or an attachment is not the intended recipient or the employee or agent responsible for delivering the message or attachment to the intended recipient you are hereby notified that any dissemination, distribution or copying of this message or any attachment is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender. The information transmitted in this message and any attachments may be privileged, is intended only for the personal and confidential use of the intended recipients, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §2510-2521.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement"), by and between Plaintiffs EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth (hereinafter "PLAINTIFFS"), Defendants THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC. (hereinafter "VIKING") for damages sustained by PLAINTIFFS arising from an incident that occurred on or about April 10, 2016, at a residential property located at 645 Saint Croix Street, Henderson, Nevada (Clark County), wherein Plaintiff alleges damages were sustained due to an unanticipated activation of a sprinkler head (hereinafter "INCIDENT"). The foregoing parties are hereinafter collectively referred to as "SETTLING PARTIES."

I. RECITALS

A. On June 14, 2016, a Complaint was filed by Plaintiff Edgeworth Family Trust, in the State of Nevada, County of Clark, Case Number A-16-738444-C against Defendants LANGE PLUMBING, LLC and VIKING AUTOMATIC SPRINKLER CO. On August 24, 2016, an amended Complaint was filed against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On March 7, 2017, a Second Amended Complaint was filed adding Plaintiff AMERICAN GRATING, LLC as a Plaintiff against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On November 1, 2017, an Order was entered permitting PLAINTIFFS to VIKING GROUP, INC. as a Defendant (hereinafter "SUBJECT ACTION").

B. The SETTLING PARTIES now wish to settle any and all claims, known and unknown, and dismiss with prejudice the entire SUBJECT ACTION as between the SETTLING PARTIES. The SETTLING PARTIES to this Agreement have settled and compromised their disputes and differences, based upon, and subject to, the terms and conditions which are further set forth herein.

II. DEFINITIONS

A. "SETTLING PARTIES" shall mean, collectively, all of the following individuals and entities, and each of them:

B. "PLAINTIFFS" shall mean EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, as Trustees, Managers, individually, and their past, present and future agents, partners, associates, joint venturers, creditors, predecessors, successors, heirs, assigns, insurers, representatives and attorneys, and all persons acting by or in concert with each other.

B. "VIKING" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners, employers, employees, predecessors, successors, heirs,

assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

C. "CLAIM" or "CLAIMS" shall refer to any and all claims, demands, liabilities, damages, complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, misrepresentations, distress, attorneys' fees, investigative costs and any other actionable omissions, conduct or damage of every kind in nature whatsoever, whether seen or unforeseen, whether known or unknown, alleged or which could have at any time been alleged or asserted between the SETTLING PARTIES relating in any way to the SUBJECT ACTION.

D. The "SUBJECT ACTION" refers to the litigation arising from the Complaints filed by PLAINTIFFS in the Eighth Judicial District Court, County of Clark, Case Number A-16-738444-C, State of Nevada, with respect to and between PLAINTIFFS and DEFENDANTS.

III. SETTLEMENT TERMS

A. VIKING will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) by December 21, 2017. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth; ~~and~~ AMERICAN GRATING, LLC; and Law Office of Daniel S. Simon."

B. PLAINTIFFS will execute a stipulation to dismiss all of their claims against the VIKING entities with prejudice, which will state that each party is to bear its own fees and costs. PLAINTIFFS will provide an executed copy of the stipulation to VIKING upon receipt of a certified check.

C. PLAINTIFFS agree to fully release any and all claims against the VIKING entities (as defined below § IV.C). The RELEASE included in this document (§ V) shall become effective and binding on PLAINTIFFS upon their receipt of the \$6,000,000 settlement funds.

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the Viking entities by Lange Plumbing, LLC.

E. The SETTLING PARTIES will bear their own attorneys' fees and costs.

IV. AGREEMENT

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

B. Each of the SETTLING PARTIES warrant to each other the truth and correctness of the foregoing recitals, which are incorporated in this paragraph by reference.

C. As a material part of this Agreement, except as otherwise provided herein, all claims held by and between the SETTLING PARTIES relating to the SUBJECT ACTION, including, but not limited to, those for property damage, stigma damages, remediation costs, repair costs, diminution in value, punitive damages, shall be dismissed, with prejudice, including any and all claims for attorneys' fees and costs of litigation. This shall include, but is not limited to, any and all claims asserted by PLAINTIFFS or which could have at any time been alleged or asserted against VIKING, by way of PLAINTIFFS Complaint and any amendments thereto.

V. RELEASE

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, heirs and assigns do hereby release and forever discharge VIKING and any of VIKING's affiliates, as well as its insurers, all respective officers, employees and assigns, agents, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION.

B. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT at the time of executing this AGREEMENT.

C. SETTLING PARTIES hereto expressly agree that this AGREEMENT shall be given full force and effect in accordance with each and all of its expressed terms and provisions, relating to unknown and unsuspected claims, demands, causes of action, if any, between PLAINTIFF and DEFENDANTS, with respect to the INCIDENT, to the same effect as those terms and provisions relating to any other claims, demands and causes of action herein above specified. This AGREEMENT applies as between PLAINTIFFS and VIKING and their related persons and entities.

D. PLAINTIFFS represent their counsel of record has explained the effect of a release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement.

PLAINTIFFS further represent that they understand and acknowledge the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

VI. GOOD FAITH SETTLEMENT

PLAINTIFFS and VIKING each warrant that they enter this settlement in good faith, pursuant to the provisions of NRS 17.245.

VIII. MISCELLANEOUS

A. COMPROMISE:

This AGREEMENT is the compromise of doubtful and disputed claims and nothing contained herein is to be construed as an admission of liability on the part of the SETTLING PARTIES, or any of them, by whom liability is expressly denied, or as an admission of any absence of liability on the part of the SETTLING PARTIES, or any of them.

B. CONFIDENTIALITY:

The amount of this Agreement shall remain confidential and the SETTLING PARTIES and their counsel (Daniel Simon) agree not to make any statement to anyone, including the press, regarding the amount of this settlement except to the extent that it may be disclosed to their respective attorneys, consultants, auditors, accountants or insurance carriers, or as any Party may hereafter be required to by law or in response to a properly issued subpoena for other court process or order, or as necessary to enforce the terms of this Agreement or in connection with the proceedings in the Action as either Party may deem appropriate.

C. SATISFACTION OF LIENS:

1. PLAINTIFFS warrant that they are presently the sole and exclusive owners of their respective claims, demands, causes of action, controversies, obligations or liabilities as set forth in the SUBJECT ACTION and that no other party has any right, title, or interest whatsoever in said causes of action and other matters referred to therein, and that there has been no assignment, transfer, conveyance, or other disposition by them of any said causes of action and other matters referred to therein.

2. PLAINTIFFS do herein specifically further agree to satisfy all liens, claims and subrogation rights of any contractor incurred as a result of the SUBJECT ACTION and to hold harmless and indemnify VIKING and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against, and in connection with, any liens of any type whatsoever pertaining to the SUBJECT ACTION including, but not necessarily limited to attorneys' liens, mechanics liens, expert liens and/or subrogation claims.

D. GOVERNING LAW:

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

E. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

Any individual signing this Agreement on behalf of another individual, a corporation, a limited liability company or partnership, represents or warrants that he/she has full authority to do so.

F. GENDER AND TENSE:

Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine and feminine and neuter gender shall be deemed to include the other.

G. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

H. INDEPENDENT ADVICE OF COUNSEL:

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel.

I. VOLUNTARY AGREEMENT:

The SETTLING PARTIES hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they have signed the same freely and voluntarily.

J. ADMISSIBILITY OF AGREEMENT:

In an action or proceeding related to this Agreement, the SETTLING PARTIES stipulate that a fully executed copy of this Agreement may be admissible to the same extent as the original Agreement.

K. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall constitute a duplicate original. A facsimile or other non-original signatures shall still create a binding and enforceable agreement.

IN WITNESS WHEREOF the SETTLING PARTIES agree hereto and this Agreement is executed as of the date and year noted below.

On behalf of The Edgeworth Family Trust & American Grating, LLC

DATED this ____ day of _____, 2017 DATED this ____ day of _____, 2017

BRIAN EDGEWORTH as Trustee of
The Edgeworth Family Trust &
Manager of American Grating, LLC

ANGELA EDGEWORTH as Trustee of
The Edgeworth Family Trust &
Manager of American Grating, LLC

Agreeing to bind himself to the confidentiality obligation set forth in Section VIII.B..

Dated this ____ day of _____, 2017.

SIMON LAW

Daniel S. Simon, Esq.
810 South Casino Center Blvd.
Las Vegas, NV 89101
Attorney for Plaintiffs

On behalf of The Viking Corporation, Supply Network, Inc. and Viking Group, Inc.

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Management

EXHIBIT K

**VIKING SETTLEMENT IDENTIFIED
AS VERSION 4**

Daniel Simon

From: Henriod, Joel D. <JHenriod@lrrc.com>
Sent: Thursday, November 30, 2017 3:13 PM
To: Daniel Simon
Subject: RE: W9 Form
Attachments: Edgeworth -- Settlement Agreement (v.4).pdf; Edgeworth -- Settlement Agreement (v.4).docx

Version 4.

Joel D. Henriod
Las Vegas Office Managing Partner
702.474.2681 office
702.743.0212 mobile
jhenriod@lrrc.com

Lewis Roca
ROTHGERBER CHRISTIE

Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
lrrc.com

From: Henriod, Joel D.
Sent: Wednesday, November 29, 2017 4:23 PM
To: 'Daniel Simon'
Subject: RE: W9 Form

Certainly. (Redline version attached.)

Joel D. Henriod
Las Vegas Office Managing Partner
702.474.2681 office
702.743.0212 mobile
jhenriod@lrrc.com

Lewis Roca
ROTHGERBER CHRISTIE

Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
lrrc.com

From: Daniel Simon [<mailto:dan@simonlawlv.com>]
Sent: Wednesday, November 29, 2017 10:29 AM
To: Henriod, Joel D.
Subject: W9 Form

My Firm name of Law Office of Daniel S. Simon should be placed on the check and in the release to avoid any delay. In order to expedite resolution and issuance of the check, attached is my W-9, which as you know, is required by the

insurance company before any check can be issued. Please send the release as soon as you can so I can review with the clients tomorrow. Mr. Edgeworth was out of the Country until tomorrow anyway so this is the first time I will be able to review it with them. Thanks for your time and attention to this matter.

From: Jen
Sent: Wednesday, November 29, 2017 10:12 AM
To: Daniel Simon <dan@simonlawlv.com>
Subject: W9 Form

JENNIFER WHITE

LEGAL ASSISTANT

 **SIMON LAW**

810 South Casino Center Blvd.

Las Vegas, NV 89101

(P) 702.364.1650

(F) 702.364.1655

JEN@SIMONLAWLV.COM

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This message and any attachments are intended only for the use of the individual or entity to which they are addressed. If the reader of this message or an attachment is not the intended recipient or the employee or agent responsible for delivering the message or attachment to the intended recipient you are hereby notified that any dissemination, distribution or copying of this message or any attachment is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender. The information transmitted in this message and any attachments may be privileged, is intended only for the personal and confidential use of the intended recipients, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §2510-2521.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement"), by and between Plaintiffs EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, Defendants THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC. for damages sustained by PLAINTIFFS arising from an incident that occurred on or about April 10, 2016, at a residential property located at 645 Saint Croix Street, Henderson, Nevada (Clark County), wherein Plaintiff alleges damages were sustained due to an unanticipated activation of a sprinkler head (hereinafter "INCIDENT"). The foregoing parties are hereinafter collectively referred to as "SETTLING PARTIES."

I. RECITALS

A. On June 14, 2016, a Complaint was filed by Plaintiff Edgeworth Family Trust, in the State of Nevada, County of Clark, Case Number A-16-738444-C against Defendants LANGE PLUMBING, LLC and VIKING AUTOMATIC SPRINKLER CO. On August 24, 2016, an amended Complaint was filed against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On March 7, 2017, a Second Amended Complaint was filed adding Plaintiff AMERICAN GRATING, LLC as a Plaintiff against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On November 1, 2017, an Order was entered permitting PLAINTIFFS to VIKING GROUP, INC. as a Defendant (hereinafter "SUBJECT ACTION").

B. The SETTLING PARTIES now wish to settle any and all claims, known and unknown, and dismiss with prejudice the entire SUBJECT ACTION as between the SETTLING PARTIES. The SETTLING PARTIES to this Agreement have settled and compromised their disputes and differences, based upon, and subject to, the terms and conditions which are further set forth herein.

II. DEFINITIONS

A. "SETTLING PARTIES" shall mean, collectively, all of the following individuals and entities, and each of them:

B. "PLAINTIFFS" shall mean EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, as Trustees, Managers, individually, and their past, present and future agents, partners, associates, joint venturers, creditors, predecessors, successors, heirs, assigns, insurers, representatives and attorneys, and all persons acting by or in concert with each other.

C. "VIKING ENTITIES" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and VIKING GROUP, INC. (the "VIKING ENTITIES") and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners,

employers, employees, predecessors, successors, heirs, assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

D. "CLAIM" or "CLAIMS" shall refer to any and all claims, demands, liabilities, damages, complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, misrepresentations, distress, attorneys' fees, investigative costs and any other actionable omissions, conduct or damage of every kind in nature whatsoever, whether seen or unforeseen, whether known or unknown, alleged or which could have at any time been alleged or asserted between the SETTLING PARTIES relating in any way to the SUBJECT ACTION.

E. The "SUBJECT ACTION" refers to the litigation arising from the Complaints filed by PLAINTIFFS in the Eighth Judicial District Court, County of Clark, Case Number A-16-738444-C, State of Nevada, with respect to and between PLAINTIFFS and DEFENDANTS.

III. SETTLEMENT TERMS

A. The VIKING ENTITIES will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) within 20 days of PLAINTIFFS' execution of this AGREEMENT, assuming resolution of the condition set out in § III.D below. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth; AMERICAN GRATING, LLC; and Law Office of Daniel S. Simon."

B. PLAINTIFFS will execute a stipulation to dismiss all of their claims against the VIKING ENTITIES with prejudice, which will state that each party is to bear its own fees and costs. PLAINTIFFS will provide an executed copy of the stipulation to the VIKING ENTITIES upon receipt of a certified check.

C. PLAINTIFFS agree to fully release any and all claims against the VIKING ENTITIES (as defined below § IV.C). The RELEASE included in this document (§ V) shall become effective and binding on PLAINTIFFS upon their receipt of the \$6,000,000 settlement funds.

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the VIKING ENTITIES by Lange Plumbing, LLC. Alternatively, this condition would be satisfied in the event that Lange Plumbing, LLC voluntarily dismisses all claims with prejudice against the VIKING ENTITIES and executes a full release of all claims, known or unknown.

E. The SETTLING PARTIES will bear their own attorneys' fees and costs.

IV. AGREEMENT

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY

hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

B. Each of the SETTLING PARTIES warrant to each other the truth and correctness of the foregoing recitals, which are incorporated in this paragraph by reference.

C. As a material part of this Agreement, except as otherwise provided herein, all claims held by and between the SETTLING PARTIES relating to the SUBJECT ACTION, including, but not limited to, those for property damage, stigma damages, remediation costs, repair costs, diminution in value, punitive damages, shall be dismissed, with prejudice, including any and all claims for attorneys' fees and costs of litigation. This shall include, but is not limited to, any and all claims asserted by PLAINTIFFS or which could have at any time been alleged or asserted against the VIKING ENTITIES, by way of PLAINTIFFS Complaint and any amendments thereto.

V. MUTUAL RELEASE

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge the VIKING ENTITIES and any of its affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION.

B. Reciprocally, in consideration of the settlement payment and promises described herein, the VIKING ENTITIES, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge PLAINTIFFS and any of PLAINTIFFS' affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION. C. This AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which PLAINTIFFS may

have against the VIKING ENTITIES, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

C. Reciprocally, this AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which the VIKING ENTITIES may have against PLAINTIFFS, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, the VIKING ENTITIES and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

D. SETTLING PARTIES hereto expressly agree that this AGREEMENT shall be given full force and effect in accordance with each and all of its expressed terms and provisions, relating to unknown and unsuspected claims, demands, causes of action, if any, between PLAINTIFF and DEFENDANTS, with respect to the INCIDENT, to the same effect as those terms and provisions relating to any other claims, demands and causes of action herein above specified. This AGREEMENT applies as between PLAINTIFFS and the VIKING ENTITIES and their related persons and entities.

E. PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah has explained the effect of this AGREEMENT and their release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement. PLAINTIFFS further represent that they understand and acknowledge the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

VI. GOOD FAITH SETTLEMENT

PLAINTIFFS and the VIKING ENTITIES each warrant that they enter this settlement in good faith, pursuant to the provisions of NRS 17.245.

VIII. MISCELLANEOUS

A. COMPROMISE:

This AGREEMENT is the compromise of doubtful and disputed claims and nothing contained herein is to be construed as an admission of liability on the part of the SETTLING PARTIES, or any of them, by whom liability is expressly denied, or as an admission of any absence of liability on the part of the SETTLING PARTIES, or any of them.

B. SATISFACTION OF LIENS:

1. PLAINTIFFS warrant that they are presently the sole and exclusive owners of their respective claims, demands, causes of action, controversies, obligations or liabilities as set forth in the SUBJECT ACTION and that no other party has any right, title, or interest whatsoever in said causes of action and other matters referred to therein, and that there has been no assignment, transfer, conveyance, or other disposition by them of any said causes of action and other matters referred to therein.

2. PLAINTIFFS do herein specifically further agree to satisfy all liens, claims and subrogation rights of any contractor incurred as a result of the SUBJECT ACTION and to hold harmless and indemnify the VIKING ENTITIES and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against, and in connection with, any liens of any type whatsoever pertaining to the SUBJECT ACTION including, but not necessarily limited to attorneys' liens, mechanics liens, expert liens and/or subrogation claims.

C. GOVERNING LAW:

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

D. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

Any individual signing this Agreement on behalf of another individual, a corporation, a limited liability company or partnership, represents or warrants that he/she has full authority to do so.

E. GENDER AND TENSE:

Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine and feminine and neuter gender shall be deemed to include the other.

F. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES

hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

G. INDEPENDENT ADVICE OF COUNSEL:

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel. For PLAINTIFFS, that independent attorney is Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah.

H. VOLUNTARY AGREEMENT:

The SETTLING PARTIES hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they have signed the same freely and voluntarily.

I. ADMISSIBILITY OF AGREEMENT:

In an action or proceeding related to this Agreement, the SETTLING PARTIES stipulate that a fully executed copy of this Agreement may be admissible to the same extent as the original Agreement.

J. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall constitute a duplicate original. A facsimile or other non-original signatures shall still create a binding and enforceable agreement.

EXHIBIT L

SIMON'S 11/30/17 EMAIL REQUIRING THAT
SETTLEMENT DRAFTS BE ROUTED THROUGH
HIM

brian@pediped.com

From: Daniel Simon <dan@simonlawlv.com>
Sent: Thursday, November 30, 2017 5:31 PM
To: jgreene@vannahlaw.com
Cc: Brian Edgeworth; angela.edgeworth@pediped.com; Daniel Simon
Subject: Edgeworth -- Settlement Agreement
Attachments: Settlement Release Final.pdf

Please find attached the final settlement agreement. Please have clients sign as soon as possible to avoid any delay in processing payment. This shall also confirm that your office is advising them about the effects of the release and representing them to finalize settlement through my office.

Also, I first received a call from you this morning advising the clients wanted to sign the initial draft of the settlement agreement "as is." Since this time, I spent substantial time negotiating more beneficial terms to protect the clients. Specifically, I was able to get the Defendants to agree to omit the Confidentiality provision, provide a mutual release and allow the opportunity to avoid a good faith determination from the court if the clients resolve the Lange claims, providing Lange will dismiss its claims against Viking. Just so we are clear, your office did not ask for these substantial additional beneficial terms to protect the clients.

Additionally, this morning you asked me to approach Lange to accept the \$25,000 offer from the mediation. Since this time, I was able to secure a \$100,000 offer less all money Lange is claiming they are owed. Lange would then dismiss their Claims against Viking allowing the client to avoid the motion for determination of good faith settlement as part of the settlement. Please advise if the clients want me to move forward to finalize the settlement with Lange pursuant to these terms.

Please have the clients sign the release and return originals to my office to avoid delays in payment and finalizing this matter.

Thank You!

EXHIBIT M

EMAIL FROM SIMON TRANSMITTING VIKING
SETTLEMENT AGREEMENT SIGNED BY THE
EDGEWORTHS'

Daniel Simon

From: Daniel Simon
Sent: Friday, December 1, 2017 10:41 AM
To: Henriod, Joel D.; Polsenberg, Daniel F.
Cc: Daniel Simon
Subject: Edgeworth v. Viking, et al
Attachments: Settlement Release Executed.pdf

Please request the check forthwith. Thank you!

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement"), by and between Plaintiffs EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, Defendants THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC. for damages sustained by PLAINTIFFS arising from an incident that occurred on or about April 10, 2016, at a residential property located at 645 Saint Croix Street, Henderson, Nevada (Clark County), wherein Plaintiff alleges damages were sustained due to an unanticipated activation of a sprinkler head (hereinafter "INCIDENT"). The foregoing parties are hereinafter collectively referred to as "SETTLING PARTIES."

I. RECITALS

A. On June 14, 2016, a Complaint was filed by Plaintiff Edgeworth Family Trust, in the State of Nevada, County of Clark, Case Number A-16-738444-C against Defendants LANGE PLUMBING, LLC and VIKING AUTOMATIC SPRINKLER CO. On August 24, 2016, an amended Complaint was filed against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On March 7, 2017, a Second Amended Complaint was filed adding Plaintiff AMERICAN GRATING, LLC as a Plaintiff against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On November 1, 2017, an Order was entered permitting PLAINTIFFS to VIKING GROUP, INC. as a Defendant (hereinafter "SUBJECT ACTION").

B. The SETTLING PARTIES now wish to settle any and all claims, known and unknown, and dismiss with prejudice the entire SUBJECT ACTION as between the SETTLING PARTIES. The SETTLING PARTIES to this Agreement have settled and compromised their disputes and differences, based upon, and subject to, the terms and conditions which are further set forth herein.

II. DEFINITIONS

A. "SETTLING PARTIES" shall mean, collectively, all of the following individuals and entities, and each of them:

B. "PLAINTIFFS" shall mean EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, as Trustees, Managers, individually, and their past, present and future agents, partners, associates, joint venturers, creditors, predecessors, successors, heirs, assigns, insurers, representatives and attorneys, and all persons acting by or in concert with each other.

C. "VIKING ENTITIES" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and VIKING GROUP, INC. (the "VIKING ENTITIES") and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners,

employers, employees, predecessors, successors, heirs, assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

D. "CLAIM" or "CLAIMS" shall refer to any and all claims, demands, liabilities, damages, complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, misrepresentations, distress, attorneys' fees, investigative costs and any other actionable omissions, conduct or damage of every kind in nature whatsoever, whether seen or unforeseen, whether known or unknown, alleged or which could have at any time been alleged or asserted between the SETTLING PARTIES relating in any way to the SUBJECT ACTION.

E. The "SUBJECT ACTION" refers to the litigation arising from the Complaints filed by PLAINTIFFS in the Eighth Judicial District Court, County of Clark, Case Number A-16-738444-C, State of Nevada, with respect to and between PLAINTIFFS and DEFENDANTS.

III. SETTLEMENT TERMS

A. The VIKING ENTITIES will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) within 20 days of PLAINTIFFS' execution of this AGREEMENT, assuming resolution of the condition set out in § III.D below. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth; AMERICAN GRATING, LLC; and Law Office of Daniel S. Simon."

B. PLAINTIFFS will execute a stipulation to dismiss all of their claims against the VIKING ENTITIES with prejudice, which will state that each party is to bear its own fees and costs. PLAINTIFFS will provide an executed copy of the stipulation to the VIKING ENTITIES upon receipt of a certified check.

C. PLAINTIFFS agree to fully release any and all claims against the VIKING ENTITIES (as defined below § IV.C). The RELEASE included in this document (§ V) shall become effective and binding on PLAINTIFFS upon their receipt of the \$6,000,000 settlement funds.

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the VIKING ENTITIES by Lange Plumbing, LLC. Alternatively, this condition would be satisfied in the event that Lange Plumbing, LLC voluntarily dismisses all claims with prejudice against the VIKING ENTITIES and executes a full release of all claims, known or unknown.

E. The SETTLING PARTIES will bear their own attorneys' fees and costs.

IV. AGREEMENT

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY

hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

B. Each of the SETTLING PARTIES warrant to each other the truth and correctness of the foregoing recitals, which are incorporated in this paragraph by reference.

C. As a material part of this Agreement, except as otherwise provided herein, all claims held by and between the SETTLING PARTIES relating to the SUBJECT ACTION, including, but not limited to, those for property damage, stigma damages, remediation costs, repair costs, diminution in value, punitive damages, shall be dismissed, with prejudice, including any and all claims for attorneys' fees and costs of litigation. This shall include, but is not limited to, any and all claims asserted by PLAINTIFFS or which could have at any time been alleged or asserted against the VIKING ENTITIES, by way of PLAINTIFFS Complaint and any amendments thereto.

V. MUTUAL RELEASE

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge the VIKING ENTITIES and any of its affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION.

B. Reciprocally, in consideration of the settlement payment and promises described herein, the VIKING ENTITIES, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge PLAINTIFFS and any of PLAINTIFFS' affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION. C. This AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which PLAINTIFFS may

have against the VIKING ENTITIES, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

C. Reciprocally, this AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which the VIKING ENTITIES may have against PLAINTIFFS, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, the VIKING ENTITIES and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

D. SETTLING PARTIES hereto expressly agree that this AGREEMENT shall be given full force and effect in accordance with each and all of its expressed terms and provisions, relating to unknown and unsuspected claims, demands, causes of action, if any, between PLAINTIFF and DEFENDANTS, with respect to the INCIDENT, to the same effect as those terms and provisions relating to any other claims, demands and causes of action herein above specified. This AGREEMENT applies as between PLAINTIFFS and the VIKING ENTITIES and their related persons and entities.

E. PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah has explained the effect of this AGREEMENT and their release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement. PLAINTIFFS further represent that they understand and acknowledge the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

VI. GOOD FAITH SETTLEMENT

PLAINTIFFS and the VIKING ENTITIES each warrant that they enter this settlement in good faith, pursuant to the provisions of NRS 17.245.

VIII. MISCELLANEOUS

A. COMPROMISE:

This AGREEMENT is the compromise of doubtful and disputed claims and nothing contained herein is to be construed as an admission of liability on the part of the SETTLING PARTIES, or any of them, by whom liability is expressly denied, or as an admission of any absence of liability on the part of the SETTLING PARTIES, or any of them.

B. SATISFACTION OF LIENS:

1. PLAINTIFFS warrant that they are presently the sole and exclusive owners of their respective claims, demands, causes of action, controversies, obligations or liabilities as set forth in the SUBJECT ACTION and that no other party has any right, title, or interest whatsoever in said causes of action and other matters referred to therein, and that there has been no assignment, transfer, conveyance, or other disposition by them of any said causes of action and other matters referred to therein.

2. PLAINTIFFS do herein specifically further agree to satisfy all liens, claims and subrogation rights of any contractor incurred as a result of the SUBJECT ACTION and to hold harmless and indemnify the VIKING ENTITIES and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against, and in connection with, any liens of any type whatsoever pertaining to the SUBJECT ACTION including, but not necessarily limited to attorneys' liens, mechanics liens, expert liens and/or subrogation claims.

C. GOVERNING LAW:

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

D. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

Any individual signing this Agreement on behalf of another individual, a corporation, a limited liability company or partnership, represents or warrants that he/she has full authority to do so.

E. GENDER AND TENSE:

Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine and feminine and neuter gender shall be deemed to include the other.

F. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES

hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

G. INDEPENDENT ADVICE OF COUNSEL:

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel. For PLAINTIFFS, that independent attorney is Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah.

H. VOLUNTARY AGREEMENT:

The SETTLING PARTIES hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they have signed the same freely and voluntarily.

I. ADMISSIBILITY OF AGREEMENT:

In an action or proceeding related to this Agreement, the SETTLING PARTIES stipulate that a fully executed copy of this Agreement may be admissible to the same extent as the original Agreement.

J. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall constitute a duplicate original. A facsimile or other non-original signatures shall still create a binding and enforceable agreement.

IN WITNESS WHEREOF the SETTLING PARTIES agree hereto and this Agreement is executed as of the date and year noted below.

On behalf of The Edgeworth Family Trust & American Grating, LLC

DATED this 1st day of DECEMBER 2017 DATED this 1 day of December 2017



BRIAN EDGEWORTH as Trustee of
The Edge worth Family Trust &
Manager of American Grating, LLC



ANGELA EDGEWORTH as Trustee of
The Edge worth Family Trust &
Manager of American Grating, LLC

On behalf of The Viking Corporation, Supply Network, Inc. and Viking Group, Inc.

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Managment

EXHIBIT N

11/16/22 EMAIL TO J. CHRISTENSEN
REQUESTING ASSISTANCE AND 11/23/22
ACKNOWLEDGEMENT OF REQUEST

/

Rosa Solis-Rainey

From: Rosa Solis-Rainey
Sent: Wednesday, November 23, 2022 8:19 AM
To: James R. Christensen
Cc: Steve Morris
Subject: Re: Edgeworth adv. Simon - Your Offer

Thank you. I look forward to a response.

Happy holidays to all of you.

Rosa Solis -Rainey

On Nov 23, 2022, at 8:06 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

Ms. Solis-Rainey,

Thank you for your inquiry. I have forwarded the inquiry to the Simon office.

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

From: Rosa Solis-Rainey <rsr@morrislawgroup.com>
Sent: Wednesday, November 16, 2022 1:30 PM
To: James R. Christensen <jim@jchristensenlaw.com>
Cc: Steve Morris <SM@morrislawgroup.com>
Subject: Edgeworth adv. Simon - Your Offer

Mr. Christensen –

Pursuant to your in-court offer, please identify where the release that was in Simon's office on 11/27/17 upon his return from Peru is located the in the partial file you provided, along with the location of any letter or email transmitting same. If you could also identify the location of any other drafts of the Viking or Lange settlement agreements in the file, and the corresponding transmittals for the drafts, that would be very helpful.

Sincerely,

Rosa Solis-Rainey
MORRIS LAW GROUP
801 S. Rancho Drive, Ste B4
LAS VEGAS, NEVADA 89106
(702) 474-9400 (Main)

(702) 759-8321 (Direct)
(702) 474-9422 (Fax)
rsr@morrislawgroup.com
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 O

12/21/22 LETTER TO J. CHRISTENSEN
FOLLOWING UP ON 11/16/22 REQUEST AND
ADDING ADDITIONAL REQUESTS

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

December 21, 2022

VIA EMAIL

James R. Christensen Esq.
601 S. 6th Street
Las Vegas, NV 89101

Re: *Edgeworth adv. Simon*

Dear Mr. Christensen:

We have not received a response to the email I sent to you on November 16, 2022 asking you to help us locate the copy of the settlement agreement that Simon testified was in his office on November 27, 2017. You indicated in your November 23, 2022 response that you had forwarded the inquiry to Mr. Simon.

Additionally, please help us locate where the following documents, which I've advised you in prior correspondence that I have not been able to locate, can be found:

1. The Cost Printout Simon testified he handed to the Edgeworths at the November 17, 2017 meeting;
2. The cost backup supporting the \$80,326.86 in costs Simon claimed in his November 30, 2017 lien;
3. The Mediator proposal dated 11/10/17, referenced in LODS014786 and LODS014787;
4. The Invoice titled "EDGEWORTH FAMILY TRUST REVISED 12012017 INVOICE.PDF" referenced in LODS014686;
5. The Invoice titled "EDGEWORTH FAMILY TRUST 95458.PDF" referenced in email LODS014687;
6. The fully executed Viking and Lange settlement agreements;

ROBA SOLIS-RAINEY
DIRECT DIAL: 702/759-8321
EMAIL: RSR@MORRISLAWGROUP.COM

P00651

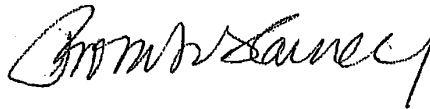
7. The attachments to the 24 emails listed in my October 27, 2022 letter.

I understand but disagree with your attempt to now claim that despite prior representations, Mr. Simon does not maintain email in client files. As you Mr. Simon defined his client file as containing email, and as you know from the email from the latest supplement you provided, the email contains the exact type of documents that our client has requested for over five years, and that you and your client testified and/or suggested did not exist. Likewise, I disagree Mr. Simon produced phone records "voluntarily" and as we've previously explained, whatever you or he produced in other proceedings is irrelevant to his obligation to produce to the Edgeworths a complete client file as ordered by the Nevada Supreme Court and Judge Jones.

I have received your letter of December 16, 2022 and disagree with you, for the reasons previously explained. As to the funds, I agree we have been unable to reach mutual agreement, which is what the Court said was necessary for us to release any funds. We have repeated our offer to release any undisputed portions of the funds to Simon and the Edgeworths on multiple occasions. That offer remains open and unless we can mutually agree to the amounts that should be disbursed, we cannot disburse any funds.

If you have any questions, please do not hesitate to reach out.

Sincerely,



Rosa Solis-Rainey

RSR:cjs

EXHIBIT P

2/17/23 LETTER TO J. CHRISTENSEN
FOLLOWING UP ON 11/16/22 AND 12/21/22
REQUESTS

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

February 17, 2023

VIA EMAIL: jim@jchristensenlaw.com

James R. Christensen
601 S. 6th Street
Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C*
Distribution of funds and Outstanding Requests

Dear Jim:

I am in receipt of your February 17, 2023 letter, which appears to repeat the proposal you made on October 20, 2022. As a threshold matter, please include Steve Morris on all future correspondence and email exchanges. Assuming your proposal continues to request distribution of the quantum meruit amount for which the district court has still not explained the basis or reasonableness, our response also remains unchanged.

As a reminder, we filed a motion asking that the court order the distribution of the withheld funds as follows: \$284,982.50 to Mr. Simon; at least \$200,000 retained in trust pending final adjudication of the fee dispute; and the remainder released to the Edgeworths as should have been released in 2018. You opposed that motion and the Court denied it on June 17, 2021, stating:

The Court further finds and orders that there is a bilateral agreement to hold the disputed funds in an interest-bearing account at the bank and until new details are agreed upon to invalidate said agreement and a new agreement is reached, the bilateral agreement is controlling and the disputed funds will remain in accordance with the agreement.

Although we disagree with that decision, we respect it, and therefore cannot release any funds unless there is the mutual agreement as the Court said was necessary under the "bilateral agreement" argument you fronted and she accepted.¹ I note that you continued to front the bilateral agreement argument in opposing the Edgeworths' writ petition, which as to the funds, the Supreme

¹ Note that the Order is also mistaken as to the location of the funds as they had been moved to my firm's Trust account by agreement of the parties.

James Christensen
February 17, 2023
Page 2

Court declined to consider. Your recent unilateral demands are inconsistent with your prior position and with the Court's order.

My clients remain willing to disburse the funds as previously offered: the pre-discharge fee award of \$284,982.50 would be released to Mr. Simon, the undisputed \$1.5 million would be released to the Edgeworths, and the \$200,000 quantum meruit award in the district court's last four orders, which all fail to explain its basis and reasonableness would remain in our trust account. If this distribution is acceptable, let me know and we will promptly cut the checks.

On a related note, I still have not received a response to the email request I sent you on November 16, 2022 or my letter dated December 21, 2022, both requesting specific documents that we have not been able to locate in the portion of the file produced. The Court's December 13, 2022 Order instructed us to make specific requests from you. As it has been 93 days since my first request and nearly 60 since my second request, please advise when I can expect your response.

Sincerely,



Rosa Solis-Rainey

cc: Steve Morris
File

RSR:cjs

MORRIS LAW GROUP
ATTORNEYS AT LAW

P00655

EXHIBIT Q

12/6/22 LETTER FROM J. CHRISTENSEN WITH
282 PAGE PRODUCTION INCLUDING
EXCHANGES RE SETTLEMENT

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

December 6, 2022

Via E-Mail

Rosa Solis-Rainey, Esq.
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 request regarding additional email. As previously noted, drafts and emails are not typically part of a case file. However, just as Simon previously produced such things as cell phone records and spent days creating file indexes for the benefit of his former clients, Simon voluntarily performed another review.

Please find LODS139996 - LODS140277 in the following Drobox:

<https://www.dropbox.com/s/v4u0xqthgfkjx2t/LODS139996-140277.pdf?dl=0>

Please note that there are duplicate documents in the above bated range, and/or some of the bated documents are already possessed by the Edgeworths and were discussed at the evidentiary hearing. Further, some of the bated documents evidence work by Simon that is not reflected on the superbill and which further supports a quantum meruit fee grant to Simon.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

/s/ James R. Christensen

JAMES R. CHRISTENSEN

cc: Client(s)

EXHIBIT R
SIMON'S 11/27/17 DEMAND LETTER

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

TELEPHONE (702)364-1650

FACSIMILE (702)364-1655

November 27, 2017

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

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

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

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

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

0046

P00660

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

I have lost money working on your case.

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

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Value of my Services

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

Billing Statements

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

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

How I handle cases

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

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

Finalizing the settlement

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

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

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

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

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

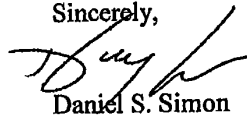
Conclusion

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

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

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

Sincerely,



Daniel S. Simon

EXHIBIT S

11/27/17 EMAIL EXCHANGES BETWEEN SIMON
AND ANGELA EDGEWORTH RE SETTLEMENT
STATUS

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

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.

From: Daniel Simon <dan@simonlawlv.com>
Sent: Monday, November 27, 2017 3:50 PM
To: Angela Edgeworth
Cc: Brian Edgeworth (brian@pediped.com)
Subject: RE: Edgeworth v. Viking, et al

I have not received the Viking agreement. When I receive I will forward. Let me know as soon as you can. Thanks

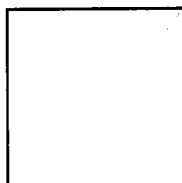
From: Angela Edgeworth [mailto:angela.edgeworth@pediped.com]
Sent: Monday, November 27, 2017 3:20 PM
To: Daniel Simon <dan@simonlawlv.com>
Cc: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Subject: Re: Edgeworth v. Viking, et al

Danny,

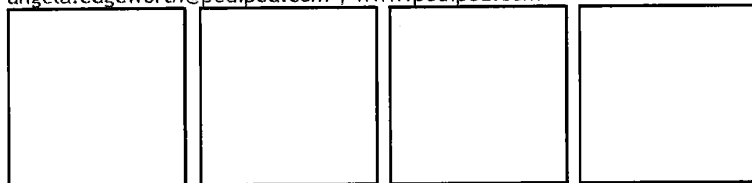
As you know, Brian is out of town and in China at the moment. I will need a couple of days to discuss this with him. We will be glad to meet once he is back.
We would need to have our attorney look at this agreement before we sign.

In the meantime, please send us the Viking Agreement immediately, so we review it.

Angela Edgeworth



Angela Edgeworth
D 702.352.2585 | T 702.567.0311 | F 702.567.0319
1191 Center Point Drive | Henderson, NV 89074
angela.edgeworth@pediped.com | www.pediped.com



On Mon, Nov 27, 2017 at 2:26 PM, Daniel Simon <dan@simonlawlv.com> wrote:

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

EXHIBIT T

SIMON'S 12/7/17 LETTER CLAIMING HIS
SUPERBILL WOULD EXCEED THE AMOUNT OF
HIS 11/27/17 DEMAND AND OVERSTATING
COSTS

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

TELEPHONE (702) 364-1650

FACSIMILE (702) 364-1655

December 7, 2017

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

RE: Edgeworth v. Viking, et al.

Dear Mr. Vannah,

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

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

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

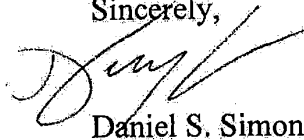
The Lange offer is good as far as the property damage claims are concerned. However, there is a potential for recovery of attorney fees and costs from Lange

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel S. Simon', is written over the typed name.

Daniel S. Simon

EXHIBIT U

11/16/17 TEXT FROM B. EDGEWORTH TO
SIMON CONFIRMING THE EDGEWORTHS
ACCEPTED THE CONFIDENTIALITY CLAUSE

8:53

LTE

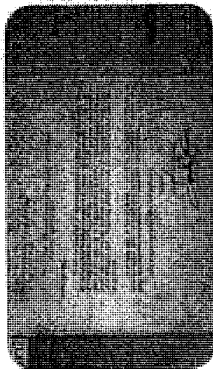


+1 (702) 279-7246

Wed, Nov 15, 7:21 PM

At meeting

Thu, Nov 16, 5:13 PM



FLOYD fucked us.
Case is back on

That line is fine. The
settlement is the only
thing that is
confidential. I assume
that means the
amount.

We can just haggle

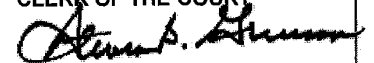


Message



EXHIBIT V

11/19/18 ORDER



1 **ORD**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

6 EDGEWORTH FAMILY TRUST; and
7 AMERICAN GRATING, LLC,

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: XXVI

10 LANGE PLUMBING, LLC; THE VIKING
11 CORPORATION, a Michigan Corporation;
12 SUPPLY NETWORK, INC., dba VIKING
13 SUPPLYNET, a Michigan Corporation; and
14 DOES 1 through 5; and, ROE entities 6 through
15 10;

16 Defendants.

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

17 EDGEWORTH FAMILY TRUST; and
18 AMERICAN GRATING, LLC,

19 Plaintiffs,

20 vs.

DECISION AND ORDER ON MOTION
TO ADJUDICATE LIEN

21 DANIEL S. SIMON; THE LAW OFFICE OF
22 DANIEL S. SIMON, a Professional Corporation
23 d/b/a SIMON LAW; DOES 1 through 10; and,
24 ROE entities 1 through 10;

25 Defendants.

26 **DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN**

27 This case came on for an evidentiary hearing August 27-30, 2018 and concluded on
28 September 18, 2018, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable
Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon
d/b/a Simon Law ("Defendants" or "Law Office" or "Simon" or "Mr. Simon") having appeared in

Hon. Tierra Jones
DISTRICT COURT JUDGE

DEPARTMENT TEN
LAS VEGAS, NEVADA 89155

1 person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James
2 Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
3 "Edgeworths") having appeared through Brian and Angela Edgeworth, and by and through their
4 attorneys of record, the law firm of Vannah and Vannah, Chtd. Robert Vannah, Esq. and John
5 Greene, Esq. The Court having considered the evidence, arguments of counsel and being fully
6 advised of the matters herein, the **COURT FINDS:**

7
8 **FINDINGS OF FACT**

9 1. The Court finds that the Law Office of Daniel S. Simon represented the Plaintiffs,
10 Edgeworth Family Trust and American Grating in the case entitled Edgeworth Family Trust and
11 American Grating v. Viking, et al., case number A-16-738444-C. The representation commenced on
12 May 27, 2016 when Brian Edgeworth and Daniel Simon Esq. met at Starbucks. This representation
13 originally began as a favor between friends and there was no discussion of fees, at this point. Mr.
14 Simon and his wife were close family friends with Brian and Angela Edgeworth.

15 2. The case involved a complex products liability issue.

16 3. On April 10, 2016, a house the Edgeworths were building as a speculation home
17 suffered a flood. The house was still under construction and the flood caused a delay. The
18 Edgeworths did not carry loss insurance if a flood occurred and the plumbing company and
19 manufacturer refused to pay for the property damage. A fire sprinkler installed by the plumber, and
20 within the plumber's scope of work, caused the flood; however, the plumber asserted the fire
21 sprinkler was defective and refused to repair or to pay for repairs. The manufacturer of the sprinkler,
22 Viking, et al., also denied any wrongdoing.

23 4. In May of 2016, Mr. Simon agreed to help his friend with the flood claim and to send
24 a few letters. The parties initially hoped that Simon drafting a few letters to the responsible parties
25 could resolve the matter. Simon wrote the letters to the responsible parties, but the matter did not
26 resolve. Since the matter was not resolved, a lawsuit had to be filed.

27 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and
28

1 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,
2 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately
3 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")
4 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

5 6. On August 9, 2017, Mr. Simon and Brian Edgeworth traveled to San Diego to meet
6 with an expert. As they were in the airport waiting for a return flight, they discussed the case, and
7 had some discussion about payments and financials. No express fee agreement was reached during
8 the meeting. On August 22, 2017, Brian Edgeworth sent an email to Simon entitled "Contingency."
9 It reads as follows:

10 We never really had a structured discussion about how this might be done.
11 I am more that happy to keep paying hourly but if we are going for punitive
12 we should probably explore a hybrid of hourly on the claim and then some
13 other structure that incents both of us to win an go after the appeal that these
14 scumbags will file etc.
15 Obviously that could not have been doen earlier snce who would have thought
16 this case would meet the hurdle of punitives at the start.
17 I could also swing hourly for the whole case (unless I am off what this is
18 going to cost). I would likely borrow another \$450K from Margaret in 250
19 and 200 increments and then either I could use one of the house sales for cash
20 or if things get really bad, I still have a couple million in bitcoin I could sell.
21 I doubt we will get Kinsale to settle for enough to really finance this since I
22 would have to pay the first \$750,000 or so back to Colin and Margaret and
23 why would Kinsale settle for \$1MM when their exposure is only \$1MM?

24 (Def. Exhibit 27).

25 7. During the litigation, Simon sent four (4) invoices to the Edgeworths. The first
26 invoice was sent on December 2, 2016, seven (7) months after the original meeting at Starbucks.
27 This invoice indicated that it was for attorney's fees and costs through November 11, 2016. (Def.
28 Exhibit 8). The total of this invoice was \$42,564.95 and was billed at a "reduced" rate of \$550 per
hour. Id. The invoice was paid by the Edgeworths on December 16, 2016.

8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and
costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per

1 hour. (Def. Exhibit 9). This invoice was paid by the Edgeworths on May 3, 2017. There was no
2 indication on the first two invoices if the services were those of Mr. Simon or his associates; but the
3 bills indicated an hourly rate of \$550.00 per hour.

4 9. A third invoice was sent to the Edgeworths on July 28, 2017 for attorney's fees and
5 costs through July 28, 2017 totaling of \$142,080.20. (Def. Exhibit 10). This bill identified services
6 of Daniel Simon Esq. for a "reduced" rate of \$550 per hour totaling \$104,021.20; and services of
7 Ashley Ferrel Esq. for a "reduced" rate of \$275 per hour totaling \$37,959.00. Id. This invoice was
8 paid by the Edgeworths on August 16, 2017.

9 10. The fourth invoice was sent to the Edgeworths on September 19, 2017 in an amount
10 of \$255,186.25 for attorney's fees and costs; with \$191,317.50 being calculated at a "reduced" rate
11 of \$550 per hour for Daniel Simon Esq., \$60,981.25 being calculated at a "reduced" rate of \$275 per
12 hour for Ashley Ferrel Esq., and \$2,887.50 being calculated at a "reduced" rate of \$275 per hour for
13 Benjamin Miller Esq. (Def. Exhibit 11). This invoice was paid by the Edgeworths on September
14 25, 2017.

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

19 12. Between June 2016 and December 2017, there was a tremendous amount of work
20 done in the litigation of this case. There were several motions and oppositions filed, several
21 depositions taken, and several hearings held in the case.

22 13. On the evening of November 15, 2017, the Edgeworth's received the first settlement
23 offer for their claims against the Viking Corporation ("Viking"). However, the claims were not
24 settled until on or about December 1, 2017.

25 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon asking for the
26

27 ¹ \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for the services of Ashley Ferrel; and
28 \$2,887.50 for the services of Benjamin Miller.

1 open invoice. The email stated: "I know I have an open invoice that you were going to give me at a
2 mediation a couple weeks ago and then did not leave with me. Could someone in your office send
3 Peter (copied here) any invoices that are unpaid please?" (Def. Exhibit 38).

4 15. On November 17, 2017, Simon scheduled an appointment for the Edgeworths to
5 come to his office to discuss the litigation.

6 16. On November 27, 2017, Simon sent a letter with an attached retainer agreement,
7 stating that the fee for legal services would be \$1,500,000 for services rendered to date. (Plaintiff's
8 Exhibit 4).

9 17. On November 29, 2017, the Edgeworths met with the Law Office of Vannah &
10 Vannah and signed a retainer agreement. (Def. Exhibit 90). On this date, they ceased all
11 communications with Mr. Simon.

12 18. On the morning of November 30, 2017, Simon received a letter advising him that the
13 Edgeworths had retained the Vannah Law Firm to assist in the litigation with the Viking entities,
14 et.al. The letter read as follows:

15 "Please let this letter serve to advise you that I've retained Robert D. Vannah,
16 Esq. and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation
17 with the Viking entities, et.al. I'm instructing you to cooperate with them in
18 every regard concerning the litigation and any settlement. I'm also instructing
19 you to give them complete access to the file and allow them to review
20 whatever documents they request to review. Finally, I direct you to allow
them to participate without limitation in any proceeding concerning our case,
whether it be at depositions, court hearings, discussions, etc."

21 (Def. Exhibit 43).

22 19. On the same morning, Simon received, through the Vannah Law Firm, the
23 Edgeworth's consent to settle their claims against Lange Plumbing LLC for \$25,000.

24 20. Also on this date, the Law Office of Danny Simon filed an attorney's lien for the
25 reasonable value of its services pursuant to NRS 18.015. (Def. Exhibit 3). On January 2, 2018, the
26 Law Office filed an amended attorney's lien for the sum of \$2,345,450, less payments made in the
27 sum of \$367,606.25, for a net lien in the sum of \$1,977,843.80. This lien includes court costs and
28

1 out-of-pocket costs advanced by the Law Office of Daniel S. Simon in the sum of \$76,535.93.

2 21. Mr. Edgeworth alleges that the fee agreement with Simon was only for an hourly
3 express agreement of \$550 an hour; and that the agreement for \$550 an hour was made at the outset
4 of the case. Mr. Simon alleges that he worked on the case always believing he would receive the
5 reasonable value of his services when the case concluded. There is a dispute over the reasonable fee
6 due to the Law Office of Danny Simon.

7 22. The parties agree that an express written contract was never formed.

8 23. On December 7, 2017, the Edgeworths signed a Consent to Settle their claims against
9 Lange Plumbing LLC for \$100,000.

10 24. On January 4, 2018, the Edgeworth Family Trust filed a lawsuit against Simon in
11 Edgeworth Family Trust; American Grating LLC vs. Daniel S. Simon, the Law Office of Daniel S.
12 Simon, a Professional Corporation, case number A-18-767242-C.

13 25. On January 24, 2018, the Law Office of Danny Simon filed a Motion to Adjudicate
14 Lien with an attached invoice for legal services rendered. The amount of the invoice was
15 \$692,120.00. The Court set an evidentiary hearing to adjudicate the lien.

16 17 **CONCLUSION OF LAW**

18 **The Law Office Appropriately Asserted A Charging Lien Which Must Be Adjudicated By The** 19 **Court**

20 An attorney may obtain payment for work on a case by use of an attorney lien. Here, the
21 Law Office of Daniel Simon may use a charging lien to obtain payment for work on case A-16-
22 738444-C under NRS 18.015.

23 NRS 18.015(1)(a) states:

- 24 1. An attorney at law shall have a lien:
25 (a) Upon any claim, demand or cause of action, including any claim for unliquidated
26 damages, which has been placed in the attorney's hands by a client for suit or
collection, or upon which a suit or other action has been instituted.

27 Nev. Rev. Stat. 18.015.
28

1 The Court finds that the lien filed by the Law Office of Daniel Simon, in case A-16-738444-C,
2 complies with NRS 18.015(1)(a). The Law Office perfected the charging lien pursuant to NRS
3 18.015(3), by serving the Edgeworths as set forth in the statute. The Law Office charging lien was
4 perfected before settlement funds generated from A-16-738444-C of \$6,100,000.00 were deposited,
5 thus the charging lien attached to the settlement funds. Nev. Rev. Stat. 18.015(4)(a); Golightly &
6 Vannah, PLLC v. TJ Allen LLC, 373 P.3d 103, at 105 (Nev. 2016). The Law Office's charging lien
7 is enforceable in form.

8 The Court has personal jurisdiction over the Law Office and the Plaintiffs in A-16-738444-C.
9 Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish, 216 P.3d 779 at
10 782-83 (Nev. 2009). The Court has subject matter jurisdiction over adjudication of the Law Office's
11 charging lien. Argentina, 216 P.3d at 783. The Law Office filed a motion requesting adjudication
12 under NRS 18.015, thus the Court must adjudicate the lien.

13 14 *Fee Agreement*

15 It is undisputed that no express written fee agreement was formed. The Court finds that there
16 was no express oral fee agreement formed between the parties. An express oral agreement is
17 formed when all important terms are agreed upon. See, Loma Linda University v. Eckenweiler, 469
18 P.2d 54 (Nev. 1970) (*no oral contract was formed, despite negotiation, when important terms were*
19 *not agreed upon and when the parties contemplated a written agreement*). The Court finds that the
20 payment terms are essential to the formation of an express oral contract to provide legal services on
21 an hourly basis.

22 Here, the testimony from the evidentiary hearing does not indicate, with any degree of
23 certainty, that there was an express oral fee agreement formed on or about June of 2016. Despite
24 Brian Edgeworth's affidavits and testimony; the emails between himself and Danny Simon,
25 regarding punitive damages and a possible contingency fee, indicate that no express oral fee
26 agreement was formed at the meeting on June 10, 2016. Specifically in Brian Edgeworth's August
27 22, 2017 email, titled "Contingency," he writes:

"We never really had a structured discussion about how this might be done. I am more than happy to keep paying hourly but if we are going for punitive we should probably explore a hybrid of hourly on the claim and then some other structure that incents both of us to win and go after the appeal that these scumbags will file etc. Obviously that could not have been done earlier since who would have thought this case would meet the hurdle of punitives at the start. I could also swing hourly for the whole case (unless I am off what this is going to cost). I would likely borrow another \$450K from Margaret in 250 and 200 increments and then either I could use one of the house sales for cash or if things get really bad, I still have a couple million in bitcoin I could sell. I doubt we will get Kinsale to settle for enough to really finance this since I would have to pay the first \$750,000 or so back to Colin and Margaret and why would Kinsale settle for \$1MM when their exposure is only \$1MM?"

(Def. Exhibit 27).

It is undisputed that when the flood issue arose, all parties were under the impression that Simon would be helping out the Edgeworths, as a favor.

The Court finds that an implied fee agreement was formed between the parties on December 2, 2016, when Simon sent the first invoice to the Edgeworths, billing his services at \$550 per hour, and the Edgeworths paid the invoice. On July 28, 2017 an addition to the implied contract was created with a fee of \$275 per hour for Simon's associates. Simon testified that he never told the Edgeworths not to pay the bills, though he testified that from the outset he only wanted to "trigger coverage". When Simon repeatedly billed the Edgeworths at \$550 per hour for his services, and \$275 an hour for the services of his associates; and the Edgeworths paid those invoices, an implied fee agreement was formed between the parties. The implied fee agreement was for \$550 per hour for the services of Daniel Simon Esq. and \$275 per hour for the services of his associates.

Constructive Discharge

Constructive discharge of an attorney may occur under several circumstances, such as:

- Refusal to communicate with an attorney creates constructive discharge. Rosenberg v. Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).
- Refusal to pay an attorney creates constructive discharge. See e.g., Christian v. All Persons Claiming Any Right, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).

- Suing an attorney creates constructive discharge. See Tao v. Probate Court for the Northeast Dist. #26, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). See also Maples v. Thomas, 565 U.S. 266 (2012); Harris v. State, 2017 Nev. LEXIS 111; and Guerrero v. State, 2017 Nev. Unpubl. LEXIS 472.
- Taking actions that preventing effective representation creates constructive discharge. McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

Here, the Court finds that the Edgeworths constructively discharged Simon as their lawyer on November 29, 2017. The Edgeworths assert that because Simon has not been expressly terminated, has not withdrawn, and is still technically their attorney of record; there cannot be a termination. The Court disagrees.

On November 29, 2017, the Edgeworths met with the Law Firm of Vannah and Vannah and signed a retainer agreement. The retainer agreement was for representation on the Viking settlement agreement and the Lange claims. (Def. Exhibit 90). This is the exact litigation that Simon was representing the Edgeworths on. This fee agreement also allowed Vannah and Vannah to do all things without a compromise. Id. The retainer agreement specifically states:

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

- a) ...
- b) ...
- c) Client agrees that his attorneys will work to consummate a settlement of \$6,000,000 from the Viking entities and any settlement amount agreed to be paid by the Lange entity. Client also agrees that attorneys will work to reach an agreement amongst the parties to resolve all claims in the Lange and Viking litigation.

Id.

This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr. Simon had already begun negotiating the terms of the settlement agreement with Viking during the week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put

1 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.
2 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly
3 identified as the firm that solely advised the clients about the settlement. The actual language in the
4 settlement agreement, for the Viking claims, states:

5
6 PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq.
7 and John Greene, Esq., of the law firm Vannah & Vannah has explained the
8 effect of this AGREEMENT and their release of any and all claims, known or
9 unknown and, based upon that explanation and their independent judgment by
10 the reading of this Agreement, PLAINTIFFS understand and acknowledge the
11 legal significance and the consequences of the claims being released by this
12 Agreement. PLAINTIFFS further represent that they understand and
13 acknowledge the legal significance and consequences of a release of unknown
14 claims against the SETTLING PARTIES set forth in, or arising from, the
15 INCIDENT and hereby assume full responsibility for any injuries, damages,
16 losses or liabilities that hereafter may occur with respect to the matters
17 released by this Agreement.

18 Id.

19 Also, Simon was not present for the signing of these settlement documents and never explained any
20 of the terms to the Edgeworths. He sent the settlement documents to the Law Office of Vannah and
21 Vannah and received them back with the signatures of the Edgeworths.

22 Further, the Edgeworths did not personally speak with Simon after November 25, 2017.
23 Though there were email communications between the Edgeworths and Simon, they did not verbally
24 speak to him and were not seeking legal advice from him. In an email dated December 5, 2017,
25 Simon is requesting Brian Edgeworth return a call to him about the case, and Brian Edgeworth
26 responds to the email saying, "please give John Greene at Vannah and Vannah a call if you need
27 anything done on the case. I am sure they can handle it." (Def. Exhibit 80). At this time, the claim
28 against Lange Plumbing had not been settled. The evidence indicates that Simon was actively
working on this claim, but he had no communication with the Edgeworths and was not advising
them on the claim against Lange Plumbing. Specifically, Brian Edgeworth testified that Robert
Vannah Esq. told them what Simon said about the Lange claims and it was established that the Law
Firm of Vannah and Vannah provided advice to the Edgeworths regarding the Lange claim. Simon

1 and the Law Firm of Vannah and Vannah gave different advice on the Lange claim, and the
2 Edgeworths followed the advice of the Law Firm of Vannah and Vannah to settle the Lange claim.
3 The Law Firm of Vannah and Vannah drafted the consent to settle for the claims against Lange
4 Plumbing (Def. Exhibit 47). This consent to settle was inconsistent with the advice of Simon. Mr.
5 Simon never signed off on any of the releases for the Lange settlement.

6 Further demonstrating a constructive discharge of Simon is the email from Robert Vannah
7 Esq. to James Christensen Esq. dated December 26, 2017, which states: "They have lost all faith and
8 trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account.
9 Quite frankly, they are fearful that he will steal the money." (Def. Exhibit 48). Then on January 4,
10 2018, the Edgeworth's filed a lawsuit against Simon in Edgeworth Family Trust; American Grating,
11 LLC vs. Daniel S. Simon; the Law Office of Daniel S. Simon, a Professional Corporation d/b/a
12 Simon Law, case number A-18-767242-C. Then, on January 9, 2018, Robert Vannah Esq. sent an
13 email to James Christensen Esq. stating, "I guess he could move to withdraw. However, that
14 doesn't seem in his best interests." (Def. Exhibit 53).

15 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-
16 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the
17 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018
18 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that
19 was attached to the letter), and that Simon continued to work on the case after the November 29,
20 2017 date. The court further recognizes that it is always a client's decision of whether or not to
21 accept a settlement offer. However the issue is constructive discharge and nothing about the fact
22 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively
23 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys
24 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating
25 with him, making it impossible to advise them on pending legal issues, such as the settlements with
26 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing

27 //

1 Simon from effectively representing the clients. The Court finds that Danny Simon was
2 constructively discharged by the Edgeworths on November 29, 2017.

3
4 **Adjudication of the Lien and Determination of the Law Office Fee**

5 NRS 18.015 states:

6 1. An attorney at law shall have a lien:

7 (a) Upon any claim, demand or cause of action, including any claim for
8 unliquidated damages, which has been placed in the attorney's hands by a
9 client for suit or collection, or upon which a suit or other action has been
10 instituted.

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

13 2. A lien pursuant to subsection 1 is for the amount of any fee which has
14 been agreed upon by the attorney and client. In the absence of an agreement,
15 the lien is for a reasonable fee for the services which the attorney has rendered
16 for the client.

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

21 4. A lien pursuant to:

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

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

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

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

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

1 Nev. Rev. Stat. 18.015.

2 NRS 18.015(2) matches Nevada contract law. If there is an express contract, then the contract terms
3 are applied. Here, there was no express contract for the fee amount, however there was an implied
4 contract when Simon began to bill the Edgeworths for fees in the amount of \$550 per hour for his
5 services, and \$275 per hour for the services of his associates. This contract was in effect until
6 November 29, 2017, when he was constructively discharged from representing the Edgeworths.
7 After he was constructively discharged, under NRS 18.015(2) and Nevada contract law, Simon is
8 due a reasonable fee- that is, quantum meruit.

9
10 *Implied Contract*

11 On December 2, 2016, an implied contract for fees was created. The implied fee was \$550
12 an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was
13 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was
14 created when invoices were sent to the Edgeworths, and they paid the invoices.

15 The invoices that were sent to the Edgeworths indicate that they were for costs and attorney's
16 fees, and these invoices were paid by the Edgeworths. Though the invoice says that the fees were
17 reduced, there is no evidence that establishes that there was any discussion with the Edgeworths as
18 to how much of a reduction was being taken, and that the invoices did not need to be paid. There is
19 no indication that the Edgeworths knew about the amount of the reduction and acknowledged that
20 the full amount would be due at a later date. Simon testified that Brian Edgeworth chose to pay the
21 bills to give credibility to his actual damages, above his property damage loss. However, as the
22 lawyer/counselor, Simon did not prevent Brian Edgeworth from paying the bill or in any way refund
23 the money, or memorialize this or any understanding in writing.

24 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCP
25 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
26 paid in full and there was never any indication given that anything less than all the fees had been
27 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
28

1 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
2 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
3 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
4 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
5 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
6 Office retained the payments, indicating an implied contract was formed between the parties. The
7 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
8 date they were constructively discharged, November 29, 2017.

9
10 ***Amount of Fees Owed Under Implied Contract***

11 The Edgeworths were billed, and paid for services through September 19, 2017. There is
12 some testimony that an invoice was requested for services after that date, but there is no evidence
13 that any invoice was paid by the Edgeworths. Since the Court has found that an implied contract for
14 fees was formed, the Court must now determine what amount of fees and costs are owed from
15 September 19, 2017 to the constructive discharge date of November 29, 2017. In doing so, the
16 Court must consider the testimony from the witnesses at the evidentiary hearing, the submitted
17 billings, the attached lien, and all other evidence provided regarding the services provided during
18 this time.

19 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing
20 that was prepared with the lien "super bill," are not necessarily accurate as the Law Office went back
21 and attempted to create a bill for work that had been done over a year before. She testified that they
22 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every
23 email that was read and responded to. She testified that the dates were not exact, they just used the
24 dates for which the documents were filed, and not necessarily the dates in which the work was
25 performed. Further, there are billed items included in the "super bill" that was not previously billed
26 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice
27 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
28

1 indicated that there were no phone calls included in the billings that were submitted to the
2 Edgeworths.

3 This attempt to recreate billing and supplement/increase previously billed work makes it
4 unclear to the Court as to the accuracy of this "recreated" billing, since so much time had elapsed
5 between the actual work and the billing. The court reviewed the billings of the "super bill" in
6 comparison to the previous bills and determined that it was necessary to discount the items that had
7 not been previously billed for; such as text messages, reviews with the court reporter, and reviewing,
8 downloading, and saving documents because the Court is uncertain of the accuracy of the "super
9 bill."

10 Simon argues that he has no billing software in his office and that he has never billed a client
11 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,
12 in this case, were billed hourly because the Lange contract had a provision for attorney's fees;
13 however, as the Court previously found, when the Edgeworths paid the invoices it was not made
14 clear to them that the billings were only for the Lange contract and that they did not need to be paid.
15 Also, there was no indication on the invoices that the work was only for the Lange claims, and not
16 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without
17 emails or calls, understanding that those items may be billed separately; but again the evidence does
18 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.
19 This argument does not persuade the court of the accuracy of the "super bill".

20 The amount of attorney's fees and costs for the period beginning in June of 2016 to
21 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
22 which appears to indicate that it began with the initial meeting with the client, leading the court to
23 determine that this is the beginning of the relationship. This invoice also states it is for attorney's
24 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
25 amount has already been paid by the Edgeworths on December 16, 2016.²

26
27 ²There are no billing amounts from December 2 to December 4, 2016.
28

1 The amount of the attorney's fees and costs for the period beginning on December 5, 2016 to
2 April 4, 2017 is \$46,620.69. This amount is based upon the invoice from April 7, 2017. This
3 amount has already been paid by the Edgeworths on May 3, 2017.

4 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the
5 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for
6 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
7 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
8 been paid by the Edgeworths on August 16, 2017.³

9 The amount of attorney's fees for the period of July 31, 2017 to September 19, 2017, for the
10 services of Daniel Simon Esq. is \$119,762.50. The amount of attorney's fees for this period for
11 Ashley Ferrel Esq. is \$60,981.25. The amount of attorney's fees for this period for Benjamin Miller
12 Esq. is \$2,887.50. The amount of costs outstanding for this period is \$71,555.00. This amount
13 totals \$255,186.25 and is based upon the invoice from September 19, 2017. This amount has been
14 paid by the Edgeworths on September 25, 2017.

15 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
16 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
17 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
18 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
19 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
20 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
21 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
22 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
23 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

24 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.

25
26 ³ There are no billings from July 28 to July 30, 2017.

⁴ There are no billings for October 8th, October 28-29, and November 5th.

27 ⁵ There is no billing for the October 7-8, October 22, October 28-29, November 4, November 11-12, November 18-19,
November 21, and November 23-26.

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

1 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
2 by the Edgeworths, so the implied fee agreement applies to their work as well.

3 The Court finds that the total amount owed to the Law Office of Daniel Simon for the period
4 of September 19, 2018 to November 29, 2017 is \$284,982.50.

5
6 ***Costs Owed***

7 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding
8 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,
9 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-
10 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought
11 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later
12 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so
13 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

14
15 ***Quantum Meruit***

16 When a lawyer is discharged by the client, the lawyer is no longer compensated under the
17 discharged/breached/repudiated contract, but is paid based on quantum meruit. See e.g. Golightly v.
18 Gassner, 281 P.3d 1176 (Nev. 2009) (*unreported*) (*discharged contingency attorney paid by*
19 *quantum meruit rather than by contingency fee pursuant to agreement with client*); citing, Gordon v.
20 Stewart, 324 P.3d 234 (1958) (*attorney paid in quantum meruit after client breach of agreement*);
21 and, Cooke v. Gove, 114 P.2d 87 (Nev. 1941) (*fees awarded in quantum meruit when there was no*
22 *contingency agreement*). Here, Simon was constructively discharged by the Edgeworths on
23 November 29, 2017. The constructive discharge terminated the implied contract for fees. William
24 Kemp Esq. testified as an expert witness and stated that if there is no contract, then the proper award
25 is quantum meruit. The Court finds that the Law Office of Daniel Simon is owed attorney's fees
26 under quantum meruit from November 29, 2017, after the constructive discharge, to the conclusion
27 of the Law Office's work on this case.

1 In determining the amount of fees to be awarded under quantum meruit, the Court has wide
2 discretion on the method of calculation of attorney fee, to be “tempered only by reason and
3 fairness”. Albios v. Horizon Communities, Inc., 132 P.3d 1022 (Nev. 2006). The law only requires
4 that the court calculate a reasonable fee. Shuette v. Beazer Homes Holding Corp., 124 P.3d 530
5 (Nev. 2005). Whatever method of calculation is used by the Court, the amount of the attorney fee
6 must be reasonable under the Brunzell factors. Id. The Court should enter written findings of the
7 reasonableness of the fee under the Brunzell factors. Argentina Consolidated Mining Co., v. Jolley,
8 Urga, Wirth, Woodbury Standish, 216 P.3d 779, at fn2 (Nev. 2009). Brunzell provides that
9 “[w]hile hourly time schedules are helpful in establishing the value of counsel services, other factors
10 may be equally significant. Brunzell v. Golden Gate National Bank, 455 P.2d 31 (Nev. 1969).

11 The Brunzell factors are: (1) the qualities of the advocate; (2) the character of the work to be
12 done; (3) the work actually performed; and (4) the result obtained. Id. However, in this case the
13 Court notes that the majority of the work in this case was complete before the date of the
14 constructive discharge, and the Court is applying the Brunzell factors for the period commencing
15 after the constructive discharge.

16 In considering the Brunzell factors, the Court looks at all of the evidence presented in the
17 case, the testimony at the evidentiary hearing, and the litigation involved in the case.

18 1. Quality of the Advocate

19 Brunzell expands on the “qualities of the advocate” factor and mentions such items as
20 training, skill and education of the advocate. Mr. Simon has been an active Nevada trial attorney for
21 over two decades. He has several 7-figure trial verdicts and settlements to his credit. Craig
22 Drummond Esq. testified that he considers Mr. Simon a top 1% trial lawyer and he associates Mr.
23 Simon in on cases that are complex and of significant value. Michael Nunez Esq. testified that Mr.
24 Simon’s work on this case was extremely impressive. William Kemp Esq. testified that Mr. Simon’s
25 work product and results are exceptional.

26 2. The Character of the Work to be Done

27 The character of the work done in this case is complex. There were multiple parties,
28

1 multiple claims, and many interrelated issues. Affirmative claims by the Edgeworths covered the
2 gamut from product liability to negligence. The many issues involved manufacturing, engineering,
3 fraud, and a full understanding of how to work up and present the liability and damages. Mr. Kemp
4 testified that the quality and quantity of the work was exceptional for a products liability case against
5 a world-wide manufacturer that is experienced in litigating case. Mr. Kemp further testified that the
6 Law Office of Danny Simon retained multiple experts to secure the necessary opinions to prove the
7 case. The continued aggressive representation, of Mr. Simon, in prosecuting the case that was a
8 substantial factor in achieving the exceptional results.

9 3. The Work Actually Performed

10 Mr. Simon was aggressive in litigating this case. In addition to filing several motions,
11 numerous court appearances, and deposition; his office uncovered several other activations, that
12 caused possible other floods. While the Court finds that Mr. Edgeworth was extensively involved
13 and helpful in this aspect of the case, the Court disagrees that it was his work alone that led to the
14 other activations being uncovered and the result that was achieved in this case. Since Mr.
15 Edgeworth is not a lawyer, it is impossible that it was his work alone that led to the filing of motions
16 and the litigation that allowed this case to develop into a \$6 million settlement. All of the work by
17 the Law Office of Daniel Simon led to the ultimate result in this case.

18 4. The Result Obtained

19 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
20 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
21 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
22 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
23 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
24 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
25 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
26 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
27 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
28

1 were made more than whole with the settlement with the Viking entities.

2 In determining the amount of attorney's fees owed to the Law Firm of Daniel Simon, the
3 Court also considers the factors set forth in Nevada Rules of Professional Conduct – Rule 1.5(a)
4 which states:

5
6 (a) A lawyer shall not make an agreement for, charge, or collect an
7 unreasonable fee or an unreasonable amount for expenses. The factors to be
8 considered in determining the reasonableness of a fee include the following:

9 (1) The time and labor required, the novelty and difficulty of the
10 questions involved, and the skill requisite to perform the legal service
11 properly;

12 (2) The likelihood, if apparent to the client, that the acceptance of the
13 particular employment will preclude other employment by the lawyer;

14 (3) The fee customarily charged in the locality for similar legal
15 services;

16 (4) The amount involved and the results obtained;

17 (5) The time limitations imposed by the client or by the
18 circumstances;

19 (6) The nature and length of the professional relationship with the
20 client;

21 (7) The experience, reputation, and ability of the lawyer or lawyers
22 performing the services; and

23 (8) Whether the fee is fixed or contingent.

24 NRCP 1.5. However, the Court must also consider the remainder of Rule 1.5 which goes on to state:

25 (b) The scope of the representation and the basis or rate of the fee and
26 expenses for which the client will be responsible shall be communicated to the
27 client, preferably in writing, before or within a reasonable time after
28 commencing the representation, except when the lawyer will charge a
regularly represented client on the same basis or rate. Any changes in the
basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the
service is rendered, except in a matter in which a contingent fee is prohibited
by paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

(1) The method by which the fee is to be determined, including the
percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

(2) Whether litigation and other expenses are to be deducted from the
recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

- 1 (3) Whether the client is liable for expenses regardless of outcome;
2 (4) That, in the event of a loss, the client may be liable for the
3 opposing party's attorney fees, and will be liable for the opposing party's
4 costs as required by law; and
5 (5) That a suit brought solely to harass or to coerce a settlement may
6 result in liability for malicious prosecution or abuse of process.
7 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
8 with a written statement stating the outcome of the matter and, if there is a
9 recovery, showing the remittance to the client and the method of its
10 determination.

11 NRCP 1.5.

12 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
13 the Edgeworths, the character of the work was complex, the work actually performed was extremely
14 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
15 factors justify a reasonable fee under NRCP 1.5. However, the Court must also consider the fact
16 that the evidence suggests that the basis or rate of the fee and expenses for which the client will be
17 responsible were never communicated to the client, within a reasonable time after commencing the
18 representation. Further, this is not a contingent fee case, and the Court is not awarding a
19 contingency fee. Instead, the Court must determine the amount of a reasonable fee. The Court has
20 considered the services of the Law Office of Daniel Simon, under the Brunzell factors, and the Court
21 finds that the Law Office of Daniel Simon is entitled to a reasonable fee in the amount of \$200,000,
22 from November 30, 2017 to the conclusion of this case.

23 CONCLUSION

24 The Court finds that the Law Office of Daniel Simon properly filed and perfected the
25 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further
26 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the
27 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The
28 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.
Simon as their attorney, when they ceased following his advice and refused to communicate with

1 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied
2 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until
3 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,
4 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and
5 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November
6 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is
7 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being
8 constructively discharged, under quantum meruit, in an amount of \$200,000.

9
10 **ORDER**

11 It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien
12 of the Law Office of Daniel S. Simon is hereby granted and that the reasonable fee due to the Law
13 Office of Daniel Simon is \$484,982.50.

14 IT IS SO ORDERED this 19 day of November, 2018.


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17 _____
18 DISTRICT COURT JUDGE
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CERTIFICATE OF SERVICE

I hereby certify that on or about the date e-filed, this document was copied through e-mail, placed in the attorney's folder in the Regional Justice Center or mailed to the proper person as follows:

Electronically served on all parties as noted in the Court's Master Service List and/or mailed to any party in proper person.



Tess Driver
Judicial Executive Assistant
Department 10

EXHIBIT W

12/13/22 ORDER

1 JAMES R. CHRISTENSEN, ESQ.
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3 601 S. 6th Street
4 Las Vegas, NV 89101
5 (702) 272-0406
6 jim@jchristensenlaw.com
7 Attorney for Daniel S. Simon

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

10 EDGEWORTH FAMILY TRUST, and
11 AMERICAN GRATING, LLC
12 Plaintiffs,

13 vs.

14 LANGE PLUMBING, LLC; THE
15 VIKING CORPORATION, a Michigan
16 corporation; SUPPLY NETWORK,
17 INC., dba VIKING SUPPLY NET, a
18 Michigan Corporation; and DOES 1
19 through 5 and ROE entities 6 through
20 10;

21 Defendants.

22 EDGEWORTH FAMILY TRUST;
23 AMERICAN GRATING, LLC

24 Plaintiffs,

25 vs.

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

Defendants.

Case No.: A-16-738444-C
Dept. No.: 10

**ORDER DENYING EDGEWORTHS'
MOTION FOR ORDER TO SHOW
CAUSE ON OST**

Hearing date: 11.15.22
Hearing time: 9:00 a.m.

1 The Edgeworth's Motion for Order to Show Cause Why Daniel
2 Simon and the Law Firm of Daniel S. Simon Should Not Be Held in
3 Contempt came before the Court on the 15th day of November, 2022.
4
5 James R. Christensen appeared on behalf of Daniel Simon and the Law
6 Firm of Daniel S. Simon ("Simon"). Steve L. Morris and Rosa Solis-Rainey
7 appeared on behalf of the Edgeworth Family Trust and American Grating,
8 LLC ("Edgeworths"). The Court, having heard the arguments of counsel,
9 having reviewed the papers and pleadings on file herein, and being fully
10 apprised in the premises, hereby finds as follows:
11

12 The Court FINDS that Simon has provided the Edgeworths with a
13 CD of email, three external drives, multiple copies of documents, videos,
14 cell phone records, tangible evidence, and newly created file indexes.
15
16 While the Edgeworths argue that they are missing documents, there has
17 been no evidence presented to demonstrate the specific documents that
18 are missing from the file productions. As such, the court is unable to
19 determine the extent, if any, of missing documents. Without said specifics,
20 the Court cannot find that Daniel Simon is in contempt of this Court's
21 order. Any specific requests for production of missing items from the file
22 can be made directly to Simon's counsel.
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1 The Motion for Order to Show Cause Why Daniel Simon and the
2 Law Firm of Daniel S. Simon Should Not be Held in Contempt is DENIED.
3 Dated this 13th day of December, 2022

4 DATED this ____ day of December 2022.

5
6 
DISTRICT COURT JUDGE

7 Submitted by:

0F9 797 E176 E417
Tierra Jones
District Court Judge

9 /s/ James R. Christensen

10 JAMES CHRISTENSEN, ESQ.
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13 Las Vegas, NV 89101
14 (702) 272-0406
15 (702) 272-0415
jim@jchristensenlaw.com
Attorney for Daniel S. Simon

16 Approved as to form and content:

17 Agreed as to form but no consent given to sign electronically

18 STEVE MORRIS, ESQ.
19 Nevada Bar No. 1543
20 ROSA SOLIS-RAINEY, ESQ.
21 Nevada Bar No. 007921
22 Morris Law Group
23 801 S. Rancho Drive Suite B4
24 Las Vegas, NV 89106
25 (702) 474-9400
(702) 474-9422
Attorney for Plaintiffs

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-16-738444-C

8 vs.

DEPT. NO. Department 10

9 Lange Plumbing, L.L.C.,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 12/13/2022

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