

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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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 VIII
BATES AA1509-AA1717**

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***EDGEWORTH FAMILY TRUST, ET AL. vs.
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CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL	BATES NOS.
2018-08-27	Excerpts of Evidentiary Hearing Transcript (Day 1)	I	AA0001-06
2018-08-30	Excerpts of Evidentiary Hearing Transcript (Day 4)	I	AA0007-22
2018-10-11	Decision and Order on Motion to Adjudicate Lien (original)	I	AA0023-48
2018-11-19	Decision and Order on Motion to Adjudicate Lien (Amended)	I	AA0049-71
2020-12-30	Nevada Supreme Court Order Affirming in Part, Vacating in Part Remanding	I	AA0072-86
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	AA0087-111
2021-03-30	Defendant's Motion for Reconsideration of Lien & Attorney's Fees & Costs Orders and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0112-406
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	II	AA0407-423
2021-04-13	Opposition to Motion to Reconsider & Request for Sanctions; Counter Motion to Adjudicate Lien on Remand	III	AA0424-626
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2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0652-757
2021-05-13	Edgeworths' Motion for Order Releasing Client Funds and Requiring Production of Complete Client File	IV	AA0758-832
2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	V	AA0833-937
2021-05-20	Edgeworths' Reply ISO Motion for Reconsideration of Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Third Amended Decision and Order on Motion to Adjudicate Lien	V	AA0938-978
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2021-09-19	Amended Docketing Statement	VII	AA1290-1301
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2023-03-14	Reply ISO Motion for Adjudication Following Remand	VIII	AA1650-1717
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2022-09-27	Fourth Amended Decision & Order on Motion to Adjudicate Lien	VII	AA1318-1343
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	II	AA0407-423
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2021-07-22	Notice of Appeal	VI	AA1094-1265
2023-05-24	Notice of Appeal	IX	AA1782-1784
2023-04-24	Notice of Entry of Fifth Amended Decision and Order on Motion to Adjudicate Lien	IX	AA1749-1781
2021-06-18	Notice of Entry of Order of Decision & Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Counter Motion to Adjudicate Lien on Remand	VI	AA1086-1093
2021-05-24	Notice of Entry of Order Re Second Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs	VI	AA1048-1056
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2023-03-14	Reply ISO Motion for Adjudication Following Remand	VIII	AA1650-1717

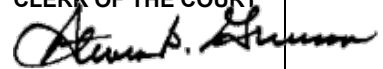
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2021-05-27	Transcript of 05-27-21 Hearing Re-Pending Motions	VI	AA1057-1085

EXHIBIT E

EXCERPTS FROM 8/30/18 HEARING



1 RTRAN

2
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4
5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C
DEPT. X

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

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 4**

22 APPEARANCES:

23 For the Plaintiff:

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

24 For the Defendant:

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

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

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

3 A Yes.

4 Q Can you sum up that letter and --

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

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

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

20 A Yes.

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

23 A Obviously.

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

1 A Correct.

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

4 A Yes.

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

7 A Yes.

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

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

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

16 A Yes.

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

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

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

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

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

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

9 BY MR. CHRISTENSEN:

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

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

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

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

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

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

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

24 THE COURT: Okay.

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

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

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

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

13 THE WITNESS: Before I was fired, yeah.

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

15 THE WITNESS: Yes.

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

18 THE WITNESS: Nope.

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

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

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

23 THE WITNESS: Correct.

24 THE COURT: Okay.

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

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

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

5 THE WITNESS: I had forward it to him.

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

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

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

11 THE WITNESS: Yeah.

12 THE COURT: You forward it to Vannah. And then the next
13 time you saw it, it had the Edgeworth's signature on it being hand-
14 delivered to you to go back to Lange?

15 THE WITNESS: Correct.

16 THE COURT: Okay.

17 BY MR. CHRISTENSEN:

18 Q And just so that I understand this, a lot of times when you
19 were negotiating a release, you sent back proposed versions all the time
20 on email and people could track changes and all that stuff on it. What I
21 seemed to hear you say is that you actually physically went to Mr.
22 Henriod's office, Joel's office, sat down with them and went through it
23 right there?

24 A Correct.

25 Q Okay. And as a result of that meeting, that's what resulted in

1 what appears to be this document?

2 A Yes.

3 Q But someone put in paragraph E, right?

4 A Yep.

5 Q Okay. Later on --

6 THE COURT: So, paragraph E wasn't in there when you got
7 it?

8 THE WITNESS: What's that?

9 THE COURT: Paragraph E was not in the document that you
10 forwarded to the Edgeworth's?

11 THE WITNESS: That I don't know if E was in there or not.

12 THE COURT: Okay.

13 THE WITNESS: But I don't know if E was in there. All I know
14 is I hammered out some of the major terms, which were the mutual
15 release, if that's in that document, confidentiality, and preserving the
16 Lange claim; because those were some issues of contention.

17 BY MR. CHRISTENSEN:

18 Q And whenever section E was put in, that was accurate
19 because you didn't get the -- I mean normally you sit down with a client
20 and you're going over the release kind of paragraph by paragraph or
21 section by section, correct?

22 A Yeah.

23 Q And you didn't have that opportunity?

24 A No. And I didn't even know of Vannah's involvement at that
25 time, so, you know, paragraph E must of potentially come later. I don't

1 know the exact timing of all E, but it was -- you know, it was at the point
2 in time where Vannah was obviously involved because he was known to
3 the Defendants. And I wasn't at that point, you know, involved in the
4 case where I was even able to explain the release.

5 Q In fact, even in this courtroom when the Lange release was
6 presented, you declined to sign it?

7 A Correct. I mean I can't sign off on a release, I can't have my
8 name in a release if I'm not the one advising the client about the release.
9 So, at some point in time, whether this was the actual document that
10 was finalized with me and Mr. Henriod or just before their signing, I
11 wasn't representing them at that point in time because I didn't explain
12 the release to them.

13 Q That doesn't mean a client doesn't get the money or that the
14 settlement is blown up or anything, correct?

15 A Correct.

16 Q It just means you don't sign the release?

17 A Correct.

18 MR. CHRISTENSEN: Any other questions, Your Honor, on
19 the --

20 THE COURT: No.

21 MR. CHRISTENSEN: Thank you, Your Honor.

22 BY MR. CHRISTENSEN:

23 Q You did reach out once on -- on or about Tuesday, December
24 5 to Brian Edgeworth; is that correct?

25 A Yes.

1 A Agreed, it says that.

2 Q I said, take it, take the 25,000. So, you went back to him and
3 talked, and listen, I'm grateful for you, and you used your skills, which
4 are legendary. You've got good skills. You will use your skills, and not
5 only did you get 25 you got it up to a 100, and they had to pay back 22,
6 but they still -- now they're getting 75 instead of 25, which means you've
7 done better than what all authority you had.

8 So, basically, on that day, and that turned out to be exactly what
9 was eventually signed and settled, right?

10 A Yes.

11 Q And when we came to Court, I mean, I want to -- because Mr.
12 Christensen who maybe wasn't here that day, and I don't want to
13 impugn him, but at Court you point out, oh, I'm not, Mr. Vannah is the
14 one that's on that settlement document; he's the one that signed it, not
15 me.

16 Well, that's because, when we're standing here, and I can pull that
17 document out, you said, I don't want to sign, I don't want to sign it
18 because Mr. Vannah has talked to these people, and the judge said, Mr.
19 Vannah, do you have any trouble signing this? I'm like, I'm not even in
20 this case. Now, I have that, I could read that transcript, but if you doubt
21 me, we can --

22 A I know exactly what the transcript says.

23 Q Yeah. And I said, I'm not even in that case, but if you want
24 me to sign it, fine, I'll sign it, because I want this thing to wrap up, and
25 it's not a big deal to me, and I remember I said, it's trivial, is the words I

1 used, it's trivial, whether I sign it, or you sign it. But if you want me to
2 sign it, I'll sign it. Even though it wasn't my name on it, it was yours.

3 A What you quoted was, I don't know anything about the
4 underlying case, but I'm happy to sign it.

5 Q Okay. And that's how I ended up signing that, right?

6 A Right. Because I'm not -- I didn't feel like I was their lawyer
7 anymore.

8 Q Okay.

9 A But I'm coming to these appearances because --

10 Q Because? When did you withdraw?

11 A I've never --

12 Q When did you -- you've never withdrawn.

13 A I've never withdrawn.

14 Q If you feel like that you can't wrap -- you had this case
15 wrapped up on December 30th -- by December 1st. By December 1st
16 you had a signed agreement with Viking, and you had accepted the
17 \$100,000, you had 40, and you accept 25 and you got a 100, and that
18 turned out to be the amount. I mean, that all happened on November
19 30th, frankly, right here.

20 MR. CHRISTENSEN: Objection. Foundation and compound.

21 THE WITNESS: The Viking settlement was --

22 THE COURT: Hold on just one second --

23 THE WITNESS: Sorry.

24 THE COURT: -- Mr. Simon. Mr. Vannah?

25 MR. VANNAH: Yes.

1 THE COURT: What is your response to the objection?

2 MR. VANNAH: Well, it's not compound. And I don't know

3 what lack of foundation we're talking about. I mean, he's the person that

4 did it. I'm just asking --

5 MR. CHRISTENSEN: May I respond, Your Honor?

6 MR. VANNAH: -- did this happen that way?

7 THE COURT: Mr. Christensen?

8 MR. CHRISTENSEN: It's compound because of all the

9 information in there. There's two or three different questions, I actually

10 lost track. There's a lack of foundation because although Mr. Vannah

11 keeps on saying you accepted. There's no evidence that backs that up.

12 THE COURT: Okay.

13 BY MR. VANNAH:

14 Q Well, you were told to accept it.

15 THE COURT: Well, hold on --

16 BY MR. VANNAH:

17 Q You were --

18 THE COURT: -- Mr. Vannah, I haven't ruled yet.

19 MR. VANNAH: Oh, I'm sorry.

20 THE COURT: I'm still here.

21 MR. VANNAH: I was just going to try to make it easier.

22 THE COURT: Well, Mr. Vannah, re-ask the question. I mean,

23 is the question, did Mr. Simon wrap the Lange and the Viking

24 settlements on November 30th?

25 MR. VANNAH: He wrapped up -- he did.

1 THE COURT: But, I mean, is that the question?

2 MR. VANNAH: Yeah.

3 THE COURT: Okay. Mr. Simon, can you answer that
4 question?

5 THE WITNESS: Yeah. The Viking settlement was December
6 1st, and your Lange settlement was December 7th.

7 BY MR. VANNAH:

8 Q That's when you signed, the documents were signed for
9 Lange.

10 A Right. That's when the settlement was done. I'm
11 communicating to you this better offer that you're going to go take to the
12 clients, which led to a discussion for a consent to sell on December 7th.

13 Q I didn't take it to the clients, because it was more than the
14 authority I had. It said, oh, if we have more authority do it.

15 A Well, the consent to settle that is from -- drafted by your
16 office has both of their signatures saying that you advised them.

17 Q I did.

18 A About the 100,000?

19 Q I did that too. But I already had authority at 25.

20 A Oh, okay, well, I just heard you say that you --

21 THE COURT: Okay, you guys. I don't really know what's
22 happening here, but there's not any questions being asked. You two are
23 having some sort of conversation.

24 THE WITNESS: Fair enough.

25 MR. VANNAH: I know.

1 THE COURT: Can we get back to the question section.

2 BY MR. VANNAH:

3 Q November 30th, I told you. Clients have authorized a
4 settlement for \$25,000 with Lange.

5 A That's what the email says, yes.

6 Q Go do it. That's what it's --

7 A Yes.

8 Q -- saying, go take it?

9 A Right.

10 Q They had authority at 25, so when he came back and said, I'll
11 pay you a 100, even though you got to pay 22 back, that's certainly better
12 than 25, right?

13 A Right.

14 Q I mean, haven't you ever had authority from a client, where
15 the client says, I'll take a million dollars, and you came back, and you
16 said, guess what, I got you a million-one, did you think you had to go
17 back and talk to him about that?

18 A This particular deal, yes.

19 Q All right.

20 A Because Teddy Parker was requiring 22 be paid back to
21 Lange Fleming, who that man over there despised at the time.

22 Q All right. In any event the Lange Plumbing settlement
23 documents were all signed by December 7th, with exactly what we
24 talked about, the 100,000 --

25 A Yes.

1 Q -- minus the 22?

2 A Agreed.

3 Q And got paid?

4 A Agreed.

5 Q Okay. And the rule is if you -- anyway, you didn't withdraw
6 from the case, you're still attorney of record. I am not attorney of record,
7 am I?

8 A No. You never provided a substitution attorney, correct?

9 Q I didn't sub --

10 A And you didn't associate-in either?

11 Q I didn't substitute-in, I didn't associate-in, and I even -- when I
12 came to Court I clearly said I can show you that, to the Judge. I don't --
13 I'm not here representing them on this case as Mr. Simon, he's attorney
14 of record. Do you want me to sign a document? I'll sign anything you
15 want to get the case to go down, but at no time did you ever withdraw
16 from the case or become not the attorney of record, correct?

17 A Correct.

18 Q Okay.

19 MR. VANNAH: Let me see if there's anything else.

20 [Counsel confer]

21 MR. VANNAH: One second, Your Honor, if you don't mind?

22 THE COURT: No problem.

23 MR. VANNAH: I don't have any further questions. Thank
24 you.

25 THE COURT: Okay. Mr. Christensen, do you have any

1 redirect?

2 MR. CHRISTENSEN: I do, Your Honor.

3 THE COURT: Do we need to get Mr. Kemp on now, or -- Mr.
4 Kemp do you --

5 MR. KEMP: I'm here all day, Your Honor

6 THE COURT: Okay. Sorry, I didn't if you have another
7 scheduling issue and you had to leave or --

8 MR. KEMP: Thank you, Your Honor

9 THE COURT: Okay. I just saw him here. So, I didn't know if
10 you guys told him to be here at a certain time.

11 MR. CHRISTENSEN: We did. Mr. Vannah was kind enough
12 to let him sit in here, as opposed lonely out in the hallway.

13 [Pause]

14 REDIRECT EXAMINATION

15 BY MR. CHRISTENSEN:

16 Q I'd like to follow-up on the last line of questioning, by Mr.
17 Vannah, about the timing of the Lange settlement.

18 A Okay.

19 Q I'm not going to put up that Google email again, Edgeworth
20 Exhibit 12, but I do want to put up Office Exhibit 46. This is has been
21 seen before. On December 7th was there a conference call between
22 yourself and Mr. Vannah? I'm not sure if Mr. Greene was on the phone; I
23 know I was by that point?

24 A Yes.

25 Q During that conversation was there some discussion of the

1 potential for the attorney fee claim against Lange, based upon a breach
2 of their contract?

3 A It was very limited, but there was a little bit of it.

4 Q Okay. And later on, the consent to settle came in on
5 December 7th, and expressly stated, or directed you to go on out and
6 accept that 100,000 from Lange?

7 A Correct.

8 Q And that was against your advice?

9 A It was against my advice, that's not what I advised, though.

10 Q What was your advice?

11 A My advice was that that was a very valuable claim,
12 depending on whatever the total attorney's fees and costs would be in
13 the case, and that's a valid, viable claim that could have been pursued in
14 a separate proceeding.

15 Q There's been an issue raised, time and time again, where you
16 have to disclose all these bills. And setting Mr. Parker's agreement to
17 extend discovery, that wouldn't necessarily get rid of that argument. Did
18 you have another way to look at that claim?

19 A Yeah. This is why nobody is understanding this claim. All
20 right. There's a contract between the Edgeworths and Lange Plumbing.
21 If they put in a defective product in the house, and it's within the scope
22 of the work, which it was, and it's defective, and he has to go out and
23 enforce that warranty to get paid, because they won't step up and do it,
24 initially, like they didn't, anything that he incurs as far as attorney's fees
25 and costs under Section 18, he can go recover that for.

1 So technically, I could have dismissed all of the claims against
2 Lange, without prejudice, finished up the Viking claim, and refiled that
3 claim, because I had six years to do it, and I could then say, this is all the
4 attorney's fees that Edgeworths incurred, and paid to enforce your
5 warranty against the product manufacturer, and then just brought a
6 straight breach of contract they need. Because they didn't enforce the
7 warranty they get repaid all the attorney's fees and costs.

8 So as far as this silliness about you had to produce everything in
9 discovery, otherwise it's going to be barred, it's just simply not the case,
10 and that's not how it would go; there were many different ways to do it.
11 Of course, we were going to keep them in the case and try, because
12 you're already a year down the line, right?

13 So, when you got trial dates getting bumped out that would have
14 been the quickest way, because Mr. Parker was going to reopen
15 discovery. We were going supplement whatever they ultimately paid,
16 and then you go to trial and have a jury decide if they breach that
17 provision, and what they're entitled to. It seemed like a pretty simple
18 straightforward case to me.

19 Q There was some back and forth about reasonableness of
20 insured conduct?

21 A Yeah.

22 Q When did you take the depositions of the Lange employees?

23 A I took those in April.

24 Q And what did they say? They admitted to the breach of
25 contract. They admitted to the fact that there was a defective product,

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MR. VANNAH: Thank you.

THE COURT: No problem.

MR. VANNAH: That's been great.

[Proceedings adjourned at 4:16 p.m.]

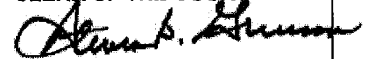
ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



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

EXHIBIT F

EXCERPTS FROM EDGEWORTHS' 5/13/21
MOTION FOR ORDER RELEASING CLIENT
FUNDS AND REQUIRING THE PRODUCTION OF
COMPLETE CLIENT FILE



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

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

LANGE PLUMBING, LLC ET AL.,

Defendants.

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

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

DANIEL S. SIMON, AT AL.,

Defendants.

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

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

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

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

1 IV. CONCLUSION

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

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

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

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

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

18 MORRIS LAW GROUP

19 By: /s/ STEVE MORRIS

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

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

EXHIBIT I

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

MORRIS LAW GROUP
ATTORNEYS AT LAW

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

May 4, 2021

VIA EMAIL: jim@jchristensenlaw.com
James R. Christensen
601 S. 6th Street
Las Vegas, NV 89101

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

Dear Jim:

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

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

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

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

Sincerely, -


Rosa Solis-Rainey

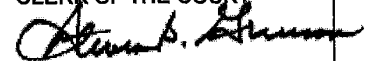
EXHIBIT G

EXCERPTS FROM EDGEWORTHS' 5/21/21 REPLY
IN SUPPORT OF MOTION FOR ORDER
RELEASING CLIENT FUNDS AND REQUIRING
THE PRODUCTION OF COMPLETE CLIENT FILE

MORRIS LAW GROUP

801 S. RANCHO DR., STE. B4 • LAS VEGAS, NEVADA 89106
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Electronically Filed
5/21/2021 5:41 PM
Steven D. Grierson
CLERK OF THE COURT



RIS

MORRIS LAW GROUP

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Attorneys for Defendant

Edgeworth Family Trust and

American Grating, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

LANGE PLUMBING, LLC ET AL.,

Defendants.

) Case No: A-16-738444-C

) Dept. No: X

) HEARING DATE: 5/27/21

) HEARING TIME: 9:30 AM

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

DANIEL S. SIMON, AT AL.,

Defendants.

) Case No: A-18-767242-C

) Dept. No. X

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

) HEARING REQUESTED

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

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

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

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

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

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

3 **C. CONCLUSION**

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

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

16
17 MORRIS LAW GROUP

18 By: /s/ STEVE MORRIS
19 Steve Morris, Bar No. 1543
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24 Edgeworth Family Trust and
25 American Grating, LLC
26
27
28

EXHIBIT H

EXCERPTS FROM SIMON'S 3/11/22 ANSWER TO
WRIT PETITION RE CASE FILE

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC

Petitioners,

vs.

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

Respondents,

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

Real Parties in Interest.

Supreme Court Case No. 84159
Electronically Filed
Mar 11 2022 02:40 p.m.
Elizabeth A. Brown
CLK 18767340-6
(District Court A-16-73844-C)
Consolidated with
A-16-738444-C)

**ANSWER OF RESPONDENTS TO WRIT OF MANDAMUS TO RELEASE
CLIENT FUNDS IN EXCESS OF ADJUDICATED LIEN AMOUNT AND TO
RELEASE THE COMPLETE CLIENT FILE**

JAMES R. CHRISTENSEN, ESQ.

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jim@jchristensenlaw.com

Attorney for Law Office of Daniel S. Simon and Daniel S. Simon

On September 9, 2021, the district court denied the motion for reconsideration. (IV-P000706-714.) In sum, the district court found that the Edgeworths had failed to make a showing that reconsideration was warranted. (*Ibid.*)

On December 13, 2021, this Court dismissed the Edgeworths' attempt to appeal the district court's case file order. (IV-P000715-719.)

On February 1, 2022, the Edgeworths filed a petition for writ of mandamus challenging the district court's case file order. In the petition the Edgeworths tried a new argument for re-production of the case file by claiming without citation or foundation that Simon did not turn over:

[O]r even the fully executed settlement agreements that resulted in the settlement funds on which Simon based his charging lien.

(Petition at 13-14.) If this is their smoking gun, it is not pointed at Simon. The fully executed settlement agreements were signed *after Simon was fired by the Edgeworths* and Vannah had been hired. (I-P000048-49.) On February 20, 2018, at the status check hearing for settlement documents and stipulation and order for good faith settlement, at which both Simon and Vannah appeared, Vannah did not raise a missing fully executed settlement agreement as an issue, which might imply Vannah has a copy. (I-AA00002-11.) Lastly, the Edgeworths have obtained attorney client

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

DATED this 11th day of March, 2022.

/s/ James R. Christensen

JAMES R. CHRISTENSEN, ESQ.
Nevada Bar No. 003861
601 S. 6th Street
Las Vegas, NV 89101
Attorney for Petitioner

EXHIBIT I

EXCERPTS FROM EDGEWORTHS' 4/8/22 REPLY
ISO WRIT PETITION RE CASE FILE

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Apr 08 2022 04:45 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

PETITIONERS,

VS.

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

Respondents,

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

Real Parties in Interest.

Case Number: 84159

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

REPLY IN SUPPORT OF
PETITION FOR WRIT OF
MANDAMUS TO RELEASE
CLIENT FUNDS IN EXCESS OF
ADJUDICATED LIEN AMOUNT
AND TO RELEASE THE
COMPLETE CLIENT FILE

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V. THE DISTRICT COURT SHOULD HAVE ORDERED SIMON TO
RELEASE THE COMPLETE CLIENT FILE

A. The Edgeworths Are Entitled to Their Complete Client File

Simon's contention that NRS 7.055 does not apply because he has not been paid is a nonstarter for the reasons and authority presented at page 27 of the instant petition, which Simon's answer does not address.

Simon has repeatedly and falsely reported to the district court that the Edgeworths have received their file. *See, e.g.*, P000124C (the implication being that he turned over the *entire file* because the Edgeworths have acknowledged they received portions of the file in 2019 and 2020). He now switches tunes and admits that not all of the file has been produced, pointing to the protective order as an excuse and claiming he withheld only confidential information that he alleges is subject to the stipulated protective order. *See, e.g.*, Ans. at 11; *see also* P000309 (testifying unequivocally during the 2018 proceedings that all email had been produced when, at that time, not even the partial file with some of the email had been produced). Yet Simon avoids offering any response to justify withholding emails or other communications memorializing the settlement negotiations, including emails transmitting settlement drafts and the fully executed settlement agreement, when these documents cannot possibly be covered by the

protective order. *Compare* P000167 (telling the Edgeworths on 11/27/17 that the settlement documents had not been received and probably had not been started due to the holiday) *with* P000206-07 (testifying about terms in the agreement (that he was telling his clients he had not received) and confirming that he received the mutual release on 11/27/17).¹⁴

In his turgid answer, Simon rehashes what the Edgeworths acknowledge he produced; he dismisses or fails to address the lack of file organization and gaps in his production. He criticizes the Edgeworths for not addressing the terms of the stipulated protective order, yet he fails to address why the protective order prevents *any party to it* from having access to the documents in their own client file. The protective order was just a tool to facilitate discovery; it entitled parties to designate as confidential discovery that they reasonably believed contained "confidential, proprietary or trade secret information." *See* P000339:5. The Edgeworths are "parties" under the protective order and have a right to their file, and while the protective order protects some documents marked "confidential" from dissemination to *third parties*, the stipulated protective order *does not limit*

¹⁴ These two representations cannot be reconciled; Simon was either untruthful with the client or with the court. If his testimony to the court is the truthful statement, then it also confirms that the partial file he produced was stripped of earlier settlement drafts.

a party's access to its own file nor does it regulate communications between the Edgeworths and their former counsel. See P000338 – 50.

Simon's ad hominem attacks notwithstanding, the Edgeworths reviewed the external drive he provided and identified deficiencies in the file to him through examples. P000251. As examples of the file's incompleteness, the Edgeworths advised Simon's counsel that emails were missing their referenced attachments, that there was missing correspondence with third parties regarding the settlement of the Viking and Lange Plumbing claims, and that complete communications to and from experts, including reports prepared on behalf of the Edgeworths, had been omitted. Simon's own admissions of what the file should contain confirm that what the Edgeworths were given is incomplete. In his answer, Simon admits there were at least 89 exhibits presented to the Court at one point but the "Exhibit" folder produced to the Edgeworths contains only 18 exhibits. The folder titled "Experts" contains the e-served designation of the Edgeworths' experts but no expert reports, no retention letters, no invoices, and no communications with the experts.¹⁵

¹⁵ This information is of interest to the Edgeworths for the reasons set forth in note 3 at 13 of their petition.

The protective order is a false issue. Simon knows that the documents the Edgeworths are most interested in have nothing to do with the protective order because they are *not* confidential documents that were exchanged in discovery. They are largely documents created or received by Simon discussing settlement, exchanging settlement drafts, or the retention and reports of the Edgeworths' own experts.

Tellingly, although Simon claims to be concerned for the confidentiality of the underlying parties in the concluded litigation as an excuse to use the protective order as both a sword and a shield, he had no qualms about providing the Edgeworths documents stamped "confidential" referencing information concerning Viking and/or Lange. *See* P000703 – 5 (examples of documents Simon included in the partial file containing confidential information, the substance of which was redacted by the Edgeworths before submitting the exhibit to the court). Even if the Court determined documents stamped confidential by the Viking and Lange Plumbing parties in the underlying litigation should be kept from the Edgeworths (who were also parties), those documents should have been segregated, logged, and deposited with the district court for review.

Simon also cannot reasonably complain that more examples were provided only in the Edgeworths' reply in support of reconsideration

when the specific examples of disorganization and missing exhibits were offered by the Edgeworths in response to the declaration Simon submitted in his opposition denying disorganization or any gaps in the production. P000487 – 89. In other words, Simon invited additional proof. He presumably kept the partial file he produced to the Edgeworths on a hard drive. Instead of irresponsibly making bogus denials and ignoring the identified problems with his production, Simon easily could have examined the examples of deficiencies provided to him by the Edgeworths after review of the partial file he produced. If he had done this, he would not have forced the Edgeworths to provide additional specific examples to be brought up in reply. *See* P000251 (Edgeworths' initial motion identifying nearly identical examples of what remains missing to this day, which Simon could easily have correlated to the partial file he produced that was "stripped of the referenced attachments. . . . missing correspondence, including email with third parties regarding settlement of the Viking and Lange Plumbing claims. . . . missing earlier drafts of settlement agreements . . . expert reports prepared on behalf of the Edgeworths); *see also* P000495 (describing examples of file disorganization). Simon never explained why the specific documents requested in other motion practice that cannot reasonably be said

to be covered under the protective order have been withheld.¹⁶ *See e.g.*, P000494 (referencing requests for all drafts of settlement agreements, all email by and among counsel regarding settlement discussions, emails with experts, opposing counsel, etc.).

VI. CONCLUSION

Simon's answer has not presented any legal reason why the Edgeworths' excess funds should not be immediately released and why he should not be ordered to turn over their complete client file. The Edgeworths respectfully ask that the Court grant this petition, and order the district court to: (i) vacate its June 17, 2021, order (NOE 6/18/21) declining to release

¹⁶ Although Mr. Vannah advised the Edgeworths on the Viking settlement and obtained their signatures on the settlement agreement, the signed agreement was routed to Viking through Simon at his request, *and* he did not produce the fully executed copy signed by Viking in the partial file he gave the Edgeworths. *See* P000188 (Simon email requesting that signed settlement documents be routed through his office). The missing document was not intended as a smoking gun but merely as an example of a non-confidential document that is not in the partial file Simon provided; moreover, *Simon's answer does not contest the fact it was not provided*. Simon's flip response to the missing document is that the Edgeworths could have obtained it from Viking (Ans. at 18), as he has previously taken the position that documents copied to the Edgeworths in the course of litigation, obtained from other sources, or somehow made part of the court record did need to be produced as part of his client file. This misses the point: it is unreasonable to expect that clients will maintain a complete file of litigation for which they have retained counsel to address and document. Furthermore, NRS 7.055 does not say a lawyer has to turn over only the portions of the client file that a lawyer doesn't think the client can scrounge up from other sources.

funds in excess of the lien amount; and (ii) instruct Simon to produce the complete file of his former clients.

MORRIS LAW GROUP

By: /s/ STEVE MORRIS

Steve Morris, Bar No. 1543

Rosa Solis-Rainey, Bar No. 7921

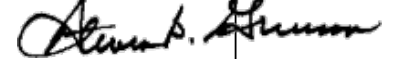
801 South Rancho Dr., Ste B4

Las Vegas, NV 89106

Attorneys for Petitioners

EXHIBIT J

EXCERPTS FROM SIMON'S 11/14/22 OPP'N TO
OSC MOTION



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

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

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC
Plaintiffs,

vs.

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

Defendants.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

Case No.: A-16-738444-C

Dept. No.: 10

**OPPOSITION TO EDGEWORTHS'
MOTION FOR ORDER TO SHOW
CAUSE ON OST**

Hearing date: 11.15.22

Hearing time: 9:00 a.m.

1 evidence. (App., Ex. 9 at p.131-134.) The Exhibits contained email and the
2 Viking draft and final release. (See, e.g., App., Ex. 9 at p. 123-160.)

3 At the 2018 evidentiary hearing, Simon answered questions
4 regarding the settlements with Viking and Lange and the releases. In direct
5 contradiction of the missing “expected” information claims:
6

- 7 • Simon worked on the Viking release during an in-person
8 meeting at Joel Henriod’s office. (App., Ex. 9 at p. 126-30.)
- 9 • Negotiation with Lange occurred between Teddy Parker and
10 Simon on the phone or during in-person meetings. (E.g., App.,
11 Ex. 9 at p. 140-56.)
- 12 • After he was fired, Simon received an email from Vannah with
13 the Edgeworths signed Viking release and forwarded it to
14 Viking counsel. (E.g., App., Ex. 9 at p. 127.)
- 15 • Vannah agreed to sign the Lange release in open court. (App.,
16 Ex. 27 at p. 223-27.)

17
18 The declaration is not accurate, therefore, the motion for contempt
19 must be denied.

20
21 **b. The Edgeworths have Simon’s work product.**

22 In May of 2020, Simon provided a drive with over 300 pages of
23 research, contained in a folder entitled “Research”. (App., Ex. 2 at p. 6-
24 110.) Yet, on May 27, 2021, the Edgeworths told this Court that Simon did
25 not provide research. (App., Ex. 17 at p. 176-181.)
26
27
28

1 In October of 2022, Simon again confronted the Edgeworths on the
2 accuracy of claims of missing documents, in response the Edgeworths
3 shifted the missing research claim in paragraph 22 to the following:
4

5 With respect to research, Simon has not produced any portions of
6 the file to demonstrate that his office independently “researched” the
7 Viking activations.

8 In sum, the Edgeworths now claim that “research” refers to Simon
9 work product concerning analysis of Viking discovery. First, the
10 Edgeworths did not provide any showing that such information must be
11 provided to a client. See, e.g., Ill. State Bar Ass’n Advisory Op., 144
12 (1988)(and cases cited therein indicating that legal research and other
13 memorandum need not be provided).
14
15

16 Moving past the lack of legal support for the Edgeworths claim, *the*
17 *information has been provided*. For example, the chart reflecting the
18 Simon activation analysis was provided in the drive containing confidential
19 documents at LODS 1352727 – 746. The chart is confidential but will be
20 provided to the Court at the hearing of this matter.
21
22

23 **c. Simon produced expert agreements and email.**
24

25 The Edgeworths failure to review what has been provided is again
26 apparent from the inaccurate claims regarding missing expert retention
27 agreements and related email.
28

1 Simon agrees that the Edgeworths may request their case file and
2 that due to the size and scope of the file, it is entirely possible that a
3 document(s) may be misfiled or may not have been produced. Simon will
4 respond when and if such issues arise. However, it is not appropriate for
5 the Edgeworths to present added work projects or to make inaccurate
6 claims. Simon respectfully requests that the Edgeworths review what has
7 been provided before claiming that documents are missing. Also, that any
8 inquiries about case file production be made in a clear and specific
9 manner, without insult or shortened deadlines.
10
11
12

13 DATED this 14th day of November 2022.
14

15 /s/ James R. Christensen
16 JAMES CHRISTENSEN, ESQ.
17 Nevada Bar No. 003861
18 601 S. 6th Street
19 Las Vegas, NV 89101
20 (702) 272-0406
21 (702) 272-0415
22 jim@jchristensenlaw.com
23 Attorney for Daniel S. Simon
24
25
26
27
28


EXHIBIT K

EMAIL AND REDLINES (Versions 1, 2, and 4) OF
VIKING SETTLEMENT DRAFTS PRODUCED IN
SIMON'S 12/6/22 PRODUCTION

EXHIBIT K
APPEARS TO BE VERSION 1

Daniel Simon

From: Janelle
Sent: Tuesday, November 28, 2017 7:51 AM
To: Daniel Simon
Cc: Ashley Ferrel
Subject: FW: The Viking Corporation adv. Edgeworth Family Trust
Attachments: Edgeworth -- Settlement Agreement.docx

JANELLE WHITE
LEGAL ASSISTANT
 **SIMON LAW**
810 South Casino Center Blvd.
Las Vegas, NV 89101
(P) 702.364.1650
(F) 702.364.1655
JANELLE@SIMONLAWLV.COM

From: Henriod, Joel D. [mailto:JHenriod@lrrc.com]
Sent: Monday, November 27, 2017 4:48 PM
To: Lawyers <Lawyers@SIMONLAWLV.COM>
Subject: The Viking Corporation adv. Edgeworth Family Trust

Draft settlement agreement attached.

Joel D. Henriod
Las Vegas Office Managing Partner
702.474.2681 office
702.743.0212 mobile
jhenriod@lrrc.com

Lewis Roca
ROTHGERBER CHRISTIE

Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
lrrc.com

This message and any attachments are intended only for the use of the individual or entity to which they are addressed. If the reader of this message or an attachment is not the intended recipient or the employee or agent responsible for delivering the message or attachment to the intended recipient you are hereby notified that any dissemination, distribution or copying of this message or any attachment is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender. The information transmitted in this message and any attachments may be privileged, is intended only for the personal and confidential use of the intended recipients, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §2510-2521.

SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

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

II. DEFINITIONS

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

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

B. "VIKING" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners, employers, employees, predecessors, successors, heirs,

assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

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

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

III. SETTLEMENT TERMS

A. VIKING will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) by December 21, 2017. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, and AMERICAN GRATING, LLC."

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

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

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the Viking entities by Lange Plumbing, LLC.

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

IV. AGREEMENT

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

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

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

V. RELEASE

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

B. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT at the time of executing this AGREEMENT.

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

D. PLAINTIFFS represent their counsel of record has explained the effect of a release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement.

PLAINTIFFS further represent that they understand and acknowledge the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

VI. GOOD FAITH SETTLEMENT

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

VIII. MISCELLANEOUS

A. COMPROMISE:

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

B. CONFIDENTIALITY:

The amount of this Agreement shall remain confidential and the SETTLING PARTIES and their counsel (Daniel Simon) agree not to make any statement to anyone, including the press, regarding the amount of this settlement except to the extent that it may be disclosed to their respective attorneys, consultants, auditors, accountants or insurance carriers, or as any Party may hereafter be required to by law or in response to a properly issued subpoena for other court process or order, or as necessary to enforce the terms of this Agreement or in connection with the proceedings in the Action as either Party may deem appropriate.

C. SATISFACTION OF LIENS:

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

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

D. GOVERNING LAW:

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

E. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

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

F. GENDER AND TENSE:

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

G. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

H. INDEPENDENT ADVICE OF COUNSEL:

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel.

I. VOLUNTARY AGREEMENT:

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

J. ADMISSIBILITY OF AGREEMENT:

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

K. COUNTERPARTS:

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

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

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

DATED this ____ day of _____, 2017 DATED this ____ day of _____, 2017

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

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

Agreeing to bind himself to the confidentiality obligation set forth in Section VIII.B..

Dated this ____ day of _____, 2017.

SIMON LAW

Daniel S. Simon, Esq.
810 South Casino Center Blvd.
Las Vegas, NV 89101
Attorney for Plaintiffs

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

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Management

EXHIBIT K
VIKING SETTLEMENT IDENTIFIED
AS VERSION 2

Daniel Simon

From: Henriod, Joel D. <JHenriod@lrrc.com>
Sent: Wednesday, November 29, 2017 4:23 PM
To: Daniel Simon
Subject: RE: W9 Form
Attachments: Edgeworth -- Settlement Agreement (redline v. 2).docx

Certainly. (Redline version attached.)

Joel D. Henriod
Las Vegas Office Managing Partner
702.474.2681 office
702.743.0212 mobile
jhenriod@lrrc.com

Lewis Roca
ROTHGERBER CHRISTIE

Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
lrrc.com

From: Daniel Simon [<mailto:dan@simonlawlv.com>]
Sent: Wednesday, November 29, 2017 10:29 AM
To: Henriod, Joel D.
Subject: W9 Form

My Firm name of Law Office of Daniel S. Simon should be placed on the check and in the release to avoid any delay. In order to expedite resolution and issuance of the check, attached is my W-9, which as you know, is required by the insurance company before any check can be issued. Please send the release as soon as you can so I can review with the clients tomorrow. Mr. Edgeworth was out of the Country until tomorrow anyway so this is the first time I will be able to review it with them. Thanks for your time and attention to this matter.

From: Jen
Sent: Wednesday, November 29, 2017 10:12 AM
To: Daniel Simon <dan@simonlawlv.com>
Subject: W9 Form

JENNIFER WHITE

LEGAL ASSISTANT



810 South Casino Center Blvd.

Las Vegas, NV 89101

(P) 702.364.1650

(F) 702.364.1655

JEN@SIMONLAWLV.COM

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This message and any attachments are intended only for the use of the individual or entity to which they are addressed. If the reader of this message or an attachment is not the intended recipient or the employee or agent responsible for delivering the message or attachment to the intended recipient you are hereby notified that any dissemination, distribution or copying of this message or any attachment is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender. The information transmitted in this message and any attachments may be privileged, is intended only for the personal and confidential use of the intended recipients, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §2510-2521.

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B. "VIKING" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners, employers, employees, predecessors, successors, heirs,

assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

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

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

III. SETTLEMENT TERMS

A. VIKING will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) by December 21, 2017. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth; ~~and~~ AMERICAN GRATING, LLC; and Law Office of Daniel S. Simon."

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

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

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the Viking entities by Lange Plumbing, LLC.

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

IV. AGREEMENT

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

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

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

V. RELEASE

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

B. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT at the time of executing this AGREEMENT.

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

D. PLAINTIFFS represent their counsel of record has explained the effect of a release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement.

PLAINTIFFS further represent that they understand and acknowledge the legal significance and consequences of a release of unknown claims against the SETTLING PARTIES set forth in, or arising from, the INCIDENT and hereby assume full responsibility for any injuries, damages, losses or liabilities that hereafter may occur with respect to the matters released by this Agreement.

VI. GOOD FAITH SETTLEMENT

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

VIII. MISCELLANEOUS

A. COMPROMISE:

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

B. CONFIDENTIALITY:

The amount of this Agreement shall remain confidential and the SETTLING PARTIES and their counsel (Daniel Simon) agree not to make any statement to anyone, including the press, regarding the amount of this settlement except to the extent that it may be disclosed to their respective attorneys, consultants, auditors, accountants or insurance carriers, or as any Party may hereafter be required to by law or in response to a properly issued subpoena for other court process or order, or as necessary to enforce the terms of this Agreement or in connection with the proceedings in the Action as either Party may deem appropriate.

C. SATISFACTION OF LIENS:

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

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

D. GOVERNING LAW:

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

E. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

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

F. GENDER AND TENSE:

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

G. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

H. INDEPENDENT ADVICE OF COUNSEL:

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel.

I. VOLUNTARY AGREEMENT:

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

J. ADMISSIBILITY OF AGREEMENT:

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

K. COUNTERPARTS:

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

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

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

DATED this ____ day of _____, 2017 DATED this ____ day of _____, 2017

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

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

Agreeing to bind himself to the confidentiality obligation set forth in Section VIII.B..

Dated this ____ day of _____, 2017.

SIMON LAW

Daniel S. Simon, Esq.
810 South Casino Center Blvd.
Las Vegas, NV 89101
Attorney for Plaintiffs

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

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Management

which are absolutely privileged,

EXHIBIT K

VIKING SETTLEMENT IDENTIFIED
AS VERSION 4

Daniel Simon

From: Henriod, Joel D. <JHenriod@lrrc.com>
Sent: Thursday, November 30, 2017 3:13 PM
To: Daniel Simon
Subject: RE: W9 Form
Attachments: Edgeworth -- Settlement Agreement (v.4).pdf; Edgeworth -- Settlement Agreement (v.4).docx

Version 4.

Joel D. Henriod
Las Vegas Office Managing Partner
702.474.2681 office
702.743.0212 mobile
jhenriod@lrrc.com

Lewis Roca
ROTHGERBER CHRISTIE

Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
lrrc.com

From: Henriod, Joel D.
Sent: Wednesday, November 29, 2017 4:23 PM
To: 'Daniel Simon'
Subject: RE: W9 Form

Certainly. (Redline version attached.)

Joel D. Henriod
Las Vegas Office Managing Partner
702.474.2681 office
702.743.0212 mobile
jhenriod@lrrc.com

Lewis Roca
ROTHGERBER CHRISTIE

Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
lrrc.com

From: Daniel Simon [<mailto:dan@simonlawlv.com>]
Sent: Wednesday, November 29, 2017 10:29 AM
To: Henriod, Joel D.
Subject: W9 Form

My Firm name of Law Office of Daniel S. Simon should be placed on the check and in the release to avoid any delay. In order to expedite resolution and issuance of the check, attached is my W-9, which as you know, is required by the

insurance company before any check can be issued. Please send the release as soon as you can so I can review with the clients tomorrow. Mr. Edgeworth was out of the Country until tomorrow anyway so this is the first time I will be able to review it with them. Thanks for your time and attention to this matter.

From: Jen
Sent: Wednesday, November 29, 2017 10:12 AM
To: Daniel Simon <dan@simonlawlv.com>
Subject: W9 Form

JENNIFER WHITE

LEGAL ASSISTANT

 **SIMON LAW**

810 South Casino Center Blvd.

Las Vegas, NV 89101

(P) 702.364.1650

(F) 702.364.1655

JEN@SIMONLAWLV.COM

E-MAIL CONFIDENTIALITY NOTICE: The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

This message and any attachments are intended only for the use of the individual or entity to which they are addressed. If the reader of this message or an attachment is not the intended recipient or the employee or agent responsible for delivering the message or attachment to the intended recipient you are hereby notified that any dissemination, distribution or copying of this message or any attachment is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender. The information transmitted in this message and any attachments may be privileged, is intended only for the personal and confidential use of the intended recipients, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §2510-2521.

SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

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

II. DEFINITIONS

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

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

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

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

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

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

III. SETTLEMENT TERMS

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

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

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

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

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

IV. AGREEMENT

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

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

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

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

V. MUTUAL RELEASE

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

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

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

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

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

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

VI. GOOD FAITH SETTLEMENT

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

VIII. MISCELLANEOUS

A. COMPROMISE:

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

B. SATISFACTION OF LIENS:

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

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

C. GOVERNING LAW:

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

D. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

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

E. GENDER AND TENSE:

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

F. ENTIRE AGREEMENT:

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

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

G. INDEPENDENT ADVICE OF COUNSEL:

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

H. VOLUNTARY AGREEMENT:

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

I. ADMISSIBILITY OF AGREEMENT:

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

J. COUNTERPARTS:

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

EXHIBIT L

SIMON'S 11/30/17 EMAIL REQUIRING THAT
SETTLEMENT DRAFTS BE ROUTED THROUGH
HIM

brian@pediped.com

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

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

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

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

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

Thank You!

EXHIBIT M

EMAIL FROM SIMON TRANSMITTING VIKING
SETTLEMENT AGREEMENT SIGNED BY THE
EDGEWORTHS'

Daniel Simon

From: Daniel Simon
Sent: Friday, December 1, 2017 10:41 AM
To: Henriod, Joel D.; Polsenberg, Daniel F.
Cc: Daniel Simon
Subject: Edgeworth v. Viking, et al
Attachments: Settlement Release Executed.pdf

Please request the check forthwith. Thank you!

SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

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

II. DEFINITIONS

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

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

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

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

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

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

III. SETTLEMENT TERMS

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

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

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

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

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

IV. AGREEMENT

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

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

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

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

V. MUTUAL RELEASE

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

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

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

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

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

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

VI. GOOD FAITH SETTLEMENT

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

VIII. MISCELLANEOUS

A. COMPROMISE:

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

B. SATISFACTION OF LIENS:

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

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

C. GOVERNING LAW:

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

D. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

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

E. GENDER AND TENSE:

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

F. ENTIRE AGREEMENT:

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

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

G. INDEPENDENT ADVICE OF COUNSEL:

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

H. VOLUNTARY AGREEMENT:

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

I. ADMISSIBILITY OF AGREEMENT:

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

J. COUNTERPARTS:

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


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

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

DATED this 1st day of DECEMBER 2017 DATED this 1 day of December 2017



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



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

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

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Managment

EXHIBIT N

11/16/22 EMAIL TO J. CHRISTENSEN
REQUESTING ASSISTANCE AND 11/23/22
ACKNOWLEDGEMENT OF REQUEST

/

Rosa Solis-Rainey

From: Rosa Solis-Rainey
Sent: Wednesday, November 23, 2022 8:19 AM
To: James R. Christensen
Cc: Steve Morris
Subject: Re: Edgeworth adv. Simon - Your Offer

Thank you. I look forward to a response.

Happy holidays to all of you.

Rosa Solis -Rainey

On Nov 23, 2022, at 8:06 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

Ms. Solis-Rainey,

Thank you for your inquiry. I have forwarded the inquiry to the Simon office.

James R. Christensen
Law Office of James R. Christensen PC
601 S. 6th St.
Las Vegas NV 89101
(702) 272-0406

From: Rosa Solis-Rainey <rsr@morrislawgroup.com>
Sent: Wednesday, November 16, 2022 1:30 PM
To: James R. Christensen <jim@jchristensenlaw.com>
Cc: Steve Morris <SM@morrislawgroup.com>
Subject: Edgeworth adv. Simon - Your Offer

Mr. Christensen –

Pursuant to your in-court offer, please identify where the release that was in Simon's office on 11/27/17 upon his return from Peru is located the in the partial file you provided, along with the location of any letter or email transmitting same. If you could also identify the location of any other drafts of the Viking or Lange settlement agreements in the file, and the corresponding transmittals for the drafts, that would be very helpful.

Sincerely,

Rosa Solis-Rainey
MORRIS LAW GROUP
801 S. Rancho Drive, Ste B4
LAS VEGAS, NEVADA 89106
(702) 474-9400 (Main)

(702) 759-8321 (Direct)
(702) 474-9422 (Fax)
rsr@morrislawgroup.com
www.morrislawgroup.com

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

EXHIBIT O

12/21/22 LETTER TO J. CHRISTENSEN
FOLLOWING UP ON 11/16/22 REQUEST AND
ADDING ADDITIONAL REQUESTS

MORRIS LAW GROUP
ATTORNEYS AT LAW

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

December 21, 2022

VIA EMAIL

James R. Christensen Esq.
601 S. 6th Street
Las Vegas, NV 89101

Re: *Edgeworth adv. Simon*

Dear Mr. Christensen:

We have not received a response to the email I sent to you on November 16, 2022 asking you to help us locate the copy of the settlement agreement that Simon testified was in his office on November 27, 2017. You indicated in your November 23, 2022 response that you had forwarded the inquiry to Mr. Simon.

Additionally, please help us locate where the following documents, which I've advised you in prior correspondence that I have not been able to locate, can be found:

1. The Cost Printout Simon testified he handed to the Edgeworths at the November 17, 2017 meeting;
2. The cost backup supporting the \$80,326.86 in costs Simon claimed in his November 30, 2017 lien;
3. The Mediator proposal dated 11/10/17, referenced in LODS014786 and LODS014787;
4. The Invoice titled "EDGEWORTH FAMILY TRUST REVISED 12012017 INVOICE.PDF" referenced in LODS014686;
5. The Invoice titled "EDGEWORTH FAMILY TRUST 95458.PDF" referenced in email LODS014687;
6. The fully executed Viking and Lange settlement agreements;

ROBA SOLIS-RAINEY
DIRECT DIAL: 702/759-8321
EMAIL: RSR@MORRISLAWGROUP.COM

AA1598

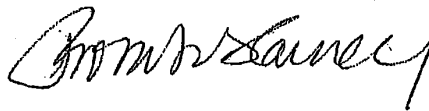
7. The attachments to the 24 emails listed in my October 27, 2022 letter.

I understand but disagree with your attempt to now claim that despite prior representations, Mr. Simon does not maintain email in client files. As you Mr. Simon defined his client file as containing email, and as you know from the email from the latest supplement you provided, the email contains the exact type of documents that our client has requested for over five years, and that you and your client testified and/or suggested did not exist. Likewise, I disagree Mr. Simon produced phone records "voluntarily" and as we've previously explained, whatever you or he produced in other proceedings is irrelevant to his obligation to produce to the Edgeworths a complete client file as ordered by the Nevada Supreme Court and Judge Jones.

I have received your letter of December 16, 2022 and disagree with you, for the reasons previously explained. As to the funds, I agree we have been unable to reach mutual agreement, which is what the Court said was necessary for us to release any funds. We have repeated our offer to release any undisputed portions of the funds to Simon and the Edgeworths on multiple occasions. That offer remains open and unless we can mutually agree to the amounts that should be disbursed, we cannot disburse any funds.

If you have any questions, please do not hesitate to reach out.

Sincerely,



Rosa Solis-Rainey

RSR:cjs

EXHIBIT P

2/17/23 LETTER TO J. CHRISTENSEN
FOLLOWING UP ON 11/16/22 AND 12/21/22
REQUESTS

MORRIS LAW GROUP
ATTORNEYS AT LAW

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

February 17, 2023

VIA EMAIL: jim@jchristensenlaw.com
James R. Christensen
601 S. 6th Street
Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C*
Distribution of funds and Outstanding Requests

Dear Jim:

I am in receipt of your February 17, 2023 letter, which appears to repeat the proposal you made on October 20, 2022. As a threshold matter, please include Steve Morris on all future correspondence and email exchanges. Assuming your proposal continues to request distribution of the quantum meruit amount for which the district court has still not explained the basis or reasonableness, our response also remains unchanged.

As a reminder, we filed a motion asking that the court order the distribution of the withheld funds as follows: \$284,982.50 to Mr. Simon; at least \$200,000 retained in trust pending final adjudication of the fee dispute; and the remainder released to the Edgeworths as should have been released in 2018. You opposed that motion and the Court denied it on June 17, 2021, stating:

The Court further finds and orders that there is a bilateral agreement to hold the disputed funds in an interest-bearing account at the bank and until new details are agreed upon to invalidate said agreement and a new agreement is reached, the bilateral agreement is controlling and the disputed funds will remain in accordance with the agreement.

Although we disagree with that decision, we respect it, and therefore cannot release any funds unless there is the mutual agreement as the Court said was necessary under the "bilateral agreement" argument you fronted and she accepted.¹ I note that you continued to front the bilateral agreement argument in opposing the Edgeworths' writ petition, which as to the funds, the Supreme

¹ Note that the Order is also mistaken as to the location of the funds as they had been moved to my firm's Trust account by agreement of the parties.

James Christensen
February 17, 2023
Page 2

Court declined to consider. Your recent unilateral demands are inconsistent with your prior position and with the Court's order.

My clients remain willing to disburse the funds as previously offered: the pre-discharge fee award of \$284,982.50 would be released to Mr. Simon, the undisputed \$1.5 million would be released to the Edgeworths, and the \$200,000 quantum meruit award in the district court's last four orders, which all fail to explain its basis and reasonableness would remain in our trust account. If this distribution is acceptable, let me know and we will promptly cut the checks.

On a related note, I still have not received a response to the email request I sent you on November 16, 2022 or my letter dated December 21, 2022, both requesting specific documents that we have not been able to locate in the portion of the file produced. The Court's December 13, 2022 Order instructed us to make specific requests from you. As it has been 93 days since my first request and nearly 60 since my second request, please advise when I can expect your response.

Sincerely,



Rosa Solis-Rainey

cc: Steve Morris
File

RSR:cjs

MORRIS LAW GROUP
ATTORNEYS AT LAW

AA1602

EXHIBIT Q

12/6/22 LETTER FROM J. CHRISTENSEN WITH
282 PAGE PRODUCTION INCLUDING
EXCHANGES RE SETTLEMENT

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

December 6, 2022

Via E-Mail

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

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

Thank you for your request regarding additional email. As previously noted, drafts and emails are not typically part of a case file. However, just as Simon previously produced such things as cell phone records and spent days creating file indexes for the benefit of his former clients, Simon voluntarily performed another review.

Please find LODS139996 - LODS140277 in the following Drobox:

<https://www.dropbox.com/s/v4u0xqthgfkjx2t/LODS139996-140277.pdf?dl=0>

Please note that there are duplicate documents in the above bated range, and/or some of the bated documents are already possessed by the Edgeworths and were discussed at the evidentiary hearing. Further, some of the bated documents evidence work by Simon that is not reflected on the superbill and which further supports a quantum meruit fee grant to Simon.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

/s/ James R. Christensen

JAMES R. CHRISTENSEN

cc: Client(s)

EXHIBIT R

SIMON'S 11/27/17 DEMAND LETTER

LAW OFFICE OF
DANIEL S. SIMON
A PROFESSIONAL CORPORATION
810 SOUTH CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA 89101

TELEPHONE (702)364-1650

FACSIMILE (702)364-1655

November 27, 2017

Pursuant to your request, please find attached herewith the agreement I would like signed, as well as the proposed settlement breakdown, if a final settlement is reached with the Viking entities. The following is to merely clarify our relationship that has evolved during my representation so you are not confused with my position.

I helped you with your case and went above and beyond for you because I considered you close friends and treated you like family

As you know, when you first asked me to look at the case, I did not want to take it as I did not want to lose money. You already met with Mr. Marquis who wanted a 50k retainer and told you it would be a very expensive case. If Mr. Marquis did the work I did, I have no doubt his billing statements would reflect 2 million or more. I never asked you for a retainer and the initial work was merely helping you. As you know, you received excellent advice from the beginning to the end. It started out writing letters hoping to get Kinsale to pay your claim. They didn't. Then this resulted in us filing a lawsuit.

As the case progressed, it became apparent that this was going to be a hard fight against both Lange and Viking who never offered a single dollar until the recent mediations. The document production in this case was extremely voluminous as you know and caused my office to spend endless late night and weekend hours to push this case through the system and keep the current trial date.

As you are aware, we asked John to get involved in this case to help you. The loss of value report was sought to try and get a favorable negotiation position. His report was created based on my lawyering and John's willingness to look at the information I secured to support his position. As you know, no other appraiser was willing to go above and beyond as they believed the cost of repairs did not create a loss. As you know, John's opinion greatly increased the value of this case. Please do not think that he was paid a fee so he had to give us the report. His fee was very nominal in light of the value of his report and he stepped up to help you because of us and our close relationship. Securing all of the other experts and working with them to finalize their opinions were damaging to the defense was a tremendous factor in securing the proposed settlement amount. These experts were involved because of my contacts. When I was able to retain Mr. Pomerantz and work with him to finalize his opinions, his report was also a major factor. There are very few lawyer's in town that would approach the case the way I did to get the results I did for you. Feel free to call Mr. Hale or any other lawyer or judge in town to verify this. Every time I went to court I argued for you as if you were a family member taking the arguments against you personal. I made every effort to protect you and your family during the process. I

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AA1607

was an exceptional advocate for you. It is my reputation with the judiciary who know my integrity, as well as my history of big verdicts that persuaded the defense to pay such a big number. It is also because my office stopped working on other cases and devoted the office to your case filing numerous emergency motions that resulted in very successful rulings. My office was available virtually all of the time responding to you immediately. No other lawyer would give you this attention. I have already been complimented by many lawyers in this case as to how amazing the lawyering was including Marks lawyer who told me it was a pleasure watching me work the way I set up the case and secured the court rulings. Feel free to call him. The defense lawyers in this case have complimented me as well, which says a lot. My work in my motions and the rulings as an exceptional advocate and the relationships I have and my reputation is why they are paying this much. The settlement offer is more than you ever anticipated as you were willing to take 4-4.5 at the first mediation and you wanted the mediator's proposal to be 5 million when I advised for the 6 million. One major reason they are likely willing to pay the exceptional result of six million is that the insurance company factored in my standard fee of 40% (2.4 million) because both the mediator and the defense have to presume the attorney's fees so it could get settled. Mr. Hale and Zurich both know my usual attorney's fees. This was not a typical contract case your other hourly Lawyers would handle. This was a major fight with a world-wide corporation and you did not get billed as your other hourly lawyers would have billed you. This would have forced you to lay out substantially more money throughout the entire process. Simply, we went above and beyond for you.

I have lost money working on your case.

As you know, when I was working on your case I was not working on many other cases at my standard fee and I told you many times that I can't work hourly because I would be losing too much money. I felt it was always our understanding that my fee would be fair in light of the work performed and how the case turned out. I do not represent clients on an hourly basis and I have told this to you many times.

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Value of my Services

The attached agreement reflects a greatly reduced sum for the value of my services that I normally charge in every case. I always expected to be compensated for the value of my services and not lose money to help you. I was troubled at your statements that you paid me hourly and you now want to just pay me hourly when you always knew this was not the situation. When I brought this to your attention you acknowledged you understood this was not just an hourly fee case and you were just playing devil's advocate. As you know, if I really treated your case as only an hourly case, I would have included all of the work my staff performed and billed you at a full hourly fee in 30 day increments and not advance so much money in costs. I would have had you sign just an hourly contract retainer just as Mr. Pomerantz had you sign. I never did this because I trusted you would fairly compensate me for the value of my services depending on the outcome. In the few statements I did send you I did not include all of the time for my staff time or my time, and did not bill you as any other firm would have. The reason is that this was not just an hourly billing situation. We have had many discussions about this as I helped you through a very difficult case that evolved and changed to a hotly contested case demanding full attention. I am a trial attorney that did tremendous work, and I expect as you would, to be paid for the value of my service. I did not have you sign my initial standard retainer as I treated you like family to help you with your situation.

Billing Statements

I did produce billing statements, but these statements were never to be considered full payment as these statements do not remotely contain the full time myself or my office has actually spent. You have acknowledged many times that you know these statements do not represent all of my time as I do not represent clients on an hourly basis. In case you do not recall, when we were at the San Diego Airport, you told me that a regular firm billing you would likely be 3x my bills at the time. This was in August. When I started filing my motions to compel and received the rulings for Viking to produce the information, the case then got substantially more demanding. We have had many discussions that I was losing money but instead of us figuring out a fair fee arrangement, I did continue with the case in good faith because of our relationship focusing on winning and trusted that you would fairly compensate me at the end. I gave you several examples of why I was losing money hourly because my standard fee of 40% on all of my other cases produced hourly rates 3-10 times the hourly rates you were provided. Additionally, just some of the time not included in the billing statement is many phone calls to you at all hours of the day, review and responses of endless emails with attachments from you and others, discussions with experts, substantial review the filings in this case and much more are not contained in the bills. I also spent substantial time securing representation for Mark Giberti when he was sued. My office continued to spend an exorbitant amount of time since March and have diligently litigated this case having my office virtually focus solely on your case. The hourly fees in the billing statements are much lower than my true hourly billing. These bills were generated for several reasons. A few reasons for the billing statements is that you wanted to justify your loans and use the bills to establish damages against Lange under the contract, and this is the why all of my time was not included and why I expected to be paid fairly as we worked through the case.

I am sure you will acknowledge the exceptional work, the quality of my advocacy, and services performed were above and beyond. My services in every case I handle are valued based on results not an hourly fee. I realize that I didn't have you sign a contingency fee agreement and am not asserting a contingency fee, but always expected the value of my services would be paid so I would not lose money. If you are going to hold me to an hourly arrangement then I will have to review the entire file for my time spent from the beginning to include all time for me and my staff at my full hourly rates to avoid an unjust outcome.

How I handle cases

I want you to have a full understanding as to how my office works in every other case I am handling so you can understand my position and the value of my services and the favorable outcome to you.

My standard fee is 40% for a litigated case. I have told you this many times. That is what I get in every case, especially when achieving an outcome like this. When the outcome is successful and the client gets more and I will take my full fee. I reduce if the outcome is not as expected to make sure the client shares fairly. In this case, you received more than you ever anticipated from the outset of this case. I realize I do not have a contract in place for percentages and I am not trying to enforce one, but this merely shows you what I lost by taking your case and given the outcome of your case, and what a value you are receiving. Again, I have over 5 other big cases that have been put on the back burner to handle your case. The discovery period in these cases were continued several times for me to focus on your case. If I knew you were going to try and treat me unfairly by merely asserting we had an hourly agreement after doing a exceptional work with and exceptional result, I wouldn't have continued. The reason is I would lose too much money. I would hope it was never your intention to cause me hardship and lose money when helping you achieve such a an exceptional result. I realize I did not have you sign a fee agreement because I trusted you, but I did not have you sign an hourly agreement either.

Finalizing the settlement

There is also a lot of work left to be done. As you know, the language to the settlement must be very specific to protect everyone. This will need to be negotiated. If this cannot be achieved, there is no settlement. The Defendant will require I sign the confidentiality provisions, which could expose me to future litigation. Depending on the language, I may not be comfortable doing this as I never agreed to sign off on releases. Even if the language in the settlement agreement is worked out, there are motions to approve the settlement, which will be strongly opposed by Lange. If the Court does not grant to the motion, then there is no settlement. If there is an approved settlement and Viking does not pay timely, then further motions to enforce must be filed.

Presently, there are many things on calendar that I need to address. We have the following depositions: Mr. Carnahan, Mr. Garelli, Crane Pomerantz, Kevin Hastings, Gerald Zamiski, and the UL deposition in Chicago. We have the Court hearings for Zurich's motions for protective order, our motion to de-designate the documents as confidential, our motion to make Mr. Pomerantz an initial expert, as well as the summary judgment motions involving Lange, who has

recently filed a counter motion and responses need to be filed. Simply, there is a substantial amount of work that still needs to be addressed. Since you knew of all of the pending matters on calendar, it is unfortunate that you were obligated to go to China during a very crucial week to attempt to finalize the case. When I asked if you would be available to speak if necessary, you told me that you are unavailable to discuss matters over the phone. This week was very important to make decisions to try and finalize a settlement.

I understand that the way I am looking at it may be different than the way your business mind looks at things. However, I explained my standard fees and how I work many times to you and the amount in the attached agreement is beyond fair to you in light of the exceptional results. It is much less than the reasonable value of my services. I realize that because you did not sign my retainer that you may be in a position to take advantage of the situation. However, I believe I will be able to justify the attorney fee in the attached agreement in any later proceeding as any court will look to ensure I was fairly compensated for the work performed and the exceptional result achieved.

I really want us to get this breakdown right because I want you to feel like this is remarkable outcome while at the same time I don't want to feel I didn't lose out too much. Given what we have been through and what I have done, I would hope you would not want me to lose money, especially in light of the fact that I have achieved a result much greater than your expectations ever were in this case. The attached agreement should certainly achieve this objective for you, which is an incredible reduction from the true value of my services.

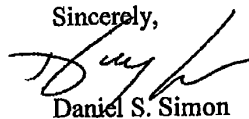
Conclusion

If you are agreeable to the attached agreement, please sign both so I can proceed to attempt to finalize the agreement. I know you both have thought a lot about your position and likely consulted other lawyers and can make this decision fairly quick. We have had several conversations regarding this issue. I have thought about it a lot and this the lowest amount I can accept. I have always felt that it was our understanding that that this was not a typical contract lawyer case, and that I was not a typical contract lawyer. In light of the substantial work performed and the exceptional results achieved, the fee is extremely fair and reasonable.

If you are not agreeable, then I cannot continue to lose money to help you. I will need to consider all options available to me.

Please let me know your decisions as to how to proceed as soon as possible.

Sincerely,



Daniel S. Simon

0050

AA1611

EXHIBIT S

11/27/17 EMAIL EXCHANGES BETWEEN SIMON
AND ANGELA EDGEWORTH RE SETTLEMENT
STATUS

From: Daniel Simon <dan@simonlawlv.com>
Sent: Monday, November 27, 2017 4:58 PM
To: Angela Edgeworth
Cc: Brian Edgeworth (brian@pediped.com)
Subject: Re: Edgeworth v. Viking, et al

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

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

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

From: Daniel Simon <dan@simonlawlv.com>
Sent: Monday, November 27, 2017 3:50 PM
To: Angela Edgeworth
Cc: Brian Edgeworth (brian@pediped.com)
Subject: RE: Edgeworth v. Viking, et al

I have not received the Viking agreement. When I receive I will forward. Let me know as soon as you can. Thanks

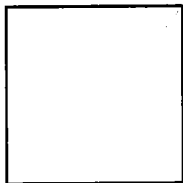
From: Angela Edgeworth [mailto:angela.edgeworth@pediped.com]
Sent: Monday, November 27, 2017 3:20 PM
To: Daniel Simon <dan@simonlawlv.com>
Cc: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Subject: Re: Edgeworth v. Viking, et al

Danny,

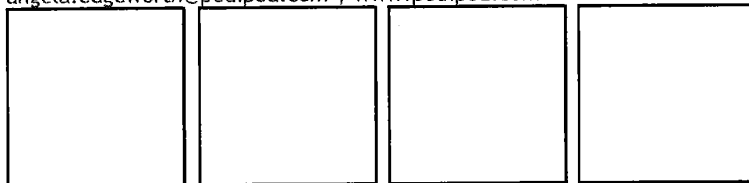
As you know, Brian is out of town and in China at the moment. I will need a couple of days to discuss this with him. We will be glad to meet once he is back.
We would need to have our attorney look at this agreement before we sign.

In the meantime, please send us the Viking Agreement immediately, so we review it.

Angela Edgeworth



Angela Edgeworth
D 702.352.2585 | T 702.567.0311 | F 702.567.0319
1191 Center Point Drive | Henderson, NV 89074
angela.edgeworth@pediped.com | www.pediped.com



On Mon, Nov 27, 2017 at 2:26 PM, Daniel Simon <dan@simonlawlv.com> wrote:

Please review and advise me of your position at your earliest possible convenience. If you would like to discuss, please call me anytime. Thanks

EXHIBIT T

SIMON'S 12/7/17 LETTER CLAIMING HIS
SUPERBILL WOULD EXCEED THE AMOUNT OF
HIS 11/27/17 DEMAND AND OVERSTATING
COSTS

SIMON LAW
A PROFESSIONAL CORPORATION
810 SOUTH CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA 89101

TELEPHONE (702) 364-1650

FACSIMILE (702) 364-1655

December 7, 2017

Robert Vannah, Esq.
John Greene, Esq.
400 South 7th Street, Suite 400
Las Vegas, Nevada 89101

RE: Edgeworth v. Viking, et al.

Dear Mr. Vannah,

It was a pleasure speaking with you today. Pursuant to your direction, based on the wishes of the client, all client communication will be directed to your office.

Thank you for confirming that the pending evidentiary hearing concerning Viking, may be taken off calendar. There are pending motions on the enforceability of the Lange contract which need to be addressed in the very near term. We have moved to enforce the contract; and, Lange has asked the Court to find the contract void. The Lange brief to void the contract is attached. Because of the motion briefing schedule, the decision to take the pending motions off calendar should be made on or before Monday, December 11, 2017.

An issue of concern is the current settlement proposal from Lange. The offer is \$100,000.00 with an offset of approximately \$22,000.00 for a net offer of about \$78,000.00. The \$78k would be "new" money in addition to the \$6M offered by Viking. If the Lange offer is accepted it would end the case and no other recovery for the subject incident would be possible. If the Lange offer is not accepted, then Viking will need to file a motion for Good Faith settlement. See attached motion. If the motion is granted, then the \$6M settlement will be paid. If denied, then the \$6M payment will be delayed an indeterminate time.

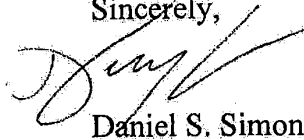
The Lange offer is good as far as the property damage claims are concerned. However, there is a potential for recovery of attorney fees and costs from Lange

based upon the Lange contract with American Grating LLC. If the current Lange offer is accepted the potential recovery of attorney fees and costs pursuant to the contract will be waived. If the Lange motion to void the contract is granted, then the claim against Lange for attorney fees and costs will be destroyed (unless there is a successful appeal).

Simon Law is reviewing the case file and work performed from the outset that has not been billed (including such things as obtaining a forensic copy of case related e-mails and phone records) to provide a comprehensive hourly bill. It is reasonably expected at this time that the hourly bill may well exceed a total of \$1.5M and the costs currently are approximately \$200,000. The size of the billing and costs incurred should be considered in the decision to accept the current Lange offer or to continue to pursue Lange under the contract.

Thank you for your assistance in this matter. I have discussed the above with the client previously, but the situation requires a review. If there are any questions, or if any additional information is needed, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel S. Simon', is written over the typed name.

Daniel S. Simon

EXHIBIT U

11/16/17 TEXT FROM B. EDGEWORTH TO
SIMON CONFIRMING THE EDGEWORTHS
ACCEPTED THE CONFIDENTIALITY CLAUSE

LTE

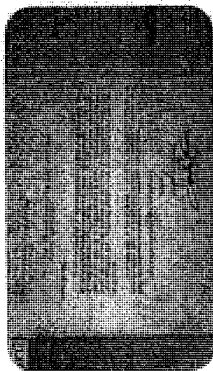


+1 (702) 279-7246

Wed, Nov 15, 7:21 PM

At meeting

Thu, Nov 18, 5:13 PM



**FLOYD fucked us.
Case is back on**

That line is fine. The settlement is the only thing that is confidential. I assume that means the amount.

We can just haggle



EXHIBIT V

11/19/18 ORDER



1 **ORD**

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

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

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C
DEPT NO.: XXVI

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

14 Defendants.

Consolidated with

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

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

17 Plaintiffs,

18 vs.

**DECISION AND ORDER ON MOTION
TO ADJUDICATE LIEN**

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

21 Defendants.

22
23 **DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN**

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

Hon. Tierra Jones
DISTRICT COURT JUDGE

DEPARTMENT TEN
LAS VEGAS, NEVADA 89155

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

7
8 **FINDINGS OF FACT**

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

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

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

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

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

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

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

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

24 (Def. Exhibit 27).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 (Def. Exhibit 43).

22 19. On the same morning, Simon received, through the Vannah Law Firm, the
23 Edgeworth's consent to settle their claims against Lange Plumbing LLC for \$25,000.

24 20. Also on this date, the Law Office of Danny Simon filed an attorney's lien for the
25 reasonable value of its services pursuant to NRS 18.015. (Def. Exhibit 3). On January 2, 2018, the
26 Law Office filed an amended attorney's lien for the sum of \$2,345,450, less payments made in the
27 sum of \$367,606.25, for a net lien in the sum of \$1,977,843.80. This lien includes court costs and
28

1 out-of-pocket costs advanced by the Law Office of Daniel S. Simon in the sum of \$76,535.93.

2 21. Mr. Edgeworth alleges that the fee agreement with Simon was only for an hourly
3 express agreement of \$550 an hour; and that the agreement for \$550 an hour was made at the outset
4 of the case. Mr. Simon alleges that he worked on the case always believing he would receive the
5 reasonable value of his services when the case concluded. There is a dispute over the reasonable fee
6 due to the Law Office of Danny Simon.

7 22. The parties agree that an express written contract was never formed.

8 23. On December 7, 2017, the Edgeworths signed a Consent to Settle their claims against
9 Lange Plumbing LLC for \$100,000.

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

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

16 17 **CONCLUSION OF LAW**

18 **The Law Office Appropriately Asserted A Charging Lien Which Must Be Adjudicated By The** 19 **Court**

20 An attorney may obtain payment for work on a case by use of an attorney lien. Here, the
21 Law Office of Daniel Simon may use a charging lien to obtain payment for work on case A-16-
22 738444-C under NRS 18.015.

23 NRS 18.015(1)(a) states:

- 24 1. An attorney at law shall have a lien:
25 (a) Upon any claim, demand or cause of action, including any claim for unliquidated
26 damages, which has been placed in the attorney's hands by a client for suit or
collection, or upon which a suit or other action has been instituted.

27 Nev. Rev. Stat. 18.015.

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

8 The Court has personal jurisdiction over the Law Office and the Plaintiffs in A-16-738444-C.
9 Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish, 216 P.3d 779 at
10 782-83 (Nev. 2009). The Court has subject matter jurisdiction over adjudication of the Law Office's
11 charging lien. Argentina, 216 P.3d at 783. The Law Office filed a motion requesting adjudication
12 under NRS 18.015, thus the Court must adjudicate the lien.

13 14 *Fee Agreement*

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

22 Here, the testimony from the evidentiary hearing does not indicate, with any degree of
23 certainty, that there was an express oral fee agreement formed on or about June of 2016. Despite
24 Brian Edgeworth's affidavits and testimony; the emails between himself and Danny Simon,
25 regarding punitive damages and a possible contingency fee, indicate that no express oral fee
26 agreement was formed at the meeting on June 10, 2016. Specifically in Brian Edgeworth's August
27 22, 2017 email, titled "Contingency," he writes:

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

14 (Def. Exhibit 27).

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

17 The Court finds that an implied fee agreement was formed between the parties on December
18 2, 2016, when Simon sent the first invoice to the Edgeworths, billing his services at \$550 per hour,
19 and the Edgeworths paid the invoice. On July 28, 2017 an addition to the implied contract was
20 created with a fee of \$275 per hour for Simon’s associates. Simon testified that he never told the
21 Edgeworths not to pay the bills, though he testified that from the outset he only wanted to “trigger
22 coverage”. When Simon repeatedly billed the Edgeworths at \$550 per hour for his services, and
23 \$275 an hour for the services of his associates; and the Edgeworths paid those invoices, an implied
24 fee agreement was formed between the parties. The implied fee agreement was for \$550 per hour
25 for the services of Daniel Simon Esq. and \$275 per hour for the services of his associates.

26 *Constructive Discharge*

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

- 28 • Refusal to communicate with an attorney creates constructive discharge. Rosenberg v. Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).
- Refusal to pay an attorney creates constructive discharge. See e.g., Christian v. All Persons Claiming Any Right, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).

- 1 • Suing an attorney creates constructive discharge. See Tao v. Probate Court for the Northeast
2 Dist. #26, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). See also Maples v.
3 Thomas, 565 U.S. 266 (2012); Harris v. State, 2017 Nev. LEXIS 111; and Guerrero v. State,
4 2017 Nev. Unpubl. LEXIS 472.
- 5 • Taking actions that preventing effective representation creates constructive discharge.
6 McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

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

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

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

- 22 a) ...
- 23 b) ...
- 24 c) Client agrees that his attorneys will work to consummate a settlement of
25 \$6,000,000 from the Viking entities and any settlement amount agreed to be
26 paid by the Lange entity. Client also agrees that attorneys will work to reach
27 an agreement amongst the parties to resolve all claims in the Lange and
28 Viking litigation.

29 Id.

30 This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr.
31 Simon had already begun negotiating the terms of the settlement agreement with Viking during the
32 week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put

1 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.
2 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly
3 identified as the firm that solely advised the clients about the settlement. The actual language in the
4 settlement agreement, for the Viking claims, states:

5
6 PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq.
7 and John Greene, Esq., of the law firm Vannah & Vannah has explained the
8 effect of this AGREEMENT and their release of any and all claims, known or
9 unknown and, based upon that explanation and their independent judgment by
10 the reading of this Agreement, PLAINTIFFS understand and acknowledge the
11 legal significance and the consequences of the claims being released by this
12 Agreement. PLAINTIFFS further represent that they understand and
13 acknowledge the legal significance and consequences of a release of unknown
14 claims against the SETTLING PARTIES set forth in, or arising from, the
15 INCIDENT and hereby assume full responsibility for any injuries, damages,
16 losses or liabilities that hereafter may occur with respect to the matters
17 released by this Agreement.

18 Id.

19 Also, Simon was not present for the signing of these settlement documents and never explained any
20 of the terms to the Edgeworths. He sent the settlement documents to the Law Office of Vannah and
21 Vannah and received them back with the signatures of the Edgeworths.

22 Further, the Edgeworths did not personally speak with Simon after November 25, 2017.
23 Though there were email communications between the Edgeworths and Simon, they did not verbally
24 speak to him and were not seeking legal advice from him. In an email dated December 5, 2017,
25 Simon is requesting Brian Edgeworth return a call to him about the case, and Brian Edgeworth
26 responds to the email saying, "please give John Greene at Vannah and Vannah a call if you need
27 anything done on the case. I am sure they can handle it." (Def. Exhibit 80). At this time, the claim
28 against Lange Plumbing had not been settled. The evidence indicates that Simon was actively
working on this claim, but he had no communication with the Edgeworths and was not advising
them on the claim against Lange Plumbing. Specifically, Brian Edgeworth testified that Robert
Vannah Esq. told them what Simon said about the Lange claims and it was established that the Law
Firm of Vannah and Vannah provided advice to the Edgeworths regarding the Lange claim. Simon

1 and the Law Firm of Vannah and Vannah gave different advice on the Lange claim, and the
2 Edgeworths followed the advice of the Law Firm of Vannah and Vannah to settle the Lange claim.
3 The Law Firm of Vannah and Vannah drafted the consent to settle for the claims against Lange
4 Plumbing (Def. Exhibit 47). This consent to settle was inconsistent with the advice of Simon. Mr.
5 Simon never signed off on any of the releases for the Lange settlement.

6 Further demonstrating a constructive discharge of Simon is the email from Robert Vannah
7 Esq. to James Christensen Esq. dated December 26, 2017, which states: "They have lost all faith and
8 trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account.
9 Quite frankly, they are fearful that he will steal the money." (Def. Exhibit 48). Then on January 4,
10 2018, the Edgeworth's filed a lawsuit against Simon in Edgeworth Family Trust; American Grating,
11 LLC vs. Daniel S. Simon; the Law Office of Daniel S. Simon, a Professional Corporation d/b/a
12 Simon Law, case number A-18-767242-C. Then, on January 9, 2018, Robert Vannah Esq. sent an
13 email to James Christensen Esq. stating, "I guess he could move to withdraw. However, that
14 doesn't seem in his best interests." (Def. Exhibit 53).

15 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-
16 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the
17 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018
18 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that
19 was attached to the letter), and that Simon continued to work on the case after the November 29,
20 2017 date. The court further recognizes that it is always a client's decision of whether or not to
21 accept a settlement offer. However the issue is constructive discharge and nothing about the fact
22 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively
23 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys
24 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating
25 with him, making it impossible to advise them on pending legal issues, such as the settlements with
26 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing

27 //

1 Simon from effectively representing the clients. The Court finds that Danny Simon was
2 constructively discharged by the Edgeworths on November 29, 2017.

3
4 **Adjudication of the Lien and Determination of the Law Office Fee**

5 NRS 18.015 states:

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

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

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

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

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

21 4. A lien pursuant to:

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

25 (b) Paragraph (b) of subsection 1 attaches to any file or other property
26 properly left in the possession of the attorney by his or her client, including,
27 without limitation, copies of the attorney's file if the original documents
28 received from the client have been returned to the client, and authorizes the
attorney to retain any such file or property until such time as an adjudication
is made pursuant to subsection 6, from the time of service of the notices
required by this section.

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

6. On motion filed by an attorney having a lien under this section, the
attorney's client or any party who has been served with notice of the lien, the
court shall, after 5 days' notice to all interested parties, adjudicate the rights of
the attorney, client or other parties and enforce the lien.

7. Collection of attorney's fees by a lien under this section may be
utilized with, after or independently of any other method of collection.

1 Nev. Rev. Stat. 18.015.

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

9
10 *Implied Contract*

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

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

24 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCP
25 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
26 paid in full and there was never any indication given that anything less than all the fees had been
27 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
28

1 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
2 the NRCPP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
3 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
4 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
5 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
6 Office retained the payments, indicating an implied contract was formed between the parties. The
7 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
8 date they were constructively discharged, November 29, 2017.

9
10 ***Amount of Fees Owed Under Implied Contract***

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

19 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing
20 that was prepared with the lien "super bill," are not necessarily accurate as the Law Office went back
21 and attempted to create a bill for work that had been done over a year before. She testified that they
22 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every
23 email that was read and responded to. She testified that the dates were not exact, they just used the
24 dates for which the documents were filed, and not necessarily the dates in which the work was
25 performed. Further, there are billed items included in the "super bill" that was not previously billed
26 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice
27 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
28

1 indicated that there were no phone calls included in the billings that were submitted to the
2 Edgeworths.

3 This attempt to recreate billing and supplement/increase previously billed work makes it
4 unclear to the Court as to the accuracy of this "recreated" billing, since so much time had elapsed
5 between the actual work and the billing. The court reviewed the billings of the "super bill" in
6 comparison to the previous bills and determined that it was necessary to discount the items that had
7 not been previously billed for; such as text messages, reviews with the court reporter, and reviewing,
8 downloading, and saving documents because the Court is uncertain of the accuracy of the "super
9 bill."

10 Simon argues that he has no billing software in his office and that he has never billed a client
11 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,
12 in this case, were billed hourly because the Lange contract had a provision for attorney's fees;
13 however, as the Court previously found, when the Edgeworths paid the invoices it was not made
14 clear to them that the billings were only for the Lange contract and that they did not need to be paid.
15 Also, there was no indication on the invoices that the work was only for the Lange claims, and not
16 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without
17 emails or calls, understanding that those items may be billed separately; but again the evidence does
18 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.
19 This argument does not persuade the court of the accuracy of the "super bill".

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

26
27 ²There are no billing amounts from December 2 to December 4, 2016.
28

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

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

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

15 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
16 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
17 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
18 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
19 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
20 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
21 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
22 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
23 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

24 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.

25
26 ³ There are no billings from July 28 to July 30, 2017.

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

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

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

1 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
2 by the Edgeworths, so the implied fee agreement applies to their work as well.

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

5
6 ***Costs Owed***

7 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding
8 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,
9 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-
10 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought
11 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later
12 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so
13 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

14
15 ***Quantum Meruit***

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

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

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

16 In considering the Brunzell factors, the Court looks at all of the evidence presented in the
17 case, the testimony at the evidentiary hearing, and the litigation involved in the case.

18 1. Quality of the Advocate

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

26 2. The Character of the Work to be Done

27 The character of the work done in this case is complex. There were multiple parties,
28

1 multiple claims, and many interrelated issues. Affirmative claims by the Edgeworths covered the
2 gamut from product liability to negligence. The many issues involved manufacturing, engineering,
3 fraud, and a full understanding of how to work up and present the liability and damages. Mr. Kemp
4 testified that the quality and quantity of the work was exceptional for a products liability case against
5 a world-wide manufacturer that is experienced in litigating case. Mr. Kemp further testified that the
6 Law Office of Danny Simon retained multiple experts to secure the necessary opinions to prove the
7 case. The continued aggressive representation, of Mr. Simon, in prosecuting the case that was a
8 substantial factor in achieving the exceptional results.

9 3. The Work Actually Performed

10 Mr. Simon was aggressive in litigating this case. In addition to filing several motions,
11 numerous court appearances, and deposition; his office uncovered several other activations, that
12 caused possible other floods. While the Court finds that Mr. Edgeworth was extensively involved
13 and helpful in this aspect of the case, the Court disagrees that it was his work alone that led to the
14 other activations being uncovered and the result that was achieved in this case. Since Mr.
15 Edgeworth is not a lawyer, it is impossible that it was his work alone that led to the filing of motions
16 and the litigation that allowed this case to develop into a \$6 million settlement. All of the work by
17 the Law Office of Daniel Simon led to the ultimate result in this case.

18 4. The Result Obtained

19 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
20 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
21 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
22 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
23 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
24 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
25 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
26 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
27 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
28

1 were made more than whole with the settlement with the Viking entities.

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

5
6 (a) A lawyer shall not make an agreement for, charge, or collect an
7 unreasonable fee or an unreasonable amount for expenses. The factors to be
8 considered in determining the reasonableness of a fee include the following:

9 (1) The time and labor required, the novelty and difficulty of the
10 questions involved, and the skill requisite to perform the legal service
11 properly;

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

14 (3) The fee customarily charged in the locality for similar legal
15 services;

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

17 (5) The time limitations imposed by the client or by the
18 circumstances;

19 (6) The nature and length of the professional relationship with the
20 client;

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

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

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

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

(c) A fee may be contingent on the outcome of the matter for which the
service is rendered, except in a matter in which a contingent fee is prohibited
by paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

(1) The method by which the fee is to be determined, including the
percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

(2) Whether litigation and other expenses are to be deducted from the
recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

- 1 (3) Whether the client is liable for expenses regardless of outcome;
2 (4) That, in the event of a loss, the client may be liable for the
3 opposing party's attorney fees, and will be liable for the opposing party's
4 costs as required by law; and
5 (5) That a suit brought solely to harass or to coerce a settlement may
6 result in liability for malicious prosecution or abuse of process.
7 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
8 with a written statement stating the outcome of the matter and, if there is a
9 recovery, showing the remittance to the client and the method of its
10 determination.

11 NRCP 1.5.

12 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
13 the Edgeworths, the character of the work was complex, the work actually performed was extremely
14 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
15 factors justify a reasonable fee under NRCP 1.5. However, the Court must also consider the fact
16 that the evidence suggests that the basis or rate of the fee and expenses for which the client will be
17 responsible were never communicated to the client, within a reasonable time after commencing the
18 representation. Further, this is not a contingent fee case, and the Court is not awarding a
19 contingency fee. Instead, the Court must determine the amount of a reasonable fee. The Court has
20 considered the services of the Law Office of Daniel Simon, under the Brunzell factors, and the Court
21 finds that the Law Office of Daniel Simon is entitled to a reasonable fee in the amount of \$200,000,
22 from November 30, 2017 to the conclusion of this case.

23 CONCLUSION

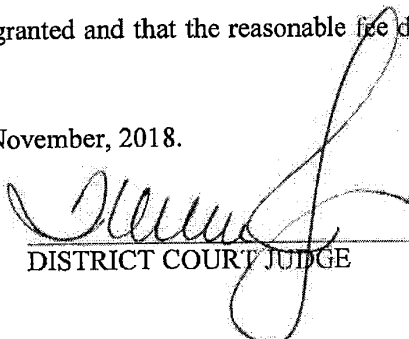
24 The Court finds that the Law Office of Daniel Simon properly filed and perfected the
25 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further
26 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the
27 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The
28 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.
Simon as their attorney, when they ceased following his advice and refused to communicate with

1 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied
2 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until
3 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,
4 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and
5 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November
6 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is
7 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being
8 constructively discharged, under quantum meruit, in an amount of \$200,000.

9
10 **ORDER**

11 It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien
12 of the Law Office of Daniel S. Simon is hereby granted and that the reasonable fee due to the Law
13 Office of Daniel Simon is \$484,982.50.

14 IT IS SO ORDERED this 19 day of November, 2018.


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17 _____
18 DISTRICT COURT JUDGE
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CERTIFICATE OF SERVICE

I hereby certify that on or about the date e-filed, this document was copied through e-mail, placed in the attorney's folder in the Regional Justice Center or mailed to the proper person as follows:

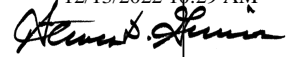
Electronically served on all parties as noted in the Court's Master Service List and/or mailed to any party in proper person.



Tess Driver
Judicial Executive Assistant
Department 10

EXHIBIT W

12/13/22 ORDER


CLERK OF THE COURT

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

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

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC
Plaintiffs,

vs.

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

Defendants.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

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

**ORDER DENYING EDGEWORTHS'
MOTION FOR ORDER TO SHOW
CAUSE ON OST**

Hearing date: 11.15.22
Hearing time: 9:00 a.m.

1 The Edgeworth's Motion for Order to Show Cause Why Daniel
2 Simon and the Law Firm of Daniel S. Simon Should Not Be Held in
3 Contempt came before the Court on the 15th day of November, 2022.
4
5 James R. Christensen appeared on behalf of Daniel Simon and the Law
6 Firm of Daniel S. Simon ("Simon"). Steve L. Morris and Rosa Solis-Rainey
7 appeared on behalf of the Edgeworth Family Trust and American Grating,
8 LLC ("Edgeworths"). The Court, having heard the arguments of counsel,
9 having reviewed the papers and pleadings on file herein, and being fully
10 apprised in the premises, hereby finds as follows:
11

12 The Court FINDS that Simon has provided the Edgeworths with a
13 CD of email, three external drives, multiple copies of documents, videos,
14 cell phone records, tangible evidence, and newly created file indexes.
15
16 While the Edgeworths argue that they are missing documents, there has
17 been no evidence presented to demonstrate the specific documents that
18 are missing from the file productions. As such, the court is unable to
19 determine the extent, if any, of missing documents. Without said specifics,
20 the Court cannot find that Daniel Simon is in contempt of this Court's
21 order. Any specific requests for production of missing items from the file
22 can be made directly to Simon's counsel.
23
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28

1 The Motion for Order to Show Cause Why Daniel Simon and the
2 Law Firm of Daniel S. Simon Should Not be Held in Contempt is DENIED.

Dated this 13th day of December, 2022

3 DATED this ____ day of December 2022.

4
5
6 
DISTRICT COURT JUDGE

7 Submitted by:

0F9 797 E176 E417
Tierra Jones
District Court Judge

9 /s/ James R. Christensen

10 JAMES CHRISTENSEN, ESQ.
11 Nevada Bar No. 003861
12 601 S. 6th Street
13 Las Vegas, NV 89101
14 (702) 272-0406
15 (702) 272-0415
jim@jchristensenlaw.com
Attorney for Daniel S. Simon

16 Approved as to form and content:

17 Agreed as to form but no consent given to sign electronically

18 STEVE MORRIS, ESQ.
19 Nevada Bar No. 1543
20 ROSA SOLIS-RAINEY, ESQ.
21 Nevada Bar No. 007921
22 Morris Law Group
23 801 S. Rancho Drive Suite B4
24 Las Vegas, NV 89106
25 (702) 474-9400
(702) 474-9422
Attorney for Plaintiffs

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Edgeworth Family Trust,
Plaintiff(s)

CASE NO: A-16-738444-C

7 vs.

DEPT. NO. Department 10

8
9 Lange Plumbing, L.L.C.,
Defendant(s)

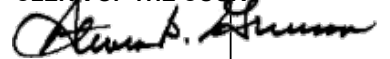
10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 12/13/2022

16 Peter Christiansen	pete@christiansenlaw.com
17 Whitney Barrett	wbarrett@christiansenlaw.com
18 Kendelea Leascher Works	kworks@christiansenlaw.com
19 R. Todd Terry	tterry@christiansenlaw.com
20 Daniel Simon .	lawyers@simonlawlv.com
21 Rhonda Onorato .	ronorato@rlattorneys.com
22 Keely Perdue	keely@christiansenlaw.com
23 Jonathan Crain	jcrain@christiansenlaw.com
24 Mariella Dumbrique	mdumbrique@blacklobello.law
25 Chandi Melton	chandi@christiansenlaw.com

1	John Greene	jgreene@vannahlaw.com
2	James Christensen	jim@jchristensenlaw.com
3	Michael Nunez	mnunez@murchisonlaw.com
4	Daniel Simon	dan@danielsimonlaw.com
5	Gary Call	gcall@rlattorneys.com
6	Tyler Ure	ngarcia@murchisonlaw.com
7	Nicole Garcia	ngarcia@murchisonlaw.com
8	Michael Nunez	mnunez@murchisonlaw.com
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11	Robert Vannah	rvannah@vannahlaw.com
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13	Christopher Page	chrispage@vannahlaw.com
14	Aileen Bencomo	ab@christiansenlaw.com
15	Steve Morris	sm@morrislawgroup.com
16	Rosa Solis-Rainey	rsr@morrislawgroup.com
17	Zeairah Marable	zmarable@vannahlaw.com
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19	Claudia Morrill	cam@morrislawgroup.com
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RIS
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Attorney for SIMON

Eighth Judicial District Court

District of Nevada

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC
Plaintiffs,

vs.

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

Defendants.

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

**REPLY IN SUPPORT OF MOTION
FOR ADJUDICATION
FOLLOWING REMAND**

Date of Hearing: 3.21.23
Time of Hearing: 9:00 a.m.

Notice of Intent to Appear Via
Simultaneous Audio Visual
Transmission Equipment

I. Introduction

The Edgeworths' opposition continues their effort to punish Simon for his audacity to think that the massive amount of fantastic work performed by his firm to obtain his former friends over Six Million Dollars on a \$500,000.00 property damage case was worth a reasonable market rate fee.

1 Much of the time and documents provided to the Court in the moving
2 papers which provide support for a substantial *quantum meruit* award of
3 post discharge fees address events which occurred after the last date on
4 the superbill - and in part which occurred before this Court during
5 subsequent hearings. Accordingly, the argument that Simon cannot recover
6 for time not contained in the superbill clearly fails because the events
7 occurred after the last date of the bill, and the implied invitation for this
8 Court to forget that Simon appeared before this Court to assist the
9 Edgeworths, even after they had frivolously sued Simon, are without merit.
10 The remainder of the opposition consists of personal attacks and innuendo
11 that do not move the needle on the value of Simon's services.
12

13
14 Simon's work after discharge increased the value of the settlement
15 with Lange by \$75,000.00, removed confidentiality and non-disparagement
16 clauses, saved the Edgeworths the fees required to bring Vannah and
17 Greene up to speed at \$925.00 an hour each, and successfully resolved a
18 complex case for millions of dollars. There is a sound foundation for a
19 *quantum meruit* award of \$200,000.00 or more for the post discharge work
20 of Simon and his firm.
21
22
23
24
25

II. The Record Supports Simon.

Simon performed excellent work for the Edgeworths. Far from the Edgeworths' reliance being misplaced, Simon delivered. The record is clear and incontrovertible regarding the outstanding legal services provided by Simon.

- Defense counsel "Michael Nunez testified that Mr. Simon's work on this case was extremely impressive". (4.19.2021, Third Am. D & O on Mot., to Adj. at 19:8-14.)
- Defense attorney Ms. Pancoast wrote: "I just read the Motion to Adjudicate the attorney lien. But for your determination, Edgeworths would have significantly less in their pocket." (Ex. 2 to the motion.)
- Will Kemp, one of the best trial attorneys in the United States, "testified that Mr. Simon's work product and results are exceptional." (4.19.2021, Third Am. D & O on Mot., to Adj. at 19:8-14; and, at 19:16-24 ("the work was exceptional").)
- Mr. Kemp testified that the most important factor in obtaining the result was Simon's work. Mr. Kemp also testified, "that he has never heard of a \$6 million settlement with a \$500,000.00

1 damage case.” (4.19.2021, Third Am. D & O on Mot., to Adj. at
2 20:8-17.)

- 3
- 4 • Finally, and most importantly, this Court found that Simon was
5 an “exceptional advocate for the Edgeworths, the character of
6 the work was complex, the work actually performed was
7 extremely significant, and the work yielded a phenomenal result
8 for the Edgeworths.” (4.19.2021, Third Am. D & O on Mot., to
9 Adj. at 21:15-22:2.)
- 10

11 The record supports Simon’s excellent work and cannot be
12 legitimately challenged. However, while the record is complimentary of
13 Simon, the same is not true of the Edgeworths.

- 14
- 15 • Angela Edgeworth testified before this Court that the
16 Edgeworths sued Simon to punish him. (Ex. 3 September 18,
17 2018 evidentiary hearing transcript at 145:17-19.)
 - 18 • The Edgeworth complaints and Brian Edgeworth’s affidavits
19 allege an oral contract was formed at the outset of the attorney
20 client relationship. (1.4.2018 Edgeworth complaint at ¶9,
21 3.15.18 Edgeworth amended complaint at ¶9, Ex. 4 at ¶6, Ex. 5
22 at ¶6.) When faced with the May 27 Simon email deferring on a
23 fee discussion at the outset of the relationship, Brian Edgeworth
24
25

1 changed the story and testified that the oral contract was
2 formed on June 10. Brian Edgeworth agreed there were no
3 emails or documents supporting his changed testimony. (Ex. 6
4 and 7.)
5

- 6 • On Appeal, the Edgeworths opening brief conceded - *six times* -
7 that the Edgeworths were not believed by the district court.
8 (August 8, 2019, opening brief at pp. 11, 12, 15, 18 & 28.)
9
- 10 • The Edgeworths complaint filed against Simon to punish him
11 contained a frivolous conversion claim which the Supreme
12 Court found was “legally impossible”. *Edgeworth Family Trust v.*
13 *Simon*, 477 P.3d 1129 (table) 2020 WL 7828800 (Nev. 2020)
14 (unpublished)(upholding this Court’s dismissal of A-18-767242-
15 C, award of sanctions, and the finding that the engagement
16 began between friends and an express written or oral contract
17 was not formed).
18
- 19 • The Supreme Court upheld the \$50,000 attorney fee award
20 assessed by this Court against the Edgeworths on the basis
21 that the Edgeworths litigation was “maintained without
22 reasonable ground or to harass the prevailing party”. (*Ibid.*)
23
24
25

1 The record supports Simon's excellent work. The record does not support
2 the Edgeworths veracity or their innuendo. Rather, the record details an
3 extended effort by the Edgeworths to mount unsupported *post hoc* attacks
4 against Simon.

5 **III. Quantum Meruit**

6
7 The record reflects that Simon did substantial and valuable post
8 discharge work for the Edgeworths. Following the last day on the superbill
9 of January 8, the motion details extensive work including court
10 appearances. The contemporaneous statements of the Edgeworths and
11 defense counsel support the valuable nature of the post discharge work.
12

13 As detailed in the Simon motion at page 12-18, Simon made court
14 appearances and facilitated the resolution of this complex litigation. (*E.g.*,
15 2.6.2018 transcript at 6:15, "MS PANCOAST: -- Mr. Simon's facilitating
16 wrapping this up.") The value to the Edgeworths is clear and obvious.
17

18 In the past, the Edgeworths agreed Simon's work had obvious value.
19 (See, *e.g.*, 2.20.2018 hearing transcript at 3:15-25 ("MR. VANNAH: *If you*
20 *take out the form and content, I don't know anything about the case, and I*
21 *want -- I don't know anything about the case -- I mean, we're not involved*
22 *in a case. You understand that, Teddy?*") (italics added).) The Edgeworths
23 valued Simon's work so much that they threatened Simon not to withdraw
24
25

1 after they filed their punishment lawsuit, in part because of the resulting
2 cost to the Edgeworths to bring Vannah up to speed. (Defendants'
3 evidentiary hearing exhibit 53.) The Edgeworths valued Simon so highly
4 that as late as 2019 the Edgeworths argued to the Supreme Court that
5 Simon was still their attorney. (Appellants' Opening Brief filed 8.8.2019 at
6 25-26.)

8 The Edgeworths *post hoc* attacks are exposed by their changing
9 positions. The Edgeworths argued that Simon's post discharge work was
10 so valuable that Simon had to continue working for the Edgeworths even
11 after they had frivolously sued Simon. That was until the narrative no longer
12 benefitted them. The Edgeworths then changed to their current narrative
13 that Simon's post discharge work was worth next to nothing.

16 Currently, the Edgeworths argue that Simon's work after January 8
17 should be ignored. However, no authority is provided for the proposition
18 that this Court should ignore an attorney's work when determining a
19 reasonable fee under quantum meruit. The omission of authority is glaring
20 because some of the work the Edgeworths want this Court to ignore
21 include appearances before Her Honor, therefore ignoring the work would
22 be contrary to Nevada law. See, e.g., *Leventhal v. Black & LoBello*, 129
23 Nev. 472, fn. 5, 305 P.3d 907, fn 5 (2013)(mentioning the court's familiarity
24
25

1 with the relevant facts regarding the attorney's performance as a basis for
2 awarding attorney fees).

3 Simon always sought quantum meruit, and the superbill was
4 prepared to demonstrate time and effort, not to act as an actual bill. The
5 Edgeworths' current position is nothing more than an argument of
6 convenience and may be disregarded on that basis.
7

8 **IV. The Case File**

9 The current motion seeks adjudication of the value of Simon's post
10 discharge work under *quantum meruit*. The Edgeworths apparently see the
11 motion as an opportunity to air grievances and insinuation about the
12 production of the case file. The Edgeworths are mistaken. (See, e.g.,
13 EDCR 2.20(e) (an opposition presents arguments against the motion).)
14

15 Nonetheless, because the Edgeworths have again made an
16 unsupported claim that there is a "purposeful" retention of materials and
17 have again made unsupported claims of nefarious doings by Simon, the
18 following is offered in reply.
19
20

21 On November 15, 2022, this Court heard the Edgeworths bid to hold
22 Simon in contempt regarding file production. The motion was denied.
23
24
25

1 On December 8, 2022, Simon served but did not file a motion for
2 Rule 11 sanctions against the Edgeworths for filing the contempt motion
3 without a sound basis and sent an accompanying safe harbor letter. (Ex. 8.)

4 On December 9, 2022, Edgeworths' counsel responded and
5 disclosed their human errors that prevented them from making accurate
6 statements to this court regarding the case file. (Ex. 9.) While Simon sent
7 another safe harbor letter on December 16, it was eventually decided that
8 counsel's admission of human error was sufficient and the motion for Rule
9 11 sanctions was not filed.
10

11 On December 21, 2022, the Edgeworths sent another letter which
12 added new requests to requests previously made before counsel admitted
13 to an incomplete review of the produced file and their own review errors.
14 (Ex. O to the response.)
15

16 There was a delay in response to the December letter for various
17 reasons. Regardless, on February 27, 2023, Simon responded to the
18 December letter as follows:
19
20

21 **2. Regarding the ongoing document requests:**

22 For the enumerated items on the December 21 letter:

- 23 1. The cost print out is just that. It was a snap shot of the
24 costs listed on the case expense summary at the time it was
25 made. If your client did not retain the copy, then it is no longer
available.

1 2. The back-up for the correct amount of costs was provided
2 in the lien adjudication hearing. (As you are aware, the amount
3 of costs claimed was corrected during the lien
4 adjudication.) You have the information.

5 3. As reflected on LODS 14786, the mediator proposal was
6 sent to Brian Edgeworth on November 11, 2017, at 10:05 a.m.

7 4&5. As reflected on LODS 24686 & 687, both invoices were
8 sent directly to Brian Edgeworth.

9 6V. Because he had been fired, Simon did not retain a fully
10 executed Viking settlement agreement. An agreement lacking
11 Scott Martorano's signature can be found at LODS 38134-
12 38140.

13 6L. Because he had been fired, Simon did not retain a fully
14 executed Lange settlement agreement. An agreement lacking
15 Lange's signature can be found at LODS 38107-38122.

16 I looked but did not find an email from you or your office dated
17 November 16.

18 I reviewed your October letter. I noted the letter was sent before your
19 motion for sanctions was filed and denied, and before your letter of
20 December 9, 2022. In the course of events, I thought it had become
21 clear that your office had not reviewed the materials already provided
22 by Simon. Your seeming concession of that point on December 9 was
23 why the Simon motion for sanctions was not filed.

24 I looked at the first 2 emails listed on the October letter, LODS 14716
25 & 14717. Both are emails from Simon to Brian Edgeworth. *Thus, on
26 their face the emails establish that you already have the emails and
27 the attachments.* Further, the referenced and attached Parker letter is
28 also separately found at LODS 464-465. I stopped my review at that
29 point.

30 Simon is happy to help, if there is a legitimate question about a
31 missing item. Please double check your future inquiries. (Ex. 10.)

1 As can be seen from the above, nothing has changed. The continuing
2 Edgeworth demands for file production are nothing more than make-work
3 requests, which have nothing to do with reaching a fee for Simon's post
4 discharge work. For example, the Edgeworths complained about not having
5 a mediator proposal that was emailed to Brian Edgeworth on November 11,
6 2017, at 10:05 am. (Ex. 11, email bated LODS 14786.) In other words, the
7 Edgeworths claimed the mediator proposal was purposefully withheld to
8 further their narrative of misdeeds by Simon, when in fact the proposal was
9 emailed to Brian over 5 years ago. The Edgeworths do not have a basis for
10 their continuing complaints, which only serve to waste the time of this Court
11 and Simon.

14 **V. Conclusion**

16 The record as detailed in pages 12 -18 of the motion reflects that
17 Simon's post discharge work was substantial, valuable and provides
18 support for the Court's new order. Simon respectfully requests a
19
20
21
22
23
24
25

1 reasonable fee of \$200,000.00 or more under *quantum meruit* for his post
2 discharge work.

3 DATED this 14th day of March 2023.

4
5 /s/James R. Christensen

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

16
17 **CERTIFICATE OF SERVICE**

18 I CERTIFY SERVICE of REPLY IN SUPPORT OF MOTION FOR
19 ADJUDICATION FOLLOWING REMAND was made by electronic service
20 (via Odyssey) this 14th day of March 2023, to all parties currently shown
21 on the Court's E-Service List.

22
23 /s/ Dawn Christensen

24 an employee of James R. Christensen
25

EXHIBIT 3

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

EDGEWORTH FAMILY TRUST,

Plaintiff,

vs.

LANGE PLUMBING, L.L.C.,

Defendant.

AND RELATED CASES AND PARTIES

CASE NO. A-16-738444-C

A-18-767242-C

DEPT NO. X

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE

TUESDAY, SEPTEMBER 18, 2018

RE: EVIDENTIARY HEARING - EXCERPT

TESTIMONY OF ANGELA EDGEWORTH ONLY

APPEARANCES:

FOR DANIEL SIMON:

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

FOR EDGEWORTH TRUST:

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

RECORDED BY: VICTORIA BOYD, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

1 A Yes.

2 Q Okay. So if you're trying to get punitive damages
3 from a husband individually, you're trying to get the family's
4 money; right?

5 MR. GREENE: Same objection.

6 THE COURT: And, Mr. Christiansen, the lawsuit is
7 against Danny Simon as an individual and the law office of
8 Danny Simon. So that's who they sued.

9 BY MR. CHRISTIANSEN:

10 Q You made an intentional choice to sue him as an
11 individual as opposed to just his law office, fair?

12 A Fair.

13 Q That is an effort to get his individual money;
14 correct? His personal money as opposed to like some insurance
15 for his law practice?

16 A Fair.

17 Q And you wanted money to punish him for stealing your
18 money, converting it; correct?

19 A Yes.

20 Q And he hadn't even cashed the check yet; correct?

21 A No.

22 Q All right. He couldn't cash a check because
23 Mr. Vannah and him had to make an agreement. Mr. Vannah I
24 figured out how to do it I think at a bank, right, how to do
25 like a joint --

EXHIBIT 4

AFFIDAVIT OF BRIAN EDGEWORTH

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, BRIAN EDGEWORTH, do hereby swear, under penalty of perjury, that the assertions of this Affidavit are true and correct:

1. I am over the age of twenty-one, and a resident of Clark County, Nevada.

2. I have lived and breathed this matter since April of 2016 through the present date, and I have personal knowledge of the matters stated herein.

3. On or about May 27, 2016, I, on behalf of PLAINTIFFS, retained SIMON to represent our interests following a flood that occurred on April 10, 2016, in a home under construction that was owned by PLAINTIFFS.

4. The damage from the flood caused in excess of \$500,000 of property damage to the home. It was initially hoped that SIMON drafting a few letters to the responsible parties could resolve the matter, but that wasn't meant to be. We were forced to litigate to get the defendants to do the right thing and pay the damages

5. When it became clear the litigation was likely, I had options on who to retain. However, I asked SIMON if he wanted to represent PLAINTIFFS. In his Motion, SIMON seems to liken our transaction as an act of charity performed by him for a friend = me. Hardly. Agreeing to pay and receive \$550 per hour is a business agreement, not an act of charity. Also, those "few letters" mentioned above were not done for free by SIMON, either. I paid over \$7,500 in hourly fees to SIMON for his services for these tasks alone.

6. At the outset of the attorney-client relationship, SIMON and I orally agreed that SIMON would be paid for his services by the hour and at an hourly rate of \$550 and that we'd reimburse him for his costs. No other form or method of compensation such as a contingency fee was ever brought up at that time, let alone ever agreed to.

AA00658

1 7. SIMON never reduced the terms of our fee agreement to writing. However, that
2 formality didn't matter to us, as we each recognized what the terms of the agreement were and
3 performed them accordingly. For example, SIMON billed us at an hourly rate of \$550, his
4 associate billed us at \$275 per hour, costs incurred were billed to us, and I paid SIMON all of the
5 invoices in full in less than one week from the date they were received.

6 8. For example, SIMON sent invoices to me dated December 16, 2016, May 3, 2017,
7 August 16, 2017, and September 25, 2017. The amount of fees and costs SIMON billed us in
8 those invoices totaled \$486,453.09. There were hundreds of entries in these invoices. The hourly
9 rate that SIMON billed us in all of his invoices was at \$550 per hour. I paid the invoices in full to
10 SIMON. He also submitted an invoice to us on November 10, 2017, in the amount of
11 approximately \$72,000. However, SIMON withdrew the invoice and failed to resubmit the
12 invoice to us, despite an email request from me to do so. I don't know whether SIMON ever
13 disclosed that "final" invoice to the defendants in the LITIGATION or whether he added those
14 fees and costs to the mandated computation of damages. I do know, however, that when SIMON
15 produced his "new" invoices to us (in a Motion) for the first time on or about January 24, 2018,
16 for an additional \$692,120 in fees, his hourly rate for all of his work was billed out at our agreed
17 to rate of \$550.
18

19 9. From the beginning of his representation of us, SIMON was aware that I was
20 required to secure loans to pay SIMON'S fees and costs in the LITIGATION. SIMON was also
21 aware that these loans accrued interest. It's not something for SIMON to gloat over or question
22 my business sense about, as I was doing what I had to do to with the options available to me. On
23 that note, SIMON knew that I could not get traditional loans to pay SIMON'S fees and costs.
24

25 10. Plus, SIMON didn't express an interest in taking what amounted to a property
26 damage claim with a value of \$500,000 on a contingency basis. Easy math shows that 40% of
27 \$500,000 is \$200,000. SIMON billed over twice that in fees in the invoices that he disclosed in
28

AA00659

1 the LITIGATION. I believe that in my conversations and dealings with SIMON, he only wanted
2 what amounts to a bonus after he'd received \$500,000 in fees and costs from me and after the risk
3 of loss in the LITIGATION was gone.

4 11. Please understand that I was incredibly involved in this litigation in every respect.
5 Regrettably, it was and has been my life for nearly two years. While I don't discount some of the
6 good work SIMON performed, I was the one who dug through the thousands of documents and
7 found the trail that led to the discovery that Viking had a bad history with these sprinklers, and
8 that there was evidence of a cover up. I was the one who located the prior case involving Viking
9 and these sprinklers, a find that led to more information from Viking executives, Zurich (Viking's
10 insurer), and from fire marshals, etc. I was also the one who did the research and made the calls
11 to the scores of people who'd had hundreds of problems with these sprinklers and who had
12 knowledge that Viking had tried to cover this up for years. This was the work product that caused
13 this case to grow into the one that it did.
14

15 12. Around August 9, 2017, SIMON and I traveled to San Diego to meet with an
16 expert. This was around the time that the value of the case had blossomed from one of property
17 damage of approximately \$500,000 to one of significant and additional value due to the conduct
18 of one of the defendants. On our way back home, and while sitting in an airport bar, SIMON for
19 the first time broached the topic of modifying our fee agreement from a straight hourly contract to
20 a contingency agreement. Even though paying SIMON'S hourly fees was a burden, I told him
21 that I'd be open to discussing this further, but that our interests and risks needed to be aligned.
22 Weeks then passed without SIMON mentioning the subject again.
23

24 13. Thereafter, I sent an email labeled "Contingency." The main purpose of that email
25 was to make it clear to SIMON that we'd never had a structured conversation about modifying the
26 existing fee agreement from an hourly agreement to a contingency agreement. I also told him that
27
28

1 if we couldn't reach an agreement to modify the terms of our fee agreement that I'd continue to
2 borrow money to pay his hourly fees and the costs.

3 14. SIMON scheduled an appointment for my wife and I to come to his office to
4 discuss the LITIGATION. This was only two days after Viking and PLAINTIFFS had agreed to
5 a \$6,000,000 settlement. Rather than discuss the LITIGATION, SIMON'S only agenda item was
6 to pressure us into modifying the terms of the CONTRACT. He told us that he wanted to be paid
7 far more than \$550.00 per hour and the \$486,453.09 he'd received from us for the preceding
8 eighteen (18) months. The timing of SIMON'S request for our fee agreement to be modified was
9 deeply troubling to us, too, for it came at the time when the risk of loss in the LITIGATION had
10 been completely extinguished and the appearance of a large gain from a settlement offer had
11 suddenly been recognized. SIMON put on a full court press for us to agree to his proposed
12 modifications to our fee agreement. His tone and demeanor were also harsh and unacceptable.
13 We really felt that we were being blackmailed by SIMON, who was basically saying "agree to
14 this or else."
15

16 15. Following that meeting, SIMON would not let the issue alone, and he was
17 relentless to get us to agree to pay him more. Despite SIMON'S persistent efforts, we never
18 agreed on any terms to alter, modify, or amend our fee agreement.
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20 16. On November 27, 2017, SIMON sent a letter to us describing additional fees in the
21 amount of \$1,114,000.00, and costs in the amount of that \$80,000.00, that he wanted to be paid in
22 light of a favorable settlement that was reached with the defendants in the LITIGATION. We
23 were stunned to receive this letter. At that time, these additional "fees" were not based upon
24 invoices submitted to us or detailed work performed. The proposed fees and costs were in
25 addition to the \$486,453.09 that we had already paid to SIMON pursuant to the fee agreement, the
26 invoices that SIMON had presented to us, the evidence that we understand SIMON produced to
27 defendants in the LITIGATION, and the amounts set forth in the computation of damages that
28

AA00661

1 SIMON was required to submit in the LITIGATION. We agree and want to reimburse SIMON
2 for the costs he spent on our case. But, he'd never presented us with the invoices, a bill to keep
3 and review, or the reasons.

4 17. A reason given by SIMON to modify the fee agreement was that he claims he
5 under billed us on the four invoices previously sent and paid, and that he wanted to go through his
6 invoices and create, or submit, additional billing entries. We were again stunned to learn of
7 SIMON'S reasoning. According to SIMON, he under billed in the LITIGATION in an amount in
8 excess of \$1,000,000.00. An additional reason given then by SIMON was that he felt his work
9 now had greater value than the \$550.00 per hour that was agreed to and paid for. SIMON
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13 \$500,000 from us. He said that "any judge" and "the bar" would give him the contingency
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15 now entitled to receive.
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18 18. Another reason why we were so surprised by SIMON'S demands is because of the
19 nature of the claims that were presented in the LITIGATION. Some of the claims were for breach
20 of contract and indemnity, and a part of the claim for indemnity against Defendant Lange was the
21 fees and costs we were compelled to pay to SIMON to litigate and be made whole following the
22 flooding event. Since SIMON hadn't presented these "new" damages to defendants in the
23 LITIGATION in a timely fashion, we were savvy enough to know that they would not be able to
24 be presented at trial. SIMON now claims that our damages against defendant Lange were not ripe
25 until the claims against defendant Viking were resolved. How can that be? All of our claims
26 against Viking and Lange were set to go to trial in February of this year.
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1 19. On September 27, 2017, I sat for a deposition. Lange's attorney asked specific
2 questions of me regarding the amount of damages that PLAINTIFFS had sustained, including the
3 amount of attorneys fees and costs that had been paid to SIMON. Not only do I remember what
4 transpired, I've since reviewed the transcript, as well. At page 271 of that deposition, a question
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6 LITIGATION prior to May of 2017. At lines 18-19, SIMON interjected: "They've all been
7 disclosed to you." At lines 23-25, SIMON further stated: "The attorneys' fees and costs for both
8 of these plaintiffs as a result of this claim have been disclosed to you long ago." Finally, at page
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11 billing more hours that he hadn't yet written down, or that additional invoices for fees or costs
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21 proceeds. Instead, he served two attorneys liens and reformulated his billings to add entries and
22 time that he'd never previously produced to us and that never saw the light of day in the
23 LITIGATION. The settlement proceeds are ours, not SIMON'S. To us, what SIMON did was
24 nothing short of stealing what was ours.
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26 21. When SIMON refused to release the full amount of the settlement proceeds to us
27 without us paying him millions of dollars in the form of a bonus, we felt that the only reasonable
28 alternative available to us was to file a complaint for damages against SIMON.

AA00663

1 22. Thereafter, the parties agreed to create a separate account, deposit the settlement
2 proceeds, and release the undisputed settlement funds to us. I did not have a choice to agree to
3 have the settlement funds deposited like they were, as SIMON flatly refused to give us what was
4 ours. In short, we were forced to litigate with SIMON to get what is ours released to us.

5 23. In Motions filed in another matter, SIMON makes light of the facts that we haven't
6 fired him, and that we are allowing him to continue working to wrap up the LITIGATION. We're
7 not thrilled to have to keep him as an attorney. But, we don't want to pay more than we've
8 already had to pay to get someone else up to speed. Plus, we've already paid nearly \$500,000 to
9 SIMON, and his change of heart on his fee only came about when the claims in the LITIGATION
10 were, for all intents and purposes, resolved. Since we've already paid him for this work to
11 resolve the LITIGATION, can't he at least finish what he's been retained and paid for?

12 24. Please understand that we've paid SIMON in full every penny of every invoice
13 that he's ever submitted to us. I even asked him to send me the invoice that he withdrew last fall.
14 I feel that it's incredibly unfair and wrong that SIMON can now claim a lien for fees that no one
15 ever agreed to pay or to receive, or that SIMON can claim a lien for fees that he'd either refused
16 to bill, or failed to bill, but definitely never provided to us or produced to the defendants in the
17 LITIGATION.
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19 25. I also feel that it's remarkable and so wrong that an attorney can agree to receive
20 an hourly rate of \$550 an hour, get paid \$550 an hour to the tune of nearly \$500,000 for a period
21 of time in excess of eighteen months, then hold PLAINTIFFS settlement proceeds hostage unless
22 we agree to pay him a bonus that ranges between \$692,000 to \$1.9 million dollars.
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24 26. SIMON in his motion, and in open court, made claims that he was effectively fired
25 from representation by citing Mr. Vannah's conversation telling SIMON to stop all contact with
26 us. This assertion is beyond disingenuous as SIMON is very well aware the reason he was told to
27 stop contacting us was a result of his despicable actions of December 4, 2017, when he made false
28

AA00664

1 accusations about us, insinuating we were a danger to children, to Ruben Herrera the Club
2 Director at a non-profit for children we founded and funded. In an email string, SIMON chooses
3 his words quite carefully and Mr. Herrera found the first email to contain words and phrases as if
4 it was part of a legal action. When Mr. Herrera responded, reiterating the clubs rules on whom is
5 responsible for making contact about absences (that had already been outlined at the mandatory
6 start of season meeting a week earlier) to explain why Mr. Herrera did not return SIMON'S calls,
7 SIMON sent the follow-up email, again carefully worded, with the clear accusation that
8 SIMON'S daughter cannot come to gym because she must be protected from the Edgeworths.
9 His insinuation was clear and severe enough that Mr. Herrera was forced into the uncomfortable
10 position of confronting me about it. I read the email, and was forced to have a phone
11 conversation followed up by a face-to-face meeting with Mr. Herrera where I was forced to tell
12 Herrera everything about the lawsuit and SIMON'S attempt at trying to extort millions of dollars
13 from me. I emphasized that SIMON'S accusation was without substance and there was nothing
14 in my past to justify SIMON stating I was a danger to children. I also said I will fill in the
15 paperwork for another background check by USA Volleyball even though I have no coaching or
16 any contact with any of the athletes for the club. My involvement is limited to sitting on the
17 board of the non-profit, providing a \$2.5 million facility for the non-profit to use and my two
18 daughters play on teams there. Neither of them was even on the team SIMON'S daughter joined.
19 Mr. Herrera states that he did not believe the accusation but since all of the children that benefit
20 from the charity are minors, an accusation of this severity, from someone he assumed I was
21 friends with and further from my own attorney could not be ignored. While I was embarrassed
22 and furious that someone who was actively retained as my attorney and was billing me would
23 attempt to damage my reputation at a charity my wife and I founded and have poured millions of
24 dollars into, I politely sent SIMON an email on December 5, 2017, telling him that I had not
25 received his voicemail he referenced in an email and directed SIMON to call John Greene if he
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AA00665

VANNAH & VANNAH
400 S. Seventh Street, 4th Floor • Las Vegas, Nevada 89101
Telephone (702) 369-4161 Facsimile (702) 369-0104

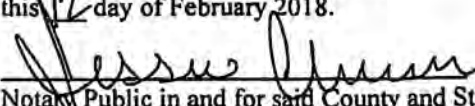
1 needed anything done on the case. Mr. Vannah informing SIMON to have no contact was a
2 reiteration of this request I made. Mr. Simon is well aware of this, as the email, which he denied
3 ever sending, was read to him by Mr. Vannah during the teleconference and his own attorney told
4 him to not send anything like that again. Simon claimed he did not intend the meaning
5 interpreted. I think it speaks volumes to Simon's character that after being caught trying to
6 damage our reputation and trying to smear our names with accusations that are impossible to
7 disprove—such as trying to un-ring a bell that has been rung—he has never written to Mr. Herrera
8 to clarify that the Edgeworths are NOT a danger to children. In his latest court filing Simon
9 further attempts to bill us hundreds of thousands of dollars for “representing” us during this
10 period. In short, we never fired SIMON, though we asked him to communicate to us through an
11 intermediary. Rather, we wanted and want him to finish the work that he started and billed us
12 hundreds of thousands of dollars for, which is to resolve the claims against the parties in the
13 LITIGATION.
14

15 27. I ask this Court to deny SIMON'S Motion and give us the right to present our
16 claims against SIMON before a jury.
17

18 FURTHER AFFIANT SAYETH NAUGHT.

19 
20 BRIAN EDGEWORTH

21 Subscribed and Sworn to before me
22 this 12 day of February 2018.

23 
24 Notary Public in and for said County and State

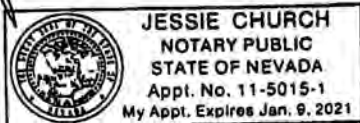


EXHIBIT 5

AFFIDAVIT OF BRIAN EDGEWORTH

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, BRIAN EDGEWORTH, do hereby swear, under penalty of perjury, that the assertions of this Affidavit are true and correct:

1. I am over the age of twenty-one, and a resident of Clark County, Nevada.

2. I have lived and breathed this matter since April of 2016 through the present date, and I have personal knowledge of the matters stated herein.

3. On or about May 27, 2016, I, on behalf of PLAINTIFFS, retained SIMON to represent our interests following a flood that occurred on April 10, 2016, in a home under construction that was owned by PLAINTIFFS.

4. The damage from the flood caused in excess of \$500,000 of property damage to the home. It was initially hoped that SIMON drafting a few letters to the responsible parties could resolve the matter, but that wasn't meant to be. We were forced to litigate to get the defendants to do the right thing and pay the damages

5. When it became clear the litigation was likely, I had options on who to retain. However, I asked SIMON if he wanted to represent PLAINTIFFS. In his Motion, SIMON seems to liken our transaction as an act of charity performed by him for a friend = me. Hardly. Agreeing to pay and receive \$550 per hour is a business agreement, not an act of charity. Also, those "few letters" mentioned above were not done for free by SIMON, either. I paid over \$7,500 in hourly fees to SIMON for his services for these tasks alone.

6. At the outset of the attorney-client relationship, SIMON and I orally agreed that SIMON would be paid for his services by the hour and at an hourly rate of \$550 and that we'd reimburse him for his costs. No other form or method of compensation such as a contingency fee

1 was ever brought up at that time, let alone ever agreed to.

2 7. SIMON never reduced the terms of our fee agreement to writing. However, that
3 formality didn't matter to us, as we each recognized what the terms of the agreement were and
4 performed them accordingly. For example, SIMON billed us at an hourly rate of \$550, his
5 associate billed us at \$275 per hour, costs incurred were billed to us, and I paid SIMON all of the
6 invoices in full in less than one week from the date they were received.

7 8. For example, SIMON sent invoices to me dated December 16, 2016, May 3, 2017,
8 August 16, 2017, and September 25, 2017. The amount of fees and costs SIMON billed us in
9 those invoices totaled \$486,453.09. There were hundreds of entries in these invoices. The hourly
10 rate that SIMON billed us in all of his invoices was at \$550 per hour. I paid the invoices in full to
11 SIMON. He also submitted an invoice to us on November 10, 2017, in the amount of
12 approximately \$72,000. However, SIMON withdrew the invoice and failed to resubmit the
13 invoice to us, despite an email request from me to do so. I don't know whether SIMON ever
14 disclosed that "final" invoice to the defendants in the LITIGATION or whether he added those
15 fees and costs to the mandated computation of damages. I do know, however, that when SIMON
16 produced his "new" invoices to us (in a Motion) for the first time on or about January 24, 2018,
17 for an additional \$692,120 in fees, his hourly rate for all of his work was billed out at our agreed
18 to rate of \$550.

19 9. From the beginning of his representation of us, SIMON was aware that I was
20 required to secure loans to pay SIMON'S fees and costs in the LITIGATION. SIMON was also
21 aware that these loans accrued interest. It's not something for SIMON to gloat over or question
22 my business sense about, as I was doing what I had to do to with the options available to me. On
23 that note, SIMON knew that I could not get traditional loans to pay SIMON'S fees and costs.

24 10. Plus, SIMON didn't express an interest in taking what amounted to a property
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1 damage claim with a value of \$500,000 on a contingency basis. Easy math shows that 40% of
2 \$500,000 is \$200,000. SIMON billed over twice that in fees in the invoices that he disclosed in
3 the LITIGATION. I believe that in my conversations and dealings with SIMON, he only wanted
4 what amounts to a bonus after he'd received \$500,000 in fees and costs from me and after the risk
5 of loss in the LITIGATION was gone.

6 11. Please understand that I was incredibly involved in this litigation in every respect.
7 Regrettably, it was and has been my life for nearly two years. While I don't discount some of the
8 good work SIMON performed, I was the one who dug through the thousands of documents and
9 found the trail that led to the discovery that Viking had a bad history with these sprinklers, and
10 that there was evidence of a cover up. I was the one who located the prior case involving Viking
11 and these sprinklers, a find that led to more information from Viking executives, Zurich (Viking's
12 insurer), and from fire marshals, etc. I was also the one who did the research and made the calls
13 to the scores of people who'd had hundreds of problems with these sprinklers and who had
14 knowledge that Viking had tried to cover this up for years. This was the work product that caused
15 this case to grow into the one that it did.
16

17 12. Around August 9, 2017, SIMON and I traveled to San Diego to meet with an
18 expert. This was around the time that the value of the case had blossomed from one of property
19 damage of approximately \$500,000 to one of significant and additional value due to the conduct
20 of one of the defendants. On our way back home, and while sitting in an airport bar, SIMON for
21 the first time broached the topic of modifying our fee agreement from a straight hourly contract to
22 a contingency agreement. Even though paying SIMON'S hourly fees was a burden, I told him
23 that I'd be open to discussing this further, but that our interests and risks needed to be aligned.
24 Weeks then passed without SIMON mentioning the subject again.
25

26 13. Thereafter, I sent an email labeled "Contingency." The main purpose of that email
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1 was to make it clear to SIMON that we'd never had a structured conversation about modifying the
2 existing fee agreement from an hourly agreement to a contingency agreement. I also told him that
3 if we couldn't reach an agreement to modify the terms of our fee agreement that I'd continue to
4 borrow money to pay his hourly fees and the costs.

5 14. SIMON scheduled an appointment for my wife and I to come to his office to
6 discuss the LITIGATION. This was only two days after Viking and PLAINTIFFS had agreed to
7 a \$6,000,000 settlement. Rather than discuss the LITIGATION, SIMON'S only agenda item was
8 to pressure us into modifying the terms of the CONTRACT. He told us that he wanted to be paid
9 far more than \$550.00 per hour and the \$486,453.09 he'd received from us for the preceding
10 eighteen (18) months. The timing of SIMON'S request for our fee agreement to be modified was
11 deeply troubling to us, too, for it came at the time when the risk of loss in the LITIGATION had
12 been completely extinguished and the appearance of a large gain from a settlement offer had
13 suddenly been recognized. SIMON put on a full court press for us to agree to his proposed
14 modifications to our fee agreement. His tone and demeanor were also harsh and unacceptable.
15 We really felt that we were being blackmailed by SIMON, who was basically saying "agree to
16 this or else."
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18 15. Following that meeting, SIMON would not let the issue alone, and he was
19 relentless to get us to agree to pay him more. Despite SIMON'S persistent efforts, we never
20 agreed on any terms to alter, modify, or amend our fee agreement.
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23 amount of \$1,114,000.00, and costs in the amount of that \$80,000.00, that he wanted to be paid in
24 light of a favorable settlement that was reached with the defendants in the LITIGATION. We
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17 intermediary. Rather, we wanted and want him to finish the work that he started and billed us
18 hundreds of thousands of dollars for, which is to resolve the claims against the parties in the
19 LITIGATION.

22 27. We did not cause the Complaint or the Amended Complaint to be filed against
23 SIMON or his business entities to prevent him from participating in any public forum. We also
24 didn't bring a lawsuit to prevent SIMON from being paid what we agreed that he should be paid
25 under the CONTRACT.

27 28. I ask this Court to deny SIMON'S anti-SLAPP Motion and give us the right to
28

1 present our claims against SIMON before a jury.

2 FURTHER AFFIANT SAYETH NAUGHT.

3 
4 BRIAN EDGEWORTH

5 Subscribed and Sworn to before me
6 this 15 day of March 2018, by BRIAN EDGEWORTH.

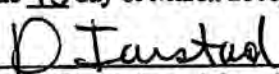
7 
8 Notary Public in and for said County and State



EXHIBIT 6

Steven D. Grierson

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 MONDAY, AUGUST 27, 2018

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 1**

22 APPEARANCES:

23 For the Plaintiff:

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

24 For the Defendant:

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

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 A Correct. I did expect him to finish what he was paid for.

2 Q But I thought, sir, you were paying him an hourly rate.

3 A Correct.

4 Q So he was supposed to work those hours for free?

5 A No.

6 Q Sir, you put three different times he was paid in full in
7 September of 2017.

8 A He was paid in full for every bill he submitted, correct.

9 Q But you expected him to finish the job while you were suing
10 him?

11 A Yes.

12 Q For free?

13 A No.

14 Q Okay. When -- you're going to pay him?

15 A If he submitted a bill, correct.

16 Q See, that's what I'm trying to figure out, Mr. Edgeworth.

17 What was this agreement you think you had with Mr. Simon? Because
18 what you put in your affidavits, all of them, is that Mr. Simon was paid
19 for the hours he captured and put in his will. Captured is my word, not
20 yours. Right?

21 A Yes, he was paid for all his time.

22 Q But you know darn good and well and have from the outset
23 of talking to your friend, Danny Simon, who to quote you was going to
24 do it as a favor, that he wasn't putting all his time in those bills. You
25 know that?

AA00959

1 A No.

2 Q Sir, you just told the Court Danny took the case as a favor.
3 Do you remember that?

4 A Yeah, and a week later, he started billing me.

5 Q And you -- a week later, he started billing you?

6 A Yeah. On June 10th, when it became clear that he had to file
7 a lawsuit, because they weren't going to agree, he phoned me and told
8 me he was going to incur a bunch of costs and that he would need to
9 start billing me \$550 an hour, which was his board approved rate, and I
10 would get it back when I won from the Lange parties and the 550 was
11 based on his experience in litigation and everything else and was
12 approved by judges.

13 Q So now that conversation took place June the 10th. Is that
14 what your testimony is?

15 A It always took place June the 10th.

16 Q No. In all three of your affidavits, it took place at the outset
17 of your retention, which was May the 27th. We've already determined
18 that.

19 A The outset --

20 Q Sir -- sir --

21 A -- of the case.

22 Q -- did you put the --

23 MR. GREENE: May he answer the question, Your Honor? He
24 just cuts him off.

25 MR. CHRISTIANSEN: It's leading, and it's permissible.

AA00960

1 THE COURT: Okay. Mr. Christiansen, I want to know what
2 the answer to this question is, so, sir, answer the question.

3 THE WITNESS: Danny met with me at the 28th at Starbucks
4 and took the case. He said --

5 THE COURT: 28th of May?

6 THE WITNESS: 28th of May 2016. I emailed him on the 27th
7 of May 2016, to see if he could help me out with this thing, because
8 everyone said it's a slam-dunk. They have to pay. They're all liable.
9 There's a contract, everything else. They're just yanking you around. I
10 reached out to him. He agreed to meet with me. We met at Starbucks. I
11 gave him a summary of all the entities involved and who's who, et
12 cetera. We talked about it.

13 He said that he would write a few letters, which is why when
14 you asked me when was he retained, he sent letters to these other
15 people who was Kinsale at the time, Viking, someone else, saying that I
16 had retained him. That's what the letters said. They were like retention
17 letters. Then they blew him off back and forth a little bit. Around, I
18 believe it was the 9th of June, he said they aren't going to settle. They
19 aren't going to do it. We need to file a lawsuit against them. This is
20 going to start costing me some money.

21 And he gave me the whole pitch, and I agreed. I said I
22 accept. That's fine. And on the Tuesday -- that's on a Friday. On the
23 Tuesday, he filed a lawsuit on June 14th against these entities. It's as
24 simple as that. That should clarify it.

25 Q Okay. Did I allow you to complete that answer?

1 A I believe so.

2 Q Okay. So, it is true that on May the 27th or the 28th at
3 Starbucks, Danny never told you his fee was 550 an hour?

4 A No.

5 Q No, he did or no he didn't?

6 A I'm sorry. I'm getting flipped with the way you asked the
7 question.

8 Q Okay.

9 A No, he never told me that date that his fee -- of May 27th or
10 28th, that his fee was 550 an hour.

11 Q Nor did he ever tell you his associate's fee was 275 an hour?

12 A Correct.

13 Q And sir, you didn't get a bill from an associate until 14
14 months after Mr. Simon was retained by you according to your
15 affidavits. Is that fair?

16 A Likely. I'd need to review the bills to be positive, but likely.

17 Q Okay. You're a smart guy, right? Harvard MBA?

18 A I assume so.

19 Q Got lots of lawyers, right?

20 A What do you mean, lots of lawyers?

21 Q You've hired -- for -- I'll give you a simple example. You
22 hired a lawyer as an expert in this -- in the underlying case, correct?

23 A Under the advice of my lawyer, yes, I did.

24 Q All right. You hire lawyers. I mean, you have businesses, I
25 think in China, correct?

AA00962

1 A Yes.

2 Q All right. You've dealt with lawyers in your life, correct?

3 A Yes, I have.

4 Q In the underlying case, you hired a guy named Crane

5 Pomerantz, former United States Attorney?

6 A Correct.

7 Q To opine about the conduct of one of the defendants, fair?

8 A I think the scope was broader, but correct, he was hired.

9 Q And can we agree that Mr. Simon never presented you an

10 hourly retainer fee agreement?

11 A No, he never presented me one.

12 Q And you know what those look like, right?

13 A Somewhat, yes. They look --

14 Q I'll show you --

15 A -- different.

16 Q -- Exhibit 62 and that's your signature, Mr. Pomerantz'

17 signature. Crane works over at Sklar Williams. Dated September 6,

18 2017. Fair?

19 A Fair.

20 Q It's an hourly retainer, where it talks about you having to

21 advance costs, right?

22 A I don't think I advanced Crane costs. He bills me for them in

23 arrears.

24 Q Monthly?

25 A I don't think he billed monthly, either. He didn't send me the

AA00963

1 bills, he sent them to Simon.

2 Q Generally monthly? See where I've got my finger?

3 A Maybe they wrote down their agreement. I don't know if
4 they billed monthly or not. You could find out, because it would be in
5 the case file.

6 Q When you're late, you have to pay him interest?

7 A Okay.

8 Q Nothing like this was ever presented to you by Mr. Simon,
9 fair?

10 A Nothing like that was ever presented to me by Mr. Simon.

11 Q And other than yourself and this June phone call, which by
12 the way, in any of the three affidavits you signed, do you talk about a
13 June 10th phone call, where Danny told you his rate was 550 an hour?

14 A I don't know.

15 Q What do you mean you don't know?

16 A I don't think so.

17 Q I'm sorry?

18 A I didn't reread these before the case, sir. I'd be more than
19 happy to read them now and tell you positively. I don't think so.

20 Q You don't think so. So, that's new testimony here mid-
21 August\ 2018, if it's not in your affidavits.

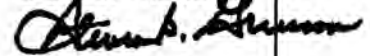
22 A Okay.

23 Q Correct?

24 A Correct.

25 Q Okay. Because --

EXHIBIT 7



1 RTRAN

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C

DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
TUESDAY, AUGUST 28, 2018

20 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 2**

21 APPEARANCES:

22 For the Plaintiff:

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

24 For the Defendant:

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

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 MR. CHRISTIANSEN: Thank you, Your Honor.

2 DIRECT EXAMINATION CONTINUED

3 BY MR. CHRISTIANSEN:

4 Q Mr. Edgeworth, I appreciate you're back on the stand today. I
5 tried to sort of whittle down some of the issues. So, if we can try to
6 move through it, rapidly. Do you remember -- and get at least my
7 examination be complete before the lunch hour.

8 Do you remember yesterday discussing with me the term used in
9 your affidavits about -- the term was the outset?

10 A Yeah. The beginning of the --

11 Q Right. And yesterday you had some challenges with
12 understanding that the outset meant the very beginning, right? You
13 thought it meant June 10th, as opposed to the 27th or 28th of May, right?
14 Now that was your story yesterday on the stand, is that you didn't learn
15 of Mr. Simon's fee at the outset, you learned of it June the 10th?

16 A Correct.

17 Q Correct, okay. And, sir, when did -- can we agree that that
18 version of events, so June the 10th, being the date in which you learned
19 of Mr. Simon's fee of 550 an hour, that that is not contained anywhere,
20 that date, June the 10th, in any of the three affidavits you signed, or the
21 complaint you filed in this case, or I'm sorry, Mr. Vannah's office filed on
22 your behalf?

23 A I believe so.

24 Q That's an accurate statement, correct?

25 A I believe it is.

1 Q And, sir, were you here when Mr. Vannah gave an opening
2 statement on your behalf, yesterday?

3 A Yes.

4 Q And you know that there's been no discovery in this case,
5 nobody's had to sit for depositions, this is our hearing, right? We're just
6 sort of coming into it cold?

7 A Correct.

8 Q Okay. And did you hear -- I went back and listened to it, we
9 had the CD last night, at 11:16 when Mr. Vannah told the Court that at the
10 very first meeting, point blank, you were told Danny Simon's rate was
11 550, and his associate's rate were 275; did you hear him say that?

12 A I'm not sure about that, but I believe you.

13 Q Okay. And that's not your testimony, correct?

14 A No, it's Mr. Vannah's testimony, I guess.

15 Q And he's your lawyer, a very fine lawyer, one of the finest in
16 Southern Nevada, right?

17 A Right.

18 Q And presumably, without telling the contents of the
19 conversation, before he gave an opening statement he'd spoken to you,
20 fair?

21 A Correct.

22 Q And in his presentation he gave a version of events that once
23 I confronted you with the, we'll cross that bridge later email from Mr.
24 Simon you had to alter, correct?

25 A No, I've never altered my story.

AA01111

1 Q You never told that story in any affidavit, that you were told
2 on 6/10, Danny Simon's right, correct?

3 A Correct.

4 Q In fact, yesterday, after being shown that email and
5 confronted with the bills, for the very first time you conceded that you
6 didn't even know what his associates' were for 14 or 15 months, correct?

7 A Correct.

8 Q All right. And June the 10th, in your exhibits I requested for,
9 I think this is exhibit -- let me ask Mr. Greene.

10 [Counsel confer]

11 BY MR. CHRISTIANSEN:

12 Q This is teeny tiny writing Mr. Edgeworth, so I'm going to --
13 your Exhibit 9, and I'm just going to put a page, is like a side-by-side
14 comparison of bills, that looks like somebody must have done in
15 anticipation for this hearing; is that fair?

16 A Yes.

17 Q You did this?

18 A Yes.

19 Q And you compared the bills?

20 A Correct.

21 Q Okay. And did you find a bill on 6/10, for Danny Simon
22 talking to on the phone for this new version of when you learned of his
23 fee? Did he bill you for that phone call?

24 A He didn't put dates on his early bills.

25 Q So that's a no?

1 A I would assume he billed me for it. There's a block billing on
2 that date.

3 Q Right. He -- at your lawyer's request, later submitted a
4 complete bill for all of his time, correct?

5 A I'm not sure what you mean. my lawyer's request.

6 Q You got a bill in December, and I agree with you that for the
7 first half dozen entries Mr. Simon, in May and June, doesn't put dates for
8 things he did; that's what you're telling me, fair?

9 A Fair.

10 Q Okay.

11 A There's no dates. I think -- I don't know how far. You
12 showed me, yesterday, the exhibit.

13 Q It went about two-thirds of that first page, I think, that you
14 pointed out to me. But later on, after you hired Vannah & Vannah, and
15 listened to Vannah -- you know, were getting advice from Vannah &
16 Vannah, maybe you don't know, but a request was made for a bill, and
17 then a final bill came in. Did you get that bill?

18 A We received a final bill with a court filing motion for
19 adjudication, I believe on January 24, I believe.

20 Q Okay. January 24, so you prepped well enough for this
21 hearing to even remember when things were filed, right?

22 A I remember that date, correct.

23 Q But you didn't read any of your affidavits in preparation for
24 testimony today?

25 A No.

1 Q None of them?

2 A No.

3 Q Okay. Did you see in that court filing for the -- and I agree
4 with you, that's what it was, it was a bill involving adjudication of the
5 lien, a bill for June 10th or a phone call, the phone call that you told the,
6 Judge, for the first time in this litigation that you were informed of Mr.
7 Simon's rate?

8 A There's no phone calls going back after a certain date --

9 Q So the answer's --

10 A -- he stopped them.

11 Q -- no?

12 A No.

13 Q Okay. And I went and found an email from Mr. Simon, on
14 that date, it's --

15 MR. CHRISTIANSEN: John, Exhibit 80. Ashley, what's that --

16 MS. FERRELL: 3499.

17 MR. CHRISTIANSEN: 3499. It's too small for me to read.

18 THE COURT: Which Exhibit is it, Mr. Christiansen?

19 MR. CHRISTIANSEN: 80, Your Honor --

20 THE COURT: And this is your 80?

21 MR. CHRISTIANSEN: Yes, ma'am. It's the CD, it's the giant
22 exhibit.

23 THE COURT: Okay.

24 MR. CHRISTIANSEN: With --

25 THE COURT: With all of the emails and --

AA01114

1 MR. CHRISTIANSEN: Yeah. You know --

2 THE COURT: -- that were in the chair yesterday.

3 MR. CHRISTIANSEN: -- all the things that were over there.

4 THE COURT: Okay.

5 BY MR. CHRISTIANSEN:

6 Q And I've forgotten which one you like to look on, Mr.
7 Edgeworth. On the screen in front of you can you see the email I'm
8 talking about?

9 A Yes, I can.

10 Q And again, these emails go backwards. It looks like you are
11 asking Mr. Simon, on June the 10th, questions about United
12 Restorations, and other expenses you're having to incur?

13 A Yes, that's correct.

14 Q All right. And he responds to you on June the 10th. Not sure
15 on fireplace issue, we can talk about it, I'm out of town until Monday?

16 A Correct.

17 Q So he's answering you -- this is a Friday, June the 10th, 2016
18 is a Friday. So, he's answering you from out of town, in response to his
19 friend, who at this time he's doing a favor for?

20 A Correct.

21 Q All right. And, yesterday, do you remember talking about, it
22 might have been my term, I can't remember who used it first, for things
23 being in flux between you and Mr. Simon early on?

24 A What do you mean by that?

25 Q Well, at first he was going to represent you as a favor, you

AA01115

1 told me that?

2 A Correct.

3 Q And then later he was going to charge you?

4 A Correct. Just before the filing of the lawsuit.

5 Q Okay. And I think yesterday I said -- and so at least at that
6 timeframe, things were in flux, and I think you agreed with me?

7 A Up until the Friday call, I'd agree, but then --

8 Q No argument --

9 A -- on Monday the lawsuit --

10 Q -- I'm saying that's what you said.

11 A -- was sent to me, to ask to read it.

12 Q And so, then clearly things would have been set in stone
13 about how you two were going to operate, from that point going
14 forward?

15 A Yes.

16 Q All right. So, when September the 17th of 2017, Exhibit 80,
17 Bate Stamp 173, maybe, is sent from you to Mr. Simon. This is, I don't
18 know, 15, 17 months after he's been your lawyer, let me think? Sixteen
19 months, sorry, my math's not great. Is it fair to say that this email
20 reflects that you don't even know who's paying the experts; are you
21 going to pay them, or is he going to pay them?

22 A No, I'm offering to pay upfront.

23 Q No. No, you didn't. Are you paying these guys, or was I
24 supposed to pay Vollmer [phonetic]. That's the -- I read that, right?

25 A Yeah. He had forward on a bunch of Vollmer bills, and I

AA01116

1 wanted to know, should I take care of this?

2 Q Right. So, it wasn't set in stone, you didn't know. So that's
3 all I'm pointing out, you didn't know --

4 A Yeah.

5 Q -- correct?

6 A Okay. Correct.

7 Q And that's consistent with Exhibit 80, Bate Stamp 2148,
8 which is just a few days later. Hey, should I pay this, or you?

9 A Correct.

10 Q So it's still not set in stone --

11 A Well, that one there was --

12 Q -- September 17?

13 A That one I had signed a retainer agreement, so I assumed
14 that bills would come to me.

15 Q You were asking, were you not, should I pay this or you?

16 A Correct, of course.

17 Q So, it had not been set in stone. You're asking, you're not
18 telling him I'm paying it, right?

19 A Correct.

20 Q All right. And yesterday there was some discussions about
21 after your being advised by Vannah & Vannah, communications relative
22 to Mr. Simon and Mr. Vannah; do you remember those discussions?

23 A Vaguely.

24 Q And one of them --

25 MR. CHRISTIANSEN: This is Exhibit 53, Mr. Greene.

AA01117

EXHIBIT 8

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

Via Email

December 8, 2022

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

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

My office has served but not filed a Rule 11 motion regarding the contempt motion recently filed by your office. The contempt motion has been denied by the Court; however, Mr. Simon had to expend fees to respond. The fees incurred were:

11.9.22	Review motion for OSC/Legal research re: contempt	1.0
11.11 – 11.14.22	Work on contempt opposition, appendix and declaration	20.0
11.14.22	Review reply filed in support of motion for sanctions	.40

11.15.22 Prepare for and attend hearing 1.8

11.29.22 Review minutes order re: contempt; prepare order .30

Total: 23.5 hours @ \$400 per hour = \$9,400.00

Please reimburse Mr. Simon for the above fees. If the fees are reimbursed, then the Rule 11 motion will not be filed. Please indicate if you will reimburse the fees incurred by Wednesday, December 14, 2022.

Thank you for your immediate attention to this issue.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

/s/ James R. Christensen

JAMES R. CHRISTENSEN

cc: Client(s)

EXHIBIT 9

MORRIS LAW GROUP

ATTORNEYS AT LAW

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

December 9, 2022

VIA EMAIL

James R. Christensen Esq.
601 S. 6th Street
Las Vegas, NV 89101

Re: *Edgeworth adv. Simon – Rule 11 Motion, Client File, and Fund Distribution*

Dear Mr. Christensen:

I am in receipt of your letter dated December 8, 2022 stating that you will accept \$9,400 not to file the Rule 11 Motion you served on our firm on November 18, 2022. The fact the Court denied the motion for an OSC is not evidence that our Motion did not reflect a reasonable investigation which would support your Rule 11 motion. Your threatened motion does not show any evidence that the Contempt Motion was baseless or brought without reasonable inquiry. *See Bergmann v. Boyce*, 109 Nev. 670, 676, 856 P.2d 560, 564 (1993) (A frivolous action is one that is "both baseless and made without a reasonable and competent inquiry."); *see also Rivero v. Rivero*, 125 Nev. 410, 441, 216 P.3d 213, 234 (2009), *overruled on other grounds by Romano v. Romano*, 138 Nev. Adv. Op. 1, 501 P.3d 980 (2022) (recognizing that while "a district court has discretion to award attorney fees as a sanction, there must be evidence supporting the district court's finding that the claim or defense **was unreasonable or brought to harass.**") (emphasis added). Neither standard is applicable here.

Your threatened motion is based on your mistaken interpretation of poorly stated argument in our Reply. On page 5 of our reply in support of the Contempt Motion – under the heading "B. EXPERT EMAIL AND REPORTS" -- we raised the argument as to why documents in the Bates

ROSA SOLIS-RAINEY
DIRECT DIAL: 702/759-8321
EMAIL: RSR@MORRISLAWGROUP.COM

AA1708

numbered examples you provided on page 24 of your opposition were withheld. We acknowledged that although we did not have time to trace back the numbers provided on page 24 to the production given the time constraints. However, accepting the accuracy of the Bates-numbers you identified [but that I had not yet verified] for the retainer agreements, we questioned why those would have been withheld under the protective order as there is nothing confidential about them.

Simon's opposition was filed on the eve of the hearing, which I'm not faulting you for. I am simply stating the fact. I spent countless hours reviewing the three productions Simon had made by that point, and I had not seen any retainer agreements. I started to trace the Bates numbers you referenced on page 24 when I realized they appeared to go beyond the range you had produced (which I acknowledge you have since explained was a typo). Given the late hour, I realized tracing the examples would take too long, and doing so was irrelevant to the point of the argument in the paragraph as to why retainer agreements were withheld. The imperfect language was intended to convey *my inability to fully review the examples presented in the opposition on the eve of the hearing*. It was not an *acknowledgement that Simon's production* had not been reviewed. We have spent considerable time reviewing the various productions of the file segments Simon has provided, as I believe is evidenced in some of our prior exchanges that are of record.

In the interest of full disclosure, I do want to disclose a human error that I discovered *after* the hearing that helped me understand why I did not recall the four retainer agreements described in your opposition. After the hearing, I again tried to trace your examples, and realized that they were not on the Microsoft Teams One Drive used for remote review of large files. I then searched for them in the original hard-drive Simon Law delivered on October 11 and realized that for unknown reasons, the content of folders several layers in was not uploaded. My "mistake" was not noticing that omission sooner. It was not due to a lack of reasonable or competent review. On November 16, 2022, I went through the One Drive production folder by folder to upload missing content and ensure this problem does not reoccur.

If you wish to go forward with filing your motion, that is entirely up to you. We will respond accordingly and explain the foregoing to the Court. We will also show how even your latest production confirms that we had in fact not received the complete file by October 11, 2022. The confirmation the recently-produced documents provide add support to our position that obtaining Simon's complete file is necessary.

On another but related subject, I have reviewed your two letters dated December 6, 2022, one regarding the supplemental production, and the other regarding release of the funds in our Trust Account. With respect to the funds, as you are well aware, our firm specifically asked the Court last year to allow us to disburse funds that were undisputed, including the \$284K+ to Simon and the \$1.5M+ to the Edgeworths. *You opposed* that motion and the Court denied it. Though we disagree with that decision, we respect it, and therefore cannot release any funds unless there is mutual agreement as the Court said was necessary under the "bilateral agreement" argument you fronted and she accepted. Our client remains willing to disburse the undisputed portion to Simon (\$284K+) provided he agrees to release the undisputed \$1.5M+ to them. This would leave only the \$200K that reasonably remains in dispute in the Trust account for future distribution when we finally get a final order. If that is acceptable to you, please let me know and we can have the checks cut and delivered.

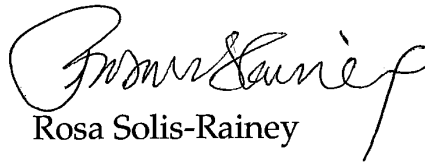
With respect to the supplemental production you provided on December 6, 2022. First of all, thank you for producing it. I trust you've also reviewed it and see that it confirms that the exchanges and drafts concerning the Viking settlement that we have requested for years were always part of Mr. Simon's file. The production also demonstrates the manner in which we've maintained the email portion of the file should

James Christensen
Page 4

have been produced, and I appreciate Mr. Simon printing this portion of the file with the corresponding attachments.

If you have any questions, please do not hesitate to reach out.

Sincerely,



Rosa Solis-Rainey

RSR:cjs

MORRIS LAW GROUP
ATTORNEYS AT LAW

AA1711

EXHIBIT 10

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

February 27, 2023

Via E-Mail

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

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

Thank you for your letter of February 17, 2023.

1. Regarding the funds:

My client rejects the spin and rhetoric of your letter. For example, Simon's proposal is obviously new and made well after the original agreement with Vannah. Your reference to the earlier agreement is meaningless in the context of the Simon proposal.

\$284,982.50 has been due Simon for some time. By retaining the funds in contravention of Simon's legal entitlement, a conversion has taken place. Simon has incurred and continues to incur damages. *Release the \$284,982.50 to Simon without condition immediately.*

We agree that the \$200,000.00 due Simon for *quantum meruit* is still legally disputed. However, as a practical matter, Simon's proposal makes sense. Nonetheless, as determined by the Nevada Supreme Court, without an agreement, the \$200,000.00 can be retained in trust.

The Nevada Supreme Court determined that it was proper for the \$1.5M remainder to remain in trust until final resolution of the lien. The ruling of the high court on the Edgeworths' writ for early release of funds made it clear that retention of the funds was appropriate. The \$1.5M is still disputed and Simon is entitled to Writ relief upon the final order from Judge Jones. Your use of the term "undisputed" to refer to the \$1.5M is not accurate and ignores the Supreme Court's ruling and Simon's continuing ability to seek a higher quantum meruit award. Nonetheless, my client is confident in the ability to collect any sums found to be due from the Edgeworths. Accordingly, the remainder in trust (approximately \$1.5M) may be released without any admission or condition.

2. Regarding the ongoing document requests:

For the enumerated items on the December 21 letter:

1. The cost print out is just that. It was a snap shot of the costs listed on the case expense summary at the time it was made. If your client did not retain the copy, then it is no longer available.
2. The back-up for the correct amount of costs was provided in the lien adjudication hearing. (As you are aware, the amount of costs claimed was corrected during the lien adjudication.) You have the information.
3. As reflected on LODS 14786, the mediator proposal was sent to Brian Edgeworth on November 11, 2017, at 10:05 a.m.
- 4&5. As reflected on LODS 24686 & 687, both invoices were sent directly to Brian Edgeworth.

6V. Because he had been fired, Simon did not retain a fully executed Viking settlement agreement. An agreement lacking Scott Martorano's signature can be found at LODS 38134-38140.

6L. Because he had been fired, Simon did not retain a fully executed Lange settlement agreement. An agreement lacking Lange's signature can be found at LODS 38107-38122.

I looked but did not find an email from you or your office dated November 16.

I reviewed your October letter. I noted the letter was sent before your motion for sanctions was filed and denied, and before your letter of December 9, 2022. In the course of events, I thought it had become clear that your office had not reviewed the materials already provided by Simon. Your seeming concession of that point on December 9 was why the Simon motion for sanctions was not filed.

I looked at the first 2 emails listed on the October letter, LODS 14716 & 14717. Both are emails from Simon to Brian Edgeworth. *Thus, on their face the emails establish that you already have the emails and the attachments.* Further, the referenced and attached Parker letter is also separately found at LODS 464-465. I stopped my review at that point.

Simon is happy to help, if there is a legitimate question about a missing item. Please double check your future inquiries.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

/s/ James R. Christensen

JAMES R. CHRISTENSEN

cc: Client(s)

EXHIBIT 11

Daniel Simon

From: Daniel Simon
Sent: Saturday, November 11, 2017 10:05 AM
To: Brian Edgeworth
Subject: Fwd: Edgeworth v Viking and Lange Plumbint
Attachments: mediator proposal 11-10-17.pdf; ATT00001.htm

Begin forwarded message:

From: "Floyd A. Hale" <fhale@floydhale.com>
Date: November 10, 2017 at 3:39:45 PM PST
To: <dan@danielsimonlaw.com>, <janet.pancoast@zurichna.com>, <mcconnell@mmrs-law.com>, <robinson@mmrs-law.com>
Subject: Edgeworth v Viking and Lange Plumbint

Counsel: attached is my, time-limited, mediator proposal. Floyd Hale

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 4th day of December, 2023, a true and correct copy of the foregoing **EDGEWORTH APPELLANTS' APPENDIX TO OPENING BRIEF (VOLUME VIII)** was served by the following method(s):

☒ Supreme Court's EFlex Electronic Filing System

Peter S. Christiansen
Kendele L. Works
CHRISTIANSEN LAW OFFICE
810 S. Casino Center Blvd., Ste 104
Las Vegas, NV 89101

and

James R. Christensen
JAMES R. CHRISTENSEN PC
601 S. 6th Street
Las Vegas NV 89101

*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