

NOA
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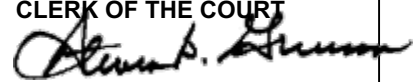
Attorneys for Defendant
Edgeworth Family Trust and
American Grating, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;	) Case No: A-16-738444-C
AMERICAN GRATING, LLC,	) Consolidated with No: A-
	) 18-767242-C
Plaintiffs,)
v.	) Dept. No: X
)
LANGE PLUMBING, LLC ET AL.,)
	) NOTICE OF APPEAL
Defendants.)
)

Please take notice that Plaintiffs Edgeworth Family Trust, American Grating, LLC hereby appeal to the Supreme Court of Nevada from the district court's Fifth Amended Decision and Order on motion to Adjudicate

Electronically Filed
5/24/2023 9:38 AM
Steven D. Grierson
CLERK OF THE COURT



Electronically Filed
Jun 05 2023 10:48 AM
Elizabeth A. Brown
Clerk of Supreme Court

Lien, filed on March 28, 2023, notice of entry filed April 24, 2023, and all rulings made appealable by said order.

MORRIS LAW GROUP

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

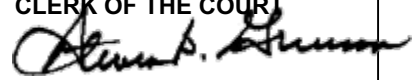
Attorneys for Defendants
Edgeworth Family Trust and
American Grating, LLC

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: **NOTICE OF APPEAL**

DATED this 24th day of May, 2023.

By: /s/ CATHY SIMICICH
An employee of Morris Law Group



ASTA
MORRIS LAW GROUP
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Attorneys for Defendant
Edgeworth Family Trust and
American Grating, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;	) Case No: A-16-738444-C
AMERICAN GRATING, LLC,	) Consolidated with No: A-
	) 18-767242-C
Plaintiffs,)
v.	) Dept. No: X
)
LANGE PLUMBING, LLC ET AL.,)
	) CASE APPEAL STATEMENT
Defendants.)
_____)	

Please take notice that Plaintiffs Edgeworth Family Trust, American Grating, LLC hereby submit the following Case Appeal Statement pursuant to NRAP 3(f).

1. Name of appellant(s) filing this case appeal statement:
Edgeworth Family Trust and American Grating, LLC
2. Presiding Judge:
The Hon. Tierra Jones, Clark County District Court Judge,
Department X.

3. Identify each appellant and the name and address of counsel for each appellant:
- Appellants Edgeworth Family Trust and American Grating, LLC are both represented by
- MORRIS LAW GROUP
Steve Morris
Rosa Solis-Rainey
801 S. Rancho Dr., Ste B4,
Las Vegas, NV 89106
4. Identify each respondent and the name and address of appellate counsel:
- The undersigned believes that Respondents Daniel S. Simon and the Law Office of Daniel S. Simon, A Professional Corporation (collectively "Simon"), will be represented by
- James R. Christensen
601 S. Third Street
Las Vegas, NV 89101
5. Whether any attorney identified in response to subparagraph 3 or 4 is not licensed to practice law in Nevada.
- None, all are licensed in Nevada.
6. Whether appellants were represented by appointed or retained counsel in the district court:
- Retained.
7. Whether any appellant was granted leave to proceed *in forma pauperis*:
- Not applicable.
8. Indicate the date the proceedings commenced in the district court:

The Complaint in the underlying property damage/products defect dispute was filed on June 4, 2016; the lien was filed on November 30, 2017 and amended on January 2, 2018.

9. **Provide a brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:**

The underlying action filed in 2016 involved a property damage claim due to a defective product. This appeal, like the proceedings referenced in #10 below, arise from the attorney lien adjudication proceedings, presided over by District Judge Tierra Jones in 2018 that followed settlement of the underlying action in 2017. In her most recent order that gives rise to this appeal, the district court has again failed to follow identical prior mandates of this Court directing her to (1) explain the basis of the \$200,000 quantum meruit attorney-fee award and (2) the reasonableness of that award under *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 455 P.2d 31 (1969), with respect to Respondent Simon's *post-discharge services*. On this second remand, the district court again entered an order awarding the same \$200,000 in quantum meruit, justifying it by a slightly massaged version of the same analysis offered and rejected twice previously by the Court – *pre-discharge* work for which Simon had been compensated.

10. **Whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court or Court of**

Appeals and, if so, the caption and docket number of the prior proceeding:

This case has been the subject of three appeals and four writ proceedings:

- a. Case No. 77678. Appellants: Edgeworth Family Trust and American Grating, LLC; Respondents: Daniel S. Simon; and the Law Office of Daniel S. Simon, a Professional Corporation.
- b. Case No. 78176 (consolidated with 77878). Appellants: Edgeworth Family Trust and American Grating, LLC; Respondents: Daniel S. Simon; and the Law Office of Daniel S. Simon, a Professional Corporation.
- c. Case No. 79821. Petition for Writ of Mandamus. Petitioner: Law Office of Daniel Simon; Respondent: Eighth Judicial district Court, the Hon. Tierra Jones; Real Parties in Interest: Edgeworth Family Trust and American Grating, LLC.
- d. Case No. 83258/83260. Appellants Edgeworth Family Trust and American Grating, LLC; Respondents: Daniel S. Simon; and the Law Office of Daniel S. Simon, a Professional Corporation
- e. Case No. 84159. Petition for Writ of Mandamus. Petitioner: Edgeworth Family Trust and American Grating, LLC; Respondent: Eighth Judicial district Court, the Hon. Tierra Jones; Real Parties in Interest: Law Office of Daniel Simon.
- f. Case No. 84367. Petition for Writ of Mandamus. Petitioner: Law Office of Daniel Simon; Eighth Judicial district Court, the Hon. Tierra Jones; Real Parties in Interest: Edgeworth Family Trust and American Grating, LLC.

g. Case No. 86467. Petition for Writ of Mandamus. Petitioner: Edgeworth Family Trust and American Grating, LLC filed on 04/27/23; Respondent: Eighth Judicial district Court, the Hon. Tierra Jones; Real Parties in Interest: Law Office of Daniel Simon. *This proceeding remains pending.*

11. Whether this appeal involves child custody or visitation:

No.

12. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

Not Likely.

MORRIS LAW GROUP

By: /s/ STEVE MORRIS

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

Attorneys for Defendants
Edgeworth Family Trust and
American Grating, LLC

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: **EDGEWORTH FAMILY TRUST AND AMERICAN GRATING LLC'S CASE APPEAL STATEMENT**

DATED this 24th day of May, 2023.

By: /s/ CATHY SIMICICH
An employee of Morris Law Group

CASE SUMMARY**CASE NO. A-16-738444-C**

Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

§
§
§
§
§
§
§
§

Location: **Department 10**
 Judicial Officer: **Jones, Tierra**
 Filed on: **06/14/2016**
 Case Number History:
 Cross-Reference Case Number: **A738444**
 Supreme Court No.: **77678**
78176
83258

CASE INFORMATION**Related Cases**

A-18-767242-C (Consolidated)

Case Type: **Product Liability****Statistical Closures**Case Status: **03/28/2023 Closed**

03/28/2023 Other Manner of Disposition
 12/13/2022 Other Manner of Disposition
 12/13/2022 Other Manner of Disposition
 09/27/2022 Other Manner of Disposition
 06/17/2021 Other Manner of Disposition
 04/28/2021 Other Manner of Disposition
 03/16/2021 Other Manner of Disposition
 03/16/2021 Other Manner of Disposition
 11/19/2018 Summary Judgment

DATE**CASE ASSIGNMENT****Current Case Assignment**

Case Number A-16-738444-C
 Court Department 10
 Date Assigned 02/10/2021
 Judicial Officer Jones, Tierra

PARTY INFORMATION*Lead Attorneys***Plaintiff****American Grating LLC**

Removed: 02/20/2018
 Dismissed

American Grating LLC

Removed: 03/15/2018
 Data Entry Error

Edgeworth Family Trust

Simon, Daniel S., ESQ
Retained
 7023641650(W)

Defendant**Lange Plumbing, L.L.C.**

Parker, Theodore
Retained
 7028388600(W)

Law Office of Daniel S Simon

Removed: 03/15/2018
 Data Entry Error

Law Office of Daniel Simon, PC

Removed: 02/20/2018
 Dismissed

Simon, Daniel S

Removed: 03/15/2018

CASE SUMMARY**CASE NO. A-16-738444-C**

Data Entry Error

Supply Network Inc

Removed: 01/02/2018

Dismissed

Viking Automatic Sprinkler Co

Removed: 08/24/2016

Inactive

Viking Corporation

Removed: 01/02/2018

Dismissed

Viking Group Inc

Removed: 01/02/2018

Dismissed

Counter Claimant**Giberti Construction Llc**

Removed: 02/20/2018

Dismissed

Supply Network Inc

Removed: 02/20/2018

Dismissed

Viking Corporation

Removed: 02/20/2018

Dismissed

Counter Defendant**Lange Plumbing, L.L.C.**

Removed: 02/20/2018

Dismissed

Parker, Theodore*Retained*

7028388600(W)

Supply Network Inc

Removed: 02/20/2018

Dismissed

Viking Corporation

Removed: 02/20/2018

Dismissed

Cross Claimant**Lange Plumbing, L.L.C.**

Removed: 02/20/2018

Dismissed

Parker, Theodore*Retained*

7028388600(W)

Cross Defendant**Supply Network Inc**

Removed: 02/20/2018

Dismissed

Viking Corporation

Removed: 02/13/2018

Dismissed

Third Party Defendant**Giberti Construction Llc**

Removed: 12/08/2017

Dismissed

Third Party Plaintiff**Supply Network Inc**

Removed: 12/01/2017

Dismissed

Viking Corporation

Removed: 12/01/2017

Dismissed

DATE

EVENTS & ORDERS OF THE COURT

INDEX














06/14/2016

EVENTS

Complaint

CASE SUMMARY

CASE NO. A-16-738444-C

	<p>Filed By: Plaintiff Edgeworth Family Trust <i>[1] Complaint</i></p>
07/01/2016	<p> Declaration Filed By: Plaintiff Edgeworth Family Trust <i>[3] Declaration of Service</i></p>
07/01/2016	<p> Affidavit of Service Filed By: Plaintiff Edgeworth Family Trust <i>[2] Affidavit of Service</i></p>
07/15/2016	<p> Answer to Complaint Filed by: Defendant Lange Plumbing, L.L.C. <i>[4] Defendant Lange Plumbing, LLC's Answer to Plaintiff's Complaint</i></p>
07/15/2016	<p> Initial Appearance Fee Disclosure Filed By: Defendant Lange Plumbing, L.L.C. <i>[5] Initial Appearance Fee Disclosure</i></p>
07/15/2016	<p> Demand for Jury Trial Filed By: Defendant Lange Plumbing, L.L.C. <i>[6] Demand for Jury Trial</i></p>
08/22/2016	<p> Stipulation and Order Filed by: Plaintiff Edgeworth Family Trust <i>[7] Stipulation and Order to Amend Complaint</i></p>
08/23/2016	<p> Notice of Entry of Stipulation and Order Filed By: Plaintiff Edgeworth Family Trust <i>[8] Notice of Entry of Stipulation and Order to Amend Complaint</i></p>
08/24/2016	<p> Amended Complaint Filed By: Plaintiff Edgeworth Family Trust <i>[9] Amended Complaint</i></p>
09/02/2016	<p> Acceptance of Service Filed By: Plaintiff Edgeworth Family Trust <i>[10] Acceptance of Service</i></p>
09/06/2016	<p> Acceptance of Service Filed By: Plaintiff Edgeworth Family Trust <i>[11] Acceptance of Service</i></p>
09/07/2016	<p> Commissioners Decision on Request for Exemption - Granted <i>[12] Commissioner's Decision on Request for Exemption - Granted</i></p>
09/21/2016	<p> Answer to Complaint Filed by: Defendant Lange Plumbing, L.L.C. <i>[13] Defendant Lange Plumbing, LLC's Answer to Plaintiff's Amended Complaint and Cross Claim</i></p>
09/29/2016	<p> Answer to Amended Complaint Filed By: Counter Defendant Viking Corporation <i>[14] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's</i></p>

CASE SUMMARY

CASE NO. A-16-738444-C

Answer to Amended Complaint

09/30/2016



Initial Appearance Fee Disclosure

Filed By: Counter Defendant Viking Corporation

[15] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Initial Appearance Fee Disclosure

11/10/2016



Answer and Counterclaim

Filed By: Defendant Viking Automatic Sprinkler Co

[16] Cross-Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's (1) Answer to Cross-Claim by Lange Plumbing, L.L.C. and (2) Counterclaim against Lange Plumbing, L.L.C.

11/30/2016



Answer to Counterclaim

Filed By: Defendant Lange Plumbing, L.L.C.

[17] Defendant/Cross-Claimant Lange Plumbing LLC's Answer to Cross-Defendants the Viking Corporation's and Supply Network, Inc's Counterclaim

12/20/2016



Substitution of Attorney

Filed by: Counter Defendant Viking Corporation

[18] Defendants The Viking Corporation and Supply Network, Inc.'s Substitution of Counsel

01/04/2017



Joint Case Conference Report

Filed By: Plaintiff Edgeworth Family Trust

[19] Joint Case Conference Report

01/09/2017



Demand for Prior Discovery

Filed By: Counter Defendant Viking Corporation

[20] Defendants The Viking Corporation & Supply Network, Inc.'s Demand for Prior Pleadings and Discovery

01/13/2017



Motion for Summary Judgment

Filed By: Plaintiff Edgeworth Family Trust

[21] Plaintiffs Motion for Summary Judgment

01/18/2017



Opposition to Motion For Summary Judgment

Filed By: Counter Defendant Viking Corporation

[22] Defendants The Viking Corporation & Supply Network, Inc.'s Opposition to Plaintiff's Motion for Summary Judgment

01/30/2017



Subpoena Duces Tecum

Filed by: Counter Defendant Viking Corporation

[25] Subpoena Duces Tecum For American Grating, LLC

01/30/2017



Objection

Filed By: Plaintiff Edgeworth Family Trust

[24] Plaintiff's NRCP 45 Objections to Defendant The Viking Corporation's Subpoena Duces Tecum Directed to the Custodian of Records for American Grating, LLC

01/30/2017



Objection

Filed By: Plaintiff Edgeworth Family Trust

[23] Plaintiff's NRCP 45 Objections to Defendant The Viking Corporation's Deposition Subpoena Duces Tecum Directed to the Custodian of Records for Giberti Construction, LLC

02/01/2017



Subpoena Duces Tecum

CASE SUMMARY

CASE NO. A-16-738444-C

Filed by: Counter Defendant Viking Corporation
[26] Subpoena Duces Tecum for Giberti Construction, LLC

02/02/2017



Opposition

Filed By: Defendant Lange Plumbing, L.L.C.
[27] Defendant Lange Plumbing's Opposition to Plaintiff's Motion for Summary Judgment

02/13/2017



Order Shortening Time

Filed By: Plaintiff Edgeworth Family Trust
[28] Plaintiffs Motion to Amend the Complaint on Order Shortening Time

02/21/2017



Scheduling Order

[29] Scheduling Order

02/21/2017



Opposition

Filed By: Defendant Lange Plumbing, L.L.C.
[30] Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiff's Motion to Amend Complaint on Order Shortening Time

02/27/2017



Reply to Opposition

Filed by: Plaintiff Edgeworth Family Trust
[31] Reply to Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiffs' Motion to Amend the Complaint on Order Shortening Time

02/28/2017



Reply to Opposition

Filed by: Plaintiff Edgeworth Family Trust
[32] Reply to All Defendants Opposition to Plaintiffs Motion for Summary Judgment

03/01/2017



Order Setting Civil Jury Trial

[33] Order Setting Civil Jury Trial

03/07/2017



Motion for Summary Judgment

Filed By: Plaintiff Edgeworth Family Trust
[37] Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only

03/07/2017



Initial Appearance Fee Disclosure

Filed By: Plaintiff American Grating LLC
[35] Initial Appearance Fee Disclosure

03/07/2017



Affidavit of Service

Filed By: Plaintiff Edgeworth Family Trust
[36] Affidavit of Service

03/07/2017



Second Amended Complaint

Filed By: Plaintiff Edgeworth Family Trust
[34] Second Amended Complaint

03/10/2017



Subpoena Duces Tecum

Filed by: Plaintiff Edgeworth Family Trust
[38] Subpoena - Civil

03/16/2017



Order Denying Motion

Filed By: Plaintiff Edgeworth Family Trust
[39] Order Denying Plaintiffs Motion for Summary Judgment

CASE SUMMARY

CASE NO. A-16-738444-C

03/20/2017	 Notice of Entry of Order Filed By: Plaintiff Edgeworth Family Trust <i>[40] Notice of Entry of Order Denying Plaintiffs Motion for Summary Judgment</i>
03/21/2017	 Order Filed By: Plaintiff Edgeworth Family Trust <i>[41] Order Granting Plaintiffs Motion to Amend the Complaint</i>
03/22/2017	 Notice of Entry of Order Filed By: Plaintiff Edgeworth Family Trust <i>[42] Notice of Entry of Order Granting Plaintiffs' Motion to Amend the Complaint</i>
03/29/2017	 Stipulation and Order Filed by: Plaintiff Edgeworth Family Trust <i>[43] Stipulation and Order to Continue Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC, Only</i>
03/30/2017	 Notice of Entry Filed By: Plaintiff Edgeworth Family Trust <i>[44] Notice of Entry of Stipulation and Order to Continue Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC, Only</i>
04/04/2017	 Answer to Amended Complaint Filed By: Counter Defendant Viking Corporation <i>[45] Defendants The Viking Corporation & Supply Network, Inc.'s Answer to Plaintiffs' Second Amended Complaint & Third Party Complaint Against Giberti Construction LLC</i>
04/05/2017	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Viking Corporation <i>[46] Defendants/Third-Party Plaintiffs The Viking Corporation & Supply Network, Inc.'s Initial Appearance Fee Disclosure [Third-Party Complaint]</i>
04/07/2017	 Opposition Filed By: Defendant Lange Plumbing, L.L.C. <i>[47] Defendant Lange Plumbing, LLC's Opposition to Plaintiff's Motion for Summary Judgment</i>
04/12/2017	 Answer to Amended Complaint Filed By: Defendant Lange Plumbing, L.L.C. <i>[48] Defendant Lange Plumbing's Answer to Plaintiff's Second Amended Complaint and Cross Claim</i>
04/14/2017	 Joinder to Motion For Summary Judgment Filed By: Counter Defendant Viking Corporation <i>[49] The Viking Corporation & Supply Network, Inc.'s Joinder with Additional Points & Authorities to Lange's Opposition to Plaintiff's Second Motion for Summary Judgment</i>
04/18/2017	 Reply to Motion Filed By: Plaintiff Edgeworth Family Trust <i>[50] Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing Only</i>
05/01/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[51] Plaintiffs' Motion for An Order to Show cause and Compel James Kreason to Appear for</i>

CASE SUMMARY














CASE NO. A-16-738444-C

Deposition

05/04/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[52] Subpoena Duces Tecum</i>
05/04/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[53] Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions</i>
05/05/2017	 Motion Filed By: Defendant Lange Plumbing, L.L.C. <i>[54] Defendant Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on an Order Shortening Time</i>
05/08/2017	 Receipt of Copy Filed by: Defendant Lange Plumbing, L.L.C. <i>[55] Receipt of Copy for Lange Plumbing's Motion to Compel</i>
05/08/2017	 Summons Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[56] Summons with Affidavit of Service- Giberti</i>
05/15/2017	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[57] Plaintiffs' Opposition to Defendant Lange Plumbing, LLC's Motion to Compel Plaintiffs to Release Sprinkler Heads for Testing by Lange Plumbing, LLC on Order Shortening Time</i>
05/17/2017	 Opposition Filed By: Defendant Lange Plumbing, L.L.C. <i>[58] Lange Plumbing's Limited Opposition to Plaintiffs' Motion for an Order to Show Cause & Compel James Kreason to Appear for Deposition</i>
05/22/2017	Administrative Reassignment - Judicial Officer Change <i>From Judge Jessie Walsh to Judge Tierra Jones</i>
05/24/2017	 Answer & Counterclaim (Criminal) Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[59] Defendants The Viking Corporation & Supply Network, Inc.'s Answer to Lange Plumbing, LLC's Amended Cross-Claim and Amended Counter Claim</i>
05/31/2017	 Affidavit of Service Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[60] Proof of Service</i>
06/01/2017	 Opposition Filed By: Defendant Lange Plumbing, L.L.C. <i>[61] Defendant Lange Plumbing, LLC's Opposition to Plaintiff's Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(B)(6) Designee and for Sanctions and Countermotion for Sanctions</i>
06/01/2017	 Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[62] Reply to Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiffs' Motion for An Order to Show Cause and Compel James Kreason to Appear for Deposition</i>

CASE SUMMARY

CASE NO. A-16-738444-C

06/02/2017	 Deposition Subpoena Filed By: Plaintiff Edgeworth Family Trust <i>[63] Subpoena</i>
06/05/2017	 Reply to Opposition <i>[64] Reply to Defendant Lange's Opposition to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(B)(6) Designee and for Sanctions</i>
06/06/2017	 Notice of Hearing Filed By: Plaintiff Edgeworth Family Trust <i>[65] Notice of Hearing</i>
06/06/2017	 Certificate of Mailing Filed By: Plaintiff Edgeworth Family Trust <i>[66] Certificate of mailing</i>
06/12/2017	 Answer to Third Party Complaint Filed By: Counter Claimant Giberti Construction Llc <i>[67] Third-Party Defendant Giberti Construction LLC's Answer to Defendant/Third-Party Plaintiffs' Third Party Complaint; Counterclaim Against Viking Corporation and Supply Network, Inc. dba Viking Supplynet; and Cross-Complaint Against Lange Plumbing, LLC</i>
06/12/2017	 Initial Appearance Fee Disclosure <i>[68] Defendant Giberti Construction LLC's Initial Appearance Fee Disclosure</i>
06/12/2017	 Demand for Jury Trial Filed By: Counter Claimant Giberti Construction Llc <i>[69] Third Party Defendant Giberti Construction LLC's Demand for Jury Trial</i>
06/14/2017	 Demand for Prior Discovery Filed By: Counter Claimant Giberti Construction Llc <i>[70] THIRD PARTY DEFENDANT GIBERTI CONSTRUCTION, LLC S REQUEST FOR PRIOR PLEADINGS, DISCOVERY, RECORDS AND DEPOSITION TRANSCRIPTS</i>
06/16/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[71] Subpoena Duces Tecum</i>
06/20/2017	 Response Filed by: Plaintiff Edgeworth Family Trust <i>[72] Plaintiffs Response to Third Party Defendant Giberti Construction LLC's Request for Prior PLeadings, Discovery, Records and Deposition Transcripts</i>
06/26/2017	 Motion to Extend Discovery Filed By: Counter Claimant Giberti Construction Llc <i>[73] Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time</i>
06/27/2017	 Joinder Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[74] The Viking Corporation & Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines</i>
06/29/2017	 Stipulated Protective Order

CASE SUMMARY

CASE NO. A-16-738444-C

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc
[75] Stipulated Protective Order

06/29/2017



Discovery Commissioners Report and Recommendations

Filed By: Defendant Lange Plumbing, L.L.C.

[76] Discovery Commissioner's Report and Recommendations

06/29/2017



Notice of Change of Address

Filed By: Counter Claimant Giberti Construction Llc

[77] Notice of Change of Address

07/05/2017



Response

[78] Defendant/Cross claimant Lange Plumbing, LLC's Response to Third Party Defendant Giberti Construction, LLC's Demand for All Prior Pleadings and Discovery

07/11/2017



Answer to Crossclaim

[79] Defendant/Cross Claimant/Cross Defendant Lange Plumbing, LLC's Answer to Giberti Construction, LLC's Cross Claim

07/11/2017



Answer to Crossclaim

[80] Defendant/Cross Claimant/Cross Defendant Lange Plumbing, LLC's Answer to The Viking Corporation's & Supply Network's Amended Cross Claim

07/11/2017



Supplement

Filed by: Plaintiff Edgeworth Family Trust

[81] Supplement to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions

07/11/2017



Opposition

Filed By: Plaintiff Edgeworth Family Trust

[82] Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time

07/13/2017



Answer to Counterclaim

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc
[83] Defendants The Viking Corporation & Supply Network, Inc.'s Answer to Giberti Construction, LLC's Counter Claim

07/14/2017



Supplement

Filed by: Plaintiff Edgeworth Family Trust

[84] Second Supplement to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions

07/14/2017



Motion to Extend Discovery

Filed By: Counter Claimant Giberti Construction Llc

[85] Giberti Construction, LLC's Mtn to Extend Discovery Deadlines on OST

07/17/2017



Opposition

Filed By: Plaintiff Edgeworth Family Trust

[86] Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time

07/19/2017
















Application for Issuance of Commission to Take Deposition

Party: Plaintiff Edgeworth Family Trust

[87] Application For Issuance of Commission to Take Out of State Deposition



CASE SUMMARY

CASE NO. A-16-738444-C

07/19/2017	 Commission Issued Filed by: Plaintiff Edgeworth Family Trust <i>[88] Commission to Take Out of State Deposition</i>
07/19/2017	 Objection Filed By: Plaintiff Edgeworth Family Trust <i>[89] Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective Order</i>
07/21/2017	 Joinder To Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[90] The Viking Corporation & Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines</i>
07/26/2017	 Supplemental Joint Case Conference Report Party: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[91] Supplemental Joint Case Conference Report</i>
07/26/2017	 Discovery Commissioners Report and Recommendations Filed By: Plaintiff Edgeworth Family Trust <i>[92] Discovery Commissioners Report and Recommendations</i>
07/27/2017	 Joinder <i>[93] Defendant Lange Plumbing, LLC's Joinder to Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective Order</i>
07/27/2017	 Motion for Protective Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[94] The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for Order Shortening Time</i>
08/04/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[95] Subpoena Duces Tecum</i>
08/07/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[96] Subpoena Duces Tecum</i>
08/07/2017	 Motion for Protective Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[97] Defendants The Viking Corporation and Supply Network, Inc.'s Motion for Protective Order No. 2 & Request for Order Shortening Time</i>
08/14/2017	 Transcript of Proceedings <i>[98] Transcript of Proceedings All Pending Motions Tuesday, April 25, 2017</i>
08/14/2017	 Transcript of Proceedings <i>[99] Transcript of Proceedings All Pending Motions Tuesday, March 7, 2017</i>
08/14/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[100] Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.</i>

CASE SUMMARY

CASE NO. A-16-738444-C

08/14/2017	 Designation of Expert Witness Filed By: Plaintiff Edgeworth Family Trust <i>[101] Plaintiffs Edgeworth Family Trust and American Grating, LLC's Initial Designation of Expert Witnesses and Reports</i>
08/15/2017	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[102] Plaintiffs' Opposition to Defendant the Viking Corporation & Supp Network, Inc.'s Motions for Protective Orders & Requests for Order Shortening Time</i>
08/16/2017	 Proof of Service Filed by: Defendant Lange Plumbing, L.L.C. <i>[103] Proof of Service</i>
08/17/2017	 Order Shortening Time Filed By: Plaintiff Edgeworth Family Trust <i>[104] Plaintiffs Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on Order Shortening Time</i>
08/17/2017	 Reply Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[105] Defendants The Viking Corporation & Supply Network, Inc.'s Reply Re: Motions for Protective Order [NOS. 1 & 2]</i>
08/18/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[106] Receipt of Copy</i>
08/18/2017	 Opposition Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[107] Defendants The Viking Corporation & Supply Network, Inc.'s Opposition to Plaintiffs' Motion to Compel</i>
08/18/2017	 Notice of Association of Counsel <i>[108] Notice of Association of Counsel</i>
08/18/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[109] Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum</i>
08/21/2017	 Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[110] Reply to Viking's Opposition to Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on Order Shortening Time</i>
08/29/2017	 Order Granting Motion Filed By: Counter Claimant Giberti Construction Llc <i>[111] Order Granting Giberti Construction, LLC's Motion to Extend Discovery Deadlines (1st Request)</i>
08/30/2017	 Notice of Entry of Order <i>[112] Notice of Entry of Order Granting Giberti Construction LLC's Motion to Extend Discovery Deadlines</i>















CASE SUMMARY

CASE NO. A-16-738444-C

08/31/2017	 Opposition Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[113] Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplinet's Opposition to Plaintiffs' Motion to Amend Complaint to Add Viking Group, Inc.</i>
09/01/2017	 Motion to Associate Counsel Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[114] Motion to Associate Counsel</i>
09/01/2017	 Motion to Associate Counsel Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[115] Motion to Associate Counsel (Kenton L. Robinson)</i>
09/01/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[116] Application For Issuance of Commission to Take Out of State Deposition</i>
09/01/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[117] Commission to Take Deposition Outside the State of Nevada</i>
09/05/2017	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[118] Plaintiffs' Limited Opposition to Viking's Motions to Associate Counsel on an Order Shortening Time</i>
09/05/2017	 Opposition and Countermotion Filed By: Other Rimkus Consulting Group, Inc. <i>[119] NonParty Rimkus Constuling Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order</i>
09/11/2017	 Motion to Compel Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[120] Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or in the Alternative Motion to Strike Portions of Expert Testimony & Order Shortening Time</i>
09/12/2017	 Reply Filed by: Plaintiff Edgeworth Family Trust <i>[121] Reply to Defendants the Viking Corporation and Supply Network, Inc. dba Viking SupplyNet's Opposition to Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.</i>
09/12/2017	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[122] Plaintiffs' Opposition to Defendants the Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or In the Alternative Motion to Strike Portions of Expert Testimony on Order Shortening Time</i>
09/12/2017	 Supplement to Opposition Filed By: Other Rimkus Consulting Group, Inc. <i>[123] Nonparty Rimkus Consulting Group, Inc.'s Supplement to its Opposition to Plaintiffs' Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order</i>












CASE SUMMARY

CASE NO. A-16-738444-C

09/13/2017	 Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[124] Order Admitting to Practice (John W. McConnell, III)</i>
09/13/2017	 Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[125] Order Admitting to Practice (Kenton L. Robinson)</i>
09/13/2017	 Order Setting Civil Jury Trial <i>[126] Amended Order Setting Civil Jury Trial</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[127] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[128] Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[129] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[130] Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[131] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[132] Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[133] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[134] Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[135] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[136] Commission to Take Out of State Deposition</i>
09/14/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[137] Subpoena Duces Tecum</i>













CASE SUMMARY

CASE NO. A-16-738444-C

09/14/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[138] Subpoena Duces Tecum</i>
09/14/2017	 Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[139] Reply to Non-Party Rimkus Consulting Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum and Opposition to Counter Motion to Quash and Motion for Protective Order</i>
09/18/2017	 Designation of Expert Witness Filed By: Plaintiff Edgeworth Family Trust <i>[140] Plaintiff Edgeworth Family Trust and American Grating, LLC's Rebuttal Designation of Expert Witnesses and Reports</i>
09/20/2017	 Notice of Entry of Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[141] Notice of Entry of Order (JWM)</i>
09/20/2017	 Notice of Entry of Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[142] Notice of Entry of Order (KLR)</i>
09/20/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[143] Plaintiffs Motion to Compel Testimony and Evidence of Defendants, the Viking Corporation & Supply Network, Inc. Dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on Order Shortening Time</i>
09/21/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[144] Receipt of Copy</i>
09/21/2017	 Motion for Summary Judgment Filed By: Plaintiff Edgeworth Family Trust <i>[145] Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC. Only</i>
09/21/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[146] Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert Jay Rosenthal on Order Shortening Time</i>
09/22/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[147] Receipt of Copy</i>
09/26/2017	 Joinder Filed By: Counter Claimant Giberti Construction Llc <i>[148] Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Compel Testimony and Evidence of Defendants, The Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an expert on Order Shortening Time</i>
09/27/2017	

CASE SUMMARY

CASE NO. A-16-738444-C

	 Discovery Commissioners Report and Recommendations Filed By: Plaintiff Edgeworth Family Trust <i>[149] Discovery Commissioners Report and Recomendations</i>
09/28/2017	 Joinder Filed By: Counter Claimant Giberti Construction Llc <i>[150] Third Party Defendant Giberti Corporation LLC's Joinder to Exclude Defendants, The Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time</i>
09/29/2017	 Order Shortening Time Filed By: Plaintiff Edgeworth Family Trust <i>[151] Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on an Order Shortening Time</i>
09/29/2017	 Order Shortening Time Filed By: Plaintiff Edgeworth Family Trust <i>[152] Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time</i>
10/02/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[153] Receipt of Copy</i>
10/02/2017	 Joinder <i>[154] Third Party Defendant Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on an Order Shortening Time</i>
10/02/2017	 Opposition to Motion in Limine Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[155] The Viking Corporation & Supply Network, Inc. S Oppositon to Plaintiffs' Motion in Limine to Exclude Expert, Jay Roenthal</i>
10/03/2017	 Opposition to Motion to Compel Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[156] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Testimony and Evidence of Expert Robert Carnahan or Alternatively Strike Expert</i>
10/04/2017	 Motion to Reconsider Filed By: Plaintiff Edgeworth Family Trust <i>[157] Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel</i>
10/05/2017	 Recorders Transcript of Hearing <i>[158] Recorders Transcript of Hearing - All Pending Motions - heard on August 23, 2017</i>
10/06/2017	 Joinder Filed By: Counter Claimant Giberti Construction Llc <i>[159] Third Party Defendant Gliberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST</i>
10/11/2017	 Opposition <i>[160] Defendant Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Motion to Bifurcate Trial and Countermotion to Strike</i>

CASE SUMMARY

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10/11/2017	 Exhibits <i>[161] Exhibits to Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Bifurcate Trial</i>
10/11/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation <i>[162] Defendant The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time</i>
10/11/2017	 Declaration Filed By: Counter Defendant Viking Corporation <i>[163] Declaration of Janet C. Pancoast in Support of Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time</i>
10/11/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[164] Application for Issuance of Commission to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc</i>
10/11/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[165] Commission to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc.</i>
10/12/2017	 Recorders Transcript of Hearing <i>[166] Recorders Transcript of Hearing - All Pending Motions - heard on October 4, 2017</i>
10/12/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[167] Application for Issuance of Commission to Take Out of State Deposition of Person Most Knowledgeable for Viking Group, Inc.</i>
10/12/2017	 Application for Issuance of Commission to Take Deposition <i>[168] Application for Issuance of Commission to Take Out of State Deposition of Harold Rodgers</i>
10/12/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[169] Commission to Take Out of State Deposition of Person Most Knowledgeable for Viking Group Inc.</i>
10/12/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[170] Commission to Take Out of State Deposition for Harold Rodgers</i>
10/12/2017	 Motion <i>[172] Non-Party Zurich American Insurance Company s Motion For A Protective Order, Or In The Alternative To Quash Subpoenas</i>
10/13/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[171] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Supplement to Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time</i>

CASE SUMMARY

CASE NO. A-16-738444-C

10/16/2017	 Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[173] Reply to Viking's Opposition to Plaintiffs Motion to Strike the Viking Defendants' Answer on Order Shortening Time</i>
10/17/2017	 Supplement Filed by: Plaintiff Edgeworth Family Trust <i>[174] Supplement to Reply to Viking's Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time</i>
10/19/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[175] Subpoena Duces Tecum</i>
10/19/2017	 Affidavit of Service Filed By: Plaintiff Edgeworth Family Trust <i>[176] Affidavit of Service</i>
10/19/2017	 Certificate of Electronic Service Filed By: Plaintiff Edgeworth Family Trust <i>[177] Certificate of E-Service</i>
10/19/2017	 Discovery Commissioners Report and Recommendations Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[178] Discovery Commissioner's Report & Recommendation- Hearing 8.23.17</i>
10/19/2017	 Motion for Determination of Good Faith Settlement Filed By: Counter Claimant Giberti Construction Llc <i>[179] Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement</i>
10/20/2017	 Reporters Transcript <i>[180] Transcripts of Proceedings Tuesday, October 3, 2017</i>
10/20/2017	 Motion in Limine Filed By: Plaintiff Edgeworth Family Trust <i>[181] Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time</i>
10/20/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[182] Receipt of Copy</i>
10/23/2017	 Notice of Association of Counsel Filed By: Defendant Lange Plumbing, L.L.C. <i>[183] Notice of Association of Counsel</i>
10/23/2017	 Supplemental Filed by: Plaintiff Edgeworth Family Trust <i>[184] Second Supplement to Reply to Viking's Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time</i>
10/23/2017	 Reply to Motion Filed By: Plaintiff Edgeworth Family Trust <i>[185] Plaintiffs' Reply to Motion for Summary Judgement Against Lange Plumbing, LLC, Only</i>

CASE SUMMARY

CASE NO. A-16-738444-C

and Reply to Opposition to Motion to Bifurcate Trial and Opposition to Strike Matters from the Record

10/23/2017



Non Opposition

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [186] Defendants The Viking Corporation & Supply Network, Inc.'s Notice of Non-Opposition to Third-Party Defendant Giberti Construction, LLC's Motion for Determination for Good faith Settlement

10/23/2017



Opposition to Motion

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [187] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Reconsider Order Granting the Viking Defendants' Motions to Associate Counsel

10/23/2017



Joinder to Opposition to Motion

Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [188] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Joinder to Lange Plumbing, LLC's Opposition to Plaintiffs' Motion for Summary Judgment with Additional Points and Authorities

10/23/2017



Recorders Transcript of Hearing

[189] Recorders Transcript of Hearing - Re: All Pending Motions - heard on October 18, 2017

10/24/2017



Supplement

Filed by: Plaintiff Edgeworth Family Trust [190] Supplement to Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Reply to Viking's Joinder

10/26/2017



Opposition to Motion

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [191] Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan

10/30/2017



Notice

[192] Notice of Withdrawal of Counsel

10/30/2017



Objection

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [193] Defendants The Viking Corporation & Supply Network, Inc.'s Objection to Discovery Commissioners' Report & Recommendation on Defendants' Motion to Compel Home Inspection

11/01/2017



Recorders Transcript of Hearing

[194] Recorders Transcript of Hearing - Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection and/or in the Alternative Motion to Strike Portions of Expert Testimony on Order Shortening Time - heard on Sept. 13, 2017

11/01/2017



Motion to Stay

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [195] Defendants the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34 (e) & Request for Order Shortening Time

11/01/2017

CASE SUMMARY

CASE NO. A-16-738444-C

	 <p>Recorders Transcript of Hearing <i>[196] Recorders Transcript of Hearing - All Pending Motions - heard on October 24, 2017</i></p>
11/01/2017	 <p>Motion to Strike Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[197] Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Strike Plaintiffs' Untimely Disclosed Expert Crane Pomerantz & Request for Order Shortening Time</i></p>
11/01/2017	 <p>Opposition and Countermotion Filed By: Plaintiff Edgeworth Family Trust <i>[198] Plaintiffs' Opposition to Non-Party Zurich American Insurance Company's Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter-Motion to Compel</i></p>
11/01/2017	 <p>Order Filed By: Plaintiff Edgeworth Family Trust <i>[199] Order Granting Plaintiffs Motion to Amend the Complaint to Add Viking Group, Inc.</i></p>
11/03/2017	 <p>Notice of Entry of Order Filed By: Plaintiff Edgeworth Family Trust <i>[200] Notice of Entry of Order Granting Plaintiffs Motion to Amend the Complaint to Add Viking Group, Inc.</i></p>
11/03/2017	 <p>Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[201] Reply to Viking's Opposition to Plaintiffs' Motion to Reconsider Order Granting the Viking Defendants' Motions to Associate Counsel</i></p>
11/03/2017	 <p>Motion Filed By: Plaintiff Edgeworth Family Trust <i>[202] Plaintiffs Motion to Compel Viking Documents and For Order to Respond to Discovery on Order Shortening Time</i></p>
11/03/2017	 <p>Motion Filed By: Plaintiff Edgeworth Family Trust <i>[203] Plaintiffs Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on Order Shortening Time</i></p>
11/06/2017	 <p>Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[204] Receipt of Copy</i></p>
11/07/2017	 <p>Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[205] Plaintiffs' Reply to Viking's Opposition to Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time</i></p>
11/08/2017	 <p>Substitution of Attorney Filed by: Defendant Lange Plumbing, L.L.C. <i>[206] Substitution of Attorneys for Lange Plumbing</i></p>
11/09/2017	 <p>Reply to Opposition Filed by: Subpoena'd (Non) Party Zurich American Insurance Company <i>[207] Non-Party Zurich American Insurance Company s Reply To Plaintiff s Opposition To Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, And Counter</i></p>

CASE SUMMARY

CASE NO. A-16-738444-C

Motion To Compel

11/13/2017	 Stipulation and Order Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[208] Stipulation Regarding Motion in Limine Briefing Schedule</i>
11/14/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[209] Application for Issuance of Commission to Take Out of State Deposition</i>
11/14/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[210] Commission to Take Out of State Deposition</i>
11/16/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[211] Defendant The Viking Corporation's Opposition to Plaintiffs' Motion to Compel Documents and Respond to Discovery Regarding Financial Information</i>
11/16/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[212] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplyner's Opposition to Plaintiffs' Motion to Compel Viking Documents</i>
11/16/2017	 Opposition and Countermotion Filed By: Plaintiff Edgeworth Family Trust <i>[213] Plaintiffs' Opposition to Viking's Motion to Strike Untimely Disclosed Expert Crane Pomerantz on an Order Shortening Time and Counter Motion to Disclose Crane Pomerantz as an Initial Expert</i>
11/20/2017	 Discovery Commissioners Report and Recommendations Filed By: Plaintiff Edgeworth Family Trust <i>[214] Discovery Commissioners Report and Recommendations</i>
11/22/2017	 Supplemental Filed by: Defendant Lange Plumbing, L.L.C. <i>[215] Lange Plumbing, LLC s Supplemental Brief in Support of its Opposition to Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Countermotion Pursuant to EDCR 2.20(e)</i>
11/30/2017	 Notice of Attorney Lien Filed By: Plaintiff Edgeworth Family Trust <i>[216] Notice of Attorney Lien</i>
12/05/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[217] Subpoena Duces Tecum for Athanasia E. Dalacas, Esq.</i>
12/07/2017	 Motion for Determination of Good Faith Settlement Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[218] Defendants The Viking Corporation & Supply Network, Inc.'s Motion for Good Faith Settlement & Request for Order Shortening Time</i>
12/08/2017	 Order Granting Motion Filed By: Counter Claimant Giberti Construction Llc

CASE SUMMARY

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[219] Order Granting Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement

12/13/2017



Notice of Entry of Order

Filed By: Counter Claimant Giberti Construction Llc

[220] Notice of Entry of Order Granting Third Party Defendant Giberti Constructin LLC's Motion for Good Fiath Settlement

12/14/2017



Recorders Transcript of Hearing

[221] Recorder's transcript re All Pending Motions, Tuesday, November 14, 2017

01/02/2018



Stipulation and Order for Dismissal

Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

[222] Stipulation For Dismissal with Prejudice of Plaintiffs' Claims against Viking Entities

01/02/2018



Notice of Attorney Lien

Filed By: Plaintiff Edgeworth Family Trust

[223] Notice of Amended Attorney's Lien

01/05/2018



Motion for Determination of Good Faith Settlement

Filed By: Defendant Lange Plumbing, L.L.C.

[224] Joint Motion for Determination of Good Faith Settlement

01/17/2018



Memorandum of Costs and Disbursements

Filed By: Plaintiff Edgeworth Family Trust

[225] Plaintiffs' Memorandum of Outstanding Costs and Disbursements

01/18/2018



Notice of Appearance

[226] Notice of Appearance

01/24/2018



Motion to Adjudicate Attorney's Lien

[227] Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC; Order Shortening Time

01/24/2018



Motion to Consolidate

[228] Motion to Consolidate on Order Shortening Time

01/25/2018



Motion

Filed By: Plaintiff Edgeworth Family Trust

[229] Plaintiffs Emergency Motion to Extend Date for Hearing on Motion to Consolidate and Motion to Adjudicate on an Order Shortening Time (First Request)

02/02/2018



Opposition

Filed By: Plaintiff Edgeworth Family Trust

[230] Plaintiffs Oppositions to Defendant's Motions to Consolidate and to Adjudicate Attorney Lien

02/05/2018



Reply in Support

Filed By: Plaintiff Edgeworth Family Trust

[231] Reply in Support of Motion to Adjudicate Attorney Lien and Motion for Consolidation

02/05/2018
















Notice of Appearance

[233] Notice of Appearance on Behalf of the Law Offices of Daniel S. Simon, P.C.
















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02/06/2018	 Initial Appearance Fee Disclosure Filed By: Other Law Office of Daniel S. Simon, PC <i>[232] Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
02/16/2018	 Supplement Filed by: Other Law Office of Daniel S. Simon, PC <i>[234] Supplement to Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon, PC</i>
02/16/2018	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[237] Plaintiffs Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint</i>
02/20/2018	 Stipulation and Order for Dismissal Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[235] Stipulation and Order for Dismissal with Prejudice of all Claims & of Entire Action</i>
02/20/2018	 Opposition and Countermotion Filed By: Plaintiff Edgeworth Family Trust; Plaintiff American Grating LLC <i>[236] Plaintiffs Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint</i>
02/20/2018	 Recorders Transcript of Hearing Party: Plaintiff Edgeworth Family Trust <i>[238] Recorder's Transcript of Hearing, February 6, 2018, Motion and Status Check: Settlement Documents</i>
02/22/2018	 Order Granting Motion <i>[239] Order Granting Defendants The Viking Corporation & Supply Network, Inc.'s Motion for Good Faith Settlement</i>
03/01/2018	 Supplemental Brief Filed By: Plaintiff Edgeworth Family Trust <i>[240] Plaintiffs Supplement to Their Countermotion to Amend Complaint</i>
03/02/2018	 Motion to Dismiss Filed By: Defendant Lange Plumbing, L.L.C. <i>[241] Special Motion to Dismiss: Anti-Slapp; Order Shortening Time</i>
03/06/2018	 Reporters Transcript <i>[242] Recorder's Partial Transcript of Hearing Status Check: February 20, 2018 Settlement Documents Defendant Daniel S. Simon D/B/A Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time</i>
03/06/2018	 Notice of Entry of Order <i>[243] Notice of Entry of Order Granting Defendants The Viking Corporation & Supply Network, Inc.'s Motion for Good Faith Settlement</i>
03/07/2018	 Order <i>[244] Order Re Motion to Consolidate; Motion to Adjudicate Attorney's Lien</i>
03/15/2018	 Amended Complaint Filed By: Plaintiff Edgeworth Family Trust <i>[245] (A767242) Amended Complaint</i>

CASE SUMMARY

CASE NO. A-16-738444-C

03/15/2018	 Summons Electronically Issued - Service Pending Party: Plaintiff Edgeworth Family Trust <i>[246] Summons</i>
03/16/2018	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[247] Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti-Slapp</i>
03/19/2018	 Exhibits <i>[248] Exhibit 1 to Plaintiffs Opposition to Defendants Special Motion to Dismiss</i>
03/19/2018	 Exhibits <i>[249] Exhibit 2 to Plaintiffs Opposition to Defendants Special Motion to Dismiss Anti-Slapp</i>
03/19/2018	 Exhibits <i>[250] Exhibit 3 to Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti-Slapp</i>
03/19/2018	 Exhibits <i>[251] Exhibit 4 to Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti Slapp</i>
03/19/2018	 Exhibits <i>[252] Exhibit 5 to Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti-Slapp</i>
03/20/2018	 Notice of Entry of Order <i>[253] Notice of Entry of Order</i>
03/20/2018	 Acceptance of Service Filed By: Plaintiff Edgeworth Family Trust <i>[254] Acceptance of Service of The Summons and Amended Complaint</i>
03/21/2018	 Reply in Support <i>[255] Reply in Support of Special Motion to Dismiss: Anti-Slapp</i>
03/23/2018	 Reply in Support <i>[256] Reply in Support of Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)</i>
04/02/2018	 Order Granting Filed By: Defendant Lange Plumbing, L.L.C. <i>[257] Order Granting Joint Motion for Determination of Good Faith Settlement</i>
04/02/2018	 Notice of Entry of Order Filed By: Defendant Lange Plumbing, L.L.C. <i>[258] Notice of Entry of Order Granting Joint Motion for Determination of Good Faith Settlement</i>
04/03/2018	 Notice of Entry of Stipulation & Order for Dismissal Filed By: Defendant Lange Plumbing, L.L.C. <i>[259] Notice of Stipulation and Order for Dismissal With Prejudice of All Claims & of Entire Action</i>
04/09/2018	 Motion to Dismiss <i>[260] Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)</i>















CASE SUMMARY
CASE NO. A-16-738444-C

04/24/2018	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[261] Plaintiffs Opposition to Defendant's (Third) Motion to Dismiss</i>
05/02/2018	 Transcript of Proceedings <i>[262] Recorder's Transcript of Hearing All Pending Motions April 3, 2018</i>
05/10/2018	 Motion to Dismiss <i>[263] Special Motion to Dismiss the Amended Complaint: Anit-SLAPP</i>
05/18/2018	 Brief <i>[264] Defendants' Brief Re: Evidentiary Hearing</i>
05/18/2018	 Brief Filed By: Plaintiff Edgeworth Family Trust <i>[265] Plaintiffs' Bench Brief</i>
05/23/2018	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[266] Plaintiffs Opposition to Defendants Second Special Motion to Dismiss: Anti-Slapp</i>
09/17/2018	 Trial Brief Filed By: Plaintiff Edgeworth Family Trust <i>[267] Simon Law's Trial Brief Requesting an Adverse Inference for Invoking Spousal Privilege</i>
10/11/2018	 Decision and Order <i>[268] Decision and Order on Motion to Adjudicate Lien</i>
10/11/2018	 Order <i>[269] Decision and Order on Motion to Dismiss NRCP 12(B)(5)</i>
10/11/2018	 Order <i>[270] Decision and ORder on Special Motion to Dismiss Anti-Slapp</i>
10/24/2018	 Notice of Entry of Decision and Order <i>[271] Notice of Entry of Decision and Order on Motion to Dismiss NRCP 12(B)(5)</i>
10/29/2018	 Motion <i>[272] Motion to Amend Findings</i>
10/31/2018	 Motion to Amend <i>[273] Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time</i>
11/08/2018	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[274] Plaintiffs' Opposition to Simon's Motion to Amend Findings Under NRCP 52; and/or, for Reconsideration</i>
11/14/2018	 Reply in Support Filed By: Plaintiff Edgeworth Family Trust <i>[275] Reply in Support of Motion to Amend Findings Under NRCP 52; and/or for</i>

CASE SUMMARY











CASE NO. A-16-738444-C

Reconsideration

11/19/2018	 Amended Order <i>[276] Amended Decision and Order on Motion to Dismiss NRCP 12(B)(5)</i>
11/19/2018	 Order <i>[277] Decision and Order on Motion to Adjudicate Lien</i>
12/07/2018	 Case Appeal Statement Filed By: Plaintiff Edgeworth Family Trust <i>[278] Case Appeal Statement</i>
12/07/2018	 Notice of Appeal Filed By: Plaintiff Edgeworth Family Trust <i>[279] Notice of Appeal</i>
12/07/2018	 Motion for Attorney Fees and Costs <i>[280] Motion for Attorney Fees and Costs</i>
12/13/2018	 Motion for Order Filed By: Plaintiff Edgeworth Family Trust <i>[281] Plaintiffs' Motion For An Order Directing Simon To Release Plaintiffs' Funds</i>
12/17/2018	 Opposition to Motion Filed By: Plaintiff Edgeworth Family Trust <i>[282] Plaintiffs' Opposition to Simon's Motion for Fees and Costs</i>
12/17/2018	 Transcript of Proceedings Party: Defendant Lange Plumbing, L.L.C. <i>[283] Recorder's Transcript of Proceedings re: Motion to amend findings, Thursday, November 15, 2018</i>
12/17/2018	 Notice of Appeal <i>[284] Notice of Cross Appeal</i>
12/17/2018	 Case Appeal Statement <i>[285] Case Appeal Statement</i>
12/27/2018	 Notice of Entry of Order Filed By: Plaintiff Edgeworth Family Trust <i>[286] Notice of Entry of Orders</i>
12/27/2018	 Notice of Filing Cost Bond <i>[287] Notice of Posting Cost Bond</i>
12/28/2018	 Notice of Filing Cost Bond Filed By: Plaintiff Edgeworth Family Trust <i>[288] Notice of Posting Cost Bond</i>
12/28/2018	 Notice of Hearing Filed By: Plaintiff Edgeworth Family Trust <i>[289] Notice of Hearing on Plaintiffs' Motion for Release of Funds</i>















CASE SUMMARY

CASE NO. A-16-738444-C

01/08/2019	 Reply in Support <i>[290] Reply in Support of Motion for Attorney Fees and Costs</i>
01/09/2019	 Notice of Entry of Decision and Order <i>[291] Notice of Entry of Decision and Order on Special Motion to Dismiss Anti-Slapp</i>
01/11/2019	 Opposition to Motion <i>[292] Opposition to Plaintiffs' Motion for Release of Funds</i>
01/28/2019	 Reply Filed by: Plaintiff Edgeworth Family Trust <i>[293] Plaintiffs' Reply to Opposition to Plaintiffs' Motion for Release of Funds</i>
01/30/2019	 Transcript of Proceedings <i>[294] Recorder's Transcript of Proceedings re Motion for Attorney's Fees and Costs</i>
02/08/2019	 Decision and Order <i>[295] (A738444 and A767242) Decision and Order Granting in Part and Denying in Part, Simon's Motion for Attorney Fees and Costs</i>
02/08/2019	 Notice of Entry of Decision and Order <i>[296] Notice of Entry of Decision and Order Granting in Part and Denying in Part, Simon's Motion for Attorney's Fees and Costs</i>
02/15/2019	 Notice of Appeal Filed By: Plaintiff Edgeworth Family Trust <i>[297] Notice of Appeal</i>
02/15/2019	 Case Appeal Statement Filed By: Plaintiff Edgeworth Family Trust <i>[298] Case Appeal Statement</i>
04/12/2019	 Request Filed by: Plaintiff Edgeworth Family Trust <i>[299] Plaintiffs' Request for Transcript of Proceedings</i>
04/15/2019	 Transcript of Proceedings Party: Plaintiff Edgeworth Family Trust <i>[300] Evidentiary Hearing, Day 2 -Excerpt Testimony of Brian Edgeworth, Wednesday, August 27, 2018</i>
04/15/2019	 Transcript of Proceedings Party: Plaintiff Edgeworth Family Trust <i>[301] Evidentiary Hearing, Day 2 - Excerpt Testimony of Brian Edgeworth - Tuesday, August 28, 2018</i>
04/15/2019	 Transcript of Proceedings Party: Plaintiff Edgeworth Family Trust <i>[302] Evidentiary Hearing - Day 3, Excerpt Testimony of Brian Edgeworth - Wednesday, August 29, 2018</i>
05/08/2019	 Transcript of Proceedings <i>[303] Recorder's Transcript of Proceedings re Evidentiary Hearing - Day 5, Tuesday, September 18, 2018</i>

CASE SUMMARY

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05/08/2019	 Transcript of Proceedings <i>[304] Recorder's Transcript of Proceedings re Pending Motions - Tuesday, May 29, 2018</i>
05/08/2019	 Transcript of Proceedings <i>[305] Recorder's Transcript of Proceedings re Evidentiary Hearing - Day 1, Monday, August 27, 2018</i>
05/08/2019	 Transcript of Proceedings <i>[306] Recorder's Transcript of Proceedings re Evidentiary Hearing - Day 2, Tuesday, August 28, 2019</i>
05/08/2019	 Transcript of Proceedings <i>[307] Recorder's Transcript of Proceedings re Evidentiary Hearing, Day 2, Wednesday, August 29, 2018</i>
05/08/2019	 Transcript of Proceedings <i>[308] Recorder's Transcript of Proceedings re Evidentiary Hearing, Day 4- Thursday, August 30, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[309] Recorder's Transcript of Proceedings re Pending Motions - Tuesday, May 29, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[310] Recorder's Transcript of Proceedings re Evidentiary Hearing Day 1, Monday, August 27, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[311] Recorder's Transcript of Proceedings re Evidentiary Hearing, Day 3, Wednesday, August 29, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[312] Recorder's Transcript of Proceedings re Evidentiary Hearing Day 4, Thursday, August 30, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[313] Recorder's Transcript of Proceedings re Evidentiary Hearing Day 5, Tuesday, September 18, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[314] Recorder's Transcript of Proceedings re Evidentiary Hearing Day 2 - Tuesday, August 28, 2018</i>
09/17/2019	 Amended Order <i>[315] Amended Decision and Order on Special Motion to Dismiss Anti-Slapp</i>
09/18/2019	 Notice of Entry of Decision and Order <i>[316] Notice of Entry of Amended Decision and Order</i>
09/08/2020	Case Reassigned to Department 3 <i>Case Reassignment from Judge Tierra Jones to Judge Douglas W. Herndon</i>
09/16/2020	 Transcript of Proceedings Party: Defendant Lange Plumbing, L.L.C.

CASE SUMMARY

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[317] Recorder's Transcript of Hearing re Pending Motion - Tuesday, February 5, 2019


01/04/2021 Administrative Reassignment - Judicial Officer Change
Judicial Reassignment to Judge Monica Trujillo

02/10/2021  Notice of Department Reassignment
[318] Notice of Department Reassignment


03/16/2021  Order
[319] Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs


03/16/2021  Order
[320] Second Amended Decision and Order on Motion to Adjudicate Lien

03/24/2021  Substitution of Attorney
Filed by: Plaintiff Edgeworth Family Trust
[321] Substitution of Attorneys


03/30/2021  Motion to Reconsider
Filed By: Plaintiff Edgeworth Family Trust
[322] Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien


03/31/2021  Clerk's Notice of Hearing
[323] Notice of Hearing

04/13/2021  NV Supreme Court Clerks Certificate/Judgment - Affirmed
[324] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Affirmed in Part, Vacated in Part and Remand; Rehearing Denied

04/13/2021  Opposition and Countermotion
[325] Opposition to Motion to Reconsider and Request for Sanctions; Counter Motion to Adjudicate Lien on Remand

04/28/2021  Order
[326] Third Amended Decision and Order on Motion to Adjudicate Lien

05/03/2021  Notice of Association of Counsel
Filed By: Plaintiff Edgeworth Family Trust
[327] Notice of Association of Counsel













05/03/2021  Motion to Reconsider
Filed By: Plaintiff Edgeworth Family Trust
[328] Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien

05/11/2021  Notice of Hearing
[329] Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order

05/13/2021  Motion for Order
















CASE SUMMARY

CASE NO. A-16-738444-C

	<p>Filed By: Plaintiff Edgeworth Family Trust <i>[330] Edgeworth's Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File</i></p>
05/13/2021	<p> Clerk's Notice of Hearing <i>[331] Notice of Hearing</i></p>
05/13/2021	<p> Opposition and Countermotion <i>[332] Opposition to Second Motion to Reconsider; Counter Motion to Adjudicate Lien on Remand</i></p>
05/16/2021	<p> Notice of Entry of Order <i>[333] Notice of Entry of Orders</i></p>
05/20/2021	<p> Opposition to Motion <i>[334] Opposition to Edgeworths' Motion for Order Releasing Client Funds and Requiring Production of File</i></p>
05/20/2021	<p> Reply <p>Filed by: Plaintiff Edgeworth Family Trust <i>[335] Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien</i></p></p>
05/21/2021	<p> Reply in Support <p>Filed By: Plaintiff Edgeworth Family Trust <i>[336] Edgeworths' Reply In Support of Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File</i></p></p>
05/24/2021	<p> Decision and Order <p>Filed By: Plaintiff Edgeworth Family Trust <i>[337] Second Amended Decision and Order Granting in Part and Denying in Part, Simon's Motion for Attorney's Fees and Costs</i></p></p>
05/24/2021	<p> Notice of Entry of Order <p>Filed By: Plaintiff Edgeworth Family Trust <i>[338] Notice of Entry of Order</i></p></p>
06/17/2021	<p> Decision and Order <p>Filed By: Plaintiff Edgeworth Family Trust <i>[339] Decison and Order Denying Plaintiff's Renewed Motion For Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Counter Motion to Adjudicate Lien on Remand</i></p></p>
07/01/2021	<p> Motion to Reconsider <p>Filed By: Plaintiff Edgeworth Family Trust <i>[340] Edgeworths' Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File and Motion to Stay Execution of Judgments Pending Appeal</i></p></p>
07/07/2021	<p> Clerk's Notice of Hearing <i>[341] Notice of Hearing</i></p>
07/15/2021	<p> Opposition to Motion <i>[342] Opposition to Third Motion to Reconsider</i></p>

CASE SUMMARY

CASE NO. A-16-738444-C

07/17/2021	 Reply Filed by: Plaintiff Edgeworth Family Trust <i>[343] Reply ISO Motion to Reconsider Order re Funds and File</i>
07/17/2021	 Notice of Appeal Filed By: Plaintiff Edgeworth Family Trust <i>[344] Notice of Appeal</i>
07/17/2021	 Case Appeal Statement <i>[345] Edgeworth Family Trust and American Grating LLC's Case Appeal Statement</i>
08/05/2021	 Transcript of Proceedings Party: Plaintiff Edgeworth Family Trust <i>[346] Recorder's Transcript of Proceedings re Pending Motions - Thursday, May 27, 2021</i>
03/07/2022	 Receipt of Copy <i>[347] Receipt of Simon Law's Production of Cell Phone Records</i>
09/27/2022	 Order <i>[348] Order to Release to the Edgeworths Their Complete Client File</i>
09/27/2022	 Order <i>[349] Fourth Amended Decision and Order on Motion to Adjudicate Lien</i>
09/27/2022	 Notice of Entry of Order Filed By: Plaintiff Edgeworth Family Trust <i>[350] Notice of Entry of Order for Simon to Release Edgeworth Client File</i>
10/06/2022	 Motion to Retax Filed By: Plaintiff Edgeworth Family Trust <i>[351] Edgeworths' Verified Application to Tax Costs on Appeal</i>
10/06/2022	 Motion to Exonerate Filed By: Plaintiff Edgeworth Family Trust <i>[352] Edgeworths' Motion to Exonerate Cost Bond</i>
10/10/2022	 Motion to Retax Filed By: Other Law Office of Daniel S. Simon, PC <i>[353] Motion to Retax Costs</i>
10/18/2022	 Non Opposition <i>[354] Notice of No Opposition to Edgeworths' Motion to Exonerate Cost Bond</i>
10/19/2022	 Opposition <i>[355] Opposition to Edgeworth's Verified Application to Tax Costs on Appeal</i>
10/21/2022	 Clerk's Notice of Hearing <i>[356] Clerk's Notice of Hearing</i>
10/21/2022	 Clerk's Notice of Hearing <i>[357] Clerk's Notice of Hearing</i>










CASE SUMMARY

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10/28/2022	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[358] Edgeworths' Opposition to Motion to Retax Costs on Appeal</i>
11/01/2022	 Reply in Support <i>[359] Reply in Support of Motion to Retax Costs</i>
11/04/2022	 Order Shortening Time Filed By: Plaintiff Edgeworth Family Trust; Plaintiff American Grating LLC <i>[360] Edgeworth's Motion for Order to Show Cause Why Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held in Contempt and Ex Parte Application to Consider Same on OST Hearing Requested</i>
11/04/2022	 Notice Filed By: Plaintiff Edgeworth Family Trust <i>[361] Notice of Hearing</i>
11/07/2022	 Clerk's Notice of Hearing <i>[362] Clerk's Notice of Hearing</i>
11/14/2022	 Appendix <i>[363] Appendix to Opposition to Edgeworths' Motion for Order to Show Cause on OST</i>
11/14/2022	 Certificate of Service <i>[364] Certificate of Service of Appendix and Opposition</i>
11/14/2022	 Opposition <i>[365] Opposition to Edgeworths' Motion for Order to Show Cause on OST</i>
11/14/2022	 Declaration <i>[366] Declaration of Counsel in Support of Opposition to Edgeworths' Motion for Order to Show cause on OST</i>
11/14/2022	 Reply Filed by: Plaintiff Edgeworth Family Trust <i>[367] 2022-11-14 Reply ISO Mot for OSC re Simon's Contempt</i>
11/29/2022	 NV Supreme Court Clerks Certificate/Judgment -Remanded <i>[368] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Vacated and Remand; Rehearing Denied</i>
12/01/2022	 Order <i>[369] Order Exonerating Cost Bond</i>
12/13/2022	 Order <i>[370] Order Granting in Part and Denying in Part Application for Costs on Appeal and Motion to Retax Costs on Appeal</i>
12/13/2022	 Order <i>[371] Order Denying Edgeworth's Motion for Order to Show Cause</i>
12/16/2022	 Notice of Entry of Order <i>[372] Notice of Entry of Order Denying Motion for OSC</i>

CASE SUMMARY

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12/21/2022	 Notice of Entry of Order Filed By: Plaintiff Edgeworth Family Trust <i>[373] Notice of Entry of Order re Costs on Appeal</i>
02/09/2023	 Motion <i>[374] Motion for Adjudication Following Remand</i>
02/23/2023	 Response Filed by: Plaintiff Edgeworth Family Trust <i>[375] Edgeworths' Response to Motion for Adjudication Following Remand</i>
02/27/2023	 Clerk's Notice of Hearing <i>[376] Notice of Hearing</i>
03/14/2023	 Reply in Support Filed By: Defendant Lange Plumbing, L.L.C. <i>[377] Reply in Support of Motion for Adjudication Following Remand</i>
03/28/2023	 Amended Order <i>[378] Fifth Amended Decision and Order on Motion to Adjudicate Lien</i>
04/24/2023	 Notice of Entry of Order <i>[379] Notice of Entry of Fifth Amended Decision and Order on Motion to Adjudicate Lien</i>
05/24/2023	 Notice of Appeal Filed By: Plaintiff Edgeworth Family Trust <i>[380] Notice of Appeal</i>
05/24/2023	 Case Appeal Statement Filed By: Plaintiff Edgeworth Family Trust <i>[381] Case Appeal Statement</i>

DISPOSITIONS

12/08/2017	Order of Dismissal With Prejudice (Judicial Officer: Jones, Tierra) Debtors: Viking Corporation (Third Party Plaintiff), Supply Network Inc (Third Party Plaintiff) Creditors: Giberti Construction Llc (Third Party Defendant) Judgment: 12/08/2017, Docketed: 12/08/2017
01/02/2018	Order of Dismissal With Prejudice (Judicial Officer: Jones, Tierra) Debtors: Edgeworth Family Trust (Plaintiff), American Grating LLC (Plaintiff) Creditors: Viking Corporation (Defendant), Supply Network Inc (Defendant), Viking Group Inc (Defendant) Judgment: 01/02/2018, Docketed: 01/02/2018
02/20/2018	Order of Dismissal With Prejudice (Judicial Officer: Jones, Tierra) Debtors: Edgeworth Family Trust (Plaintiff), American Grating LLC (Plaintiff), Rimkus Consulting Group, Inc. (Other), Law Office of Daniel S. Simon, PC (Other) Creditors: Lange Plumbing, L.L.C. (Defendant), Law Office of Daniel Simon, PC (Defendant) Judgment: 02/20/2018, Docketed: 02/20/2018 Debtors: Viking Corporation (Cross Defendant), Supply Network Inc (Cross Defendant) Creditors: Lange Plumbing, L.L.C. (Cross Claimant) Judgment: 02/20/2018, Docketed: 02/20/2018 Debtors: Lange Plumbing, L.L.C. (Counter Defendant), Viking Corporation (Counter Defendant), Supply Network Inc (Counter Defendant)

CASE SUMMARY

CASE NO. A-16-738444-C

	<p>Creditors: Viking Corporation (Counter Claimant), Supply Network Inc (Counter Claimant), Giberti Construction Llc (Counter Claimant) Judgment: 02/20/2018, Docketed: 02/20/2018</p>
02/22/2018	<p>Order of Dismissal With Prejudice (Judicial Officer: Jones, Tierra) Debtors: Edgeworth Family Trust (Plaintiff) Creditors: Viking Corporation (Defendant) Judgment: 02/22/2018, Docketed: 02/22/2018</p>
11/19/2018	<p>Amended Order of Dismissal (Judicial Officer: Jones, Tierra) Debtors: Lange Plumbing, L.L.C. (Defendant), Viking Automatic Sprinkler Co (Defendant), Viking Corporation (Defendant), Supply Network Inc (Defendant), Viking Group Inc (Defendant), Law Office of Daniel Simon, PC (Defendant), Law Office of Daniel S Simon (Defendant) Creditors: Edgeworth Family Trust (Plaintiff), American Grating LLC (Plaintiff) Judgment: 11/19/2018, Docketed: 10/11/2018</p>
04/13/2021	<p>Clerk's Certificate (Judicial Officer: Jones, Tierra) Debtors: Daniel S Simon (Defendant), Law Office of Daniel S Simon (Defendant) Creditors: Edgeworth Family Trust (Plaintiff), American Grating LLC (Plaintiff) Judgment: 04/13/2021, Docketed: 04/14/2021 Comment: Supreme Court No 77678 - "APPEAL AFFIRMED IN PART/VACATED IN PART"</p>
05/24/2021	<p>Amended Order (Judicial Officer: Jones, Tierra) Debtors: Edgeworth Family Trust (Plaintiff) Creditors: Daniel S Simon (Defendant) Judgment: 05/24/2021, Docketed: 02/08/2019 Total Judgment: 52,520.00 Comment: In Part</p>
	<p>HEARINGS</p>
03/07/2017	<p>Motion for Summary Judgment (9:00 AM) (Judicial Officer: Barker, David) Events: 01/13/2017 Motion for Summary Judgment <i>Plaintiffs Motion for Summary Judgment</i> Denied;</p>
03/07/2017	<p>Motion to Amend Complaint (9:00 AM) (Judicial Officer: Barker, David) <i>Plaintiffs Motion to Amend the Complaint on Order Shortening Time</i> Granted;</p>
03/07/2017	<p> All Pending Motions (9:00 AM) (Judicial Officer: Barker, David) Matter Heard; Journal Entry Details: <i>PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT...PLAINTIFF'S MOTION TO AMEND THE COMPLAINT ON ORDER SHORTENING TIME Following arguments by counsel, COURT ORDERED, Plaintiff's Motion to Amend the Complaint, GRANTED. COURT FURTHER ORDERED, Plaintiff's Motion for Summary Judgment, DENIED. ;</i></p>
04/25/2017	<p> Motion for Summary Judgment (9:30 AM) (Judicial Officer: Bonaventure, Joseph T.) <i>Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only</i> Denied Without Prejudice; Journal Entry Details: <i>Court noted it reviewed everything. Further, its only been a short time for discovery. Following arguments by counsel, Court Stated its Findings, and ORDERED, Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only, DENIED WITHOUT PREJUDICE. Counsel can re-file after the production of the rebuttal experts reports. Plaintiff's counsel to prepare the order.;</i></p>
05/17/2017	<p> Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie)</p>

CASE SUMMARY

CASE NO. A-16-738444-C

Deft Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on OST

Granted; Deft Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on OST

Journal Entry Details:

Commissioner advised counsel they need a joint protocol for destructive testing. Ms. Dalacas stated some sprinkler heads were inspected, and testing was requested on eight sprinkler heads. Colloquy re: transporting sprinklers, and if items are lost, who gets the adverse inference. Arguments by counsel. Pltf's expert is in San Diego. Commissioner suggested a paralegal or secretary fly to pick up spinklers. COMMISSIONER RECOMMENDED, motion is ALLOWED with CAVEATS; destructive testing is allowed for no more than 10 sprinkler heads as identified by experts; coordinate as other experts will be present or not, but filming is REQUIRED; Commissioner REQUIRED Defense counsel work with Pltf's counsel to determine how sprinkler heads will be transported; Deft Lange Plumbing will bear the costs of transfer and costs for risk of sprinkler heads not arriving at destination here in Las Vegas, and an adverse inference may be given if appropriate. Ms. Pancoast stated implicating Lange Plumbing with an adverse inference could impact Viking. Ms. Pancoast stated another party is coming into the case. COMMISSIONER RECOMMENDED, discovery cutoff EXTENDED to 10-16-17 adding parties, amended pleadings, and initial expert disclosures DUE 7-17-17; rebuttal expert disclosures DUE 8-17-17; file dispositive motions by 11-16-17; 1-8-2018 Trial date STANDS. Commissioner advised counsel to let the new party know about destructive testing. Commissioner is available by conference call if necessary. Ms. Dalacas to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;

06/07/2017

Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions

Granted;

06/07/2017

Opposition and Countermotion (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Defendant Lange Plumbing, LLC's Opposition to Plaintiff's Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(B)(6) Designee and for Sanctions and Countermotion for Sanctions

Denied;

06/07/2017



All Pending Motions (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Matter Heard;

Journal Entry Details:

Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions Deft Lange Plumbing, LLC's Opposition / Countermotion for Sanctions Commissioner advised counsel the knowledge requirement was removed from the 30(b)(6) deposition. Arguments by counsel. Commissioner will consider Mr. Simon's request for fees. MATTER TRAILED for counsel to conduct a 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Dalacas will try to produce one of four witnesses and produce a 30(b)(6) Deponent on 6-29-17, and produce 1,000 personnel records by 6-14-17. Mr. Simon needs to see records to determine fees. Argument by Ms. Dalacas, and counsel requested Commissioner deny the fees. COMMISSIONER RECOMMENDED, Pltfs' Motion for an Order to Show Cause on 6-21-17 STANDS. COMMISSIONER RECOMMENDED, Mr. Simon's Request for Fees is UNDER ADVISEMENT; Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions is GRANTED, and include agreement in the body of Report and Recommendations; Status Check SET on Compliance; Commissioner will continue matter if counsel have a conflict; Deft Lange Plumbing, LLC's Countermotion for Sanctions is DENIED. Mr. Simon to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Further arguments by counsel. Ms. Dalacas's family member passed away. 7-12-17 9:00 a.m. Status Check: Mr. Simon's Request for Fees SC: Compliance;

07/12/2017

CANCELED Motion for Order to Show Cause (9:00 AM) (Judicial Officer: Bulla, Bonnie)

Vacated

Plaintiffs' Motion for An Order to Show cause and Compel James Kreason to Appear for Deposition

CASE SUMMARY

CASE NO. A-16-738444-C

07/12/2017



Status Check (9:00 AM) (Judicial Officer: Bulla, Bonnie)

Status Check: Mr. Simon's Request for Fees SC: Compliance

Matter Heard; Status Check: Mr. Simon's Request for Fees SC: Compliance

Journal Entry Details:

Mr. Simon stated the 30(b)(6) witness was produced, and witness information is missing re: who installed sprinklers inside the home; Kyle Mao (Installer) was disclosed June 2017, Mr. Simon took his deposition and he was employed the entire time and is still employed. No information on Clinton Stephon or Al (maybe Alfonso). Argument by Mr. Simon; supplement provided to Commissioner in Open Court. On 6-14-17, Ms. Dalacas stated 3,000 Pages were produced, 14 employee personnel files, and counsel confirmed Mr. Mao was disclosed in a 16.1 disclosure within the last few months. Arguments by counsel. Mr. Simon will supplement costs for the 30(b)(6) deposition unless counsel work it out. Commissioner will uphold counsels' negotiations. Based on the Memorandum of Costs, COMMISSIONER RECOMMENDED, Commissioner awarded \$3,850, and payment due within 30 days after Court signs the recommendation. Commissioner accepted the analysis in supplemental memorandum, and Mr. Simon must apply the Brunzell factors; fees run to Lange Plumbing only, not the attorney; fees for court reporter and videographer for second 30(b)(6) deposition are UNDER ADVISEMENT; Status Check SET; if counsel believe documents are insufficient, have a 2.34 conference on the last 30(b)(6) discovery. Mr. Simon requested measurements, raw data, and videotape from destructive testing on sprinklers, but portions weren't videotaped, and sprinklers must be transported back to Pltf's expert in California. Ms. Dalacas's expert has sprinklers in his possession, and counsel has no problem releasing them with a protocol in place. Colloquy. COMMISSIONER RECOMMENDED, counsel to work out the protocol; Ms. Dalacas must turn over videotape, raw data, and raw data sheet to all parties by 7-19-17. Expert disclosure deadlines discussed. Based on counsels' agreement, COMMISSIONER RECOMMENDED, move dates two weeks except dispositive motions. Ms. Shaine advised Commissioner she has a pending Motion on OST to extend deadlines and the Trial date. Commissioner stated the Judge's Order would supercede today's Recommendation from the Commissioner. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 8-9-17 9:00 a.m. Status Check: Fees (VACATED) CLERK'S NOTE: In addition to the attorneys' fees awarded above, the Discovery Commissioner awards Plaintiffs their costs of \$973.20 for the Court Reporter and Videographer for the deposition of Bernie Lange taken on June 29, 2017. These costs are to be included in the July 12, 2017 Report and Recommendations to be prepared by Plaintiffs' counsel and submitted within ten (10) days. The Status Check hearing set 8-9-17 is VACATED. (JL 7-21-17) CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Daviel Simon Athanasia Dalacas - Resnick & Louis Janet Pancoast - Cisneros & Marias Cher Shaine - O'Reilly Law;

07/13/2017

CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie)

Vacated - per Commissioner

07/14/2017

CANCELED Motion to Extend Discovery (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Vacated - per Commissioner

Giberti Construction, LLC's Motion to Extend Discovery Deadlines on OST

07/14/2017

CANCELED Joinder (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Vacated - per Commissioner

The Viking Corporation & Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines

07/25/2017



Motion (9:30 AM) (Judicial Officer: Jones, Tierra)

Giberti Construction LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time

Granted;

Journal Entry Details:


Following arguments by counsel, Court stated its findings and ORDERED, As to Giberti Construction LLC's Motion to Extend Discovery Deadlines, based on the original discovery disclosure deadline of 7-17-17, discovery extended for thirty 30 days. Deadlines are as follows: Close of Discovery will be 11-13-17; Last day to file motions to amend pleadings or add parties will be 8-14-17; Initial expert disclosure will be 8-14-17; Rebuttal expert disclosure 9-18-17; Last day to file dispositive motions will be 12-11-17. Colloquy regarding

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-16-738444-C

trial stacks. Upon Counsel's request, Court noted the 2-5-18 trial date will be the governing trial date for supplemental reports by experts. Court noted Judge Bonaventure's ruling on 4-24-17 that the motion for summary Judgment motion could be renewed after rebuttal expert reports, the Court will let that ruling Stand.;

08/03/2017	CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
08/09/2017	CANCELED Status Check (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated</i> <i>Status Check: Fees</i>
08/23/2017	Motion for Protective Order (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for OST</i> Granted in Part;
08/23/2017	Motion for Protective Order (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Defendant's The Viking Corporation & Supply Network Inc's Motion for Protective Order (No. 2) & Request for OST</i> Granted in Part;
08/23/2017	Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST</i> Granted in Part;
08/23/2017	 All Pending Motions (9:30 AM) (Judicial Officer: Bulla, Bonnie) Matter Heard; Journal Entry Details: <i>Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST Defendant's The Viking Corporation & Supply Network Inc.'s Motion for Protective Order (No. 2) & Request for OST The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for OST COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions is GRANTED IN PART; go back five years prior to date of this incident and produce models that use fusible link solder LIMITED to the United States for timeframe of January 1, 2012 up to the present time (any geographical locations where VK457 sprinkler heads were distributed). Arguments by counsel. Incident occurred April 2016. Two Attorneys are in the courtroom, but they haven't been admitted Pro Hac Vice. Email provided to Commissioner in Open Court from Mr. Simon. If an email is produced, Commissioner stated the attachments must be produced. MATTER TRAILED for a meaningful 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Pancoast will produce more information. Arguments by counsel. Mr. Simon stated California litigation involves the same sprinkler heads and the same activation issue. Mr. Simon contacted counsel for Plaintiffs, but they refused to speak with him. The California case did not go to Trial. Colloquy re: what the Protective Order covered. COMMISSIONER RECOMMENDED, turn over expert depositions, reports, and Deft depositions or 30(b)(6) depositions. Colloquy re: turning over documents filed or attached to dispositive motions unless the Court seals the entire case. COMMISSIONER RECOMMENDED, produce Pltf depositions (Harold Rogers and Patrick Human), and Mr. Simon will pay reasonable copy costs under Rule 34(d). COMMISSIONER RECOMMENDED, in Motion to Compel - 1) VK457 produce all documents dealing with sprinkler activations worldwide from 1-1-2012 to the present; 2) production and decision to release 7800 sprinklers to the public December 2013 is a 30(b)(6) Topic - produce information and Pltf will pay reasonable copy charges; 3) drawings - provide information related to VK457; 4) all emails and attachments must be produced as discussed; 5) supplement answers and documents for VK457 and provide U.K. information related to VK457; 6) documents LIMITED to activation issues and over-tightening of screw or solder problem pertaining to VK457. Upon Mr. Simon's request for an organized production, COMMISSIONER RECOMMENDED, produce by date (month and year, earliest date first). Colloquy. COMMISSIONER RECOMMENDED, Request for Sanctions is DEFERRED, and Status Check SET; supplemental information due 9-22-17. Commissioner offered a Mandatory Settlement Conference. Ms. Pancoast stated the parties are setting up private Mediation in October. Contact Commissioner for assistance with a MSC if necessary. Colloquy re: resetting Mr. Carnahan's deposition on 9-7-17. Commissioner will not</i>

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give a second deposition after the rebuttal report. COMMISSIONER RECOMMENDED, counsel must comply with Rule 16.1(a)(2); overly burdensome production is DENIED with the CAVEAT, after taking Mr. Carnahan's deposition, request the transcript. Colloquy re: asking questions about Mr. Carnahan's participation with the Law Firm. Mr. Simon made the Demand on the record. COMMISSIONER RECOMMENDED, reports and deposition transcripts from Thorpe litigation and SSF litigation must be available, and the whole work file for this case; every report, deposition transcripts, and billing records are PROTECTED unless there was a specific report pertaining to VK457 or a deposition given in Thorpe or SSF cases; if under a Protective Order, assert a privilege, and provide a copy of the Court Order to Mr. Simon. Colloquy re: emails not marked should not be confidential. Document provided to Commissioner in Open Court from Mr. Simon. Arguments by counsel. Mr. Simon brought four discs re: document production. COMMISSIONER RECOMMENDED, for Rule 30(b)(6) deposition, subjects 621, 622, 623, 624, are LIMITED to VK457 for 1-1-2012 to the present, but are Not Limited to the United States; Interrogatory 1 - identify document and bates label, or answer and verify; Interrogatory 2 is LIMITED to VK457; Request for Production 7 and 16 - answer them for five years prior to subject incident LIMITED to VK457, and email attachments must be produced; RTP 1, 2, 3 - production is Not Limited to the U.S., but is LIMITED to VK457 for 1-1-2012 to the present; if Defts don't have documents, explain efforts and why Defts don't have documents; supplement due 9-22-17. COMMISSIONER RECOMMENDED, The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request is GRANTED IN PART; Defendant's The Viking Corporation & Supply Network Inc's Motion for Protective Order (No. 2) & Request is GRANTED IN PART. Ms. Pancoast to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 20 days of the hearing. Otherwise, counsel will pay a contribution. 10-11-17 10:30 a.m. Status Check: Claims ;

09/07/2017 **CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer: Bulla, Bonnie)
Vacated - per Commissioner

09/07/2017 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer: Jones, Tierra)
Granted;

09/07/2017 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer: Jones, Tierra)
Defendant Viking Corporation's Motion to Associate Counsel
Granted;

09/07/2017  **All Pending Motions** (3:00 AM) (Judicial Officer: Jones, Tierra)
Matter Heard;
Journal Entry Details:
Motion to Associate Counsel: Following a review of the papers and pleadings on file herein, the Court finds that the Motion to Associate Counsel is GRANTED ;

09/13/2017  **Motion to Compel** (10:00 AM) (Judicial Officer: Bulla, Bonnie)
Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or in the Alternative Motion to Strike Portions of Expert Testimony & OST Denied Without Prejudice; Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or in the Alternative Motion to Strike Portions of Expert Testimony & OST
Journal Entry Details:
Commissioner will not strike expert testimony. Colloquy re: numerous requests to inspect, and Defts wanted to conduct a heat test and inspect the property (wasn't done); Defts want a one hour test, Pltfs who live in the house could remain (but they won't without Pltf's counsel present). Unless there is a change in circumstance, Commissioner inquired why another inspection is needed. Argument by Ms. Pancoast; counsel stated the inspection is to see the present condition of the house. The house was listed for sale May 2017. Commissioner will give the Realtor expert some consideration. Ms. Pancoast will take the attic off the list based on the discussion, and the General Contractor will deal with claims from Page 41 on Appraiser's report. Commissioner asked Ms. Pancoast to articulate what Deft wants to inspect. Statement by Ms. Dalacas. Colloquy re: expert disclosures. Argument by Mr. Simon; Pltf hasn't been deposed. Nothing has changed in the house, Pltf completed repairs as much as they could to list the house; things disclosed from day one are ultimately unrepairable, and Mr. Simon stated that is the case. Arguments by counsel. Pltfs are still living in the house. Commissioner will not continue the Trial date. Counsel were Directed not to speak and argue with each other, but present arguments to Commissioner. Colloquy re: status of the fireplace. Mr. Simon stated

CASE SUMMARY

CASE NO. A-16-738444-C

the house was fully repaired to the best it could be, and listed for sale May 2017. Commissioner is asking questions, and counsel must answer without interruption. COMMISSIONER RECOMMENDED, motion is DENIED WITHOUT PREJUDICE. Ms. Pancoast requested color copies of photos from Pltf Appraisal expert's report. Provided as discussed. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;

09/19/2017



Motion to Amend Complaint (9:30 AM) (Judicial Officer: Jones, Tierra)

Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.

Granted;

Journal Entry Details:

Following arguments by counsel, Court Stated its Findings and ORDERED, Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc, GRANTED. Mr. Simon to prepare the order.;

09/20/2017

Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum

Granted;

09/20/2017

Opposition and Countermotion (9:30 AM) (Judicial Officer: Bulla, Bonnie)

NonParty Rimkus Construing Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order

Denied;

09/20/2017



All Pending Motions (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Matter Heard;

Journal Entry Details:

Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum NonParty Rimkus Construing Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order Mr. Simon stated during the deposition, the Engineer agreed to prepare a list, a bill was sent, and Mr. Simon paid it. Then there was an objection. Commissioner advised counsel to modify the Subpoena. Arguments by counsel. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum is GRANTED, scope of Subpoena is MODIFIED and limited to the VK457 sprinkler heads list by Mr. Johnson; REDACT name of person or entity on ownership where sprinklers were examined; the entire list Will Not be shared with anyone outside of litigation, and the consulting type reviews are PROTECTED under Rule 26 (c) until such time as otherwise ordered by the District Court Judge; for matters reviewed involving litigation, identify and go back four years pursuant to Rule 16.1; if there are court cases, there is no privilege. Upon Mr. Simon's request, COMMISSIONER RECOMMENDED, whatever list Mr. Johnson contemplated at the time of his deposition will be disclosed; if the list includes a case already in litigation, it is Not Protected. COMMISSIONER RECOMMENDED, NonParty Rimkus Construing Group, Inc.'s Counter-Motion to Quash, and Motion for Protective Order is DENIED. Mr. Couvillier requested cost sharing. Commissioner stated Mr. Simon will not be charged more money. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;

10/03/2017

Motion in Limine (9:30 AM) (Judicial Officer: Jones, Tierra)

Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time

Granted;

10/03/2017

Joinder to Motion in Limine (9:30 AM) (Judicial Officer: Jones, Tierra)

Third Party Defendant Giberti Corporation LLC's Joinder to Exclude Defendants, The Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time

Granted;

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10/03/2017



All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time....Third Party Defendant Gilberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST Court noted it received an opposition in chambers late yesterday, however, the one the Court has does not have a file stamp. The parties agree to go forward. Mr. Simon submitted photo's to the Court and lodged as Court's exhibits. COURT ORDERED, Joinder GRANTED. Following arguments by counsel, Court stated its Findings and ORDERED, Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal, GRANTED. Court noted if for some reason, that changes and counsel finds out additional information and goes through the proper procedures, counsel can readdress that. Plaintiff's counsel to prepare the order and submit to Court for signature.;

10/04/2017

Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Plaintiffs' Motion to Compel Testimony and Evidence of Defts, the Viking corporation & Supply Network Inc dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST

Granted;

10/04/2017

Joinder (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiff's Motion to Compel Testimony and Evidence of Defts The Viking Corporation & Supply Network Inc. dba Viking Suplynet's Expert Robert Carnahan or in the Alternative Strike Robert Carnahan as an Expert on OST

Granted;

10/04/2017

Motion (9:30 AM) (Judicial Officer: Bulla, Bonnie)

10/04/2017, 10/18/2017, 10/24/2017, 11/17/2017

Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

10/04/2017

Joinder (9:30 AM) (Judicial Officer: Bulla, Bonnie)

10/04/2017, 10/18/2017, 10/24/2017, 11/17/2017

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;


Matter Continued;

Matter Continued;

Matter Continued;

CASE SUMMARY

CASE NO. A-16-738444-C

	<p>Matter Continued;</p> <p>Matter Continued;</p> <p>Matter Continued;</p> <p>Matter Continued;</p> <p>Matter Continued;</p> <p>Matter Continued;</p>
10/04/2017	<p> All Pending Motions (9:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents .....Third Party Deft Giberti Corporation LLC's Joinder COMMISSIONER RECOMMENDED, submit amended privilege log to Commissioner as soon as possible but by 10-13-17 (10-10-17 RESCINDED); hand deliver to Commissioner, Pltf, and co-Defense counsel (no ex-parte). Defts agreed to provide an Opposition by 10-11-17 to Motion to Strike the Answer. COMMISSIONER RECOMMENDED, Motion to De-Designate and the Joinder are CONTINUED. Plaintiffs' Motion to Compel Testimony and Evidence of Defts, the Viking Corporation & Supply Network Inc dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST Third Party Deft Giberti Corporation LLC's Joinder Commissioner addressed confidential document production and the Protective Order. Colloquy. Argument by Mr. Kershaw and Mr. Simon. Two documents produced in this case by Viking were provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, whatever Mr. Carnahan reviewed / authored in preparation for his deposition and testimony will be produced (including UL documents and billing records). Arguments by counsel. COMMISSIONER RECOMMENDED, Motion to Compel and Joinders are GRANTED within parameters; Mr. Carnahan will provide testimony on sprinkler head VK457 and materials; to the extent Mr. Carnahan did testing in other venues for opinions he relied on in this case, costs of three tests, and Mr. Carnahan's compensation, the information must be produced, and address related bias issues; no other billing. COMMISSIONER RECOMMENDED, costs of Mr. Carnahan's second deposition borne by Deft including pay expert fees, Court Reporter fee, and pay for Plaintiff's transcript. Mr. Carnahan is in Los Angeles. Under these circumstances, COMMISSIONER RECOMMENDED, the second deposition can be a video conference for 3 1/2 hours, and send documents to the Court Reporter in advance; Deft will pay for video conference and Videographer. COMMISSIONER RECOMMENDED, produce additional documents to Pltf's counsel no later than 10-25-17 (RESCIND 10-31-17), and complete Mr. Carnahan's deposition by 11-15-17 (RESCIND 11-30-17); alternative relief is DENIED WITHOUT PREJUDICE, and the expert Is Not Stricken; documents discussed will be covered by the Protective Order in this case. Ms. Dalacas had no chance to question Mr. Carnahan, and counsel requested time to question the expert. Commissioner advised Ms. Dalacas and Defense counsel they must pay the expert's time (invoice after deposition). Mr. Simon stated the Judge gave a somewhat Firm Trial date of 2-5-18; discovery cutoff EXTENDED to 12-1-17; dispositive motions deadline STANDS; no repetitive questioning. COMMISSIONER RECOMMENDED, deposition is one day, do not exceed seven hours. Commissioner is available by conference call. Mr. Simon stated Mediation is set 10-10-17. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 10-18-17 10:30 a.m. Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST and Joinder;</i></p>
10/18/2017	<p>Status Check: Compliance (10:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Status Check: Compliance / Discovery</i></p> <p>Matter Heard;</p>
10/18/2017	<p>Motion to Strike (10:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p>10/18/2017, 10/24/2017</p> <p><i>Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST</i></p> <p>Matter Continued;</p> <p>Deferred Ruling;</p> <p>Matter Continued;</p> <p>Deferred Ruling;</p>
10/18/2017	<p>Joinder (10:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p>10/18/2017, 10/24/2017</p>

CASE SUMMARY

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Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST

Matter Continued;

Deferred Ruling;

Matter Continued;

Deferred Ruling;

10/18/2017



All Pending Motions (10:30 AM) (Judicial Officer: Bulla, Bonnie)

Matter Heard;

Journal Entry Details:

Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST Status Check: Compliance I Discovery Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants Answer on OST Kenton L. Robinson, Esquire, for The Viking Corporation and Supply Network Inc. Commissioner advised Mr. Simon to make a list of all discovery abuses. Commissioner inquired 1) was there actual in fact any type of head testing on sprinklerhead VK457; 2) whether testing associated with VK456 formed the basis of testing or resolution on VK457, and information that supports how many sprinklers prematurely activated causing a claim, knowledge of a claim, or knowledge it actually happened (loss or not); how many premature activations were there, and if information was known prior to this lawsuit in 2016. Mr. Simon cannot address certain information as it hasn't been disclosed, and Defts were not forthcoming. Argument by Mr. Simon. Document provided to Commissioner in Open Court. Discovery abuse 1 - misrepresentation and failure to produce documents; 2 - failure to produce relevant emails and attachments as previously ordered. Argument by Mr. Simon. Commissioner addressed previous recommendation including protection of VK456. Discovery abuse 3 - misrepresentation and failure to provide testing of VK457 specifically for UL testing. Sia Dalacas, Esquire, present for Lange Plumbing LLC. Upon Commissioner's inquiry, Ms. Dalacas stated Lange Plumbing replaced all heads with Tyco heads in 2016, and Lange Plumbing paid for it; no reimbursement. Document provided to Commissioner from Mr. Simon in Open Court. Discovery abuse 4 - misrepresentations for failure to timely produce evidence of premature activations of sprinklerhead VK457. Argument by Mr. Robinson in opposition to Discovery abuses 1, 2, 3, 4. Colloquy re: findings of testing sprinklerheads. Mr. Simon responded to opposition. Document provided to Commissioner in Open Court from Mr. Simon. Arguments by counsel. Mr. Simon requested Discovery abuse 5 - the reason VK457 was discontinued. Commissioner asked if counsel are interested in a Mandatory Settlement Conference. No objection by Ms. Dalacas; no objection by Mr. Robinson to a Mediation or Settlement Conference with a Judge. Mr. Simon stated Pltf will attend, however, counsel doesn't know how fruitful it will be as Mr. Simon is still trying to obtain information. Mr. Simon stated expert depositions are being scheduled. Colloquy. COMMISSIONER RECOMMENDED, Status Check SET. Commissioner addressed the difficulty of the 55 Page privilege log. Argument by Ms. Pancoast. Commissioner advised counsel to meet and discuss what constitutes a protected document. Commissioner advised counsel if there is a case termination sanction, the District Court Judge will conduct the Evidentiary Hearing. Mr. Simon requested a stay on expert depositions. Commissioner suggested counsel move expert depositions. COMMISSIONER RECOMMENDED, Motion and Joinders are UNDER ADVISEMENT and CONTINUED. 10-24-17 11:00 a.m. same as above;

10/19/2017

CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie)

Vacated - per Commissioner

10/24/2017

Status Check (11:00 AM) (Judicial Officer: Bulla, Bonnie)

Status Check: Status of case

Matter Heard;

10/24/2017



All Pending Motions (11:00 AM) (Judicial Officer: Bulla, Bonnie)

Matter Heard;

Journal Entry Details:

Status Check: Status of case Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants Answer on

CASE SUMMARY**CASE NO. A-16-738444-C**




OST ATTORNEYS PRESENT: Athanasia Dalacas (Lange Plumbing LLC) and Kenton Robinson (Supply Network Inc. and Viking Corporation). Colloquy re: load on link testing (pressure test), and solder creep testing (heat, pressure, time); discussion re: UL testing and product shipped in 2009. First premature activation of sprinkler head in 2013, and this incident was 4-9-16. Trial date is 1-8-18; Pltf's dispositive Motion against Lange Plumbing set 10-31-17. Ms. Pancoast stated the Judge advised counsel to be Trial ready 2-5-18. Theodore Parker, Esquire, present for Lange Plumbing. Commissioner advised counsel an Evidentiary Hearing is needed to determine whether or not there were intentional acts of misrepresentation, and an Evidentiary Hearing is DEFERRED to the District Court Judge. Commissioner addressed counsel regarding the combination of factors that led the case to where it is today. Based on a review of the papers, pleadings, and supplements in this case, COMMISSIONER FINDS 1) there was a misrepresentation to Pltfs in this case made by Viking Defts that UL testing was performed on the VK457 sprinkler head at or near the time the sprinkler head was marketed in 2008/2009 when this in fact had not occurred; 2) additional misrepresentations made by Viking Defts that UL had properly tested VK457, and there were no manufacturing defects in VK457 in production of VK457 in spite of the fact it had performed load on link testing in this case with this sprinkler head; 3) critical UL testing of sprinkler head - what the proper heat exposure could be for VK457 to start to disintegrate and cause premature activation, and whether there was a manufacturing defect (tightening screws causing lever to bend and pressure to increase on link causing premature activation of VK457); 4) number of premature activations of VK457 prior to filing this lawsuit. It is unclear to Commissioner the cause of one other premature activation in Clark County, and nothing was done until May 2017. COMMISSIONER FINDS 5) in spite of current knowledge of VK457 Deft continued to answer written discovery that UL testing was done in this case, and giving inconsistent answers to written discovery different than what their 30(b)(6) witness testified to and what their expert testified to. Colloquy re: Request for Admission 19. After an Evidentiary Hearing, if the Judge issues case terminating sanctions, Commissioner's Recommendation will be Moot. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Strike the Viking Defendants' Answer and Joinder are DEFERRED to the Judge. In lieu of striking Viking's Answers, alternative relief is provided, and COMMISSIONER RECOMMENDED the Jury be advised by proper Jury instruction that contrary to initial representations made by Viking Defts in this case, no UL testing was performed on VK457 that involved load on link testing and/or heat tolerance testing; 2) due to misrepresentations made re: UL testing, there were significant costs incurred to determine testing was not completed; Commissioner understands testing is now being done, however, COMMISSIONER RECOMMENDED current testing on sprinkler head Not Be Allowed at Trial; Deft Will Not be able to utilize the heat defense at the time of Trial; all references to such be STRICKEN, and no expert testimony re: failure of VK457 due to heat in the attic. Argument by Mr. Parker. Fees and costs are DEFERRED to the Judge; COMMISSIONER RECOMMENDED an award of fees and costs for bringing a Motion to Strike Answers, for supplements, and Hearings for Pltfs' counsel; Deft could put together fees and costs to defend with the Brunzell factors. If Answers are Not Stricken and case is sent back to Commissioner to determine fees and costs, Commissioner will hear the matter. Arguments by counsel. Language discussed on an adverse inference Jury instruction. Commissioner stated in lieu of striking the Answers, there should be a Jury instruction given that contrary to representations made, UL did not test VK457 sprinkler head. Arguments by counsel. COMMISSIONER RECOMMENDED Viking's heat defense / theory why the VK457 sprinklers prematurely activated be STRICKEN; load on link testing defense is DEFERRED to the Judge. Mr. Simon requested to stay expert discovery. Commissioner has no opposition, but terms of stay are DEFERRED to the Judge. Commissioner offered a Mandatory Settlement Conference or Mediation; speak to the clients. Mr. Simon addressed revising the privilege log. Argument by Ms. Pancoast. Commissioner will review documents in camera. Arguments by counsel re: document production. Court Clerk received an email that Ms. Pancoast is needed in Department 6. COMMISSIONER RECOMMENDED, documents produced in this case will REMAIN PROTECTED until otherwise ordered by the District Court Judge; if any documents contain factual information, that information is not protected. Document provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, personal identifiers are PROTECTED; Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents and Joinder are CONTINUED. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 11-17-17 10:00 a.m. Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST;

10/31/2017

Motion for Summary Judgment (9:30 AM) (Judicial Officer: Jones, Tierra)**10/31/2017, 11/14/2017***Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Motion to*

CASE SUMMARY

CASE NO. A-16-738444-C

	<p><i>Bifurcate</i> Continued;</p>
10/31/2017	<p>Motion in Limine (9:30 AM) (Judicial Officer: Jones, Tierra) 10/31/2017, 11/14/2017 <i>Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time</i> Continued;</p>
10/31/2017	<p> All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only APPEARANCES CONTINUED, Kenton Robinson Esq., present on behalf of Supply Network Inc. and Viking Corporation. Court advised it spoke with Commissioner Bulla regarding the discovery violations found, and that Commissioner Bulla kicked the Heat Defense. Upon Court's inquiry regarding the load on link testing, and Commissioner Bulla's ruling as to that portion being left up to this Court, Mr. Simon advised there's some new current load on link testing, and not a single document has been produced. Further, Commissioner Bulla said they're never using that new testing. As far as the heat defense she's striking that. As to the load on link defense, based on the UL testing that wasn't done, that issue was deferred to this Court. As to all fees and costs regarding the discovery violations, that was deferred to this Court. Argument by Mr. Simon in support of Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan. Opposition by Mr. Robinson. Court noted it would like to review Commissioner Bulla's findings that are not available in Odyssey yet, before ruling on this motion. Mr. Simon to submit Reply to Opposition by the end of the week. Representations by Mr. Parker requesting the Court continue the matter, advising he asked Mr. Simon for an extension on this hearing, as he just received the file last week and he hasn't seen the discovery. Further, counsel is still waiting on correspondence files from withdrawing counsel, and there may have been a mistake with the thumb drive and he hasn't received the written discovery. Upon Court's inquiry, the opposition was filed by the withdrawing counsel. Mr. Simon requested previous counsel be present. Colloquy regarding previous counsel. Mr. Parker advised if they get the substitution of counsel done, it should alleviate some of the Court's concerns. COURT ORDERED, matters CONTINUED to the date given. 11/14/17 9:30 A.M. Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only ;</i></p>
11/09/2017	<p> Motion to Reconsider (3:00 AM) (Judicial Officer: Jones, Tierra) 11/09/2017, 11/14/2017 <i>Status Check: Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel</i> Continued; Journal Entry Details: <i>Plaintiff's Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel Following a review of the papers and pleadings on file herein, COURT ORDERED a Status Check Hearing on November 14, 2017 at 9:30 a.m. 11/14/17 9:30 A.M. Status Check: Plaintiff's Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel ;</i></p>
11/14/2017	<p> All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Status Check: Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time APPEARANCES CONTINUED: Kenton Robinson Esq., for Supply Network Inc. and Viking Corporation. Mr. Polsenburg, present, pending counsel. Court noted Plaintiff had a motion on</i></p>

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the Court moved Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel form its chamber's calendar since all parties were here today. Further, the Court spoke with Discovery Commissioner Bulla and her recommendations from the last hearing in October should be out next week or the week after and those are the subject of the evidentiary hearing. Upon Court's inquiry, Mr. Simon advised counsel will need 3 full days for the hearing. Colloquy regarding Court's schedule and counsel's availability. Mr. Parker advised he would like to see the Giberti file and American Grating. Court noted counsel was to confer on this. Court directed counsel to meet Thursday or Friday. Further, if counsel has discovery issues, they can address those with Discovery Commissioner Bulla. COURT ORDERED, Evidentiary Hearing Set for 12-13-17, at 10:30 a.m., 12-14-17 and 12-15-17 at 9:00 a.m. Argument by Mr. Simon in support Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time. Argument in opposition by Mr. Robinson. COURT ORDERED, Ruling DEFERRED until the conclusion of the Evidentiary Hearing. Argument by Mr. Simon in support of Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only. Argument in Opposition by Mr. Parker. Court directed Mr. Parker to supplement the Opposition, by 11-22-17 at close of business. Further, Mr. Simon to file Reply to Opposition by 12-1-17 at close of business. and hearing set on 12-7-17 at 9:30 a.m. Further, Motion to Bifurcate to be heard on 12-7-17 at 9:30 a.m. As to Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel, Court noted it doesn't have Discovery Commissioner Bulla's Recommendations and the Evidentiary Hearing. Colloquy regarding the dispositive motion deadline, and outstanding depositions, Ms. Pancoast advised the parties moved all the deadlines and focusing on the 2-5-18 trial date and the close of discovery is January 1, 2018, based on the Motion to Continue trial. Further, counsel requested a order for Settlement Conference. Opposition by Mr. Simon. Court noted it will talk to Commissioner Bulla, and counsel can revisit the issue if something has changed. 12/07/17 9:00 a.m. Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Motion to Bifurcate 12-13-17 10:30 a.m. Evidentiary Hearing 12-14-17 9:00 a.m. Evidentiary Hearing 12-15-17 9:00 a.m. Evidentiary Hearing Ruling: Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel ;

11/14/2017	CANCELED All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Vacated</i>
11/16/2017	CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner Status Check: Compliance</i>
11/16/2017	CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
11/17/2017	Motion for Protective Order (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Non-Party Zurich American Insurance Company's Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, and Counter Motion to Compel Matter Continued; Case Settled</i>
11/17/2017	Motion to Stay (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Defts the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of Discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34(e) & Request for OST Matter Continued; Case Settled</i>
11/17/2017	Motion to Strike (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Defendants The Viking Corporation & Supply Network Inc's Motion to Strike Plaintiff's Untimely Disclosed Expert Crane Pomerantz & Request for OST Matter Continued; Case Settled</i>
11/17/2017	Opposition and Countermotion (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs' Opposition to Non-Party Zurich American Insurance Co.'s Motion for a Protective</i>

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	<p><i>Order, or in the Alternative to Quash Subpoenas and Counter Motion to Compel</i></p> <p>Matter Continued;</p> <p>Case Settled</p>
11/17/2017	<p>Motion to Compel (10:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery on OST</i></p> <p>Matter Continued;</p> <p>Case Settled</p>
11/17/2017	<p>Motion to Compel (10:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on OST</i></p> <p>Matter Continued;</p>
11/17/2017	<p> All Pending Motions (10:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Non-Party Zurich American Insurance Company's Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, and Counter Motion to Compel Defs the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of Discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34 (e) & Request for OST Defendants The Viking Corporation & Supply Network Inc's Motion to Strike Plaintiff's Untimely Disclosed Expert Crane Pomerantz & Request for OST Plaintiffs' Opposition to Non-Party Zurich American Insurance Co.'s Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter Motion to Compel Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery on OST Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on OST Kenton Robinson, Esquire, for Viking Corporation and Supply Network Inc. All counsel agreed to work together in good faith and requested to continue all Motions. COMMISSIONER RECOMMENDED, all matters CONTINUED to 12-1-17. 12-1-17 8:30 a.m. same as above;</i></p>
11/21/2017	<p> Motion for Determination of Good Faith Settlement (9:30 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement</i></p> <p>Granted; Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement</p> <p>Journal Entry Details:</p> <p><i>Colloquy regarding the motion being unopposed. COURT ORDERED, Motion for Good Faith Settlement, GRANTED. COURT FURTHER ORDERED, Third-Party Defendant, Giberti Construction, DISMISSED. Mr. Nunez to prepare the order. Upon Court's inquiry of settlement for the remaining parties, Ms. Ferrel advised the Court she would inform chambers if the case should settle.;</i></p>
12/07/2017	<p>CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Vacated - per Commissioner</i></p>
12/12/2017	<p> Motion for Determination of Good Faith Settlement (8:45 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement & Request for Order Shortening Time</i></p> <p>Granted; Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement & Request for Order Shortening Time</p> <p>Journal Entry Details:</p> <p><i>The Court noting there was no opposition. Mr. Parker indicated they intended to file an opposition however he and Mr. Simon were able to arrive at a settlement yesterday evening and he will be presenting his own motion for determination of good faith settlement shortly. Ms. Pancoast stated as part of the resolution that Lange's cross-claims against the Viking entities is also resolved. Mr. Parker stated the agreement with Mr. Simon would include Lange paying plaintiffs and dropping their cross-claims and requested that any order that is</i></p>

EIGHTH JUDICIAL DISTRICT COURT

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presented by Viking to include a dismissal of their cross-claims and in turn Lange will also do the same as part of our order. Mr. Simon placed the terms of the settlement on the record indicating there will be a mutual release, Lange will dismiss their cross-claims against Viking and that will also be a full and final settlement for Plaintiffs claims against Lange. COURT FINDS the settlement was made in good faith and ORDERED Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement is GRANTED. Viking's counsel to prepare the Order. Ms. Pancoast noted that the funds need to be tendered by December 21, 2017, and will be preparing a stipulation for all parties to sign. COURT FURTHER ORDERED all future hearings are VACATED and matter SET for Status Check regarding Settlement Documents. The Court will notify Commissioner Bulla that the future dates before the Commissioner have also been vacated. 1/23/18 9:30 AM STATUS CHECK: SETTLEMENT DOCUMENTS;

12/13/2017	CANCELED Evidentiary Hearing (10:30 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - per Judge</i>
12/21/2017	CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Judge</i>
12/21/2017	CANCELED Calendar Call (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - per Judge</i>
01/02/2018	CANCELED Calendar Call (9:00 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - Superseding Order</i>
01/08/2018	CANCELED Jury Trial (1:00 PM) (Judicial Officer: Jones, Tierra) <i>Vacated - per Judge</i>
01/09/2018	CANCELED Motion to Bifurcate (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - per Judge</i>
02/06/2018	Status Check: Settlement Documents (9:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard;
02/06/2018	Motion for Determination of Good Faith Settlement (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Plaintiffs' Joint Motion for Determination of Good Faith Settlement</i> Granted;
02/06/2018	Motion (9:30 AM) (Judicial Officer: Jones, Tierra) 02/06/2018, 02/08/2018, 02/20/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018 <i>Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time</i> Continued; Continued; Matter Continued; Decision Made; Continued; Continued; Matter Continued; Decision Made; Continued; Continued; Matter Continued; Decision Made; Continued; Continued; Matter Continued; Decision Made;
02/06/2018	Motion to Consolidate (9:30 AM) (Judicial Officer: Jones, Tierra)

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02/06/2018, 02/08/2018

Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time

Continued;

Granted;

Continued;

Granted;

02/06/2018



All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

Plaintiffs' Joint Motion for Determination of Good Faith Settlement...Status Check: Settlement Documents....Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time APPEARANCES CONTINUED: Mr. Parker Esq., present via Court Call, on behalf of Lange Plumbing. Robert Vannah Esq., and John Greene on behalf of Edgeworth Family Trust, and Peter Christiansen Esq., on behalf of Daniel Simon. There being no opposition, COURT ORDERED, Plaintiffs' Joint Motion for Determination of Good Faith Settlement, GRANTED. Upon Court's inquiry as to the settlement documents, Ms. Pancoast advised the checks were issued long ago from the Viking entities. Further counsel has a stipulation she brought today to get signatures to get Viking out. Further, Mr. Simon did sign a dismissal to get Viking out. However, they would like to get this wrapped up. Mr. Christensen advised the closing documents for Lange took some time. Further, they have been signed by the client yesterday, and provided to Mr. Simon. Mr. Vannah, advised they signed everything yesterday and the underlying case is about to be dismissed. Colloquy regarding stipulation. Mr. Parker advised the Good Faith Settlement determination as well as the stipulation they will be signing, include the resolution of all claims may of had amongst each other, as well as the cross-plaintiff's claims. All parties agreed. Further, Mr. Parker advised they do have their settlement check and he will have it sent over to Mr. Simon's office in exchange for the settlement documents. Court noted the stipulation can be signed when the check is exchanged. Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time, Following arguments by counsel, COURT ORDERED, matters CONTINUED to this Court's Chamber's calendar for Decision on the date given. Further, COURT ORDERED, matter set for status check on settlement documents on the date given. 02/08/18 (CHAMBERS) Decision: Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time 02/20/18 9:30 A.M. STATUS CHECK: SETTLEMENT DOCUMENTS ;

02/08/2018



All Pending Motions (3:00 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC Following review of the papers and pleadings on file herein and the arguments of counsel, COURT ORDERED, As to Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time is GRANTED, case A-18-767242-C is consolidated into A-16-738444-C. COURT FURTHER ORDERED, Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC is continued to the status check on February 20, 2018 at 9:30 a.m. 02/20/18 9:30 A.M. Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Mr. Parker Esq., at tparker@phalaw.net, Daniel Simon Esq., Clerk's office Attorney file folder for the Law office of Daniel S. Simon, emailed to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Janet Pancoast Esq., at janet.pancoast@zurichna.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com /tb;

02/20/2018

Status Check: Settlement Documents (9:30 AM) (Judicial Officer: Jones, Tierra)

02/20/2018



All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

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Journal Entry Details:

Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Status Check: Settlement Documents APPEARANCES CONTINUED: Janet Pancoast on behalf of Viking Corporation, Peter Christiansen on behalf of Law Office of Daniel Simon, PC, Robert Vannah and John Greene on behalf of the Edgeworth Family Trust Upon Court's inquiry, Mr. Simon advised the Edgeworth's signed the releases, Mr. Vannah and Mr. Greene did not sign, counsel has not signed yet, and Mr. Parker client still has not signed the release. Mr. Vannah, advised his office is not involved in the case. Colloquy regarding form and content. Mr. Vannah agreed to sign. Mr. Parker advised there's two releases and he brought the check for \$100,000.00 provided in open Court. Further, counsel will get it signed by Lange Plumbing and provide copies to all parties. Colloquy regarding Stip and Order for Dismissal and Order for Good Faith Settlement. Ms. Pancoast submitted Stip and Order for Dismissal and following review, Order SIGNED IN OPEN COURT. As to the Order for Good Faith Settlement, Court noted Mr. Parker can sign today in Court. As to Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Following arguments by counsel, COURT ORDERED, parties to do a MANDATORY SETTLEMENT CONFERENCE in regards to the lien. Further, Judge Williams as well as Judge Weiss has agreed to do the Settlement Conference. Argument by Mr. Parker in opposition. Argument by Mr. Vannah. Court directed counsel to get in touch with one of the Judge's that agreed to do the Settlement Conference. Colloquy regarding timeframes and discovery. COURT ORDERED, matter set for status check on settlement conference on the date given. Mr. Simon advised he's given the settlement check from Mr Parker, to Mr. Vannah, and he's going to have his clients sign and return so counsel can put it in the trust account. Court so noted. 04/03/18 8:30 A.M. STATUS CHECK: SETTLEMENT CONFERENCE.;

03/23/2018



Settlement Conference (1:00 PM) (Judicial Officer: Williams, Timothy C.)

MINUTES

Not Settled;

Journal Entry Details:

The above-referenced matter came on for a settlement conference with Judge Williams on March 23, 2018. The Plaintiffs, Edgeworthy Family Trust and American Grating, LLC, were present by and through attorneys Robert Vannah, Esq. and John Greene, Esq. The Defendant Daniel Simon was present and was represented by James R. Christensen Esq. Unfortunately, the parties were unable to resolve their differences and the case did not settle. The case is now referred back to the originating department for further handling. ;

04/03/2018

Motion to Dismiss (9:30 AM) (Judicial Officer: Jones, Tierra)

04/03/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018

Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b) (5)

Matter Continued;

Decision Made;

Matter Continued;

Decision Made;

04/03/2018

Status Check (9:30 AM) (Judicial Officer: Jones, Tierra)

Status Check: Settlement Conference

04/03/2018

Opposition and Countermotion (9:30 AM) (Judicial Officer: Jones, Tierra)

04/03/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018

Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)

Matter Continued;

Decision Made;

Matter Continued;

Decision Made;

04/03/2018

Opposition and Countermotion (9:30 AM) (Judicial Officer: Jones, Tierra)

04/03/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018

Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's

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Motion to Dismiss and Countermotion to Amend Complaint

Matter Continued;

Decision Made;

Matter Continued;

Decision Made;

04/03/2018

Motion to Dismiss (9:30 AM) (Judicial Officer: Jones, Tierra)

Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp; Order Shortening Time

Denied;

04/03/2018



All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

APPEARANCES CONTINUED: Robert Vannah, and Robert Greene, present. Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp; Order Shortening Time....Status Check: Settlement Conference...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint Following arguments by counsel, COURT ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp, DENIED. COURT FURTHER ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Set for Evidentiary Hearing on the dates as Follows: 05-29-18 11:00 a.m., 05-30-18, at 10:30 a.m., and 5-31-18 at 9:00 a.m. Court notes is will rule on the Motion to Dismiss at the conclusion of the hearing. COURT FURTHER ORDERED, Counsel to submit briefs by 5-18-18 and courtesy copy chambers. 05/29/18 11:00 A.M. EVIDENTIARY HEARING 05/30/18 10:30 A.M. CONTINUED EVIDENTIARY HEARING 05/31/18 9:00 A.M. CONTINUED EVIDENTIARY HEARING ;

05/29/2018

Evidentiary Hearing (9:30 AM) (Judicial Officer: Jones, Tierra)

05/29/2018, 08/27/2018-08/30/2018, 09/18/2018

Matter Continued;

Decision Made;

Matter Continued;

Decision Made;

05/29/2018



All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra)



Matter Heard;

Journal Entry Details:

EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME Robert D. Vannah, Esq., John B. Greene, Esq., present with regards to consolidated case A767242. Court noted a letter was received in chambers from Mr. Christiansen who is in trial and cannot do evidentiary hearing this week. Mr. Vannah stated counsel has had conversation and all agree in August would be a good date. Mr. Christensen stated he is not in the jurisdiction until the 13th of August. COURT ORDERED, motions CONTINUED and matter SET for evidentiary hearing. Mr. Vannah stated subpoena's have been done, clients available those dates and requested to have associate available that worked on file. Also, counsel would like billing person available as well. Mr. Simon stated Ms. White will be available. Mr. Simon inquired if Edgeworth representatives will be available. Mr. Vannah advised they will be present. Colloquy. 8/27/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT

CASE SUMMARY

CASE No. A-16-738444-C

	<p>PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME 8/28/18 11:00 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME 8/29/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME ;</p>
05/30/2018	<p>CANCELED Evidentiary Hearing (10:30 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - per Judge</i></p>
05/31/2018	<p>CANCELED Evidentiary Hearing (9:00 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - per Judge</i></p>
08/27/2018	<p>Motion to Dismiss (10:30 AM) (Judicial Officer: Jones, Tierra) 08/27/2018-08/30/2018, 09/18/2018 <i>Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)</i></p>
	<p>Decision Made;</p>
08/27/2018	<p>Motion to Dismiss (10:30 AM) (Judicial Officer: Jones, Tierra) 08/27/2018-08/30/2018, 09/18/2018 <i>Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP</i></p>
	<p>Decision Made;</p>
08/27/2018	<p> All Pending Motions (10:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust. Following arguments by counsel, COURT ORDERED, Mr. Vannah to produce his fee agreement, without notes, or conversations. Mr. Vannah provided copies to opposing counsel in OPEN COURT. As to the Attorney Lien: HEARING HELD: Testimony and exhibits presented. (See worksheets). COURT ADJOURNED.;</i></p>
08/28/2018	<p> All Pending Motions (11:00 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's</i></p>

CASE SUMMARY

CASE NO. A-16-738444-C

Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq., of behalf of Edgeworth Family Trust. Hearing Held: Continued testimony and exhibits presented. (See worksheets). Following testimony, COURT ADJOURNED.;

08/29/2018



All Pending Motions (10:30 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq., of behalf of Edgeworth Family Trust. HEARING CONTINUED: Testimony and exhibits presented. (See worksheets). COURT ORDERED, Ms. Ferrel and Mr. Simon to produce cell phone records only as to calls with regards to this case. Counsel agree that this can be heard on another day. Following testimony, of Mr. Simon, COURT ADJOURNED.;

08/29/2018

CANCELED All Pending Motions (10:30 AM) (Judicial Officer: Jones, Tierra)

Vacated

08/30/2018



All Pending Motions (9:00 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq., of behalf of Edgeworth Family Trust. Continued testimony and exhibits presented. (See worksheets). Following testimony of Mr. Kemp, Counsel called next witness Ms. Angela Edgeworth. Court noted there is not enough time to get through this witness today. Colloquy regarding re-setting the hearing. COURT ORDERED, hearing CONTINUED to the date given. COURT ADJOURNED. 09/18/18 11:00 A.M. HEARING CONTINUED;

09/18/2018



All Pending Motions (11:00 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

DEFENDANT DANIEL S. SIMON d/b/a SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON PC; ORDER SHORTENING TIME.... PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT.... PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN

CASE SUMMARY

CASE No. A-16-738444-C

GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE No. A767242)..... DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' COMPLAINT PURSUANT TO NRCP 12(b)(5)..... EVIDENTIARY HEARING... DEFENDANT DANIEL S. SIMON'S SPECIAL MOTION TO DISMISS THE AMENDED COMPLAINT: ANTI-SLAPP..... DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' AMENDED COMPLAINT PURSUANT TO NRCP 12(b)(5). Testimony and exhibits presented (see worksheet). COURT ORDERED, Counsel to submit Blind Closing arguments to the Court by Monday, 9/24/18 at 5:00 pm. FURTHER ORDERED, MOTIONS UNDER ADVISEMENT. The Court shall issue Minute Orders on the above Motions.;

11/15/2018



Motion to Amend (9:30 AM) (Judicial Officer: Jones, Tierra)

Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time

Matter Heard;

Journal Entry Details:

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust. Following arguments by counsel, Court advised it will issue a ruling from chambers by Monday, 11-19-18.;

11/16/2018



Decision (9:30 AM) (Judicial Officer: Jones, Tierra)

Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time

Minute Order - No Hearing Held;

Journal Entry Details:

Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time Following review of the papers and pleadings on file herein, and the arguments of counsel, COURT ORDERS, Motion to Amend and/or Motion for Reconsideration is Motion GRANTED IN PART, DENIED IN PART. The Court finds that the implied oral contact language in the Decision and Order on Motion to Dismiss pursuant to NRCP 12(b) (5) should be amended as the Court found, in the Decision and Order on Motion to Adjudicate Lien, that an implied contract existed based on past performance, but the Court found no oral nature of the contract. As such, the Court will issue an Amended Decision and Order for the Motion to Dismiss pursuant to NRCP 12(b)(5), under Rule 52, reflecting the implied contract . The Court further finds that the cost award in the Decision and Order on Motion to Adjudicate Lien should be clarified. The amended attorney lien asserted by Simon, in January of 2018, originally sought reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so there are no advance costs outstanding, as of the time of the Court s Decision and Order on Motion to Adjudicate Lien. As such, the Court will issue an Amended Decision and Order on Motion to Adjudicate Lien under Rule 52 reflecting the payment of advanced costs. The Court further finds that the Viking claim settled on or about December 1, 2017, and Viking s first settlement offer was made on November 15, 2017. As such, Finding of Fact #13, in the Court s Decision and Order on Motion to Adjudicate Lien will be amended, under Rule 52, to reflect the dates of December 1, 2017 and November 15, 2017. The Court further finds that there was sufficient evidence presented at the evidentiary hearing to support the Court s findings, regarding the determination of Simon s fees, in the Decision and Order on Motion to Adjudicate Lien. The Court further finds that its findings of fact were not clearly erroneous, regarding the determination of Simon s fees. As such, the fees will only be amended to reflect the subtraction of the outstanding costs. As such, the Motion to Amend the Court s findings, regarding the determination of Simon s fees, under Rule 52 is DENIED. CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com, and emailed to John Greene Esq., at jgreene@vannahlaw.com /tb ;

11/19/2018

CANCELED Decision (8:30 AM) (Judicial Officer: Jones, Tierra)

Vacated

Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time

11/29/2018

CANCELED Motion to Amend (3:00 AM) (Judicial Officer: Jones, Tierra)

Vacated - Duplicate Entry

CASE SUMMARY

CASE NO. A-16-738444-C

Motion to Amend Findings Under NRCP 52 and/or for Reconsideration

01/15/2019



Motion for Attorney Fees and Costs (9:30 AM) (Judicial Officer: Jones, Tierra)

01/15/2019, 01/17/2019

Decision

Matter Heard;

Granted in Part;

Journal Entry Details:

The Motion for Attorney s Fees is GRANTED in part, DENIED in part. The Court finds that the claim for conversion was not maintained on reasonable grounds, as the Court previously found that when the complaint was filed on January 4, 2018, Mr. Simon was not in possession of the settlement proceeds as the checks were not endorsed or deposited in the trust account. (Amended Decision and Order on Motion to Dismiss NRCP 12(b)(5)). As such, Mr. Simon could not have converted the Edgeworth s property. Further, the Court finds that the purpose of the evidentiary hearing was primarily for the Motion to Adjudicate Lien. It has been argued that the Court s statement of during the course of that evidentiary hearing, I will also rule on the Motion to Dismiss at the end of the close of evidence, because I think that evidence is interrelated (Motion Hearing April 3, 2018, pg. 18) should be construed to mean that the evidentiary hearing was for the Motions to Dismiss as well as the Motion to Adjudicate Lien. While the Court acknowledges said statement, during the same hearing, the Court also stated So in regards to the Motion to Adjudicate the Lien, we re going to set an evidentiary hearing to determine what Mr. Simon s remaining fees are. (Motion Hearing April 3, 2018, pg. 17). During that same hearing, it was made clear that the primary focus of the evidentiary hearing was to determine the amount of fees owed to Mr. Simon. So, the primary purpose of the evidentiary hearing was for the Motion to Adjudicate Lien. As such, the Motion for Attorney s Fees is GRANTED under 18.010(2)(b) as to the Conversion claim as it was not maintained upon reasonable grounds, since it was an impossibility for Mr. Simon to have converted the Edgeworth s property, at the time the lawsuit was filed. The Motion for Attorney s Fees is DENIED as it relates to the other claims. In considering the amount of attorney s fees and costs, the Court finds that the services of Mr. James Christensen, Esq. and Mr. Peter Christiansen, Esq. were obtained after the filing of the lawsuit against Mr. Simon, on January 4, 2018. However, they were also the attorneys in the evidentiary hearing on the Motion to Adjudicate Lien, which this Court has found was primarily for the purpose of adjudicating the lien asserted by Mr. Simon. Further, the Motion to Consolidate The Court further finds that the costs of Mr. Will Kemp Esq. were solely for the purpose of the Motion to Adjudicate Lien filed by Mr. Simon, but the costs of Mr. David Clark Esq. were solely for the purposes of defending the lawsuit filed against Mr. Simon by the Edgeworths. As such, the Court has considered all of the factors pertinent to attorney s fees and attorney s fees are GRANTED in the amount of \$50,000.00 and costs are GRANTED in the amount of \$5,000.00. ;

Matter Heard;

Granted in Part;

Journal Entry Details:

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and John Greene Esq. of behalf of Edgeworth Family Trust. Following arguments by counsel, COURT ORDERED, matter CONTINUED for Decision of the date given. 01/18/19 (CHAMBERS) DECISION: Motion for Attorney Fees and Costs ;

02/05/2019



Motion (9:30 AM) (Judicial Officer: Jones, Tierra)

Plaintiffs' Motion For An Order Directing Simon To Release Plaintiffs' Funds

Denied;

Journal Entry Details:

APPEARANCES CONTINUED: Mr. Peter Christiansen Esq., present on behalf of Daniel Simon, robert Vannah Esq., and Brandonn Grossman Esq., on behalf of Edgeworth Family Trust. Following arguments by counsel. COURT ORDERED, Motion DENIED. This Court does not have Jurisdiction as this case has been bean appealed to the Supreme Court, and the a main issue is the funds. Plaintiff's counsel to prepare the order and submit to opposing counsel for review before submission to the Court.;

02/09/2021



Minute Order (3:00 AM) (Judicial Officer: Allf, Nancy)

Minute Order - No Hearing Held;

Journal Entry Details:

COURT FINDS after review that this case was originally in Department 10. COURT FURTHER FINDS that on September 8, 2020, this case was reassigned to Dept 3 from Dept

CASE SUMMARY

CASE NO. A-16-738444-C

10. COURT FURTHER FINDS that an appeal was filed with the Supreme Court of Nevada. COURT FURTHER FINDS that the issue on appeal was heard before Judge Tierra Jones, Department 10. COURT FURTHER FINDS that on December 30, 2020, the Supreme Court affirmed in part, denied in part and remanded the case. COURT FURTHER FINDS that findings are required relating to a five-day evidentiary hearing that Judge Tierra Jones presided over. THEREFORE COURT ORDERS for good cause appearing and after review that the case is hereby reassigned back to Department 10. ;

04/15/2021

Motion For Reconsideration (3:00 AM) (Judicial Officer: Jones, Tierra)

Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien
Denied;

04/15/2021

Opposition and Countermotion (3:00 AM) (Judicial Officer: Jones, Tierra)

Defendant Daniel S. Simon's Opposition to Motion to Reconsider and Request for Sanctions; Counter Motion to Adjudicate Lien on Remand
Granted;

04/15/2021



Minute Order (3:00 AM) (Judicial Officer: Jones, Tierra)

Minute Order - No Hearing Held;

Journal Entry Details:

Following review of the papers and pleadings on file herein, COURT ORDERED, Defendant s Motion for Reconsideration Regarding Court s Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The COURT FURTHER ORDERED that the Request for Sanctions is DENIED; and the Countermotion to Adjudicate Lien on Remand is GRANTED and that the reasonable fee due to the Law Office of Daniel Simon is \$ 556,577.43, which includes outstanding costs. This Court s Order, filed on November 19, 2018, and the order filed on February 8, 2019 were affirmed by the Nevada Supreme Court in most respects. The Nevada Supreme Court ordered a limited remand for the purpose of the quantum meruit fee award imposed by the Court. There was a Petition for Hearing filed by the Edgeworths, in the Nevada Supreme Court, and the petition was accepted after the remand was issued. This Court then issued a Second Amended Decision and Order on Motion to Adjudicate Lien, in compliance with the Nevada Supreme Court remand, on March 16, 2021. The Nevada Supreme Court denied the Edgeworth s Motion for Rehearing on March 18, 2021. The Nevada Supreme Court affirmed this Court s finding that the conversion was impossible. As such, that is the law of the case and will not be disturbed by a Motion to Reconsider absent (1) newly discovered evidence; (2) the court committing clear error on the initial decision and it was manifestly unjust; or (3) there is an intervening change in the controlling law. The COURT FINDS that neither of the three reasons for reconsideration are present in the instant case, making the previous rulings by this Court the law of the case. As such, Defendant s Motion for Reconsideration Regarding Court s Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The Countermotion to Adjudicate Lien on Remand is GRANTED and the COURT FINDS that the reasonable fee due to the Law Office of Daniel Simon is \$556,577.43, which includes outstanding costs. The Court will issue a Third Amended Decision and Order on Motion to Adjudicate Lien, to address any jurisdictional issues, in accordance with the remand from the Nevada Supreme Court. Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb ;

05/27/2021

Motion (9:30 AM) (Judicial Officer: Jones, Tierra)

Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien
Granted in Part;

05/27/2021

Motion for Order (9:30 AM) (Judicial Officer: Jones, Tierra)

Edgeworth's Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File
Denied;

CASE SUMMARY

CASE NO. A-16-738444-C

05/27/2021	<p>Opposition and Countermotion (9:30 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Opposition to Second Motion to Reconsider; Counter Motion to Adjudicate Lien on Remand Denied;</i></p>
05/27/2021	<p> All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>APPEARANCES CONTINUED: Parties present via video, through bluejeans technology. Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien...Edgeworth's Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File...Opposition to Second Motion to Reconsider; Counter Motion to Adjudicate Lien on Remand Hearing held. Following arguments by counsel, COURT ORDERED, this Court will issue a minute order. ;</i></p>
06/03/2021	<p> Minute Order (2:00 PM) (Judicial Officer: Jones, Tierra)</p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>Following review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Plaintiff's Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The COURT FURTHER ORDERED that Plaintiff's 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 is GRANTED IN PART and DENIED IN PART. The COURT is GRANTING the Motion regarding the appropriate costs to be assessed for the work of David Clark, and the Court further GRANTS the refiling of the Order regarding fees and costs. However, the Second Amended Decision and Order Granting in Part and Denying in Part, Simon's Motion for Attorney's Fees and Costs that was filed on May 24, 2021 addresses this issue. As such, there is no need for an additional order relating to costs. The COURT is DENYING the Renewed Motion for Reconsideration of the Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs as it relates to attorney's fees. However, the Court would note that the proper order for reconsideration is the Amended Decision and Order Granting in Part and Denying in Part, Simon's Motion for Attorney's Fees and Costs and not the Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs. Following a review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Simon's Countermotion to Adjudicate Lien on Remand is DENIED. Following a review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Edgeworth's Motion for Order Releasing Client Funds and Requiring the Production of Complete File is DENIED. The COURT FINDS that the Motion is premature regarding the releasing of client funds as the litigation in this case is still ongoing at this time, as the Court has not issued a final order in this matter and the time for appeal has not run. As for the transfer of the trust, the COURT FURTHER 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. The COURT FURTHER FINDS that the issue of requiring the production of the complete file is DENIED as it is prevented by the Non-Disclosure Agreement (NDA). Counsel for Simon is ordered to prepare orders consistent with this minute order within 10 days of the filing of this minute order, submit said orders to Edgeworth's counsel for signature, and submit said orders to the Court for signature within 20 days of the filing of this minute order. Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb ;</i></p>
07/29/2021	<p> Motion For Reconsideration (3:00 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Edgeworths Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File and Motion to Stay Execution of Judgments Pending Appeal</i></p> <p>Denied;</p> <p>Journal Entry Details:</p> <p><i>Following review of the papers and pleadings on file herein, COURT ORDERED, Edgeworth's Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and</i></p>

CASE SUMMARY


CASE NO. A-16-738444-C

Requiring Production of Complete Client File and Motion to Stay Execution is DENIED. The COURT FINDS that the Edgeworth s have failed to demonstrate any error of law or any new facts, as required for reconsideration. The COURT FURTHER FINDS that there is no basis to reconsider the funds order. The COURT FURTHER FINDS that the excessive security agreement does not apply to the instant case. The COURT FURTHER FINDS that there is no basis to reconsider the bilateral agreement finding. The COURT FURTHER FINDS that there is no basis to reconsider the order regarding the client file. The COURT FURTHER FINDS that the Motion to Stay Execution is premature. As such, the Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring Production of Complete Client File and Motion to Stay Execution is DENIED. Counsel for Defendant is to prepare an Order consistent with this Court s order and submit it to the Court for signature within ten (10) days of the date of this order. Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb ;

11/03/2022 **CANCELED Motion** (10:30 AM) (Judicial Officer: Wiese, Jerry A.)

Vacated - Set in Error

Edgeworths' Motion to Exonerate Cost Bond

11/08/2022  **Motion to Retax** (9:00 AM) (Judicial Officer: Jones, Tierra)

Under Advisement;

Journal Entry Details:

Following arguments by counsel, COURT ORDERED, the Court will issue a written decision following the Court's ruling on the matters on this Court's Chambers Calendar, tomorrow.;

11/09/2022 **Motion to Exonerate** (3:00 AM) (Judicial Officer: Jones, Tierra)

Motion to Exonerate Cost Bond

11/09/2022 **Motion** (3:00 AM) (Judicial Officer: Jones, Tierra)


Verified Application to Tax Costs on Appeal

11/09/2022 **Motion to Retax** (3:00 AM) (Judicial Officer: Jones, Tierra)

Decision: Motion to Retax

11/15/2022 **Motion for Order to Show Cause** (9:00 AM) (Judicial Officer: Jones, Tierra)

*Edgeworth's Motion for Order to Show Cause Why Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held in Contempt and Ex Parte Application to Consider Same on OST Hearing Requested
Matter Heard;*

11/29/2022  **Minute Order** (10:00 AM) (Judicial Officer: Jones, Tierra)

Minute Order - No Hearing Held;





Journal Entry Details:

- Following review of the papers and pleadings on file herein, and considering the arguments of counsel, COURT ORDERS, under NRS 18.110, the party seeking costs must file a memorandum of the items of the costs, and the memorandum must be verified by the oath of the party, and the adverse party may move the court to retax and settle the costs. Nev. Rev. Stat. 18.110(4). Here, the Edgeworths filed a Verified Application to Tax Costs on Appeal on October 6, 2022. Simon responded to the application with a Motion to Retax per NRS 18.110 (4) that was filed on October 10, 2022 and an Opposition to Edgeworth s Verified Application to Tax Costs on Appeal that was filed on October 19, 2022. The Edgeworths filed an Opposition to the Motion to Retax Costs on Appeal on October 28, 2022. Simon filed a Reply in Support of Motion to Retax costs on November 1, 2022. The Edgeworth s Verified Application to Tax Costs on Appeal and Simon s Motion to Retax Costs is GRANTED IN PART, DENIED IN PART. The COURT FINDS that the Supreme Court issued an Order Vacating Judgment and Remanding in case numbers 83258 and 83260 in the same order, indicating that the consolidated cases were considered as one case. Further, district court case A-18-767242-C had been dismissed by the district court, and said dismissal had been upheld on appeal. As such, the second filing fee for A-18-767242-C is not reasonable and not recoverable. The COURT FURTHER FINDS that the copy charges has satisfied the requirements of The Cadle Co., v. Woods & Erickson, 131 Nev. 114 (2015); Bobby Berosini v. PETA, 114 Nev. 1348 (1999); and Gibellini v. Klindt, 110 Nev. 1201 (1994). The charges for preparation of the appendix are reasonable and recoverable under NRAP 39(e)(3). As such, the Edgeworths are entitled to \$250.00 for the costs of appeal filing fees and \$183.99 for the preparation of the

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-16-738444-C

	<p>appendix. Edgeworth s counsel is ordered to prepare and order consistent with this Court s order and submit it to the Court within ten days of the filing of this order. CLERK'S NOTE: A copy of this minute order has been served to all registered parties via Odyssey File and Serve. // tb ;</p>
11/29/2022	<p> Minute Order (10:00 AM) (Judicial Officer: Jones, Tierra)</p> <p>Minute Order - No Hearing Held; Journal Entry Details: <i>The Edgeworth s Motion to Exonerate Cost Bond is GRANTED as a Notice of No Opposition to Edgeworth s Motion to Exonerate Cost Bond was filed on October 18, 2022. CLERK'S NOTE: A copy of this minute order has been served to all registered parties via Odyssey File and Serve. // tb ;</i></p>
11/29/2022	<p> Minute Order (10:00 AM) (Judicial Officer: Jones, Tierra)</p> <p>Minute Order - No Hearing Held; Journal Entry Details: <i>Following review of the papers and pleadings on file herein, and considering the arguments of counsel, COURT ORDERS Edgeworth s Motion for Order to Show Cause Why Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held in Contempt is DENIED. The COURT FINDS that Simon has provided the Edgeworths with a CD of email, three external drives, multiple copies of documents, videos, cell phone records, tangible evidence, and newly created file indexes. While the Edgeworths argue that they are missing documents, there has been no evidence presented to demonstrate the specific documents that are missing from the file production. As such, the Court is unable to determine the extent, if any missing documents. Without said specifics, the Court cannot find that Daniel Simon is in contempt of this Court s order. Any specific requests for production of missing items from the file can be made directly to Simon s counsel. As such, the Motion For Order to Show Cause Why Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held in Contempt is DENIED. Counsel for Daniel Simon is ordered to prepare and Order consistent with this Court s order and submit it to the Court within ten days of the filing of this Court s Order. CLERK'S NOTE: A copy of this minute order has been served to all registered parties via Odyssey File and Serve. // tb ;</i></p>
03/21/2023	<p> Motion (9:00 AM) (Judicial Officer: Jones, Tierra)</p> <p>Events: 02/09/2023 Motion <i>Motion for Adjudication Following Remand</i> Deferred Ruling: Motion for Adjudication Following Remand Journal Entry Details: <i>COURT STATED there was nothing pending with the Supreme Court. Mr. Christensen confirmed the representations. Mr. Christensen stated the proceedings before the Supreme Court was prolonged, and there is a need to create another order with regards to the quantum merit issue. Mr. Christensen requested a new order be issued, or an additional section be added on to the existing order. Mr. Morris argued the Supreme Court stated the record that was before this Court and the Supreme Court, that they couldn't determine what this Court had considered for the \$200,000.00 quantum merit award. Further arguments by counsel. COURT ADVISED they will issue a written order.;</i></p>
03/27/2023	<p> Minute Order (3:00 AM) (Judicial Officer: Jones, Tierra)</p> <p>Minute Order - No Hearing Held; Journal Entry Details: <i>Following review of the papers and pleadings on file herein, and the arguments of counsel, the COURT ORDERS the Motion for Adjudication Following Remand is GRANTED IN PART. The COURT FINDS that this Court lacked jurisdiction to issue the Fourth Amended Decision and Order on Motion to Adjudicate Lien on September 27, 2022 because the Nevada Supreme Court Remittitur had not issued. The COURT FURTHER FINDS that there was ample foundation for the quantum meruit award of \$200,000.00. As such, the Court s Fifth Amended Decision and Order on Motion to Adjudicate Lien will issue. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, TM, to all registered parties for Odyssey File & Serve. tm//03/27/23;</i></p>

DATE

FINANCIAL INFORMATION

Plaintiff American Grating LLC
Total Charges

30.00

CASE SUMMARY**CASE NO. A-16-738444-C**

Total Payments and Credits	30.00
Balance Due as of 5/25/2023	0.00
Counter Claimant Giberti Construction Llc	
Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 5/25/2023	0.00
Counter Defendant Supply Network Inc	
Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 5/25/2023	0.00
Counter Defendant Viking Corporation	
Total Charges	358.00
Total Payments and Credits	358.00
Balance Due as of 5/25/2023	0.00
Defendant Lange Plumbing, L.L.C.	
Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 5/25/2023	0.00
Plaintiff Edgeworth Family Trust	
Total Charges	1,217.00
Total Payments and Credits	1,217.00
Balance Due as of 5/25/2023	0.00
Defendant Simon, Daniel S	
Appeal Bond Balance as of 5/25/2023	500.00
Plaintiff Edgeworth Family Trust	
Appeal Bond Balance as of 5/25/2023	1,000.00
Plaintiff Edgeworth Family Trust	
Appeal Bond Balance as of 5/25/2023	500.00

DISTRICT COURT CIVIL COVER SHEET

County, Nevada
Case No. _____
(Assigned by Clerk's Office)

A - 1 6 7 3 8 4 4 4 - C
X

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): <div style="text-align: center;">EDGEWORTH FAMILY TRUST</div>	Defendant(s) (name/address/phone): <div style="text-align: center;">LANGE PLUMBING, L.L.C. VIKING AUTOMATIC SPRINKLER CO.</div>
Attorney (name/address/phone): <div style="text-align: center;">Daniel S. Simon 702-364-1650 810 S. Casino Center Blvd., LV, NV 89101</div>	Attorney (name/address/phone):

II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input checked="" type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant </div> <div> <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ </div> </div>		Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

6-14-16

Date

Signature of initiating party or representative

See other side for family-related case filings.

1 **ORD**

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3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

6 EDGEWORTH FAMILY TRUST; and
7 AMERICAN GRATING, LLC,

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: X

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

14 Defendants.

15 EDGEWORTH FAMILY TRUST; and
16 AMERICAN GRATING, LLC,

17 Plaintiffs,

18 vs.

19 DANIEL S. SIMON; THE LAW OFFICE OF
20 DANIEL S. SIMON, a Professional Corporation
d/b/a SIMON LAW; DOES 1 through 10; and,
ROE entities 1 through 10;

21 Defendants.

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

FIFTH AMENDED DECISION AND
ORDER ON MOTION TO ADJUDICATE
LIEN

22
23 **FIFTH AMENDED DECISION AND ORDER ON MOTION TO**
24 **ADJUDICATE LIEN**

25 This case came on for an evidentiary hearing August 27-30, 2018 and concluded on
26 September 18, 2018, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable
27 Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon
28 d/b/a Simon Law (“Defendants” or “Law Office” or “Simon” or “Mr. Simon”) having appeared in

1 person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James
2 Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, (“Plaintiff” or
3 “Edgeworths”) having appeared through Brian and Angela Edgeworth, and by and through their
4 attorneys of record, the law firm of Vannah and Vannah, Chtd. Robert Vannah, Esq. and John
5 Greene, Esq. The Court having considered the evidence, arguments of counsel and being fully
6 advised of the matters herein, the **COURT FINDS:**

7 8 **FINDINGS OF FACT**

9 1. The Court finds that the Law Office of Daniel S. Simon represented the Plaintiffs,
10 Edgeworth Family Trust and American Grating in the case entitled Edgeworth Family Trust and
11 American Grating v. Viking, et al., case number A-16-738444-C. The representation commenced on
12 May 27, 2016 when Brian Edgeworth and Daniel Simon Esq. met at Starbucks. This representation
13 originally began as a favor between friends and there was no discussion of fees, at this point. Mr.
14 Simon and his wife were close family friends with Brian and Angela Edgeworth.

15 2. The case involved a complex products liability issue.

16 3. On April 10, 2016, a house the Edgeworths were building as a speculation home
17 suffered a flood. The house was still under construction and the flood caused a delay. The
18 Edgeworths did not carry loss insurance if a flood occurred and the plumbing company and
19 manufacturer refused to pay for the property damage. A fire sprinkler installed by the plumber, and
20 within the plumber’s scope of work, caused the flood; however, the plumber asserted the fire
21 sprinkler was defective and refused to repair or to pay for repairs. The manufacturer of the sprinkler,
22 Viking, et al., also denied any wrongdoing.

23 4. In May of 2016, Mr. Simon agreed to help his friend with the flood claim and to send
24 a few letters. The parties initially hoped that Simon drafting a few letters to the responsible parties
25 could resolve the matter. Simon wrote the letters to the responsible parties, but the matter did not
26 resolve. Since the matter was not resolved, a lawsuit had to be filed.

27 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and
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1 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,
2 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately
3 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")
4 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

5 6. On August 9, 2017, Mr. Simon and Brian Edgeworth traveled to San Diego to meet
6 with an expert. As they were in the airport waiting for a return flight, they discussed the case, and
7 had some discussion about payments and financials. No express fee agreement was reached during
8 the meeting. On August 22, 2017, Brian Edgeworth sent an email to Simon entitled "Contingency."
9 It reads as follows:

10
11 We never really had a structured discussion about how this might be done.
12 I am more than happy to keep paying hourly but if we are going for punitive
13 we should probably explore a hybrid of hourly on the claim and then some
14 other structure that incents both of us to win and go after the appeal that these
15 scumbags will file etc.
16 Obviously that could not have been done earlier since who would have
17 thought this case would meet the hurdle of punitive at the start.
18 I could also swing hourly for the whole case (unless I am off what this is
19 going to cost). I would likely borrow another \$450K from Margaret in 250
20 and 200 increments and then either I could use one of the house sales for cash
21 or if things get really bad, I still have a couple million in bitcoin I could sell.
22 I doubt we will get Kinsale to settle for enough to really finance this since I
23 would have to pay the first \$750,000 or so back to Colin and Margaret and
24 why would Kinsale settle for \$1MM when their exposure is only \$1MM?

25 (Def. Exhibit 27).

26 7. During the litigation, Simon sent four (4) invoices to the Edgeworths. The first
27 invoice was sent on December 2, 2016, seven (7) months after the original meeting at Starbucks.
28 This invoice indicated that it was for attorney's fees and costs through November 11, 2016. (Def.
Exhibit 8). The total of this invoice was \$42,564.95 and was billed at a "reduced" rate of \$550 per
hour. Id. The invoice was paid by the Edgeworths on December 16, 2016.

8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and
costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per

1 hour. (Def. Exhibit 9). This invoice was paid by the Edgeworths on May 3, 2017. There was no
2 indication on the first two invoices if the services were those of Mr. Simon or his associates; but the
3 bills indicated an hourly rate of \$550.00 per hour.

4 9. A third invoice was sent to the Edgeworths on July 28, 2017 for attorney's fees and
5 costs through July 28, 2017 totaling of \$142,080.20. (Def. Exhibit 10). This bill identified services
6 of Daniel Simon Esq. for a "reduced" rate of \$550 per hour totaling \$104,021.20; and services of
7 Ashley Ferrel Esq. for a "reduced" rate of \$275 per hour totaling \$37,959.00. Id. This invoice was
8 paid by the Edgeworths on August 16, 2017.

9 10. The fourth invoice was sent to the Edgeworths on September 19, 2017 in an amount
10 of \$255,186.25 for attorney's fees and costs; with \$191,317.50 being calculated at a "reduced" rate
11 of \$550 per hour for Daniel Simon Esq., \$60,981.25 being calculated at a "reduced" rate of \$275 per
12 hour for Ashley Ferrel Esq., and \$2,887.50 being calculated at a "reduced" rate of \$275 per hour for
13 Benjamin Miller Esq. (Def. Exhibit 11). This invoice was paid by the Edgeworths on September
14 25, 2017.

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

19 12. Between June 2016 and December 2017, there was a tremendous amount of work
20 done in the litigation of this case. There were several motions and oppositions filed, several
21 depositions taken, and several hearings held in the case.

22 13. On the evening of November 15, 2017, the Edgeworth's received the first settlement
23 offer for their claims against the Viking Corporation ("Viking"). However, the claims were not
24 settled until on or about December 1, 2017.

25 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon asking for the
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27 ¹ \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for the services of Ashley Ferrel; and
28 \$2,887.50 for the services of Benjamin Miller.

1 open invoice. The email stated: "I know I have an open invoice that you were going to give me at
2 mediation a couple weeks ago and then did not leave with me. Could someone in your office send
3 Peter (copied here) any invoices that are unpaid please?" (Def. Exhibit 38).

4 15. On November 17, 2017, Simon scheduled an appointment for the Edgeworths to
5 come to his office to discuss the litigation.

6 16. On November 27, 2017, Simon sent a letter with an attached retainer agreement,
7 stating that the fee for legal services would be \$1,500,000 for services rendered to date. (Plaintiff's
8 Exhibit 4).

9 17. On November 29, 2017, the Edgeworths met with the Law Office of Vannah &
10 Vannah and signed a retainer agreement. (Def. Exhibit 90). On this date, they ceased all
11 communications with Mr. Simon.

12 18. On the morning of November 30, 2017, Simon received a letter advising him that the
13 Edgeworths had retained the Vannah Law Firm to assist in the litigation with the Viking entities,
14 et.al. The letter read as follows:

15 "Please let this letter serve to advise you that I've retained Robert D. Vannah,
16 Esq. and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation
17 with the Viking entities, et.al. I'm instructing you to cooperate with them in
18 every regard concerning the litigation and any settlement. I'm also instructing
19 you to give them complete access to the file and allow them to review
20 whatever documents they request to review. Finally, I direct you to allow
21 them to participate without limitation in any proceeding concerning our case,
22 whether it be at depositions, court hearings, discussions, etc."

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 Consent to Settle their claims against
9 Lange Plumbing LLC for \$100,000.

10 24. On January 4, 2018, the Edgeworth Family Trust filed a lawsuit against Simon in
11 Edgeworth Family Trust; American Grating LLC vs. Daniel S. Simon, the Law Office of Daniel S.
12 Simon, a Professional Corporation, case number A-18-767242-C.

13 25. On January 24, 2018, the Law Office of Danny Simon filed a Motion to Adjudicate
14 Lien with an attached invoice for legal services rendered. The amount of the invoice was
15 \$692,120.00. The Court set an evidentiary hearing to adjudicate the lien.

16 26. On November 19, 2018, the Court entered a Decision and Order on Motion to
17 Adjudicate Lien.

18 27. On December 7, 2018, the Edgeworths filed a Notice of Appeal.

19 28. On February 8, 2019, the Court entered a Decision and Order Granting in Part and
20 Denying in Part, Simon's Motion for Attorney's Fees and Costs.

21 29. On February 15, 2019, the Edgeworths filed a second Notice of Appeal and Simon
22 filed a cross appeal, and Simon filed a writ petition on October 17, 2019.

23 30. On December 30, 2020, the Supreme Court issued an order affirming this Court's
24 findings in most respects.

25 31. On January 15, 2021, the Edgeworths filed a Petition for Rehearing.

26 32. On March 16, 2021, this Court issued a Second Amended Decision and Order on
27 Motion to Adjudicate Lien.

1 33. On March 18, 2021, the Nevada Supreme Court denied the Motion for Rehearing.

2 34. On March 30, 2021, the Edgeworths filed a Motion for Reconsideration Regarding
3 Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for
4 Attorney's Fees and Costs and Second Amended Decision and order on Motion to Adjudicate Lien.

5 35. On April 13, 2021, the Nevada Supreme Court issued a Remittitur ordering that the
6 judgment of the district court was AFFIRMED in part and VACATED in part AND REMANDING
7 the matter for proceedings consistent with the order.

8 36. Also on April 13, 2021, Daniel Simon filed an Opposition to Motion to Reconsider
9 and Request for Sanctions; Countermotion to Adjudicate Lien on Remand.

10 37. On April 15, 2021, the Court issued a Minute Order denying the Defendant's Motion
11 for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying
12 in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on
13 Motion to Adjudicate Lien. The Court also denied the Request for Sanctions. The Court granted the
14 Countermotion to Adjudicate Lien on Remand.

15 38. On April 28, 2021, the Court filed a Third Amended Decision and Order on Motion
16 to Adjudicate Lien, in accordance with the Supreme Court's Remand Order from April 13, 2021 and
17 in response to the Court's order of April 15, 2021,

18 39. On May 3, 2021, the Edgeworths filed a Renewed Motion for Reconsideration of
19 Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for
20 Attorney's Fees and Costs; and Motion for Reconsideration of Third Amended Decision and Order
21 on Motion to Adjudicate Lien.

22 40. On May 13, 2021, the Edgeworths filed a Motion for Order Releasing Client funds
23 and Requiring Production of Complete Client File.

24 41. Also on May 13, 2021, Daniel Simon filed an Opposition to the Second Motion to
25 Reconsider; Countermotion to Adjudicate Lien on Remand.

26 42. On May 20, 2021, Daniel Simon filed an Opposition to Edgeworth's Motion for
27 Order Releasing Client Funds and Requiring Production of File.

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1 43. Also on May 20, 2021, the Edgeworths filed a Reply ISO Plaintiff's Renewed Motion
2 for Reconsideration of Amended Decision and Order Granting in Part Simon's Motion for
3 Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order
4 on Motion to Adjudicate Lien.

5 44. On May 21, 2021, the Edgeworths filed a Reply in Support of Motion for Order
6 Releasing Client Funds and Requiring the Production of Complete Client File.

7 45. On May 24, 2021, the Court issued a Second Amended Decision and Order Granting
8 in Part and Denying in Part, Simon's Motion for Attorney's Fees and Costs.

9 46. On May 27, 2021, the Court held a hearing on the Motion to Reconsider and
10 Countermotion to Adjudicate Lien on Remand.

11 47. Following the hearing, on June 3, 2021, the Court issued a minute order denying
12 Plaintiff's Motion for Reconsideration of Third Amended Decision and Order on Motion to
13 Adjudicate Lien. The Court granted in part, and denied in part, Plaintiff's Renewed Motion for
14 Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part
15 Simon's Motion for Attorney's Fees and Costs. The court also denied the Edgeworth's Motion for
16 Order Releasing Client Funds and Requiring Production of Complete File.

17 48. On June 17, 2021, the Court issued a Decision and Order Denying Plaintiff's
18 Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to
19 Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand.

20 49. On July 1, 2021, the Edgeworths filed a Motion for Reconsideration of Order on
21 Motion for Order Releasing Client Funds and Requiring the Production of Complete File and
22 Motion to Stay Execution of Judgments Pending Appeal.

23 50. On July 15, 2021, Daniel Simon filed an Opposition to Third Motion to Reconsider.

24 51. On July 17, 2021, the Edgeworths filed a Reply in Support of Edgeworth's Motion
25 for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the
26 Production of Complete Client File and Motion to Stay Execution of Judgments Pending Appeal.

27 52. On July 29, 2021, the Court issued a minute order denying Edgeworth's Motion for
28

1 Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring Production of
2 Complete Client File and Motion to Stay Execution.

3 53. On September 16, 2022, the Supreme Court Issued an Order Vacating Judgment and
4 Remanding the case to this Court for proceedings consistent with the order.

5 54. On September 27, 2022, the Court issued its Fourth Amended Decision and Order on
6 Motion to Adjudicate Lien.

7 55. On October 16, 2022, the Edgeworths filed a Verified Application to Retax Costs on
8 Appeal and a Motion to Exonerate Cost Bond.

9 56. On October 10, 2022, Daniel Simon filed a Motion to Retax Costs.

10 57. On October 18, 2022, Daniel Simon filed a Notice of Non Opposition to the
11 Edgeworth's Motion to Exonerate Cost Bond.

12 58. On October 19, 2022, Daniel Simon filed an Opposition to Edgeworth's Verified
13 Application to Tax Costs on Appeal.

14 59. On October 28, 2022, the Edgeworths filed an Opposition to Simon's Motion to
15 Retax Costs on Appeal.

16 60. On October 31, 2022, the Nevada Supreme Court issued an Order Denying the
17 Edgeworth's request for Rehearing.

18 61. On November 1, 2022, Daniel Simon filed a Reply to the Motion to Retax Costs.

19 62. On November 4, 2022, the Edgeworths filed a Motion for Order to Show Cause Why
20 Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held in Contempt and Ex Parte
21 Application to Consider Same on OST.

22 63. On November 8, 2022, the Court held a hearing on Daniel Simon's Motion to Retax
23 and the matter was taken under advisement.

24 64. On November 14, 2022, Daniel Simon filed an Opposition to Edgeworth's Motion for
25 Order to Show Cause on OST.

26 65. Also on November 14, 2022, the Edgeworth's filed a Reply ISO Motion for Order to
27 Show Cause Why Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held In
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1 Contempt.

2 66. On November 16, 2022, the Nevada Supreme Court filed an Order Denying Daniel
3 Simon's Petition for Writ of Prohibition or Mandamus.

4 67. On November 28, 2022 the Nevada Supreme Court issued a Remittitur regarding its
5 ruling from September 16, 2022.

6 68. On November 29, 2022, the Court issued a minute order denying in part and granting
7 in part, the Edgeworth's Verified Application to Tax Costs on Appeal and Simon's Motion to Retax
8 Costs. The Court also granted the Edgeworth's Motion to Exonerate Cost Bond and denied the
9 Edgeworth's Motion for Order to Show Cause Why Daniel Simon and the Law Firm of Daniel S.
10 Simon Should Not Be Held in Contempt.

11 69. On December 20, 2022, the Nevada Supreme Court issued an Order Denying Daniel
12 Simon's request for Rehearing and the Remittitur issued on January 17, 2023.

13 70. On February 9, 2023, Daniel Simon filed a Motion for Adjudication Following
14 Remand.

15 71. On February 23, 2023, the Edgeworths filed a Response to Motion for Adjudication
16 Following Remand.

17 72. On March 14, 2023, Daniel Simon filed a Reply in Support of Motion for
18 Adjudication Following Remand.

19 73. On March 21, 2023, the Court held a hearing on the Motion for Adjudication
20 Following Remand.

21 74. The Court finds that this Court lacked jurisdiction to issue the Fourth Amended
22 Decision and Order on Motion to Adjudicate Lien on September 27, 2022 as the Supreme Court
23 Remittitur had not issued.

24 75. As such, the Motion for Adjudication Following Remand is GRANTED IN PART, as
25 the Court finds that there was ample foundation for the quantum meruit award of \$200,000.00. As
26 such, this Order follows:

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CONCLUSION OF LAW

The Law Office Appropriately Asserted A Charging Lien Which Must Be Adjudicated By The Court

An attorney may obtain payment for work on a case by use of an attorney lien. Here, the Law Office of Daniel Simon may use a charging lien to obtain payment for work on case A-16-738444-C under NRS 18.015.

NRS 18.015(1)(a) states:

1. An attorney at law shall have a lien:

(a) Upon any claim, demand or cause of action, including any claim for unliquidated damages, which has been placed in the attorney's hands by a client for suit or collection, or upon which a suit or other action has been instituted.

Nev. Rev. Stat. 18.015.

The Court finds that the lien filed by the Law Office of Daniel Simon, in case A-16-738444-C, complies with NRS 18.015(1)(a). The Law Office perfected the charging lien pursuant to NRS 18.015(3), by serving the Edgeworths as set forth in the statute. The Law Office charging lien was perfected before settlement funds generated from A-16-738444-C of \$6,100,000.00 were deposited, thus the charging lien attached to the settlement funds. Nev. Rev. Stat. 18.015(4)(a); Golightly & Vannah, PLLC v. TJ Allen LLC, 373 P.3d 103, at 105 (Nev. 2016). The Law Office's charging lien is enforceable in form.

The Court has personal jurisdiction over the Law Office and the Plaintiffs in A-16-738444-C. Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish, 216 P.3d 779 at 782-83 (Nev. 2009). The Court has subject matter jurisdiction over adjudication of the Law Office's charging lien. Argentina, 216 P.3d at 783. The Law Office filed a motion requesting adjudication under NRS 18.015, thus the Court must adjudicate the lien.

Fee Agreement

It is undisputed that no express written fee agreement was formed. The Court finds that there

1 was no express oral fee agreement formed between the parties. An express oral agreement is
2 formed when all important terms are agreed upon. *See, Loma Linda University v. Eckenweiler*, 469
3 P.2d 54 (Nev. 1970) (*no oral contract was formed, despite negotiation, when important terms were*
4 *not agreed upon and when the parties contemplated a written agreement*). The Court finds that the
5 payment terms are essential to the formation of an express oral contract to provide legal services on
6 an hourly basis.

7 Here, the testimony from the evidentiary hearing does not indicate, with any degree of
8 certainty, that there was an express oral fee agreement formed on or about June of 2016. Despite
9 Brian Edgeworth's affidavits and testimony; the emails between himself and Danny Simon,
10 regarding punitive damages and a possible contingency fee, indicate that no express oral fee
11 agreement was formed at the meeting on June 10, 2016. Specifically in Brian Edgeworth's August
12 22, 2017 email, titled "Contingency," he writes:

13
14 "We never really had a structured discussion about how this might be done. I
15 am more than happy to keep paying hourly but if we are going for punitive we
16 should probably explore a hybrid of hourly on the claim and then some other
17 structure that incents both of us to win an go after the appeal that these
18 scumbags will file etc. Obviously that could not have been done earlier since
19 who would have thought this case would meet the hurdle of punitive at the
20 start. I could also swing hourly for the whole case (unless I am off what this
21 is going to cost). I would likely borrow another \$450K from Margaret in 250
22 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?"

23 (Def. Exhibit 27).

24 It is undisputed that when the flood issue arose, all parties were under the impression that Simon
25 would be helping out the Edgeworths, as a favor.

26 The Court finds that an implied fee agreement was formed between the parties on December
27 2, 2016, when Simon sent the first invoice to the Edgeworths, billing his services at \$550 per hour,
28

1 and the Edgeworths paid the invoice. On July 28, 2017 an addition to the implied contract was
2 created with a fee of \$275 per hour for Simon’s associates. Simon testified that he never told the
3 Edgeworths not to pay the bills, though he testified that from the outset he only wanted to “trigger
4 coverage”. When Simon repeatedly billed the Edgeworths at \$550 per hour for his services, and
5 \$275 an hour for the services of his associates; and the Edgeworths paid those invoices, an implied
6 fee agreement was formed between the parties. The implied fee agreement was for \$550 per hour
7 for the services of Daniel Simon Esq. and \$275 per hour for the services of his associates.

8 9 *Constructive Discharge*

10 Constructive discharge of an attorney may occur under several circumstances, such as:

- 11 • Refusal to communicate with an attorney creates constructive discharge. Rosenberg v.
12 Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).
- 13 • Refusal to pay an attorney creates constructive discharge. *See e.g.*, Christian v. All Persons
14 Claiming Any Right, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).
- 15 • Suing an attorney creates constructive discharge. *See* Tao v. Probate Court for the Northeast
16 Dist. #26, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). *See also* Maples v.
17 Thomas, 565 U.S. 266 (2012); Harris v. State, 2017 Nev. LEXIS 111; and Guerrero v. State,
2017 Nev. Unpubl. LEXIS 472.
- 18 • Taking actions that preventing effective representation creates constructive discharge.
19 McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

20 Here, the Court finds that the Edgeworths constructively discharged Simon as their lawyer on
21 November 29, 2017. The Edgeworths assert that because Simon has not been expressly terminated,
22 has not withdrawn, and is still technically their attorney of record; there cannot be a termination.
23 The Court disagrees.

24 On November 29, 2017, the Edgeworths met with the Law Firm of Vannah and Vannah and
25 signed a retainer agreement. The retainer agreement was for representation on the Viking settlement
26 agreement and the Lange claims. (Def. Exhibit 90). This is the exact litigation that Simon was
27 representing the Edgeworths on. This fee agreement also allowed Vannah and Vannah to do all
28 things without a compromise. Id. The retainer agreement specifically states:

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

- 7 a) ...
8 b) ...
9 c) Client agrees that his attorneys will work to consummate a settlement of
10 \$6,000,000 from the Viking entities and any settlement amount agreed to be
11 paid by the Lange entity. Client also agrees that attorneys will work to reach
12 an agreement amongst the parties to resolve all claims in the Lange and
13 Viking litigation.

14 Id.

15 This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr.
16 Simon had already begun negotiating the terms of the settlement agreement with Viking during the
17 week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put
18 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.
19 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly
20 identified as the firm that solely advised the clients about the settlement. The actual language in the
21 settlement agreement, for the Viking claims, states:

22 PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq.
23 and John Greene, Esq., of the law firm Vannah & Vannah has explained the
24 effect of this AGREEMENT and their release of any and all claims, known or
25 unknown and, based upon that explanation and their independent judgment by
26 the reading of this Agreement, PLAINTIFFS understand and acknowledge the
27 legal significance and the consequences of the claims being released by this
28 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.

Id.

Also, Simon was not present for the signing of these settlement documents and never explained any

1 of the terms to the Edgeworths. He sent the settlement documents to the Law Office of Vannah and
2 Vannah and received them back with the signatures of the Edgeworths.

3 Further, the Edgeworths did not personally speak with Simon after November 25, 2017.
4 Though there were email communications between the Edgeworths and Simon, they did not verbally
5 speak to him and were not seeking legal advice from him. In an email dated December 5, 2017,
6 Simon is requesting Brian Edgeworth return a call to him about the case, and Brian Edgeworth
7 responds to the email saying, “please give John Greene at Vannah and Vannah a call if you need
8 anything done on the case. I am sure they can handle it.” (Def. Exhibit 80). At this time, the claim
9 against Lange Plumbing had not been settled. The evidence indicates that Simon was actively
10 working on this claim, but he had no communication with the Edgeworths and was not advising
11 them on the claim against Lange Plumbing. Specifically, Brian Edgeworth testified that Robert
12 Vannah Esq. told them what Simon said about the Lange claims and it was established that the Law
13 Firm of Vannah and Vannah provided advice to the Edgeworths regarding the Lange claim. Simon
14 and the Law Firm of Vannah and Vannah gave different advice on the Lange claim, and the
15 Edgeworths followed the advice of the Law Firm of Vannah and Vannah to settle the Lange claim.
16 The Law Firm of Vannah and Vannah drafted the consent to settle for the claims against Lange
17 Plumbing (Def. Exhibit 47). This consent to settle was inconsistent with the advice of Simon. Mr.
18 Simon never signed off on any of the releases for the Lange settlement.

19 Further demonstrating a constructive discharge of Simon is the email from Robert Vannah
20 Esq. to James Christensen Esq. dated December 26, 2017, which states: “They have lost all faith and
21 trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account.
22 Quite frankly, they are fearful that he will steal the money.” (Def. Exhibit 48). Then on January 4,
23 2018, the Edgeworth’s filed a lawsuit against Simon in Edgeworth Family Trust; American Grating,
24 LLC vs. Daniel S. Simon; the Law Office of Daniel S. Simon, a Professional Corporation d/b/a
25 Simon Law, case number A-18-767242-C. Then, on January 9, 2018, Robert Vannah Esq. sent an
26 email to James Christensen Esq. stating, “I guess he could move to withdraw. However, that
27 doesn’t seem in his best interests.” (Def. Exhibit 53).

1 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-
2 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the
3 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018
4 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that
5 was attached to the letter), and that Simon continued to work on the case after the November 29,
6 2017 date. The court further recognizes that it is always a client's decision of whether or not to
7 accept a settlement offer. However the issue is constructive discharge and nothing about the fact
8 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively
9 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys
10 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating
11 with him, making it impossible to advise them on pending legal issues, such as the settlements with
12 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing
13 Simon from effectively representing the clients. The Court finds that Danny Simon was
14 constructively discharged by the Edgeworths on November 29, 2017.

15
16 **Adjudication of the Lien and Determination of the Law Office Fee**

17 NRS 18.015 states:

18 1. An attorney at law shall have a lien:

19 (a) Upon any claim, demand or cause of action, including any claim for
20 unliquidated damages, which has been placed in the attorney's hands by a
21 client for suit or collection, or upon which a suit or other action has been
22 instituted.

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

25 2. A lien pursuant to subsection 1 is for the amount of any fee which has
26 been agreed upon by the attorney and client. In the absence of an agreement,
27 the lien is for a reasonable fee for the services which the attorney has rendered
28 for the client.

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

4. A lien pursuant to:

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

3 (b) Paragraph (b) of subsection 1 attaches to any file or other property
4 properly left in the possession of the attorney by his or her client, including,
5 without limitation, copies of the attorney's file if the original documents
6 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.

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

9 6. On motion filed by an attorney having a lien under this section, the
10 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.

11 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.

12
13 Nev. Rev. Stat. 18.015.

14 NRS 18.015(2) matches Nevada contract law. If there is an express contract, then the contract terms
15 are applied. Here, there was no express contract for the fee amount, however there was an implied
16 contract when Simon began to bill the Edgeworths for fees in the amount of \$550 per hour for his
17 services, and \$275 per hour for the services of his associates. This contract was in effect until
18 November 29, 2017, when he was constructively discharged from representing the Edgeworths.
19 After he was constructively discharged, under NRS 18.015(2) and Nevada contract law, Simon is
20 due a reasonable fee- that is, quantum meruit.

21 22 *Implied Contract*

23 On December 2, 2016, an implied contract for fees was created. The implied fee was \$550
24 an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was
25 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was
26 created when invoices were sent to the Edgeworths, and they paid the invoices.

27 The invoices that were sent to the Edgeworths indicate that they were for costs and attorney's
28

1 fees, and these invoices were paid by the Edgeworths. Though the invoice says that the fees were
2 reduced, there is no evidence that establishes that there was any discussion with the Edgeworths as
3 to how much of a reduction was being taken, and that the invoices did not need to be paid. There is
4 no indication that the Edgeworths knew about the amount of the reduction and acknowledged that
5 the full amount would be due at a later date. Simon testified that Brian Edgeworth chose to pay the
6 bills to give credibility to his actual damages, above his property damage loss. However, as the
7 lawyer/counselor, Simon did not prevent Brian Edgeworth from paying the bill or in any way refund
8 the money, or memorialize this or any understanding in writing.

9 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCP
10 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
11 paid in full and there was never any indication given that anything less than all the fees had been
12 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
13 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
14 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
15 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
16 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
17 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
18 Office retained the payments, indicating an implied contract was formed between the parties. The
19 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
20 date they were constructively discharged, November 29, 2017.

21
22 ***Amount of Fees Owed Under Implied Contract***

23 The Edgeworths were billed, and paid for services through September 19, 2017. There is
24 some testimony that an invoice was requested for services after that date, but there is no evidence
25 that any invoice was paid by the Edgeworths. Since the Court has found that an implied contract for
26 fees was formed, the Court must now determine what amount of fees and costs are owed from
27 September 19, 2017 to the constructive discharge date of November 29, 2017. In doing so, the
28

1 Court must consider the testimony from the witnesses at the evidentiary hearing, the submitted
2 billings, the attached lien, and all other evidence provided regarding the services provided during
3 this time.

4 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing
5 that was prepared with the lien “super bill,” are not necessarily accurate as the Law Office went back
6 and attempted to create a bill for work that had been done over a year before. She testified that they
7 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every
8 email that was read and responded to. She testified that the dates were not exact, they just used the
9 dates for which the documents were filed, and not necessarily the dates in which the work was
10 performed. Further, there are billed items included in the “super bill” that was not previously billed
11 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice
12 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
13 indicated that there were no phone calls included in the billings that were submitted to the
14 Edgeworths.

15 This attempt to recreate billing and supplement/increase previously billed work makes it
16 unclear to the Court as to the accuracy of this “recreated” billing, since so much time had elapsed
17 between the actual work and the billing. The court reviewed the billings of the “super bill” in
18 comparison to the previous bills and determined that it was necessary to discount the items that had
19 not been previously billed for; such as text messages, reviews with the court reporter, and reviewing,
20 downloading, and saving documents because the Court is uncertain of the accuracy of the “super
21 bill.”

22 Simon argues that he has no billing software in his office and that he has never billed a client
23 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,
24 in this case, were billed hourly because the Lange contract had a provision for attorney’s fees;
25 however, as the Court previously found, when the Edgeworths paid the invoices it was not made
26 clear to them that the billings were only for the Lange contract and that they did not need to be paid.
27 Also, there was no indication on the invoices that the work was only for the Lange claims, and not
28

1 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without
2 emails or calls, understanding that those items may be billed separately; but again the evidence does
3 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.
4 This argument does not persuade the court of the accuracy of the “super bill”.

5 The amount of attorney’s fees and costs for the period beginning in June of 2016 to
6 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
7 which appears to indicate that it began with the initial meeting with the client, leading the court to
8 determine that this is the beginning of the relationship. This invoice also states it is for attorney’s
9 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
10 amount has already been paid by the Edgeworths on December 16, 2016.²

11 The amount of the attorney’s fees and costs for the period beginning on December 5, 2016 to
12 April 4, 2017 is \$46,620.69. This amount is based upon the invoice from April 7, 2017. This
13 amount has already been paid by the Edgeworths on May 3, 2017.

14 The amount of attorney’s fees for the period of April 5, 2017 to July 28, 2017, for the
15 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney’s fees for this period for
16 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
17 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
18 been paid by the Edgeworths on August 16, 2017.³

19 The amount of attorney’s fees for the period of July 31, 2017 to September 19, 2017, for the
20 services of Daniel Simon Esq. is \$119,762.50. The amount of attorney’s fees for this period for
21 Ashley Ferrel Esq. is \$60,981.25. The amount of attorney’s fees for this period for Benjamin Miller
22 Esq. is \$2,887.50. The amount of costs outstanding for this period is \$71,555.00. This amount
23 totals \$255,186.25 and is based upon the invoice from September 19, 2017. This amount has been
24 paid by the Edgeworths on September 25, 2017.

25
26
27 ²There are no billing amounts from December 2 to December 4, 2016.

28 ³ There are no billings from July 28 to July 30, 2017.

1 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
2 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
3 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
4 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
5 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
6 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
7 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
8 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
9 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

10 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.
11 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
12 by the Edgeworths, so the implied fee agreement applies to their work as well.

13 The Court finds that the total amount owed to the Law Office of Daniel Simon for the period
14 of September 19, 2018 to November 29, 2017 is \$284,982.50.

15
16 *Costs Owed*

17 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding
18 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,
19 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-
20 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought
21 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later
22 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so
23 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

24
25
26 ⁴ There are no billings for October 8th, October 28-29, and November 5th.

27 ⁵ There is no billing for the October 7-8, October 22, October 28-29, November 4, November 11-12, November 18-19,
November 21, and November 23-26.

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

Quantum Meruit

When a lawyer is discharged by the client, the lawyer is no longer compensated under the discharged/breached/repudiated contract, but is paid based on quantum meruit. *See e.g. Golightly v. Gassner*, 281 P.3d 1176 (Nev. 2009) (*unreported*) (*discharged contingency attorney paid by quantum meruit rather than by contingency fee pursuant to agreement with client*); citing, *Gordon v. Stewart*, 324 P.3d 234 (1958) (*attorney paid in quantum meruit after client breach of agreement*); and, *Cooke v. Gove*, 114 P.2d 87 (Nev. 1941) (*fees awarded in quantum meruit when there was no contingency agreement*). Here, Simon was constructively discharged by the Edgeworths on November 29, 2017. The constructive discharge terminated the implied contract for fees. William Kemp Esq. testified as an expert witness and stated that if there is no contract, then the proper award is quantum meruit. The Court finds that the Law Office of Daniel Simon is owed attorney's fees under quantum meruit from November 29, 2017, after the constructive discharge, to the conclusion of the Law Office's work on this case.

In determining the amount of fees to be awarded under quantum meruit, the Court has wide discretion on the method of calculation of attorney fee, to be "tempered only by reason and fairness". *Albios v. Horizon Communities, Inc.*, 132 P.3d 1022 (Nev. 2006). The law only requires that the court calculate a reasonable fee. *Shuette v. Beazer Homes Holding Corp.*, 124 P.3d 530 (Nev. 2005). Whatever method of calculation is used by the Court, the amount of the attorney fee must be reasonable under the *Brunzell* factors. *Id.* The Court should enter written findings of the reasonableness of the fee under the *Brunzell* factors. *Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury Standish*, 216 P.3d 779, at fn2 (Nev. 2009). *Brunzell* provides that "[w]hile hourly time schedules are helpful in establishing the value of counsel services, other factors may be equally significant. *Brunzell v. Golden Gate National Bank*, 455 P.2d 31 (Nev. 1969).

The *Brunzell* factors are: (1) the qualities of the advocate; (2) the character of the work to be done; (3) the work actually performed; and (4) the result obtained. *Id.* However, in this case the Court notes that the majority of the work in this case was complete before the date of the constructive discharge, and the Court is applying the *Brunzell* factors for the period commencing

1 after the constructive discharge.

2 In considering the Brunzell factors, the Court looks at all of the evidence presented in the
3 case, the testimony at the evidentiary hearing, and the litigation involved in the case. In this case, the
4 evidence presented indicates that, after the constructive discharge, Simon received consent from the
5 Edgeworths, through the Vannah Law Firm, to settle their claims against Lange Plumbing LLC for
6 \$25,000. Simon continued to work with the attorneys for Lange Plumbing LLC to settle the claims
7 for more than \$25,000, and ultimately ended up settling the claims for \$100,000. The record
8 indicates that on December 5, 2017, Simon attempted an email to contact Brian Edgeworth
9 regarding settling of the Lange case, as he was continuing to have discussions with Lange's counsel,
10 regarding settling of the claims. However, Simon was told to contact Vannah's office as the
11 Edgeworths were refusing his attempts to communicate. He then, reached out to Vannah's office and
12 continued to work with Vannah's office to settle the Viking and the Lange claims. On December 7,
13 2017, Sion sent a letter advising Mr. Vannah regarding the Lange claim. Simon had advised the
14 Edgeworths on settling of the Lange claim, but they ignored his advice and followed the advice of
15 the Vannah & Vannah. Upon settlement of all the claims, the Edgeworths made the unusual request
16 to open a new trust account with Mr. Vannah as the signer to deposit the Viking settlement proceeds.
17 Mr. Simon complied with the request. Further, there were continued representations from the
18 Edgeworths and the Vannah Law Firm that Simon had not been terminated from representation of
19 the Edgeworths, and no motion to withdraw was filed in this case.

20
21 *1. Quality of the Advocate*

22 Brunzell expands on the "qualities of the advocate" factor and mentions such items as
23 training, skill and education of the advocate. Mr. Simon has been an active Nevada trial attorney for
24 over two decades. He has several 7-figure trial verdicts and settlements to his credit. Craig
25 Drummond Esq. testified that he considers Mr. Simon a top 1% trial lawyer and he associates Mr.
26 Simon in on cases that are complex and of significant value. Michael Nunez Esq. testified that Mr.
27 Simon's work on this case was extremely impressive. William Kemp Esq. testified that Mr. Simon's
28

1 work product and results are exceptional.

2
3 2. The Character of the Work to be Done

4 The character of the work done in this case is complex. This case was a very complex
5 products liability case, from the beginning. After the constructive discharge of Simon, the
6 complications in the case continued. The continued aggressive representation of Mr. Simon, in
7 prosecuting the case was a substantial factor in achieving the exceptional results. Even after the
8 constructive termination, Simon continued to work on the case. At one point, Simon said that he was
9 not going to abandon the case, and he didn't abandon the case. The lack of communication with the
10 Edgeworths made continuation of the case difficult, but Simon continued to work on the case and
11 ended up reaching a resolution beneficial to the Edgeworths.

12
13 3. The Work Actually Performed

14 Mr. Simon was aggressive in litigating this case. Since Mr. Edgeworth is not a lawyer, it is
15 impossible that it was his work alone that led to the settlement of the Viking and Lange claims, for a
16 substantial sum, in the instant case. The Lange claims were settled for four times the original offer,
17 because Simon continued to work on the case. He continued to make efforts to communicate with
18 the Edgeworths and even followed their requests to communicate with Vannah's office. He also
19 agreed to their request of opening a trust account, though in an unusual fashion. All of the work by
20 the Law Office of Daniel Simon led to the ultimate result in this case, and a substantial result for the
21 Edgeworths.

22
23 4. The Result Obtained

24 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
25 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
26 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
27 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
28

1 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
2 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
3 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
4 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
5 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
6 were made more than whole with the settlement with the Viking entities.

7 In determining the amount of attorney's fees owed to the Law Firm of Daniel Simon, the
8 Court also considers the factors set forth in Nevada Rules of Professional Conduct – Rule 1.5(a)
9 which states:

10
11 (a) A lawyer shall not make an agreement for, charge, or collect an
12 unreasonable fee or an unreasonable amount for expenses. The factors to be
13 considered in determining the reasonableness of a fee include the following:

14 (1) The time and labor required, the novelty and difficulty of the
15 questions involved, and the skill requisite to perform the legal service
16 properly;

17 (2) The likelihood, if apparent to the client, that the acceptance of the
18 particular employment will preclude other employment by the lawyer;

19 (3) The fee customarily charged in the locality for similar legal
20 services;

21 (4) The amount involved and the results obtained;

22 (5) The time limitations imposed by the client or by the
23 circumstances;

24 (6) The nature and length of the professional relationship with the
25 client;

26 (7) The experience, reputation, and ability of the lawyer or lawyers
27 performing the services; and

28 (8) Whether the fee is fixed or contingent.

NRCP 1.5. However, the Court must also consider the remainder of Rule 1.5 which goes on to state:

(b) The scope of the representation and the basis or rate of the fee and
expenses for which the client will be responsible shall be communicated to the
client, preferably in writing, before or within a reasonable time after
commencing the representation, except when the lawyer will charge a
regularly represented client on the same basis or rate. Any changes in the
basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the
service is rendered, except in a matter in which a contingent fee is prohibited

1 by paragraph (d) or other law. A contingent fee agreement shall be in writing,
2 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:

3 (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
4 settlement, trial or appeal;

5 (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;

6 (3) Whether the client is liable for expenses regardless of outcome;

7 (4) That, in the event of a loss, the client may be liable for the
opposing party's attorney fees, and will be liable for the opposing party's
8 costs as required by law; and

9 (5) That a suit brought solely to harass or to coerce a settlement may
result in liability for malicious prosecution or abuse of process.

10 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
with a written statement stating the outcome of the matter and, if there is a
11 recovery, showing the remittance to the client and the method of its
determination.

12
13 NRCP 1.5.

14 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
15 the Edgeworths, the character of the work was complex, the work actually performed was extremely
16 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
17 factors justify a reasonable fee under NRPC 1.5.

18 However, the Court must also consider the fact that the evidence suggests that the basis or
19 rate of the fee and expenses for which the client will be responsible were never communicated to the
20 client, within a reasonable time after commencing the representation. Further, this is not a
21 contingent fee case, and the Court is not awarding a contingency fee.

22 Instead, the Court must determine the amount of a reasonable fee. In determining this
23 amount of a reasonable fee, the Court must consider the work that the Law Office continued to
24 provide on the Edgeworth's case, even after the constructive discharge. The record is clear that the
25 Edgeworths were ready to sign and settle the Lange claim for \$25,000 but Simon kept working on
26 the case and making changes to the settlement agreement. This resulted in the Edgeworth's
27 recovering an additional \$75,000 from Lange plumbing. Further, the Law Office of Daniel Simon
28

1 continued to work on the Viking settlement until it was finalized in December of 2017, and the
2 checks were issued on December 18, 2017. Mr. Simon continued to personally work with Mr.
3 Vannah to attempt to get the checks endorsed by the Edgeworths, and this lasted into the 2018 year.
4 The record is clear that the efforts exerted by the Law Office of Daniel Simon and Mr. Simon
5 himself were continuing, even after the constructive discharge. Though the previous agreement
6 between Simon and the Edgeworths was for \$550 per hour, the Court must take into consideration
7 that the Edgeworths' fee agreement with Vannah & Vannah was for \$925 per hour.

8 In considering the reasonable value of these services, under quantum meruit, the Court is
9 considering the previous \$550 per hour fee from the implied fee agreement, the fee for the Vannah
10 & Vannah Law Firm, the Brunzell factors, and additional work performed after the constructive
11 discharge. As such, the COURT FINDS that the Law Office of Daniel Simon is entitled to a
12 reasonable fee in the amount of \$200,000, from November 29, 2017 to the conclusion of this case.

14 CONCLUSION

15 The Court finds that the Law Office of Daniel Simon properly filed and perfected the
16 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further
17 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the
18 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The
19 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.
20 Simon as their attorney, when they ceased following his advice and refused to communicate with
21 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied
22 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until
23 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,
24 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and
25 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November
26 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is
27 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being
28

1 constructively discharged, under quantum meruit, in an amount of \$200,000. The Court further
2 finds that the Law Office of Daniel Simon is entitled to costs in the amount of \$71,594.93.

3
4 **ORDER**

5 It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien
6 of the Law Office of Daniel S. Simon was previously granted. The Court further finds that it lacked
7 jurisdiction to issue the Fourth Amended Decision and Order on Motion to Adjudicate Lien on
8 September 27, 2022, since the Supreme Court Remittitur had not issued. The Court further finds that
9 the Motion for Adjudication Following Remand is granted in part, as the Court finds that there was
10 ample foundation for the quantum meruit award of \$200,000.00. As such, the reasonable fee due to
11 the Law Office of Daniel Simon is \$556,577.43, which includes outstanding costs.

Dated this 28th day of March, 2023

12 IT IS SO ORDERED.

13
14 
15 _____
16 DISTRICT COURT JUDGE

17 D39 E59 9E22 C62D
18 Tierra Jones
19 District Court Judge
20
21
22
23
24
25
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27
28

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: 3/28/2023

16 Peter Christiansen

pete@christiansenlaw.com

17 Whitney Barrett

wbarrett@christiansenlaw.com

18 Daniel Simon .

lawyers@simonlawlv.com

19 Rhonda Onorato .

ronorato@rlattorneys.com

20 Kendelee Leascher Works

kworks@christiansenlaw.com

21 R. Todd Terry

tterry@christiansenlaw.com

22 Keely Perdue

keely@christiansenlaw.com

23 Jonathan Crain

jcrain@christiansenlaw.com

24 Mariella Dumbrique

mdumbrique@blacklobello.law

25 Chandi Melton

chandi@christiansenlaw.com

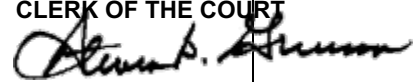
26
27
28

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5	James Christensen	jim@jchristensenlaw.com
6	James Christensen	jim@jchristensenlaw.com
7	Michael Nunez	mnunez@murchisonlaw.com
8	Daniel Simon	dan@danielsimonlaw.com
9	Gary Call	gcall@rlattorneys.com
10	J. Graf	Rgraf@blacklobello.law
11	Robert Vannah	rvannah@vannahlaw.com
12	Esther Barrios Sandoval	esther@christiansenlaw.com
13	Christopher Page	chrispage@vannahlaw.com
14	Aileen Bencomo	ab@christiansenlaw.com
15	Steve Morris	sm@morrislawgroup.com
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17	Zeairah Marable	zmarable@vannahlaw.com
18	Laysha Guerrero	lguerrero@vannahlaw.com
19	Claudia Morrill	cam@morrislawgroup.com
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If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 3/29/2023

26	Theodore Parker	2460 Professional CT STE 200
27		Las Vegas, NV, 89128
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NEOJ
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Attorney for SIMON

Eighth Judicial District Court

District of Nevada

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC
Plaintiffs,

vs.

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

Defendants.

Case No. A-16-738444-C
Dept No. 10

**NOTICE OF ENTRY OF FIFTH
AMENDED DECISION AND
ORDER ON MOTION TO
ADJUDICATE LIEN**

Date of Hearing: N/A
Time of Hearing: N/A

1 PLEASE TAKE NOTICE that a Fifth Amended Decision and Order on
2 Motion to Adjudicate Lien was entered on the docket on the 28th day of
3 March, 2023. A true and correct file-stamped copy of the decision and
4 order is attached hereto.

5
6 DATED this 24th day of April 2023.

7 /s/James R. Christensen

8 James R. Christensen Esq.
9 Nevada Bar No. 3861
10 James R. Christensen PC
11 601 S. Sixth Street
12 Las Vegas NV 89101
13 (702) 272-0406
14 (702) 272-0415 fax
15 jim@jchristensenlaw.com
16 Attorney for LAW OFFICE OF
17 DANIEL S. SIMON, P.C.

18
19
20
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25
CERTIFICATE OF SERVICE

15 I CERTIFY SERVICE of NOTICE OF ENTRY OF FIFTH AMENDED
16 DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN was made
17 by electronic service (via Odyssey) this 24th day of April, 2023, to all parties
18 currently shown on the Court's E-Service List.

20 /s/ Dawn Christensen

21 an employee of James R. Christensen
22
23
24
25

1 **ORD**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

6 EDGEWORTH FAMILY TRUST; and
7 AMERICAN GRATING, LLC,

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: X

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

14 Defendants.

15 EDGEWORTH FAMILY TRUST; and
16 AMERICAN GRATING, LLC,

17 Plaintiffs,

18 vs.

19 DANIEL S. SIMON; THE LAW OFFICE OF
20 DANIEL S. SIMON, a Professional Corporation
d/b/a SIMON LAW; DOES 1 through 10; and,
ROE entities 1 through 10;

21 Defendants.

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

FIFTH AMENDED DECISION AND
ORDER ON MOTION TO ADJUDICATE
LIEN

22
23 **FIFTH AMENDED DECISION AND ORDER ON MOTION TO**
24 **ADJUDICATE LIEN**

25 This case came on for an evidentiary hearing August 27-30, 2018 and concluded on
26 September 18, 2018, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable
27 Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon
28 d/b/a Simon Law (“Defendants” or “Law Office” or “Simon” or “Mr. Simon”) having appeared in

1 person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James
2 Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, (“Plaintiff” or
3 “Edgeworths”) having appeared through Brian and Angela Edgeworth, and by and through their
4 attorneys of record, the law firm of Vannah and Vannah, Chtd. Robert Vannah, Esq. and John
5 Greene, Esq. The Court having considered the evidence, arguments of counsel and being fully
6 advised of the matters herein, the **COURT FINDS:**

7 8 **FINDINGS OF FACT**

9 1. The Court finds that the Law Office of Daniel S. Simon represented the Plaintiffs,
10 Edgeworth Family Trust and American Grating in the case entitled Edgeworth Family Trust and
11 American Grating v. Viking, et al., case number A-16-738444-C. The representation commenced on
12 May 27, 2016 when Brian Edgeworth and Daniel Simon Esq. met at Starbucks. This representation
13 originally began as a favor between friends and there was no discussion of fees, at this point. Mr.
14 Simon and his wife were close family friends with Brian and Angela Edgeworth.

15 2. The case involved a complex products liability issue.

16 3. On April 10, 2016, a house the Edgeworths were building as a speculation home
17 suffered a flood. The house was still under construction and the flood caused a delay. The
18 Edgeworths did not carry loss insurance if a flood occurred and the plumbing company and
19 manufacturer refused to pay for the property damage. A fire sprinkler installed by the plumber, and
20 within the plumber’s scope of work, caused the flood; however, the plumber asserted the fire
21 sprinkler was defective and refused to repair or to pay for repairs. The manufacturer of the sprinkler,
22 Viking, et al., also denied any wrongdoing.

23 4. In May of 2016, Mr. Simon agreed to help his friend with the flood claim and to send
24 a few letters. The parties initially hoped that Simon drafting a few letters to the responsible parties
25 could resolve the matter. Simon wrote the letters to the responsible parties, but the matter did not
26 resolve. Since the matter was not resolved, a lawsuit had to be filed.

27 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and
28

1 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,
2 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately
3 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")
4 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

5 6. On August 9, 2017, Mr. Simon and Brian Edgeworth traveled to San Diego to meet
6 with an expert. As they were in the airport waiting for a return flight, they discussed the case, and
7 had some discussion about payments and financials. No express fee agreement was reached during
8 the meeting. On August 22, 2017, Brian Edgeworth sent an email to Simon entitled "Contingency."
9 It reads as follows:

10
11 We never really had a structured discussion about how this might be done.
12 I am more than happy to keep paying hourly but if we are going for punitive
13 we should probably explore a hybrid of hourly on the claim and then some
14 other structure that incents both of us to win and go after the appeal that these
15 scumbags will file etc.
16 Obviously that could not have been done earlier since who would have
17 thought this case would meet the hurdle of punitive at the start.
18 I could also swing hourly for the whole case (unless I am off what this is
19 going to cost). I would likely borrow another \$450K from Margaret in 250
20 and 200 increments and then either I could use one of the house sales for cash
21 or if things get really bad, I still have a couple million in bitcoin I could sell.
22 I doubt we will get Kinsale to settle for enough to really finance this since I
23 would have to pay the first \$750,000 or so back to Colin and Margaret and
24 why would Kinsale settle for \$1MM when their exposure is only \$1MM?

25 (Def. Exhibit 27).

26 7. During the litigation, Simon sent four (4) invoices to the Edgeworths. The first
27 invoice was sent on December 2, 2016, seven (7) months after the original meeting at Starbucks.
28 This invoice indicated that it was for attorney's fees and costs through November 11, 2016. (Def.
Exhibit 8). The total of this invoice was \$42,564.95 and was billed at a "reduced" rate of \$550 per
hour. Id. The invoice was paid by the Edgeworths on December 16, 2016.

8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and
costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per

1 hour. (Def. Exhibit 9). This invoice was paid by the Edgeworths on May 3, 2017. There was no
2 indication on the first two invoices if the services were those of Mr. Simon or his associates; but the
3 bills indicated an hourly rate of \$550.00 per hour.

4 9. A third invoice was sent to the Edgeworths on July 28, 2017 for attorney's fees and
5 costs through July 28, 2017 totaling of \$142,080.20. (Def. Exhibit 10). This bill identified services
6 of Daniel Simon Esq. for a "reduced" rate of \$550 per hour totaling \$104,021.20; and services of
7 Ashley Ferrel Esq. for a "reduced" rate of \$275 per hour totaling \$37,959.00. Id. This invoice was
8 paid by the Edgeworths on August 16, 2017.

9 10. The fourth invoice was sent to the Edgeworths on September 19, 2017 in an amount
10 of \$255,186.25 for attorney's fees and costs; with \$191,317.50 being calculated at a "reduced" rate
11 of \$550 per hour for Daniel Simon Esq., \$60,981.25 being calculated at a "reduced" rate of \$275 per
12 hour for Ashley Ferrel Esq., and \$2,887.50 being calculated at a "reduced" rate of \$275 per hour for
13 Benjamin Miller Esq. (Def. Exhibit 11). This invoice was paid by the Edgeworths on September
14 25, 2017.

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

19 12. Between June 2016 and December 2017, there was a tremendous amount of work
20 done in the litigation of this case. There were several motions and oppositions filed, several
21 depositions taken, and several hearings held in the case.

22 13. On the evening of November 15, 2017, the Edgeworth's received the first settlement
23 offer for their claims against the Viking Corporation ("Viking"). However, the claims were not
24 settled until on or about December 1, 2017.

25 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon asking for the
26

27 ¹ \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for the services of Ashley Ferrel; and
28 \$2,887.50 for the services of Benjamin Miller.

1 open invoice. The email stated: "I know I have an open invoice that you were going to give me at
2 mediation a couple weeks ago and then did not leave with me. Could someone in your office send
3 Peter (copied here) any invoices that are unpaid please?" (Def. Exhibit 38).

4 15. On November 17, 2017, Simon scheduled an appointment for the Edgeworths to
5 come to his office to discuss the litigation.

6 16. On November 27, 2017, Simon sent a letter with an attached retainer agreement,
7 stating that the fee for legal services would be \$1,500,000 for services rendered to date. (Plaintiff's
8 Exhibit 4).

9 17. On November 29, 2017, the Edgeworths met with the Law Office of Vannah &
10 Vannah and signed a retainer agreement. (Def. Exhibit 90). On this date, they ceased all
11 communications with Mr. Simon.

12 18. On the morning of November 30, 2017, Simon received a letter advising him that the
13 Edgeworths had retained the Vannah Law Firm to assist in the litigation with the Viking entities,
14 et.al. The letter read as follows:

15 "Please let this letter serve to advise you that I've retained Robert D. Vannah,
16 Esq. and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation
17 with the Viking entities, et.al. I'm instructing you to cooperate with them in
18 every regard concerning the litigation and any settlement. I'm also instructing
19 you to give them complete access to the file and allow them to review
20 whatever documents they request to review. Finally, I direct you to allow
21 them to participate without limitation in any proceeding concerning our case,
22 whether it be at depositions, court hearings, discussions, etc."

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 Consent to Settle their claims against
9 Lange Plumbing LLC for \$100,000.

10 24. On January 4, 2018, the Edgeworth Family Trust filed a lawsuit against Simon in
11 Edgeworth Family Trust; American Grating LLC vs. Daniel S. Simon, the Law Office of Daniel S.
12 Simon, a Professional Corporation, case number A-18-767242-C.

13 25. On January 24, 2018, the Law Office of Danny Simon filed a Motion to Adjudicate
14 Lien with an attached invoice for legal services rendered. The amount of the invoice was
15 \$692,120.00. The Court set an evidentiary hearing to adjudicate the lien.

16 26. On November 19, 2018, the Court entered a Decision and Order on Motion to
17 Adjudicate Lien.

18 27. On December 7, 2018, the Edgeworths filed a Notice of Appeal.

19 28. On February 8, 2019, the Court entered a Decision and Order Granting in Part and
20 Denying in Part, Simon's Motion for Attorney's Fees and Costs.

21 29. On February 15, 2019, the Edgeworths filed a second Notice of Appeal and Simon
22 filed a cross appeal, and Simon filed a writ petition on October 17, 2019.

23 30. On December 30, 2020, the Supreme Court issued an order affirming this Court's
24 findings in most respects.

25 31. On January 15, 2021, the Edgeworths filed a Petition for Rehearing.

26 32. On March 16, 2021, this Court issued a Second Amended Decision and Order on
27 Motion to Adjudicate Lien.

1 33. On March 18, 2021, the Nevada Supreme Court denied the Motion for Rehearing.

2 34. On March 30, 2021, the Edgeworths filed a Motion for Reconsideration Regarding
3 Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for
4 Attorney's Fees and Costs and Second Amended Decision and order on Motion to Adjudicate Lien.

5 35. On April 13, 2021, the Nevada Supreme Court issued a Remittitur ordering that the
6 judgment of the district court was AFFIRMED in part and VACATED in part AND REMANDING
7 the matter for proceedings consistent with the order.

8 36. Also on April 13, 2021, Daniel Simon filed an Opposition to Motion to Reconsider
9 and Request for Sanctions; Countermotion to Adjudicate Lien on Remand.

10 37. On April 15, 2021, the Court issued a Minute Order denying the Defendant's Motion
11 for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying
12 in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on
13 Motion to Adjudicate Lien. The Court also denied the Request for Sanctions. The Court granted the
14 Countermotion to Adjudicate Lien on Remand.

15 38. On April 28, 2021, the Court filed a Third Amended Decision and Order on Motion
16 to Adjudicate Lien, in accordance with the Supreme Court's Remand Order from April 13, 2021 and
17 in response to the Court's order of April 15, 2021,

18 39. On May 3, 2021, the Edgeworths filed a Renewed Motion for Reconsideration of
19 Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for
20 Attorney's Fees and Costs; and Motion for Reconsideration of Third Amended Decision and Order
21 on Motion to Adjudicate Lien.

22 40. On May 13, 2021, the Edgeworths filed a Motion for Order Releasing Client funds
23 and Requiring Production of Complete Client File.

24 41. Also on May 13, 2021, Daniel Simon filed an Opposition to the Second Motion to
25 Reconsider; Countermotion to Adjudicate Lien on Remand.

26 42. On May 20, 2021, Daniel Simon filed an Opposition to Edgeworth's Motion for
27 Order Releasing Client Funds and Requiring Production of File.

28

1 43. Also on May 20, 2021, the Edgeworths filed a Reply ISO Plaintiff's Renewed Motion
2 for Reconsideration of Amended Decision and Order Granting in Part Simon's Motion for
3 Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order
4 on Motion to Adjudicate Lien.

5 44. On May 21, 2021, the Edgeworths filed a Reply in Support of Motion for Order
6 Releasing Client Funds and Requiring the Production of Complete Client File.

7 45. On May 24, 2021, the Court issued a Second Amended Decision and Order Granting
8 in Part and Denying in Part, Simon's Motion for Attorney's Fees and Costs.

9 46. On May 27, 2021, the Court held a hearing on the Motion to Reconsider and
10 Countermotion to Adjudicate Lien on Remand.

11 47. Following the hearing, on June 3, 2021, the Court issued a minute order denying
12 Plaintiff's Motion for Reconsideration of Third Amended Decision and Order on Motion to
13 Adjudicate Lien. The Court granted in part, and denied in part, Plaintiff's Renewed Motion for
14 Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part
15 Simon's Motion for Attorney's Fees and Costs. The court also denied the Edgeworth's Motion for
16 Order Releasing Client Funds and Requiring Production of Complete File.

17 48. On June 17, 2021, the Court issued a Decision and Order Denying Plaintiff's
18 Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to
19 Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand.

20 49. On July 1, 2021, the Edgeworths filed a Motion for Reconsideration of Order on
21 Motion for Order Releasing Client Funds and Requiring the Production of Complete File and
22 Motion to Stay Execution of Judgments Pending Appeal.

23 50. On July 15, 2021, Daniel Simon filed an Opposition to Third Motion to Reconsider.

24 51. On July 17, 2021, the Edgeworths filed a Reply in Support of Edgeworth's Motion
25 for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the
26 Production of Complete Client File and Motion to Stay Execution of Judgments Pending Appeal.

27 52. On July 29, 2021, the Court issued a minute order denying Edgeworth's Motion for
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1 Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring Production of
2 Complete Client File and Motion to Stay Execution.

3 53. On September 16, 2022, the Supreme Court Issued an Order Vacating Judgment and
4 Remanding the case to this Court for proceedings consistent with the order.

5 54. On September 27, 2022, the Court issued its Fourth Amended Decision and Order on
6 Motion to Adjudicate Lien.

7 55. On October 16, 2022, the Edgeworths filed a Verified Application to Retax Costs on
8 Appeal and a Motion to Exonerate Cost Bond.

9 56. On October 10, 2022, Daniel Simon filed a Motion to Retax Costs.

10 57. On October 18, 2022, Daniel Simon filed a Notice of Non Opposition to the
11 Edgeworth's Motion to Exonerate Cost Bond.

12 58. On October 19, 2022, Daniel Simon filed an Opposition to Edgeworth's Verified
13 Application to Tax Costs on Appeal.

14 59. On October 28, 2022, the Edgeworths filed an Opposition to Simon's Motion to
15 Retax Costs on Appeal.

16 60. On October 31, 2022, the Nevada Supreme Court issued an Order Denying the
17 Edgeworth's request for Rehearing.

18 61. On November 1, 2022, Daniel Simon filed a Reply to the Motion to Retax Costs.

19 62. On November 4, 2022, the Edgeworths filed a Motion for Order to Show Cause Why
20 Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held in Contempt and Ex Parte
21 Application to Consider Same on OST.

22 63. On November 8, 2022, the Court held a hearing on Daniel Simon's Motion to Retax
23 and the matter was taken under advisement.

24 64. On November 14, 2022, Daniel Simon filed an Opposition to Edgeworth's Motion for
25 Order to Show Cause on OST.

26 65. Also on November 14, 2022, the Edgeworth's filed a Reply ISO Motion for Order to
27 Show Cause Why Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held In
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1 Contempt.

2 66. On November 16, 2022, the Nevada Supreme Court filed an Order Denying Daniel
3 Simon's Petition for Writ of Prohibition or Mandamus.

4 67. On November 28, 2022 the Nevada Supreme Court issued a Remittitur regarding its
5 ruling from September 16, 2022.

6 68. On November 29, 2022, the Court issued a minute order denying in part and granting
7 in part, the Edgeworth's Verified Application to Tax Costs on Appeal and Simon's Motion to Retax
8 Costs. The Court also granted the Edgeworth's Motion to Exonerate Cost Bond and denied the
9 Edgeworth's Motion for Order to Show Cause Why Daniel Simon and the Law Firm of Daniel S.
10 Simon Should Not Be Held in Contempt.

11 69. On December 20, 2022, the Nevada Supreme Court issued an Order Denying Daniel
12 Simon's request for Rehearing and the Remittitur issued on January 17, 2023.

13 70. On February 9, 2023, Daniel Simon filed a Motion for Adjudication Following
14 Remand.

15 71. On February 23, 2023, the Edgeworths filed a Response to Motion for Adjudication
16 Following Remand.

17 72. On March 14, 2023, Daniel Simon filed a Reply in Support of Motion for
18 Adjudication Following Remand.

19 73. On March 21, 2023, the Court held a hearing on the Motion for Adjudication
20 Following Remand.

21 74. The Court finds that this Court lacked jurisdiction to issue the Fourth Amended
22 Decision and Order on Motion to Adjudicate Lien on September 27, 2022 as the Supreme Court
23 Remittitur had not issued.

24 75. As such, the Motion for Adjudication Following Remand is GRANTED IN PART, as
25 the Court finds that there was ample foundation for the quantum meruit award of \$200,000.00. As
26 such, this Order follows:

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CONCLUSION OF LAW

The Law Office Appropriately Asserted A Charging Lien Which Must Be Adjudicated By The Court

An attorney may obtain payment for work on a case by use of an attorney lien. Here, the Law Office of Daniel Simon may use a charging lien to obtain payment for work on case A-16-738444-C under NRS 18.015.

NRS 18.015(1)(a) states:

1. An attorney at law shall have a lien:

(a) Upon any claim, demand or cause of action, including any claim for unliquidated damages, which has been placed in the attorney's hands by a client for suit or collection, or upon which a suit or other action has been instituted.

Nev. Rev. Stat. 18.015.

The Court finds that the lien filed by the Law Office of Daniel Simon, in case A-16-738444-C, complies with NRS 18.015(1)(a). The Law Office perfected the charging lien pursuant to NRS 18.015(3), by serving the Edgeworths as set forth in the statute. The Law Office charging lien was perfected before settlement funds generated from A-16-738444-C of \$6,100,000.00 were deposited, thus the charging lien attached to the settlement funds. Nev. Rev. Stat. 18.015(4)(a); Golightly & Vannah, PLLC v. TJ Allen LLC, 373 P.3d 103, at 105 (Nev. 2016). The Law Office's charging lien is enforceable in form.

The Court has personal jurisdiction over the Law Office and the Plaintiffs in A-16-738444-C. Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish, 216 P.3d 779 at 782-83 (Nev. 2009). The Court has subject matter jurisdiction over adjudication of the Law Office's charging lien. Argentina, 216 P.3d at 783. The Law Office filed a motion requesting adjudication under NRS 18.015, thus the Court must adjudicate the lien.

Fee Agreement

It is undisputed that no express written fee agreement was formed. The Court finds that there

1 was no express oral fee agreement formed between the parties. An express oral agreement is
2 formed when all important terms are agreed upon. *See, Loma Linda University v. Eckenweiler*, 469
3 P.2d 54 (Nev. 1970) (*no oral contract was formed, despite negotiation, when important terms were*
4 *not agreed upon and when the parties contemplated a written agreement*). The Court finds that the
5 payment terms are essential to the formation of an express oral contract to provide legal services on
6 an hourly basis.

7 Here, the testimony from the evidentiary hearing does not indicate, with any degree of
8 certainty, that there was an express oral fee agreement formed on or about June of 2016. Despite
9 Brian Edgeworth's affidavits and testimony; the emails between himself and Danny Simon,
10 regarding punitive damages and a possible contingency fee, indicate that no express oral fee
11 agreement was formed at the meeting on June 10, 2016. Specifically in Brian Edgeworth's August
12 22, 2017 email, titled "Contingency," he writes:

13
14 "We never really had a structured discussion about how this might be done. I
15 am more than happy to keep paying hourly but if we are going for punitive we
16 should probably explore a hybrid of hourly on the claim and then some other
17 structure that incents both of us to win an go after the appeal that these
18 scumbags will file etc. Obviously that could not have been done earlier since
19 who would have thought this case would meet the hurdle of punitive at the
20 start. I could also swing hourly for the whole case (unless I am off what this
21 is going to cost). I would likely borrow another \$450K from Margaret in 250
22 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?"

23 (Def. Exhibit 27).

24 It is undisputed that when the flood issue arose, all parties were under the impression that Simon
25 would be helping out the Edgeworths, as a favor.

26 The Court finds that an implied fee agreement was formed between the parties on December
27 2, 2016, when Simon sent the first invoice to the Edgeworths, billing his services at \$550 per hour,
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1 and the Edgeworths paid the invoice. On July 28, 2017 an addition to the implied contract was
2 created with a fee of \$275 per hour for Simon’s associates. Simon testified that he never told the
3 Edgeworths not to pay the bills, though he testified that from the outset he only wanted to “trigger
4 coverage”. When Simon repeatedly billed the Edgeworths at \$550 per hour for his services, and
5 \$275 an hour for the services of his associates; and the Edgeworths paid those invoices, an implied
6 fee agreement was formed between the parties. The implied fee agreement was for \$550 per hour
7 for the services of Daniel Simon Esq. and \$275 per hour for the services of his associates.

8 9 *Constructive Discharge*

10 Constructive discharge of an attorney may occur under several circumstances, such as:

- 11 • Refusal to communicate with an attorney creates constructive discharge. Rosenberg v.
12 Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).
- 13 • Refusal to pay an attorney creates constructive discharge. *See e.g.*, Christian v. All Persons
14 Claiming Any Right, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).
- 15 • Suing an attorney creates constructive discharge. *See* Tao v. Probate Court for the Northeast
16 Dist. #26, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). *See also* Maples v.
17 Thomas, 565 U.S. 266 (2012); Harris v. State, 2017 Nev. LEXIS 111; and Guerrero v. State,
2017 Nev. Unpubl. LEXIS 472.
- 18 • Taking actions that preventing effective representation creates constructive discharge.
19 McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

20 Here, the Court finds that the Edgeworths constructively discharged Simon as their lawyer on
21 November 29, 2017. The Edgeworths assert that because Simon has not been expressly terminated,
22 has not withdrawn, and is still technically their attorney of record; there cannot be a termination.
23 The Court disagrees.

24 On November 29, 2017, the Edgeworths met with the Law Firm of Vannah and Vannah and
25 signed a retainer agreement. The retainer agreement was for representation on the Viking settlement
26 agreement and the Lange claims. (Def. Exhibit 90). This is the exact litigation that Simon was
27 representing the Edgeworths on. This fee agreement also allowed Vannah and Vannah to do all
28 things without a compromise. Id. The retainer agreement specifically states:

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

- 7 a) ...
- 8 b) ...
- 9 c) Client agrees that his attorneys will work to consummate a settlement of
10 \$6,000,000 from the Viking entities and any settlement amount agreed to be
11 paid by the Lange entity. Client also agrees that attorneys will work to reach
12 an agreement amongst the parties to resolve all claims in the Lange and
13 Viking litigation.

14 Id.

15 This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr.
16 Simon had already begun negotiating the terms of the settlement agreement with Viking during the
17 week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put
18 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.
19 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly
20 identified as the firm that solely advised the clients about the settlement. The actual language in the
21 settlement agreement, for the Viking claims, states:

22 PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq.
23 and John Greene, Esq., of the law firm Vannah & Vannah has explained the
24 effect of this AGREEMENT and their release of any and all claims, known or
25 unknown and, based upon that explanation and their independent judgment by
26 the reading of this Agreement, PLAINTIFFS understand and acknowledge the
27 legal significance and the consequences of the claims being released by this
28 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.

29 Id.

30 Also, Simon was not present for the signing of these settlement documents and never explained any

1 of the terms to the Edgeworths. He sent the settlement documents to the Law Office of Vannah and
2 Vannah and received them back with the signatures of the Edgeworths.

3 Further, the Edgeworths did not personally speak with Simon after November 25, 2017.
4 Though there were email communications between the Edgeworths and Simon, they did not verbally
5 speak to him and were not seeking legal advice from him. In an email dated December 5, 2017,
6 Simon is requesting Brian Edgeworth return a call to him about the case, and Brian Edgeworth
7 responds to the email saying, “please give John Greene at Vannah and Vannah a call if you need
8 anything done on the case. I am sure they can handle it.” (Def. Exhibit 80). At this time, the claim
9 against Lange Plumbing had not been settled. The evidence indicates that Simon was actively
10 working on this claim, but he had no communication with the Edgeworths and was not advising
11 them on the claim against Lange Plumbing. Specifically, Brian Edgeworth testified that Robert
12 Vannah Esq. told them what Simon said about the Lange claims and it was established that the Law
13 Firm of Vannah and Vannah provided advice to the Edgeworths regarding the Lange claim. Simon
14 and the Law Firm of Vannah and Vannah gave different advice on the Lange claim, and the
15 Edgeworths followed the advice of the Law Firm of Vannah and Vannah to settle the Lange claim.
16 The Law Firm of Vannah and Vannah drafted the consent to settle for the claims against Lange
17 Plumbing (Def. Exhibit 47). This consent to settle was inconsistent with the advice of Simon. Mr.
18 Simon never signed off on any of the releases for the Lange settlement.

19 Further demonstrating a constructive discharge of Simon is the email from Robert Vannah
20 Esq. to James Christensen Esq. dated December 26, 2017, which states: “They have lost all faith and
21 trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account.
22 Quite frankly, they are fearful that he will steal the money.” (Def. Exhibit 48). Then on January 4,
23 2018, the Edgeworth’s filed a lawsuit against Simon in Edgeworth Family Trust; American Grating,
24 LLC vs. Daniel S. Simon; the Law Office of Daniel S. Simon, a Professional Corporation d/b/a
25 Simon Law, case number A-18-767242-C. Then, on January 9, 2018, Robert Vannah Esq. sent an
26 email to James Christensen Esq. stating, “I guess he could move to withdraw. However, that
27 doesn’t seem in his best interests.” (Def. Exhibit 53).

1 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-
2 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the
3 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018
4 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that
5 was attached to the letter), and that Simon continued to work on the case after the November 29,
6 2017 date. The court further recognizes that it is always a client's decision of whether or not to
7 accept a settlement offer. However the issue is constructive discharge and nothing about the fact
8 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively
9 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys
10 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating
11 with him, making it impossible to advise them on pending legal issues, such as the settlements with
12 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing
13 Simon from effectively representing the clients. The Court finds that Danny Simon was
14 constructively discharged by the Edgeworths on November 29, 2017.

15
16 **Adjudication of the Lien and Determination of the Law Office Fee**

17 NRS 18.015 states:

18 1. An attorney at law shall have a lien:

19 (a) Upon any claim, demand or cause of action, including any claim for
20 unliquidated damages, which has been placed in the attorney's hands by a
21 client for suit or collection, or upon which a suit or other action has been
22 instituted.

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

25 2. A lien pursuant to subsection 1 is for the amount of any fee which has
26 been agreed upon by the attorney and client. In the absence of an agreement,
27 the lien is for a reasonable fee for the services which the attorney has rendered
28 for the client.

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

4. A lien pursuant to:

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

3 (b) Paragraph (b) of subsection 1 attaches to any file or other property
4 properly left in the possession of the attorney by his or her client, including,
5 without limitation, copies of the attorney's file if the original documents
6 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.

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

9 6. On motion filed by an attorney having a lien under this section, the
10 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.

11 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.

12
13 Nev. Rev. Stat. 18.015.

14 NRS 18.015(2) matches Nevada contract law. If there is an express contract, then the contract terms
15 are applied. Here, there was no express contract for the fee amount, however there was an implied
16 contract when Simon began to bill the Edgeworths for fees in the amount of \$550 per hour for his
17 services, and \$275 per hour for the services of his associates. This contract was in effect until
18 November 29, 2017, when he was constructively discharged from representing the Edgeworths.
19 After he was constructively discharged, under NRS 18.015(2) and Nevada contract law, Simon is
20 due a reasonable fee- that is, quantum meruit.

21 22 *Implied Contract*

23 On December 2, 2016, an implied contract for fees was created. The implied fee was \$550
24 an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was
25 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was
26 created when invoices were sent to the Edgeworths, and they paid the invoices.

27 The invoices that were sent to the Edgeworths indicate that they were for costs and attorney's
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1 fees, and these invoices were paid by the Edgeworths. Though the invoice says that the fees were
2 reduced, there is no evidence that establishes that there was any discussion with the Edgeworths as
3 to how much of a reduction was being taken, and that the invoices did not need to be paid. There is
4 no indication that the Edgeworths knew about the amount of the reduction and acknowledged that
5 the full amount would be due at a later date. Simon testified that Brian Edgeworth chose to pay the
6 bills to give credibility to his actual damages, above his property damage loss. However, as the
7 lawyer/counselor, Simon did not prevent Brian Edgeworth from paying the bill or in any way refund
8 the money, or memorialize this or any understanding in writing.

9 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCP
10 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
11 paid in full and there was never any indication given that anything less than all the fees had been
12 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
13 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
14 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
15 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
16 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
17 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
18 Office retained the payments, indicating an implied contract was formed between the parties. The
19 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
20 date they were constructively discharged, November 29, 2017.

21
22 ***Amount of Fees Owed Under Implied Contract***

23 The Edgeworths were billed, and paid for services through September 19, 2017. There is
24 some testimony that an invoice was requested for services after that date, but there is no evidence
25 that any invoice was paid by the Edgeworths. Since the Court has found that an implied contract for
26 fees was formed, the Court must now determine what amount of fees and costs are owed from
27 September 19, 2017 to the constructive discharge date of November 29, 2017. In doing so, the
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1 Court must consider the testimony from the witnesses at the evidentiary hearing, the submitted
2 billings, the attached lien, and all other evidence provided regarding the services provided during
3 this time.

4 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing
5 that was prepared with the lien “super bill,” are not necessarily accurate as the Law Office went back
6 and attempted to create a bill for work that had been done over a year before. She testified that they
7 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every
8 email that was read and responded to. She testified that the dates were not exact, they just used the
9 dates for which the documents were filed, and not necessarily the dates in which the work was
10 performed. Further, there are billed items included in the “super bill” that was not previously billed
11 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice
12 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
13 indicated that there were no phone calls included in the billings that were submitted to the
14 Edgeworths.

15 This attempt to recreate billing and supplement/increase previously billed work makes it
16 unclear to the Court as to the accuracy of this “recreated” billing, since so much time had elapsed
17 between the actual work and the billing. The court reviewed the billings of the “super bill” in
18 comparison to the previous bills and determined that it was necessary to discount the items that had
19 not been previously billed for; such as text messages, reviews with the court reporter, and reviewing,
20 downloading, and saving documents because the Court is uncertain of the accuracy of the “super
21 bill.”

22 Simon argues that he has no billing software in his office and that he has never billed a client
23 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,
24 in this case, were billed hourly because the Lange contract had a provision for attorney’s fees;
25 however, as the Court previously found, when the Edgeworths paid the invoices it was not made
26 clear to them that the billings were only for the Lange contract and that they did not need to be paid.
27 Also, there was no indication on the invoices that the work was only for the Lange claims, and not
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1 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without
2 emails or calls, understanding that those items may be billed separately; but again the evidence does
3 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.
4 This argument does not persuade the court of the accuracy of the “super bill”.

5 The amount of attorney’s fees and costs for the period beginning in June of 2016 to
6 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
7 which appears to indicate that it began with the initial meeting with the client, leading the court to
8 determine that this is the beginning of the relationship. This invoice also states it is for attorney’s
9 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
10 amount has already been paid by the Edgeworths on December 16, 2016.²

11 The amount of the attorney’s fees and costs for the period beginning on December 5, 2016 to
12 April 4, 2017 is \$46,620.69. This amount is based upon the invoice from April 7, 2017. This
13 amount has already been paid by the Edgeworths on May 3, 2017.

14 The amount of attorney’s fees for the period of April 5, 2017 to July 28, 2017, for the
15 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney’s fees for this period for
16 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
17 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
18 been paid by the Edgeworths on August 16, 2017.³

19 The amount of attorney’s fees for the period of July 31, 2017 to September 19, 2017, for the
20 services of Daniel Simon Esq. is \$119,762.50. The amount of attorney’s fees for this period for
21 Ashley Ferrel Esq. is \$60,981.25. The amount of attorney’s fees for this period for Benjamin Miller
22 Esq. is \$2,887.50. The amount of costs outstanding for this period is \$71,555.00. This amount
23 totals \$255,186.25 and is based upon the invoice from September 19, 2017. This amount has been
24 paid by the Edgeworths on September 25, 2017.

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26
27 ²There are no billing amounts from December 2 to December 4, 2016.

28 ³ There are no billings from July 28 to July 30, 2017.

1 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
2 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
3 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
4 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
5 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
6 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
7 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
8 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
9 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

10 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.
11 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
12 by the Edgeworths, so the implied fee agreement applies to their work as well.

13 The Court finds that the total amount owed to the Law Office of Daniel Simon for the period
14 of September 19, 2018 to November 29, 2017 is \$284,982.50.

15 *Costs Owed*

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17 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding
18 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,
19 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-
20 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought
21 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later
22 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so
23 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

24
25
26 ⁴ There are no billings for October 8th, October 28-29, and November 5th.

27 ⁵ There is no billing for the October 7-8, October 22, October 28-29, November 4, November 11-12, November 18-19,
November 21, and November 23-26.

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

Quantum Meruit

When a lawyer is discharged by the client, the lawyer is no longer compensated under the discharged/breached/repudiated contract, but is paid based on quantum meruit. *See e.g. Golightly v. Gassner*, 281 P.3d 1176 (Nev. 2009) (*unreported*) (*discharged contingency attorney paid by quantum meruit rather than by contingency fee pursuant to agreement with client*); citing, *Gordon v. Stewart*, 324 P.3d 234 (1958) (*attorney paid in quantum meruit after client breach of agreement*); and, *Cooke v. Gove*, 114 P.2d 87 (Nev. 1941) (*fees awarded in quantum meruit when there was no contingency agreement*). Here, Simon was constructively discharged by the Edgeworths on November 29, 2017. The constructive discharge terminated the implied contract for fees. William Kemp Esq. testified as an expert witness and stated that if there is no contract, then the proper award is quantum meruit. The Court finds that the Law Office of Daniel Simon is owed attorney's fees under quantum meruit from November 29, 2017, after the constructive discharge, to the conclusion of the Law Office's work on this case.

In determining the amount of fees to be awarded under quantum meruit, the Court has wide discretion on the method of calculation of attorney fee, to be "tempered only by reason and fairness". *Albios v. Horizon Communities, Inc.*, 132 P.3d 1022 (Nev. 2006). The law only requires that the court calculate a reasonable fee. *Shuette v. Beazer Homes Holding Corp.*, 124 P.3d 530 (Nev. 2005). Whatever method of calculation is used by the Court, the amount of the attorney fee must be reasonable under the *Brunzell* factors. *Id.* The Court should enter written findings of the reasonableness of the fee under the *Brunzell* factors. *Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury Standish*, 216 P.3d 779, at fn2 (Nev. 2009). *Brunzell* provides that "[w]hile hourly time schedules are helpful in establishing the value of counsel services, other factors may be equally significant. *Brunzell v. Golden Gate National Bank*, 455 P.2d 31 (Nev. 1969).

The *Brunzell* factors are: (1) the qualities of the advocate; (2) the character of the work to be done; (3) the work actually performed; and (4) the result obtained. *Id.* However, in this case the Court notes that the majority of the work in this case was complete before the date of the constructive discharge, and the Court is applying the *Brunzell* factors for the period commencing

1 after the constructive discharge.

2 In considering the Brunzell factors, the Court looks at all of the evidence presented in the
3 case, the testimony at the evidentiary hearing, and the litigation involved in the case. In this case, the
4 evidence presented indicates that, after the constructive discharge, Simon received consent from the
5 Edgeworths, through the Vannah Law Firm, to settle their claims against Lange Plumbing LLC for
6 \$25,000. Simon continued to work with the attorneys for Lange Plumbing LLC to settle the claims
7 for more than \$25,000, and ultimately ended up settling the claims for \$100,000. The record
8 indicates that on December 5, 2017, Simon attempted an email to contact Brian Edgeworth
9 regarding settling of the Lange case, as he was continuing to have discussions with Lange's counsel,
10 regarding settling of the claims. However, Simon was told to contact Vannah's office as the
11 Edgeworths were refusing his attempts to communicate. He then, reached out to Vannah's office and
12 continued to work with Vannah's office to settle the Viking and the Lange claims. On December 7,
13 2017, Sion sent a letter advising Mr. Vannah regarding the Lange claim. Simon had advised the
14 Edgeworths on settling of the Lange claim, but they ignored his advice and followed the advice of
15 the Vannah & Vannah. Upon settlement of all the claims, the Edgeworths made the unusual request
16 to open a new trust account with Mr. Vannah as the signer to deposit the Viking settlement proceeds.
17 Mr. Simon complied with the request. Further, there were continued representations from the
18 Edgeworths and the Vannah Law Firm that Simon had not been terminated from representation of
19 the Edgeworths, and no motion to withdraw was filed in this case.

20
21 *1. Quality of the Advocate*

22 Brunzell expands on the "qualities of the advocate" factor and mentions such items as
23 training, skill and education of the advocate. Mr. Simon has been an active Nevada trial attorney for
24 over two decades. He has several 7-figure trial verdicts and settlements to his credit. Craig
25 Drummond Esq. testified that he considers Mr. Simon a top 1% trial lawyer and he associates Mr.
26 Simon in on cases that are complex and of significant value. Michael Nunez Esq. testified that Mr.
27 Simon's work on this case was extremely impressive. William Kemp Esq. testified that Mr. Simon's
28

1 work product and results are exceptional.

2
3 2. The Character of the Work to be Done

4 The character of the work done in this case is complex. This case was a very complex
5 products liability case, from the beginning. After the constructive discharge of Simon, the
6 complications in the case continued. The continued aggressive representation of Mr. Simon, in
7 prosecuting the case was a substantial factor in achieving the exceptional results. Even after the
8 constructive termination, Simon continued to work on the case. At one point, Simon said that he was
9 not going to abandon the case, and he didn't abandon the case. The lack of communication with the
10 Edgeworths made continuation of the case difficult, but Simon continued to work on the case and
11 ended up reaching a resolution beneficial to the Edgeworths.

12
13 3. The Work Actually Performed

14 Mr. Simon was aggressive in litigating this case. Since Mr. Edgeworth is not a lawyer, it is
15 impossible that it was his work alone that led to the settlement of the Viking and Lange claims, for a
16 substantial sum, in the instant case. The Lange claims were settled for four times the original offer,
17 because Simon continued to work on the case. He continued to make efforts to communicate with
18 the Edgeworths and even followed their requests to communicate with Vannah's office. He also
19 agreed to their request of opening a trust account, though in an unusual fashion. All of the work by
20 the Law Office of Daniel Simon led to the ultimate result in this case, and a substantial result for the
21 Edgeworths.

22
23 4. The Result Obtained

24 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
25 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
26 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
27 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
28

1 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
2 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
3 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
4 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
5 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
6 were made more than whole with the settlement with the Viking entities.

7 In determining the amount of attorney's fees owed to the Law Firm of Daniel Simon, the
8 Court also considers the factors set forth in Nevada Rules of Professional Conduct – Rule 1.5(a)
9 which states:

10
11 (a) A lawyer shall not make an agreement for, charge, or collect an
12 unreasonable fee or an unreasonable amount for expenses. The factors to be
13 considered in determining the reasonableness of a fee include the following:

14 (1) The time and labor required, the novelty and difficulty of the
15 questions involved, and the skill requisite to perform the legal service
16 properly;

17 (2) The likelihood, if apparent to the client, that the acceptance of the
18 particular employment will preclude other employment by the lawyer;

19 (3) The fee customarily charged in the locality for similar legal
20 services;

21 (4) The amount involved and the results obtained;

22 (5) The time limitations imposed by the client or by the
23 circumstances;

24 (6) The nature and length of the professional relationship with the
25 client;

26 (7) The experience, reputation, and ability of the lawyer or lawyers
27 performing the services; and

28 (8) Whether the fee is fixed or contingent.

NRCP 1.5. However, the Court must also consider the remainder of Rule 1.5 which goes on to state:

(b) The scope of the representation and the basis or rate of the fee and
expenses for which the client will be responsible shall be communicated to the
client, preferably in writing, before or within a reasonable time after
commencing the representation, except when the lawyer will charge a
regularly represented client on the same basis or rate. Any changes in the
basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the
service is rendered, except in a matter in which a contingent fee is prohibited

1 by paragraph (d) or other law. A contingent fee agreement shall be in writing,
2 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:

3 (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
4 settlement, trial or appeal;

5 (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;

6 (3) Whether the client is liable for expenses regardless of outcome;

7 (4) That, in the event of a loss, the client may be liable for the
opposing party's attorney fees, and will be liable for the opposing party's
8 costs as required by law; and

9 (5) That a suit brought solely to harass or to coerce a settlement may
result in liability for malicious prosecution or abuse of process.

10 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
with a written statement stating the outcome of the matter and, if there is a
11 recovery, showing the remittance to the client and the method of its
determination.

12
13 NRCP 1.5.

14 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
15 the Edgeworths, the character of the work was complex, the work actually performed was extremely
16 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
17 factors justify a reasonable fee under NRPC 1.5.

18 However, the Court must also consider the fact that the evidence suggests that the basis or
19 rate of the fee and expenses for which the client will be responsible were never communicated to the
20 client, within a reasonable time after commencing the representation. Further, this is not a
21 contingent fee case, and the Court is not awarding a contingency fee.

22 Instead, the Court must determine the amount of a reasonable fee. In determining this
23 amount of a reasonable fee, the Court must consider the work that the Law Office continued to
24 provide on the Edgeworth's case, even after the constructive discharge. The record is clear that the
25 Edgeworths were ready to sign and settle the Lange claim for \$25,000 but Simon kept working on
26 the case and making changes to the settlement agreement. This resulted in the Edgeworth's
27 recovering an additional \$75,000 from Lange plumbing. Further, the Law Office of Daniel Simon
28

1 continued to work on the Viking settlement until it was finalized in December of 2017, and the
2 checks were issued on December 18, 2017. Mr. Simon continued to personally work with Mr.
3 Vannah to attempt to get the checks endorsed by the Edgeworths, and this lasted into the 2018 year.
4 The record is clear that the efforts exerted by the Law Office of Daniel Simon and Mr. Simon
5 himself were continuing, even after the constructive discharge. Though the previous agreement
6 between Simon and the Edgeworths was for \$550 per hour, the Court must take into consideration
7 that the Edgeworths' fee agreement with Vannah & Vannah was for \$925 per hour.

8 In considering the reasonable value of these services, under quantum meruit, the Court is
9 considering the previous \$550 per hour fee from the implied fee agreement, the fee for the Vannah
10 & Vannah Law Firm, the Brunzell factors, and additional work performed after the constructive
11 discharge. As such, the COURT FINDS that the Law Office of Daniel Simon is entitled to a
12 reasonable fee in the amount of \$200,000, from November 29, 2017 to the conclusion of this case.

14 CONCLUSION

15 The Court finds that the Law Office of Daniel Simon properly filed and perfected the
16 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further
17 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the
18 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The
19 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.
20 Simon as their attorney, when they ceased following his advice and refused to communicate with
21 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied
22 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until
23 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,
24 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and
25 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November
26 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is
27 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being
28

1 constructively discharged, under quantum meruit, in an amount of \$200,000. The Court further
2 finds that the Law Office of Daniel Simon is entitled to costs in the amount of \$71,594.93.

3
4 **ORDER**

5 It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien
6 of the Law Office of Daniel S. Simon was previously granted. The Court further finds that it lacked
7 jurisdiction to issue the Fourth Amended Decision and Order on Motion to Adjudicate Lien on
8 September 27, 2022, since the Supreme Court Remittitur had not issued. The Court further finds that
9 the Motion for Adjudication Following Remand is granted in part, as the Court finds that there was
10 ample foundation for the quantum meruit award of \$200,000.00. As such, the reasonable fee due to
11 the Law Office of Daniel Simon is \$556,577.43, which includes outstanding costs.

Dated this 28th day of March, 2023

12 IT IS SO ORDERED.

13
14 
15 _____
16 DISTRICT COURT JUDGE

17 D39 E59 9E22 C62D
18 Tierra Jones
19 District Court Judge
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27
28

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: 3/28/2023

16 Peter Christiansen

pete@christiansenlaw.com

17 Whitney Barrett

wbarrett@christiansenlaw.com

18 Daniel Simon .

lawyers@simonlawlv.com

19 Rhonda Onorato .

ronorato@rlattorneys.com

20 Kendelee Leascher Works

kworks@christiansenlaw.com

21 R. Todd Terry

tterry@christiansenlaw.com

22 Keely Perdue

keely@christiansenlaw.com

23 Jonathan Crain

jcrain@christiansenlaw.com

24 Mariella Dumbrique

mdumbrique@blacklobello.law

25 Chandi Melton

chandi@christiansenlaw.com

26
27
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1	John Greene	jgreene@vannahlaw.com
2	Tyler Ure	ngarcia@murchisonlaw.com
3	Nicole Garcia	ngarcia@murchisonlaw.com
4	Michael Nunez	mnunez@murchisonlaw.com
5	James Christensen	jim@jchristensenlaw.com
6	James Christensen	jim@jchristensenlaw.com
7	Michael Nunez	mnunez@murchisonlaw.com
8	Daniel Simon	dan@danielsimonlaw.com
9	Gary Call	gcall@rlattorneys.com
10	J. Graf	Rgraf@blacklobello.law
11	Robert Vannah	rvannah@vannahlaw.com
12	Esther Barrios Sandoval	esther@christiansenlaw.com
13	Christopher Page	chrispage@vannahlaw.com
14	Aileen Bencomo	ab@christiansenlaw.com
15	Steve Morris	sm@morrislawgroup.com
16	Rosa Solis-Rainey	rsr@morrislawgroup.com
17	Zeairah Marable	zmarable@vannahlaw.com
18	Laysha Guerrero	lguerrero@vannahlaw.com
19	Claudia Morrill	cam@morrislawgroup.com
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If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 3/29/2023

26	Theodore Parker	2460 Professional CT STE 200
27		Las Vegas, NV, 89128
28		

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

March 07, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

March 07, 2017 9:00 AM All Pending Motions

HEARD BY: Barker, David **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Call, Gary W. Attorney
Dalacas, Athanasia E. Attorney
Pancoast, Janet C Attorney
Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT...PLAINTIFF'S MOTION TO AMEND
THE COMPLAINT ON ORDER SHORTENING TIME

Following arguments by counsel, COURT ORDERED, Plaintiff's Motion to Amend the Complaint,
GRANTED. COURT FURTHER ORDERED, Plaintiff's Motion for Summary Judgment, DENIED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

April 25, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

**April 25, 2017 9:30 AM Motion for Summary
Judgment**

HEARD BY: Bonaventure, Joseph T. **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Dalacas, Athanasia E. Attorney
Pancoast, Janet C Attorney
Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- Court noted it reviewed everything. Further, its only been a short time for discovery. Following arguments by counsel, Court Stated its Findings, and ORDERED, Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only, DENIED WITHOUT PREJUDICE. Counsel can re-file after the production of the rebuttal experts reports. Plaintiff's counsel to prepare the order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****May 17, 2017**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

May 17, 2017	9:30 AM	Motion to Compel	Deft Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on OST
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HEARD BY: Bulla, Bonnie**COURTROOM:** RJC Level 5 Hearing Room**COURT CLERK:** Jennifer Lott**RECORDER:** Francesca Haak**REPORTER:****PARTIES**

PRESENT:	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney

JOURNAL ENTRIES

- Commissioner advised counsel they need a joint protocol for destructive testing. Ms. Dalacas stated some sprinkler heads were inspected, and testing was requested on eight sprinkler heads. Colloquy re: transporting sprinklers, and if items are lost, who gets the adverse inference. Arguments by counsel. Pltf's expert is in San Diego. Commissioner suggested a paralegal or secretary fly to pick up spinklers.

COMMISSIONER RECOMMENDED, motion is ALLOWED with CAVEATS; destructive testing is allowed for no more than 10 sprinkler heads as identified by experts; coordinate as other experts will be present or not, but filming is REQUIRED; Commissioner REQUIRED Defense counsel work with

Pltf's counsel to determine how sprinkler heads will be transported; Deft Lange Plumbing will bear the costs of transfer and costs for risk of sprinkler heads not arriving at destination here in Las Vegas, and an adverse inference may be given if appropriate. Ms. Pancoast stated implicating Lange Plumbing with an adverse inference could impact Viking. Ms. Pancoast stated another party is coming into the case.

COMMISSIONER RECOMMENDED, discovery cutoff EXTENDED to 10-16-17 adding parties, amended pleadings, and initial expert disclosures DUE 7-17-17; rebuttal expert disclosures DUE 8-17-17; file dispositive motions by 11-16-17; 1-8-2018 Trial date STANDS. Commissioner advised counsel to let the new party know about destructive testing. Commissioner is available by conference call if necessary.

Ms. Dalacas to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

June 07, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

June 07, 2017 9:30 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT:	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions Deft Lange Plumbing, LLC's Opposition / Countermotion for Sanctions

Commissioner advised counsel the knowledge requirement was removed from the 30(b)(6) deposition. Arguments by counsel. Commissioner will consider Mr. Simon's request for fees. MATTER TRAILED for counsel to conduct a 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Dalacas will try to produce one of four witnesses and produce a 30(b)(6) Deponent on 6-29-17, and produce 1,000 personnel records by 6-14-17. Mr. Simon needs to see records to determine fees. Argument by Ms. Dalacas, and counsel requested Commissioner deny the fees. COMMISSIONER RECOMMENDED, Pltfs' Motion for an Order to Show Cause on 6-21-17 STANDS.

COMMISSIONER RECOMMENDED, Mr. Simon's Request for Fees is UNDER ADVISEMENT;
Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee

and for Sanctions is GRANTED, and include agreement in the body of Report and Recommendations; Status Check SET on Compliance; Commissioner will continue matter if counsel have a conflict; Deft Lange Plumbing, LLC's Countermotion for Sanctions is DENIED.

Mr. Simon to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Further arguments by counsel. Ms. Dalacas's family member passed away.

7-12-17 9:00 a.m. Status Check: Mr. Simon's Request for Fees SC: Compliance

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****July 12, 2017**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

July 12, 2017**9:00 AM****Status Check**

**Status Check: Mr.
Simon's Request for
Fees SC:
Compliance**

HEARD BY: Bulla, Bonnie**COURTROOM:** RJC Level 5 Hearing Room**COURT CLERK:** Jennifer Lott**RECORDER:** Francesca Haak**REPORTER:****PARTIES**

PRESENT:	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Shaine, Cher L.	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Mr. Simon stated the 30(b)(6) witness was produced, and witness information is missing re: who installed sprinklers inside the home; Kyle Mao (Installer) was disclosed June 2017, Mr. Simon took his deposition and he was employed the entire time and is still employed. No information on Clinton Stephon or Al (maybe Alfonso). Argument by Mr. Simon; supplement provided to Commissioner in Open Court. On 6-14-17, Ms. Dalacas stated 3,000 Pages were produced, 14 employee personnel files, and counsel confirmed Mr. Mao was disclosed in a 16.1 disclosure within the last few months. Arguments by counsel. Mr. Simon will supplement costs for the 30(b)(6) deposition unless counsel work it out. Commissioner will uphold counsels' negotiations.

Based on the Memorandum of Costs, COMMISSIONER RECOMMENDED, Commissioner awarded

\$3,850, and payment due within 30 days after Court signs the recommendation. Commissioner accepted the analysis in supplemental memorandum, and Mr. Simon must apply the Brunzell factors; fees run to Lange Plumbing only, not the attorney; fees for court reporter and videographer for second 30(b)(6) deposition are UNDER ADVISEMENT; Status Check SET; if counsel believe documents are insufficient, have a 2.34 conference on the last 30(b)(6) discovery.

Mr. Simon requested measurements, raw data, and videotape from destructive testing on sprinklers, but portions weren't videotaped, and sprinklers must be transported back to Pltf's expert in California. Ms. Dalacas's expert has sprinklers in his possession, and counsel has no problem releasing them with a protocol in place. Colloquy. COMMISSIONER RECOMMENDED, counsel to work out the protocol; Ms. Dalacas must turn over videotape, raw data, and raw data sheet to all parties by 7-19-17. Expert disclosure deadlines discussed. Based on counsels' agreement, COMMISSIONER RECOMMENDED, move dates two weeks except dispositive motions. Ms. Shaine advised Commissioner she has a pending Motion on OST to extend deadlines and the Trial date. Commissioner stated the Judge's Order would supercede today's Recommendation from the Commissioner.

Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

8-9-17 9:00 a.m. Status Check: Fees (VACATED)

CLERK'S NOTE: In addition to the attorneys' fees awarded above, the Discovery Commissioner awards Plaintiffs their costs of \$973.20 for the Court Reporter and Videographer for the deposition of Bernie Lange taken on June 29, 2017. These costs are to be included in the July 12, 2017 Report and Recommendations to be prepared by Plaintiffs' counsel and submitted within ten (10) days. The Status Check hearing set 8-9-17 is VACATED. (JL 7-21-17)

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of:

Daviel Simon
Athanasia Dalacas - Resnick & Louis
Janet Pancoast - Cisneros & Marias
Cher Shaine - O'Reilly Law

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****July 25, 2017**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

July 25, 2017**9:30 AM****Motion****HEARD BY:** Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** Teri Berkshire**RECORDER:** Victoria Boyd**REPORTER:****PARTIES**

PRESENT:	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

JOURNAL ENTRIES

- Following arguments by counsel, Court stated its findings and ORDERED, As to Giberti Construction LLC's Motion to Extend Discovery Deadlines, based on the original discovery disclosure deadline of 7-17-17, discovery extended for thirty 30 days. Deadlines are as follows: Close of Discovery will be 11-13-17; Last day to file motions to amend pleadings or add parties will be 8-14-17; Initial expert disclosure will be 8-14-17; Rebuttal expert disclosure 9-18-17; Last day to file dispositive motions will be 12-11-17. Colloquy regarding trial stacks. Upon Counsel's request, Court noted the 2-5-18 trial date will be the governing trial date for supplemental reports by experts. Court noted Judge Bonaventure's ruling on 4-24-17 that the motion for summary Judgment motion could be renewed after rebuttal expert reports, the Court will let that ruling Stand.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

August 23, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

August 23, 2017 9:30 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT: Dalacas, Athanasia E. Attorney
 FERREL, ASHLEY Attorney
 Pancoast, Janet C Attorney
 Simon, Daniel S., ESQ Attorney
 Ure, Tyler Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST

Defendant's The Viking Corporation & Supply Network Inc.'s Motion for Protective Order (No. 2) & Request for OST

The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for OST

COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions is GRANTED IN PART; go back five years prior to date of this incident and produce models that use fusible link solder LIMITED to the United States for timeframe of January 1, 2012 up to the present time (any geographical locations where VK457 sprinkler heads were distributed). Arguments by counsel. Incident occurred April 2016. Two

Attorneys are in the courtroom, but they haven't been admitted Pro Hac Vice.

Email provided to Commissioner in Open Court from Mr. Simon. If an email is produced, Commissioner stated the attachments must be produced. MATTER TRAILED for a meaningful 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Pancoast will produce more information. Arguments by counsel. Mr. Simon stated California litigation involves the same sprinkler heads and the same activation issue. Mr. Simon contacted counsel for Plaintiffs, but they refused to speak with him. The California case did not go to Trial. Colloquy re: what the Protective Order covered. COMMISSIONER RECOMMENDED, turn over expert depositions, reports, and Deft depositions or 30(b)(6) depositions. Colloquy re: turning over documents filed or attached to dispositive motions unless the Court seals the entire case. COMMISSIONER RECOMMENDED, produce Pltf depositions (Harold Rogers and Patrick Human), and Mr. Simon will pay reasonable copy costs under Rule 34(d).

COMMISSIONER RECOMMENDED, in Motion to Compel - 1) VK457 produce all documents dealing with sprinkler activations worldwide from 1-1-2012 to the present; 2) production and decision to release 7800 sprinklers to the public December 2013 is a 30(b)(6) Topic - produce information and Pltf will pay reasonable copy charges; 3) drawings - provide information related to VK457; 4) all emails and attachments must be produced as discussed; 5) supplement answers and documents for VK457 and provide U.K. information related to VK457; 6) documents LIMITED to activation issues and over-tightening of screw or solder problem pertaining to VK457. Upon Mr. Simon's request for an organized production, COMMISSIONER RECOMMENDED, produce by date (month and year, earliest date first). Colloquy. COMMISSIONER RECOMMENDED, Request for Sanctions is DEFERRED, and Status Check SET; supplemental information due 9-22-17. Commissioner offered a Mandatory Settlement Conference. Ms. Pancoast stated the parties are setting up private Mediation in October. Contact Commissioner for assistance with a MSC if necessary.

Colloquy re: resetting Mr. Carnahan's deposition on 9-7-17. Commissioner will not give a second deposition after the rebuttal report. COMMISSIONER RECOMMENDED, counsel must comply with Rule 16.1(a)(2); overly burdensome production is DENIED with the CAVEAT, after taking Mr. Carnahan's deposition, request the transcript. Colloquy re: asking questions about Mr. Carnahan's participation with the Law Firm. Mr. Simon made the Demand on the record. COMMISSIONER RECOMMENDED, reports and deposition transcripts from Thorpe litigation and SSF litigation must be available, and the whole work file for this case; every report, deposition transcripts, and billing records are PROTECTED unless there was a specific report pertaining to VK457 or a deposition given in Thorpe or SSF cases; if under a Protective Order, assert a privilege, and provide a copy of the Court Order to Mr. Simon.

Colloquy re: emails not marked should not be confidential. Document provided to Commissioner in

Open Court from Mr. Simon. Arguments by counsel. Mr. Simon brought four discs re: document production. COMMISSIONER RECOMMENDED, for Rule 30(b)(6) deposition, subjects 621, 622, 623, 624, are LIMITED to VK457 for 1-1-2012 to the present, but are Not Limited to the United States; Interrogatory 1 - identify document and bates label, or answer and verify; Interrogatory 2 is LIMITED to VK457; Request for Production 7 and 16 - answer them for five years prior to subject incident LIMITED to VK457, and email attachments must be produced; RTP 1, 2, 3 - production is Not Limited to the U.S., but is LIMITED to VK457 for 1-1-2012 to the present; if Defts don't have documents, explain efforts and why Defts don't have documents; supplement due 9-22-17. COMMISSIONER RECOMMENDED, The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request is GRANTED IN PART; Defendant's The Viking Corporation & Supply Network Inc's Motion for Protective Order (No. 2) & Request is GRANTED IN PART.

Ms. Pancoast to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 20 days of the hearing. Otherwise, counsel will pay a contribution.

10-11-17 10:30 a.m. Status Check: Claims

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

September 07, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

September 07, 2017 3:00 AM

All Pending Motions

HEARD BY: Jones, Tierra

COURTROOM: RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Motion to Associate Counsel: Following a review of the papers and pleadings on file herein, the Court finds that the Motion to Associate Counsel is GRANTED

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

September 13, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

September 13, 2017	10:00 AM	Motion to Compel	Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or in the Alternative Motion to Strike Portions of Expert Testimony & OST
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HEARD BY: Bulla, Bonnie

COURTROOM: RJC Level 5 Hearing Room

COURT CLERK: Aja Brown

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT:	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

JOURNAL ENTRIES

- Commissioner will not strike expert testimony. Colloquy re: numerous requests to inspect, and Defts wanted to conduct a heat test and inspect the property (wasn't done); Defts want a one hour test, Pltfs who live in the house could remain (but they won't without Pltf's counsel present). Unless there is a change in circumstance, Commissioner inquired why another inspection is needed. Argument by Ms. Pancoast; counsel stated the inspection is to see the present condition of the house.

The house was listed for sale May 2017. Commissioner will give the Realtor expert some consideration. Ms. Pancoast will take the attic off the list based on the discussion, and the General Contractor will deal with claims from Page 41 on Appraiser's report. Commissioner asked Ms. Pancoast to articulate what Deft wants to inspect. Statement by Ms. Dalacas. Colloquy re: expert disclosures.

Argument by Mr. Simon; Pltf hasn't been deposed. Nothing has changed in the house, Pltf completed repairs as much as they could to list the house; things disclosed from day one are ultimately unrepairable, and Mr. Simon stated that is the case. Arguments by counsel. Pltfs are still living in the house. Commissioner will not continue the Trial date. Counsel were Directed not to speak and argue with each other, but present arguments to Commissioner. Colloquy re: status of the fireplace. Mr. Simon stated the house was fully repaired to the best it could be, and listed for sale May 2017. Commissioner is asking questions, and counsel must answer without interruption. COMMISSIONER RECOMMENDED, motion is DENIED WITHOUT PREJUDICE. Ms. Pancoast requested color copies of photos from Pltf Appraisal expert's report. Provided as discussed. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

September 19, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

**September 19, 2017 9:30 AM Motion to Amend
Complaint**

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	FERREL, ASHLEY	Attorney
	KERSHAW, SETH S, ESQ	Attorney
	Nunez, Michael J.	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Following arguments by counsel, Court Stated its Findings and ORDERED, Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc, GRANTED. Mr. Simon to prepare the order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

September 20, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

September 20, 2017 9:30 AM

All Pending Motions

HEARD BY: Bulla, Bonnie

COURTROOM: RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT: Couvillier III, Maximiliano D. Attorney
 FERREL, ASHLEY Attorney
 Pancoast, Janet C Attorney
 Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum

NonParty Rimkus Construing Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order

Mr. Simon stated during the deposition, the Engineer agreed to prepare a list, a bill was sent, and Mr. Simon paid it. Then there was an objection. Commissioner advised counsel to modify the Subpoena. Arguments by counsel. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum is GRANTED, scope of Subpoena is MODIFIED and limited to the VK457 sprinkler heads list by Mr. Johnson; REDACT name of person or entity on ownership where sprinklers were examined; the entire list Will Not be

shared with anyone outside of litigation, and the consulting type reviews are PROTECTED under Rule 26(c) until such time as otherwise ordered by the District Court Judge; for matters reviewed involving litigation, identify and go back four years pursuant to Rule 16.1; if there are court cases, there is no privilege. Upon Mr. Simon's request, COMMISSIONER RECOMMENDED, whatever list Mr. Johnson contemplated at the time of his deposition will be disclosed; if the list includes a case already in litigation, it is Not Protected.

COMMISSIONER RECOMMENDED, NonParty Rimkus Construing Group, Inc.'s Counter-Motion to Quash, and Motion for Protective Order is DENIED. Mr. Couvillier requested cost sharing. Commissioner stated Mr. Simon will not be charged more money.

Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****October 03, 2017**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

October 03, 2017 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	Boezeman-Farias, Laura	Attorney
	FERREL, ASHLEY	Attorney
	KERSHAW, SETH S, ESQ	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time....Third Party Defendant Giberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST

Court noted it received an opposition in chambers late yesterday, however, the one the Court has does not have a file stamp. The parties agree to go forward. Mr. Simon submitted photo's to the Court and lodged as Court's exhibits. COURT ORDERED, Joinder GRANTED. Following arguments by counsel, Court stated its Findings and ORDERED, Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal, GRANTED. Court noted if for some reason, that changes and counsel finds out additional information and goes through the proper procedures, counsel can readdress that. Plaintiff's counsel to prepare the order and submit to Court for signature.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

October 04, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

October 04, 2017 9:30 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT: Dalacas, Athanasia E. Attorney
 FERREL, ASHLEY Attorney
 KERSHAW, SETH S, ESQ Attorney
 Pancoast, Janet C Attorney
 Simon, Daniel S., ESQ Attorney
 Ure, Tyler Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their DocumentsThird Party Deft Giberti Corporation LLC's Joinder

COMMISSIONER RECOMMENDED, submit amended privilege log to Commissioner as soon as possible but by 10-13-17 (10-10-17 RESCINDED); hand deliver to Commissioner, Pltf, and co-Defense counsel (no ex-parte). Defts agreed to provide an Opposition by 10-11-17 to Motion to Strike the Answer. COMMISSIONER RECOMMENDED, Motion to De-Designate and the Joinder are CONTINUED.

Plaintiffs' Motion to Compel Testimony and Evidence of Defts, the Viking Corporation & Supply

Network Inc dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST Third Party Deft Giberti Corporation LLC's Joinder

Commissioner addressed confidential document production and the Protective Order. Colloquy. Argument by Mr. Kershaw and Mr. Simon. Two documents produced in this case by Viking were provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, whatever Mr. Carnahan reviewed / authored in preparation for his deposition and testimony will be produced (including UL documents and billing records). Arguments by counsel. COMMISSIONER RECOMMENDED, Motion to Compel and Joinders are GRANTED within parameters; Mr. Carnahan will provide testimony on sprinkler head VK457 and materials; to the extent Mr. Carnahan did testing in other venues for opinions he relied on in this case, costs of three tests, and Mr. Carnahan's compensation, the information must be produced, and address related bias issues; no other billing.

COMMISSIONER RECOMMENDED, costs of Mr. Carnahan's second deposition borne by Deft including pay expert fees, Court Reporter fee, and pay for Plaintiff's transcript. Mr. Carnahan is in Los Angeles. Under these circumstances, COMMISSIONER RECOMMENDED, the second deposition can be a video conference for 3 1/2 hours, and send documents to the Court Reporter in advance; Deft will pay for video conference and Videographer. COMMISSIONER RECOMMENDED, produce additional documents to Pltf's counsel no later than 10-25-17 (RESCIND 10-31-17), and complete Mr. Carnahan's deposition by 11-15-17 (RESCIND 11-30-17); alternative relief is DENIED WITHOUT PREJUDICE, and the expert Is Not Stricken; documents discussed will be covered by the Protective Order in this case.

Ms. Dalacas had no chance to question Mr. Carnahan, and counsel requested time to question the expert. Commissioner advised Ms. Dalacas and Defense counsel they must pay the expert's time (invoice after deposition). Mr. Simon stated the Judge gave a somewhat Firm Trial date of 2-5-18; discovery cutoff EXTENDED to 12-1-17; dispositive motions deadline STANDS; no repetitive questioning. COMMISSIONER RECOMMENDED, deposition is one day, do not exceed seven hours. Commissioner is available by conference call. Mr. Simon stated Mediation is set 10-10-17. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

10-18-17 10:30 a.m. Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST and Joinder

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

October 18, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

October 18, 2017 10:30 AM All Pending Motions

HEARD BY: Bulla, Bonnie

COURTROOM: RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT: Dalacas, Athanasia E. Attorney
 FERREL, ASHLEY Attorney
 Pancoast, Janet C Attorney
 Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST
Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST Status Check: Compliance I
Discovery

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's
Confidentiality of Their Documents on OST

Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking
Defendants Answer on OST

Kenton L. Robinson, Esquire, for The Viking Corporation and Supply Network Inc.

Commissioner advised Mr. Simon to make a list of all discovery abuses. Commissioner inquired 1) was there actual in fact any type of head testing on sprinklerhead VK457; 2) whether testing associated with VK456 formed the basis of testing or resolution on VK457, and information that supports how many sprinklers prematurely activated causing a claim, knowledge of a claim, or knowledge it actually happened (loss or not); how many premature activations were there, and if information was known prior to this lawsuit in 2016.

Mr. Simon cannot address certain information as it hasn't been disclosed, and Defts were not forthcoming. Argument by Mr. Simon. Document provided to Commissioner in Open Court. Discovery abuse 1 - misrepresentation and failure to produce documents; 2 - failure to produce relevant emails and attachments as previously ordered. Argument by Mr. Simon. Commissioner addressed previous recommendation including protection of VK456. Discovery abuse 3 - misrepresentation and failure to provide testing of VK457 specifically for UL testing.

Sia Dalacas, Esquire, present for Lange Plumbing LLC.

Upon Commissioner's inquiry, Ms. Dalacas stated Lange Plumbing replaced all heads with Tyco heads in 2016, and Lange Plumbing paid for it; no reimbursement. Document provided to Commissioner from Mr. Simon in Open Court. Discovery abuse 4 - misrepresentations for failure to timely produce evidence of premature activations of sprinklerhead VK457. Argument by Mr. Robinson in opposition to Discovery abuses 1, 2, 3, 4. Colloquy re: findings of testing sprinklerheads. Mr. Simon responded to opposition. Document provided to Commissioner in Open Court from Mr. Simon. Arguments by counsel. Mr. Simon requested Discovery abuse 5 - the reason VK457 was discontinued. Commissioner asked if counsel are interested in a Mandatory Settlement Conference. No objection by Ms. Dalacas; no objection by Mr. Robinson to a Mediation or Settlement Conference with a Judge. Mr. Simon stated Pltf will attend, however, counsel doesn't know how fruitful it will be as Mr. Simon is still trying to obtain information. Mr. Simon stated expert depositions are being scheduled. Colloquy. COMMISSIONER RECOMMENDED, Status Check SET.

Commissioner addressed the difficulty of the 55 Page privilege log. Argument by Ms. Pancoast. Commissioner advised counsel to meet and discuss what constitutes a protected document. Commissioner advised counsel if there is a case termination sanction, the District Court Judge will conduct the Evidentiary Hearing. Mr. Simon requested a stay on expert depositions. Commissioner suggested counsel move expert depositions. COMMISSIONER RECOMMENDED, Motion and Joinders are UNDER ADVISEMENT and CONTINUED.

10-24-17 11:00 a.m. same as above

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

October 24, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

October 24, 2017 11:00 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT: FERREL, ASHLEY Attorney
Pancoast, Janet C Attorney
Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- Status Check: Status of case

Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST

Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants Answer on OST

ATTORNEYS PRESENT: Athanasia Dalacas (Lange Plumbing LLC) and Kenton Robinson (Supply

Network Inc. and Viking Corporation).

Colloquy re: load on link testing (pressure test), and solder creep testing (heat, pressure, time); discussion re: UL testing and product shipped in 2009. First premature activation of sprinkler head in 2013, and this incident was 4-9-16. Trial date is 1-8-18; Pltf's dispositive Motion against Lange Plumbing set 10-31-17. Ms. Pancoast stated the Judge advised counsel to be Trial ready 2-5-18. Theodore Parker, Esquire, present for Lange Plumbing. Commissioner advised counsel an Evidentiary Hearing is needed to determine whether or not there were intentional acts of misrepresentation, and an Evidentiary Hearing is DEFERRED to the District Court Judge. Commissioner addressed counsel regarding the combination of factors that led the case to where it is today.

Based on a review of the papers, pleadings, and supplements in this case, COMMISSIONER FINDS 1) there was a misrepresentation to Pltfs in this case made by Viking Defts that UL testing was performed on the VK457 sprinkler head at or near the time the sprinkler head was marketed in 2008/2009 when this in fact had not occurred; 2) additional misrepresentations made by Viking Defts that UL had properly tested VK457, and there were no manufacturing defects in VK457 in production of VK457 in spite of the fact it had performed load on link testing in this case with this sprinkler head; 3) critical UL testing of sprinkler head - what the proper heat exposure could be for VK457 to start to disintegrate and cause premature activation, and whether there was a manufacturing defect (tightening screws causing lever to bend and pressure to increase on link causing premature activation of VK457); 4) number of premature activations of VK457 prior to filing this lawsuit. It is unclear to Commissioner the cause of one other premature activation in Clark County, and nothing was done until May 2017. COMMISSIONER FINDS 5) in spite of current knowledge of VK457 Deft continued to answer written discovery that UL testing was done in this case, and giving inconsistent answers to written discovery different than what their 30(b)(6) witness testified to and what their expert testified to. Colloquy re: Request for Admission 19.

After an Evidentiary Hearing, if the Judge issues case terminating sanctions, Commissioner's Recommendation will be Moot. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Strike the Viking Defendants' Answer and Joinder are DEFERRED to the Judge. In lieu of striking Viking's Answers, alternative relief is provided, and COMMISSIONER RECOMMENDED the Jury be advised by proper Jury instruction that contrary to initial representations made by Viking Defts in this case, no UL testing was performed on VK457 that involved load on link testing and/or heat tolerance testing; 2) due to misrepresentations made re: UL testing, there were significant costs incurred to determine testing was not completed; Commissioner understands testing is now being done, however, COMMISSIONER RECOMMENDED current testing on sprinkler head Not Be Allowed at Trial; Deft Will Not be able to utilize the heat defense at the time of Trial; all references to such be STRICKEN, and no expert testimony re: failure of VK457 due to heat in the attic. Argument by Mr. Parker.

Fees and costs are DEFERRED to the Judge; COMMISSIONER RECOMMENDED an award of fees and costs for bringing a Motion to Strike Answers, for supplements, and Hearings for Pltfs' counsel; Deft could put together fees and costs to defend with the Brunzell factors. If Answers are Not Stricken and case is sent back to Commissioner to determine fees and costs, Commissioner will hear the matter. Arguments by counsel. Language discussed on an adverse inference Jury instruction. Commissioner stated in lieu of striking the Answers, there should be a Jury instruction given that contrary to representations made, UL did not test VK457 sprinkler head. Arguments by counsel. COMMISSIONER RECOMMENDED Viking's heat defense / theory why the VK457 sprinklers prematurely activated be STRICKEN; load on link testing defense is DEFERRED to the Judge. Mr. Simon requested to stay expert discovery. Commissioner has no opposition, but terms of stay are DEFERRED to the Judge. Commissioner offered a Mandatory Settlement Conference or Mediation; speak to the clients. Mr. Simon addressed revising the privilege log. Argument by Ms. Pancoast.

Commissioner will review documents in camera. Arguments by counsel re: document production. Court Clerk received an email that Ms. Pancoast is needed in Department 6. COMMISSIONER RECOMMENDED, documents produced in this case will REMAIN PROTECTED until otherwise ordered by the District Court Judge; if any documents contain factual information, that information is not protected. Document provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, personal identifiers are PROTECTED; Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents and Joinder are CONTINUED. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

11-17-17 10:00 a.m.

Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

October 31, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

October 31, 2017 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: FERREL, ASHLEY Attorney
Pancoast, Janet C Attorney
Parker, Theodore Attorney
Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only

APPEARANCES CONTINUED, Kenton Robinson Esq., present on behalf of Supply Network Inc. and Viking Corporation.

Court advised it spoke with Commissioner Bulla regarding the discovery violations found, and that Commissioner Bulla kicked the Heat Defense. Upon Court's inquiry regarding the load on link testing, and Commissioner Bulla's ruling as to that portion being left up to this Court, Mr. Simon advised there's some new current load on link testing, and not a single document has been produced. Further, Commissioner Bulla said they're never using that new testing. As far as the heat defense she's striking that. As to the load on link defense, based on the UL testing that wasn't done, that issue was deferred to this Court. As to all fees and costs regarding the discovery violations, that was deferred to this Court.

Argument by Mr. Simon in support of Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan. Opposition by Mr. Robinson. Court noted it would like to review Commissioner Bulla's findings that are not available in Odyssey yet, before ruling on this motion. Mr. Simon to submit Reply to Opposition by the end of the week.

Representations by Mr. Parker requesting the Court continue the matter, advising he asked Mr. Simon for an extension on this hearing, as he just received the file last week and he hasn't seen the discovery. Further, counsel is still waiting on correspondence files from withdrawing counsel, and there may have been a mistake with the thumb drive and he hasn't received the written discovery. Upon Court's inquiry, the opposition was filed by the withdrawing counsel. Mr. Simon requested previous counsel be present. Colloquy regarding previous counsel. Mr. Parker advised if they get the substitution of counsel done, it should alleviate some of the Court's concerns. COURT ORDERED, matters CONTINUED to the date given.

11/14/17 9:30 A.M. Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 09, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

November 09, 2017 3:00 AM Motion to Reconsider

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Plaintiff s Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

Following a review of the papers and pleadings on file herein, COURT ORDERED a Status Check Hearing on November 14, 2017 at 9:30 a.m.

11/14/17 9:30 A.M. Status Check: Plaintiff s Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 14, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

November 14, 2017 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: FERREL, ASHLEY Attorney
Pancoast, Janet C Attorney
Parker, Theodore Attorney
Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- Status Check: Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time

APPEARANCES CONTINUED: Kenton Robinson Esq., for Supply Network Inc. and Viking Corporation. Mr. Polsenburg, present, pending counsel.

Court noted Plaintiff had a motion on the Court moved Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel form its chamber's calendar since all parties were here today. Further, the Court spoke with Discovery Commissioner Bulla and her recommendations from the last hearing in October should be out next week or the week after and those are the subject of the evidentiary hearing. Upon Court's inquiry, Mr. Simon advised counsel will need 3 full days for the hearing. Colloquy regarding Court's schedule and counsel's availability. Mr. Parker advised he would like to see the Giberti file and American Grating. Court noted counsel

was to confer on this. Court directed counsel to meet Thursday or Friday. Further, if counsel has discovery issues, they can address those with Discovery Commissioner Bulla. COURT ORDERED, Evidentiary Hearing Set for 12-13-17, at 10:30 a.m., 12-14-17 and 12-15-17 at 9:00 a.m. Argument by Mr. Simon in support Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time. Argument in opposition by Mr. Robinson. COURT ORDERED, Ruling DEFERRED until the conclusion of the Evidentiary Hearing. Argument by Mr. Simon in support of Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only. Argument in Opposition by Mr. Parker. Court directed Mr. Parker to supplement the Opposition, by 11-22-17 at close of business. Further, Mr. Simon to file Reply to Opposition by 12-1-17 at close of business. and hearing set on 12-7-17 at 9:30 a.m. Further, Motion to Bifurcate to be heard on 12-7-17 at 9:30 a.m. As to Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel, Court noted it doesn't have Discovery Commissioner Bulla's Recommendations and the Evidentiary Hearing. Colloquy regarding the dispositive motion deadline, and outstanding depositions, Ms. Pancoast advised the parties moved all the deadlines and focusing on the 2-5-18 trial date and the close of discovery is January 1, 2018, based on the Motion to Continue trial. Further, counsel requested a order for Settlement Conference. Opposition by Mr. Simon. Court noted it will talk to Commissioner Bulla, and counsel can revisit the issue if something has changed.

12/07/17 9:00 a.m. Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Motion to Bifurcate

12-13-17 10:30 a.m. Evidentiary Hearing

12-14-17 9:00 a.m. Evidentiary Hearing

12-15-17 9:00 a.m. Evidentiary Hearing Ruling: Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 17, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

November 17, 2017 10:00 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT:	Pancoast, Janet C	Attorney
	Parker, Theodore	Attorney
	Polsenberg, Daniel F.	Attorney
	Simon, Daniel S., ESQ	Attorney
	Sinnott, Randolph P.	Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Non-Party Zurich American Insurance Company's Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, and Counter Motion to Compel Defts the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of Discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34(e) & Request for OST

Defendants The Viking Corporation & Supply Network Inc's Motion to Strike Plaintiff's Untimely Disclosed Expert Crane Pomerantz & Request for OST

Plaintiffs' Opposition to Non-Party Zurich American Insurance Co.'s Motion for a Protective Order,

or in the Alternative to Quash Subpoenas and Counter Motion to Compel

Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery on OST

Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on OST

Kenton Robinson, Esquire, for Viking Corporation and Supply Network Inc.

All counsel agreed to work together in good faith and requested to continue all Motions.
COMMISSIONER RECOMMENDED, all matters CONTINUED to 12-1-17.

12-1-17 8:30 a.m. same as above

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 21, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

November 21, 2017	9:30 AM	Motion for Determination of Good Faith Settlement	Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement
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HEARD BY: Jones, Tierra

COURTROOM: RJC Courtroom 14B

COURT CLERK: Kathy Thomas

RECORDER: Trisha Garcia

REPORTER:

PARTIES

PRESENT:	FERREL, ASHLEY	Attorney
	Nunez, Michael J.	Attorney

JOURNAL ENTRIES

- Colloquy regarding the motion being unopposed. COURT ORDERED, Motion for Good Faith Settlement, GRANTED. COURT FURTHER ORDERED, Third-Party Defendant, Giberti Construction, DISMISSED. Mr. Nunez to prepare the order. Upon Court's inquiry of settlement for the remaining parties, Ms. Ferrel advised the Court she would inform chambers if the case should settle.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****December 12, 2017**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

December 12, 2017	8:45 AM	Motion for Determination of Good Faith Settlement	Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement & Request for Order Shortening Time
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HEARD BY: Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** Tena Jolley**RECORDER:** Victoria Boyd**REPORTER:****PARTIES**

PRESENT:	Henriod, Joel D.	Attorney
	Pancoast, Janet C	Attorney
	Parker, Theodore	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- The Court noting there was no opposition. Mr. Parker indicated they intended to file an opposition however he and Mr. Simon were able to arrive at a settlement yesterday evening and he will be presenting his own motion for determination of good faith settlement shortly. Ms. Pancoast stated as part of the resolution that Lange's cross-claims against the Viking entities is also resolved. Mr. Parker stated the agreement with Mr. Simon would include Lange paying plaintiffs and dropping their cross-claims and requested that any order that is presented by Viking to include a dismissal of their cross-claims and in turn Lange will also do the same as part of our order. Mr. Simon placed the terms of the settlement on the record indicating there will be a mutual release, Lange will dismiss their

cross-claims against Viking and that will also be a full and final settlement for Plaintiffs claims against Lange. COURT FINDS the settlement was made in good faith and ORDERED Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement is GRANTED. Viking's counsel to prepare the Order. Ms. Pancoast noted that the funds need to be tendered by December 21, 2017, and will be preparing a stipulation for all parties to sign.

COURT FURTHER ORDERED all future hearings are VACATED and matter SET for Status Check regarding Settlement Documents. The Court will notify Commissioner Bulla that the future dates before the Commissioner have also been vacated.

1/23/18 9:30 AM STATUS CHECK: SETTLEMENT DOCUMENTS

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

February 06, 2018

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s)
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February 06, 2018 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	Christensen, James R.	Attorney
	Christiansen, Peter S	Attorney
	Pancoast, Janet C	Attorney
	Parker, Theodore	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Plaintiffs' Joint Motion for Determination of Good Faith Settlement...Status Check: Settlement Documents....Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time

APPEARANCES CONTINUED: Mr. Parker Esq., present via Court Call, on behalf of Lange Plumbing. Robert Vannah Esq., and John Greene on behalf of Edgeworth Family Trust, and Peter Christiansen Esq., on behalf of Daniel Simon.

There being no opposition, COURT ORDERED, Plaintiffs' Joint Motion for Determination of Good Faith Settlement, GRANTED. Upon Court's inquiry as to the settlement documents, Ms. Pancoast advised the checks were issued long ago from the Viking entities. Further counsel has a stipulation she brought today to get signatures to get Viking out. Further, Mr. Simon did sign a dismissal to get

Viking out. However, they would like to get this wrapped up. Mr. Christensen advised the closing documents for Lange took some time. Further, they have been signed by the client yesterday, and provided to Mr. Simon. Mr. Vannah, advised they signed everything yesterday and the underlying case is about to be dismissed. Colloquy regarding stipulation. Mr. Parker advised the Good Faith Settlement determination as well as the stipulation they will be signing, include the resolution of all claims between the defendant, the crossclaims and any additional insured obligations the defendants may of had amongst each other, as well as the cross-plaintiff's claims. All parties agreed. Further, Mr. Parker advised they do have their settlement check and he will have it sent over to Mr. Simon's office in exchange for the settlement documents. Court noted the stipulation can be signed when the check is exchanged.

Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time, Following arguments by counsel, COURT ORDERED, Matters CONTINUED to this Court's Chamber's calendar for Decision on the date given. Further, COURT ORDERED, matter set for status check on settlement documents on the date given.

02/08/18 (CHAMBERS) Decision: Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time

02/20/18 9:30 A.M. STATUS CHECK: SETTLEMENT DOCUMENTS

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

February 08, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

February 08, 2018 3:00 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC

Following review of the papers and pleadings on file herein and the arguments of counsel, COURT ORDERED, As to Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time is GRANTED, case A-18-767242-C is consolidated into A-16-738444-C. COURT FURTHER ORDERED, Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC is continued to the status check on February 20, 2018 at 9:30 a.m.

02/20/18 9:30 A.M. Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC

CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Mr. Parker

Esq., at tparker@phalaw.net, Daniel Simon Esq., Clerk's office Attorney file folder for the Law office of Daniel S. Simon, emailed to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Janet Pancoast Esq., at janet.pancoast@zurichna.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com /tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

February 20, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

February 20, 2018 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney
Parker, Theodore Attorney
Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Status Check: Settlement Documents

APPEARANCES CONTINUED: Janet Pancoast on behalf of Viking Corporation, Peter Christiansen on behalf of Law Office of Daniel Simon, PC, Robert Vannah and John Greene on behalf of the Edgeworth Family Trust

Upon Court's inquiry, Mr. Simon advised the Edgeworth's signed the releases, Mr. Vannah and Mr. Greene did not sign, counsel has not signed yet, and Mr. Parker client still has not signed the release. Mr. Vannah, advised his office is not involved in the case. Colloquy regarding form and content. Mr. Vannah agreed to sign. Mr. Parker advised there's two releases and he brought the check for \$100,000.00 provided in open Court. Further, counsel will get it signed by Lange Plumbing and provide copies to all parties. Colloquy regarding Stip and Order for Dismissal and Order for Good Faith Settlement. Ms. Pancoast submitted Stip and Order for Dismissal and following review, Order SIGNED IN OPEN COURT. As to the Order for Good Faith Settlement, Court noted Mr. Parker can

sign today in Court.

As to Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Following arguments by counsel, COURT ORDERED, parties to do a MANDATORY SETTLEMENT CONFERENCE in regards to the lien. Further, Judge Williams as well as Judge Weiss has agreed to do the Settlement Conference. Argument by Mr. Parker in opposition. Argument by Mr. Vannah. Court directed counsel to get in touch with one of the Judge's that agreed to do the Settlement Conference. Colloquy regarding timeframes and discovery. COURT ORDERED, matter set for status check on settlement conference on the date given. Mr. Simon advised he's given the settlement check from Mr Parker, to Mr. Vannah, and he's going to have his clients sign and return so counsel can put it in the trust account. Court so noted.

04/03/18 8:30 A.M. STATUS CHECK: SETTLEMENT CONFERENCE.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

March 23, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

March 23, 2018 1:00 PM Settlement Conference

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 12D

COURT CLERK: Elizabeth Vargas

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The above-referenced matter came on for a settlement conference with Judge Williams on March 23, 2018. The Plaintiffs, Edgeworthy Family Trust and American Grating, LLC, were present by and through attorneys Robert Vannah, Esq. and John Greene, Esq. The Defendant Daniel Simon was present and was represented by James R. Christensen Esq. Unfortunately, the parties were unable to resolve their differences and the case did not settle. The case is now referred back to the originating department for further handling.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

April 03, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

April 03, 2018

9:30 AM

All Pending Motions

HEARD BY: Jones, Tierra

COURTROOM: RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:

Christensen, James R.
Simon, Daniel S., ESQ

Attorney
Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Robert Vannah, and Robert Greene, present.

Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp; Order Shortening Time....Status Check: Settlement Conference...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint

Following arguments by counsel, COURT ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp, DENIED. COURT FURTHER ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Set for Evidentiary Hearing on the dates as Follows: 05-29-18 11:00 a.m., 05-30-18, at 10:30 a.m., and 5-31-18 at 9:00 a.m. Court notes is will rule on the Motion to Dismiss at the conclusion of the hearing. COURT FURTHER ORDERED, Counsel to submit briefs by 5-18-18 and courtesy copy

chambers.

05/29/18 11:00 A.M. EVIDENTIARY HEARING

05/30/18 10:30 A.M. CONTINUED EVIDENTIARY HEARING

05/31/18 9:00 A.M. CONTINUED EVIDENTIARY HEARING

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

May 29, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

May 29, 2018

9:30 AM

All Pending Motions

HEARD BY: Jones, Tierra

COURTROOM: RJC Courtroom 14B

COURT CLERK: April Watkins

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney

JOURNAL ENTRIES

- EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

Robert D. Vannah, Esq., John B. Greene, Esq., present with regards to consolidated case A767242.

Court noted a letter was received in chambers from Mr. Christiansen who is in trial and cannot do evidentiary hearing this week. Mr. Vannah stated counsel has had conversation and all agree in August would be a good date. Mr. Christensen stated he is not in the jurisdiction until the 13th of August. COURT ORDERED, motions CONTINUED and matter SET for evidentiary hearing. Mr. Vannah stated subpoena's have been done, clients available those dates and requested to have associate available that worked on file. Also, counsel would like billing person available as well. Mr. Simon stated Ms. White will be available. Mr. Simon inquired if Edgeworth representatives will be

available. Mr. Vannah advised they will be present. Colloquy.

8/27/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/ A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

8/28/18 11:00 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/ A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

8/29/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/ A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

August 27, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

August 27, 2018 10:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney

JOURNAL ENTRIES

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...
Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Following arguments by counsel, COURT ORDERED, Mr. Vannah to produce his fee agreement, without notes, or conversations. Mr. Vannah provided copies to opposing counsel in OPEN COURT.

As to the Attorney Lien: HEARING HELD: Testimony and exhibits presented. (See worksheets).

COURT ADJOURNED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

August 28, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

August 28, 2018 11:00 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney

JOURNAL ENTRIES

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...
Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Hearing Held: Continued testimony and exhibits presented. (See worksheets). Following testimony,

COURT ADJOURNED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

August 29, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

August 29, 2018 10:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney
FERREL, ASHLEY Attorney

JOURNAL ENTRIES

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...
Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

HEARING CONTINUED: Testimony and exhibits presented. (See worksheets). COURT ORDERED,

Ms. Ferrel and Mr. Simon to produce cell phone records only as to calls with regards to this case. Counsel agree that this can be heard on another day. Following testimony, of Mr. Simon, COURT ADJOURNED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

August 30, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

August 30, 2018 9:00 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney
FERREL, ASHLEY Attorney

JOURNAL ENTRIES

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...
Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Continued testimony and exhibits presented. (See worksheets). Following testimony of Mr. Kemp, Counsel called next witness Ms. Angela Edgeworth. Court noted there is not enough time to get through this witness today. Colloquy regarding re-setting the hearing. COURT ORDERED, hearing

A-16-738444-C

CONTINUED to the date given.

COURT ADJOURNED.

09/18/18 11:00 A.M. HEARING CONTINUED

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

September 18, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

September 18, 2018 11:00 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Phyllis Irby

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney
Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- DEFENDANT DANIEL S. SIMON d/b/a SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON PC; ORDER SHORTENING TIME....
PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT....
PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE No. A767242).....
DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' COMPLAINT PURSUANT TO NRCP 12(b)(5).....
EVIDENTIARY HEARING...
DEFENDANT DANIEL S. SIMON'S SPECIAL MOTION TO DISMISS THE AMENDED COMPLAINT: ANTI-SLAPP.....
DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' AMENDED COMPLAINT PURSUANT TO NRCP 12(b)(5).

Testimony and exhibits presented (see worksheet). COURT ORDERED, Counsel to submit Blind Closing arguments to the Court by Monday, 9/24/18 at 5:00 pm.

FURTHER ORDERED, MOTIONS UNDER ADVISEMENT. The Court shall issue Minute Orders on the above Motions.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 15, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

November 15, 2018 9:30 AM Motion to Amend

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Following arguments by counsel, Court advised it will issue a ruling from chambers by Monday, 11-19-18.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 16, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

November 16, 2018 9:30 AM Decision

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time

Following review of the papers and pleadings on file herein, and the arguments of counsel, COURT ORDERS, Motion to Amend and/or Motion for Reconsideration is Motion GRANTED IN PART, DENIED IN PART.

The Court finds that the implied oral contact language in the Decision and Order on Motion to Dismiss pursuant to NRCP 12(b) (5) should be amended as the Court found, in the Decision and Order on Motion to Adjudicate Lien, that an implied contract existed based on past performance, but the Court found no oral nature of the contract. As such, the Court will issue an Amended Decision and Order for the Motion to Dismiss pursuant to NRCP 12(b)(5), under Rule 52, reflecting the implied contract .

The Court further finds that the cost award in the Decision and Order on Motion to Adjudicate Lien should be clarified. The amended attorney lien asserted by Simon, in January of 2018, originally sought reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so there are no advance costs outstanding, as of the time of the Court s Decision and Order on Motion to Adjudicate Lien. As such, the Court will issue an Amended Decision and Order on Motion to Adjudicate Lien under Rule 52 reflecting the payment of advanced costs.

The Court further finds that the Viking claim settled on or about December 1, 2017, and Viking's first settlement offer was made on November 15, 2017. As such, Finding of Fact #13, in the Court's Decision and Order on Motion to Adjudicate Lien will be amended, under Rule 52, to reflect the dates of December 1, 2017 and November 15, 2017.

The Court further finds that there was sufficient evidence presented at the evidentiary hearing to support the Court's findings, regarding the determination of Simon's fees, in the Decision and Order on Motion to Adjudicate Lien. The Court further finds that its findings of fact were not clearly erroneous, regarding the determination of Simon's fees. As such, the fees will only be amended to reflect the subtraction of the outstanding costs. As such, the Motion to Amend the Court's findings, regarding the determination of Simon's fees, under Rule 52 is DENIED.

CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com, and emailed to John Greene Esq., at jgreene@vannahlaw.com /tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

January 15, 2019

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

**January 15, 2019 9:30 AM Motion for Attorney Fees
and Costs**

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and John Greene Esq, of behalf of Edgeworth Family Trust.

Following arguments by counsel, COURT ORDERED, matter CONTINUED for Decision of the date given.

01/18/19 (CHAMBERS) DECISION: Motion for Attorney Fees and Costs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****January 17, 2019**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

**January 17, 2019 3:00 AM Motion for Attorney Fees
and Costs**

HEARD BY: Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** Teri Berkshire**RECORDER:****REPORTER:**

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Motion for Attorney s Fees is GRANTED in part, DENIED in part. The Court finds that the claim for conversion was not maintained on reasonable grounds, as the Court previously found that when the complaint was filed on January 4, 2018, Mr. Simon was not in possession of the settlement proceeds as the checks were not endorsed or deposited in the trust account. (Amended Decision and Order on Motion to Dismiss NRCP 12(b)(5)). As such, Mr. Simon could not have converted the Edgeworth s property.

Further, the Court finds that the purpose of the evidentiary hearing was primarily for the Motion to Adjudicate Lien. It has been argued that the Court s statement of during the course of that evidentiary hearing, I will also rule on the Motion to Dismiss at the end of the close of evidence, because I think that evidence is interrelated (Motion Hearing April 3, 2018, pg. 18) should be construed to mean that the evidentiary hearing was for the Motions to Dismiss as well as the Motion to Adjudicate Lien. While the Court acknowledges said statement, during the same hearing, the Court also stated So in regards to the Motion to Adjudicate the Lien, we re going to set an evidentiary hearing to determine what Mr. Simon s remaining fees are. (Motion Hearing April 3, 2018, pg. 17). During that same hearing, it was made clear that the primary focus of the evidentiary hearing was to determine the amount of fees owed to Mr. Simon. So, the primary purpose of the evidentiary hearing was for the Motion to Adjudicate Lien.

As such, the Motion for Attorney s Fees is GRANTED under 18.010(2)(b) as to the Conversion claim as it was not maintained upon reasonable grounds, since it was an impossibility for Mr. Simon to have converted the Edgeworth s property, at the time the lawsuit was filed. The Motion for Attorney s Fees is DENIED as it relates to the other claims.

In considering the amount of attorney s fees and costs, the Court finds that the services of Mr. James Christensen, Esq. and Mr. Peter Christiansen, Esq. were obtained after the filing of the lawsuit against Mr. Simon, on January 4, 2018. However, they were also the attorneys in the evidentiary hearing on the Motion to Adjudicate Lien, which this Court has found was primarily for the purpose of adjudicating the lien asserted by Mr. Simon. Further, the Motion to Consolidate

The Court further finds that the costs of Mr. Will Kemp Esq. were solely for the purpose of the Motion to Adjudicate Lien filed by Mr. Simon, but the costs of Mr. David Clark Esq. were solely for the purposes of defending the lawsuit filed against Mr. Simon by the Edgeworths.

As such, the Court has considered all of the factors pertinent to attorney s fees and attorney s fees are GRANTED in the amount of \$50,000.00 and costs are GRANTED in the amount of \$5,000.00.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

February 05, 2019

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

February 05, 2019 9:30 AM Motion

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Mr. Peter Christiansen Esq., present on behalf of Daniel Simon, Robert Vannah Esq., and Brandon Grossman Esq., on behalf of Edgeworth Family Trust.

Following arguments by counsel. COURT ORDERED, Motion DENIED. This Court does not have Jurisdiction as this case has been appealed to the Supreme Court, and the main issue is the funds. Plaintiff's counsel to prepare the order and submit to opposing counsel for review before submission to the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

February 09, 2021

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

February 09, 2021 3:00 AM Minute Order

HEARD BY: Alf, Nancy **COURTROOM:** No Location

COURT CLERK: Nicole McDevitt

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT FINDS after review that this case was originally in Department 10.

COURT FURTHER FINDS that on September 8, 2020, this case was reassigned to Dept 3 from Dept 10.

COURT FURTHER FINDS that an appeal was filed with the Supreme Court of Nevada.

COURT FURTHER FINDS that the issue on appeal was heard before Judge Tierra Jones, Department 10.

COURT FURTHER FINDS that on December 30, 2020, the Supreme Court affirmed in part, denied in part and remanded the case.

COURT FURTHER FINDS that findings are required relating to a five-day evidentiary hearing that Judge Tierra Jones presided over.

THEREFORE COURT ORDERS for good cause appearing and after review that the case is hereby reassigned back to Department 10.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****April 15, 2021**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

April 15, 2021 3:00 AM Minute Order

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Following review of the papers and pleadings on file herein, COURT ORDERED, Defendant s Motion for Reconsideration Regarding Court s Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The COURT FURTHER ORDERED that the Request for Sanctions is DENIED; and the Countermotion to Adjudicate Lien on Remand is GRANTED and that the reasonable fee due to the Law Office of Daniel Simon is \$ 556,577.43, which includes outstanding costs.

This Court s Order, filed on November 19, 2018, and the order filed on February 8, 2019 were affirmed by the Nevada Supreme Court in most respects. The Nevada Supreme Court ordered a limited remand for the purpose of the quantum meruit fee award imposed by the Court. There was a Petition for Hearing filed by the Edgeworths, in the Nevada Supreme Court, and the petition was accepted after the remand was issued. This Court then issued a Second Amended Decision and Order on Motion to Adjudicate Lien, in compliance with the Nevada Supreme Court remand, on March 16, 2021. The Nevada Supreme Court denied the Edgeworth s Motion for Rehearing on March 18, 2021.

The Nevada Supreme Court affirmed this Court s finding that the conversion was impossible. As such, that is the law of the case and will not be disturbed by a Motion to Reconsider absent (1) newly discovered evidence; (2) the court committing clear error on the initial decision and it was manifestly

unjust; or (3) there is an intervening change in the controlling law. The COURT FINDS that neither of the three reasons for reconsideration are present in the instant case, making the previous rulings by this Court the law of the case. As such, Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The Countermotion to Adjudicate Lien on Remand is GRANTED and the COURT FINDS that the reasonable fee due to the Law Office of Daniel Simon is \$556,577.43, which includes outstanding costs. The Court will issue a Third Amended Decision and Order on Motion to Adjudicate Lien, to address any jurisdictional issues, in accordance with the remand from the Nevada Supreme Court.

Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

May 27, 2021

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

May 27, 2021

9:30 AM

All Pending Motions

HEARD BY: Jones, Tierra

COURTROOM: RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Morris, Steve L.

Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Parties present via video, through bluejeans technology.

Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien...Edgeworth's Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File...Opposition to Second Motion to Reconsider; Counter Motion to Adjudicate Lien on Remand

Hearing held. Following arguments by counsel, COURT ORDERED, this Court will issue a minute order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****June 03, 2021**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

June 03, 2021**2:00 PM****Minute Order****HEARD BY:** Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** Teri Berkshire**RECORDER:****REPORTER:****PARTIES****PRESENT:**

JOURNAL ENTRIES

- Following review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Plaintiff s Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The COURT FURTHER ORDERED that Plaintiff s 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 is GRANTED IN PART and DENIED IN PART. The COURT is GRANTING the Motion regarding the appropriate costs to be assessed for the work of David Clark, and the Court further GRANTS the refiling of the Order regarding fees and costs. However, the Second Amended Decision and Order Granting in Part and Denying in Part, Simon s Motion for Attorney s Fees and Costs that was filed on May 24, 2021 addresses this issue. As such, there is no need for an additional order relating to costs. The COURT is DENYING the Renewed Motion for Reconsideration of the Third Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs as it relates to attorney s fees. However, the Court would note that the proper order for reconsideration is the Amended Decision and Order Granting in Part and Denying in Part, Simon s Motion for Attorney s Fees and Costs and not the Third Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs.

Following a review of the papers and pleadings on file herein and considering the arguments of

counsel, COURT ORDERED, Simon s Counter-motion to Adjudicate Lien on Remand is DENIED.

Following a review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Edgeworth s Motion for Order Releasing Client Funds and Requiring the Production of Complete File is DENIED. The COURT FINDS that the Motion is premature regarding the releasing of client funds as the litigation in this case is still ongoing at this time, as the Court has not issued a final order in this matter and the time for appeal has not run. As for the transfer of the trust, the COURT FURTHER 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. The COURT FURTHER FINDS that the issue of requiring the production of the complete file is DENIED as it is prevented by the Non-Disclosure Agreement (NDA).

Counsel for Simon is ordered to prepare orders consistent with this minute order within 10 days of the filing of this minute order, submit said orders to Edgeworth s counsel for signature, and submit said orders to the Court for signature within 20 days of the filing of this minute order.

Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****July 29, 2021**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

**July 29, 2021 3:00 AM Motion For
 Reconsideration**

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
 PRESENT:**

JOURNAL ENTRIES

- Following review of the papers and pleadings on file herein, COURT ORDERED, Edgeworth s Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring Production of Complete Client File and Motion to Stay Execution is DENIED. The COURT FINDS that the Edgeworth s have failed to demonstrate any error of law or any new facts, as required for reconsideration. The COURT FURTHER FINDS that there is no basis to reconsider the funds order. The COURT FURTHER FINDS that the excessive security agreement does not apply to the instant case. The COURT FURTHER FINDS that there is no basis to reconsider the bilateral agreement finding. The COURT FURTHER FINDS that there is no basis to reconsider the order regarding the client file. The COURT FURTHER FINDS that the Motion to Stay Execution is premature. As such, the Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring Production of Complete Client File and Motion to Stay Execution is DENIED.

Counsel for Defendant is to prepare an Order consistent with this Court s order and submit it to the Court for signature within ten (10) days of the date of this order.

Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 08, 2022

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

November 08, 2022 9:00 AM Motion to Retax

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	Christensen, James R.	Attorney
	Morris, Steve L.	Attorney
	Solis-Rainey, Rosa	Attorney

JOURNAL ENTRIES

- Following arguments by counsel, COURT ORDERED, the Court will issue a written decision following the Court's ruling on the matters on this Court's Chambers Calendar, tomorrow.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****November 29, 2022**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

November 29, 2022 10:00 AM Minute Order

HEARD BY: Jones, Tierra **COURTROOM:** Chambers

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

-- Following review of the papers and pleadings on file herein, and considering the arguments of counsel, COURT ORDERS, under NRS 18.110, the party seeking costs must file a memorandum of the items of the costs, and the memorandum must be verified by the oath of the party, and the adverse party may move the court to retax and settle the costs. Nev. Rev. Stat. 18.110(4). Here, the Edgeworths filed a Verified Application to Tax Costs on Appeal on October 6, 2022. Simon responded to the application with a Motion to Retax per NRS 18.110(4) that was filed on October 10, 2022 and an Opposition to Edgeworth s Verified Application to Tax Costs on Appeal that was filed on October 19, 2022. The Edgeworths filed an Opposition to the Motion to Retax Costs on Appeal on October 28, 2022. Simon filed a Reply in Support of Motion to Retax costs on November 1, 2022.

The Edgeworth s Verified Application to Tax Costs on Appeal and Simon s Motion to Retax Costs is GRANTED IN PART, DENIED IN PART. The COURT FINDS that the Supreme Court issued an Order Vacating Judgment and Remanding in case numbers 83258 and 83260 in the same order, indicating that the consolidated cases were considered as one case. Further, district court case A-18-767242-C had been dismissed by the district court, and said dismissal had been upheld on appeal. As such, the second filing fee for A-18-767242-C is not reasonable and not recoverable.

The COURT FURTHER FINDS that the copy charges has satisfied the requirements of The Cadle Co., v. Woods & Erickson, 131 Nev. 114 (2015); Bobby Berosini v. PETA, 114 Nev. 1348 (1999); and Gibellini v. Klindt, 110 Nev. 1201 (1994). The charges for preparation of the appendix are reasonable

and recoverable under NRAP 39(e)(3). As such, the Edgeworths are entitled to \$250.00 for the costs of appeal filing fees and \$183.99 for the preparation of the appendix. Edgeworth s counsel is ordered to prepare and order consistent with this Court s order and submit it to the Court within ten days of the filing of this order.

CLERK'S NOTE: A copy of this minute order has been served to all registered parties via Odyssey File and Serve. // tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 29, 2022

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

November 29, 2022 10:00 AM Minute Order

HEARD BY: Jones, Tierra **COURTROOM:** Chambers

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Edgeworth s Motion to Exonerate Cost Bond is GRANTED as a Notice of No Opposition to Edgeworth s Motion to Exonerate Cost Bond was filed on October 18, 2022.

CLERK'S NOTE: A copy of this minute order has been served to all registered parties via Odyssey File and Serve. // tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 29, 2022

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

November 29, 2022 10:00 AM Minute Order

HEARD BY: Jones, Tierra

COURTROOM: Chambers

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Following review of the papers and pleadings on file herein, and considering the arguments of counsel, COURT ORDERS Edgeworth s Motion for Order to Show Cause Why Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held in Contempt is DENIED. The COURT FINDS that Simon has provided the Edgeworths with a CD of email, three external drives, multiple copies of documents, videos, cell phone records, tangible evidence, and newly created file indexes. While the Edgeworths argue that they are missing documents, there has been no evidence presented to demonstrate the specific documents that are missing from the file production. As such, the Court is unable to determine the extent, if any missing documents. Without said specifics, the Court cannot find that Daniel Simon is in contempt of this Court s order. Any specific requests for production of missing items from the file can be made directly to Simon s counsel. As such, the Motion For Order to Show Cause Why Daniel Simon and the Law Firm of Daniel S. Simon Should Not Be Held in Contempt is DENIED.

Counsel for Daniel Simon is ordered to prepare and Order consistent with this Court s order and submit it to the Court within ten days of the filing of this Court s Order.

CLERK'S NOTE: A copy of this minute order has been served to all registered parties via Odyssey

PRINT DATE: 05/25/2023

Page 77 of 80

Minutes Date: March 07, 2017

File and Serve. // tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****March 21, 2023**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

March 21, 2023**9:00 AM****Motion**

**Motion for
Adjudication
Following Remand**

HEARD BY: Jones, Tierra**COURTROOM:** RJC Courtroom 14B

COURT CLERK: Kory Schlitz
 Terinda Mang

RECORDER: Victoria Boyd**REPORTER:**

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT STATED there was nothing pending with the Supreme Court. Mr. Christensen confirmed the representations. Mr. Christensen stated the proceedings before the Supreme Court was prolonged, and there is a need to create another order with regards to the quantum merit issue. Mr. Christensen requested a new order be issued, or an additional section be added on to the existing order. Mr. Morris argued the Supreme Court stated the record that was before this Court and the Supreme Court, that they couldn't determine what this Court had considered for the \$200,000.00 quantum merit award. Further arguments by counsel. COURT ADVISED they will issue a written order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

March 27, 2023

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s)
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March 27, 2023

3:00 AM

Minute Order

HEARD BY: Jones, Tierra

COURTROOM: Chambers

COURT CLERK: Terinda Mang

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Following review of the papers and pleadings on file herein, and the arguments of counsel, the COURT ORDERS the Motion for Adjudication Following Remand is GRANTED IN PART. The COURT FINDS that this Court lacked jurisdiction to issue the Fourth Amended Decision and Order on Motion to Adjudicate Lien on September 27, 2022 because the Nevada Supreme Court Remittitur had not issued. The COURT FURTHER FINDS that there was ample foundation for the quantum meruit award of \$200,000.00. As such, the Court s Fifth Amended Decision and Order on Motion to Adjudicate Lien will issue.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, TM, to all registered parties for Odyssey File & Serve. tm//03/27/23

PLAINTIFFS' EXHIBIT LIST FOR EVIDENTIARY HEARING

Edgeworth, Clark County District Court Case No. A-16-738444-c Consolidated with A-18-767242-C

	EXHIBIT	OFFERED	OBJECTION	ADMITTED	
1.	Edgeworth's affidavits (Bates Exhibit 01-000001- 000023)	Y	Stip	8-27-18	us
2.	Simon's invoices paid on December 16, 2016; May 3, 2017; August 16, 2017; September 10, 2017; (Bates Exhibit 02-000001- 000031)	↓	↓	↓	us
3.	A copy of the email from Edgeworth to Simon labeled Contingency and dated August 22, 2017. (Bates Exhibit 03-000001)	↓	↓	↓	us
4.	Letters from Simon dated November 27, 2017 (w/ Retainer Agreement) and December 7, 2017. (Bates Exhibit 04-000001- 000009)	↓	↓	↓	us
5.	Simon's Invoices produced on January 24, 2018. (Bates Exhibit 05-000001- 000183)	↓	↓	↓	us
6.	Excerpts from Edgeworth's deposition (where Simon admits that all invoices have been produced to date). (Bates Exhibit 06-000001- 000003)	↓	↓	↓	us
7.	Amended Lien (Bates Exhibit 07-000001- 000004)	↓	↓	↓	us
8.	Plaintiffs 16.1 Disclosures with calculations of damages served in the Litigation. (Bates Exhibit 08-000001- 000077)	↓	↓	↓	us
9. x	MISC Documents: - Email dated 7/25/17 (Exhibit 09-000001) - Email dated 11/15/17 (Exhibit 09-000002) - Baker Hostetler fees (Exhibit 09-000003)	↓	↓	↓	us
	- Howard & Howard fees (Exhibit 09-000004) obj	↓	↓	NO	
	- Sample Hourly Fee Agreement (Exhibit 09-000005 - 000006) - Summary/Comparison of fees paid versus new fees billed (Exhibit 09-000007 - 000012)	Y ↓	Stip ↓	↓	

10 letter, Text Msg

8-30-18

N

8-30-18

us

8-30-18

N

8-30-18

us

11 E-mail Re Settlement

EXHIBITS

A738444/
CASE NO. A767242

Exhibit Sheet S-01/jh

A738444 / A767242

ORIGINAL

DEFENDANT'S EXHIBIT LIST FOR AUGUST 27, 2018
EVIDENTIARY HEARING

<u>NO.</u>	<u>DESCRIPTION</u>	<u>Offered</u>	<u>Admitted</u>	<u>Date</u>	
1	Declaration of Will Kemp (SIMONEH0000001-0000008)	Y	Skp	8-27-18	WA
2	Declaration of David Clark (SIMONEH0000009-0000019)				WA
3	Notice of Attorney's Lien with certified return receipt cards (SIMONEH0000020-0000028)				WA
4	Notice of Amended Attorney's Lien with certified return receipt cards (SIMONEH0000029-0000035)				WA
5	Executed Release and Settlement Checks from Viking (SIMONEH0000036-0000044)				WA
6	Executed Releases and Settlement Checks from Lange Plumbing (SIMONEH0000045-0000061)				WA
7	Memorandum of Costs (SIMONEH0000062-0000125)				WA
8	December 2, 2016 Invoice (SIMONEH0000126-0000129)				WA
9	April 7, 2017 Invoice (SIMONEH0000130-0000135)				WA
10	July 28, 2017 Invoice (SIMONEH0000136-0000146)				WA
11	September 19, 2017 Invoice (SIMONEH0000147-0000156)				WA
12	Summary of Payments and Supporting Checks (SIMONEH0000157-0000161)				WA
13	Invoice for Daniel S. Simon (SIMONEH0000162-0000240)				WA
14	Invoice for Ashley M. Ferrel (SIMONEH0000241-0000342)				WA
15	Invoice for Benjamin J. Miller (SIMONEH0000343-0000344)				WA
16	Affidavit of Brian Edgeworth, dated February 2, 2018 (SIMONEH0000345-0000350)				WA
17	Affidavit of Brian Edgeworth, dated February 12, 2018 (SIMONEH0000351-0000359)				WA
18	Affidavit of Brian Edgeworth, dated March 15, 2018 (SIMONEH0000360-0000369)	↓	↓	↓	WA

		QFR	Admit	date
19	Complaint for Case No. A-18-767242-C (SIMONEH0000370-0000379)	Y	Stip	8-27-18
20	Amended Complaint for Case No. A-18-767242-C (SIMONEH0000380-0000391)			
21	Details from the Secretary of State Page regarding the Law Office of Daniel Simon, PC (SIMONEH0000392-0000393)			
22	Details from the Fictitious Firm Name for Clark County (SIMONEH0000394)			
23	May 27, 2016 Email Chain between Daniel Simon and Brian Edgeworth regarding "Insurance Claim" (SIMONEH0000395)			
24	April 18, 2017 Email from Brian Edgeworth to Daniel Simon regarding Bill for Restoration (SIMONEH0000396)			
25	April 20, 2017 Email from Daniel Simon regarding representation of Giberti (SIMONEH0000397)			
26	August 1, 2017 Email from Daniel Simon to Brian Edgeworth regarding Edgeworth Invoices (SIMONEH0000398)			
27	August 22, 2017 Email from Brian Edgeworth to Daniel Simon regarding "Contingency" (SIMONEH0000399)			
28	August 23, 2017 Email from Brian Edgeworth to Daniel Simon regarding settlement (SIMONEH0000400)			
29	August 29, 2017 Email from Daniel Simon to Brian Edgeworth regarding Edgeworth Case (SIMONEH0000401)			
30	September 5, 2017 Email from Brian Edgeworth to Daniel Simon regarding Margaret Ho Loan (SIMONEH0000402)			
31	September 22, 2017 Email from Daniel Simon to Brian Edgeworth with invoices and billing summaries attached (SIMONEH0000403)			
32	September 30, 2017 Email from Michael Nunez to Daniel Simon regarding Motion to strike (SIMONEH0000404)			
33	September 30, 2017 Email from Brian Edgeworth to Daniel Simon regarding punitive damages (SIMONEH0000405)			
34	October 5, 2017 Email from Brian Edgeworth to Daniel Simon regarding settlement tolerance (SIMONEH0000406- 0000407)			

RR Admit Date

1	49	December 27, 2017 Letter from Jim Christensen to Robert Vannah in response to 12/26/17 email (SIMONEH0000432-0000441)	Y	Stip	8-27-18	WA
2						
3	50	December 28, 2017 Email chain between Jim Christensen and Robert Vannah regarding separate bank account (SIMONEH0000442-0000447)				WA
4						
5	51	January 4, 2017 Letter from Robert Vannah to Sara Guindy (SIMONEH0000448)				WA
6						
7	52	January 4, 2018 Email from Sara Guindy regarding new trust account (SIMONEH0000449)				WA
8						
9	53	January 9, 2018 Email chain between Robert Vannah and Jim Christensen regarding not terminating Daniel Simon (SIMONEH0000450-0000452)				WA
10						
11	54	Check to Client for Viking Settlement in amount of \$3,950,561.27 (SIMONEH0000453)				WA
12						
13	55	Check of Costs Paid by Edgeworth dated March 1, 2018 (SIMONEH0000454)				WA
14						
15	56	Construction Agreement between American Grating and Lange Plumbing (SIMONEH0000455-0000480)				WA
16						
17	57	Nonrecourse Promissory Note with Margaret Ho (SIMONEH0000481-0000483)				WA
18						
19	58	Nonrecourse Promissory Note with Colin Kendrick (SIMONEH0000484-0000486)				WA
20						
21	59	Subordinate Nonrecourse Promissory Note for \$400,000 with Margaret Ho (SIMONEH0000487-0000489)				WA
22						
23	60	Video of 645 St. Croix, Henderson, NV from YouTube (SIMONEH0000490)				WA
24						
25	61	Pictures of 645 St. Croix, Henderson, NV from Zillow (SIMONEH0000491-0000519)				WA
	62	Crane Pomerantz Engagement Letter (SIMONEH0000520-0000523)				WA
	63	Register of Actions as of December 11, 2017 (SIMONEH0000524-0000535)				WA
	64	Plaintiff's Wiznet Filing Report from 4.27.17 to 11.30.17 (SIMONEH0000536-0000545)				WA
	65	Deposition Time Summary (SIMONEH0000546)	↓	↓	↓	WA

OFR Admit date

1	66	Deposition Notices (SIMONEH0000547-0000910)	Y	Stip	8-27-18	us
2	67	Written Discovery to Viking and Viking's Responses (SIMONEH0000911-0001177)				us
3	68	Written Discovery to Lange and Lange's Responses (SIMONEH0001178-0001248)				us
4	69	Stipulations and Orders to Continue Other Cases (SIMONEH0001249-0001339)				us
5	70	Calculation of Damages (as of 9/28/17) (SIMONEH0001340-0001341)				us
6	71	Summary of Early Case Conference Disclosures & Supplements (SIMONEH0001342-0001343)				us
7	72	Christmas Card to the Simon Family from the Edgeworth Family (SIMONEH0001344-0001346)				us
8	73	Texts between Angela Edgeworth and Eleyna Simon (SIMONEH0001347-0001352)				us
9	74	Case Expense Summary, dated January 2, 2018 (SIMONEH0001353-0001357)				us
10	75	Cost Basis of Spec Development (SIMONEH0001358)				us
11	76	American Grating Invoices (SIMONEH0001359-0001360)				us
12	77	Pictures of Edgeworth Dropbox File (SIMONEH0001361-0001371)				us
13	78	Invoice from Jerry Heskett (SIMONEH0001372)				us
14	79	Plaintiff's Early Case Conference Disclosures with Computation of Damages (SIMONEH0001373-0001654)				us
15	80	Emails regarding the Edgeworth case (combined) (SIMONEH0001655-0007197)				us
16	81	February 6, 2018 Hearing Transcript (SIMONEH0007198-0007243)				us
17	82	February 20, 2018 Hearing Transcript (SIMONEH0007244-0007266)				us
18	83	April 3, 2018 Hearing Transcript (SIMONEH0007267-0007297)				us
19	84	Deposition of Brian Edgeworth, dated September 29, 2017 (SIMONEH0007298-0007642)	↓	↓	↓	us

		dis	obj	admit
85	Deposition of Margaret Ho, dated October 16, 2017 (SIMONEH0007643-0007678)	Y	Stip	8-27-18
86	Deposition of Angela Edgeworth, dated September 18, 2017 (SIMONEH0007679-0007855)	↓	↓	↓
87	Offer of Judgment to Lange Plumbing, LLC. (SIMONEH0007856-0007858)	↓	↓	↓
88	Email from Ashley Ferrel to Daniel Simon re Edgeworth 6 th Supplement, dated July 6, 2017(SIMONEH0007859)	↓	↓	↓
89	Email from Ashley Ferrel to Daniel Simon regarding Viking documents just produced (SIMONEH0007860)	↓	↓	↓
90	Retainer Agreement	8-27-18	N	8-27-18

91 Emails from Viking Re: VK457 8-30-18 N 8-30-18 wa

92- PHOTO OF BANKER BOXES Y N 9-18-18 wa

93- PHOTO OPEN BANKER BOXES Y N 9-18-18 wa

94- PHOTO COPY OF CHECK \$ 437,575.42 Y N 9-18-18 wa

95- PHOTO COPY OF CHECK \$ 726,407.98 Y N 9-18-18 wa

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FIFTH AMENDED DECISION AND MOTION TO ADJUDICATE LIEN; NOTICE OF ENTRY OF FIFTH AMENDED DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN; DISTRICT COURT MINUTES; EXHIBITS LIST

EDGEWORTH FAMILY TRUST; AMERICAN GRATING, LLC,

Plaintiff(s),

vs.

LANGE PLUMBING, LLC; THE VIKING CORPORATION; SUPPLY NETWORK, INC. dba VIKING SUPPLYNET,

Defendant(s),

Case No: A-16-738444-C


Consolidated with A-18-767242-C

Dept No: X

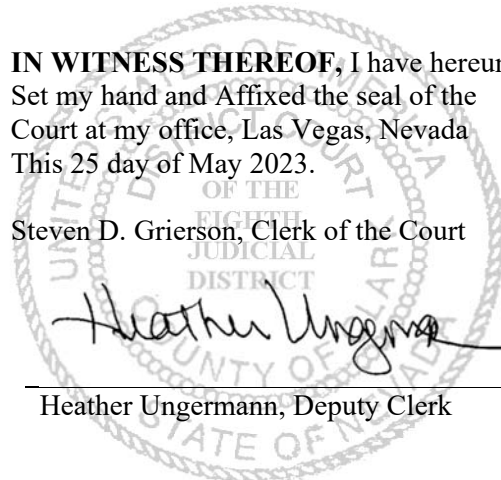
now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 25 day of May 2023.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk





**EIGHTH JUDICIAL DISTRICT COURT
CLERK OF THE COURT**

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE, 3rd FL.
LAS VEGAS, NEVADA 89155-1160
(702) 671-4554

Steven D. Grierson
Clerk of the Court

Anntoinette Naumec-Miller
Court Division Administrator

May 25, 2023

Elizabeth A. Brown
Clerk of the Court
201 South Carson Street, Suite 201
Carson City, Nevada 89701-4702

RE: EDGEWORTH FAMILY TRUST; AMERICAN GRATING, LLC vs. LANGE PLUMBING, LLC;
THE VIKING CORPORATION; SUPPLY NETWORK, INC. dba VIKING SUPPLYNET
D.C. CASE: A-16-738444-C c/w A-18-767242-C

Dear Ms. Brown:

Please find enclosed a Notice of Appeal packet, filed May 25, 2023. Due to extenuating circumstances minutes from the date(s) listed below have not been included:

November 15, 2022

We do not currently have a time frame for when these minutes will be available.

If you have any questions regarding this matter, please contact me at (702) 671-0512.

Sincerely,
STEVEN D. GRIERSON, CLERK OF THE COURT

/s/ Heather Ungermann
Heather Ungermann, Deputy Clerk