

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,

APPELLANTS,

VS.

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

RESPONDENTS.

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Elizabeth A. Brown  
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Supreme Court Case No. 86676

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

**EDGEWORTH APPELLANTS' APPENDIX TO  
OPENING BRIEF**

**VOLUME II  
BATES AA0224-AA0423**

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***EDGEWORTH FAMILY TRUST, ET AL. vs.  
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON  
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# **EXHIBIT J**



**brian@pediped.com**

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**From:** Daniel Simon <dan@simonlawlv.com>  
**Sent:** Thursday, November 30, 2017 5:31 PM  
**To:** jgreene@vannahlaw.com  
**Cc:** Brian Edgeworth; angela.edgeworth@pediped.com; Daniel Simon  
**Subject:** Edgeworth -- Settlement Agreement  
**Attachments:** Settlement Release Final.pdf

Please find attached the final settlement agreement. Please have clients sign as soon as possible to avoid any delay in processing payment. This shall also confirm that your office is advising them about the effects of the release and representing them to finalize settlement through my office.

Also, I first received a call from you this morning advising the clients wanted to sign the initial draft of the settlement agreement "as is." Since this time, I spent substantial time negotiating more beneficial terms to protect the clients. Specifically, I was able to get the Defendants to agree to omit the Confidentiality provision, provide a mutual release and allow the opportunity to avoid a good faith determination from the court if the clients resolve the Lange claims, providing Lange will dismiss its claims against Viking. Just so we are clear, your office did not ask for these substantial additional beneficial terms to protect the clients.

Additionally, this morning you asked me to approach Lange to accept the \$25,000 offer from the mediation. Since this time, I was able to secure a \$100,000 offer less all money Lange is claiming they are owed. Lange would then dismiss their Claims against Viking allowing the client to avoid the motion for determination of good faith settlement as part of the settlement. Please advise if the clients want me to move forward to finalize the settlement with Lange pursuant to these terms.

Please have the clients sign the release and return originals to my office to avoid delays in payment and finalizing this matter.

Thank You!



## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement"), by and between Plaintiffs EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, Defendants THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC. for damages sustained by PLAINTIFFS arising from an incident that occurred on or about April 10, 2016, at a residential property located at 645 Saint Croix Street, Henderson, Nevada (Clark County), wherein Plaintiff alleges damages were sustained due to an unanticipated activation of a sprinkler head (hereinafter "INCIDENT"). The foregoing parties are hereinafter collectively referred to as "SETTLING PARTIES."

### I. RECITALS

A. On June 14, 2016, a Complaint was filed by Plaintiff Edgeworth Family Trust, in the State of Nevada, County of Clark, Case Number A-16-738444-C against Defendants LANGE PLUMBING, LLC and VIKING AUTOMATIC SPRINKLER CO. On August 24, 2016, an amended Complaint was filed against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On March 7, 2017, a Second Amended Complaint was filed adding Plaintiff AMERICAN GRATING, LLC as a Plaintiff against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On November 1, 2017, an Order was entered permitting PLAINTIFFS to VIKING GROUP, INC. as a Defendant (hereinafter "SUBJECT ACTION").

B. The SETTLING PARTIES now wish to settle any and all claims, known and unknown, and dismiss with prejudice the entire SUBJECT ACTION as between the SETTLING PARTIES. The SETTLING PARTIES to this Agreement have settled and compromised their disputes and differences, based upon, and subject to, the terms and conditions which are further set forth herein.

### II. DEFINITIONS

A. "SETTLING PARTIES" shall mean, collectively, all of the following individuals and entities, and each of them:

B. "PLAINTIFFS" shall mean EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, as Trustees, Managers, individually, and their past, present and future agents, partners, associates, joint venturers, creditors, predecessors, successors, heirs, assigns, insurers, representatives and attorneys, and all persons acting by or in concert with each other.

C. "VIKING ENTITIES" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and VIKING GROUP, INC. (the "VIKING ENTITIES") and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners,



employers, employees, predecessors, successors, heirs, assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

D. "CLAIM" or "CLAIMS" shall refer to any and all claims, demands, liabilities, damages, complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, misrepresentations, distress, attorneys' fees, investigative costs and any other actionable omissions, conduct or damage of every kind in nature whatsoever, whether seen or unforeseen, whether known or unknown, alleged or which could have at any time been alleged or asserted between the SETTLING PARTIES relating in any way to the SUBJECT ACTION.

E. The "SUBJECT ACTION" refers to the litigation arising from the Complaints filed by PLAINTIFFS in the Eighth Judicial District Court, County of Clark, Case Number A-16-738444-C, State of Nevada, with respect to and between PLAINTIFFS and DEFENDANTS.

### **III. SETTLEMENT TERMS**

A. The VIKING ENTITIES will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) within 20 days of PLAINTIFFS' execution of this AGREEMENT, assuming resolution of the condition set out in § III.D below. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth; AMERICAN GRATING, LLC; and Law Office of Daniel S. Simon."

B. PLAINTIFFS will execute a stipulation to dismiss all of their claims against the VIKING ENTITIES with prejudice, which will state that each party is to bear its own fees and costs. PLAINTIFFS will provide an executed copy of the stipulation to the VIKING ENTITIES upon receipt of a certified check.

C. PLAINTIFFS agree to fully release any and all claims against the VIKING ENTITIES (as defined below § IV.C). The RELEASE included in this document (§ V) shall become effective and binding on PLAINTIFFS upon their receipt of the \$6,000,000 settlement funds.

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the VIKING ENTITIES by Lange Plumbing, LLC. Alternatively, this condition would be satisfied in the event that Lange Plumbing, LLC voluntarily dismisses all claims with prejudice against the VIKING ENTITIES and executes a full release of all claims, known or unknown.

E. The SETTLING PARTIES will bear their own attorneys' fees and costs.

### **IV. AGREEMENT**

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY



hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

B. Each of the SETTLING PARTIES warrant to each other the truth and correctness of the foregoing recitals, which are incorporated in this paragraph by reference.

C. As a material part of this Agreement, except as otherwise provided herein, all claims held by and between the SETTLING PARTIES relating to the SUBJECT ACTION, including, but not limited to, those for property damage, stigma damages, remediation costs, repair costs, diminution in value, punitive damages, shall be dismissed, with prejudice, including any and all claims for attorneys' fees and costs of litigation. This shall include, but is not limited to, any and all claims asserted by PLAINTIFFS or which could have at any time been alleged or asserted against the VIKING ENTITIES, by way of PLAINTIFFS Complaint and any amendments thereto.

#### **V. MUTUAL RELEASE**

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge the VIKING ENTITIES and any of its affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION.

B. Reciprocally, in consideration of the settlement payment and promises described herein, the VIKING ENTITIES, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge PLAINTIFFS and any of PLAINTIFFS' affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION. C. This AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which PLAINTIFFS may



have against the VIKING ENTITIES, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

C. Reciprocally, this AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which the VIKING ENTITIES may have against PLAINTIFFS, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, the VIKING ENTITIES and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

D. SETTLING PARTIES hereto expressly agree that this AGREEMENT shall be given full force and effect in accordance with each and all of its expressed terms and provisions, relating to unknown and unsuspected claims, demands, causes of action, if any, between PLAINTIFF and DEFENDANTS, with respect to the INCIDENT, to the same effect as those terms and provisions relating to any other claims, demands and causes of action herein above specified. This AGREEMENT applies as between PLAINTIFFS and the VIKING ENTITIES and their related persons and entities.

E. PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah has explained the effect of this AGREEMENT and their release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement. PLAINTIFFS further represent that they understand and acknowledge the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

#### **VI. GOOD FAITH SETTLEMENT**

PLAINTIFFS and the VIKING ENTITIES each warrant that they enter this settlement in good faith, pursuant to the provisions of NRS 17.245.



## **VIII. MISCELLANEOUS**

### **A. COMPROMISE:**

This AGREEMENT is the compromise of doubtful and disputed claims and nothing contained herein is to be construed as an admission of liability on the part of the SETTLING PARTIES, or any of them, by whom liability is expressly denied, or as an admission of any absence of liability on the part of the SETTLING PARTIES, or any of them.

### **B. SATISFACTION OF LIENS:**

1. PLAINTIFFS warrant that they are presently the sole and exclusive owners of their respective claims, demands, causes of action, controversies, obligations or liabilities as set forth in the SUBJECT ACTION and that no other party has any right, title, or interest whatsoever in said causes of action and other matters referred to therein, and that there has been no assignment, transfer, conveyance, or other disposition by them of any said causes of action and other matters referred to therein.

2. PLAINTIFFS do herein specifically further agree to satisfy all liens, claims and subrogation rights of any contractor incurred as a result of the SUBJECT ACTION and to hold harmless and indemnify the VIKING ENTITIES and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against, and in connection with, any liens of any type whatsoever pertaining to the SUBJECT ACTION including, but not necessarily limited to attorneys' liens, mechanics liens, expert liens and/or subrogation claims.

### **C. GOVERNING LAW:**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

### **D. INDIVIDUAL AND PARTNERSHIP AUTHORITY:**

Any individual signing this Agreement on behalf of another individual, a corporation, a limited liability company or partnership, represents or warrants that he/she has full authority to do so.

### **E. GENDER AND TENSE:**

Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine and feminine and neuter gender shall be deemed to include the other.

### **F. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES



hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

**G. INDEPENDENT ADVICE OF COUNSEL:**

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel. For PLAINTIFFS, that independent attorney is Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah.

**H. VOLUNTARY AGREEMENT:**

The SETTLING PARTIES hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they have signed the same freely and voluntarily.

**I. ADMISSIBILITY OF AGREEMENT:**

In an action or proceeding related to this Agreement, the SETTLING PARTIES stipulate that a fully executed copy of this Agreement may be admissible to the same extent as the original Agreement.

**J. COUNTERPARTS:**

This Agreement may be executed in one or more counterparts, each of which shall constitute a duplicate original. A facsimile or other non-original signatures shall still create a binding and enforceable agreement.



IN WITNESS WHEREOF the SETTLING PARTIES agree hereto and this Agreement is executed as of the date and year noted below.

On behalf of The Edgeworth Family Trust & American Grating, LLC

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017      DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
BRIAN EDGEWORTH as Trustee of  
The Edge worth Family Trust &  
Manager of American Grating, LLC

\_\_\_\_\_  
ANGELA EDGEWORTH as Trustee of  
The Edge worth Family Trust &  
Manager of American Grating, LLC

On behalf of The Viking Corporation, Supply Network, Inc. and Viking Group, Inc.

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

\_\_\_\_\_  
SCOTT MARTORANO  
Vice President-Warranty Managment



# **EXHIBIT K**



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

From: **Ruben Herrera** <[ruben@vegasacesvolleyball.com](mailto:ruben@vegasacesvolleyball.com)>

Date: Mon, Dec 4, 2017 at 4:02 PM

Subject: Fwd: Siena Simon

To: Brian Edgeworth <[brian@pediped.com](mailto:brian@pediped.com)>, Angela Edgeworth <[angela.edgeworth@pediped.com](mailto:angela.edgeworth@pediped.com)>

Response from Danny Simon.

Ruben Herrera | Vegas Aces Volleyball

O 702.592.3182 | M 702.592.8927

123 Pancho Via Drive | Henderson, NV 89012

[ruben@vegasacesvolleyball.com](mailto:ruben@vegasacesvolleyball.com) | [www.vegasacesvolleyball.com](http://www.vegasacesvolleyball.com)

"Home of Southern Nevada's Premier Volleyball"

Begin forwarded message:

**From:** Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)>

**Subject:** RE: Siena Simon

**Date:** December 4, 2017 at 3:54:38 PM PST

**To:** Ruben Herrera <[ruben@vegasacesvolleyball.com](mailto:ruben@vegasacesvolleyball.com)>

AA0234



**Cc:** "Eleyna Simon (simonsays3@cox.net)" <simonsays3@cox.net>

Thank you for your response. Siena is very disappointed. She was truly excited to be a part of your special team and have you as a coach. You would have really enjoyed her as part of your program providing her knee did improve, which we anticipate. She is currently treating for her knee issue and hope it will be resolved in the near future. As for the other issue with the Edgeworth's, just as you, we believed we were friends. However, as parents, we must do everything in our power to protect our children. This is why she could not have come to the gym. Regardless, thank you for your understanding of this situation. Is there a form that you will provide us confirming the release or should I send you something merely stating that the Vegas Aces release her of any obligations under the contracts signed concerning the 2017/2018 season? Please advise. Also, feel free to call me anytime. Thanks again.

**From:** Ruben Herrera [<mailto:ruben@vegasacesvolleyball.com>]

**Sent:** Thursday, November 30, 2017 6:47 PM

**To:** Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)>

**Cc:** Eleyna Simon (simonsays3@cox.net) <simonsays3@cox.net>

**Subject:** Re: Siena Simon

First of all, assuming I knew anything about your family and the Edgeworth's is completely incorrect but now I know something is going on but I still don't care, because it's not any of my business. Secondly, I have listened to your voicemails and as I mentioned in the parents meeting, I discuss everything volleyball related with the athlete. If Sisi was going to be out of practice because of her knee, she needed to relay that message not her parents. At that time I would've told her, she still needed to attend practice regardless of her situation.

I will gladly release her with no problems and again why anyone would assume I would have anything negative to say is mind boggling; I never even saw her in the gym other than tryouts. I never make any volleyball related decisions based on other people's business problems, especially when I have no knowledge of any of it! My mistake is I assumed your two family's were friends.

Neither here nor there, like I mentioned before, I will gladly release Sisi.

Good luck to Sisi this year.

Coach Ruben

Ruben Herrera | Vegas Aces Volleyball  
O 702.592.3182 | M 702.592.8927  
123 Pancho Via Drive | Henderson, NV 89012  
[ruben@vegasacesvolleyball.com](mailto:ruben@vegasacesvolleyball.com) | [www.vegasacesvolleyball.com](http://www.vegasacesvolleyball.com)

"Home of Southern Nevada's Premier Volleyball"

On Nov 30, 2017, at 5:44 PM, Daniel Simon

AA0235



<[dan@simonlawlv.com](mailto:dan@simonlawlv.com)> wrote:

This shall confirm that I have left you three messages this week on your cell phone. On Monday, 11-27-17 , I left you a detailed message that Siena would not be at practice as she was being evaluated for her knee. Then, I left you a message on Wednesday, 11-29-17 and today 11-30-17 at 10:40 a.m requesting a return phone call. Thus far, you have failed to return a single phone call to me. I am quite surprised by the email sent by Ms. Hunt suggesting Siena needs to call you. Feel free to call me anytime on my Cell Phone at 702-279-7246. I am sure you are aware of the issues involving the Edgeworth's. Given the ongoing issues with the Edgeworth's and my daughters knee condition, she will not be able to play for the Aces this season. In light of this, we are requesting that you release her under the contracts signed. If you are not willing to do so, please state all reasons why and please feel free to call me discuss in detail. Most importantly, I trust that there will not be any negative statements made about my daughter or my family as all of these matters are certainly beyond her control and there is absolutely no reason why any derogatory statements should be made about my 14 year old daughter. I look forward to hearing from you.



# **EXHIBIT L**





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

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

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

9 EDGEWORTH FAMILY TRUST; and  
10 AMERICAN GRATING, LLC.;

11 Plaintiffs,

12 vs.

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

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

20 Defendants.

21 **NOTICE OF ATTORNEY'S LIEN**

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

27 That the undersigned claims a lien, pursuant to N.R.S. 18.015, to any verdict, judgment, or  
28 decree entered and to any money which is recovered by settlement or otherwise and/or on account of  
the suit filed, or any other action, from the time of service of this notice. This lien arises from the  
services which the Law Office of Daniel S. Simon has rendered for the client, along with court costs  
and out-of-pocket costs advanced by the Law Office of Daniel S. Simon in an amount to be



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

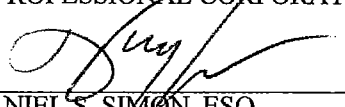
1 determined.

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

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

11 Dated this 30<sup>th</sup> day of November, 2017.

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

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



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

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

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

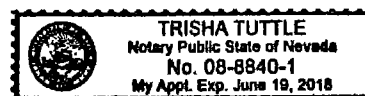
5 That he is the attorney who has at all times represented EDGEWORTH FAMILY TRUST and  
6 AMERICAN GRATING, LLC., as counsel from May 1, 2016, until present, in its claims for damages  
7 resulting from the April 16, 2016, sprinkler failure that caused substantial damage to the Edgeworth  
8 residence located at 645 Saint Croix Street, Henderson, Nevada.

9 That he is owed for attorney's fees for a reasonable fee for the services which have been  
10 rendered for the client, plus outstanding court costs and out-of-pocket costs, currently in the amount  
11 of \$80,326.86, and which are continuing to accrue, as advanced by the Law Office of Daniel S. Simon  
12 in an amount to be determined upon final resolution of any verdict, judgment, or decree entered and  
13 to any money which is recovered by settlement or otherwise and/or on account of the suit filed, or any  
14 other action, from the time of service of this notice. That he has read the foregoing Notice of  
15 Attorney's Lien; knows the contents thereof, and that the same is true of his own knowledge, except  
16 as to those matters therein stated on information and belief, and as to those matters, he believes them  
17 to be true.

18  
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27  
28  
  
DANIEL S. SIMON

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

25  
26  
27  
28  
  
Notary Public



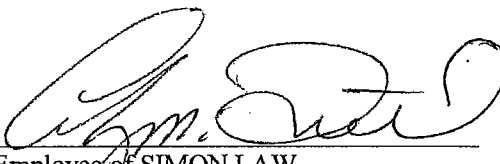


SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF MAIL**

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

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

  
An Employee of SIMON LAW



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

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

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 30<sup>th</sup> day of November, 2017, I served the foregoing **NOTICE OF ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return

**Receipt Requested:**

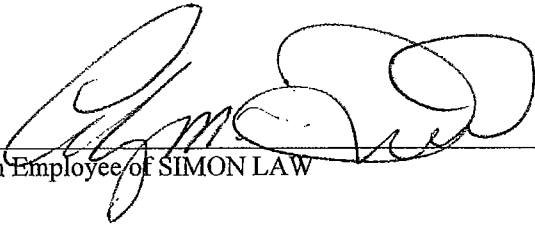
Theodore Parker, III, Esq.  
PARKER NELSON & ASSOCIATES  
2460 Professional Court, Ste. 200  
Las Vegas, NV 89128  
*Attorney for Defendant*  
*Lange Plumbing, LLC*

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

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

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

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

  
An Employee of SIMON LAW



# **EXHIBIT M**





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

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

9 EDGEWORTH FAMILY TRUST; and  
10 AMERICAN GRATING, LLC.;

11 Plaintiffs,

12 vs.

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

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

20 Defendants.

21 **NOTICE OF AMENDED ATTORNEY'S LIEN**

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

27 That the undersigned claims a total lien, in the amount of \$2,345,450.00, less payments made  
28 in the sum of \$367,606.25 for a final lien for attorney's fees in the sum of \$1,977,843.80, pursuant  
to N.R.S. 18.015, to any verdict, judgment, or decree entered and to any money which is recovered  
by settlement or otherwise and/or on account of the suit filed, or any other action, from the time of  
service of this notice. This lien arises from the services which the Law Office of Daniel S. Simon has

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



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

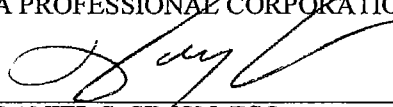
1 rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office  
2 of Daniel S. Simon in the sum of \$76,535.93, which remains outstanding.

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

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

12 Dated this 2<sup>nd</sup> day of January, 2018.

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

15   
16 DANIEL S. SIMON, ESQ.  
17 Nevada Bar No. 4750  
18 ASHLEY M. FERREL, ESQ.  
19 Nevada Bar No. 12207  
20 810 South Casino Center Blvd.  
21 Las Vegas, Nevada 89101  
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SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

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

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

**Receipt Requested:**


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

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

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

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

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

  
An Employee of SIMON LAW



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

**CERTIFICATE OF U.S. MAIL**

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

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


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

Edgeworth Family Trust  
645 Saint Croix Street  
Henderson, Nevada 89012

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

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

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



An Employee of SIMON LAW



# **EXHIBIT N**



## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter the "Agreement"), by and between Plaintiffs EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, Defendants THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC. for damages sustained by PLAINTIFFS arising from an incident that occurred on or about April 10, 2016, at a residential property located at 645 Saint Croix Street, Henderson, Nevada (Clark County), wherein Plaintiff alleges damages were sustained due to an unanticipated activation of a sprinkler head (hereinafter "INCIDENT"). The foregoing parties are hereinafter collectively referred to as "SETTLING PARTIES."

### **I. RECITALS**

A. On June 14, 2016, a Complaint was filed by Plaintiff Edgeworth Family Trust, in the State of Nevada, County of Clark, Case Number A-16-738444-C against Defendants LANGE PLUMBING, LLC and VIKING AUTOMATIC SPRINKLER CO. On August 24, 2016, an amended Complaint was filed against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On March 7, 2017, a Second Amended Complaint was filed adding Plaintiff AMERICAN GRATING, LLC as a Plaintiff against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On November 1, 2017, an Order was entered permitting PLAINTIFFS to VIKING GROUP, INC. as a Defendant (hereinafter "SUBJECT ACTION").

B. The SETTLING PARTIES now wish to settle any and all claims, known and unknown, and dismiss with prejudice the entire SUBJECT ACTION as between the SETTLING PARTIES. The SETTLING PARTIES to this Agreement have settled and compromised their disputes and differences, based upon, and subject to, the terms and conditions which are further set forth herein.

### **II. DEFINITIONS**

A. "SETTLING PARTIES" shall mean, collectively, all of the following individuals and entities, and each of them:

B. "PLAINTIFFS" shall mean EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, as Trustees, Managers, individually, and their past, present and future agents, partners, associates, joint venturers, creditors, predecessors, successors, heirs, assigns, insurers, representatives and attorneys, and all persons acting by or in concert with each other.

C. "VIKING ENTITIES" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and VIKING GROUP, INC. (the "VIKING ENTITIES") and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners,



employers, employees, predecessors, successors, heirs, assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

D. "CLAIM" or "CLAIMS" shall refer to any and all claims, demands, liabilities, damages, complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, misrepresentations, distress, attorneys' fees, investigative costs and any other actionable omissions, conduct or damage of every kind in nature whatsoever, whether seen or unforeseen, whether known or unknown, alleged or which could have at any time been alleged or asserted between the SETTLING PARTIES relating in any way to the SUBJECT ACTION.

E. The "SUBJECT ACTION" refers to the litigation arising from the Complaints filed by PLAINTIFFS in the Eighth Judicial District Court, County of Clark, Case Number A-16-738444-C, State of Nevada, with respect to and between PLAINTIFFS and DEFENDANTS.

### **III. SETTLEMENT TERMS**

A. The VIKING ENTITIES will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) within 20 days of PLAINTIFFS' execution of this AGREEMENT, assuming resolution of the condition set out in § III.D below. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth; AMERICAN GRATING, LLC; and Law Office of Daniel S. Simon."

B. PLAINTIFFS will execute a stipulation to dismiss all of their claims against the VIKING ENTITIES with prejudice, which will state that each party is to bear its own fees and costs. PLAINTIFFS will provide an executed copy of the stipulation to the VIKING ENTITIES upon receipt of a certified check.

C. PLAINTIFFS agree to fully release any and all claims against the VIKING ENTITIES (as defined below § IV.C). The RELEASE included in this document (§ V) shall become effective and binding on PLAINTIFFS upon their receipt of the \$6,000,000 settlement funds.

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the VIKING ENTITIES by Lange Plumbing, LLC. Alternatively, this condition would be satisfied in the event that Lange Plumbing, LLC voluntarily dismisses all claims with prejudice against the VIKING ENTITIES and executes a full release of all claims, known or unknown.

E. The SETTLING PARTIES will bear their own attorneys' fees and costs.

### **IV. AGREEMENT**

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY



hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

B. Each of the SETTLING PARTIES warrant to each other the truth and correctness of the foregoing recitals, which are incorporated in this paragraph by reference.

C. As a material part of this Agreement, except as otherwise provided herein, all claims held by and between the SETTLING PARTIES relating to the SUBJECT ACTION, including, but not limited to, those for property damage, stigma damages, remediation costs, repair costs, diminution in value, punitive damages, shall be dismissed, with prejudice, including any and all claims for attorneys' fees and costs of litigation. This shall include, but is not limited to, any and all claims asserted by PLAINTIFFS or which could have at any time been alleged or asserted against the VIKING ENTITIES, by way of PLAINTIFFS Complaint and any amendments thereto.

#### **V. MUTUAL RELEASE**

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge the VIKING ENTITIES and any of its affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION.

B. Reciprocally, in consideration of the settlement payment and promises described herein, the VIKING ENTITIES, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge PLAINTIFFS and any of PLAINTIFFS' affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION. C. This AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which PLAINTIFFS may



have against the VIKING ENTITIES, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

C. Reciprocally, this AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which the VIKING ENTITIES may have against PLAINTIFFS, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, the VIKING ENTITIES and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

D. SETTLING PARTIES hereto expressly agree that this AGREEMENT shall be given full force and effect in accordance with each and all of its expressed terms and provisions, relating to unknown and unsuspected claims, demands, causes of action, if any, between PLAINTIFF and DEFENDANTS, with respect to the INCIDENT, to the same effect as those terms and provisions relating to any other claims, demands and causes of action herein above specified. This AGREEMENT applies as between PLAINTIFFS and the VIKING ENTITIES and their related persons and entities.

E. PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah has explained the effect of this AGREEMENT and their release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement. PLAINTIFFS further represent that they understand and acknowledge the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

## **VI. GOOD FAITH SETTLEMENT**

PLAINTIFFS and the VIKING ENTITIES each warrant that they enter this settlement in good faith, pursuant to the provisions of NRS 17.245.



## **VIII. MISCELLANEOUS**

### **A. COMPROMISE:**

This AGREEMENT is the compromise of doubtful and disputed claims and nothing contained herein is to be construed as an admission of liability on the part of the SETTLING PARTIES, or any of them, by whom liability is expressly denied, or as an admission of any absence of liability on the part of the SETTLING PARTIES, or any of them.

### **B. SATISFACTION OF LIENS:**

1. PLAINTIFFS warrant that they are presently the sole and exclusive owners of their respective claims, demands, causes of action, controversies, obligations or liabilities as set forth in the SUBJECT ACTION and that no other party has any right, title, or interest whatsoever in said causes of action and other matters referred to therein, and that there has been no assignment, transfer, conveyance, or other disposition by them of any said causes of action and other matters referred to therein.

2. PLAINTIFFS do herein specifically further agree to satisfy all liens, claims and subrogation rights of any contractor incurred as a result of the SUBJECT ACTION and to hold harmless and indemnify the VIKING ENTITIES and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against, and in connection with, any liens of any type whatsoever pertaining to the SUBJECT ACTION including, but not necessarily limited to attorneys' liens, mechanics liens, expert liens and/or subrogation claims.

### **C. GOVERNING LAW:**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

### **D. INDIVIDUAL AND PARTNERSHIP AUTHORITY:**

Any individual signing this Agreement on behalf of another individual, a corporation, a limited liability company or partnership, represents or warrants that he/she has full authority to do so.

### **E. GENDER AND TENSE:**

Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine and feminine and neuter gender shall be deemed to include the other.

### **F. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES



hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

**G. INDEPENDENT ADVICE OF COUNSEL:**

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel. For PLAINTIFFS, that independent attorney is Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah.

**H. VOLUNTARY AGREEMENT:**

The SETTLING PARTIES hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they have signed the same freely and voluntarily.

**I. ADMISSIBILITY OF AGREEMENT:**

In an action or proceeding related to this Agreement, the SETTLING PARTIES stipulate that a fully executed copy of this Agreement may be admissible to the same extent as the original Agreement.

**J. COUNTERPARTS:**


This Agreement may be executed in one or more counterparts, each of which shall constitute a duplicate original. A facsimile or other non-original signatures shall still create a binding and enforceable agreement.




IN WITNESS WHEREOF the SETTLING PARTIES agree hereto and this Agreement is executed as of the date and year noted below.

On behalf of The Edgeworth Family Trust & American Grating, LLC

DATED this 1<sup>ST</sup> day of DECEMBER 2017 DATED this 1 day of December 2017



BRIAN EDGEWORTH as Trustee of  
The Edge worth Family Trust &  
Manager of American Grating, LLC



ANGELA EDGEWORTH as Trustee of  
The Edge worth Family Trust &  
Manager of American Grating, LLC

On behalf of The Viking Corporation, Supply Network, Inc. and Viking Group, Inc.

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

\_\_\_\_\_  
SCOTT MARTORANO  
Vice President-Warranty Managment



# **EXHIBIT O**



## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

~~FFD~~ This Settlement Agreement and Release of Claims ("Settlement Agreement") is entered on ~~December 5, 2018~~ December 5, 2018 ("Effective Date"), among EDGEWORTH FAMILY TRUST and AMERICAN GRATING, LLC ("Plaintiffs") and LANGE PLUMBING, LLC ("Lange Plumbing") and its insurance companies, KINSALE INSURANCE COMPANY ("Kinsale") and AIG (hereinafter collectively "Lange Plumbing"). Plaintiffs and Lange Plumbing are individually referred to in this Settlement Agreement as a "Party" and collectively as the "Parties."

### RECITALS

A. On June 14, 2016, a Complaint was filed by Plaintiff EDGEWORTH FAMILY TRUST, in the State of Nevada, County of Clark, Case Number A-16-738444-C, against Defendants LANGE PLUMBING, LLC and VIKING AUTOMATIC SPRINKLER CO.

B. On August 24, 2016, an Amended Complaint was filed against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION and SUPPLY NETWORK, INC. d/b/a VIKING SUPPLYNET.

C. On March 7, 2017, a Second Amended Complaint was filed adding Plaintiff AMERICAN GRATING, LLC as a Plaintiff against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION and SUPPLY NETWORK, INC. d/b/a VIKING SUPPLYNET.

D. On April 4, 2017, VIKING filed a Third Party Complaint against GIBERTI CONSTRUCTION, LLC.

E. On June 12, 2017, GIBERTI filed a counter-claim against VIKING and a Cross-Complaint against LANGE PLUMBING, LLC. On November 1, 2017, an Order was entered permitting PLAINTIFFS to add VIKING GROUP, INC. as a Defendant (hereinafter collectively the "Action").

F. Except as provided in the following Recital, the Parties have reached an arms-length and negotiated settlement of the following (collectively, "Released Claims"): (i) the Plaintiffs' Complaint against Lange Plumbing, and any amendments thereto, and (ii) any cross claims that may have been filed by any of the other parties in the Action.

G. This Settlement Agreement is intended to fully settle, release and waive all Released Claims in accordance with the terms and conditions set forth in this Settlement Agreement.

**NOW, THEREFORE**, in consideration of the foregoing factual recitals, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the terms, provisions and covenants contained below, the Parties agree as follows:

### AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein, as though fully set forth.
2. **Exchange of Settlement Documents and Payment Terms.**



a. On or before December 31, 2017, the Parties (through their respective counsel) shall exchange their signed counterparts of this Settlement Agreement. If necessary, the Parties agree to provide each other with reasonable extensions to provide the necessary signature pages.

b. By no later than January 30, 2018 ("Settlement Amount Payment Date"), Lange Plumbing (through their respective insurance carriers, Kinsale and AIG) shall pay to Plaintiffs the total sum of One Hundred Thousand Dollars (\$100,000.00 — the "Settlement Amount") in full and complete satisfaction of the Released Claims, as follows:

c. Within ten (10) calendar days of Plaintiffs' receipt of the Settlement Amount, the attorneys for the Parties shall file a Stipulation and Order Dismissing the Released Claims with prejudice, and to take such action as may be necessary or appropriate to have an order entered dismissing the same. Each Party shall bear their own attorney's fees and costs with respect to such Released Claims.

3. **Releases.** Concurrent with the Settlement Amount having been paid to Plaintiffs, the Parties on behalf of their Related Persons and Entities,<sup>1</sup> shall have fully released, waived and discharged each of the other Parties and their Related Persons and Entities, for, from and against any and all Claims, whether seen or unforeseen, known or unknown, alleged or which could have been alleged, brought or asserted as part of the Released Claims (collectively, "Release"). Plaintiffs represent, warrant and agree that payment of the Settlement Amount, shall be in full, final and complete settlement of all Claims that are the subject of the Release. Lange agrees not to assert a lien on the property as all outstanding invoices will be deemed satisfied in full.

4. **Waiver of All Claims.** The Parties acknowledge that they may hereafter discover Claims that are the subject of the Release provided in this Settlement Agreement, or facts now unknown or unsuspected from those which they now know or believe to be true. Nevertheless, by way of this Settlement Agreement and except for those Claims that are relating to a breach of this Settlement Agreement, (i) the Parties fully, finally, and forever Release all such Claims even those that may be unknown as of the Effective Date of this Settlement Agreement, including any additional insured obligations, and (ii) the Release contained in this Settlement Agreement shall remain in full force and effect as a complete release and bar of any and all such Claims notwithstanding the discovery or existence of any such additional or different claims or facts before or after the Effective Date of this Settlement Agreement.

5. **No Admission of Liability.** This Settlement Agreement is intended as a compromise of disputed Claims that are the subject of the Release. This Settlement Agreement and compliance with its terms shall not be construed as an admission of any liability, misconduct, or wrongdoing whatsoever, or of any violation of any order, law, statute, duty, or contract whatsoever as to any of the Parties to this Settlement Agreement, and that liability or wrongdoing is expressly denied by the Parties.

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<sup>1</sup> "Related Persons and Entities" shall mean any and all past, present and future parent companies, divisions, subsidiaries, affiliates, related corporations and entities, members, stock holders, commissioners, directors, officers, employees, agents, insurers, warranty providers, attorneys, experts, lenders, mortgage holders, predecessors, partners, joint venturers, legal representatives, heirs, administrators, trustees, beneficiaries, creditors, assigns, successors, lessees, tenants, and legal and equitable owners, individuals as applicable to the Parties, and contractors, subcontractors, sellers of products, etc.



6. **Good Faith Settlement.** The Parties stipulate and agree that the Release provided herein is made in good faith pursuant to the provisions NRS Section 17.245, and this settlement is contingent upon a determination of good faith settlement by the District Court pursuant to that Section.

7. **Covenant Not to Sue.** Claims relating to a breach of this Settlement Agreement, the Parties covenant and agree that they have not, and shall not, bring any other Claim (that is the subject of the Release) against any Party to this Settlement Agreement, including all Related Person and Entities regarding the matters that are the subject of the Release. This Settlement Agreement may be pled as a full and complete defense to any such action or other proceeding as well as a basis for abatement of, or injunction against, such action or other proceeding as provided herein.

8. **Representations and Warranties.**

a. Plaintiffs represent and warrant that it is the real party-in-interest and has standing to assert the Claims that are the subject of the Release.

b. The Parties, and each of them, represent and warrant that they are each duly authorized to compromise and settle the Claims that are the subject of the Release, which the Parties, and each of them, have or may have against another Party, and to release all such Claims in the manner and scope set forth in this Settlement Agreement.

c. The Parties, and each of them, represent and warrant that they have selected and retained their own experts and consultants to inspect, analyze, reach conclusions and advise them regarding the nature, extent, cause and repair of the alleged Claims that are the subject of the Release.

d. The Parties, and each of them, represent and warrant that they have not sold, transferred, assigned, or hypothecated, whether voluntarily or involuntarily, by subrogation, operation of law or otherwise, to any other person or entity, except as otherwise expressly stated herein, pursuant to any assignments attached hereto.

e. The Parties, and each of them, represent and warrant that they have been fully advised by their attorneys, concerning the effect, finality and the issues contained in this Settlement Agreement, and that the Parties, and each of them, understand the effect and finality of this Settlement Agreement.

f. The Parties, and each of them, represent and warrant that they have had the right to enforce any provisions of this Settlement Agreement by filing any appropriate action, proceeding or motion in the Court. The Parties further agree, acknowledge, stipulate, and request that the Court in this action shall retain jurisdiction over the Parties to reopen the action after it is dismissed and to hear any motion.

9. **Time of Essence.** The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

10. **Express Disclaimer.** The Parties expressly disclaim any reliance of any kind or nature, whether in discovery or otherwise, on statements, actions or omissions of any kind made or allegedly made by any of the Parties, or their attorneys and agents, regarding the facts of



Released Claims, any other facts pertinent to this Settlement Agreement or the subjects therein, or the contents and legal consequences of this Settlement Agreement.

11. **Entire Agreement.** This Settlement Agreement sets forth the entire understanding between the Parties in connection with the subject matter discussed herein, and may not be modified except by an instrument in writing signed by all Parties.

12. **Construction.** This Settlement Agreement has been jointly prepared by all Parties hereto. The Parties and their respective advisors believe that this Settlement Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor or against any Party.

13. **Attorney Representation.** In negotiation, preparation and execution of this Settlement Agreement, the Parties hereby acknowledge that each Party has been represented by counsel, that each Party has had an opportunity to consult with an attorney of its own choosing prior to the execution of this Settlement Agreement, and has been advised that it is in its best interests to do so. The Parties have read this Settlement Agreement in its entirety and fully understand the terms and provisions contained herein. The Parties execute this Settlement Agreement freely and voluntarily and accept the terms, conditions and provisions of this Settlement Agreement, and state that the execution by each of them of this Settlement Agreement is free from any coercion whatsoever.

14. **Governing Law.** This Settlement Agreement is intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The Parties hereto consent to the exclusive jurisdiction of any Federal or State court located in the County of Clark, State of Nevada, for any action commenced hereunder.

15. **Severability.** The Parties understand and agree that, if any provision of this Settlement Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, such provision or portion of this Settlement Agreement will be deemed to be severed and deleted from this Settlement Agreement, but this Settlement Agreement in all other respects will remain unmodified and continue in full force and effect; provided, however, that this provision does not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable.

16. **Settlement Agreement Survives Breach.** If any Party to this Settlement Agreement should breach (material breach or otherwise) any provision or any part of any provision of this Settlement Agreement, such breach shall not void the Settlement Agreement for non-breaching Parties, nor shall such breach affect the rights or obligations of non-breaching Parties to this Settlement Agreement, which shall remain in full force and effect for those non-breaching Parties.

17. **Prevailing Party.** In the event of the bringing of any action or suit by a Party hereto by reason of any breach of any of the covenants, agreements or provisions arising out of this Settlement Agreement, then in that event, the prevailing Party shall be entitled to recover all reasonable costs and expenses of the action or suit, reasonable attorneys' fees, witness fees and any other reasonable professional fees resulting therefrom.

18. **Counterparts; Facsimile Signatures.** This Settlement Agreement may be executed in one or more counterparts, each which shall constitute one and the same instrument,



and shall become effective when one or more counterparts have been signed by each of the parties. The Parties agree that facsimile signatures will be treated in all manner and respects as a binding and original document, and the signature of any Party shall be considered for these purposes as an original signature.

19. **Successors and Assigns.** This Settlement Agreement is binding upon and inures to the benefit of the successors, assigns, and nominees of the Parties hereto.

20. **Titles and Headings.** Titles and headings of Sections of this Settlement Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Settlement Agreement.

21. **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural as the identity of the person or persons may require.

22. **Further Documents.** Each Party agrees to perform any further acts and to execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Settlement Agreement.

23. **Acknowledgment.** The Parties acknowledge and agree that they were supplied a copy of this Settlement Agreement, that they or their authorized representative has carefully read and understands the Settlement Agreement, that they have been advised as to the content of this Settlement Agreement by counsel of their own choice, and that they voluntarily accept the terms and conditions of this Settlement Agreement.

24. **Authority.** The Parties, and each of them, represent and warrant that each Party hereto holds the requisite power and authority to enter this Settlement Agreement.

25. **Admissibility of Settlement Agreement.** In an action or proceeding related to this Settlement Agreement, the Parties stipulate that a fully executed copy of this Settlement Agreement may be admissible to the same extent as the original Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the day and year first above written.

[SIGNATURES ON SUBSEQUENT PAGES]



**EDGEWORTH FAMILY TRUST**

By: [Signature]  
Name: Brian Edgeworth  
Title: Trustee

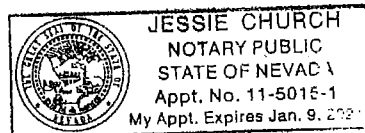
STATE OF NEVADA                     )  
   ) ss.  
COUNTY OF CLARK                     )

On this 5 day of February, 2018, before me, the undersigned Notary Public in and for said County and State, appeared Brian Edgeworth, as Trustee of **EDGEWORTH FAMILY TRUST**, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he/she did so freely and voluntarily and for the purposes therein mentioned.

[Signature]  
NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

**SIMON LAW**



\_\_\_\_\_  
DANIEL S. SIMON, ESQ.  
810 S. Casino Center Boulevard  
Las Vegas, Nevada 89101

ATTORNEYS FOR PLAINTIFFS



AMERICAN GRATING, LLC

By: [Signature]  
Name: Brian Edgeworth  
Title: Member

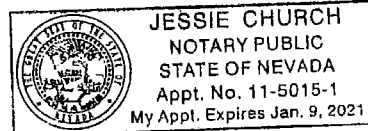
STATE OF NEVADA                     )  
   ) ss.  
COUNTY OF CLARK                     )

On this 5<sup>th</sup> day of February, 2018, before me, the undersigned Notary Public in and for said County and State, appeared Brian Edgeworth as Member of AMERICAN GRATING, LLC, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he/she did so freely and voluntarily and for the purposes therein mentioned.

[Signature]  
NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

SIMON LAW



\_\_\_\_\_  
DANIEL S. SIMON, ESQ.  
810 S. Casino Center Boulevard  
Las Vegas, Nevada 89101

ATTORNEYS FOR PLAINTIFFS



**LANGE PLUMBING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEVADA                     )  
  ) ss.  
COUNTY OF CLARK                 )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public in and for said County and State, appeared \_\_\_\_\_, as \_\_\_\_\_ of **LANGE PLUMBING, LLC**, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he/she did so freely and voluntarily and for the purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

**PARKER NELSON & ASSOCIATES, CHTD.**

\_\_\_\_\_  
THEODORE PARKER, III, ESQ.  
2460 Professional Court, Suite 200  
Las Vegas, Nevada 89128

ATTORNEYS FOR LANGE PLUMBING, LLC



# **EXHIBIT P**



IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,  
Appellants/Cross-Respondents,  
vs.

DANIEL S. SIMON; AND THE LAW  
OFFICE OF DANIEL S. SIMON, A  
PROFESSIONAL CORPORATION,  
Respondents/Cross-Appellants.

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,  
Appellants,  
vs.

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

No. 77678

**FILED**

DEC 30 2020

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
DEPUTY CLERK

No. 78176

*ORDER AFFIRMING IN PART, VACATING IN PART AND  
REMANDING*

These consolidated matters include two appeals and a cross-appeal that challenge district court orders dismissing a complaint under NRCP 12(b)(5), adjudicating an attorney lien, and granting in part and denying in part a motion for attorney fees and costs.<sup>1</sup> Eighth Judicial District Court, Clark County; Tierra Danielle Jones, Judge.<sup>2</sup>

Brian and Angela Edgeworth are business owners and managers. A fire sprinkler malfunctioned and flooded a home they were constructing, causing \$500,000 in damages. Both the fire-sprinkler

<sup>1</sup>Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this appeal.

<sup>2</sup>The Honorable Abbi Silver, Justice, did not participate in the decision of this matter.



manufacturer and plumbing company refused to pay for the damage. Daniel Simon, a Las Vegas attorney and close friend of the Edgeworths, offered to help. There was no written fee agreement, as Simon only planned to send a few letters. However, Simon eventually sued the responsible parties on the Edgeworths' behalf, billing the Edgeworths a "reduced" rate of \$550 per hour through four invoices totaling \$367,606, which the Edgeworths paid in full. Eventually, Simon helped secure a \$6 million settlement agreement, and when the Edgeworths asked Simon to provide any unpaid invoices, Simon sent them a letter with a retainer agreement for \$1.5 million beyond what they had already paid him for his services. The Edgeworths refused to pay and retained new counsel. Simon then filed an attorney lien. The Edgeworths responded by suing him for breach of contract and conversion.

Simon moved to dismiss the Edgeworths' complaint under both NRCP 12(b)(5) and Nevada's anti-SLAPP statutes and he moved for adjudication of the lien. The district court consolidated the cases. The district court first addressed Simon's attorney lien and held an extensive evidentiary hearing. After the hearing, the district court found that Simon and the Edgeworths did not have an express oral contract. Although the district court found that Simon and the Edgeworths had an implied contract for the hourly rate of \$550 per hour for Simon and \$275 per hour for Simon's associates, it also determined that the Edgeworths constructively discharged Simon when they retained new counsel. Therefore, the district court awarded Simon roughly \$285,000 for attorney services rendered from September 19 to November 29, 2017, and \$200,000 in quantum meruit for the services he rendered after November 29, the date of the constructive



discharge.<sup>3</sup> Relying on the evidence presented at the hearing adjudicating the attorney lien, the district court dismissed the Edgeworths' complaint and awarded Simon \$55,000 in attorney fees and costs for defending the breach of contract action. It then denied Simon's anti-SLAPP motion as moot.

*The constructive discharge for purposes of adjudicating attorney lien and \$200,000 quantum meruit award*

We review a "district court's findings of fact for an abuse of discretion" and "will not set aside those findings unless they are clearly erroneous or not supported by substantial evidence." *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660-61 (2004) (internal quotation marks omitted). The Edgeworths argue that substantial evidence does not support the district court's constructive discharge finding because Simon never withdrew from the case, continued working on it through its conclusion, and billed them after the date of the constructive discharge. We disagree.

A constructive discharge occurs when a party's conduct "dissolves the essential mutual confidence between attorney and client," *Brown v. Johnstone*, 450 N.E.2d 693, 695 (Ohio Ct. App. 1982) (holding that a client terminated the attorney-client relationship when he initiated grievance proceedings against and stopped contacting his attorney), or the client takes action that prevents the attorney from effective representation. *McNair v. Commonwealth*, 561 S.E.2d 26, 31 (Va. Ct. App. 2002) (explaining that in the criminal context, constructive discharge can occur where "the defendant place[s] his counsel in a position that precluded effective

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<sup>3</sup>On appeal, the Edgeworths challenge only the \$200,000 award in quantum meruit.



representation"). Substantial evidence in the record demonstrates that the Edgeworths hired new counsel; stopped directly communicating with Simon; empowered their new counsel to resolve the litigation; and settled claims against Simon's advice at the urging of new counsel. Accordingly, we conclude that the district court acted within its sound discretion by finding that the Edgeworths constructively discharged Simon on November 29, 2017.

Although we conclude that the district court correctly found that Simon was entitled to quantum meruit for work done after the constructive discharge, *see Gordon v. Stewart*, 74 Nev. 115, 119, 324 P.2d 234, 236 (1958) (upholding an award in quantum meruit to an attorney after breach of contract), *rejected on other grounds by Argentina Consol. Min. Co. v. Jolley Urga Wirth Woodbury & Standish*, 125 Nev. 527, 537-38, 216 P.3d 779, 786 (2009), we agree with the Edgeworths that the district court abused its discretion by awarding \$200,000 in quantum meruit<sup>4</sup> without making findings regarding the work Simon performed after the constructive discharge. *Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 82, 319 P.3d 606, 616 (2014) (reviewing district court's attorney fee decision for an abuse of discretion).

A district court abuses its discretion when it bases its decision on an erroneous view of the law or clearly disregards guiding legal principles. *See Bergmann v. Boyce*, 109 Nev. 670, 674, 856 P.2d 560, 563 (1993), *superseded by statute on other grounds as stated in In re DISH Network Derivative Litig.*, 133 Nev. 438, 451 n.6, 401 P.3d 1081, 1093 n.6 (2017). "[T]he proper measure of damages under a *quantum meruit* theory

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<sup>4</sup>The Edgeworths do not contest the validity of the attorney lien or the district court's jurisdiction to adjudicate it.



of recovery is the reasonable value of [the] services." *Flamingo Realty, Inc. v. Midwest Dev., Inc.*, 110 Nev. 984, 987, 879 P.2d 69, 71 (1994) (alteration in original) (internal quotation marks omitted). A district court must consider the *Brunzell* factors when determining a reasonable amount of attorney fees. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). Those factors are: (1) the quality of the advocate; (2) the character of the work, e.g., its difficulty, importance, etc.; (3) the work actually performed by the advocate; and (4) the result. *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The Edgeworths challenge the third factor, arguing that the district court's order did not describe the work Simon performed after the constructive discharge. While the district court stated that it was applying the *Brunzell* factors for work performed only after the constructive discharge, much of its analysis focused on Simon's work throughout the entire litigation. Those findings, referencing work performed before the constructive discharge, for which Simon had already been compensated under the terms of the implied contract, cannot form the basis of a quantum meruit award. Although there is evidence in the record that Simon and his associates performed work after the constructive discharge, the district court did not explain how it used that evidence to calculate its award. Thus, it is unclear whether \$200,000 is a reasonable amount to award for the work done after the constructive discharge. Accordingly, we vacate the district court's grant of \$200,000 in quantum meruit and remand for the district court to make findings regarding the basis of its award.

*The NRCP 12(b)(5) motion to dismiss*

Following the evidentiary hearing regarding the attorney lien, the district court dismissed the Edgeworths' complaint. In doing so, the district court relied on the evidence presented at the evidentiary hearing to



find that there was no express contract and thus dismissed the breach of contract, declaratory relief, and breach of covenant of good faith and fair dealing claims. It further found that Simon complied with the statutory requirements for an attorney lien and therefore dismissed the conversion and breach of fiduciary duty claims, as well as the request for punitive damages.

The Edgeworths argue that the district court failed to construe the allegations in the amended complaint as true and instead considered matters outside the pleadings—facts from the evidentiary hearing. In effect, the Edgeworths argue that, under the NRCP 12(b)(5) standard, the district court was required to accept the facts in their complaint as true regardless of its contrary factual findings from the evidentiary hearing. Under the circumstances here, we are not persuaded that the district court erred by dismissing the complaint.

While the district court should have given proper notice under NRCP 12(d) that it was converting the NRCP 12(b)(5) motion to one for summary judgment, it did not err by applying its findings from the evidentiary hearing when ruling on the NRCP 12(b)(5) motion, as it had told the parties it was waiting to rule on this motion until after the lien adjudication hearing. Under the law-of-the-case doctrine, a district court generally should not reconsider questions that it has already decided. See *Reconstruct Co., N.A. v. Zhang*, 130 Nev. 1, 7-8, 317 P.3d 814, 818 (2014) (“The law-of-the-case doctrine refers to a family of rules embodying the general concept that a court involved in later phases of a lawsuit should not re-open questions decided (i.e., established as law of the case) by that court or a higher one in earlier phases.”) (quoting *Crocker v. Piedmont Aviation, Inc.*, 49 F.3d 735, 739 (D.C. Cir. 1995)); see also *United States v. Jingles*, 702 F.3d 494, 499 (9th Cir. 2012) (“Under the law of the case doctrine, a court is



ordinarily precluded from reexamining an issue previously decided by the same court, or a higher court, in the same case.”) (internal quotation marks omitted). The doctrine applies where “the issue in question [was] ‘decided explicitly . . . in [the] previous disposition.’” *Jingles*, 702 F.3d at 499 (second alteration in original) (quoting *United States v. Lummi Indian Tribe*, 235 F.3d 443, 452 (9th Cir. 2000)).

Because it was necessary for the district court to determine if there was an express contract when adjudicating the attorney lien, its finding that there was no express oral contract between Simon and the Edgeworths became the law of the case in the consolidated action. See NRS 18.015(6) (requiring the court where an attorney lien is filed to “adjudicate the rights of the attorney, client or other parties and enforce the lien”); NRCP 42(a) (allowing consolidation where actions “involve a common question of law or fact”). As it was the law of the case, that finding bound the district court in its adjudication of the NRCP 12(b)(5) motion.<sup>5</sup> See *Awada v. Shuffle Master, Inc.*, 123 Nev. 613, 623, 173 P.3d 707, 714 (2007) (upholding a district court’s decision where the district court held a bench trial to resolve equitable claims and then applied those findings to dismiss the remaining legal claims). Similarly, the district court’s finding that Simon properly perfected the attorney lien became the law of the case and thus bound the district court during its adjudication of the NRCP 12(b)(5) motion. Accordingly, because the district court properly applied its past

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<sup>5</sup>The Edgeworths do not argue that the district court’s finding of an implied contract could have formed the basis of their breach of contract and good faith and fair dealing claims.



findings to the present motion, it did not err in granting the NRCP 12(b)(5) motion.<sup>6</sup>

*The \$50,000 attorney fee award under NRS 18.010(2)(b)*

The Edgeworths argue that the district court abused its discretion by awarding attorney fees to Simon in the context of dismissing their conversion claim because their claim was neither groundless nor brought in bad faith and the district court failed to consider the *Brunzell* factors.

The district court awarded attorney fees under NRS 18.010(2)(b) for the Edgeworths' conversion claim alone because it found that the Edgeworths' conversion claim was not maintained upon reasonable grounds. Once Simon filed the attorney lien, the Edgeworths were not in exclusive possession of the disputed fees, see NRS 18.015(1), and, accordingly, it was legally impossible for Simon to commit conversion, see *M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 911, 193 P.3d 536, 543 (2008) (holding that to prevail on a conversion claim, the plaintiff must have an exclusive right to possess the property). We perceive no abuse of discretion in this portion of the district court's decision. See NRS 18.010(2)(b) (authorizing courts to award attorney fees for claims "maintained without reasonable ground or to harass the prevailing party"). As to the amount of the award, however, we conclude that the district court's order lacks support. The district court need not explicitly mention each

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<sup>6</sup>In his cross-appeal in Docket No. 77678, Simon argues that the district court erred by denying his anti-SLAPP special motion to dismiss as moot. However, Simon failed to present cogent arguments and relevant authority in his opening brief. Accordingly, we do not consider his argument. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (declining to consider issues that are not supported by cogent argument).



*Brunzell* factor in its order so long as the district court "demonstrate[s] that it considered the required factors, and the award [is] supported by substantial evidence." *Logan*, 131 Nev. at 266, 350 P.3d at 1143 (mandating that a district court consider the *Brunzell* factors, but explaining that "express findings on each factor are not necessary for a district court to properly exercise its discretion").

While the district court did not make explicit *Brunzell* findings, it satisfied the first prong under *Logan* by noting that it "[had] considered all of the factors pertinent to attorney's fees." However, the district court did not provide sufficient reasoning explaining how it arrived at \$50,000, and it is not obvious by our review of the record. Accordingly, we vacate the district court's order awarding attorney fees and remand for further findings.

*The costs award*

The Edgeworths challenge the award of costs, arguing that the district court failed to explain or justify the amount. Having considered the record and the parties' arguments, we conclude that the district court acted within its sound discretion in awarding Simon \$5,000 in costs. *Logan*, 131 Nev. at 267, 350 P.3d at 1144 (explaining that this court reviews an award of costs for an abuse of discretion). Here, the district court explained that it awarded \$5,000 of the requested \$18,434.74 because Simon only requested an award for work performed on the motion to dismiss, not the adjudication of the attorney lien. As Simon's counsel acknowledged, only \$5,000 of the requested costs related to the motion to dismiss and thus only that \$5,000 is recoverable. Because the cost award is supported by an invoice and memorandum of costs, we conclude that the district court acted within its sound discretion when it awarded \$5,000 in costs to Simon.



In sum, as to the Edgeworths' appeal in Docket No. 77678, we affirm the district court's order granting Simon's motion to dismiss as well as the order awarding \$5,000 in costs. However, we vacate the district court's order awarding \$50,000 in attorney fees and \$200,000 in quantum meruit and remand for further findings regarding the basis of the awards. As to Simon's cross-appeal in Docket No. 78176, we affirm the district court's order denying Simon's anti-SLAPP motion as moot.

For the reasons set forth above, we

ORDER the judgment of the district court AFFIRMED in part and VACATED in part AND REMAND this matter to the district court for proceedings consistent with this order.

Pickering C.J.  
Pickering

Gibbons J.  
Gibbons

Hardesty J.  
Hardesty

Parraguirre J.  
Parraguirre

Stiglich J.  
Stiglich

Cadish J.  
Cadish



cc: Hon. Tierra Danielle Jones, District Judge  
Dana Jonathon Nitz, Settlement Judge  
James R. Christensen  
Vannah & Vannah  
Christiansen Law Offices  
Eighth District Court Clerk



# **EXHIBIT Q**



## **DECLARATION AND EXPERT REPORT OF DAVID A. CLARK**

This Report sets forth my expert opinion on issues in the above-referenced matter involving Nevada law and the Nevada Rules of Professional Conduct<sup>1</sup> as are intended within the meaning of NRS 50.275, *et seq.* I was retained by Defendant, Daniel S. Simon, in the above litigation. The following summary is based on my review of materials provided to me, case law, and secondary sources cited below which I have reviewed.

I have personal knowledge of the facts set forth below based on my review of materials referenced below. I am competent to testify as to all the opinions expressed below. I have been a practicing attorney in California (inactive) and Nevada since 1990. For 15 years I was a prosecutor with the Office of Bar Counsel, State Bar of Nevada, culminating in five years as Bar Counsel. I left the State Bar in July 2015 and reentered private practice. I have testified once before in deposition and at trial as a designated expert in a civil case. I was also retained and produced a report in another civil case. My professional background is attached as Exhibit 1.

### **SCOPE OF REPRESENTATION.**

I was retained to render an opinion regarding the professional conduct of attorney Daniel S. Simon, arising out of his asserting an attorney's lien and the handling of settlement funds in his representation of Plaintiffs in *Edgeworth Family Trust and American Grating, LLC v. Lange Plumbing, LLC, The Viking Corp., et al.*, Case No. A738444-C.

### **SUMMARY OPINION.**

It is my opinion to a reasonable degree of probability that Mr. Simon's conduct is lawful, ethical and does not constitute a breach of contract or conversion as those claims are pled in *Edgeworth Family Trust, American Grating, Inc. v. Daniel S. Simon d/b/a Simon Law*, Case No. A-18-767242-C, filed January 4, 2018, in the Eighth Judicial District Court.

### **BACKGROUND FACTS.**

In May 2016, Mr. Simon agreed to assist Plaintiffs in efforts to recover for damages resulting from flooding to Plaintiffs' home. Eventually, Mr. Simon filed suit in June 2016. The case was styled *Edgeworth Family Trust and American Grating, LLC v. Lange Plumbing, LLC, The Viking Corp., et al.*, Case No. A738444-C and was litigated in the Eighth Judicial District Court, Clark County, Nevada.

As alleged in the Complaint (*Edgeworth Family Trust, American Grating, Inc. v. Daniel S. Simon d/b/a Simon Law*, Case No. A-18-767242-C, filed January 4, 2018), the parties initially agreed that Mr. Simon would charge \$550.00 per hour for the representation. There was no written fee agreement. Complaint, ¶ 9. Toward the end of discovery, and on the eve of trial, the matter settled for \$6 million, an amount characterized in the Complaint as having "blossomed from one of mere property damage to one of significant and additional value." Complaint, ¶ 12.

On or about November 27, 2017, Mr. Simon sent a letter to Plaintiffs, setting forth

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<sup>1</sup> The Nevada Rules of Professional Conduct ("RPC") did not enact the preamble and comments to the ABA Model Rules of Professional Conduct. However, Rule 1.0A provides in part that preamble and comments to the ABA Model Rules of Professional Conduct may be consulted for guidance in interpreting and applying the NRPC, unless there is a conflict between the Nevada Rules and the preamble or comments.



additional fees in an amount in excess of \$1 million. Complaint, ¶ 13. Thereafter, Mr. Simon was notified that the clients had retained Robert Vannah to represent them, as well. On December 18, 2017, Mr. Simon received two (2) checks from Zurich American Insurance Company, totaling \$6 million, and payable to "Edgeworth Family Trust and its Trustees Brian Edgeworth & Angela Edgeworth; American Grating, LLC, and the Law Offices of Daniel Simon."

That same morning, Mr. Simon immediately called and then sent an email to the clients' counsel requesting that the clients endorse the checks so they could be deposited into Mr. Simon's trust account. According to the email thread, in a follow up telephone call between Mr. Simon and Mr. Greene, Mr. Greene informed that the clients were unavailable to sign the checks until after the New Year. Mr. Simon informed Mr. Greene that he was available the rest of the week but was leaving town Friday, December 22, 2017, for a family vacation and not returning until the New Year.

In a reply email, Mr. Greene stated that he would "be in touch regarding when the checks can be endorsed." Mr. Greene acknowledged that Mr. Simon mentioned a dispute regarding the fee and requested that Mr. Simon provide the exact amount to be kept in the trust account until the dispute is resolved. Mr. Greene asked that this information be provided "either directly or indirectly" through Mr. Simon's counsel.

On December 19, 2017, Mr. Simon's counsel, James Christensen, sent an email indicating that Mr. Simon was working on the final bill but that the process might take a week or two, depending on holiday staffing. However, since the clients were unavailable until after the New Year, this discussion was likely moot.

On Saturday evening, December 23, 2017, Plaintiff's counsel, Robert Vannah, replied by email asking if the parties would agree to placing the settlement monies into an escrow account instead of Mr. Simon's attorney trust account. Mr. Vannah indicated that he needed to know "right after Christmas." Mr. Christensen replied on December 26, 2017, reiterating that Mr. Simon is out of town through the New Year and was informed the clients are, as well.

Mr. Vannah then replied the same day indicating that the clients are available before the end of the year, and that they will not sign the checks to be deposited into Mr. Simon's trust account. Mr. Vannah again suggested an interest-bearing escrow account. By letter dated December 27, 2017, Mr. Christensen replied in detail to Mr. Vannah's email, discussing problems with using an escrow account as opposed to an attorney's trust account.

I am informed that following the email and letter exchange, Mr. Simon provided an amended attorneys' lien dated January 2, 2018, for a net sum of \$1,977,843.80 as the reasonable value for his services. Thereafter, the parties opened a joint trust account for the benefit of the clients on January 8, 2018. The clients endorsed the settlement checks for deposit. Due to the size of the checks, there was a hold of 7 business days, resulting the monies being available around January 18, 2018.

On January 4, 2018, Plaintiffs filed a Complaint in District Court, styled *Edgeworth Family Trust, American Grating, Inc. v. Daniel S. Simon d/b/a Simon Law*, Case No. A-18-767242-C (Complaint). The Complaint asserts claims for relief against Mr. Simon: breach of contract, declaratory relief, and conversion.

The breach of contract claim states:

25. SIMON's demand for additional compensation other than what was agreed to in the CONTRACT, and than what was disclosed to the defendants in the LITIGATION, in exchange for PLAINTIFFS to receive their settlement proceeds



is a material breach of the CONTRACT.

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

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

As to the third claim for relief for conversion, the Complaint states:

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

## ANALYSIS AND OPINIONS.

### Breach of Contract

All attorneys' fees that are contracted for, charged, and collected, must be reasonable.<sup>2</sup> An attorney may also face disciplinary investigation and sanction pursuant to the inherent authority of the courts for violating RPC 1.5 (Fees).<sup>3</sup> As such, all attorney fees and fee agreements are subject to judicial review.

Nevada law grants to an attorney a lien for the attorney's fees even without a fee agreement,

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

NRS 18.015(2) (emphasis added).<sup>4</sup> This statute provides for the mechanism to perfect the lien and for the court to adjudicate the rights and amount of the fee. The Rules of Professional Conduct direct the ethical attorney to comply with such procedures. "Law may prescribe a procedure for determining a lawyer's fee. . . . The lawyer entitled to such a fee and a lawyer representing another party concerned with the fee should comply with the prescribed procedure." Model R. Prof. Conduct 1.5 cmt 9 (ABA 2015).

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<sup>2</sup> RPC 1.5(a) ("A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses."); *see, also* Restatement (Third) of the Law Governing Lawyers §34 (2000) ("a lawyer may not charge a fee larger than is reasonable in the circumstances or that is prohibited by law.").

<sup>3</sup> SCR 99, 101; *see, also* Restatement (Third) of the Law Governing Lawyers §42, cmt b(v) (2000) ("A court in which a case is pending may, in its discretion, resolved disputes between a lawyer and client concerning fees for services in that case. . . . Ancillary jurisdiction derives historically from the authority of the courts to regulate lawyers who appear before them.").

<sup>4</sup> *See, also* Restatement (Third) of the Law Governing Lawyers §39 (2000) ("If a client and a lawyer have not made a valid contract providing for another measure of compensation, a client owes a lawyer who has performed legal services for the client the fair value of the lawyer's services").



In this instance, the fact that Mr. Simon has availed himself of his statutory lien right under Nevada law, a lien that attaches to every attorney-client relationship, regardless of agreement, cannot be a breach of contract. Mr. Simon is simply submitting his claim for services to judicial review, as the law not only allows, but requires.

In Nevada, “the plaintiff in a breach of contract action [must] show (1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a result of the breach.”<sup>5</sup> Here, there is neither breach nor damages arising from Mr. Simon’s actions. The parties cannot contract for fees beyond the review of the courts. Mr. Simon cannot even contract for an unreasonable fee, much less charge or collect one. Likewise, Plaintiff has an obligation to compensate Mr. Simon the fair value of his services.

By operation of law, NRS 18.015, and this court’s review, is an inherent term of the attorney-client fee arrangement, both with and without an express agreement. And, asserting his rights under the law, as encouraged by the Rules of Professional Conduct (“should comply with the prescribed procedure”) does not constitute a breach of contract. Moreover, as discussed below, under these facts, Plaintiffs cannot establish damages and the cause of action fails.

RPC 1.15 requires that the undisputed sum should be promptly disbursed. Based upon the facts as I know them, Mr. Simon has promptly secured the money in a trust account and promptly conveyed the amount of his claimed additional compensation on January 2, 2018, which is prior to the filing of the Complaint and prior to the funds becoming available for disbursement. Thus, Mr. Simon has complied with the requirements of RPC 1.15 and his actions do not support a claimed breach of contract on the alleged basis of delay in paragraphs 26 and 27 of the Complaint.

### **Conversion**

RPC 1.15 (Safekeeping Property) addresses a lawyer’s duties when safekeeping property for clients or third-parties. It provides in pertinent part:

(a) A lawyer shall hold funds or other property of clients or third persons that is in a lawyer’s possession in connection with a representation separate from the lawyer’s own property. All funds received or held for the benefit of clients by a lawyer or firm, including advances for costs and expenses, shall be deposited in one or more identifiable bank accounts designated as a trust account maintained in the state where the lawyer’s office is situated, or elsewhere with the consent of the client or third person.

. . . . .

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

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<sup>5</sup>*Saini v. Int’l Game Tech.*, 434 F.Supp.2d 913, 919–20 (D.Nev.2006) (citing *Richardson v. Jones*, 1 Nev. 405, 408 (1865)).



Normally, client settlement funds are placed in the attorney's IOLTA trust account (Interest On Lawyer's Trust Account) with the interest payable to the Nevada Bar Foundation to fund legal services. Supreme Court Rules (SCR) 216-221. However, these accounts are for "clients' funds which are nominal in amount or to be held for a short period of time." SCR 78.5(9).

In our case, the settlement amount is substantial and the parties have agreed to place the sums into a separate trust account with interest accruing to the clients. This action comports entirely with Supreme Court Rules:

**SCR 219. Availability of earnings to client.** Upon request of a client, when economically feasible, earnings shall be made available to the client on deposited trust funds which are neither nominal in amount nor to be held for a short period of time.

**SCR 220. Availability of earnings to attorney.** No earnings from clients' funds may be made available to a member of the state bar or the member's law firm except as disbursed through the designated Bar Foundation for services rendered.

Therefore, Plaintiff's settlement monies are both segregated from Mr. Simon's own funds in a designated trust account, interest accruing to the client, and, by Supreme Court rule, Mr. Simon cannot obtain any earnings.

Conversion has been defined as "a distinct act of dominion wrongfully exerted over another's personal property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of such title or rights."<sup>6</sup>

At the time of the filing of the complaint, Mr. Simon had already provided the clients with the amount of his claimed charging lien. Further, at the time of the filing of the Complaint, the clients had not endorsed nor deposited the settlement checks. Even if the funds had cleared the account when the complaint was filed, the monies are still segregated from Mr. Simon's ownership and benefit. He has followed the established rules of the Supreme Court governing the safekeeping of such funds when there is a dispute regarding possession. There is neither conversion of these funds (either in principal or interest) nor damages to Plaintiffs.

Based upon the foregoing, it is my opinion that Mr. Simon's conduct in this matter fails to constitute a breach of contract or conversion of property belonging to Plaintiffs.

#### **AMENDMENT AND SUPPLEMENTATION.**

Each of the opinions set forth herein is based upon my personal review and analysis. This report is based on information provided to me in connection with the underlying case as reported herein. Discovery is on-going. I reserve the right to amend or supplement my opinions if further compelling information is provided to me to clarify or modify the factual basis of my opinions.

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<sup>6</sup> *M.C. Multi-Fam. Dev., L.L.C. v. Crestdale Associates, Ltd.*, 193 P.3d 536, 542-43 (Nev. 2008).



**INFORMATION CONSIDERED IN REVIEWING UNDERLYING  
FACTS AND IN RENDERING OPINIONS.**

In reviewing this matter, and rendering these opinions, I relied on and/or reviewed the authorities cited throughout this report and the following materials:

| Doc No. | Document Description  | Date                     |
|---------|---|--------------------------|
| 1.      | Complaint – (A-18-767242-C) <i>Edgeworth Family Trust, American Grating, Inc. v. Daniel S. Simon d/b/a Simon Law</i>  | 1/4/2018                 |
| 2.      | Letter from James R. Christensen to Robert D. Vannah, consisting of four (4) pages and referenced Exhibits 1 and 2, consisting of two (2) and four (4) pages, respectively.   | 12/27/2017               |
| 3.      | Exhibit 1 to letter - Copies of two (2) checks from Zurich American Insurance Company, totaling \$6 million, and payable to “Edgeworth Family Trust and its Trustees Brian Edgeworth & Angela Edgeworth; American Grating, LLC, and the Law Offices of Daniel Simon | 12/18/2017               |
| 4.      | Exhibit 2 to letter - Email thread between and among Daniel Simon, John Greene, James R. Christensen, and Robert D. Vannah, consisting of four (4) pages  | 12/18/201–<br>12/26/2017 |
| 5.      | Notice of Amended Attorneys Lien, filed and served in the case of <i>Edgeworth Family Trust and American Grating, LLC v. Lange Plumbing, LLC, The Viking Corp., et al.</i> , Case No. A738444-C   | 1/2/2018                 |
| 6.      | Deposition Transcript of Brian J. Edgeworth, in the case of <i>Edgeworth Family Trust and American Grating, LLC v. Lange Plumbing, LLC, The Viking Corp., et al.</i> , Case No. A738444-C   | 9/29/2017                |

**BIOGRAPHICAL SUMMARY/QUALIFICATIONS.**

Please see the attached curriculum vitae as Exhibit 1. Except as noted, I have no other publications within the past ten years.

**OTHER CASES.**

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

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

Report April 2016; Rebuttal Report June 2016

Deposition Testimony August 2016; Trial testimony October 2016

2. I was engaged and prepared a report in:

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



Report December 2016.

**COMPENSATION.**

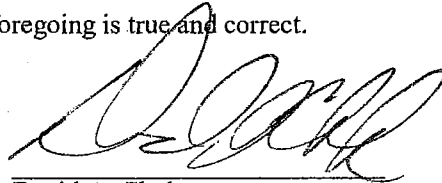
For this report, I charged an hourly rate is \$350.00.

**DECLARATION**

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

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

Date: January 18, 2018

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

David A. Clark



## **David A. Clark**

**Lipson | Neilson**

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

(702) 382-1512 – fax

(702) 561-8445 – cell

[dclark@lisonneilson.com](mailto:dclark@lisonneilson.com)

### **Biographical Summary**

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

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

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

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

### **Work Experience**

August 2015 - present

**Lipson | Neilson**

9900 Covington Cove Drive, Suite 120

Las Vegas, Nevada 89144-7052

*Partner*



|                                  |   |
|----------------------------------|---|
| November 2000 –<br>July, 2015    | <b>Office of Bar Counsel<br/>State Bar of Nevada</b>  |
| January 2011 -<br>July 2015      | Bar Counsel   |
| May 2007 -<br>December 2010      | Deputy Bar Counsel/<br>General Counsel to Board of Governors  |
| April 2010 -<br>September 2010   | Acting Director of Admissions   |
| January 2007 -<br>May 2007       | Acting Bar Counsel  |
| November 2000 -<br>December 2006 | Assistant Bar Counsel   |
| May 1997 –<br>October 2000       | <b>Stephenson &amp; Dickinson</b><br><i>Litigation Associate Attorney</i>                             |
| November 1996 -<br>May 1997      | <b>Earley &amp; Dickinson</b><br><i>Litigation Associate Attorney</i>                                 |
| April 1995 -<br>August 1996      | <b>Thorndal, Backus, Armstrong &amp; Balkenbush</b><br><i>Litigation Associate Attorney</i>           |
| May 1992 -<br>March 1995         | <b>Brown &amp; Brown</b><br><i>Associate Attorney</i>   |
| September 1990 -                 | <b>Gold, Marks, Ring &amp; Pepper</b> (California) March 1992<br><i>Litigation Associate Attorney</i> |
| <b>Education</b>                 |   |
| 1987 - 1990                      | Loyola of Los Angeles Law School<br><i>Juris Doctor</i>   |
| 1980 – 1985                      | Claremont McKenna College (CA) <i>B.S., Political Science</i>   |



### **Expert Retention and Testimony**

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

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

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

Report December 2016.

### **Reported Decisions**

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

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

### **Recent Continuing Legal Education Taught**

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



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

#### **Press Appearances**

|                                      |   |
|--------------------------------------|---|
| May 8, 2014<br>Channel 3 (Las Vegas) | Ralston Report. Ethics of attorneys owning<br>medical marijuana businesses. |
|--------------------------------------|---|

#### **Practice Areas**

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



# **EXHIBIT R**





1 RTRAN

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5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;  
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;  
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C

DEPT. X

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

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

22 APPEARANCES:

23 For the Plaintiff:

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

24 For the Defendant:

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

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER



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DANIEL SIMON

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1 January to April 2017, in including your time and your work on the bills  
2 that were sent to Mr. Edgeworth and that were disclosed in the  
3 litigation?

4 A Because it was my understanding this was Danny's friend I  
5 was just helping out. The bills weren't really bills. They were only  
6 supposed to be for calculation of damages. So, but then in April, we  
7 realized after -- I think it was Judge Bonaventure, on April 25th, denied  
8 our motion for summary judgment to put a moratorium on discovery.  
9 We've got to start taking depositions, we've got to start doing all this on  
10 written discovery and all that stuff.

11 So, at that time, I'm working on the case, I need to start billing my  
12 time so we can add it to the computation of damages.

13 Q When you started billing your time, did you bill all your  
14 work --

15 A No, sir.

16 Q -- and all your time?

17 A Oh, I'm sorry.

18 Q All your work and time, did you bill it?

19 A No, I did not.

20 Q Why not?

21 A Well, because again, this was Danny's friend. I billed the  
22 substantial things -- like the substantial documents, like the motions that  
23 I did, the depositions I attended, the court hearings I attended. Basically,  
24 I didn't bill any emails, I didn't bill any telephone calls. This was Danny's  
25 friend, and this was just us putting together bills for the calculation of



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

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

5 A No, sir. Not at that time.

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

8 A No.

9 Q Any assistants?

10 A No.

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

13 A Yes, sir, I was.

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

16 A Yes. It was huge.

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

19 THE COURT: Okay, which is?

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

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

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

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



1 BY MR. CHRISTIANSEN:

2 Q So, what went into your timesheets?

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

4 Q Correct.

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

16 Q Was that a time consuming process?

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

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

20 THE WITNESS: Yes, ma'am.

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

24 THE WITNESS: Yes, ma'am.

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



1 superbill?

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

4 THE COURT: Okay.

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

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

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

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

12 THE WITNESS: Yes, ma'am.

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

14 BY MR. CHRISTIANSEN:

15 Q Do the timesheets capture all the work?

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

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



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

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

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

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

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



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

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

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

10 A Yes, sir.

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

12 A Yes, sir.

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

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

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

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



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

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

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

12 A Yes, sir; I did.

13 Q What did you do --

14 A Some of it.

15 Q -- for Mr. Simon?

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

22 THE COURT: I would.

23 THE WITNESS: Okay.

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

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



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

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

14 MR. CHRISTENSEN: Okay.

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

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

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

20 THE WITNESS: Yes, ma'am.

21 THE COURT: Okay.

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

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



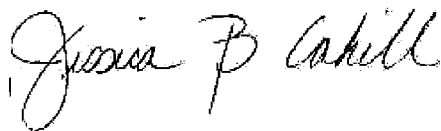
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MR. VANNAH: Thank you, Your Honor.

THE COURT: Thank you.

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

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



---

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



# **EXHIBIT S**



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

| DATE     | DESCRIPTION   | TIME |
|----------|---|------|
| 12.20.16 | Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc.'s Substitution of Counsel  | 0.30 |
| 1.4.17   | Review, Download & Save Joint Case Conference Report  | 0.30 |
| 1.6.17   | Email to DSS re Lange K inserts added to MSJ  | 0.15 |
| 1.9.17   | Review email from DSS re phone call to Pancoast   | 0.15 |
| 1.9.17   | Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s Demand for Prior Pleadings and Discovery                        | 0.30 |
| 1.10.17  | Review, Download & Save Plaintiffs Response to Defendants The Viking Corporation and Supply Network Inc.'s Demand for Prior Pleadings and Discovery | 0.30 |
| 1.11.17  | Review email from DSS re making small changes to MSJ  | 0.15 |
| 1.13.17  | Review, Download & Save Plaintiffs Motion for Summary Judgment  | 0.30 |
| 1.17.17  | Review email from DSS re preparing written discovery and depo notices   | 0.15 |
| 1.17.17  | Review email from DSS to Pancoast re moving MSJ hearing and Opp date  | 0.15 |
| 1.18.17  | Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiff's Motion for Summary Judgment           | 0.30 |
| 1.19.17  | Email chain with DSS re Viking's Opposition to MSJ  | 0.50 |
| 1.20.17  | Email chain with DSS re Stackiewicz case  | 0.15 |
| 1.20.17  | Review, Download & Save Notice of Video Deposition of Shelli Lange  | 0.30 |
| 1.20.17  | Review, Download & Save Subpoena for Shelli Lange   | 0.30 |
| 1.20.17  | Review, Download & Save Notice of Video Deposition Bernie Lange   | 0.30 |
| 1.20.17  | Review, Download & Save Subpoena for Bernie Lange   | 0.30 |
| 1.20.17  | Review, Download & Save Notice of Video Deposition of Tracey Garvey   | 0.30 |
| 1.20.17  | Review, Download & Save Subpoena for Tracy Garvey   | 0.30 |



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

|         |   |      |
|---------|---|------|
| 1.20.17 | Review, Download & Save Notice of Video Deposition of Dustin Hamer  | 0.30 |
| 1.20.17 | Review, Download & Save Subpoena for Dustin Hamer   | 0.30 |
| 1.20.17 | Review, Download & Save Notice of Video Deposition of Vince Diorio  | 0.30 |
| 1.20.17 | Review, Download & Save Subpoena for Vince Diorio   | 0.30 |
| 1.23.17 | Email to DSS re business court judge  | 0.15 |
| 1.23.17 | Email to DSS re draft notices and SDT for review  | 0.15 |
| 1.24.17 | Email chain with DSS re business court jurisdiction   | 0.15 |
| 1.24.17 | Email chain with DSS re breach of contract COAs   | 0.25 |
| 1.24.17 | Review, Download & Save Notice of Deposition of Custodian of Records for American Grating, LLC  | 0.30 |
| 1.24.17 | Review, Download & Save Notice of Deposition of Custodian of Records for Giberti Construction, LLC                                    | 0.30 |
| 1.25.17 | Review email chain with client and Janelle from DSS re objections to depositions of COR for American Grating and Giberti Construction | 0.15 |
| 1.26.17 | Email chain with DSS re Lange 30(b)(6) depo   | 0.25 |
| 1.26.17 | Review, Download & Save Subpoena for Vince Diorio   | 0.30 |
| 1.26.17 | Review, Download & Save Re-Notice of Video Deposition of Vince Diorio   | 0.30 |
| 1.26.17 | Review, Download & Save Re-Notice of Video Deposition of Dustin Hamer   | 0.30 |
| 1.26.17 | Review, Download & Save Subpoena for Dustin Hamer   | 0.30 |
| 1.26.17 | Review, Download & Save Subpoena Duces Tecum 30b6 Lange Plumbing LLC  | 0.30 |
| 1.26.17 | Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Defendant Lange Plumbing, LLC    | 0.30 |
| 1.27.17 | Review email from DSS re preparing Viking 30(b)(6) depo notice  | 0.15 |
| 1.30.17 | Review, Download & Save Subpoena Duces Tecum for American Grating, LLC  | 0.30 |



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

|         |   |      |
|---------|---|------|
| 1.30.17 | Review, Download & Save Plaintiffs NRCP 45 Objections to Defendant The Viking Corp Subpoena Duces Tecum Directed to the Custodian of Records for American Grating | 0.30 |
| 2.1.17  | Review, Download & Save SUBP Subpoena Duces Tecum for Giberti Construction, LLC   | 0.30 |
| 2.1.17  | Review, Download & Save Lange Plumbing's Response to The Viking Corp Demand for Prior Pleadings and Discovery   | 0.30 |
| 2.2.17  | Review, Download & Save Defendant Lange Plumbing's Opposition to Plaintiff Motion for Summary Judgment  | 0.30 |
| 2.2.17  | Review, Download & Save Subpoena for Bernie Lange   | 0.30 |
| 2.2.17  | Review, Download & Save Re-Notice of Video Deposition of Bernie Lange   | 0.30 |
| 2.2.17  | Review, Download & Save Subpoena for Shelli Lange   | 0.30 |
| 2.2.17  | Review, Download & Save Re-Notice of Video Deposition of Shelli Lange   | 0.30 |
| 2.2.17  | Review, Download & Save Subpoena for Dustin Hamer   | 0.30 |
| 2.6.17  | Review email from DSS re email client sent re trailer temperatures and link   | 0.50 |
| 2.6.17  | Email chain with DSS re Motion to Amend Complain  | 0.15 |
| 2.7.17  | Review email from DSS re Viking 30(b)(6) notice   | 0.15 |
| 2.9.17  | Review, Download & Save Correspondence  | 0.30 |
| 2.10.17 | Review, Download & Save Correspondence to Daniel Simon Esq.   | 0.30 |
| 2.10.17 | Email chain with DSS re response to Pancoast re Dustin Hamer  | 0.15 |
| 2.10.17 | Review email chain from DSS re correspondence from Sia about moving depos   | 0.15 |
| 2.10.17 | Review email from DSS to Sia re moving depos  | 0.15 |
| 2.10.17 | Review email chain with Sia, Pancoast and DSS re Lange employee Depo dates  | 0.15 |
| 2.12.17 | Email chain with DSS re re-noticing depos of Hamer and Diorio   | 0.25 |



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

|         |   |      |
|---------|---|------|
| 2.13.17 | Email chain with DSS re court's availability for MSJ hearing  | 0.15 |
| 2.13.17 | Review, Download & Save Plaintiffs Motion to Amend the Complaint on OST                               | 0.30 |
| 2.13.17 | Review, Download & Save Subpoena for Dustin Hamer   | 0.30 |
| 2.13.17 | Review, Download & Save Re-Notice of Video Deposition of Dustin Hamer                                 | 0.30 |
| 2.13.17 | Review, Download & Save Subpoena for Vince Diorio   | 0.30 |
| 2.13.17 | Review, Download & Save Re-Notice of Video Deposition of Vince Diorio                                 | 0.30 |
| 2.15.17 | Review, Download & Save Subpoena for Vince Diorio   | 0.30 |
| 2.15.17 | Review, Download & Save Notice of Video Deposition of Virginia Brooks Duces Tecum                     | 0.30 |
| 2.15.17 | Review, Download & Save Subpoena for Virginia Brooks  | 0.30 |
| 2.15.17 | Review, Download & Save Notice of Video Deposition of Jim Kreason Duces Tecum                         | 0.30 |
| 2.15.17 | Review, Download & Save Subpoena Duces Tecum for Jim Kreason  | 0.30 |
| 2.15.17 | Review, Download & Save Notice of Continuation Video Deposition of Vince Diorio                       | 0.30 |
| 2.15.17 | Review, Download & Save Notice of Video Deposition of Brandon Lange                                   | 0.30 |
| 2.15.17 | Review, Download & Save Subpoena for Brandon Lange  | 0.30 |
| 2.15.17 | Review, Download & Save Re-Notice of Video Deposition of Bernie Lange                                 | 0.30 |
| 2.15.17 | Review, Download & Save Subpoena for Bernie Lange   | 0.30 |
| 2.15.17 | Review, Download & Save Re-Notice of Video Deposition of Shelli Lange                                 | 0.30 |
| 2.15.17 | Review, Download & Save Subpoena for Shelli Lange   | 0.30 |
| 2.15.17 | Review, Download & Save Plaintiffs First Supplement to Early Case Conference Witness and Exhibit List | 0.30 |
| 2.15.17 | Review email and attachment from DSS re document needing to be supplemented                           | 0.25 |
| 2.15.17 | Review email from DSS re noticing depositions of Lange employees                                      | 0.15 |



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

|         |   |      |
|---------|---|------|
| 2.21.17 | Email chain with DSS re exhibits for Dustin Hamer depo  | 0.15 |
| 2.21.17 | Review Email and download deposition exhibits 1-8 from Oasis  | 0.25 |
| 2.21.17 | Review, Download & Save Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiff's Motion to Amend Complaint on Order Shortening     | 0.30 |
| 2.21.17 | Review, Download & Save Scheduling Order  | 0.30 |
| 2.22.17 | Review, Download & Save Defendant Lange Plumbing, LLC's Third Supplement to NRCP 16.1 Early Case Conference List of Witnesses and Documents | 0.30 |
| 2.23.17 | Review, Download & Save Subpoena for Virginia Brooks  | 0.30 |
| 2.23.17 | Review, Download & Save Re-Notice of Video Deposition of Virginia Brooks Duces Tecum  | 0.30 |
| 2.23.17 | Review, Download & Save Re-Notice of Video Deposition of Jim Kreason Duces Tecum  | 0.30 |
| 2.23.17 | Review, Download & Save Subpoena for Jim Kreason  | 0.30 |
| 2.23.17 | Review, Download & Save Re-Notice of Video Deposition of Shelli Lange   | 0.30 |
| 2.23.17 | Review, Download & Save Subpoena for Shelli Lange   | 0.30 |
| 2.23.17 | Review, Download & Save Notice of Vacating Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Defendant Lange Plumbing, LLC       | 0.30 |
| 2.23.17 | Review, Download & Save Notice of Vacating Video Deposition of Tracey Garvey  | 0.30 |
| 2.23.17 | Review, Download & Save Subpoena for Vince Diorio   | 0.30 |
| 2.23.17 | Review, Download & Save Re – Notice of Continuation Video Deposition of Vince Diorio  | 0.30 |
| 2.26.17 | Email to DSS re draft reply to motion to amend  | 0.15 |
| 2.27.17 | Email chain with DSS re COR Depos for Giberti and American Grating  | 0.15 |



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

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| 2.27.17 | Review Email and download deposition from Oasis Reporting (Diorio)   | 0.25 |
| 2.27.17 | Review Email and download deposition from Oasis Reporting (Hamer)  | 0.25 |
| 2.27.17 | Review, Download & Save Reply to Defendant Lange Plumbing, LLC 's Limited Opposition to Plaintiffs' Motion to Amend the Complaint on OST | 0.30 |
| 2.28.17 | Review, Download & Save Reply to all Defendants Opposition to Plaintiffs Motion for Summary Judgment                                     | 0.30 |
| 2.28.17 | Review email from DSS to Pancoast re documents for COR depositions of Giberti and American Grating                                       | 0.15 |
| 2.28.17 | Call with DSS  | 0.10 |
| 2.28.17 | Call with DSS  | 0.15 |
| 2.28.17 | Call with DSS  | 0.15 |
| 3.1.17  | Email to DSS re Pancoast coming to office to review documents  | 0.15 |
| 3.1.17  | Call with DSS  | 0.15 |
| 3.1.17  | Review, Download & Save Order Setting Civil Jury Trial   | 0.30 |
| 3.1.17  | Email to DSS re Edgeworth trial order  | 0.15 |
| 3.6.17  | Review, Download & Save Plaintiffs Second Supplement to Early Case Conference Witness and Exhibit List                                   | 0.30 |
| 3.7.17  | Review, Download & Save Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only  | 0.30 |
| 3.7.17  | Review, Download & Save Offer of Judgment to Lange Plumbing, LLC   | 0.30 |
| 3.7.17  | Review, Download & Save AOS  | 0.30 |
| 3.7.17  | Review, Download & Save Initial Appearance Fee Disclosure of American Grating  | 0.30 |
| 3.7.17  | Review, Download & Save Correspondence to Daniel Simon Esq.  | 0.30 |
| 3.7.17  | Review, Download & Save Second Amended Complaint   | 0.30 |
| 3.7.17  | Email to Pancoast and Sia re draft order to amend complaint and draft order for MSJ  | 0.15 |
| 3.7.17  | Email chain with Sia re calculation of damages and depo of Brandon Lange   | 0.15 |
| 3.10.17 | Email chain with Sia re signature pages for order to amend and Order on MSJ  | 0.25 |



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

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| 3.10.17 | Email chain with DSS re letter from Sia on withdrawing MSJ and her signature on proposed orders | 0.25 |
| 3.10.17 | Review, Download & Save Correspondence to Daniel Simon Esq.                                     | 0.30 |
| 3.13.17 | Review, Download & Save Notice of Vacating Continuation Video Deposition of Vince Dioro         | 0.30 |
| 3.13.17 | Review, Download & Save Re-Notice of Video Deposition of Brandon Lange                          | 0.30 |
| 3.13.17 | Review, Download & Save Subpoena for Brandon Lange  | 0.30 |
| 3.13.17 | Review, Download & Save Re-Notice of Video Deposition of Brandon Lange                          | 0.30 |
| 3.13.17 | Review, Download & Save Subpoena for Brandon Lange  | 0.30 |
| 3.15.17 | Review, Download & Save Correspondence to Daniel Simon, Esq.                                    | 0.30 |
| 3.15.17 | Review, Download & Save Defendant Lange Plumbing's 4 <sup>th</sup> Supplemental Disclosure      | 0.30 |
| 3.16.17 | Review, Download & Save Order Denying Plaintiffs Motion for Summary Judgment                    | 0.30 |
| 3.17.17 | Email chain with DSS re extension for Lange's response to OOJ                                   | 0.25 |
| 3.17.17 | Email chain with Sia re OOJ and extension of time to respond                                    | 0.15 |
| 3.20.17 | Review, Download & Save Notice of Entry of Order Denying Plaintiffs Motion for Summary Judgment | 0.30 |
| 3.20.17 | Review email from DSS to Sia re bate-stamping our exhibits in ECC Supplements                   | 0.15 |
| 3.21.17 | Email chain with Sia re bate-stamping ECC productions   | 0.15 |
| 3.21.17 | Email chain with DSS re documents attached to supplement and review of the Kinsale file         | 0.15 |
| 3.21.17 | Review, Download & Save Order Granting Plaintiffs Motion to Amend the Complaint                 | 0.30 |
| 3.21.17 | Review, Download & Save Requests for Production of Documents to Edgeworth Family Trust          | 0.30 |
| 3.21.17 | Review, Download & Save Interrogatories to Edgeworth Family Trust                               | 0.30 |



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

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| 3.21.17 | Review, Download & Save Plaintiffs Third Supplement to Early Case Conference Witness and Exhibit List  | 0.30 |
| 3.22.17 | Review, Download & Save Lange Plumbing's 5 <sup>th</sup> Supplemental Disclosures  | 0.30 |
| 3.22.17 | Review, Download & Save Notice of Entry of Order Granting Plaintiff's Motion to Amend the Complaint  | 0.30 |
| 3.22.17 | Review, Download & Save Lange's First Requests for Production of Documents to The Viking Corp.   | 0.30 |
| 3.22.17 | Review, Download & Save Lange's First Interrogatories to The Viking Corp.  | 0.30 |
| 3.23.17 | Review email and download deposition from Oasis Reporting (Bernie Lange)   | 0.25 |
| 3.24.17 | Review email from DSS to Sia re service of Amended Complaint on Lange  | 0.20 |
| 3.24.17 | Review, Download & Save Correspondence to Daniel Simon, Esq.   | 0.30 |
| 3.27.17 | Review, Download & Save Notice of Vacating Video Deposition of Virginia Brooks Duces Tecum Outside the State of Nevada   | 0.30 |
| 3.27.17 | Review, Download & Save Plaintiffs 4 <sup>th</sup> Supplement to Early Case Conference Witness and Exhibit List  | 0.30 |
| 3.29.17 | Review, Download & Save Stipulation and Order to Continue Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC Only  | 0.30 |
| 3.29.17 | Call with DSS  | 0.15 |
| 3.29.17 | Call with DSS  | 0.10 |
| 3.31.17 | Call with DSS  | 0.15 |
| 3.31.17 | Review, Download & Save Subpoena for PMK of The Viking Corporation   | 0.30 |
| 3.31.17 | Review, Download & Save Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Viking Corporation  | 0.30 |
| 4.4.17  | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Answer to Plaintiffs' Second Amended Complaint & Third Party Complaint Against Giberti Construction LLC | 0.30 |



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

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| 4.5.17  | Review, Download & Save Defendant / Third – Party Plaintiffs The Viking Corp and Supply Network, Inc.’s Initial Appearance Fee Disclosure [Third Party Complaint ] | 0.30 |
| 4.5.17  | Email chain with DSS re exhibits he needs for Kreason and Brandon Lange depo   | 0.15 |
| 4.6.17  | Review email from DSS re preparing 3 day notice of intent to default Lange   | 0.15 |
| 4.6.17  | Review, Download & Save Correspondence   | 0.30 |
| 4.6.17  | Review email from DSS to Sia re testing heads  | 0.15 |
| 4.7.17  | Review, Download & Save Plaintiffs 5 <sup>th</sup> Supplement to Early Case Conference Witness and Exhibit List  | 0.30 |
| 4.7.17  | Review, Download & Save Defendant Lange Plumbing, LLC’s Opposition to Plaintiff’s Motion for Summary Judgment  | 0.30 |
| 4.11.17 | Review, Download & Save Notice of Intent to Enter Default Against Lange Plumbing, LLC  | 0.30 |
| 4.11.17 | Review, Download & Save Notice of Deposition of Custodian of Records for Rimkus Consulting, Group , Inc.   | 0.30 |
| 4.12.17 | Review, Download & Save Defendant Lange Plumbing’s Answer to Plaintiff’s Second Amended Complaint and Cross Claim  | 0.30 |
| 4.13.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.’s Requests for production to Lange Plumbing, LLC                                       | 0.30 |
| 4.13.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.’s Requests for Admission to Lange Plumbing Inc.  | 0.30 |
| 4.13.17 | Review, Download & Save Defendants The Viking Corporation Supply Network, Inc.’s Requests for production to Plaintiffs   | 0.30 |
| 4.13.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.’s Requests for Admission to Plaintiffs   | 0.30 |
| 4.13.17 | Review, Download & Save Subpoena Duces Tecum of Designees of Viking Automatic Sprinkler Co.  | 0.30 |



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

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| 4.13.17 | Review, Download & Save Second Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Viking Corporation   | 0.30 |
| 4.13.17 | Review email chain from DSS requesting I re-notice depo of Viking 30(b)(6)   | 0.20 |
| 4.14.17 | Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Joinder with Additional Points and Authorities to Lange's Opposition to Plaintiff's Second Motion for Summary Judgment | 0.30 |
| 4.17.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Interrogatories to Plaintiffs   | 0.30 |
| 4.17.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Interrogatories to Lange Plumbing, LLC   | 0.30 |
| 4.18.17 | Review, Download & Save Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing Only   | 0.30 |
| 4.18.17 | Review email from DSS to Sia re Kreason no show at depo  | 0.15 |
| 4.18.17 | Review email from DSS re dropping off cc to Judge of Motion to compel Kreason  | 0.15 |
| 4.18.17 | Review email and download deposition from Oasis Reporting (Brandon Lange and Non-Appearance of Kreason)  | 0.25 |
| 4.18.17 | Review email and respond to email from Bill LaBorde with Oasis re rough transcript   | 0.15 |
| 4.20.17 | Review email from Sia re testing of heads  | 0.20 |
| 4.21.17 | Review email from DSS to Sia and Janet re testing protocol in writing  | 0.15 |
| 4.23.17 | Review email from DSS requesting I do research on the contract prior to the MSJ hearing  | 0.15 |
| 4.24.17 | Review email from DSS requesting I pull 3 <sup>rd</sup> party complaint Lange filed against Viking   | 0.15 |
| 4.24.17 | Review, Download & Save Plaintiff Edgeworth Family Trust's Responses to Defendant's Interrogatories  | 0.30 |
| 4.24.17 | Review, Download & Save Plaintiff Edgeworth Family Trust's Responses to Defendant's Request for production   | 0.30 |



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

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| 4.25.17 | Review email from DSS requesting I email 3 <sup>rd</sup> party complaint Lange filed against Viking  | 0.15 |
| 4.26.17 | Review, Download & Save Notice of The Continued Deposition of Vincent Diorio   | 0.30 |
| 4.27.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Responses to Defendant Lange Plumbing, LLC's Request for Production of Documents | 0.30 |
| 4.27.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Answers to Defendant Lange Plumbing LLC's Interrogatories                        | 0.30 |
| 4.27.17 | Review, Download & Save The Viking Corp and Supply Network, Inc.'s Objection to Subpoena   | 0.30 |
| 4.27.17 | Review, Download & Save Correspondence   | 0.30 |
| 4.27.17 | Review, Download & Save Plaintiffs 1 <sup>st</sup> Set of Interrogatories to Defendants The Viking Corporation   | 0.30 |
| 4.27.17 | Review, Download & Save Plaintiffs' 1 <sup>st</sup> Set of Request for Admission to Defendants The Viking Corporation  | 0.30 |
| 4.27.17 | Review email from DSS requesting draft notice of depo and SDT for Dan Cadden   | 0.15 |
| 4.27.17 | Review email from DSS re what motions we need to file in Edgeworth and begin drafting  | 0.20 |
| 4.27.17 | Email chain with DSS and JW re written discovery for Viking  | 0.15 |
| 4.27.17 | Review email from DSS re pulling invoices from Viking to Lange showing heads purchased   | 0.15 |
| 4.27.17 | Email chain between DSS, client and AF re drafting Viking SupplyNet notice   | 0.15 |
| 4.27.17 | Review email from DSS re forward from client   | 0.40 |
| 4.28.17 | Email chain with DSS re American Grating ECC and EFT Supp  | 0.15 |
| 4.28.17 | Review email from DSS to Sia re lack of written protocol for testing   | 0.15 |
| 5.1.17  | Review email and attachment from DSS re Viking's 2 <sup>nd</sup> Supp  | 0.50 |



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

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| 5.1.17 | Review, Download & Save Plaintiffs' Motion for an Order to Show Cause and Compel James Kreason to Appear for Deposition   | 0.30 |
| 5.1.17 | Review, Download & Save The Viking Corp and Supply Network, Inc.'s Request to Observe all Inspections and / or Testing Performed by any Party   | 0.30 |
| 5.1.17 | Review, Download & Save SDT for Dan Cadden  | 0.30 |
| 5.1.17 | Review, Download & Save Notice of Video Deposition of Dan Cadden  | 0.30 |
| 5.1.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Second Supplemental Disclosures Pursuant to NRCP 16(a)(1)   | 0.30 |
| 5.2.17 | Review, Download & Save Defendant The Viking Corp and Supply Network, Inc 3 <sup>rd</sup> Supplemental Disclosure Pursuant to NRCP 16 (a)(1)  | 0.30 |
| 5.2.17 | Email chain with DSS requesting Viking 30(b)(6) notice, 3 <sup>rd</sup> party complaint and amended complaint emailed and printed   | 0.20 |
| 5.3.17 | Review email and attachment from client re ISTA Temperature Report  | 0.15 |
| 5.3.17 | Email chain with attachments from DSS forwarded from Hastings and Viking supply invoices and print for DSS  | 0.25 |
| 5.4.17 | Review, Download & Save Plaintiffs' Motion to Compel the Deposition to Defendant Lange Plumbing, LLC 's 30b6 Designee and for Sanctions   | 0.30 |
| 5.4.17 | Review, Download & Save SDT   | 0.30 |
| 5.4.17 | Review, Download & Save Plaintiff American Grating, LLC's Early Case Conference Witness and Exhibit List  | 0.30 |
| 5.5.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC 's 6 <sup>th</sup> Supplement to Early Case Conference Witness and Exhibit List ( Doc provided by CD ) | 0.30 |
| 5.5.17 | Email to Pancoast and Sia re hearing dates  | 0.15 |



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

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| 5.5.17 | Email chain with Sia re names of other Lange employees who were at Edgeworth home   | 0.25 |
| 5.5.17 | Email chain with DSS and Janelle re June 7 <sup>th</sup> hearing  | 0.15 |
| 5.5.17 | Review email and attachment from DSS to Bullock re 3 <sup>rd</sup> party complaint  | 0.20 |
| 5.5.17 | Review email and attachments from DSS that were forwarded from client re gate entries   | 0.25 |
| 5.8.17 | Review email from Sia re draft order for denial of MSJ  | 0.15 |
| 5.8.17 | Email to Sia and Pancoast re draft SAO to continue hearing and motion to compel Kreason   | 0.15 |
| 5.8.17 | Review, Download & Save SDT of Supply Network Inc. dba Viking Supplynet   | 0.30 |
| 5.8.17 | Review, Download & Save -Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Supply Network, Inc. dba Viking Supplynet | 0.30 |
| 5.8.17 | Review, Download & Save Summons with Affidavit of Service – Giberti   | 0.30 |
| 5.8.17 | Review, Download & Save Plaintiffs 1 <sup>st</sup> Set of Request for Production to Defendant Lange Plumbing LLC                                | 0.30 |
| 5.8.17 | Review, Download & Save Plaintiffs 1st set of Request for Admission to Defendant Lange Plumbing, LLC  | 0.30 |
| 5.8.17 | Review, Download & Save Plaintiffs 1 <sup>st</sup> Set of Interrogatories to Defendants Lange Plumbing, LLC                                     | 0.30 |
| 5.8.17 | Review, Download & Save Plaintiff Edgeworth Family Trust's Responses to Defendant's Request for Admissions                                      | 0.30 |
| 5.8.17 | Review, Download & Save Plaintiff Edgeworth Family Trust's Answers to Defendant's Interrogatories   | 0.30 |
| 5.8.17 | Review, Download & Save SPlaintiff Edgeworth Family Trust's Responses to Defendant's Request for Production                                     | 0.30 |
| 5.8.17 | Review, Download & Save ROC for Lange Plumbing's Motion to Compel   | 0.30 |
| 5.9.17 | Review email from DSS re reference to Edgeworth house   | 0.15 |



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

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| 5.10.17         | Review, Download & Save Notice of Deposition of PMK for State Insulation, LLC  | 0.30 |
| 5.11.17         | Review, Download & Save Notice Vacating Deposition of Custodian of Records for Rimkus Consulting Group, Inc.   | 0.30 |
| 5.11.17         | Email chain with DSS re Mason depo scheduling  | 0.15 |
| 5.11.17         | Email chain with DSS re weather expert   | 0.15 |
| 5.11.17         | Email to Sia re missing pages from Lange's Motion to Compel release of sprinklers  | 0.15 |
| 5.11.17         | Email chain with Janet re Edgeworth home inspection and discussion with DSS  | 0.25 |
| 5.12.17         | Email to Janet re proposed stipulated protective order   | 0.15 |
| 5.12.17         | Email to Olivas with additional documents for his review   | 0.15 |
| 5.15.17         | Email chain with DSS re Opp to Lange's motion to compel sprinkler heads  | 0.15 |
| 5.15.17         | Review, Download & Save Defendant /Third Party Plaintiffs The Viking Corp and Supply Network, Inc.'s Requests for Inspection   | 0.30 |
| 5.15.17         | Review, Download & Save Plaintiffs' Opposition to Defendant Lange Plumbing, LLC's Motion to Compel Plaintiffs to Release Sprinkler Heads for Testing by Lange Plumbing, LLC on OST | 0.30 |
| 5.17.17         | Review, Download & Save Correspondence to Discovery Commissioner Bulla   | 0.30 |
| 5.17.17         | Review, Download & Save Defendant The Viking Corp and Supply Network, Inc's 4 <sup>th</sup> Supplemental Disclosures Pursuant to NRCP 16(a)(1)                                     | 0.30 |
| 5.17.17&5.18.17 | Email chain with DSS, Sia and AF re extension of Lange's Opp to MSJ  | 0.25 |
| 5.18.17         | Email chain with Sia re SAO regarding briefing schedule  | 0.25 |
| 5.19.17         | Review, Download & Save Defendants / Third Party Plaintiffs The Viking Corporation and Supply Network, Inc.'s Notice of Inspection   | 0.30 |
| 5.19.17         | Review email from Tashia Garry re Viking notice of inspection  | 0.15 |



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

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| 5.19.17 | Review email and download deposition from Oasis Reporting (Martorano)  | 0.25 |
| 5.19.17 | Review email from DSS to Sia and Pancoast re testing on June 22 <sup>nd</sup>  | 0.15 |
| 5.22.17 | Review email from DSS re returning Amanda Kern call from City of Henderson   | 0.15 |
| 5.22.17 | Email chain with DSS re changes to DCRR  | 0.15 |
| 5.23.17 | Email chain with Sia re proposed DCRR from May hearing   | 0.25 |
| 5.23.17 | Review, Download & Save Subpoena for Erik C. Johnson   | 0.30 |
| 5.23.17 | Review, Download & Save Notice of Deposition of Erik C. Johnson  | 0.30 |
| 5.24.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Answer to Lange Plumbing, LLC's Amended Cross – Claim and Amended Counter- Claim | 0.30 |
| 5.24.17 | Email to client re Rimkus Consulting documents   | 0.15 |
| 5.24.17 | Email to Hastings with additional documents for his review   | 0.15 |
| 5.24.17 | Review email from client re Rimkus documents and response  | 0.25 |
| 5.24.17 | Review email from DSS re professors for weather expert   | 0.15 |
| 5.25.17 | Review email from Sia requesting Plaintiff's motion to compel Lange 30(b)(6) depo  | 0.20 |
| 5.25.17 | Review, Download & Save Defendant the Viking Corp and Supply Network. Inc's Answers to Plaintiff's Request for Admissions                                      | 0.30 |
| 5.26.17 | Email chain with DSS re Sia's email to withdraw MSJ; and subsequent review of DSS response to Sia  | 0.15 |
| 5.29.17 | Review email chain between DSS and Pancoast re extension on Viking rog responses   | 0.15 |
| 5.30.17 | Email chain with DSS re start time of 6/22/17 testing; subsequent email chain with Sia re timing   | 0.25 |
| 5.30.17 | Email chain with Sia and Pancoast re start time of destructive testing   | 0.15 |



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

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| 5.30.17 | Email chain with Pancoast and Sia re names of people attending inspection at Edgeworth residence   | 0.15 |
| 5.30.17 | Email chain re retaining Don Koch as expert and retainer agreement   | 0.25 |
| 5.30.17 | Email chain with DSS re weather expert mike Schwob   | 0.15 |
| 5.30.17 | Review email from DSS re preparation of expert designation   | 0.15 |
| 5.30.17 | Email chain with DSS re Stipulated Protective Order  | 0.25 |
| 5.31.17 | Email chain with DSS re draft of Reply to limited Opp to Motion to Compel Kreason  | 0.15 |
| 5.31.17 | Review email chain from DSS to Pancoast re State Insulation depo   | 0.15 |
| 5.31.17 | Review, Download & Save Proof of Service   | 0.30 |
| 5.31.17 | Review, Download & Save Notice of Vacating Deposition of PMK of State Insulation, LLC  | 0.30 |
| 6.1.17  | Review email from DSS re book (Real Estate Damages) to be ordered  | 0.15 |
| 6.1.17  | Review email from DSS to Pancoast re inspection of Viking SupplyNet warehouse  | 0.15 |
| 6.1.17  | Email chain with Sia, Pancoast re changes to the protective order  | 0.75 |
| 6.1.17  | Review email from Sia re Lange's Opp to Plaintiff's Motion to Compel   | 0.15 |
| 6.1.17  | Review, Download & Save Defendant Lange Plumbing, LLC's Opposition to Plaintiff's Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions and Countermotion for Sanctions | 0.30 |
| 6.1.17  | Review, Download & Save SDT -- of Supply Network, Inc. dba Viking Supplynet  | 0.30 |
| 6.1.17  | Review, Download & Save Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Supply Network, Inc. dba Viking Supplynet (Date Change Only )   | 0.30 |
| 6.1.17  | Review, Download & Save Supply Network, Inc.'s Objection to Subpoena   | 0.30 |



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

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| 6.2.17 | Review, Download & Save Defendant Lange Plumbing, LLC 's Limited, LLC's Limited Opposition to Plaintiffs' Motion for an Order to Show Cause and Compel James Kreason to Appear for Deposition | 0.30 |
| 6.2.17 | Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s Answers to Plaintiffs Interrogatories  | 0.30 |
| 6.2.17 | Review, Download & Save Lange's Responses to Viking's Requests for Production   | 0.30 |
| 6.2.17 | Review, Download & Save Lange's Responses to Viking's Requests for Admission  | 0.30 |
| 6.2.17 | Review, Download & Save Lange's Plumbing's Answers to Viking's Interrogatories  | 0.30 |
| 6.2.17 | Review and respond to email from Jason Reeve re Don Koch agreement  | 0.25 |
| 6.2.17 | Review email from client re preparing for Viking inspection   | 0.15 |
| 6.2.17 | Email chain with DSS re producing prior pleadings to Nunez  | 0.15 |
| 6.2.17 | Call with Client  | 0.15 |
| 6.2.17 | Call with Client  | 0.15 |
| 6.2.17 | Call with Pancoast  | 0.15 |
| 6.2.17 | Call with Client  | 0.10 |
| 6.2.17 | Call with DSS   | 0.15 |
| 6.5.17 | Email chain with DSS re Reply to Compel Lange 30(b)(6)  | 0.15 |
| 6.5.17 | Email chain with DSS and Pancoast re inspection email sent to Pancoast and follow up  | 0.25 |
| 6.5.17 | Email chain with Pancoast re Inspection of Viking Supplynet   | 0.15 |
| 6.5.17 | Review, Download & Save to Defendant Lange's Opposition to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions                     | 0.30 |
| 6.6.17 | Review and respond to email from Sia re Dan Cadden Depo   | 0.15 |
| 6.6.17 | Review, Download & Save CERT of Mailing of Notice of Hearing for Motion to Compel Kreason   | 0.30 |



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

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| 6.6.17 | Review, Download & Save Notice of Hearing for Motion to Compel Kreason   | 0.30 |
| 6.6.17 | Review, Download & Save CERT of Mailing of Notice of Hearing for Motion to Compel Lange Plumbing 30b6                                    | 0.30 |
| 6.6.17 | Review, Download & Save Notice of Hearing for Motion to Compel Lange Plumbing 30b6   | 0.30 |
| 6.6.17 | Review, Download & Save Plaintiff's Notice of Entry Upon Land/Site Inspection  | 0.30 |
| 6.6.17 | Email chain with Janet, Sia, Nunez re Johnson depo dates   | 0.15 |
| 6.6.17 | Review email from client re deposition questions client would like asked   | 0.50 |
| 6.6.17 | Review email and attachment from client re Viking's inconsistent labeling  | 0.25 |
| 6.6.17 | Review email and attachment from client re Viking box with production date on it   | 0.15 |
| 6.6.17 | Email chain with client and Doug Purvis re meeting with Koch   | 0.15 |
| 6.6.17 | Review email and link from DSS re UPS petition and notice of 30(b)(6)  | 0.40 |
| 6.7.17 | Review, Download & Save DCRR   | 0.30 |
| 6.7.17 | Review email from DSS re Johnson depo exhibits and response  | 0.15 |
| 6.8.17 | Email chain with DSS re COR Depo of City of Henderson  | 0.15 |
| 6.8.17 | Review email from client re skylights in the Supplynet building  | 0.15 |
| 6.8.17 | Review email from client re other residences that took a long time from rough to final and then research of houses to get square footage | 1.50 |
| 6.8.17 | Review email and attachment from client re client's summary of Viking's false testimony based off of depo from Martorano                 | 2.0  |
| 6.9.17 | Review, Download & Save Subpoena Duces Tecum Lange Plumbing, LLC   | 0.30 |
| 6.9.17 | Review, Download & Save Notice of Second Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Lange Plumbing, LLC          | 0.30 |



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

|         |   |      |
|---------|---|------|
| 6.9.17  | Review, Download & Save Subpoena Duces Tecum of Custodian of Records for City of Henderson, Building Department   | 0.30 |
| 6.9.17  | Review, Download & Save Notice of Taking the Deposition of Custodian of Records for the City of Henderson Building Department   | 0.30 |
| 6.9.17  | Review, Download & Save Subpoena for Kyle Mao   | 0.30 |
| 6.9.17  | Review, Download & Save Notice of Video Deposition of Kyle Mao  | 0.30 |
| 6.9.17  | Review, Download & Save Subpoena for Erik C. Johnson  | 0.30 |
| 6.9.17  | Review, Download & Save Amended Notice of Video Deposition of Erik C. Johnson (Date Change Only )   | 0.30 |
| 6.9.17  | Email chain with DSS re name of Viking SupplyNet worker   | 0.15 |
| 6.12.17 | Review email from DSS to client re direct sunlight on sprinklers  | 0.15 |
| 6.12.17 | Email to Pancoast re confirmation of Diorio depo  | 0.15 |
| 6.12.17 | Review email from client requesting Vince Diorio depo and response  | 0.15 |
| 6.12.17 | Email chain with client and DSS re direct sunlight in the house   | 0.25 |
| 6.12.17 | Review, Download & Save Third Party Defendant Giberti Construction LLC's Demand for Jury Trial  | 0.30 |
| 6.12.17 | Review, Download & Save Defendant Giberti Construction LLC's Initial Appearance Fee Disclosure  | 0.30 |
| 6.12.17 | Review, Download & Save Third – Party Defendant Giberti Construction LLC's Answer to Defendant/Third – Party Plaintiffs' Third Party Complaint; Counterclaim Against Viking Corp and Supply Network, Inc. dba Viking Supplynet; and Cross – Complaint Against Lange Plumbing, LLC | 0.30 |
| 6.12.17 | Review, Download & Save Lange Plumbing's Responses to Plaintiff's Requests for Admissions   | 0.30 |



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

|         |  |      |
|---------|--|------|
| 6.12.17 | Review, Download & Save Lange Plumbing's Responses to Plaintiff's Requests for Production  | 0.30 |
| 6.12.17 | Review, Download & Save Lange Plumbing's Answers to Plaintiff's First Set of Interrogatories   | 0.30 |
| 6.12.17 | Review, Download & Save Plaintiffs' Amended Notice Entry Upon Land/Site Inspection (Time Change Only )   | 0.30 |
| 6.13.17 | Email chain with Hastings re depositions taken in the case and response  | 0.25 |
| 6.13.17 | Email chain with Sia and Pancoast re Diorio deposition   | 0.15 |
| 6.13.17 | Review email and attachments from client re non visible possible defects   | 0.50 |
| 6.13.17 | Email chain with DSS and Hastings re documents   | 0.15 |
| 6.14.17 | Review, Download & Save Third Party Defendant Giberti Construction, LLC's Request for Prior Pleadings, Discovery, Records and Deposition Transcripts | 0.30 |
| 6.14.17 | Review, Download & Save Lange Plumbing's 6 <sup>th</sup> Supplemental Disclosure   | 0.30 |
| 6.14.17 | Review, Download & Save Amended Notice of Taking the Deposition of Vincent Diorio [TimeOnly]   | 0.30 |
| 6.14.17 | Email to client re continuation of Diorio depo   | 0.15 |
| 6.14.17 | Review email from Sia re 6.7.17 DCRR   | 0.15 |
| 6.15.17 | Review email from Sia re Lange's 6 <sup>th</sup> ECC Disclosure  | 0.15 |
| 6.15.17 | Email chain with Pancoast and Sia re changes to the Protective Order   | 0.50 |
| 6.15.17 | Review email from DSS to Pancoast re document production   | 0.15 |
| 6.15.17 | Review email from DSS to Hastings re written protocol for testing  | 0.15 |
| 6.15.17 | Email to Pancoast and Sia re draft DCRR from 6.7.17 hearing  | 0.15 |
| 6.16.17 | Review email from Nicole Garcia re Ure signature pages ready for pick up   | 0.15 |
| 6.16.17 | Email to Sia re signature page for 6.7.17 DCRR   | 0.15 |
| 6.16.17 | Review email from Zamiski re testing protocol signature page   | 0.15 |



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

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| 6.16.17 | Email chain with DSS re Zamiski's signature page for written protocol for testing                    | 0.15 |
| 6.16.17 | Review email from DSS re locating document for client  | 0.15 |
| 6.16.17 | Email chain with DSS re Giberti's Stip and Order to Extend Discovery                                 | 0.15 |
| 6.16.17 | Review email from DSS to Nunez and Ure re Stip and Order to extend discovery                         | 0.15 |
| 6.17.17 | Call with DSS  | 0.10 |
| 6.19.17 | Email chain with DSS re demand for prior pleadings by Giberti  | 0.15 |
| 6.19.17 | Review email chain between DSS, Pancoast, Sia and Nunez re Kreason motion to compel and Kreason depo | 0.20 |
| 6.19.17 | Review email and download deposition from Oasis Reporting (Cadden)                                   | 0.25 |
| 6.19.17 | Email chain with Pancoast re signature page for 6.7.17 DCRR  | 0.15 |
| 6.19.17 | Email chain with Don Koch re his visit to the residence and his opinions                             | 0.25 |
| 6.20.17 | Email chain with Sia re protocol for destructive testing   | 0.15 |
| 6.20.17 | Call with DSS  | 0.15 |
| 6.20.17 | Email to Bill LaBorder requesting a complete set of depo exhibits                                    | 0.15 |
| 6.20.17 | Email to Sia re who will be attending destructive testing  | 0.15 |
| 6.20.17 | Review email and attachment from client re Vince Diorio depo   | 0.50 |
| 6.20.17 | Email to Zamiksi re signature for testing protocol   | 0.15 |
| 6.20.17 | Email chain with client re destructive testing protocol and response                                 | 0.75 |
| 6.20.17 | Email to Don Koch with additional documents for his review   | 0.15 |
| 6.20.17 | Email chain with DSS re phone call with Don Koch   | 0.15 |
| 6.20.17 | Email chain with DSS and Janelle re hearing date for Kreason motion to compel                        | 0.15 |
| 6.20.17 | Email chain between DSS, Pancoast, Sia and Nunez re deposition scheduling of Diorio                  | 0.15 |
| 6.20.17 | Email chain with DSS re list of exhibits from depositions with attachment                            | 0.15 |



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

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| 6.20.17 | Review, Download & Save Lange's 7 <sup>th</sup> Supplemental Disclosures   | 0.30 |
| 6.20.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s 5 <sup>th</sup> Supplemental Disclosures Pursuant to NRCP 16(b)(1)                                 | 0.30 |
| 6.20.17 | Review, Download & Save Plaintiffs Response to Third Party Defendant Giberti Construction LLC's Request for Prior Pleadings, Discovery, Records and Deposition Transcripts       | 0.30 |
| 6.20.17 | Review, Download & Save Correspondence to DC Bulla regarding the June 21, 2017 Hearing   | 0.30 |
| 6.20.17 | Review, Download & Save Subpoena Duces Tecum for Jim Kreason   | 0.30 |
| 6.20.17 | Review, Download & Save Re- Notice of Video Deposition of Jim Kreason Duces Tecum  | 0.30 |
| 6.22.17 | Review, Download & Save SDT of Supply Network, Inc., dba Viking Supplynet  | 0.30 |
| 6.22.17 | Review, Download & Save Second Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30ba of Designees of Supply Network, Inc., dba Viking Supplynet Date Change Only) | 0.30 |
| 6.22.17 | Email to Zamiski and Hatsing re locations of sprinklers from Edgeworth house that will be used during destructive testing  | 0.15 |
| 6.22.17 | Email to Zamiski with additional documents for his review  | 0.15 |
| 6.22.17 | Call with DSS  | 0.10 |
| 6.22.17 | Call with DSS  | 0.10 |
| 6.22.17 | Call with DSS  | 0.15 |
| 6.23.17 | Call with DSS  | 0.10 |
| 6.23.17 | Call with DSS  | 0.25 |
| 6.23.17 | Email to Hastings with additional documents for his review   | 0.15 |
| 6.23.17 | Review email and attachments from client re nest energy history  | 0.25 |
| 6.23.17 | Email chain with DSS and client re downloading and sending screenshots of nest energy history  | 0.15 |



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

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|---------|---|------|
| 6.26.17 | Email chain with DSS re documents for Kreason depo (specifically Rimkus documents)  | 0.20 |
| 6.26.17 | Review, Download & Save Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an OST  | 0.30 |
| 6.27.17 | Review, Download & Save The Viking Corp and Supply Network, Inc.'s Joinder to Giberti Construction, LLC 's Motion to Continue Discovery Deadlines                           | 0.30 |
| 6.27.17 | Email chain with Pancoast, Sia and Nunez re scheduling of Supplynet PMK Depo  | 0.25 |
| 6.28.17 | Email chain with DSS re vacating Kreason Motion to compel   | 0.20 |
| 6.28.17 | Email chain with DSS re Kyle Mao depo (my thoughts, exhibits pulled)  | 1.0  |
| 6.28.17 | Review, Download & Save SDT of Supply Network, Inc. dba Viking Supplynet  | 0.30 |
| 6.28.17 | Review, Download & Save Third Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Supply Network, Inc, Viking Supplynet (Date Change Only) | 0.30 |
| 6.28.17 | Call with DSS   | 0.10 |
| 6.29.17 | Review, Download & Save Notice of Change of Address   | 0.30 |
| 6.29.17 | Review, Download & Save DCRR  | 0.30 |
| 6.29.17 | Review, Download & Save Stipulated protective Order   | 0.30 |
| 6.29.17 | Email to Amanda Kern with City of Henderson and attachment re Dan Cadden depo   | 0.25 |
| 6.30.17 | Review email from DSS to Pancoast re missing Viking documents   | 0.20 |
| 6.30.17 | Review, Download & Save SDT – for Robert Carnahan, P.E.   | 0.30 |
| 6.30.17 | Review, Download & Save Notice of Taking Deposition of Robert Carnahan, P.E. Duces Tecum  | 0.30 |
| 6.30.17 | Review, Download & Save Subpoena for Raul De La Rosa  | 0.30 |
| 6.30.17 | Review, Download & Save Notice of Video Deposition of Raul De La Rosa   | 0.30 |



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

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|---------|---|------|
| 6.30.17 | Review, Download & Save Subpoena – James Cameron  | 0.30 |
| 6.30.17 | Review, Download & Save Notice of Video Deposition of James Cameron   | 0.30 |
| 7.3.17  | Review email and attachment from client re HVAC shut down at Edgeworth residence  | 0.25 |
| 7.5.17  | Review, Download & Save Defendant/Cross Claimant Lange Plumbing, LLC's Response to Third Party Defendant Giberti Construction, LLC's Demand for All Prior Pleadings and Discovery | 0.30 |
| 7.6.17  | Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s 6 <sup>th</sup> Supplemental Disclosures Pursuant to NRCP 16 (a)(1)                                  | 0.30 |
| 7.6.17  | Email chain with Jessica Rogers re Viking disclosure  | 0.20 |
| 7.6.17  | Email to Sia re Lange's expert's raw data   | 0.15 |
| 7.6.17  | Email chain with DSS re Lange expert raw data from testing  | 0.25 |
| 7.6.17  | Email chain with DSS re sending documents to Hastings   | 0.15 |
| 7.6.17  | Email chain with DSS re moving Carnahan depo  | 0.15 |
| 7.7.17  | Call with DSS   | 0.10 |
| 7.7.17  | Call with DSS   | 0.25 |
| 7.7.17  | Email to Sia, Pancoast and Nunez re depo of the COR of Henderson  | 0.15 |
| 7.10.17 | Review, Download & Save Correspondence to Commissioner Bulla  | 0.30 |
| 7.10.17 | Email chain with Sia re objection to Giberti motion to continue trial   | 0.15 |
| 7.10.17 | Email to Hastings with additional documents for his review  | 0.15 |
| 7.10.17 | Email to Zamiski with additional documents for his review   | 0.15 |
| 7.10.17 | Email chain with client re Viking's production of documents and effect of the protective order  | 0.25 |
| 7.10.17 | Email chain with DSS re documents Zamiski requested   | 0.15 |
| 7.10.17 | Email chain with DSS re documents Viking produced and what experts need   | 0.20 |



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|---------|---|------|
| 7.10.17 | Email and attachment to DSS with important Viking emails from recent production   | 0.25 |
| 7.10.17 | Email chain with DSS re Johnson depo exhibits   | 0.20 |
| 7.10.17 | Email chain with DSS with attachments re ACORE report and invoice   | 0.25 |
| 7.10.17 | Email chain with DSS re Opposition  | 0.15 |
| 7.10.17 | Email chain with DSS re Opp to Motion to extend discovery deadlines   | 0.25 |
| 7.11.17 | Review, Download & Save Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an OST                            | 0.30 |
| 7.11.17 | Review, Download & Save Supplement to Plaintiffs' Motion to Compel the Deposition Defendant Lange Plumbing, LLC 's 30(b)(6) Designees and for Sanctions           | 0.30 |
| 7.11.17 | Review, Download & Save Defendant / Cross Claimant / Cross Defendant Lange Plumbing, LLC's Answer to The Viking Corp and Supply Network's Amended Cross Claim     | 0.30 |
| 7.11.17 | Review, Download & Save Defendant / Cross Claimant / Cross Defendant Lange Plumbing, LLC 's Answer to Giberti Construction, LLC's Cross Claim                     | 0.30 |
| 7.11.17 | Review, Download & Save SDT for Robert Carnahan, P.E.   | 0.30 |
| 7.11.17 | Review, Download & Save Amended Notice of Video Deposition of Robert Carnahan, P.E. Duces Tecum   | 0.30 |
| 7.11.17 | Review email and attachment from Jessica Rogers re correspondence from Pancoast to DC Bulla   | 0.25 |
| 7.11.17 | Email to Hastings with additional documents for his review  | 0.15 |
| 7.11.17 | Review email and attachment from DSS re Olivas CV   | 0.15 |
| 7.12.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's 7 <sup>th</sup> Supplement to Early Case Conference Witness and Exhibit List | 0.30 |



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

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|---------|---|------|
| 7.12.17 | Email chain with DSS re revised supplemental JCCR   | 0.25 |
| 7.12.17 | Review email from DSS to Nicole Garcia re DCRR re motion to extend discovery  | 0.15 |
| 7.12.17 | Email chain with DSS and Zamiski re sprinklers being sent to Vollmer Grey   | 0.50 |
| 7.12.17 | Review email from Nicole Garcia re Ure signature pages ready for pick up  | 0.15 |
| 7.12.17 | Email to Victoria Boyd (Court reporter) for hearing transcript  | 0.15 |
| 7.13.17 | Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s Answer too Giberti Construction, LLC's Counterclaim                                | 0.30 |
| 7.13.17 | Email chain with Sia re picking up sprinkler heads from Converse Consulting   | 0.50 |
| 7.13.17 | Email chain with DSS re Rimkus subpoena for documents   | 0.15 |
| 7.13.17 | Review email from DSS re objection to confidentiality of Viking documents and response  | 0.15 |
| 7.14.17 | Review email from DSS re Zamiski preparing chain of custody documents and response  | 0.15 |
| 7.14.17 | Email chain with DSS re 2 <sup>nd</sup> Supplement to Lange Motion for sanctions  | 0.25 |
| 7.14.17 | Review email from DSS re letter to Sia to be drafted re sanctions   | 0.75 |
| 7.14.17 | Email chain with Zamiski re chain of custody documents for sprinkler  | 0.15 |
| 7.14.17 | Review, Download & Save Giberti Construction, LLC's Mtn. to Extend Discovery Deadlines on OST   | 0.30 |
| 7.14.17 | Review, Download & Save Second Supplement to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions | 0.30 |
| 7.17.17 | Review, Download & Save Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an OST                          | 0.30 |



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

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|---------|--|------|
| 7.17.17 | Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s First Supplemental Answers to Plaintiffs' Interrogatories | 0.30 |
| 7.17.17 | Review email from Sia re DC ruling on Lange sanctions  | 0.15 |
| 7.17.17 | Email chain with DSS re Giberti motion to extend discovery   | 0.15 |
| 7.18.17 | Email chain with DSS re notice of 2.34 with Viking re deficient discovery responses  | 0.15 |
| 7.18.17 | Email to Sia re Simon Law W9   | 0.15 |
| 7.18.17 | Email chain with Pancoast re signature page for amended JCCR   | 0.15 |
| 7.18.17 | Email chain with DSS re objection to confidentiality and response  | 0.25 |
| 7.18.17 | Review email from DSS re printing all discovery responses  | 0.15 |
| 7.18.17 | Review email and attachment from DSS re Caranahan depo and SDT and response  | 0.25 |
| 7.18.17 | Review, Download & Save Letter to D. Simon from J. Pancoast  | 0.30 |
| 7.18.17 | Review, Download & Save Notice of Telephonic 2.34 Conference with Viking Defendants  | 0.30 |
| 7.19.17 | Review, Download & Save Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective Order                          | 0.30 |
| 7.19.17 | Review, Download & Save Issued Commission to Take Out of State Deposition of Robert Carnahan, P.E.                                     | 0.30 |
| 7.19.17 | Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Robert Carnahan                      | 0.30 |
| 7.19.17 | Review, Download & Save Subpoena Duces Tecum for Robert Carnahan , P.E.  | 0.30 |
| 7.19.17 | Review, Download & Save Second Amended Notice of Video Deposition of Robert Carnahan, P.E. Duces Tecum                                 | 0.30 |
| 7.19.17 | Email chain with DSS re Lange's 8 <sup>th</sup> supplement and raw data from destructive testing                                       | 0.20 |
| 7.19.17 | Email to client with summary chart of all emails from Viking   | 0.15 |
| 7.19.17 | Review email from Sia re Lange's 8 <sup>th</sup> ECC Supp and attachments  | 0.25 |



**INVOICE FOR ASHLEY M. FERREL**  
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|         |   |      |
|---------|---|------|
| 7.19.17 | Email to Hastings with additional documents for his review  | 0.15 |
| 7.19.17 | Email to Zamiski with additional documents for his review   | 0.15 |
| 7.19.17 | Review email from client re depo testimony about test results at 190 degrees  | 0.15 |
| 7.19.17 | Review email from client requesting Martorano depo and response   | 0.15 |
| 7.19.17 | Review email from DSS to client re Viking rep depo  | 0.15 |
| 7.19.17 | Email chain with DSS re Sia's changes to the DCRR re Lange's sanctions  | 0.50 |
| 7.19.17 | Review email from DSS re checking production to make sure we have produced proper documentation for all damages   | 0.15 |
| 7.20.17 | Review email chain between DSS and Pancoast re EDCR 2.34 re deficient discovery responses   | 0.20 |
| 7.20.17 | Review, Download & Save Letter to Attorney Simon re EDCR 2.34 Notice  | 0.30 |
| 7.20.17 | Review, Download & Save Lange Plumbing's 8 <sup>th</sup> Supplemental Disclosures   | 0.30 |
| 7.21.17 | Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines | 0.30 |
| 7.21.17 | Review email from DSS to Pancoast re meet and confer  | 0.20 |
| 7.21.17 | Email chain with attachment with DSS re documents being sent to expert  | 0.25 |
| 7.21.17 | Email to Hastings requesting the readings for the Edgeworth home  | 0.15 |
| 7.21.17 | Email to Don Koch re status of report   | 0.15 |
| 7.21.17 | Review email from client re Viking giving us info on all sprinkler heads  | 0.15 |
| 7.21.17 | Review email and link from client re Viking v. Harold Rodgers case in CA and response   | 0.50 |
| 7.22.17 | Email to Don Koch with additional documents for his review  | 0.15 |
| 7.23.17 | Review email and attachments from client re Viking tests  | 0.50 |
| 7.23.17 | Review email from client re his opinion on the Vollmer gray report  | 0.25 |
| 7.23.17 | Review email from client re UL 1626 bath test   | 0.25 |



**INVOICE FOR ASHLEY M. FERREL**  
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|---------|---|------|
| 7.24.17 | Review, Download & Save J. Pancoast Letter to D. Simon  | 0.30 |
| 7.24.17 | Review and respond to Rush Porter re Kevin Hasting's CV and testimony list                              | 0.15 |
| 7.24.17 | Email to Hastings requesting his CV for his report  | 0.15 |
| 7.24.17 | Email chain to Don Koch re model from Purvis  | 0.25 |
| 7.24.17 | Email chain with client re Harold Rogers contact  | 0.25 |
| 7.24.17 | Review email and dropbox link from client re another VK457 failure                                      | 0.50 |
| 7.24.17 | Review email from client re facts about attic we should know and analysis                               | 0.25 |
| 7.24.17 | Review email from client re number of days it was 100 degrees   | 0.15 |
| 7.24.17 | Email chain with client re Purvis model being sent to Koch  | 0.25 |
| 7.24.17 | Email chain with client re Viking supplemented any emails re the Edgeworth case                         | 0.20 |
| 7.24.17 | Review summary email from client re his theory on Viking's temperature position                         | 0.50 |
| 7.24.17 | Review email from DSS to client re kreason depo   | 0.15 |
| 7.24.17 | Review email from DSS re Kreason depo   | 0.15 |
| 7.24.17 | Review email from DSS re re-noticing Carnahan depo and response   | 0.15 |
| 7.24.17 | Email chain with DSS re contacting Harold Rodgers   | 0.15 |
| 7.24.17 | Review email from DSS to Pancoast re Rog Response No. 4   | 0.15 |
| 7.24.17 | Review email from DSS re drafting Rimkus subpoena for other sprinklers and response                     | 0.15 |
| 7.25.17 | Email chain with DSS re vacating status check on Lange sanctions  | 0.25 |
| 7.25.17 | Email to Sia re signature page for 7.12.17 DCRR   | 0.15 |
| 7.25.17 | Email to Pancoast re missing documents from Viking's 6 <sup>th</sup> ECC Supplement                     | 0.25 |
| 7.25.17 | Review email and attachments from client re important documents of the VK457 that we need to understand | 0.25 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 7.25.17 | Review email from client and deposition cite from Martorano deposition re number of activations  | 0.15 |
| 7.25.17 | Review email from client and inquiries into the case re Viking's disclosure of number of activations                                     | 0.15 |
| 7.25.17 | Review email from client re UL 1626 requesting us to locate document in Viking's disclosure  | 0.50 |
| 7.25.17 | Review email from client re summary of issues about Viking client would like us to explore   | 0.50 |
| 7.25.17 | Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.,'s Second Supplemental Answers to Plaintiffs' Interrogatories | 0.30 |
| 7.25.17 | Call with DSS  | 0.15 |
| 7.25.17 | Review, Download & Save Subpoena Duces Tecum for the NRCP 30(b)(6) Designee of the Viking Corporation                                    | 0.30 |
| 7.25.17 | Review, Download & Save Third Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of the Viking Corp   | 0.30 |
| 7.25.17 | Review, Download & Save SDT – for Robert Carnahan, P.E.  | 0.30 |
| 7.25.17 | Review, Download & Save Third Amended Notice of Video Deposition of Robert Carnahan, P.E. Duces Tecum                                    | 0.30 |
| 7.25.17 | Review, Download & Save SDT – for the Custodian of Records for Rimkus Consulting Group, Inc.   | 0.30 |
| 7.25.17 | Review, Download & Save Notice of Deposition Duces Tecum of The Custodian of Records Rimkus Consulting Group, Inc                        | 0.30 |
| 7.25.17 | Review, Download & Save Subpoena Duces Tecum for The NRCP 30(b)(6) PMK for Zurich Insurance Company                                      | 0.30 |
| 7.25.17 | Review, Download & Save Notice of Deposition of the NRCP 30 (b)(6) PMK Zurich Insurance Company  | 0.30 |
| 7.26.17 | Review, Download & Save DCRR   | 0.30 |
| 7.26.17 | Review, Download & Save DCRR   | 0.30 |
| 7.26.17 | Review, Download & Save DCCR   | 0.30 |



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

|         |   |      |
|---------|---|------|
| 7.26.17 | Review, Download & Save Plaintiffs 2 <sup>nd</sup> Set of Interrogatories to Defendants The Viking Corp   | 0.30 |
| 7.26.17 | Review, Download & Save Plaintiffs 2 <sup>nd</sup> Set of Requests for Production to Defendants The Viking Corporation                                    | 0.30 |
| 7.26.17 | Review, Download & Save DCRR  | 0.30 |
| 7.26.17 | Review email from DSS to Pancoast re Nationwide case  | 0.15 |
| 7.26.17 | Review email and attachment from client re drawings and what client's staff can re-draw   | 0.25 |
| 7.26.17 | Review email and attachment from client re mechanical engineering points client wants to talk to experts about and analysis                               | 0.50 |
| 7.26.17 | Review email from client re King County case  | 0.15 |
| 7.26.17 | Review email from client re inquires why Viking was not disclosing premature activations  | 0.15 |
| 7.27.17 | Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Motion for Protective Order and Request for OST                                 | 0.30 |
| 7.27.17 | Review, Download & Save Defendant Lange Plumbing, LLC 's Joinder to Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective order | 0.30 |
| 7.27.17 | Review, Download & Save SDT COR Rimkus Consulting Group, Inc.   | 0.30 |
| 7.27.17 | Review, Download & Save Plaintiffs 1 <sup>st</sup> Set of Requests for Production to Defendants The Viking Corporation                                    | 0.30 |
| 7.28.17 | Review, Download & Save Third Party Defendant Giberti Construction, LLC's Initial Early Case Conference Disclosure of Documents and Witnesses             | 0.30 |
| 7.28.17 | Review email from client re important photo evidence and review document cited in email   | 0.25 |
| 7.31.17 | Review email and deposition testimony cite from client re Viking not aware of documentation   | 0.25 |



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

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| 8.1.17 | Review email from DSS to Janelle re service of Zurich directly  | 0.15 |
| 8.1.17 | Review, Download & Save Letter from J. Pancoast to D. Simon re. Amended Subpoena  | 0.30 |
| 8.1.17 | Review, Download & Save The Viking Corp Verification Page to Second Supplemental Answer to Plaintiffs' Interrogatories              | 0.30 |
| 8.1.17 | Review, Download & Save Letter for J. Pancoast to D. Simon  | 0.30 |
| 8.2.17 | Review, Download & Save SDT for Zurich  | 0.30 |
| 8.2.17 | Review, Download & Save Defendant The Viking Corp and Supply Network, Inc. 17 <sup>th</sup> Supplemental Disclosure                 | 0.30 |
| 8.2.17 | Review email from DSS to Pancoast re service of documents from recent production  | 0.15 |
| 8.3.17 | Review email and attachment from client re an email that Viking "expects their findings to be shared"                               | 0.25 |
| 8.3.17 | Review email and attachment from client re UK threat by Viking  | 0.25 |
| 8.4.17 | Email Chain with attachments with Sia re sanctions check  | 0.20 |
| 8.4.17 | Review email and attachment from client re non-conforming hold  | 0.25 |
| 8.4.17 | Review email and pictures from client re cut open VK457   | 0.25 |
| 8.4.17 | Review, Download & Save SDT Angela Edgeworth  | 0.30 |
| 8.4.17 | Review, Download & Save SDT Margaret Ho   | 0.30 |
| 8.4.17 | Review, Download & Save SDT Colin Kendrick  | 0.30 |
| 8.7.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Motion for Protective Order No. 2 and Request for OST | 0.30 |
| 8.7.17 | Review, Download & Save SDT Mark Giberti  | 0.30 |
| 8.7.17 | Review, Download & Save SDT PMK of Edgeworth Family Trust   | 0.30 |
| 8.7.17 | Review, Download & Save SDT PMK of American Grating   | 0.30 |



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

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| 8.7.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Request for Production to Giberti Construction, LLC                         | 0.30 |
| 8.7.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Interrogatories to Giberti Construction, Inc.                               | 0.30 |
| 8.7.17 | Review, Download & Save Notice of Taking the Deposition of Mark Giberti   | 0.30 |
| 8.7.17 | Review, Download & Save SDT for Mark Giberti  | 0.30 |
| 8.7.17 | Review, Download & Save Notice of Taking the Deposition of NRCP 30(b)(6) Person Most Knowledgeable for American Grating, LLC                              | 0.30 |
| 8.7.17 | Review, Download & Save Notice of Taking the Deposition of NRCP 30(b)(6) Person Most Knowledgeable for Edgeworth Family Trust                             | 0.30 |
| 8.7.17 | Review, Download & Save Notice of Taking the Deposition of Angela Edgeworth   | 0.30 |
| 8.7.17 | Review, Download & Save Notice of Taking Deposition for Kendrick Colin  | 0.30 |
| 8.7.17 | Review, Download & Save SDT for Kendrick Colin  | 0.30 |
| 8.7.17 | Review, Download & Save Notice of Deposition of Margaret Ho   | 0.30 |
| 8.7.17 | Review, Download & Save SDT for Margaret Ho   | 0.30 |
| 8.7.17 | Review email and attachment from client re defective head activations and comparison to Martorano testimony of 46   | 0.75 |
| 8.7.17 | Review email and attachments from client re documents client would like to talk to expert about, including denial letters, material hold, exponent letter | 0.75 |
| 8.7.17 | Review email from client re his theory that people were being promoted despite cover-up   | 0.15 |
| 8.7.17 | Email chain with DSS re Colin Kendrick and Margaret Ho  | 0.15 |
| 8.7.17 | Review email from DSS re missed call from Fred Knez   | 0.15 |



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

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| 8.7.17 | Review email from DSS re drafting motion to amend to add Viking Corp and response                        | 0.15 |
| 8.8.17 | Email to Jessica Rogers re mandarin interpreter for Margaret Ho  | 0.15 |
| 8.8.17 | Email chain with Ure re order to extend discovery  | 0.25 |
| 8.8.17 | Email to Zamiski with additional documents for his review  | 0.15 |
| 8.8.17 | Email to Zamiski requesting CV for expert disclosure   | 0.15 |
| 8.8.17 | Review email and attachment from client re the cut open VK457 pic  | 0.25 |
| 8.8.17 | Review email from client re labeling pictures  | 0.15 |
| 8.8.17 | Review email and attachment from client re VK457 pic   | 0.25 |
| 8.8.17 | Review email and attachments from client re Viking's pictures in reports and in powerpoints and analysis | 0.50 |
| 8.8.17 | Email chain with DSS re Viing's position of Martorano depo confidential                                  | 0.15 |
| 8.8.17 | Email chain with DSS re documents still needed from Zamiski for expert disclosure                        | 0.15 |
| 8.8.17 | Review email from DSS re requesting hearing transcripts from Court and response                          | 0.15 |
| 8.8.17 | Call with DSS  | 0.10 |
| 8.8.17 | Call with DSS  | 0.25 |
| 8.8.17 | Call with DSS  | 0.25 |
| 8.9.17 | Call with DSS  | 0.25 |
| 8.9.17 | Call with DSS  | 0.10 |
| 8.9.17 | Call with DSS  | 0.10 |
| 8.9.17 | Review email from DSS re draft of motion to compel discovery from Viking and response                    | 0.25 |
| 8.9.17 | Email chain with DSS re draft notices for Viking employees in Michigan and notice of site inspection     | 0.40 |
| 8.9.17 | Email chain with DSS re expert disclosure and addition of non-retained experts                           | 0.30 |
| 8.9.17 | Email chain with DSS re documents to send to Hastings from recent Viking productions                     | 0.15 |
| 8.9.17 | Review email chain with expert re what testing has to be done by UL                                      | 0.15 |



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

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| 8.9.17  | Review email and attachment from DSS and request to supplement fireplace pic and response  | 0.15 |
| 8.9.17  | Email to Olivas requesting CV and hourly rate for expert disclosure  | 0.15 |
| 8.9.17  | Email to Hastings with additional documents for his review   | 0.15 |
| 8.9.17  | Review and respond to email from Beth Bernal with Vollmer Grey wit Zamiski CV and testimony list   | 0.15 |
| 8.9.17  | Email chain with client re all of the Viking productions and my summary response after review of all 7 supplements                           | 2.5  |
| 8.9.17  | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s 8 <sup>th</sup> Supplemental Disclosures Pursuant to NRCP 16.1 | 0.30 |
| 8.10.17 | Review and respond to email from Julie Lord (Dept.10 clerk) re spelling an final version of the hearing transcripts                          | 0.30 |
| 8.10.17 | Email to Hastings with additional documents for his review   | 0.15 |
| 8.10.17 | Email chain with client re UL documents in Viking's 8 <sup>th</sup> ECC Supplement   | 0.25 |
| 8.10.17 | Email chain with client re clarification in Scott's deposition   | 0.15 |
| 8.10.17 | Review email from client re load on link and which of our experts can test   | 0.15 |
| 8.10.17 | Review email from client re constraints on what he can and cannot say  | 0.15 |
| 8.10.17 | Review email from client re Viking v. FSS and Thorpe case and review document referenced in email  | 0.25 |
| 8.10.17 | Review email from client re former CEO Kevin Ortyl and review documents referenced in email  | 0.25 |
| 8.10.17 | Email chain with client re a Viking email without an attachment and review of all documents referenced by client                             | 0.75 |
| 8.10.17 | Review email from client re requesting me to upload documents and response   | 0.25 |
| 8.10.17 | Review and respond to Shari Adair re Don Koch invoice  | 0.15 |



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

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| 8.10.17 | Review email from client re written discovery questions he wants to send to Viking  | 0.25 |
| 8.10.17 | Email chain with DSS re Plaintiff's ECC Supp  | 0.15 |
| 8.10.17 | Email chain with DSS re sending documents to Hastings   | 0.15 |
| 8.10.17 | Review email chain with client re dates and times for Margaret Ho's deposition  | 0.15 |
| 8.10.17 | Email chain with DSS re UL documents being sent to experts  | 0.15 |
| 8.10.17 | Review email from DSS re printing specific document and response  | 0.15 |
| 8.10.17 | Review email from DSS to client re load on link opinion   | 0.15 |
| 8.10.17 | Email chain with DSS re Rimkus objection and drafting motion to compel  | 0.25 |
| 8.11.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s 9 <sup>th</sup> Supplemental Disclosures Pursuant to NRCP 16.1        | 0.30 |
| 8.11.17 | Review email from DSS re prepare motion to amend to add Viking group and response   | 0.15 |
| 8.11.17 | Review email from DSS re drafting written discovery based off of questions drafted by client and response   | 0.50 |
| 8.11.17 | Review email from DSS re documents to be printed from Hastings and response   | 0.15 |
| 8.11.17 | Review email from DSS re drafting written discovery based off of questions drafted by client and response   | 0.50 |
| 8.11.17 | Review email and 13page attachment from client regarding Scott Martorano depo testimony and analysis of client's summary                            | 2.75 |
| 8.11.17 | Review email from client re client's questions for Viking and analyze   | 0.75 |
| 8.11.17 | Review email from client re his summary of information he wanted to share with experts, review documents referenced in client's summary and analyze | 1.25 |
| 8.11.17 | Email chain from client re Margaret Ho availability   | 0.25 |
| 8.12.17 | Review email and attachment from client re written discovery client would like sent to Viking and analysis of questions                             | 0.50 |



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

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| 8.12.17 | Call with DSS   | 0.15 |
| 8.13.17 | Review email from client re written discovery client would like sent to Viking and analysis of questions and discussion with DSS  | 1.25 |
| 8.14.17 | Email to client with all Viking expert reports  | 0.15 |
| 8.14.17 | Review, Download & Save Plaintiffs Edgeworth Family Trust and American Grating, LLC's Initial Designation of Expert Witnesses and Reports (E-file, no reports attached) | 0.30 |
| 8.14.17 | Review, Download & Save Plaintiffs' Edgeworth Family Trust and American Grating, LLC's Initial Designation of Expert Witnesses and Reports (E-served, reports attached) | 0.30 |
| 8.14.17 | Review, Download & Save Plaintiffs' 2 <sup>nd</sup> Set of Requests for Admission to Defendants the Viking Corp   | 0.30 |
| 8.14.17 | Review, Download & Save Plaintiffs 3 <sup>rd</sup> Set of Requests for Production to Defendants   | 0.30 |
| 8.14.17 | Review, Download & Save Plaintiffs' 3 <sup>rd</sup> Set of Interrogatories to Defendants the Viking Corp  | 0.30 |
| 8.14.17 | Review, Download & Save Defendants The Viking Corp and Supply Network Inc 10 <sup>th</sup> Supplemental Disclosures Pursuant to NRCP 16 a 1                             | 0.30 |
| 8.14.17 | Review, Download & Save Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.   | 0.30 |
| 8.14.17 | Review, Download & Save Lange's 9 <sup>th</sup> Supplemental Disclosures  | 0.30 |
| 8.14.17 | Review, Download & Save Lange's Designation of Expert Witnesses   | 0.30 |
| 8.14.17 | Review, Download & Save Defendant Giberti Construction, LLC's Initial Expert Disclosures  | 0.30 |
| 8.14.17 | Review, Download & Save Subpoena Duces Tecum of the Custodian of Records for Rimkus Consulting Group, Inc.  | 0.30 |



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**EDGEWORTH v. LANGE PLUMBING, ET AL.**

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| 8.14.17 | Review, Download & Save Re – Notice of Deposition Duces Tecum of the Custodian of Records for Rimkus Consulting Group, Inc. | 0.30 |
| 8.14.17 | Review, Download & Save The Viking Corp and Supply Network, Inc.'s Designation of Expert Witnesses                          | 0.30 |
| 8.14.17 | Review, Download & Save Transcript of Proceedings All Pending Motions Tuesday, March 7, 2017                                | 0.30 |
| 8.14.17 | Review, Download & Save Transcript of Proceedings All Pending Motions Tuesday April 25, 2017                                | 0.30 |
| 8.14.17 | Email to client re Defendant's Expert Reports uploaded to dropbox   | 0.15 |
| 8.14.17 | Review email and link from client re guy in Florida who experienced flood   | 0.25 |
| 8.14.17 | Email chain re load on link tests and corresponding documents produced in our case  | 1.25 |
| 8.14.17 | Review email from client re dropbox; creation of central Edgeworth dropbox and uploading all documents into dropbox         | 0.50 |
| 8.14.17 | Review email from client re difference if changed to greater or equal   | 0.15 |
| 8.14.17 | Review email and attachments from client re National hourly weather data from Henderson                                     | 1.0  |
| 8.14.17 | Email chain with DSS re Jennifer Brock with Zurich re SDT   | 0.25 |
| 8.14.17 | Review email from DSS to Pancoast re expert reports not attached to disclosure  | 0.15 |
| 8.14.17 | Review email and attachment from DSS re txt searchable version of UL  | 0.25 |
| 8.15.17 | Email to Hastings with additional documents for his review  | 0.15 |
| 8.15.17 | Email chain with client re missing documents; review of file for documents and response                                     | 0.75 |
| 8.15.17 | Review email from client re Hasting's attic temperatures  | 0.15 |
| 8.15.17 | Review email from client re 561 Fox Hill  | 0.15 |
| 8.15.17 | Review email and attachments from client re Henderson weather   | 0.75 |



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

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| 8.15.17 | Review, Download & Save Subpoena<br>Duces Tecum for Devin O'Dell   | 0.30 |
| 8.15.17 | Review, Download & Save Notice of Video<br>Deposition of Devin O'Dell Duces Tecum  | 0.30 |
| 8.15.17 | Review, Download & Save Subpoena<br>Duces Tecum for Scott Franson  | 0.30 |
| 8.15.17 | Review, Download & Save Notice of Video<br>Deposition of Scott Franson Duces Tecum   | 0.30 |
| 8.15.17 | Review, Download & Save Subpoena<br>Duces Tecum for James Golinveaux   | 0.30 |
| 8.15.17 | Review, Download & Save Subpoena<br>Duces Tecum for Jeff Norton  | 0.30 |
| 8.15.17 | Review, Download & Save Notice of Video<br>Deposition of James Golinveaux Duces<br>Tecum   | 0.30 |
| 8.15.17 | Review, Download & Save Notice of Video<br>Deposition of Jeff Norton Duces Tecum   | 0.30 |
| 8.15.17 | Review, Download & Save Subpoena<br>Duces Tecum for Tom O'Connaw   | 0.30 |
| 8.15.17 | Review, Download & Save Subpoena<br>Duces Tecum for Sherri Simmons   | 0.30 |
| 8.15.17 | Review, Download & Save Notice of Video<br>Deposition of Tom O Connor Duces Tecum  | 0.30 |
| 8.15.17 | Review, Download & Save Notice of Video<br>Deposition of Sherri Simmons Duces<br>Tecum   | 0.30 |
| 8.15.17 | Review, Download & Save Subpoena<br>Duces Tecum for Mike Bosma   | 0.30 |
| 8.15.17 | Review, Download & Save Notice of Video<br>Deposition of Mike Bosma Duces Tecum  | 0.30 |
| 8.15.17 | Review, Download & Save Plaintiffs'<br>Opposition to Defendant the Viking Corp<br>and Supply Network, Inc.'s Motions for<br>Protective Orders and Requests for OST | 0.30 |
| 8.15.17 | Review, Download & Save Viking's Letter<br>re Violation of Protective Order  | 0.30 |
| 8.16.17 | Review, Download & Save Defendants The<br>Viking Corporation and Supply Network,<br>Inc.'s 12 <sup>th</sup> Supplemental Disclosures                               | 0.30 |
| 8.16.17 | Review, Download & Save Plaintiffs'<br>Notice of Entry Upon Land/Site Inspection   | 0.30 |
| 8.16.17 | Review, Download & Save-- Subpoena<br>Duces Tecum for Kevin Ortyl  | 0.30 |
| 8.16.17 | Review, Download & Save Notice of Video<br>Deposition of Kevin Ortyl Duces Tecum   | 0.30 |



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**EDGEWORTH v. LANGE PLUMBING, ET AL.**

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| 8.16.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's 8 <sup>th</sup> Supplement to Early Case Conference Witness and Exhibit List | 0.30 |
| 8.16.17 | Review, Download & Save Proof of Service  | 0.30 |
| 8.16.17 | Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s 11 <sup>th</sup> Supplemental Disclosures Pursuant to NRCP 16(a)(1)           | 0.30 |
| 8.16.17 | Email to Zamiski with additional documents for his review   | 0.15 |
| 8.16.17 | Review email from client re number of activations and client's analysis   | 0.75 |
| 8.16.17 | Email to client re all disclosures (ECC and expert) uploaded into dropbox   | 0.15 |
| 8.16.17 | Email to client with Viking's 12 <sup>th</sup> ECC Supp   | 0.15 |
| 8.16.17 | Email chain with client regarding missing documents; review of file for documents and response  | 1.50 |
| 8.16.17 | Email chain with DSS and client re number of hours heat exceeded 100 degrees  | 0.15 |
| 8.16.17 | Review email from DSS re Don Koch availability and response   | 0.15 |
| 8.16.17 | Email chain with DSS re expert reports  | 0.25 |
| 8.16.17 | Review email and attachments from DSS re Lange expert reports   | 0.25 |
| 8.16.17 | Review email from DSS to Pancoast re depositions set for 9/8/17   | 0.15 |
| 8.16.17 | Email chain with DSS re Viking's 12 <sup>th</sup> ECC Supplement and uploading docs to Dropbox  | 0.15 |
| 8.16.17 | Review email from DSS to Fred Knez e deposition dates for Harold Rodgers  | 0.15 |
| 8.16.17 | Email chain re deposition scheduling of Michigan Viking employees   | 0.25 |
| 8.16.17 | Email to DSS re summary of Viking document dumps  | 1.75 |
| 8.17.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Reply Re: Motions for Protective Order [Nos. 1&2]                            | 0.30 |
| 8.17.17 | Review, Download & Save Plaintiffs' Motion to Compel Viking Documents and for Sanctions on OST  | 0.30 |



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

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| 8.17.17 | Email chain with DSS re sending Mark Giberti City of Henderson documents   | 0.15 |
| 8.17.17 | Review email from DSS to Pancoast re document dumps  | 0.25 |
| 8.17.17 | Email chain with DSS re motion to compel   | 0.15 |
| 8.17.17 | Email chain with DSS re reports being sent to Zamiski  | 0.15 |
| 8.17.17 | Email chain with Ure re receipt of Plaintiff's Motion to Compel Viking on OST  | 0.25 |
| 8.17.17 | Email to Hastings with additional documents for his review   | 0.15 |
| 8.17.17 | Email to Olivas with additional documents for his review   | 0.15 |
| 8.17.17 | Email to Zamiski with additional documents for his review  | 0.15 |
| 8.17.17 | Review email from client and response re location of the VIK documents in dropbox  | 0.25 |
| 8.17.17 | Email chain with client re location and review of documents in Viking's 6 <sup>th</sup> Supplement; review of Viking entire 6 <sup>th</sup> supplement for client's requested docs | 2.75 |
| 8.17.17 | Email chain with client re city of Henderson documents   | 0.25 |
| 8.17.17 | Review email from client re MSJ against Lange  | 0.15 |
| 8.18.17 | Email to Hastings re request for him to Fed-Ex binder back   | 0.15 |
| 8.18.17 | Review email from client re "just one family or house etc."  | 0.15 |
| 8.18.17 | Email chain with client re Viking motion for protective order  | 0.20 |
| 8.18.17 | Email chain with client re claim from Portland Winnelson   | 0.20 |
| 8.18.17 | Review email from client re Viking's Motion and assertion re loan payment and client's opinion   | 0.25 |
| 8.18.17 | Review email from DSS to Pancoast re Martorano verifications   | 0.15 |
| 8.18.17 | Review, Download & Save Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum   | 0.30 |
| 8.18.17 | Review, Download & Save Notice of Association of Counsel   | 0.30 |



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

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| 8.18.17 | Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Opposition to Plaintiffs' Motion to Compel   | 0.30 |
| 8.18.17 | Review, Download & Save ROC – Motion to Compel Viking Documents on OST   | 0.30 |
| 8.19.17 | Review email from client re exponent report rationale  | 0.25 |
| 8.19.17 | Review email and attachment of Viking powerpoint of residential sprinklers installation heat source from client re exponent report from 2015 and the                 | 0.50 |
| 8.20.17 | Email chain with Brian Garelli re documents to review for expert report  | 0.25 |
| 8.20.17 | Call with DSS  | 0.10 |
| 8.20.17 | Review email and attachments from client re Scott reference to database for number of activations  | 0.25 |
| 8.20.17 | Review email from client re FSS discovery docs produced in Viking supplement   | 0.15 |
| 8.20.17 | Email chain with client re Viking document dump  | 0.25 |
| 8.20.17 | Review email from client re example that VK457 is extraordinary  | 0.25 |
| 8.20.17 | Review email and attachment from client re Motion to compel  | 0.50 |
| 8.20.17 | Review email from DSS re printing email of missing Viking documents and response   | 0.25 |
| 8.21.17 | Review, Download & Save Reply to Viking's Opposition to Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST | 0.30 |
| 8.21.17 | Email chain with DSS re Motion to Compel Rimkus  | 0.15 |
| 8.21.17 | Review email and attachment from DSS re preparing commission to take out of state depo of Harold Rodgers and response  | 0.25 |
| 8.21.17 | Email chain with DSS re new requests for production  | 0.15 |
| 8.21.17 | Email chain with DSS re notice and SDT to 30(b)(6) or Reliable and 30(b)(6) of Tyco  | 0.25 |
| 8.21.17 | Review email from Tashia Garry re Viking's 11 <sup>th</sup> ECC Supp   | 0.15 |
| 8.21.17 | Email to Sia, Pancoast, Nunez re revised 7.12.17 DCRR  | 0.15 |



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| 8.21.17 | Review email from client re Reliable and Tyco depositions   | 0.15 |
| 8.21.17 | Email chain with client re motion to compel and Viking motion for protective order  | 0.50 |
| 8.21.17 | Review email from client re "rules of thumb" re screw/bolt and attachments  | 0.75 |
| 8.21.17 | Email to Mr. Poland re Plaintiff's Motion to compel Rimkus  | 0.15 |
| 8.21.17 | Email to client re Reply to Motion to Compel Viking   | 0.15 |
| 8.21.17 | Review email from client re adding Angela to dropbox  | 0.25 |
| 8.22.17 | Review email and attachment from client re Viking residential sprinkler installation publication  | 0.75 |
| 8.22.17 | Review, Download & Save Plaintiffs' 4 <sup>th</sup> Set of Requests for Production to Defendants the Viking Corp  | 0.30 |
| 8.22.17 | Review email from DSS re Viking emails  | 0.15 |
| 8.23.17 | Email chain with client re nest information   | 0.25 |
| 8.23.17 | Email chain with DSS re interior temps of Edgeworth house and what experts to send to   | 0.15 |
| 8.24.17 | Review, Download & Save Plaintiffs' 3 <sup>rd</sup> Set of Requests for Admission to Defendants the Viking Corp   | 0.30 |
| 8.24.17 | Email chain with Zamiski re sending more sprinklers to Vollmer Gray and the Fed-Ex tracking number  | 0.25 |
| 8.24.17 | Review and respond to email from Susan Carbone re Sia signature page for DCRR   | 0.15 |
| 8.24.17 | Review email from client re request for photos of bent lever bars and over screwed load screws; review of file and response with requested documents                  | 1.25 |
| 8.25.17 | Review, Download & Save Third Party Defendant Giberti Construction, LLC's First Supplement to its Initial Early Case Conference Disclosure of Documents and Witnesses | 0.30 |
| 8.25.17 | Email to Crane Pomerantz re additional documents for review   | 0.25 |
| 8.25.17 | Email chain with client re PDF of Margaret's promissory note and response   | 0.50 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 8.27.17 | Review email from DSS re printing several copies of bent lever bars  | 0.15 |
| 8.28.17 | Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs Second Interrogatories                          | 0.30 |
| 8.28.17 | Email to client with summary and attachments for Thorpe and FSS case dockets   | 1.5  |
| 8.28.17 | Email to Pancoast re DCRR template   | 0.15 |
| 8.28.17 | Email to Crane Pomerantz with additional documents for his review  | 0.15 |
| 8.29.17 | Email chain with Pancoast re calendar and hearings   | 0.25 |
| 8.29.17 | Email chain with Ure re pick up of signature page for the 7.12.17 DCRR   | 0.15 |
| 8.29.17 | Email to Don Koch with additional documents for his review   | 0.15 |
| 8.29.17 | Review email from client re Thorpe and UL  | 0.25 |
| 8.29.17 | Review email from client requesting Viking answers and response email with answers to client                                       | 0.50 |
| 8.29.17 | Review email from client re Colin Kendrick's contact information   | 0.15 |
| 8.29.17 | Call with DSS  | 0.25 |
| 8.29.17 | Review email from client re depositions of Colin, Angela and Brian   | 0.15 |
| 8.29.17 | Review email from DSS re delivery of Koch binder and response  | 0.15 |
| 8.29.17 | Review email from DSS to Pancoast re heat invitation   | 0.15 |
| 8.29.17 | Review email from DSS to Pancoast re deficient 2 <sup>nd</sup> set of Rgs  | 0.15 |
| 8.29.17 | Review email from DSS re Jay McConnell phone call  | 0.15 |
| 8.29.17 | Review, Download & Save Order granting Giberti Construction, LLC's Motion to Extend Discovery Deadlines ( 1 <sup>st</sup> Request) | 0.30 |
| 8.29.17 | Review, Download & Save Defendant The Viking Corp Responses to Plaintiffs' Second Request for Production of Documents              | 0.30 |
| 8.29.17 | Review, Download & Save Defendant The Viking Corp Responses to Plaintiffs' First Request for Production of Documents               | 0.30 |



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

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| 8.29.17 | Review, Download & Save Letter to D. Simon from J. Pancoast re. PMK Deposition Documents   | 0.30 |
| 8.30.17 | Email chain with DSS re Viking's responses to Lange  | 0.50 |
| 8.30.17 | Email to Hastings with additional documents for his review   | 0.15 |
| 8.30.17 | Review email from client re questions client would like to ask Viking PMK Scott Martorano  | 0.50 |
| 8.30.17 | Email chain with client re Thorpe and FSS case dockets   | 1.25 |
| 8.30.17 | Review, Download & Save Notice of Entry of Order Granting Giberti Construction LLC's Motion Extend Discovery Deadlines   | 0.30 |
| 8.30.17 | Review, Download & Save Defendant Supply Network, Inc.'s Objection to Subpoenas  | 0.30 |
| 8.30.17 | Review, Download & Save Defendant The Viking Corporation's Supplemental Responses to Plaintiff's Second Set of Interrogatories   | 0.30 |
| 8.31.17 | Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc. dba Viking SupplyNet Opposition to Plaintiffs Motion to Amend Complaint to Add Viking Group, Inc. | 0.30 |
| 9.1.17  | Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Harold Rodgers   | 0.30 |
| 9.1.17  | Call with DSS  | 0.25 |
| 9.1.17  | Call with DSS  | 0.25 |
| 9.1.17  | Review, Download & Save Commission To Take Deposition Outside the State of Nevada of Harold Rodgers  | 0.30 |
| 9.1.17  | Review, Download & Save Subpoena Duces Tecum for Harold Rodgers  | 0.30 |
| 9.1.17  | Review, Download & Save Notice of Video Deposition of Harold Rodgers Duces Tecum   | 0.30 |
| 9.1.17  | Review, Download & Save Motion to Associate Counsel (Kenton L. Robinson)   | 0.30 |
| 9.1.17  | Review, Download & Save Motion to Associate Counsel (John McConnell)   | 0.30 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 9.1.17 | Review, Download & Save Third Party Defendant Giberti Construction, LLC's Second Supplement to Its Initial Early Case Conference Disclosure of Documents and Witnesses | 0.30 |
| 9.1.17 | Email to Pancoast, Nunez, Sia, Robinson re mediation date  | 0.15 |
| 9.1.17 | Review email from Bartlett re ZAIC deposition notice and subpoena  | 0.15 |
| 9.1.17 | Email to Hastings with additional documents for his review   | 0.15 |
| 9.1.17 | Email to Zamiski with additional documents for his review  | 0.15 |
| 9.1.17 | Review email from client re VIKZ documents with addresses and request for list to cross reference; review of the VIKZ documents as relating to this email              | 1.75 |
| 9.2.17 | Review email from client re missing documents and his creation of master index; review documents referenced in email   | 2.0  |
| 9.2.17 | Email chain with client and DSS re UL definition of 1626   | 0.50 |
| 9.4.17 | Review email from client re Carnahan report and questions client has for Zamisky and Hastings and review attachments   | 1.25 |
| 9.4.17 | Review email from client re VKPC documents and respond   | 0.15 |
| 9.4.17 | Review email and attachments from client re deception and lies to the public by Viking   | 2.75 |
| 9.4.17 | Review email from client re RSS v. Viking case   | 0.15 |
| 9.2.17 | Review email and attachments from DSS re UL's public definition of 1626 and response   | 0.50 |
| 9.5.17 | Review email from DSS to Jen re amount of money owed to Carnahan for depo and response   | 0.15 |
| 9.5.17 | Review email from DSS re re-serving depo notice for ZAIC and response  | 0.25 |
| 9.5.17 | Email chain with DSS re re-scheduling depo of Harold Rodgers and PMK of EFT and AG   | 0.20 |
| 9.5.17 | Email chain with DSS re discussing various issues re Edgeworth   | 0.50 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 9.5.17 | Review, Download & Save Non – Party Rimkus Consulting 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 to Protective Order | 0.30 |
| 9.5.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC’s Ninth Supplement to Early Case Conference Witness and Exhibit List   | 0.30 |
| 9.5.17 | Review, Download & Save Plaintiffs’ Limited Opposition to Viking’s Motions to Associate Counsel on an OST   | 0.30 |
| 9.5.17 | Review, Download & Save SO – Subpoena Duces Tecum for the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company   | 0.30 |
| 9.5.17 | Review, Download & Save Amended Notice of Deposition of the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company Duces Tecum   | 0.30 |
| 9.5.17 | Email chain with Nunez, Pancoast, Sia re mediation  | 0.15 |
| 9.5.17 | Email to Bartlett re Amended Notice of 30(b)(6) deposition of Zurich  | 0.15 |
| 9.5.17 | Email to Hastings with additional documents for his review  | 0.15 |
| 9.5.17 | Email to Zamiski with additional documents for his review   | 0.15 |
| 9.5.17 | Email to Don Koch with additional documents for his review and review of his response   | 0.25 |
| 9.5.17 | Email to Crane Pomerantz with additional documents for his review   | 0.15 |
| 9.5.17 | Review email from client re load on link QA records and attachments   | 1.0  |
| 9.5.17 | Email chain with client re Viking design documents and response to client   | 0.25 |
| 9.5.17 | Review email from client re Vk457 production numbers from from 11/2013 to 11/2014   | 0.25 |



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

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| 9.5.17 | Review email from client re documents that the client would like emailed to him; review of file for documents and response | 1.25 |
| 9.5.17 | Review email from client re spring compression fraud   | 0.25 |
| 9.5.17 | Call with DSS  | 0.15 |
| 9.6.17 | Call with DSS  | 0.25 |
| 9.6.17 | Call with Pancoast   | 0.25 |
| 9.6.17 | Call with DSS  | 0.15 |
| 9.6.17 | Review email from DSS re adding additional topic to UL 30(b)(6) notice and response  | 0.15 |
| 9.6.17 | Review email from DSS to Bartlett re ZAIC subpoena and ZAIC position   | 0.40 |
| 9.6.17 | Review email and download deposition from Oasis Reporting (Martorano Vol.2)  | 0.25 |
| 9.6.17 | Review email from client re exhibits contained in Viking production and attachments and analyze                            | 1.5  |
| 9.6.17 | Review email from client re 12lb load on link info and testing   | 0.25 |
| 9.6.17 | Email chain with Pancoast, Sia, Ure re 8.23.17 DCRR and proposed changes   | 0.50 |
| 9.6.17 | Review email from client re weather expert's deception in his report and attachments                                       | 1.25 |
| 9.7.17 | Review email and download link from Jessica Rogers with Carnahan job file  | 0.25 |
| 9.7.17 | Review email from Sia re carrier at mediation  | 0.15 |
| 9.7.17 | Call with DSS  | 0.15 |
| 9.7.17 | Email to client link to Carnahan job file  | 0.15 |
| 9.7.17 | Email to Janet re not able to agree to home inspection after discussion with DSS   | 0.25 |
| 9.7.17 | Review email from client re UL follow up program and review of documents referenced in email                               | 1.20 |
| 9.7.17 | Review email from client re review of Pancoast disclosure and attachment   | 0.25 |
| 9.7.17 | Review email from client re Exponent billing   | 0.15 |
| 9.7.17 | Review email from client re emails contained in Rob Carnahan file and review of documents referenced in email              | 0.75 |



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| 9.7.17 | Email chain to DSS re Carnahan job file produced by Viking morning of deposition   | 0.25 |
| 9.7.17 | Review email and attachment from DSS document to include in Motion to Strike and response  | 0.25 |
| 9.7.17 | Email chain with DSS re mediation agreement  | 0.15 |
| 9.8.17 | Review email from DSS to Sia re Kinsale carrier present at mediation   | 0.15 |
| 9.8.17 | Review email from DSS re UL expert and request to finalize UL depo notice  | 0.15 |
| 9.8.17 | Email chain with DSS re 8/23/17 DCRR and Viking's proposed changes   | 0.25 |
| 9.8.17 | Review email from DSS re motions that need to be drafted   | 0.75 |
| 9.8.17 | Review email from DSS re new topics for UL depo notice and response  | 0.50 |
| 9.8.17 | Email chain with DSS re inspection of Mark Giberti job file by his lawyer  | 0.15 |
| 9.8.17 | Email chain with DSS re Motion to Strike Carnahan and Motion to Strike Rosenthal   | 0.50 |
| 9.8.17 | Email chain with DSS re ZAIC subpoena and response to ZAIC attorney  | 0.75 |
| 9.8.17 | Email chain with DSS re topics in UL depo notice that may violate protective order   | 1.5  |
| 9.8.17 | Review, Download & Save Subpoena Duces Tecum for Person Most Knowledgeable for Edgeworth Family Trust                                | 0.30 |
| 9.8.17 | Review, Download & Save Amended Notice of Taking Deposition of NRCP 30(b)(6) Person Most Knowledgeable Family Trust                  | 0.30 |
| 9.8.17 | Review, Download & Save Subpoena Duces Tecum for Person Most Knowledgeable for American Grating, LLC                                 | 0.30 |
| 9.8.17 | Review, Download & Save Amended Notice of Taking the Deposition of NRCP 30(b)(6) Person Most Knowledgeable for American Grating, LLC | 0.30 |
| 9.8.17 | Review, Download & Save Subpoena Duces Tecum for the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company   | 0.30 |



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

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| 9.8.17  | Review, Download & Save Amended Notice of Deposition of the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company Duces | 0.30 |
| 9.8.17  | Review, Download & Save Discovery Commissioners Report and Recommendations  | 0.30 |
| 9.8.17  | Review, Download & Save Amended Notice of Deposition for Kendrick Colin   | 0.30 |
| 9.8.17  | Review, Download & Save Subpoena Duces Tecum for Colin Kendrick   | 0.30 |
| 9.8.17  | Review, Download & Save Amended Notice of Deposition for Margaret Ho  | 0.30 |
| 9.8.17  | Review, Download & Save Subpoena Duces Tecum for Margaret Ho  | 0.30 |
| 9.8.17  | Email to Bartlett re Amended Notice of Zurich 30(b)(6) Notice   | 0.15 |
| 9.8.17  | Review email and attachments from client re the weight the link tears and analyze and discussion with DSS                                       | 1.5  |
| 9.8.17  | Email chain with client re PMK Depo   | 0.15 |
| 9.8.17  | Review email from client re impossible to calculate force to sheer link and analyze   | 0.50 |
| 9.8.17  | Email chain with client and DSS re Viking's UL expert and review attachments  | 0.50 |
| 9.8.17  | Review email from client re points he would like Hastings and Zamiski to address in their reports   | 0.25 |
| 9.8.17  | Review email from client re photo fraud and analysis of photo fraud document drafted by client  | 2.5  |
| 9.9.17  | Review email from client re requests from Viking before mediation and review of documents referenced in email                                   | 1.5  |
| 9.9.17  | Review email from client re admissions client would like from Viking and draft written discovery  | 1.5  |
| 9.9.17  | Email chain with client re history of VC, VIK and VIKZ  | 0.25 |
| 9.9.17  | Review email from DSS re additional topics for UL notice and response   | 0.25 |
| 9.10.17 | Email chain with client re all deposition dates scheduled and pending and response email after review of calendar and notices                   | 1.25 |



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| 9.10.17 | Review email from client re objection chart client created during Carnahan depo   | 0.50 |
| 9.10.17 | Review email and attachment from client re conversation with expert Zamisky re testing and overtightening of screw and anazlyse   | 0.50 |
| 9.11.17 | Email to Jessica Rogers re Olivas expert report with color photos   | 0.15 |
| 9.11.17 | Email to Debbie Holloman at JAMS re mediation agreement   | 0.15 |
| 9.11.17 | Email chain with Bartlett re amended deposition notice  | 0.25 |
| 9.11.17 | Email to Zamiski with additional documents for his review   | 0.15 |
| 9.11.17 | Email to Hastings with additional documents for his review  | 0.15 |
| 9.11.17 | Review email from client re mediation scheduling  | 0.15 |
| 9.11.17 | Review email from DSS to Pancoast re information Martorano promised in depo   | 0.15 |
| 9.11.17 | Email chain with DSS re 8/23/17 DCRR  | 0.25 |
| 9.11.17 | Email chain with DSS re Edgeworth case schedule   | 1.0  |
| 9.11.17 | Review, Download & Save Defendant Giberti Construction LLC 's Responses to The Viking Corporation's First Set of Interrogatories  | 0.30 |
| 9.11.17 | Review, Download & Save Third Party Defendant Giberti Construction LLC's Responses to Viking Corp's First Set of Request for Production   | 0.30 |
| 9.11.17 | Review, Download & Save Defendants the Viking Corp and Siupply Network, Inc.'s Motion to Compel Home Inspection and or in the Alternative Motion to Strike Portions of Expert Testimony and OST   | 0.30 |
| 9.12.17 | Review, Download & Save Non Party 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 | 0.30 |
| 9.12.17 | Call with Client  | 0.15 |
| 9.12.17 | Call with Client  | 0.15 |



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

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| 9.12.17 | Call with DSS  | 0.15 |
| 9.12.17 | Review, Download & Save Plaintiffs' Opposition to Defendants the Viking Corporation and Supply Network, Inc.'s Motion to Compel Home Inspection and Or in the Alternative Motion to Strike Portions of Expert Testimony on OST | 0.30 |
| 9.12.17 | Review, Download & Save RPLY- to Defendants the Viking Corp and Supply Network, Inc. dba Viking Supply Net's Opposition to Plaintiff's Motion to Amend the Complaint to Add Viking Group, Inc.                                 | 0.30 |
| 9.12.17 | Review, Download & Save Plaintiffs' Reply to Defendants the Viking Corp and Supply Network, Inc. dba Viking SupplyNet's Opposition to Plaintiffs Motion to Amend the Complaint to Add Viking Group, Inc.                       | 0.30 |
| 9.12.17 | Review, Download & Save Amended Notice of Taking Deposition of Angela Edgeworth  | 0.30 |
| 9.12.17 | Email chain with Zamiski re exhibits for Carnahan depo   | 0.15 |
| 9.12.17 | Review email from client re Suggs Report and his discussions with Giberti  | 0.15 |
| 9.12.17 | Email chain with client re Viking's motion to strike expert and motion to compel home inspection   | 0.25 |
| 9.12.17 | Review email from DSS re Opp to motion to compel inspection  | 0.15 |
| 9.12.17 | Review email from DSS re revised reply to motion to amend and response   | 0.15 |
| 9.12.17 | Email chain with DSS re motion to compel re heat powerpoint documents  | 0.15 |
| 9.12.17 | Review email from DSS to client re rebuttal to Suggs report  | 0.15 |
| 9.13.17 | Email chain with DSS re documents being sent to Zamiski  | 0.15 |
| 9.13.17 | Review email and attachment from DSS re documents to include in next ECC Supp and response   | 0.15 |
| 9.13.17 | Review email from DSS re documents he needs for hearing and response   | 0.15 |
| 9.13.17 | Review email from DSS re Michigan Viking employees amended depositions   | 0.15 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 9.13.17 | Review, Download & Save COMM to take out of State Deposition Harold Rodgers  | 0.30 |
| 9.13.17 | Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Harold Rodgers     | 0.30 |
| 9.13.17 | Review, Download & Save COMM to Take out of State Deposition UL Laboratories   | 0.30 |
| 9.13.17 | Review, Download & Save APCOM-Application for Issuance of Commission to Take Out of State Deposition UL Laboratories | 0.30 |
| 9.13.17 | Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition Tyco                  | 0.30 |
| 9.13.17 | Review, Download & Save COMM to Take Out of State Deposition Tyco  | 0.30 |
| 9.13.17 | Review, Download & Save Application of issuance of Commission to Take Out of State Deposition of Reliable            | 0.30 |
| 9.13.17 | Review, Download & Save to Take Out of State Deposition of Reliable  | 0.30 |
| 9.13.17 | Review, Download & Save COMM to Take Out of State Deposition Viking Group  | 0.30 |
| 9.13.17 | Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Viking Group       | 0.30 |
| 9.13.17 | Review, Download & Save Amended Order Setting Civil Jury Trial   | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for Scott Franson   | 0.30 |
| 9.13.17 | Review, Download & Save Amended Notice of Video Deposition of Scott Franson Duces Tecum                              | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for Jeff Norton   | 0.30 |
| 9.13.17 | Review, Download & Save Amended Notice of Video Deposition of Jeff Norton Duces Tecum                                | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for James Golinveaux  | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for Sherri Simmons  | 0.30 |



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| 9.13.17 | Review, Download & Save Amended Notice of Video Deposition of James Golinveaux Duces Tecum   | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for Tom O'Connor  | 0.30 |
| 9.13.17 | Review, Download & Save Amended Notice of Video Deposition to Tom O'Connor   | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for Mike Bosma  | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for Devine ODell  | 0.30 |
| 9.13.17 | Review, Download & Save Amended Notice of Video Deposition of Mike Bosma Duces Tecum   | 0.30 |
| 9.13.17 | Review, Download & Save Amended Notice of Video Deposition of Devin ODell  | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for Kevin Ortyl   | 0.30 |
| 9.13.17 | Review, Download & Save Amended Notice of video Deposition of Kevin Ortyl Duces Tecum  | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for Doug Bensinger  | 0.30 |
| 9.13.17 | Review, Download & Save Notice of Video Deposition of Doug Bensinger Duces Tecum   | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for Harold Rogers   | 0.30 |
| 9.13.17 | Review, Download & Save Amended Notice of Video Deposition of Harold Rogers Duces Tecum  | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for 30(b)(6) of the Designees of Underwriters Laboratories                                  | 0.30 |
| 9.13.17 | Review, Download & Save Plaintiffs' Amended Notice of Entry Upon Land / Site Inspection  | 0.30 |
| 9.13.17 | Review, Download & Save Plaintiffs' 5 <sup>th</sup> Set of Requests for Production to Defendants the Viking Corporation                  | 0.30 |
| 9.13.17 | Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of Underwriters Laboratories, Inc. | 0.30 |



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| 9.13.17 | Review, Download & Save Plaintiffs' 4 <sup>th</sup> Set of Interrogatories to Defendants the Viking Corporation                                     | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for NRCP 30(b)(6) of Designees of Viking Group, Inc.   | 0.30 |
| 9.13.17 | Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of Viking Group, Inc.                         | 0.30 |
| 9.13.17 | Review, Download & Save Plaintiffs' 4 <sup>th</sup> Set of Requests for Admission to Defendants the Viking Corp                                     | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for NRCP 30(b)(6) of Designees of Tyco Fire Protection Products  | 0.30 |
| 9.13.17 | Review, Download & Save Subpoena Duces Tecum for NRCP 30(b)(6) of Designees of Reliable Automatic Sprinkler Company, Inc                            | 0.30 |
| 9.13.17 | Review, Download & Save Notice of video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) Of Designees of Tyco Fire Protection Products              | 0.30 |
| 9.13.17 | Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of Reliable Automatic Sprinkler Company, Inc. | 0.30 |
| 9.13.17 | Review, Download & Save Order Admitting to Practice (Kenton L. Robinson)  | 0.30 |
| 9.13.17 | Review, Download & Save Order Admitting to Practice ( John W. McConnell III)  | 0.30 |
| 9.13.17 | Review email from Sia re current fees and costs   | 0.15 |
| 9.13.17 | Review email from Robinson re deposition dates for Zamiski, Hastings, Olivas  | 0.15 |
| 9.14.17 | Email chain with Robinson re Simmons deposition notice  | 0.25 |
| 9.14.17 | Email chain with Ure re Giberti inspection of documents at office   | 0.25 |
| 9.14.17 | Email to Zamiski with additional documents for his review   | 0.15 |
| 9.14.17 | Review email from Don Koch re documents and his position  | 0.25 |



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| 9.14.17 | Review email and attachment from client re Bert Howe report   | 1.0  |
| 9.14.17 | Email chain with client re documents Zamiski needs  | 1.0  |
| 9.14.17 | Review email and attachments re investor emails   | 0.25 |
| 9.14.17 | Review email from client re Howe report   | 0.15 |
| 9.14.17 | Call with Client  | 0.15 |
| 9.14.17 | Call with Client  | 0.40 |
| 9.14.17 | Email chain with client re discussion about hearing   | 0.15 |
| 9.14.17 | Email to Crane Pomerantz with additional documents for his review   | 0.25 |
| 9.14.17 | Review, Download & Save 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 Protective Order | 0.30 |
| 9.14.17 | Review, Download & Save Defendant the Viking Corporation’s Responses to Plaintiffs Third Interrogatories  | 0.30 |
| 9.14.17 | Review, Download & Save Defendant the Viking Corporation’s Responses to Plaintiffs’ Third Requests for Production of Documents  | 0.30 |
| 9.14.17 | Review, Download & Save Defendant The Viking Corporation’s Responses to Plaintiffs’ Second Requests for Admissions  | 0.30 |
| 9.14.17 | Review, Download & Save Amended Notice of Taking the Deposition of Angela Edgeworth   | 0.30 |
| 9.14.17 | Review, Download & Save Third Party Defendant Giberti Construction, LLC’s Third Supplement to its Initial Early Case Conference Disclosure of Documents and Witnesses   | 0.30 |
| 9.14.17 | Email chain with DSS re Ure coming to inspect Giberti file  | 0.15 |
| 9.14.17 | Review email and attachment from DSS re PMK depo pages from client for motion to strike   | 0.25 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 9.14.17 | Review email from DSS re new dates to send to Robinson re expert depositions                                     | 0.15 |
| 9.15.17 | Review email and attachment from DSS re Viking BlazeMaster piping ratings attachment and request to send to Koch | 0.25 |
| 9.15.17 | Review email and attachment from DSS re allowable attic temps and request to send to Koch                        | 0.25 |
| 9.15.17 | Review email from DSS to Bartless re ZAIC subpoena   | 0.15 |
| 9.15.17 | Email chain with DSS re exhibits for Angela's depo   | 0.15 |
| 9.15.17 | Email chain with DSS re depo notice of Nate Wittasek   | 0.25 |
| 9.15.17 | Email chain with DSS re sending Pancoast UL letter to all experts  | 0.20 |
| 9.15.17 | Email chain with DSS re 2.34 for Viking re deficient written discovery responses                                 | 0.15 |
| 9.15.17 | Email chain with DSS re Viking's "searchable index"  | 0.25 |
| 9.15.17 | Email chain with DSS re subjects for Viking 30(b)(6) about minimax   | 0.30 |
| 9.15.17 | Review, Download & Save Amended Notice of Telephonic 2.34 Conference with Viking Defendants                      | 0.30 |
| 9.15.17 | Review, Download & Save Notice of Telephonic 2.34 Conference with Viking Defendants                              | 0.30 |
| 9.15.17 | Review, Download & Save Amended Notice of Taking Deposition of Sherri Simmons Duces Tecum                        | 0.30 |
| 9.15.17 | Email to Hastings with additional documents for his review   | 0.15 |
| 9.15.17 | Email chain with client re hourly temps and info sent to Koch  | 0.25 |
| 9.15.17 | Review email and link from Don Koch for DSS  | 0.25 |
| 9.15.17 | Email to Zamiski with additional documents for his review  | 0.15 |
| 9.15.17 | Email to Don Koch with additional documents for his review   | 0.15 |
| 9.15.17 | Review email and attachment from client re UL Testing descriptions   | 1.25 |
| 9.15.17 | Email to Crane Pomerantz with additional documents for his review  | 0.15 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 9.16.17 | Call with DSS  | 0.15 |
| 9.17.17 | Email chain and attachments with client and DSS re what documents experts need   | 1.0  |
| 9.17.17 | Email to Don Koch requesting CV for expert disclosure  | 0.15 |
| 9.17.17 | Review email from client re David Suggs report and response  | 0.25 |
| 9.17.17 | Review email and attachment from DSS re Brian Garelli CV   | 0.15 |
| 9.17.17 | Email chain with DSS re adding depo testimony in Carnahan motion to compel   | 0.15 |
| 9.18.17 | Email chain with DSS re documents being sent to Hastings   | 0.15 |
| 9.18.17 | Review email from DSS re stuff to add to Carnahan motion to compel   | 0.20 |
| 9.18.17 | Review email from DSS re changing Rosenthal motion to OST and response   | 0.15 |
| 9.18.17 | Review email from DSS re providing expert depo dates for Olivas to Robinson and response   | 0.15 |
| 9.18.17 | Email chain with DSS re Brian Garelli documents for expert disclosure  | 0.20 |
| 9.18.17 | Review email from DSS re Colin Kendrick depo   | 0.15 |
| 9.18.17 | Review email from DSS re documents sent by client and request to forward to Koch   | 0.15 |
| 9.18.17 | Call with Client   | 0.15 |
| 9.18.17 | Call with Client   | 0.15 |
| 9.18.17 | Email chain with DSS re meet and confer with Pancoast on motion to compel  | 0.20 |
| 9.18.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's Rebuttal Designation of Expert Witnesses and Reports (E-file- no reports attached)    | 0.30 |
| 9.18.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's Rebuttal Designation of Expert Witnesses and Reports (Service only- reports attached) | 0.30 |
| 9.18.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc's 13 <sup>th</sup> Supplemental Disclosures Pursuant to NRCP 16(a)(1)                    | 0.30 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 9.18.17 | Review, Download & Save The Viking Corporation and Supply Network, Inc's Supplemental Designation of Expert Witness   | 0.30 |
| 9.18.17 | Review, Download & Save Lange Plumbing's 10 <sup>th</sup> Supplemental 16.1 Disclosures   | 0.30 |
| 9.18.17 | Review, Download & Save Lange Plumbing's Designation of Rebuttal Expert Witnesses   | 0.30 |
| 9.18.17 | Review, Download & Save Notice of Deposition of Gerald Zamiski  | 0.30 |
| 9.18.17 | Review, Download & Save Notice of Deposition of Kevin Hastings  | 0.30 |
| 9.18.17 | Review, Download & Save Notice of Taking Deposition – John Olivas   | 0.30 |
| 9.18.17 | Review, Download & Save Third Party Defendant Giberti Construction, LLC's 4 <sup>th</sup> Supplement to its Initial Early Case Conference Disclosure of Documents and Witnesses | 0.30 |
| 9.18.17 | Review, Download & Save Third Party Defendant Giberti Construction, LLC's Designation of Rebuttal Expert Witnesses  | 0.30 |
| 9.18.17 | Review email and download rough deposition from Oasis Reporting (Angela Edgeworth)  | 0.25 |
| 9.18.17 | Review email from Colin Kendrick re deposition  | 0.15 |
| 9.18.17 | Review email and respond to email from Bill LaBorde with Oasis re rough transcript  | 0.15 |
| 9.18.17 | Email chain with Bartlett re meet and confer  | 0.25 |
| 9.18.17 | Review email from client re American Grating hourly billing rate  | 0.15 |
| 9.18.17 | Review email from client re disagreement with Zamiski report and calculations why it was more than 1 turn and analysis  | 0.20 |
| 9.18.17 | Email to Hastings with additional documents for his review  | 0.15 |
| 9.18.17 | Review email and attachment from client re NFPA13D  | 0.25 |
| 9.18.17 | Email to client re pics Hastings is using in his report   | 0.15 |



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

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| 9.18.17 | Review email and attachment from client re torn link  | 0.25 |
| 9.18.17 | Review and respond to email from Evelyn Chun re expert depo dates   | 0.15 |
| 9.18.17 | Email to Don Koch with additional documents for his review  | 0.25 |
| 9.19.17 | Review and respond to email from Jason Reese re receipt fo Don Koch report  | 0.15 |
| 9.19.17 | Email to Pancoast re confirmation of DeLARosa depo  | 0.15 |
| 9.19.17 | Review email from Robinson re calling him for all future 2.34 conferences   | 0.15 |
| 9.19.17 | Email to Hastings re deposition notice  | 0.15 |
| 9.19.17 | Email to Olivas re deposition notice  | 0.15 |
| 9.19.17 | Email to Zamiski re deposition notice   | 0.15 |
| 9.19.17 | Email chain with client re Rosenthal and heat article cited   | 0.75 |
| 9.19.17 | Email to client re rebuttal reports uploaded to dropbox   | 0.15 |
| 9.19.17 | Email to Sia re vacating depo of Mr. Cameron  | 0.15 |
| 9.19.17 | Review email and attachment from client re the number of hours temp was over 100  | 0.50 |
| 9.20.17 | Email to Hastings with additional documents for his review  | 0.15 |
| 9.20.17 | Review email from client re questions for Mark Giberti depo   | 0.25 |
| 9.20.17 | Review email from client re Howe Report and analysis of email, Howe report and discussion with DSS  | 2.5  |
| 9.20.17 | Email chain with client re city of Henderson inspection report  | 0.15 |
| 9.20.17 | Review, Download & Save Plaintiffs' Motion to Compel Testimony and Evidence of Defendants, the Viking Corporation and Supply Network, Inc. dba Viking Supplynet 's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST | 0.30 |
| 9.20.17 | Review, Download & Save Notice of Vacating Video Deposition of Custodian of Records for Rinkus Consulting Group, Inc.   | 0.30 |
| 9.20.17 | Review, Download & Save Notice of Vacating Video Deposition of James Cameron  | 0.30 |



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| 9/20/17 | Attend Hearing re: Motion to Compel Rimkus Depo and  | 5.25 |
| 9/20/17 | Draft and serve notice to vacate COR depo of Rimkus  | 0.5  |
| 9.20.17 | Review email from DSS requesting Pomerantz report be sent to Hastings  | 0.15 |
| 9.20.17 | Review email from DSS re lawyers in Riverside to represent us for Harold Rodgers depo  | 0.15 |
| 9.21.17 | Email chain with DSS re drafting MSJ against Lange only  | 0.15 |
| 9.21.17 | Email chain with DSS re email from Kreason about cabinets and fireplace  | 0.25 |
| 9.21.17 | Call with DSS  | 0.25 |
| 9.21.17 | Email chain with DSS re call with Hastings re Pomerantz report   | 0.15 |
| 9.21.17 | Review, Download & Save Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Expert Jay Rosenthal on OST | 0.30 |
| 9.21.17 | Review, Download & Save Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC . Only   | 0.30 |
| 9/21/17 | Draft Motion to Strike   | 2.5  |
| 9/21/17 | Draft order granting motion to amend complaint   | 1.25 |
| 9/21/17 | Revise, pull exhibits and serve MSJ against Lange Plumbing   | 2.25 |
| 9.21.17 | Email chain with client re dba of Giberti construction   | 0.15 |
| 9/22/17 | Discuss case and strategy with DSS   | 1.0  |
| 9/22/17 | Draft Motion to Strike   | 3.0  |
| 9/22/17 | Review Viking's Third Supplemental Answers to Plaintiffs' 1 <sup>st</sup> set of Rogs  | 0.5  |
| 9/22/17 | Review Viking's Responses to Plaintiffs' 3 <sup>rd</sup> Set of RFAs   | 0.25 |
| 9/22/17 | Review Viking's Responses to Plaintiffs' 3 <sup>rd</sup> Set of RFPs   | 0.25 |
| 9/22/17 | Draft and Serve Plaintiffs' 10 <sup>th</sup> ECC Supplement  | 1.0  |
| 9.22.17 | Review email from Bill LaBorde re Giberti rough transcript   | 0.15 |
| 9.22.17 | Review email from Bartlett re ZAIC subpoena  | 0.15 |



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| 9.22.17 | Review email and attachment from client re UL test for load on link and client's analysis   | 0.75 |
| 9.22.17 | Email chain with DSS re additional points for motion to strike  | 0.50 |
| 9.22.17 | Email chain with DSS and client re actual fireplace repair costs  | 0.15 |
| 9.22.17 | Review, Download & Save Defendants The Viking Corp and Supply Network , Inc.'s 14 <sup>th</sup> Supplemental Disclosure Pursuant to NRCP 16.1                                       | 0.30 |
| 9.22.17 | Review, Download & Save Defendant The Viking Corporation's Second Supplemental Responses to Plaintiffs' Second Set of Interrogatories   | 0.30 |
| 9.22.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC 10 <sup>th</sup> Supplement to Early Case Conference Witness and Exhibit List                    | 0.30 |
| 9.22.17 | Review, Download & Save Defendant The Viking Corporation's Response to Plaintiffs' Requests for Production of Documents, Set Four   | 0.30 |
| 9.22.17 | Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs' Requests for Admission, Set Three   | 0.30 |
| 9.22.17 | Review, Download & Save Amended Notice of Taking the Deposition of Brian Edgeworth and NRCP 30(b)(6) Person Most Knowledgeable for Edgeworth Family Trust and American Grating, LLC | 0.30 |
| 9.22.17 | Review, Download & Save Notice of Vacating the Deposition of Person Most Knowledgeable for American Grating, LLC 10.5.17  | 0.30 |
| 9.22.17 | Review, Download & Save Defendants The Viking Corporation's Second Supplemental Answers to Plaintiffs' First Set of Interrogatories   | 0.30 |
| 9.22.17 | Review, Download & Save ROC of Plaintiffs' motion to exclude Rosenthal on OST   | 0.30 |



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| 9.22.17 | Review, Download & Save ROC of Plaintiff's motion for Summary Judgement on OST  | 0.30 |
| 9.22.17 | Email chain with client re written discovery responses and request for documents  | 0.25 |
| 9.22.17 | Review email from client re UL testing and load on link analysis  | 0.50 |
| 9.23.17 | Review email from client re amended list of activations and review documents identified in email  | 1.0  |
| 9.23.17 | Review email and attachments from client re load on link argument and analyze   | 1.5  |
| 9.24.17 | Review email from client re activation list and review documents identified in email  | 1.25 |
| 9.25.17 | Email chain from client re Glen Rigdon entering property and respond  | 0.50 |
| 9/25/17 | Revise and pull exhibits Motion to Strike on OST  | 3.5  |
| 9/25/17 | Review Viking's Second Supplemental Answers to Plaintiffs' 2 <sup>nd</sup> set of Rogs  | 0.5  |
| 9/25/17 | Draft DCRR for 9/20/17 Hearing  | 1.25 |
| 9/25/17 | Draft DCRR for 9/13/17 Hearing  | 1.25 |
| 9/26/17 | Prepare and attend Raul DeLa Rosa Deposition  | 3.25 |
| 9.26.17 | Call with Client  | 0.15 |
| 9.26.17 | Call with DSS   | 0.10 |
| 9.26.17 | Call with DSS   | 0.10 |
| 9/26/17 | Review Giberti's Joinder to Motion to Compel Carnahan   | 0.25 |
| 9/26/17 | Draft and serve Amended Notice to COR of Zurch  | 0.25 |
| 9/26/17 | Review Viking's 14th ECC Supplement   | 2.0  |
| 9.26.17 | Review email and download deposition from Oasis Reporting (Angela Edgeworth)  | 0.25 |
| 9.26.17 | Email chain with Robinson re deposition scheduling of Viking employees for October 25 <sup>th</sup> and 26 <sup>th</sup> and review of calendar | 0.25 |
| 9.26.17 | Email to Pancoast requesting production of documents referenced in De La Rosa Depo  | 0.15 |
| 9.26.17 | Email to Robinson re confirmation all known activations   | 0.15 |
| 9.26.17 | Review email from Bartlett re extension to produce list of activations and deposition date  | 0.15 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 9.26.17 | Review, Download & Save Subpoena Duces Tecum for the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company  | 0.30 |
| 9.26.17 | Review, Download & Save Amended Notice of Taking Deposition of the NRCP (B)(6) Person Most Knowledgeable for Zurich American Insurance Company Duces Tecum  | 0.30 |
| 9.26.17 | Review, Download & Save Third Party Defendant Gilberti Construction LLC Joinder to Plaintiffs Motion to Compel Testimony and Evidence of Defendants, The Viking Corp and Supply Net Inc. dba Viking Supply Net Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST | 0.30 |
| 9.27.17 | Review, Download & Save DCRR  | 0.30 |
| 9.27.17 | Review, Download & Save DCRR  | 0.30 |
| 9.27.17 | Review, Download & Save DCRR  | 0.30 |
| 9.27.17 | Email to Janet re missing VIKZ documents from supplemental production   | 0.15 |
| 9.27.17 | Email to Bartlett re Amended Deposition Notice of 30(b)(6) of Zurich  | 0.15 |
| 9.27.17 | Review email from client re VIKZ docs that contain credit applications. Review documents. Respond   | 0.50 |
| 9.27.17 | Review and respond to email from Jessica Rogers re Viking's 14 <sup>th</sup> ECC Supp   | 0.15 |
| 9.27.17 | Review email from client re Viking's PMK written statements re number of activations. Review of VIKZ documents  | 0.75 |
| 9.27.17 | Review email and excel attachment of water damage claim. Respond.   | 0.50 |
| 9.27.17 | Review email from client re documents he dropped off at office  | 0.50 |
| 9/27/17 | Review Viking's 14th ECC Supplement   | 2.25 |
| 9/27/17 | Finalize and pull exhibits for Motion to Strike Viking's Answer   | 4.0  |
| 9.27.17 | Review email from DSS re printing email from Robinson for motion and response   | 0.15 |
| 9.28.17 | Review email from DSS re points for our reply to the motion to strike and response  | 0.20 |
| 9.28.17 | Email chain with DSS re filing motion to strike and affidavit   | 0.25 |



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| 9.28.17 | Review email and attachment from DSS re technical data sheet  | 0.15 |
| 9.28.17 | Review, Download & Save Third Party Defendant Gilberti Corp LLC Joinder to Exclude Defendants, The Viking Corp and Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on OST | 0.30 |
| 9.28.17 | Review, Download & Save Amended Notice of Taking Deposition of Brian Edgeworth [Time Only]  | 0.30 |
| 9.28.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC.'s 11 <sup>th</sup> Supplement to Early Case Conference Witnesses and Exhibit List                       | 0.30 |
| 9/28/17 | Draft and serve Plaintiffs' 11 <sup>th</sup> ECC Supplement   | 1.5  |
| 9.28.17 | Review email from client re ISO certification process   | 0.25 |
| 9.28.17 | Email chain with client re order from court re Glen Rigdon and response   | 0.15 |
| 9.28.17 | Email chain with client re: all supporting documents for calculations of damages  | 0.25 |
| 9/28/17 | Draft and send over Motion to De-Designate Confidentiality on OST   | 4.25 |
| 9.28.17 | Call with Client  | 0.15 |
| 9.28.17 | Call with Client  | 0.15 |
| 9.28.17 | Call with Client  | 0.25 |
| 9.29.17 | Call with DSS   | 0.25 |
| 9/29/17 | Draft written discovery to Lange Plumbing (punitive)  | 1.0  |
| 9.29.17 | Review email from Sia re Lange expert depo dates  | 0.15 |
| 9.29.17 | Email chain with Robinson re October 26 deposition dates and alternative dates for Viking employees and review of calendar  | 0.25 |
| 9.29.17 | Email to Sia, Pancoast, Nunez re draft 9.13.17 DCRR   | 0.15 |
| 9.29.17 | Email chain with Max Couvillier and Janet Pancoast re the draft DCRR for 9.20.17 hearing and analysis and Max's proposed changes  | 0.75 |
| 9.29.17 | Email chain with DSS re scheduling Carnahan depo  | 0.25 |



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| 9.29.17 | Review email from DSS re date mediation briefs due   | 0.15 |
| 9.29.17 | Email chain with DSS re draft DCRRs (9.13.17 and 9.20.17)  | 0.50 |
| 9.29.17 | Review email from DSS requesting digital photos of damage and response   | 0.15 |
| 9.29.17 | Email chain with DSS re drafting Lange written discovery for punitive damages and draft requests   | 0.20 |
| 9.29.17 | Review, Download & Save Plaintiffs' 2 <sup>nd</sup> Set of Requests for Production to Lange Plumbing, LLC  | 0.30 |
| 9.29.17 | Review, Download & Save Plaintiffs' 2 <sup>nd</sup> Set of Interrogatories to Defendant Lange Plumbing, LLC  | 0.30 |
| 9.29.17 | Review, Download & Save Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time  | 0.30 |
| 9.29.17 | Review, Download & Save OST – Plaintiffs' Motion to De-Designate Viking Confidentiality of Their Documents on an OST                                 | 0.30 |
| 9/29/17 | Review Viking's 14th ECC Supplement  | 1.5  |
| 9/29/17 | Review Giberti's Joinder for MIL to Exclude Rosenthal  | 0.25 |
| 9/29/17 | Review proposed changes and revise DCRR for 9/20/17 Hearing  | 0.5  |
| 9/29/17 | Review proposed changes and revise DCRR for 9/13/17 Hearing  | 0.5  |
| 9/29/17 | Draft mediation brief  | 2.25 |
| 9.30.17 | Review email from client re VK494  | 0.25 |
| 10.1.17 | Review email and attachment created by client of the number VK457 activations  | 0.50 |
| 10/2/17 | Draft motion to de-designate   | 2.5  |
| 10/2/17 | Research and draft motion to reconsider pro hac  | 3.0  |
| 10.2.17 | Review email and attachment with DSS re Glen Rigdon and a motion to exclude him as an expert   | 0.25 |
| 10.2.17 | Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiffs' Motion in Limine to Exclude Expert, Jay Roenthal | 0.30 |



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| 10.2.17 | Review, Download & Save Third party Defendant Gilberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of their Documents on an Order Shortening Time | 0.30 |
| 10.2.17 | Review, Download & Save Discovery Commissioners Report and Recommendations   | 0.30 |
| 10.2.17 | Review, Download & Save ROC – Plaintiff's Motion to De-designate confidentiality   | 0.30 |
| 10.2.17 | Review, Download & Save ROC-Plaintiffs' Motion to Strike Viking's Answer   | 0.30 |
| 10.2.17 | Review email and download deposition from Oasis Reporting (Rough of Brian Edgeworth)   | 0.25 |
| 10.2.17 | Review email from client re the BR Stewart article and the incorrect heat analysis. Review all documents listed in email and discuss with DSS  | 2.0  |
| 10.2.17 | Review email from client re photos of claims of other VK457s. Then review file in dropbox  | 1.25 |
| 10.2.17 | Review email from client and attachment re Viking's letter to fire marshall about "very limited number of activations."  | 0.50 |
| 10.3.17 | Email to Sia, Pancoast, Nunez re no objections to 9.13.17 DCRR and advise when signature page ready for pick up  | 0.15 |
| 10.3.17 | Review email from Ure re hearing   | 0.15 |
| 10.3.17 | Review email from Ure re signature page pick up for Order to Amend   | 0.15 |
| 10.3.17 | Review email from client and schedule A of EFT for ECC disclosure  | 0.25 |
| 10.3.17 | Review email from client re Rosenthal hearing  | 0.15 |
| 10.3.17 | Review and respond to email from Nicole Garcia re signature pages for Ure ready to pick up   | 0.15 |
| 10.3.17 | Review email and attachment from client re client's list of activations  | 0.25 |



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| 10.3.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiff's Motion to De- Designate Viking's Confidentiality of their Documents on OST  | 0.30 |
| 10.3.17 | Review, Download & Save Plaintiffs' 3 <sup>rd</sup> Set of Requests for Production to Lange Plumbing, LLC  | 0.30 |
| 10.3.17 | Review, Download & Save Plaintiffs' 3 <sup>rd</sup> Set of Interrogatories to Defendant Lange Plumbing, LLC.   | 0.30 |
| 10.3.17 | Review, Download & Save 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 | 0.30 |
| 10.3.17 | Review email from DSS re written discovery to Lange that we need to draft and serve  | 0.25 |
| 10.3.17 | Email chain with DSS re Schedule A of EFT and supplementing in ECC   | 0.15 |
| 10.3.17 | Email chain with DSS re Max Couvillier changes to DCRR   | 0.25 |
| 10.3.17 | Review email and attachment from DSS forwarding Viking's Opp to Motion to Compel Carnahan  | 0.25 |
| 10/3/17 | Review Viking's Opposition to MIL to exclude Rosenthal   | 0.5  |
| 10/3/17 | Prepare and Attend Hearing re: MIL to exclude Rosenthal  | 2.0  |
| 10/3/17 | Prepare and serve written discovery to Lange Plumbing  | 0.5  |
| 10/3/17 | Draft mediation brief  | 2.0  |
| 10/3/17 | Review Giberti's Joinder to Motion to De-Designate Confidentiality   | 0.25 |
| 10/3/17 | Review Viking's Opposition to Motion to Compel Carnahan and Email DSS my reply points  | 1.0  |
| 10/3/17 | Review and revise 9/20/17 DCRR with Max's comments   | 0.5  |
| 10/4/17 | Draft and Serve Plaintiffs' 12 <sup>th</sup> ECC Supplement  | 1.0  |



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| 10/4/17 | Prepare and attend hearing on Motion to Compel Carnahan and Motion to De-designate   | 3.5  |
| 10/4/17 | Finalize and pull exhibits for mediation brief   | 2.5  |
| 10/4/17 | Finalize and serve Motion to Reconsider Order Granting Motion for Pro Hac Vice   | 1.5  |
| 10.4.17 | Email to Pancoast, Sia, Nunez re revised 9.13.17 DCRR  | 0.15 |
| 10.4.17 | Review email from Max Couvillier re 9.20.17 DCRR signature page  | 0.15 |
| 10.4.17 | Review email from client re phone call with fire marshal James Carver and link to Omega case. Analysis   | 0.50 |
| 10.4.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Granting, LLC.'s 12 <sup>th</sup> Supplement to Early Case Conference Witnesses and Exhibit List | 0.30 |
| 10.4.17 | Review, Download & Save Plaintiffs' Motion to Reconsider Order Granting The Viking Defendants Motion to Associate Counsel  | 0.30 |
| 10.5.17 | Review, Download & Save Transcripts of All Pending Motions – Heard on August 23, 2017  | 0.30 |
| 10.5.17 | Review email and download deposition from Oasis Reporting (Giberi)   | 0.25 |
| 10.5.17 | Call with DSS  | 0.10 |
| 10.5.17 | Review email from client re defendant's purchasing 645 Saint Croix   | 0.15 |
| 10.6.17 | Review, Download & Save Third Party Defendant Gilberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST                               | 0.30 |
| 10.6.17 | Review, Download & Save Subpoena Duces Tecum for the Person Most Knowledgeable for Zurich American Insurance Company   | 0.30 |
| 10.6.17 | Review, Download & Save Final Amended Notice of Taking Deposition for The Person Most Knowledgeable for Zurich American Insurance Company                              | 0.30 |



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| 10.6.17  | Email chain from Bartlett re extension to produce list of activations and deposition date   | 0.25 |
| 10.6.17  | Email chain with DSS re Amended ZAIC Notice and SDT   | 0.15 |
| 10.9.17  | Review email from DSS to Sia re Lange's extension to respond to MSJ against Lange only  | 0.15 |
| 10.9.17  | Review email and attachments from DSS to client re demand sheets for mediation  | 0.25 |
| 10/9/17  | Review file and pull documents for meeting with mediator  | 1.5  |
| 10/9/17  | Meet with Mediator to Discuss Case  | 1.5  |
| 10/9/17  | Review Giberti's Joinder to Motion to Strike Viking's Answer  | 0.25 |
| 10.9.17  | Review email and download deposition from Oasis Reporting (DeLaRosa)  | 0.25 |
| 10.9.17  | Review email and download deposition from Oasis Reporting (Kendrick)  | 0.25 |
| 10.9.17  | Email chain from Sia re extension for Opp to MSJ  | 0.15 |
| 10.9.17  | Review email from client re Edgeworth lawsuit history   | 0.15 |
| 10.9.17  | Review email from client re minimax and shareholders with links   | 0.25 |
| 10.9.17  | Email chain with client re: history of activation perjury and response  | 0.25 |
| 10.10.17 | Review email from client and attachments re VK457 activation list   | 0.25 |
| 10.10.17 | Review email from client re upcoming hearing dates and response after review of calendar  | 0.25 |
| 10.10.17 | Review email from client re demand sheet for 1 <sup>st</sup> mediation  | 0.20 |
| 10.10.17 | Call with DSS   | 0.15 |
| 10/10/17 | Attend Mediation at JAMS with Floyd Hale  | 4.0  |
| 10.10.17 | Review, Download & Save Notice of Vacating Video Deposition of NRCP 30(B)(6) of Designees of Tyco Fire Protection Products            | 0.30 |
| 10.10.17 | Review, Download & Save Notice of Taking Video Deposition of NRCP 30(B)(6) of Designees of Reliable Automatic Sprinkler Company, Inc. | 0.30 |



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

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| 10.11.17 | Review, Download & Save Service of Zurich American Insurance Company's Objections and Statements in Response to Amended NRCP 30(B)(6) Person Most Knowledgeable  | 0.30 |
| 10.11.17 | Review, Download & Save Zurich American Insurance Company's Objections and Statements in Response to Amended Subpoena Duces Tecum  | 0.30 |
| 10.11.17 | Review, Download & Save COMM to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc.  | 0.30 |
| 10.11.17 | Review, Download & Save Application to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc.   | 0.30 |
| 10.11.17 | Review, Download & Save Declaration of Janet C. Pancoast in Support of Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time                                   | 0.30 |
| 10.11.17 | Review, Download & Save 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 | 0.30 |
| 10.11.17 | Review, Download & Save Subpoena Duces Tecum for 30(B)(6) of the Designees of Underwriters Laboratories  | 0.30 |
| 10.11.17 | Review, Download & Save Amended Notice of Taking Deposition Duces Tecum Pursuant to NRCP 30(B)(6) of Designees of Underwriters Laboratories, Inc.  | 0.30 |
| 10.11.17 | Review, Download & Save Exhibits to Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Bifurcate Trial   | 0.30 |
| 10.11.17 | Review, Download & Save Defendant Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Motion to Bifurcate Trial and Countermotion to Strike   | 0.30 |



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

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| 10.11.17 | Review email and attachment from Rose Hernandez Zurich's objections to SDT  | 0.15 |
| 10.11.17 | Review email from Robinson re Ortyl's last known address  | 0.15 |
| 10.11.17 | Review email from Bartlett re extension to produce list of activations and deposition date                                      | 0.15 |
| 10.11.17 | Review email from client re portion of Viking's brief and response to client  | 0.25 |
| 10.11.17 | Review email from client re his thoughts on Viking's Opp to Motion to Strike and analyze thoughts                               | 0.50 |
| 10.11.17 | Email chain with client re depositions on calendar and response   | 0.50 |
| 10.11.17 | Review email from client re Glen Rigdon entrance into neighborhood and order from judge and response                            | 0.15 |
| 10.11.17 | Email chain with client and DSS re Lange's Opposition to MSJ  | 0.50 |
| 10.11.17 | Review email from client re Margaret Ho's depo and response   | 0.15 |
| 10.11.17 | Review email from client re opps to MSJ and response  | 0.15 |
| 10.11.17 | Email chain with client, DSS, Sia and Mark re Lange's payment   | 0.15 |
| 10.11.17 | Email from client re how payment between AG and EFT is recorded and analyzed for argument in MSJ                                | 0.50 |
| 10.11.17 | Email to Bartlett re denial of any further extensions to produce list of activations  | 0.15 |
| 10.11.17 | Review email from client re MiniMax/Viking Credit Status  | 0.15 |
| 10.11.17 | Email chain with DSS re phone message from Pancoast   | 0.15 |
| 10/11/17 | Draft and serve amended notice, SDT, application to take depo out of state and commission to take depo out of state for UL Labs | 1.5  |
| 10/11/17 | Phone call with service company in Chicago Illinois for UL Lab Subpoena   | 0.25 |
| 10/11/17 | Review and analyze Lange's Opposition to Motion for Summary Judgment  | 1.25 |
| 10/12/17 | Review Zurich's Objections and Responses to PMK Depo and SDT  | 1.0  |



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

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| 10/12/17 | Take Notice of Non-Appearance for Zurich PMK   | 0.5  |
| 10/12/17 | Review and analyze Viking's Opposition to the Motion to Strike Answer  | 1.25 |
| 10/12/17 | Draft and re-serve all Viking employee depositions, Harold Rogers and Viking Group; email discussions with Robinson re: depo times                 | 3.0  |
| 10.12.17 | Review forwarded emails from Wiznet from DSS re filed transcripts  | 0.15 |
| 10.12.17 | Call with Client   | 0.25 |
| 10.12.17 | Review, Download & Save COMM to Take out of State Deposition for Harold Rodgers  | 0.30 |
| 10.12.17 | Review, Download & Save COMM to Take Out of State Deposition of Person Most Knowledgeable for Viking Group Inc.                                    | 0.30 |
| 10.12.17 | Review, Download & Save Application for Issuance of Commission to Take out of State Deposition of Harold Rodgers                                   | 0.30 |
| 10.12.17 | Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Person Most Knowledgeable for Viking Group, Inc. | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for NRCP 30(B)(6) of Designees of Viking Group, Inc.  | 0.30 |
| 10.12.17 | Review, Download & Save Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(B)(6) of Designees of Viking Group, Inc.                | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for Harold Rodgers  | 0.30 |
| 10.12.17 | Review, Download & Save 2 <sup>nd</sup> Amended Notice of Taking Deposition of Harold Rodgers Duces Tecum  | 0.30 |
| 10.12.17 | Review, Download & Save Plaintiffs' 2 <sup>nd</sup> Amended Notice of Entry Upon Land / Site Inspection  | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for James Golinveaux  | 0.30 |
| 10.12.17 | Review, Download & Save 2 <sup>nd</sup> Amended Notice of Video Deposition of James Golinveaux Duces Tecum   | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for Kevin Ortyl   | 0.30 |



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

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| 10.12.17 | Review, Download & Save 2 <sup>nd</sup> Amended Notice of Taking Deposition of Kevin Ortyl Duces Tecum  | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for Tom O'Connor   | 0.30 |
| 10.12.17 | Review, Download & Save 2 <sup>nd</sup> Amended Notice of Video Deposition of Tom O'Connor  | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for Jeff Norton  | 0.30 |
| 10.12.17 | Review, Download & Save 2 <sup>nd</sup> Amended Notice of Video Deposition of Jeff Norton Duces Tecum   | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for Sherry Simmons( Sherry Bailey )  | 0.30 |
| 10.12.17 | Review, Download & Save 2 <sup>nd</sup> Amended Notice of Video Deposition of Sherry Simmons ( Sherry Bailey ) Duces Tecum  | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for Doug Bensinger   | 0.30 |
| 10.12.17 | Review, Download & Save Amended Notice of Video Deposition of Doug Bensinger Duces Tecum  | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for Mike Bosma   | 0.30 |
| 10.12.17 | Review, Download & Save 2 <sup>nd</sup> Amended Notice of Taking Deposition of Mike Bosma Duces Tecum   | 0.30 |
| 10.12.17 | Review, Download & Save Subpoena Duces Tecum for Devin Odell  | 0.30 |
| 10.12.17 | Review, Download & Save 2 <sup>nd</sup> Amended Notice of Video Deposition Devin Odell  | 0.30 |
| 10.12.17 | Review, Download & Save Transcript of All Pending motions – heard on October 4, 2017  | 0.30 |
| 10.12.17 | Email chain with Robinson re deposition scheduling of Viking employees for week of 11/13/17 and review of calendar and confirmation of who they will accept service | 0.75 |
| 10.12.17 | Email chain with client re searchable indexes and response  | 0.25 |
| 10.12.17 | Review email from client re Sklar Williams invoice  | 0.15 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 10.12.17 | Review email from client re depositions of UL people  | 0.15 |
| 10.12.17 | Review email from client re his opinion of the best documents to use for Motion to Strike. Review documents and analyze   | 1.0  |
| 10.12.17 | Review email from client with attachment with summary of points for Viking's argument   | 0.50 |
| 10.12.17 | Review email from client with attachment re Henderson activation  | 0.25 |
| 10.12.17 | Email chain with Sia re Zurich PMK depo   | 0.15 |
| 10.13.17 | Review, Download & Save 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 | 0.30 |
| 10.13.17 | Review, Download & Save Amended Notice of Deposition of Kevin Hastings  | 0.30 |
| 10.13.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Privilege Log  | 0.30 |
| 10.13.17 | Email to Kershaw, Pancoast, Sia and Nunez re Revised Order granting motion to Amend   | 0.25 |
| 10.13.17 | Review email and download deposition from Oasis Reporting (Brian Edgeworth)   | 0.25 |
| 10.13.17 | Review email from Bartlett re production of ZAIC activations  | 0.15 |
| 10.13.17 | Email to Hastings re amended deposition notice  | 0.15 |
| 10.13.17 | Review email from client re Harold Rogers missing attachment  | 0.15 |
| 10.13.17 | Review email and links from client re Kevin Ortyl and Scott Franson's employment at Viking corp vs. group   | 0.50 |
| 10.13.17 | Review email and attachment from client re UL document with Franson watermark   | 0.25 |
| 10.13.17 | Email chain with client re Viking's searchable indexes and response   | 0.25 |
| 10.13.17 | Email to Pancoast re dialect Margaret Ho speaks   | 0.15 |
| 10.13.17 | Email to client with VKG documents  | 0.15 |
| 10.13.17 | Email to client re Notice of Privilege Log Production and attachment  | 0.15 |



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

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| 10.13.17 | Email with client reemployment status and link of Kevin Ortyl   | 0.15 |
| 10.13.17 | Email chain with client re Margaret Ho dialect and depo   | 0.15 |
| 10/13/17 | Revise Reply on Motion to Strike  | 2.25 |
| 10/13/17 | Review Viking's Privilege Log   | 0.75 |
| 10/13/17 | Draft 10-4-17 DCRR and Draft Order re Rosenthal   | 4.0  |
| 10.14.17 | Review email and attachment from client re actual max load calculation  | 0.25 |
| 10.14.17 | Review email from client re his chart of activations  | 0.15 |
| 10.15.17 | Review email from Nunez re using his previous signature for Order granting Motion to Amend                      | 0.15 |
| 10.15.17 | Review email from client re missing pages in PowerPoint disclosed. Locate document and respond                  | 0.50 |
| 10.15.17 | Email chain with Kershaw re Revised Order Granting Motion to Amend  | 0.15 |
| 10.15.17 | Review email from client re his opinion of the activations and "clearest lies" and analyze                      | 1.0  |
| 10.16.17 | Review email and attachment from Rose Hernandez Zurich's motion to quash  | 0.25 |
| 10.16.17 | Review email from Robinson re re-scheduling Hasting and Zamiski's depositions                                   | 0.15 |
| 10.16.17 | Review email from Robinson re Franson's last known address  | 0.15 |
| 10.16.17 | Review email from client re KPS activations in newly produced documents and analyze                             | 0.25 |
| 10.16.17 | Email chain with client re Rigdon order from Court  | 0.20 |
| 10.16.17 | Review email and VIKZ attachment from client and determine which documents we need to request                   | 0.75 |
| 10.16.17 | Review email from client re VIKZ document cited in email. Locate document. Review document. Analyze and respond | 1.0  |
| 10.16.17 | Review email from client with attachment re Cal Atlantic activations, which were not disclosed                  | 0.25 |



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

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| 10.16.17 | Review email from client and attachment re Dews Fire protection Email, KPS Emails and Bates Proof attachment   | 0.25 |
| 10.16.17 | Review email from client re Pancoast declaration and the UL test record document attachments   | 0.25 |
| 10.16.17 | Review email and attachment from client re UL  | 0.25 |
| 10/16/17 | Pull documents for Margaret Ho Deposition  | 0.25 |
| 10/16/17 | Review Zurich's Motion for Protective Order and begin drafting Opposition  | 4.25 |
| 10/16/17 | Finalize and serve Reply to Motion to Strike Viking's Answer   | 1.25 |
| 10.16.17 | Email chain with DSS re Franson's last known address   | 0.15 |
| 10.16.17 | Review email from DSS re Viking's production of Carnahan's depo and response   | 0.15 |
| 10.16.17 | Review email and attachment from DSS re production of Rapid Cash ad and response   | 0.15 |
| 10.16.17 | Email chain with DSS re Viking's 15 <sup>th</sup> ECC Supp   | 0.15 |
| 10.16.17 | Email chain with DSS and client re supplementing motion to strike  | 0.15 |
| 10.16.17 | Review, Download & Save RPLY to Viking's Opposition to Plaintiffs Motion to Strike the Viking Defendants' Answer on Order Shortening Time                | 0.30 |
| 10.16.17 | Review, Download & Save Lange Plumbing's 11 <sup>th</sup> Supplemental 16.1 Disclosures  | 0.30 |
| 10.16.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 15 <sup>th</sup> Supplemental Disclosures Pursuant to NRCP 16(a)(1) | 0.30 |
| 10.16.17 | Review, Download & Save Non – Party Zurich American Insurance Company's Motion for a Protective Order, or in The Alternative to Quash Subpoenas          | 0.30 |
| 10.16.17 | Call with Client   | 0.15 |
| 10.16.17 | Call with DSS  | 0.15 |
| 10.16.17 | Call with Client   | 0.25 |
| 10.16.17 | Call with Client   | 0.15 |
| 10.16.17 | Call with Client   | 0.15 |
| 10.17.17 | Call with DSS  | 0.15 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 10.17.17 | Call with DSS  | 0.15 |
| 10.17.17 | Review, Download & Save Supp Reply to Viking's Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time                     | 0.30 |
| 10.17.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Request for Production to Plaintiff [2 <sup>nd</sup> Set]                       | 0.30 |
| 10.17.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Notice of Compliance with Order on Plaintiff's Motion to Compel – Pleading Only | 0.30 |
| 10.17.17 | Review, Download & Save PLT 171016 Edgeworth ES Ltr Simon re EDCR 2.34 re Pomerantz  | 0.30 |
| 10.17.17 | Review email from Robinson re Koch depo availability   | 0.15 |
| 10.17.17 | Email chain with Sheri Kern with Direct Legal Support in CA ( process server) re domestication of subpoena and payment   | 0.25 |
| 10.17.17 | Review email from client re new Lange disclosure and response  | 0.25 |
| 10.17.17 | Review email from client re Lange's threat to lien his house and research of whether lien valid  | 1.0  |
| 10.17.17 | Review email and attachment from client re Margaret's 2 <sup>nd</sup> promissory note for ECC disclosure   | 0.20 |
| 10.17.17 | Review email from client re his opinion of Viking's responses to written discovery   | 0.25 |
| 10.17.17 | Email chain with DSS re 2.34 re Pomerantz as expert  | 0.15 |
| 10.17.17 | Email chain with DSS re research for Reply to Lange MSJ  | 0.50 |
| 10.17.17 | Email chain with DSS re depo cites for Reply to Lange MSJ  | 0.75 |
| 10/17/17 | Review Viking's 15 <sup>th</sup> ECC Supplement and Lange' 11 <sup>th</sup> ECC Supp   | 2.0  |
| 10/17/17 | Review Viking's Notice of Compliance with Motion to Compel   | 0.5  |
| 10/17/17 | Draft and serve Supplement to Reply to Motion to Strike  | 3.75 |
| 10/17/17 | Prepare for Hearing on Motion to Strike  | 1.5  |



**INVOICE FOR ASHLEY M. FERREL**  
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| 10/18/17 | Prepare and Attend Hearing on Plaintiffs' motion to Strike Viking's Answer   | 5.25 |
| 10.18.17 | Review email from DSS re supplement to Motion to strike and response   | 0.75 |
| 10/18/17 | Review Viking's Written Discovery Responses and Discussion with DSS  | 1.25 |
| 10/18/17 | Revise Reply to Lange Opposition to MSJ  | 1.0  |
| 10.18.17 | Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs' Requests for production of Documents, Set Five         | 0.30 |
| 10.18.17 | Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs' Interrogatories, Set Four                              | 0.30 |
| 10.18.17 | Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s Responses to Plaintiffs' Fourth Request for Admissions | 0.30 |
| 10.18.17 | Review, Download & Save ROC for Defendants The Viking Corporation and Supply Network, Inc.'s Privilege Log                                 | 0.30 |
| 10.18.17 | Review, Download & Save ROC for Defendants The Viking Corporation and Supply Network, Inc.'s 15 <sup>th</sup> Supplemental Disclosures     | 0.30 |
| 10.18.17 | Review email from Judicial Attorney Services in Chicago IL re UL Depo service  | 0.25 |
| 10.18.17 | Review email from client re max load hang test and attachments   | 0.50 |
| 10.18.17 | Review email from client re download of RFAs   | 0.15 |
| 10.18.17 | Review email from client re his responses to written discovery   | 0.25 |
| 10.18.17 | Email chain with client and DSS re Henderson activation and attachment   | 0.50 |
| 10.19.17 | Review email from client re analysis of Viking PMK depo re bending and review of depo  | 0.50 |
| 10.19.17 | Review email and attachment from client re activations list  | 0.50 |
| 10.19.17 | Email chain with client re locating documents. Located documents in system and responded   | 1.0  |
| 10/19/17 | Review Giberti's Motion for Good Faith Settlement  | 0.25 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 10.19.17 | Review email from DSS to Floyd Hale re mediation   | 0.15 |
| 10.19.17 | Review email and attachment from DSS re supplementing documents including El Segundo letter and response   | 0.20 |
| 10.19.17 | Email chain with DSS re Giberti Motion for Good Faith Settlement and whether we will oppose  | 0.15 |
| 10.19.17 | Email chain with DSS re Olivas depo and Pancoast email   | 0.15 |
| 10.19.17 | Review, Download & Save Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement  | 0.30 |
| 10.19.17 | Review, Download & Save DCRR- Hearing 8.23.17  | 0.30 |
| 10.19.17 | Review, Download & Save CES of UL Depo Notice  | 0.30 |
| 10.19.17 | Review, Download & Save AOS of UL Depo   | 0.30 |
| 10.19.17 | Review, Download & Save SUBP UL Depo   | 0.30 |
| 10.19.17 | Review, Download & Save CES of Harold Rodger Depo Notice   | 0.30 |
| 10.19.17 | Review, Download & Save AOS of Harold Rodgers  | 0.30 |
| 10.19.17 | Review, Download & Save SUBP of Harold Rodgers   | 0.30 |
| 10.19.17 | Review, Download & Save ROC for Defendants the Viking Corporation and Supply Network, Inc.'s Exhibits to Notice of Compliance with order on Plaintiffs' Motion to Compel | 0.30 |
| 10.19.17 | Review, Download & Save Discovery Commissioners Report and Recommendations   | 0.30 |
| 10/19/17 | Draft 2 <sup>nd</sup> Supplement to Reply to Motion to Strike Viking's Answer  | 4.5  |
| 10/20/17 | Conference Call with UL Lawyers & Discussion with DSS  | 0.5  |
| 10.20.17 | Email chain from client re chart with corrections to KPS example   | 0.25 |
| 10.20.17 | Review email from client re another sprinkler head activation in UK  | 0.15 |
| 10/20/17 | Revise and serve MIL to Exclude Carnahan   | 3.75 |
| 10/20/17 | Revise and submit order with letter to Judge Jones re Motion to Amend Complaint  | 1.0  |



**INVOICE FOR ASHLEY M. FERREL**  
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| 10.20.17 | Review, Download & Save OST – Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation and Supply Network, Inc., dba Viking Supplynet’s Expert Robert Carnahan on Order Shortening Time          | 0.30 |
| 10.20.17 | Review, Download & Save Transcripts of Proceedings Tuesday, October 3, 2017  | 0.30 |
| 10.20.17 | Review email from DSS re inserting hidden activation information into supplement and response  | 0.15 |
| 10.21.17 | Review email from client with attachment re response to why 287 not all duplicates   | 1.0  |
| 10.21.17 | Review email and attachment from client re activations   | 0.50 |
| 10.21.17 | Email chain with DSS re pre-lien notice form Lange   | 0.15 |
| 10.23.17 | Review email from DSS re Opp to Zurich Motion and response   | 1.0  |
| 10.23.17 | Email chain with DSS re supplement to motion to strike   | 0.20 |
| 10.23.17 | Review, Download & Save Plaintiffs’ Reply to Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Reply to Opposition to Motion to Bifurcate Trial and opposition to Strike Matters from the Record | 0.30 |
| 10.23.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC’s 13 <sup>th</sup> Supplement to Early Case Conference Witness and Exhibit List   | 0.30 |
| 10.23.17 | Review, Download & Save Second Supplement to Reply to Viking’s Opposition to Plaintiffs’ Motion to Strike the Viking Defendants’ Answer on Order Shortening Time   | 0.30 |
| 10.23.17 | Review, Download & Save Notice of Association of Counsel   | 0.30 |
| 10.23.17 | Review, Download & Save ROC – Motion to Exclude Viking’s Expert Carnahan   | 0.30 |
| 10.23.17 | Review email from Bartlett (Zurich) re ZAIC’s production   | 0.25 |
| 10.23.17 | Review email from client re VIKZ019271 and analysis of document  | 0.50 |
| 10.23.17 | Review email from client re UL   | 0.15 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 10.23.17 | Review email from client re his comments on our draft of the supplement to motion to strike Viking's answer   | 0.25 |
| 10.23.17 | Review email and attachment from client re counter to Viking argument in brief re 170   | 1.0  |
| 10.23.17 | Review email from client re Viking and Jeff Norton and James Carver (fire marshal letter) with attachment   | 0.50 |
| 10.23.17 | Review email and attachment from client re VK456 strength on heat responsive element testing  | 0.50 |
| 10.23.17 | Email to client with Reply to MSJ Against Lange   | 0.15 |
| 10.23.17 | Email to client with 2 <sup>nd</sup> Supplement to Motion to Strike Viking's Answer   | 0.15 |
| 10.23.17 | Review email and attachments from client re clarifications and respond  | 0.75 |
| 10/23/17 | Review Viking's Joinder to Lange's Opposition to the MSJ  | 0.25 |
| 10/23/17 | Draft and serve Plaintiffs 13th ECC Supplement; Discussion with DSS   | 1.5  |
| 10/23/17 | Revise Opposition to Zurich Motion for Protective Order   | 1.5  |
| 10/23/17 | Revise and serve 2 <sup>nd</sup> Supplement to Reply to Motion to Strike Viking's Answer  | 2.5  |
| 10/23/17 | Finalize and serve Reply to MSJ against Lange   | 1.25 |
| 10.23.17 | Call with Client  | 0.10 |
| 10.24.17 | Call with Client  | 0.25 |
| 10/24/17 | Draft and Serve supplement to Reply to MSJ Against Lange  | 4.5  |
| 10.24.17 | Review, Download & Save Notice of Deposition of Kevin Hastings Off Calendar   | 0.30 |
| 10.24.17 | Review, Download & Save RTRAN-Recorders Transcript of Hearing – Re: All Pending Motions – heard on October 18, 2017   | 0.30 |
| 10.24.17 | Review, Download & Save 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 | 0.30 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 10.24.17 | Review, Download & Save 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 | 0.30 |
| 10.24.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Notice of Non – Opposition to Third – Party Defendant Giberti Construction, LLC's Motion for Determination for Good faith Settlement   | 0.30 |
| 10.24.17 | Email to Pancoast re missing documents from Viking's 15 <sup>th</sup> ECC Supplement  | 0.25 |
| 10.24.17 | Review email from client re Burgoyne's Report disclosed by Viking and comparison to the one from UK   | 1.0  |
| 10.24.17 | Review email from client re his comments on ZAIC's incomplete disclosure, analysis, and response  | 1.0  |
| 10.24.17 | Review email from client re his audit of newly disclosed documents and analysis   | 0.75 |
| 10.24.17 | Email chain with DSS re Burgoyne report and Sherry Simmons email  | 0.25 |
| 10.25.17 | Review email from DSS re new topic for 30(b)(6) notice and written discovery to Viking and response   | 0.25 |
| 10.25.17 | Review email from DSS to Bartlett re ZAIC's position of list of activations   | 0.15 |
| 10.25.17 | Review, Download & Save Supplement to Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Reply to Viking's Joinder  | 0.30 |
| 10/25/17 | Draft Written Discovery to Viking; Discussion with DSS  | 2.25 |
| 10/25/17 | Finalize and send out DCRR for 10.4.17 and the Order Granting Motion to Exclude Rosenthal   | 1.5  |
| 10.25.17 | Email to Jessica Rogers re missing Viking documents   | 0.15 |
| 10.25.17 | Email to Sia, Kershaw, Pancoast, Ure re 10.4.17 DCRR  | 0.15 |
| 10.25.17 | Email chain with DSS and Bartlett (Zurich) re ZAIC's production   | 0.25 |



**INVOICE FOR ASHLEY M. FERREL**  
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| 10.25.17 | Review email and attachment from client re Viking's misrepresentations  | 0.50 |
| 10.25.17 | Review email from client and analyze re activations   | 0.75 |
| 10.25.17 | Email chain with client re draft written discovery to Viking and corrections to written discovery   | 1.0  |
| 10.25.17 | Review email from client and attachment re best docs for perjury by counsel proof   | 1.0  |
| 10.25.17 | Email chain with client re: Zurich lawyers response to ZAIC's list of activations   | 0.50 |
| 10.25.17 | Review email from client re comparing ZAIC activations to Viking's disclosed activations  | 0.50 |
| 10.25.17 | Review email from client re economic interest in MiniMax  | 0.15 |
| 10.25.17 | Email chain with client re documents from Viking disclosure and review of attachments and response  | 1.0  |
| 10.25.17 | Call with Client  | 0.40 |
| 10.26.17 | Call with DSS   | 0.25 |
| 10.26.17 | Review email from DSS to client re explanation of OOI   | 0.15 |
| 10.26.17 | Review email from DSS re Nunez request of what happened at Motion to strike hearing   | 0.15 |
| 10.26.17 | Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan | 0.30 |
| 10.26.17 | Review, Download & Save Plaintiffs' 5 <sup>th</sup> Set of Interrogatories to Defendants The Viking Corporation   | 0.30 |
| 10.26.17 | Review, Download & Save Plaintiffs' 6 <sup>th</sup> Set of Requests for Production to Defendants The Viking Corporation   | 0.30 |
| 10.26.17 | Review, Download & Save Plaintiffs' 5 <sup>th</sup> Set of Requests for Admission to Defendants The Viking Corporation  | 0.30 |
| 10.26.17 | Review email from client and attachment of activations  | 1.0  |



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| 10.26.17 | Review email from Nunez re Motion to Strike  | 0.15 |
| 10.26.17 | Review email from client re responses to Viking's written discovery  | 0.25 |
| 10.26.17 | Review email from client re OOJ  | 0.15 |
| 10.26.17 | Review email from client re UL testing website   | 0.25 |
| 10.26.17 | Review email from client and attachment of Viking presentation- Residential Sprinklers Best Practices  | 1.0  |
| 10.26.17 | Email to Sia, Pancoast, Ure and Kershaw re Order Granting MIL to exclude Rosenthal   | 0.15 |
| 10.26.17 | Review email and attachment from client re example of incomplete disclosure based off Viking's own documents   | 0.50 |
| 10/26/17 | Draft Written Discovery to Viking;<br>Discussion with DSS  | 1.25 |
| 10/26/17 | Draft DCRR from 10-24-17 Hearing   | 3.5  |
| 10/26/17 | Review Viking's Opposition to MIL to Exclude Carnahan and analyze what we need for oral reply  | 2.5  |
| 10.27.17 | Review email from DSS to Pancoast re Stipulation on MILS   | 0.15 |
| 10.27.17 | Call with DSS  | 0.25 |
| 10.30.17 | Review, Download & Save Notice of Withdrawal of Counsel  | 0.30 |
| 10.30.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Request for Production to Plaintiffs  | 0.30 |
| 10.30.17 | Review, Download & Save- Defendants The Vikings Corporation and Supply Network, Inc.'s Interrogatories to Plaintiffs   | 0.30 |
| 10.30.17 | Review email from client re depo of Cadden of temps  | 0.50 |
| 10.30.17 | Review email from Kershaw re the 10.4.17 DCRR  | 0.50 |
| 10.30.17 | Review email from client re Robinson's Motion and the supporting depositions we have for temps 100 exposure and pull excerpts from depositions of Cadden, Giberti, Edgeworth to rebut argument | 1.0  |
| 10.30.17 | Review email and download deposition from Oasis Reporting (Ho)   | 0.25 |
| 10.30.17 | Review email from client re his analysis of Robinson's heat argument   | 0.25 |



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| 10.30.17 | Email chain with client re Sia's filing   | 0.15 |
| 10.30.17 | Review email from client re Robinson Opp and argument why Viking is wrong with attachment   | 0.25 |
| 10.30.17 | Review email and respond to client re Glen Rigdon order   | 0.25 |
| 10.30.17 | Review email from client re questions for UL lawyers  | 0.50 |
| 10.30.17 | Email chain with client re Robinson Opp and Bernie's depo. Revise and analyze Viking Opp, pull Bernie depo and respond to client  | 1.0  |
| 10.30.17 | Review email from client re Viking's Opp to Exclude Carnhan   | 0.50 |
| 10.30.17 | Review and respond to email from client re notice of withdrawal of counsel  | 0.15 |
| 10.30.17 | Review email from client re regulators Viking has informed no testing on VK457  | 0.25 |
| 10.30.17 | Call with DSS   | 0.15 |
| 10/30/17 | Prepare for Hearing for MIL to Exclude Carnahan & MSJ Against Lange   | 2.0  |
| 10/30/17 | Draft Reply to Motion to Reconsider Pro Hac   | 4.0  |
| 10.30.17 | Review email from DSS re new written discovery to Viking and response   | 0.20 |
| 10.30.17 | Review email from DSS to client re Edgeworth discovery responses  | 0.15 |
| 10.31.17 | Review email from DSS re email to Pancoast re English version of the insurance policy and response  | 0.15 |
| 10.31.17 | Email chain with DSS re UL notice and UL production of documents  | 0.15 |
| 10.31.17 | Review, Download & Save Second Amended Notice of Deposition of John Olivas  | 0.30 |
| 10.31.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. 's Objection to Discovery Commissioners' Report and Recommendation on Defendants' Motion to Compel Home Inspection | 0.30 |
| 10/31/17 | Prepare and Attend Hearing for MIL to Exclude Carnahan & MSJ Against Lange Plumbing   | 3.0  |



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| 10/31/17 | Revise DCRR from 10-24-17 hearing and send to counsel and DC Bulla   | 1.25 |
| 10/31/17 | Draft Motion to Compel Viking Financials   | 3.25 |
| 10.31.17 | Email to Robinson and Parker re 10.24.17 DCRR  | 0.15 |
| 10.31.17 | Email to Susan McNicolas re UL Depo and documents  | 0.15 |
| 10.31.17 | Review email from Robinson re Carnahan availability and discussion with DSS  | 0.15 |
| 10.31.17 | Review email from Kershaw re Viking's changes to Order granting MIL to exclude Rosenthal                               | 0.75 |
| 10.31.17 | Review email from client re activations and response   | 0.20 |
| 11.1.17  | Email chain with DSS re Viking document production (Martorano's depo in FSS and Thorpe)                                | 0.50 |
| 11.1.17  | Review email from DSS re calendar and deposition re-scheduling   | 0.15 |
| 11.1.17  | Review email and attachment from DSS re picture for reply  | 0.15 |
| 11.1.17  | Review and respond to email from Francesca Haak with DC Bulla re hearing transcript                                    | 0.15 |
| 11.1.17  | Email to Pancoast requesting Viking's excess policy in English   | 0.15 |
| 11.1.17  | Email to Bartlett re Plaintiff's Opp to Zurich's Motion for Protective Order   | 0.15 |
| 11.1.17  | Review email from client and attachments re Viking baking their links  | 1.0  |
| 11.1.17  | Review email chain with client, DSS, AMF re activations and analyze  | 1.0  |
| 11.1.17  | Review email from client re UL people  | 0.15 |
| 11.1.17  | Review email and attachment from client re Letter from UL re bent lever bars   | 0.25 |
| 11.1.17  | Review, Download & Save Plaintiffs 6 <sup>th</sup> Set of Requests for Admission to Defendants The Viking Corporation  | 0.30 |
| 11.1.17  | Review, Download & Save Plaintiffs 6 <sup>th</sup> Set of Interrogatories to Defendants the Viking Corporation         | 0.30 |
| 11.1.17  | Review, Download & Save Plaintiffs 7 <sup>th</sup> Set of Requests for Production to Defendants the Viking Corporation | 0.30 |



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| 11.1.17 | Review, Download & Save 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                          | 0.30 |
| 11.1.17 | Review, Download & Save MSTR-Defendants The Viking Corporation and Supply Network, Inc.’s Motion to Strike Plaintiffs’ Untimely Disclosed Expert Crane Pomerantz and Request for Order Shortening Time                           | 0.30 |
| 11.1.17 | Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc.’s Motion to Stay Enforcement of Discovery Commissioner’s Report and Recommendation Pursuant to EDCR 2.34and Request for order Shortening Time | 0.30 |
| 11/1/17 | Draft written discovery to Viking  | 1.0  |
| 11/1/17 | Draft Motion to Compel Depositions and Reports   | 3.5  |
| 11/1/17 | Review Objection to the DCRR re: Motion to Compel Home Inspection  | 0.25 |
| 11/1/17 | Finalize and serve Opposition to Zurich’s Motion for Protective Order  | 3.0  |
| 11/2/17 | Review and Draft Responses to Viking’s Written Discovery to Edgeworth  | 1.25 |
| 11/2/17 | Review Viking’s Motion to Stay Enforcement of the 10.24.17 DCRR and Request for EDCR 2.34 (e) relief   | 0.25 |
| 11/2/17 | Draft Reply to Motion to Reconsider Pro Hac  | 4.25 |
| 11.2.17 | Email chain with client re accountant  | 0.25 |
| 11.2.17 | Email to Teddy Parker re status of Lange’s discovery responses and extension   | 0.15 |
| 11.2.17 | Review email from client re what he thinks is important from Carnahan depo for MIL to Exclude  | 1.0  |
| 11.2.17 | Review, Download & Save ORDR – Order Granting Plaintiffs Motion to Amend the Complaint to Add Viking Group , Inc.  | 0.30 |
| 11/2/17 | Review Viking’s 16 <sup>th</sup> ECC Supplement (Carnahan Docs from FSS)   | 1.0  |
| 11/2/17 | Review Viking’s Motion to Strike Pomerantz on OST and analyze  | 0.25 |



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| 11.2.17 | Call with DSS  | 0.40 |
| 11.3.17 | Call with Client   | 0.25 |
| 11.3.17 | Call with Client   | 0.15 |
| 11/3/17 | Finalize and serve Reply to Motion to Reconsider Pro Hac   | 1.25 |
| 11/3/17 | Finalize and serve Motion to Compel Depositions and Reports  | 1.5  |
| 11/3/17 | Finalize and serve motion to Compel Viking Financials  | 0.75 |
| 11/3/17 | Draft Reply to Plaintiffs' MIL to Exclude Carnahan   | 2.75 |
| 11/3/17 | Draft responses to Viking's written discovery to Edgeworth   | 0.5  |
| 11/3/17 | Review Robinson response regarding Viking's position on providing the Thorpe and FSS depositions via 4 <sup>th</sup> set of RFP and attached cases | 2.5  |
| 11.3.17 | Review email from DSS to Robinson re DCRR from 10/24/17 hearing  | 0.15 |
| 11/3/17 | Review letter from Robinson re revisions to the 10/24/17 DCRR; and discuss with DSS  | 1.25 |
| 11.3.17 | Email chain with Jessica Rogers re conference call with DC Bulla   | 0.15 |
| 11.3.17 | Email chain with Robinson re Viking's Responses to 4 <sup>th</sup> Set of RFP's and analysis   | 0.75 |
| 11.3.17 | Review email and attachment from Robinson re changes to the 10.24.17 DCRR  | 0.50 |
| 11.3.17 | Email chain with Robinson re deposition scheduling of Viking employees around first week of December and review of calendar                        | 0.25 |
| 11.3.17 | Review email from client re drop ceiling and pics  | 0.15 |
| 11.3.17 | Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding the 10.24.17 DCRR   | 0.30 |
| 11.5.17 | Review email from client and attachment re significant events in case and analyze  | 0.50 |
| 11.6.17 | Review email from client re Carnahan depo and load creep   | 1.0  |
| 11.6.17 | Email to UL re conference call re UL deposition and documents  | 0.15 |
| 11.6.17 | Email chain between AMF, DSS and client re Viking's 17 <sup>th</sup> ECC Supplement  | 0.50 |



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| 11/6/17 | Revise Reply Plaintiffs MIL to Exclude Carnahan  | 3.25 |
| 11/6/17 | Review Viking's 17 <sup>th</sup> ECC Supplement  | 1.5  |
| 11/6/17 | Review Viking's 16 <sup>th</sup> ECC Supplement (Carnahan Docs from FSS)   | 2.0  |
| 11/6/17 | TC with Susan McNicholas at UL re deposition scheduling and document production  | 0.25 |
| 11.6.17 | Review email from DSS re calling UL attorney and response  | 0.15 |
| 11.6.17 | Review email from DSS re mediation and response  | 0.15 |
| 11.6.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 17 <sup>th</sup> Supplemental Disclosure Pursuant to NRCP 16  | 0.30 |
| 11.6.17 | Review, Download & Save Letter Discovery Commissioner Bulla re TC Confirmation and DCRR 10.24.17   | 0.30 |
| 11.6.17 | Review, Download & Save Plaintiffs Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial information on Order Shortening time  | 0.30 |
| 11.6.17 | Review, Download & Save Plaintiffs Motion to Compel Viking Documents and for order to Respond to Discovery on Order Shortening Time  | 0.30 |
| 11.6.17 | Review, Download & Save Reply to Viking's Opposition to Plaintiffs Motion to Reconsider order Granting the Viking Defendants Motions to Associate Counsel  | 0.30 |
| 11.7.17 | Call with DSS  | 0.15 |
| 11.7.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 18 <sup>th</sup> Supplemental Disclosures pursuant to NRCP 16   | 0.30 |
| 11.7.17 | Review, Download & Save Plaintiffs' Reply to Viking's opposition to Motion in Limine to Exclude Defendants The Viking Corporation and Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time | 0.30 |
| 11.7.17 | Review, Download & Save Letter Simon re MT Strike DCRR   | 0.30 |



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| 11.7.17 | Review, Download & Save Letter to Discovery Commissioner Bulla re Conf Call Exemplar                  | 0.30 |
| 11.7.17 | Review, Download & Save Notice of Deposition of Greg Fehr off Calendar                                | 0.30 |
| 11.7.17 | Review, Download & Save ROC of Plaintiff's Motion to Compel Financials and Motion to Compel Documents | 0.30 |
| 11.7.17 | Review email from Oasis re confirmation of Carnahan depo  | 0.25 |
| 11.7.17 | Email chain with Robinson re site inspection on November 15 <sup>th</sup>                             | 0.25 |
| 11.7.17 | Review email from client and his excel documents with multiple tabs                                   | 1.5  |
| 11/7/17 | Draft Continued Deposition Notices of Carnahan  | 0.5  |
| 11/7/17 | Review DCRR from 10.24.17 returned from Bulla and make revisions                                      | 1.5  |
| 11/7/17 | Finalize and serve Reply to MIL to Exclude Carnahan   | 2.0  |
| 11/7/17 | Discussion with DSS re case   | 0.5  |
| 11/7/17 | TC with Oasis scheduling and discussion with Janelle re re-scheduling Carnahan depo                   | 0.25 |
| 11.7.17 | Review email from DSS re drafting motion to compel financial information from Lange and response      | 0.15 |
| 11.7.17 | Review email from DSS with attached letter from Parker  | 0.25 |
| 11.7.17 | Review email from DSS re sending information to Pomerantz and response                                | 0.15 |
| 11.8.17 | Review, Download & Save Substitution of Attorneys for Lange Plumbing                                  | 0.30 |
| 11.8.17 | Review, Download & Save Subpoena Duces Tecum for Robert Carnahan PE                                   | 0.30 |
| 11.8.17 | Review, Download & Save Notice of Continued Video Deposition of Robert Carnahan, P.E. Duces Tecum     | 0.30 |
| 11.8.17 | Review email from Evelyn Chun re depo notice of Rob Carnahan  | 0.15 |
| 11/8/17 | Finalized and serve Amended Notice and SDT for Robert Carnahan  | 0.5  |
| 11/8/17 | TC with Jenny at Rene Stone & Associates re: deposition is FSS/Thorpe case                            | 0.5  |



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| 11/8/17 | Review Viking's 18 <sup>th</sup> ECC Supplement  | 1.0  |
| 11/8/17 | Draft Motion to Compel Financial documents from Lange Plumbing on OST  | 2.0  |
| 11/9/17 | Draft and serve deposition notice and subpoena for Athanasia Dalacas   | 0.25 |
| 11/9/17 | Review Zurich Reply to Motion for Protective Order   | 0.5  |
| 11/9/17 | Revise DCRR for 10/24/17 hearing, serve and send over; Discussion with DSS   | 1.75 |
| 11/9/17 | Finalize DCRR for 10/4/17, serve and send over   | 0.75 |
| 11/9/17 | Finalize Order to exclude Rosenthal, serve and send over   | 0.75 |
| 11/9/17 | Review 10/24/17 Transcript and conference call with Discovery Commissioner Bulla   | 1.0  |
| 11/9/17 | TC with Mr. Parker re: case  | 0.5  |
| 11/9/17 | Prepare for mediation  | 1.5  |
| 11/9/17 | Review Pancoast letter and competing DCRR re Motion to Strike  | 0.25 |
| 11.9.17 | Review email from DSS resending information to Pomerantz and response  | 0.15 |
| 11.9.17 | Review email forwarded from DSS with Olivas job file for deposition  | 0.50 |
| 11.9.17 | Email chain with Debbie Holloman re mediation brief  | 0.20 |
| 11.9.17 | Review email from Susan McNicholas re UL deposition and documents  | 0.15 |
| 11.9.17 | Email to UL re setting the UL deposition and acquiring the documents requested   | 0.15 |
| 11.9.17 | Review, Download & Save Subpoena Duce Tecum to Athanasia EW. Dalacas, Esq.   | 0.30 |
| 11.9.17 | Review, Download & Save Notice of Video Deposition of Athanasia E. Dalacas, Esq.   | 0.30 |
| 11.9.17 | Review, Download & Save 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 Motion to Compel | 0.30 |
| 11.9.17 | Review, Download & Save Correspondence to Judge Jones re Order Granting MIL to Exclude Jay Rosenthal   | 0.30 |
| 11.9.17 | Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding the 10.4.17 DCRR  | 0.30 |



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| 11.9.17  | Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding the 10.24.17 DCRR     | 0.30 |
| 11.10.17 | Multiple emails to Crane Pomerantz with additional documents for his review                            | 0.25 |
| 11.10.17 | Review email from client re Viking presentation of Best practice and forward to Crane Pomerantz        | 0.25 |
| 11/10/17 | Mediation with Floyd Hale  | 4.0  |
| 11/13/17 | Review Viking's competing DCRRs and Order to strike Rosenthal and analyze with the transcripts/minutes | 1.25 |
| 11/13/17 | Review Viking's Motion to Compel Settlement Conference; Research and draft notes for opposing argument | 1.5  |
| 11/13/17 | Review and pull documents from the federal court case of Viking v/ Harold Rodger, et al                | 2.5  |
| 11/13/17 | TC with Charles Rego with UL re deposition and production of documents                                 | 0.25 |
| 11/13/17 | Discussion with DSS re case; Prepare and pull documents for the hearing on 11/14/17                    | 1.5  |
| 11.13.17 | Review email from DSS to client re hearing on 11/14/17   | 0.15 |
| 11.13.17 | Review email and attachment from DSS   | 0.15 |
| 11.13.17 | Email chain with DSS re complaint filed against Harold Rodgers   | 0.25 |
| 11.13.17 | Review email from DSS re research re privilege log and confidentiality issues and response             | 0.75 |
| 11.13.17 | Review email from DSS re supplementing Pomerantz opinion letter  | 0.15 |
| 11.13.17 | Email chain with DSS re expert depositions noticed by Viking   | 0.15 |
| 11.13.17 | Review email from DSS to George Ogilvie with documents for the contract issue                          | 0.15 |
| 11.13.17 | Review email from Charles Rego re UL deposition and documents  | 0.15 |
| 11.13.17 | Email to Susan McNicholas re UL Deposition   | 0.15 |
| 11.13.17 | Review email from client and attachment of "red and black chart" of activations                        | 0.50 |
| 11.13.17 | Review email and attachments from client re print out of fire department reported VK457                | 0.50 |



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| 11.13.17 | Review email and attachments from client re print out of activation list from 2/2017   | 0.50 |
| 11.13.17 | Review email from client re pic of VK456 fusible link  | 0.15 |
| 11.13.17 | Review email from client and analyze re Viking's response to Carnahan  | 0.50 |
| 11.13.17 | Review email from client re motion to exclude crane and response   | 0.20 |
| 11.13.17 | Review email from client re hearing on 11.14.17 and response   | 0.15 |
| 11.13.17 | Review email from client re adding Robert Edgeworth as a witness to ECC Disclosure   | 0.15 |
| 11.13.17 | Review motion, draft email, and review email chain between client, AMF and DSS re Viking's motion for a settlement conference  | 2.0  |
| 11.13.17 | Review email and attachment from client re his review of the 18th ECC Supplement   | 0.25 |
| 11.13.17 | Email to Crane Pomerantz with additional documents for his review  | 0.25 |
| 11.13.17 | Review, Download & Save Notice of Deposition of Crane Pomerantz  | 0.30 |
| 11.13.17 | Review, Download & Save Notice of Deposition of Brian Garelli  | 0.30 |
| 11.13.17 | Review, Download & Save Notice of Deposition of Don Koch   | 0.30 |
| 11.13.17 | Review, Download & Save Letter to Discovery Commissioner   | 0.30 |
| 11.13.17 | Review, Download & Save Stipulation Regarding Motion in Limine Briefing Schedule   | 0.30 |
| 11.13.17 | Review, Download & Save Letter to Hon. Tierra Jones  | 0.30 |
| 11.13.17 | Review, Download & Save Letter Discovery Commissioner Bulla re Mtn SC  | 0.30 |
| 11.13.17 | Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Motion for Mandatory Settlement Conference and Stay Rulings on the Pending Motions and Request for Order Shortening Time | 0.30 |
| 11.13.17 | Review, Download & Save Letter to Discovery Commissioner Bulla DCRRs   | 0.30 |
| 11.14.17 | Call with Client   | 0.15 |



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| 11.14.17 | Review, Download & Save Commission to Take Out of State Deposition of Rene Stone  | 0.30 |
| 11.14.17 | Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Rene Stone  | 0.30 |
| 11.14.17 | Review, Download & Save Commission to Take Out of State Deposition Harold Rodgers   | 0.30 |
| 11.14.17 | Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition Harold Rodgers   | 0.30 |
| 11.14.17 | Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC.'s 14 <sup>th</sup> Supplement to Early Case Conference Witness and Exhibit List | 0.30 |
| 11.14.17 | Review, Download & Save Subpoena Duces Tecum for the Custodian of Records of Rene Stone and Associates  | 0.30 |
| 11.14.17 | Review, Download & Save Notice of Deposition of Custodian of Records for Rene Stone and Associates Duces Tecum  | 0.30 |
| 11.14.17 | Email chain with Sheri Kern with process server in CA for Rene Stone SDT  | 0.25 |
| 11.14.17 | Review email from client re Crane expert report typo  | 0.20 |
| 11.14.17 | Email chain with client re K statues Parker was arguing for MSJ   | 1.0  |
| 11/14/17 | Discussion with Rene Stone & Associates re: depositions in FSS/Thorpe litigation; Draft, serve and domesticate SDT in CA  | 1.0  |
| 11/14/17 | Draft, compile and serve Plaintiffs' 14 <sup>th</sup> ECC Supplement  | 1.0  |
| 11/14/17 | Prepare and Attend Hearing re: Motion to Strike Carnahan and MSJ Against Lange Plumbing   | 3.5  |
| 11/14/17 | Pull documents for Contract attorney  | 0.5  |
| 11/14/17 | Research contract issues brought up by Parker at hearing and Discussion with DSS  | 2.5  |
| 11/15/17 | Draft Opposition to Pomerantz Motion  | 4.5  |
| 11/15/17 | Revise SDT and California Court documents for domestication for Rene Stone & Associates   | 1.0  |
| 11/15/17 | Discussion re case with DSS and BJM   | 0.50 |
| 11.15.17 | Review email and links from client re K issues  | 0.50 |



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| 11.15.17 | Review email from client re Zurich list and Viking list and respond   | 0.25 |
| 11.15.17 | Review email from client re calendar and respond explaining what everything is  | 0.50 |
| 11.15.17 | Review email and link from client re Jeff Norton employment and SDT issues  | 0.30 |
| 11.15.17 | Review email from client re evidentiary hearing questions and discuss with DSS  | 1.0  |
| 11.15.17 | Review email from client re counsel in FSS/Thorpe case and respond  | 0.25 |
| 11.16.17 | Email to Zamiski re outstanding bill and request for all evidence back  | 0.15 |
| 11.16.17 | Review email and attachments from client re Zurich activations  | 0.50 |
| 11.16.17 | Review email from client re privilege log and respond   | 0.25 |
| 11.16.17 | Call with DSS   | 0.15 |
| 11.16.17 | Review, Download & Save Plaintiffs' Opposition to Viking's Motion to Strike Untimely Disclosed Expert Crane Pomerantz on an Order Shortening Time and Counter Motion to Disclosure Crane Pomerantz as an Initial Expert | 0.30 |
| 11.16.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Viking Documents   | 0.30 |
| 11.16.17 | Review, Download & Save Defendant The Viking Corporation's opposition to Plaintiff's Motion to Compel Documents and Respond to Discovery Regarding Financial Information  | 0.30 |
| 11.16.17 | Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Confidentiality / privilege Log of Documents Subject to Stipulated Protective Order  | 0.30 |
| 11.16.17 | Review, Download & Save Letter to D. Simon from J. Pancoast re Privilege Log  | 0.30 |
| 11/16/17 | Finalize and Serve Opposition to Strike Pomerantz   | 1.5  |
| 11/16/17 | Review Viking Privilege Log and documents and analyze Seattle Times case  | 2.75 |



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

|          |  |      |
|----------|--|------|
| 11/16/17 | Review Viking's Oppositions to Plaintiffs' Motions to Compel Financials and Compel Discovery Responses   | 0.75 |
| 11/16/17 | Discussion with DSS and BJM re Lange claims  | 0.75 |
| 11/16/17 | Prepare and pull documents for hearing on 11/17/17   | 1.0  |
| 11.16.17 | Review email from DSS re finalized opp to Pomerantz motion and response  | 0.15 |
| 11.16.17 | Review email from DSS to Ben Miller re response to bad faith acts of Lange   | 0.15 |
| 11.17.17 | Review email from DSS to Susan McNicholas re re-noticing depo for UL   | 0.15 |
| 11.17.17 | Review email and attachment from Evelyn Chun re Notice to vacate Olivas  | 0.15 |
| 11.17.17 | Review and Respond to Jorie Yambao re Kevin Hastings final invoice   | 0.15 |
| 11.17.17 | Review email from Susan McNicholas re UL deposition and documents  | 0.15 |
| 11.17.17 | Email chain with Hastings re final bill and request for all evidence back  | 0.15 |
| 11.17.17 | Review, Download & Save Lange Plumbing, LLC's 12 <sup>th</sup> Supplement to NRCP 16.1 Early Case Conference List of Witnesses and Documents                     | 0.30 |
| 11.17.17 | Review, Download & Save Lange Plumbing, LLC's Responses to Plaintiffs' 3 <sup>rd</sup> Set of Requests for Production  | 0.30 |
| 11.17.17 | Review, Download & Save Lange plumbing, LLC's Answers to Plaintiffs' 3 <sup>rd</sup> Set of Interrogatories  | 0.30 |
| 11.17.17 | Review, Download & Save Lange Plumbing, LLC 's Responses to Plaintiffs' 2 <sup>nd</sup> Set of Requests for Production   | 0.30 |
| 11.17.17 | Review, Download & Save Lange Plumbing, LLC's Answers to Plaintiffs' 2 <sup>nd</sup> Set of Interrogatories  | 0.30 |
| 11.17.17 | Review, Download & Save Subpoena Duces Tecum for 30(B)(6) of the Designees of Underwriters Laboratories  | 0.30 |
| 11.17.17 | Review, Download & Save 2 <sup>nd</sup> Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(B)(6) of Designees of Underwriters laboratories, Inc. | 0.30 |



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

|          |  |      |
|----------|--|------|
| 11/17/17 | Prepare and attend Hearing for Zurich motion for protective order, Viking Motion to Strike Pomerantz, Viking motion to Stay Enforcement of DCCR, Plaintiff Motion to Compel Financials, Plaintiff motion to Compel Discovery | 3.0  |
| 11/17/17 | Review Lange Plumbing's 12 <sup>th</sup> ECC Disclosure  | 0.25 |
| 11/17/17 | Draft and serve amended deposition notice and subpoena for PMK of UL   | 0.50 |
| 11/20/17 | Review Pancoast letter re meet and confer re MILs and draft response letter  | 0.50 |
| 11/20/17 | Draft and send letter to Fred Knez re depositions of Rene Stone and Harold Rodgers   | 0.25 |
| 11.20.17 | Email chain with DSS re outstanding expert bills   | 0.25 |
| 11.20.17 | Email chain with DSS re meet and confer for MILS and hearing for Giberti's MGFS  | 0.25 |
| 11.20.17 | Email chain with DSS re Knez letter and threat of motion to file protective order in CA for Rodgers and Rene Stone depos   | 0.25 |
| 11.20.17 | Review email from DSS to George Ogilvie re contract issues   | 0.15 |
| 11.20.17 | Review and respond to email from Tracy Hunt re acceptance of Don Koch binder   | 0.15 |
| 11.20.17 | Email chain with Mary Hayes re correspondence to and from Mr. Knez re Rogers and Rene Stone depo   | 0.50 |
| 11.20.17 | Review and respond to email from Beth Molinar re outstanding invoice for Zamiski   | 0.15 |
| 11.20.17 | Review email from client re K and forward to George  | 0.20 |
| 11.20.17 | Email to Koch re send outstanding bill   | 0.15 |
| 11.20.17 | Review, Download & Save Correspondence to Counsel regarding EDCR 2.47  | 0.30 |
| 11.20.17 | Review, Download & Save Letter to Viking Counsel re Expert Depos 11.20.17  | 0.30 |
| 11.20.17 | Review, Download & Save Discovery Commissioners Report and Recommendations   | 0.30 |
| 11.20.17 | Review, Download & Save Discovery Commissioners Report and Recommendations   | 0.30 |



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

|          |  |      |
|----------|--|------|
| 11.20.17 | Review, Download & Save Discovery Commissioners Report and Recommendations   | 0.30 |
| 11.22.17 | Review, Download & Save Lange Plumbing, LLC's Supplemental Brief in Support of its Opposition to Plaintiff's Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Countermotion Pursuant to EDCR 2.20 | 0.30 |
| 11.22.17 | Review, Download & Save Notice of Vacating Video Deposition of the Custodian of Records for Rene Stone and Associates  | 0.30 |
| 11.22.17 | Review, Download & Save Notice of Vacating Video Deposition of Harold Rodgers  | 0.30 |
| 11.22.17 | Email to Mary Hayes re notice to vacated depositions of Harold Rogers and Rene Stone   | 0.15 |
| 11.22.17 | Email documents for review to George Ogilvie   | 0.15 |
| 11/22/17 | Draft and serve notice to vacate deposition of Rene Stone; Draft and serve notice to vacate deposition of Harold Rodgers   | 0.50 |
| 11.22.17 | Review email from DSS re recent list of damages and response   | 0.15 |
| 11.22.17 | Review email from DSS re sending Lange responses brief to Ogilvie and resps  | 0.15 |
| 11.27.17 | Review email from DSS re Carnahan depo and response  | 0.15 |
| 11.27.17 | Email chain with Rene Stone re vacating deposition   | 0.15 |
| 11.27.17 | Email chain with Julie Lord (Dept. 10 clerk) re spellings for hearing transcript   | 0.25 |
| 11.27.17 | Review email from Olivas re final billing  | 0.15 |
| 11.27.17 | Review, Download & Save Notice of Vacating Video Deposition of Athanasia E. Dalacas, Esq. Duces Tecum  | 0.30 |
| 11.27.17 | Review, Download & Save Notice of Deposition of Don Koch OFF Calendar  | 0.30 |
| 11.27.17 | Review, Download & Save Notice of Deposition of Brian Garelli-Off Calendar   | 0.30 |
| 11.27.17 | Review, Download & Save Notice of Deposition of Crane Pomerantz – Off Calendar   | 0.30 |



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

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



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

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



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

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



# **EXHIBIT T**



# Bar Counsel Report

CONTINUED FROM PAGE 39

Rule 1.16 states, a lawyer may withdraw from representing a client if: (1) Withdrawal can be accomplished without material adverse effect on the interests of the client; ... [or] (5) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; ..."

Here, you attempted to withdraw from representing Hillyer while discovery, trial, and a motion for summary judgment were imminent. Further, you did not diligently file the order granting your motion to withdraw.

Accordingly, you are hereby REPRIMANDED for violating RPC 1.2, 1.3, 1.4, and 1.16. In addition, pursuant to Supreme Court Rule 120(3), you are required to remit to the State Bar of Nevada the amount of \$1,500 *within 30 days* of this letter. I trust that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

**In Re: CRYSTAL L. ELLER**  
**Bar No.: 4978**  
**Case No.: OBC19-1253**  
**Filed: 04/06/2020**

## LETTER OF REPRIMAND

To Crystal L. Eller:

On March 24, 2020, a Screening Panel of the Southern Nevada Disciplinary Board considered the above-referenced grievance. Based on the evidence presented, the Panel concluded that you violated the Rules of Professional Conduct ("RPC") and should be issued a Letter of Reprimand. This letter shall constitute a delivery of that reprimand.

On or about September 12, 2019, you were retained by Adriana Cusinato (hereinafter "Ms. Cusinato") to assist her in obtaining excess proceeds from the foreclosure sale of her property. RPC 1.5 (Fees) states, in pertinent part, that a lawyer "shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses." Your contract would have entitled you to 16.5% (\$12,328.44) of the excess proceeds recovered. Receiving \$12,328.44 for, at most, two weeks of work constitutes an unreasonable fee. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to Ms. Cusinato, the public, as well as the legal profession.

Rule 5.4 (Professional Independence of a Lawyer) states that unless one of five narrow exceptions are applicable,

a lawyer or law firm "shall not share legal fees with a nonlawyer." Your contract states that "disbursements will be made to Attorney, Client, and Calex Enterprises, Inc in accordance with agreements between Client & Attorney and Client & Calex Enterprises, Inc." Since none of the exceptions apply, you cannot share legal fees with Calex Enterprises, Inc. (hereinafter "Calex") as they are non-lawyers. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to Ms. Cusinato, the public, as well as the legal profession.

Rule 7.3 (Solicitation of Clients) states, in pertinent part, that a lawyer "shall not solicit professional employment from a client with whom the lawyer has no family or prior professional relationship, by mail, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain." The term "solicitation" denotes a communication initiated by or on behalf of a lawyer or law firm that is directed to a specific person the lawyer knows or reasonable [sic] should know needs legal services in a particular matter and that offers to provide, or reasonably can be understood as offering to provide, legal services for that matter. You concede that you and Calex were in a business relationship wherein Calex researches and obtains the clients, and you do the legal work. Calex contacted Ms. Cusinato and sent her legal documents for her to sign, which included your "Attorney Engagement Agreement" and "Power of Attorney." Ms. Cusinato did not speak to you, or your associate, prior to signing those documents. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to the public, as well as the legal profession.

RPC 8.4 (Misconduct), in pertinent part, states that it is professional misconduct for a lawyer to "violate or attempt to violate the RPC, knowingly assist or induce another to do so, or do so through the acts of another." By engaging in the aforementioned conduct, you violated several Rules of Professional Conduct. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to Ms. Cusinato, the public, as well as the legal profession.

Accordingly, you are hereby REPRIMANDED for violating RPC 1.5 (Fees), RPC 5.4 (Professional Independence of a Lawyer), RPC 7.3 (Solicitation of Clients), and RPC 8.4 (Misconduct). In addition, pursuant to Supreme Court Rule 120(3), you are required to remit to the State Bar of Nevada the amount of \$1,500 *within 30 days* of this Letter. I trust



that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

1. Pursuant to NRAP 34(f)(l), we have determined that oral argument is not warranted in these matters.
2. While the screening panel did not enter an order directing the matters be considered at a formal hearing until April 4, 2019, nothing in the SCRs requires a screening panel to enter an order, and generally screening panels do not enter orders. Thus, we conclude the grievances were referred to a formal hearing panel during Phillips' probation period.
3. To the extent the parties' additional arguments are not addressed herein, we conclude they do not warrant a different result.
4. The Honorable Abbi Silver voluntarily recused herself from participation in the decision of this matter.
5. The violations in the California NDC are equivalent to RPC 1.1 (competence), RPC 1.4 (communication); RPC 1.16 (declining or terminating representation), RPC 8.1 (disciplinary matters); RPC 8.4(c) (misconduct: misrepresentation); and RPC 3.4 (fairness to opposing party and counsel: knowingly disobeying obligation under rules of a tribunal) and/or RPC 8.4(d) (misconduct: prejudicial to the administration of justice).
6. We disagree with the State Bar that the California State Bar court's "willful" finding is equivalent to an "intentional" mental state in Nevada, and instead conclude that Freedman's willful conduct is akin to a knowing mental state. See ABA Standards for Imposing Lawyer Sanctions at 452 (defining acting with knowledge as a "conscious awareness of the nature or attendant circumstances of the conduct but without the conscious objective or purpose to accomplish a particular result," and the more culpable mental state of intent as acting with "conscious objective or purpose to accomplish a particular result").

# PRO BONO

## *Honor Roll*

The State Bar of Nevada Board of Governors and the Nevada Supreme Court Access to Justice Commission extend a special thanks to attorneys who generously accepted cases or participate in an Ask-A-Lawyer through the Legal Aid Center of Southern Nevada, Nevada Legal Services, Southern Nevada Senior Law Program, Volunteer Attorneys for Rural Nevadans (VARN) or Washoe Legal Services. One case can change many lives - [www.onepromisenevada.org](http://www.onepromisenevada.org).

### Attorneys who accepted new pro bono cases:

|                      |                       |                     |
|----------------------|-----------------------|---------------------|
| Deborah Amens        | A. Jill Guingcangco   | Mikyla Miller       |
| Bradley Austin       | Rikki J. Hevlin       | Angela T. Otto      |
| Joice B. Bass        | Michael T. Hua        | Sean Patterson      |
| Alexis L. Brown      | Amanda L. Ireland     | Morgan T. Petrelli  |
| Jordan J. Butler     | Rachel M. Jacobson    | Lisa A. Rasmussen   |
| Sarah V. Carrasco    | Laura L. Johns-       | Michael Paul Rhodes |
| Jonathan Chung       | Bolhouse              | Jeremy R. Robins    |
| Terry A. Coffing     | Zachary Jones         | Bradley S. Schrager |
| Daniel E. Curriden   | James P. Kemp         | Atif Sheikh         |
| Robert P. Dickerson  | Linda Lam Lay         | Thomas Stafford     |
| Megan K. Dorsey      | Benjamin J. Leavitt   | Daniel H. Stewart   |
| James L. Edwards     | James T. Leavitt      | Natalla Vander Laan |
| Christian J. Gabroy  | Brittany M. Llewellyn | Edward E. Vargas    |
| María Gall           | Bryce C. Loveland     | Dan R. Waite        |
| Kristen T. Gallagher | Lisa A. McClane       | John L. Waite, III  |
| Marybeth Gardner     | Emily M. McFarling    | John White          |
| Vanessa S. Goulet    | J. Scott MacDonald    | Shannon R. Wilson   |

### Attorneys who participated in Ask-A-Lawyer, Lawyer in the Library or other clinics:

|                      |                    |                     |
|----------------------|--------------------|---------------------|
| Seth Adams           | Allison Joffe      | Yasnai              |
| Alyssa Aklestad      | Bronagh M. Kelly   | Rodriguez-Zaman     |
| Norman Allen         | David Krieger      | Michael V. Roth     |
| Michael G. Alonso    | Linda Lay          | Kevin P. Ryan       |
| Elizabeth M. Bittner | Bonnie Lonardo     | John M. Samberg     |
| Robert H. Broili     | Colton T. Loretz   | Glenn Schepps       |
| Marilyn Caston       | Adam P. McMillen   | Gary Silverman      |
| Robert Cerceo        | Susan Maheu        | Tehan W. Slocum     |
| Michelle             | Philip M. Mannelly | James Smith         |
| Darque-Kaplan        | Shell Mercer       | Cassie Stratford    |
| Kristine Davis       | Mikyla Miller      | Janet E. Traut      |
| Lisa M. Frass        | Rebecca Miller     | Natalia Vander Laan |
| Marybeth Gardner     | Carlos Morales     | Leah Wigren         |
| Marjorie Guymon      | Jean Parraguirree  | Bruce Woodbury      |
| Nicole M. Harvey     | Aaron V. Richter   | Marilyn York        |
| Kendra J. Jepsen     | Jacob Reynolds     |                     |

BOLD honors multiple cases accepted and/or sessions conducted within the month.

Be sure to follow the Nevada Supreme Court Access to Justice Commission on Facebook & Twitter @NevadaATJ to stay up to date!



IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC;  
Appellants/Cross-Respondents,  
vs.  
DANIEL S. SIMON; AND THE LAW OFFICE  
OF DANIEL S. SIMON, A PROFESSIONAL  
CORPORATION,  
Respondents/Cross-Appellants.

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,  
Appellants,  
vs.  
DANIEL S. SIMON; AND THE LAW OFFICE  
OF DANIEL S. SIMON, A PROFESSIONAL  
CORPORATION,  
Respondents.

Supreme Court No. 77678  
District Court Case No. A738444

**FILED**

APR 13 2021

*Elizabeth A. Brown*  
CLERK OF COURT

Supreme Court No. 78176  
District Court Case No. A738444

CLERK'S CERTIFICATE

STATE OF NEVADA, ss.

I, Elizabeth A. Brown, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"ORDER the judgement of the district court AFFIRMED in part and VACATED in part AND REMAND this matter to the district court for proceedings consistent with this order."

Judgment, as quoted above, entered this 30 day of December, 2020.

A-16-738444-C  
CCJR  
NV Supreme Court Clerks Certificate/Judgm  
4951019



JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"Rehearing Denied."



Judgment, as quoted above, entered this 18 day of March, 2021.

IN WITNESS WHEREOF, I have subscribed  
my name and affixed the seal of the Supreme  
Court at my Office in Carson City, Nevada this  
April 12, 2021.

Elizabeth A. Brown, Supreme Court Clerk

By: Kaitlin Meetze  
Administrative Assistant



IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,  
Appellants/Cross-Respondents,

vs.

DANIEL S. SIMON; AND THE LAW  
OFFICE OF DANIEL S. SIMON, A  
PROFESSIONAL CORPORATION,  
Respondents/Cross-Appellants.

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,  
Appellants,

vs.

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

No. 77678

**FILED**

DEC 30 2020

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
DEPUTY CLERK

No. 78176

***ORDER AFFIRMING IN PART, VACATING IN PART AND  
REMANDING***

These consolidated matters include two appeals and a cross-appeal that challenge district court orders dismissing a complaint under NRCP 12(b)(5), adjudicating an attorney lien, and granting in part and denying in part a motion for attorney fees and costs.<sup>1</sup> Eighth Judicial District Court, Clark County; Tierra Danielle Jones, Judge.<sup>2</sup>

Brian and Angela Edgeworth are business owners and managers. A fire sprinkler malfunctioned and flooded a home they were constructing, causing \$500,000 in damages. Both the fire-sprinkler

<sup>1</sup>Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this appeal.

<sup>2</sup>The Honorable Abbi Silver, Justice, did not participate in the decision of this matter.



manufacturer and plumbing company refused to pay for the damage. Daniel Simon, a Las Vegas attorney and close friend of the Edgeworths, offered to help. There was no written fee agreement, as Simon only planned to send a few letters. However, Simon eventually sued the responsible parties on the Edgeworths' behalf, billing the Edgeworths a "reduced" rate of \$550 per hour through four invoices totaling \$367,606, which the Edgeworths paid in full. Eventually, Simon helped secure a \$6 million settlement agreement, and when the Edgeworths asked Simon to provide any unpaid invoices, Simon sent them a letter with a retainer agreement for \$1.5 million beyond what they had already paid him for his services. The Edgeworths refused to pay and retained new counsel. Simon then filed an attorney lien. The Edgeworths responded by suing him for breach of contract and conversion.

Simon moved to dismiss the Edgeworths' complaint under both NRCP 12(b)(5) and Nevada's anti-SLAPP statutes and he moved for adjudication of the lien. The district court consolidated the cases. The district court first addressed Simon's attorney lien and held an extensive evidentiary hearing. After the hearing, the district court found that Simon and the Edgeworths did not have an express oral contract. Although the district court found that Simon and the Edgeworths had an implied contract for the hourly rate of \$550 per hour for Simon and \$275 per hour for Simon's associates, it also determined that the Edgeworths constructively discharged Simon when they retained new counsel. Therefore, the district court awarded Simon roughly \$285,000 for attorney services rendered from September 19 to November 29, 2017, and \$200,000 in quantum meruit for the services he rendered after November 29, the date of the constructive



discharge.<sup>3</sup> Relying on the evidence presented at the hearing adjudicating the attorney lien, the district court dismissed the Edgeworths' complaint and awarded Simon \$55,000 in attorney fees and costs for defending the breach of contract action. It then denied Simon's anti-SLAPP motion as moot.

*The constructive discharge for purposes of adjudicating attorney lien and \$200,000 quantum meruit award*

We review a "district court's findings of fact for an abuse of discretion" and "will not set aside those findings unless they are clearly erroneous or not supported by substantial evidence." *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660-61 (2004) (internal quotation marks omitted). The Edgeworths argue that substantial evidence does not support the district court's constructive discharge finding because Simon never withdrew from the case, continued working on it through its conclusion, and billed them after the date of the constructive discharge. We disagree.

A constructive discharge occurs when a party's conduct "dissolves the essential mutual confidence between attorney and client," *Brown v. Johnstone*, 450 N.E.2d 693, 695 (Ohio Ct. App. 1982) (holding that a client terminated the attorney-client relationship when he initiated grievance proceedings against and stopped contacting his attorney), or the client takes action that prevents the attorney from effective representation, *McNair v. Commonwealth*, 561 S.E.2d 26, 31 (Va. Ct. App. 2002) (explaining that in the criminal context, constructive discharge can occur where "the defendant place[s] his counsel in a position that precluded effective

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<sup>3</sup>On appeal, the Edgeworths challenge only the \$200,000 award in quantum meruit.



representation"). Substantial evidence in the record demonstrates that the Edgeworths hired new counsel; stopped directly communicating with Simon; empowered their new counsel to resolve the litigation; and settled claims against Simon's advice at the urging of new counsel. Accordingly, we conclude that the district court acted within its sound discretion by finding that the Edgeworths constructively discharged Simon on November 29, 2017.

Although we conclude that the district court correctly found that Simon was entitled to quantum meruit for work done after the constructive discharge, *see Gordon v. Stewart*, 74 Nev. 115, 119, 324 P.2d 234, 236 (1958) (upholding an award in quantum meruit to an attorney after breach of contract), *rejected on other grounds by Argentina Consol. Min. Co. v. Jolley Urga Wirth Woodbury & Standish*, 125 Nev. 527, 537-38, 216 P.3d 779, 786 (2009), we agree with the Edgeworths that the district court abused its discretion by awarding \$200,000 in quantum meruit<sup>4</sup> without making findings regarding the work Simon performed after the constructive discharge. *Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 82, 319 P.3d 606, 616 (2014) (reviewing district court's attorney fee decision for an abuse of discretion).

A district court abuses its discretion when it bases its decision on an erroneous view of the law or clearly disregards guiding legal principles. *See Bergmann v. Boyce*, 109 Nev. 670, 674, 856 P.2d 560, 563 (1993), *superseded by statute on other grounds as stated in In re DISH Network Derivative Litig.*, 133 Nev. 438, 451 n.6, 401 P.3d 1081, 1093 n.6 (2017). "[T]he proper measure of damages under a *quantum meruit* theory

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<sup>4</sup>The Edgeworths do not contest the validity of the attorney lien or the district court's jurisdiction to adjudicate it.



of recovery is the reasonable value of [the] services." *Flamingo Realty, Inc. v. Midwest Dev., Inc.*, 110 Nev. 984, 987, 879 P.2d 69, 71 (1994) (alteration in original) (internal quotation marks omitted). A district court must consider the *Brunzell* factors when determining a reasonable amount of attorney fees. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). Those factors are: (1) the quality of the advocate; (2) the character of the work, e.g., its difficulty, importance, etc.; (3) the work actually performed by the advocate; and (4) the result. *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The Edgeworths challenge the third factor, arguing that the district court's order did not describe the work Simon performed after the constructive discharge. While the district court stated that it was applying the *Brunzell* factors for work performed only after the constructive discharge, much of its analysis focused on Simon's work throughout the entire litigation. Those findings, referencing work performed before the constructive discharge, for which Simon had already been compensated under the terms of the implied contract, cannot form the basis of a quantum meruit award. Although there is evidence in the record that Simon and his associates performed work after the constructive discharge, the district court did not explain how it used that evidence to calculate its award. Thus, it is unclear whether \$200,000 is a reasonable amount to award for the work done after the constructive discharge. Accordingly, we vacate the district court's grant of \$200,000 in quantum meruit and remand for the district court to make findings regarding the basis of its award.

*The NRCP 12(b)(5) motion to dismiss*

Following the evidentiary hearing regarding the attorney lien, the district court dismissed the Edgeworths' complaint. In doing so, the district court relied on the evidence presented at the evidentiary hearing to



find that there was no express contract and thus dismissed the breach of contract, declaratory relief, and breach of covenant of good faith and fair dealing claims. It further found that Simon complied with the statutory requirements for an attorney lien and therefore dismissed the conversion and breach of fiduciary duty claims, as well as the request for punitive damages.

The Edgeworths argue that the district court failed to construe the allegations in the amended complaint as true and instead considered matters outside the pleadings—facts from the evidentiary hearing. In effect, the Edgeworths argue that, under the NRCP 12(b)(5) standard, the district court was required to accept the facts in their complaint as true regardless of its contrary factual findings from the evidentiary hearing. Under the circumstances here, we are not persuaded that the district court erred by dismissing the complaint.

While the district court should have given proper notice under NRCP 12(d) that it was converting the NRCP 12(b)(5) motion to one for summary judgment, it did not err by applying its findings from the evidentiary hearing when ruling on the NRCP 12(b)(5) motion, as it had told the parties it was waiting to rule on this motion until after the lien adjudication hearing. Under the law-of-the-case doctrine, a district court generally should not reconsider questions that it has already decided. See *Reconstrust Co., N.A. v. Zhang*, 130 Nev. 1, 7-8, 317 P.3d 814, 818 (2014) (“The law-of-the-case doctrine ‘refers to a family of rules embodying the general concept that a court involved in later phases of a lawsuit should not re-open questions decided (i.e., established as law of the case) by that court or a higher one in earlier phases.’”) (quoting *Crocker v. Piedmont Aviation, Inc.*, 49 F.3d 735, 739 (D.C. Cir. 1995)); see also *United States v. Jingles*, 702 F.3d 494, 499 (9th Cir. 2012) (“Under the law of the case doctrine, a court is



ordinarily precluded from reexamining an issue previously decided by the same court, or a higher court, in the same case.”) (internal quotation marks omitted). The doctrine applies where “the issue in question [was] ‘decided explicitly . . . in [the] previous disposition.’” *Jingles*, 702 F.3d at 499 (second alteration in original) (quoting *United States v. Lummi Indian Tribe*, 235 F.3d 443, 452 (9th Cir. 2000)).

Because it was necessary for the district court to determine if there was an express contract when adjudicating the attorney lien, its finding that there was no express oral contract between Simon and the Edgeworths became the law of the case in the consolidated action. See NRS 18.015(6) (requiring the court where an attorney lien is filed to “adjudicate the rights of the attorney, client or other parties and enforce the lien”); NRCP 42(a) (allowing consolidation where actions “involve a common question of law or fact”). As it was the law of the case, that finding bound the district court in its adjudication of the NRCP 12(b)(5) motion.<sup>5</sup> See *Awada v. Shuffle Master, Inc.*, 123 Nev. 613, 623, 173 P.3d 707, 714 (2007) (upholding a district court’s decision where the district court held a bench trial to resolve equitable claims and then applied those findings to dismiss the remaining legal claims). Similarly, the district court’s finding that Simon properly perfected the attorney lien became the law of the case and thus bound the district court during its adjudication of the NRCP 12(b)(5) motion. Accordingly, because the district court properly applied its past

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<sup>5</sup>The Edgeworths do not argue that the district court’s finding of an implied contract could have formed the basis of their breach of contract and good faith and fair dealing claims.



findings to the present motion, it did not err in granting the NRCP 12(b)(5) motion.<sup>6</sup>

*The \$50,000 attorney fee award under NRS 18.010(2)(b)*

The Edgeworths argue that the district court abused its discretion by awarding attorney fees to Simon in the context of dismissing their conversion claim because their claim was neither groundless nor brought in bad faith and the district court failed to consider the *Brunzell* factors.

The district court awarded attorney fees under NRS 18.010(2)(b) for the Edgeworths' conversion claim alone because it found that the Edgeworths' conversion claim was not maintained upon reasonable grounds. Once Simon filed the attorney lien, the Edgeworths were not in exclusive possession of the disputed fees, *see* NRS 18.015(1), and, accordingly, it was legally impossible for Simon to commit conversion, *see M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 911, 193 P.3d 536, 543 (2008) (holding that to prevail on a conversion claim, the plaintiff must have an exclusive right to possess the property). We perceive no abuse of discretion in this portion of the district court's decision. *See* NRS 18.010(2)(b) (authorizing courts to award attorney fees for claims "maintained without reasonable ground or to harass the prevailing party"). As to the amount of the award, however, we conclude that the district court's order lacks support. The district court need not explicitly mention each

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<sup>6</sup>In his cross-appeal in Docket No. 77678, Simon argues that the district court erred by denying his anti-SLAPP special motion to dismiss as moot. However, Simon failed to present cogent arguments and relevant authority in his opening brief. Accordingly, we do not consider his argument. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (declining to consider issues that are not supported by cogent argument).



*Brunzell* factor in its order so long as the district court "demonstrate[s] that it considered the required factors, and the award [is] supported by substantial evidence." *Logan*, 131 Nev. at 266, 350 P.3d at 1143 (mandating that a district court consider the *Brunzell* factors, but explaining that "express findings on each factor are not necessary for a district court to properly exercise its discretion").

While the district court did not make explicit *Brunzell* findings, it satisfied the first prong under *Logan* by noting that it "[had] considered all of the factors pertinent to attorney's fees." However, the district court did not provide sufficient reasoning explaining how it arrived at \$50,000, and it is not obvious by our review of the record. Accordingly, we vacate the district court's order awarding attorney fees and remand for further findings.

*The costs award*

The Edgeworths challenge the award of costs, arguing that the district court failed to explain or justify the amount. Having considered the record and the parties' arguments, we conclude that the district court acted within its sound discretion in awarding Simon \$5,000 in costs. *Logan*, 131 Nev. at 267, 350 P.3d at 1144 (explaining that this court reviews an award of costs for an abuse of discretion). Here, the district court explained that it awarded \$5,000 of the requested \$18,434.74 because Simon only requested an award for work performed on the motion to dismiss, not the adjudication of the attorney lien. As Simon's counsel acknowledged, only \$5,000 of the requested costs related to the motion to dismiss and thus only that \$5,000 is recoverable. Because the cost award is supported by an invoice and memorandum of costs, we conclude that the district court acted within its sound discretion when it awarded \$5,000 in costs to Simon.



In sum, as to the Edgeworths' appeal in Docket No. 77678, we affirm the district court's order granting Simon's motion to dismiss as well as the order awarding \$5,000 in costs. However, we vacate the district court's order awarding \$50,000 in attorney fees and \$200,000 in quantum meruit and remand for further findings regarding the basis of the awards. As to Simon's cross-appeal in Docket No. 78176, we affirm the district court's order denying Simon's anti-SLAPP motion as moot.

For the reasons set forth above, we

ORDER the judgment of the district court AFFIRMED in part and VACATED in part AND REMAND this matter to the district court for proceedings consistent with this order.

Pickering C.J.  
Pickering

Gibbons J.  
Gibbons

Hardesty J.  
Hardesty

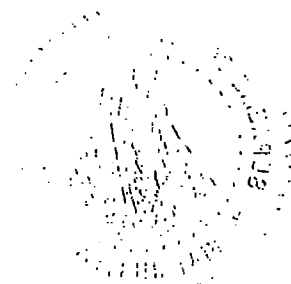
Parraguirre J.  
Parraguirre

Stiglich J.  
Stiglich

Cadish J.  
Cadish



cc: Hon. Tierra Danielle Jones, District Judge  
Dana Jonathon Nitz, Settlement Judge  
James R. Christensen  
Vannah & Vannah  
Christiansen Law Offices  
Eighth District Court Clerk





IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,  
Appellants/Cross-Respondents,

vs.

DANIEL S. SIMON; AND THE LAW  
OFFICE OF DANIEL S. SIMON, A  
PROFESSIONAL CORPORATION,  
Respondents/Cross-Appellants.

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,  
Appellants,

vs.

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

No. 77678

**FILED**

MAR 18 2021

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
DEPUTY CLERK

No. 78176

**ORDER DENYING REHEARING**

Rehearing denied. NRAP 40(c).

It is so ORDERED.

*[Signature]*, C.J.  
Hardesty

*[Signature]*, J.  
Parraguirre

*[Signature]*, J.  
Cadish

*[Signature]*, J.  
Pickering

*[Signature]*, J.  
Stiglich

*[Signature]*, J.  
Silver

*[Signature]*, J.  
Herndon

Supreme Court  
of  
Nevada

JSY 1947A

71-07874



cc: Hon. Tierra Danielle Jones, District Judge  
Vannah & Vannah  
James R. Christensen  
Christiansen Law Offices  
Eighth District Court Clerk



**IN THE SUPREME COURT OF THE STATE OF NEVADA**

EDGEWORTH FAMILY TRUST; AND  
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vs.

DANIEL S. SIMON; AND THE LAW OFFICE  
OF DANIEL S. SIMON, A PROFESSIONAL  
CORPORATION,  
Respondents/Cross-Appellants.

**Supreme Court No. 77678**  
District Court Case No. A738444

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,  
Appellants,  
vs.

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

**Supreme Court No. 78176**  
District Court Case No. A738444

**REMITTITUR**

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order.  
Receipt for Remittitur.

DATE: April 12, 2021

Elizabeth A. Brown, Clerk of Court

By: Kaitlin Meetze  
Administrative Assistant

cc (without enclosures):

Hon. Tierra Danielle Jones, District Judge  
Vannah & Vannah  
James R. Christensen  
Christiansen Law Offices \ Peter S. Christiansen



**RECEIPT FOR REMITTITUR**

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the  
REMITTITUR issued in the above-entitled cause, on APR 13 2021.

HEATHER UNGERMANN

Deputy District Court Clerk

**RECEIVED  
APPEALS  
APR 13 2021  
CLERK OF THE COURT**



## CERTIFICATE OF SERVICE

I certify that I am an employee of MORRIS LAW GROUP; I am familiar with the firm's practice of collection and processing documents for mailing; that, in accordance therewith, I caused the following document to be e-served via the Supreme Court's electronic service process. I hereby certify that on the 4<sup>th</sup> day of December, 2023, a true and correct copy of the foregoing **EDGEWORTH APPELLANTS' APPENDIX TO OPENING BRIEF (VOLUME II)** was served by the following method(s):

☒ Supreme Court's EFlex Electronic Filing System

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*Attorneys for Respondent Law Office  
of Daniel S. Simon, A Professional  
Corporation; and Daniel S. Simon*

DATED this 4th day of DECEMBER, 2023.

By: /s/ CATHY SIMICICH