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*Electronically Filed On: May 1, 2017*

*General Bankruptcy Counsel for  
Victoria L. Nelson, Chapter 7 Trustee*

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re:

ROBERT C. GRAHAM, LTD. fdba ROB  
GRAHAM & ASSOCIATES fdba  
LAWYERSWEST,

Debtor.

Case No. BK-S-16-16655-BTB  
Chapter 7

**DECLARATION OF RYAN A.  
ANDERSEN, ESQ. IN SUPPORT OF  
APPLICATION TO EMPLOY  
ANDERSON LAW FIRM, LTD. AS  
SPECIAL LITIGATION COUNSEL FOR  
VICTORIA L. NELSON, CHAPTER 7  
TRUSTEE PURSUANT TO 11 U.S.C.  
§§ 327(a) AND 328(a) AND FEDERAL  
RULE OF BANKRUPTCY PROCEDURE  
2014**

Date of Hearing: *OST Pending*  
Time of Hearing: *OST Pending*  
Place: Courtroom No. 4, Second Floor  
Foley Federal Building  
300 Las Vegas Blvd., S.  
Las Vegas, NV 89101

Judge: Honorable Bruce T. Beesley

I, Ryan A. Andersen, Esq., hereby declare as follows:

1. I am over the age of 18 and mentally competent. Except where stated on information and belief, I have personal knowledge of the facts in this matter and if called upon to testify, could and would do so. I make this declaration in support of the *Application to Employ Andersen Law Firm, Ltd. as Special Litigation Counsel for Victoria L. Nelson, Chapter 7 Trustee Pursuant to 11 U.S.C. §§ 327(a) and 328(a) and Federal Rule of Bankruptcy Procedure 2014* (the

1 “Application”).<sup>1</sup>

2 2. I am an attorney licensed to practice law in the State of Nevada and admitted to  
3 practice before this Court. I am a managing member at Andersen Law Firm, Ltd. (the “Firm”).  
4 The Firm maintains offices at 101 Convention Center Drive, Suite 600, Las Vegas, Nevada  
5 89109.

6 3. This Declaration is made pursuant to 11 U.S.C. § 329 and Federal Rule of  
7 Bankruptcy Procedure 2014(b) and is in support of the Application.

8 4. The Firm is well suited for the type of representation required by Victoria L.  
9 Nelson, the Chapter 7 Trustee (the “Trustee”). The Firm is best able to provide the required  
10 services based on the Firm’s extensive experience in the practice of bankruptcy, commercial, and  
11 complex litigation, with expertise in areas of substantive law likely to become relevant in  
12 prosecution of the Claim.

13 5. The attorneys of the Firm that will render services in relation to the above-  
14 referenced bankruptcy case are familiar with the United States Bankruptcy Code, the Federal  
15 Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure, and the Local Rules of  
16 Practice for the United States Bankruptcy Court for the District of Nevada (the “Local Rules”)  
17 and will comply with them, as well as the procedures set forth in the “Guide to Applications for  
18 Professional Compensation,” promulgated by the Office of the United States Trustee (the “U.S.  
19 Trustee”) with regard to compensation of professionals.

20 6. Following the Trustee’s request that the Firm represent her in this case as special  
21 bankruptcy counsel, a conflicts check was undertaken, utilizing the Firm’s client list. Based upon  
22 the conflicts check and my information and belief, I believe that the Firm and its attorneys are  
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24  
25 <sup>1</sup> Unless otherwise indicated, all chapter and section references are to the Bankruptcy Code, 11  
26 U.S.C. §§ 101-1532, and to the Federal Rules of Bankruptcy Procedure, Rules 1001-9037. The  
27 Federal Rules of Civil Procedure will be referred to as “FRCP” and the Federal Rules of  
28 Bankruptcy Procedure will be referred to as “FRBP.” The Local Rules of Practice for the United  
States Bankruptcy Court for the District of Nevada shall be referred to as the “Local Rules”.  
Unless otherwise provided herein, all defined terms shall have the same meaning ascribed to them  
in the Application.

1 “disinterested persons” as defined by 11 U.S.C. § 101 and do not hold or represent any interest  
2 adverse to the bankruptcy estate.

3 7. The conclusion that the Firm is a “disinterested” person within the meaning of 11  
4 U.S.C. § 101(14) for purposes of 11 U.S.C. § 327(a) is based upon the fact neither the Firm nor  
5 any of its attorneys:

- 6 (a) Are or were a creditor, equity security holder, or insider of  
7 the Debtor;
- 8 (b) Are or were, within two (2) years before the date of the  
9 filing the bankruptcy petition, a director, officer or  
10 employee of Debtor as specified in subparagraph (c) of  
11 Section 101(14);
- 12 (c) Hold, or have ever held, an interest materially adverse to the  
13 interest of the estate or of any class of creditors, equity  
14 holders, or parties in interest, by reason of any direct or  
15 indirect relationship to, or interest in, the Debtor or for any  
16 other reason except as stated herein;
- 17 (d) Represent, or have ever represented, the Debtor, insiders of  
18 the Debtor, creditors of the Debtor, any other party in  
19 interest, or their respective attorneys and accountants except  
20 as set forth herein; and
- 21 (e) Is a relative or employee of the U.S. Trustee or a  
22 Bankruptcy Judge except as stated herein.

23 8. To the best of my knowledge and belief, the Firm represents no interest that is  
24 adverse to the Trustee, to the Debtor’s estate, any creditor, any party in interest, the U.S. Trustee,  
25 or any attorney or accountant employed by the foregoing, in matters upon which it will be  
26 engaged as special counsel.

27 9. To the best of my information and belief, neither the Firm nor any of its attorneys  
28 has any connection with the Debtor, the creditors, any other parties in interest, their respective  
attorneys and accountants, the Office of the United States Trustee, or any person employed in the  
Office of the United States Trustee and that the Firm and each of its attorneys are all disinterested  
persons pursuant to 11 U.S.C. § 101(14).

...

10. The Trustee has previously employed the Firm to represent bankruptcy estates in other unrelated bankruptcy cases in which she is the Trustee.

11. The fees incurred by the Firm will be handled on a contingency fee basis with the Firm's fees being dependent upon recovery through settlement or trial, except in the event of discharge from representation as provided below. The Firm's fees, costs and expenses will be paid as follows:

**Pre-litigation activity.** The Firm shall be entitled to a contingency fee of 33 1/3% to be calculated on the gross amount of recovery generated from all work performed prior to filing a lawsuit or making a formal demand for arbitration. Such work may include, but is not limited to, factual investigation, claims investigation and analysis, document review, factual and legal research, work with experts in preparation of a complaint and the requisite reports that must be filed with a complaint, preparation of demand letters, pre-suit settlement negotiations, preparation of a complaint and/or arbitration demand, and pre-suit mediation(s), if any.

**Post-filing litigation activity.** Post-filing litigation activity. Once the Litigation is initiated, either through the filing of a complaint or making a formal demand for arbitration, the Firm shall be entitled to a 40% contingency fee calculated on the gross amount of recovery. Any work performed in the context of an arbitration following a demand for arbitration shall constitute "Post-filing litigation activity."

**Appellate activity.** In the event that a notice of appeal is filed by any party, the Firm shall be entitled to a 45% contingency fee calculated on the gross amount of recovery.

**Payment of Contingency Fee.** With respect to any recovery by the Client or the Bankruptcy Estate rising out of, pertaining to, or resulting from the pursuit of the Claims in the Litigation, whether through any settlement, judgment, arbitration award, or otherwise, the Client shall pay the appropriate contingency fee to the Firm within fourteen (14) days of court approval of such fee.

Except as otherwise specified herein, the Firm's fees in the Matter will only be payable out of amounts recovered. If no recovery is obtained, the Client will not owe any fees to the Firm.

A true and correct copy of the Engagement Letter with Trustee is attached hereto as **Exhibit "1"**.

12. The Firm understands that its compensation is subject to prior Court approval.

...

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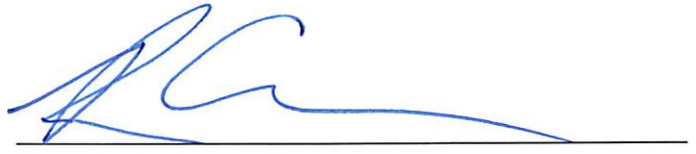
1           13. The Firm's representation of the Trustee in the Debtor's bankruptcy case shall be  
2 limited to defending against rescission of the Malpractice Insurance Policy in the District Court  
3 Action and investigating and evaluating, and if appropriate, prosecuting the Claims against MIC.

4           14. No promises have been received by the Firm or any attorney of the Firm, as to  
5 payment or compensation in connection with the above-referenced bankruptcy case in accordance  
6 with the provisions of the Bankruptcy Code, FRBP and the Local Rules (the "Local Rules") and  
7 orders of the Court. The Firm has no agreement with any other entity to share with such entity  
8 any compensation received by the Firm, except as permitted under Section 504(b)(1).

9           15. The Firm has not shared, or agreed to share, with any other individual or entity,  
10 other than with members of the Firm, any compensation paid or to be paid.

11           I declare under penalty of perjury under the laws of the United States that the foregoing is  
12 true and correct.

13           Dated this 28<sup>th</sup> day of April, 2017.

14   
15 \_\_\_\_\_  
16 Ryan A. Andersen, Esq.

# **EXHIBIT “1”**

Ryan A. Andersen, Esq.  
101 Convention Center Drive  
Suite 600  
Las Vegas, Nevada 89109



Phone: 702-522-1992  
Fax: 702-825-2824  
randersen@andersenlawlv.com  
www.andersenlawlv.com

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April 19, 2017

Victoria L. Nelson, Chapter 7 Trustee  
3900 Paradise Road, Suite U  
Las Vegas, Nevada 89169

**RE: Engagement of Andersen Law Firm, Ltd.**

Dear Ms. Nelson:

This letter will confirm that Andersen Law Firm, Ltd. (the "Firm") has been engaged as attorneys for Victoria L. Nelson, Chapter 7 Trustee, (the "Client") on the terms described herein, and subject to entry of an order by the United States Bankruptcy Court, District of Nevada, approving of such engagement.

**Scope of Representation**

The Firm is engaged to provide legal services to the Client on the following matter (the "Matter"):

Representation of Client as special litigation counsel pursuant to Section 327 of the United States Bankruptcy Code for purposes of the bankruptcy case of In re Robert C. Graham, Ltd. (Case No. 16-16655-BTB) (the "Case") now pending in the United States Bankruptcy Court, District of Nevada, in which the Client is the court appointed Chapter 7 Bankruptcy Trustee.

Specifically, the Matter will include, but is not limited to, the following: evaluation of and service as lead counsel with respect to proceedings and prosecuting all relevant claims regarding or involving professional malpractice coverage provided by, and claims filed or that could be filed against the insured under, Policy Number LA303-630 offered by Markel Insurance Company.

**Fees**

The Client has retained the Firm on a contingent fee basis and, subject to Court approval, agrees to pay the Firm:

- (1) Pre-litigation activity. The Firm shall be entitled to a contingency fee of 33 1/3% to be calculated on the gross amount of recovery generated from all work performed prior to filing a lawsuit or making a formal demand for arbitration. Such work may include, but is not limited to, factual investigation, claims investigation and analysis, document review, factual and legal research, work with experts in preparation of a

**Andersen Law Firm, Ltd.**

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complaint and the requisite reports that must be filed with a complaint, preparation of demand letters, pre-suit settlement negotiations, preparation of a complaint and/or arbitration demand, and pre-suit mediation(s), if any.

- (2) Post-filing litigation activity. Once the Litigation is initiated, either through the filing of a complaint or making a formal demand for arbitration, the Firm shall be entitled to a 40% contingency fee calculated on the gross amount of recovery. Any work performed in the context of an arbitration following a demand for arbitration shall constitute "Post-filing litigation activity."
- (3) Appellate activity. In the event that a notice of appeal is filed by any party, the Firm shall be entitled to a 45% contingency fee calculated on the gross amount of recovery.

Payment of Contingency Fee: With respect to any recovery by the Client or the Bankruptcy Estate rising out of, pertaining to, or resulting from the pursuit of the Claims in the Litigation, whether through any settlement, judgment, arbitration award, or otherwise, the Client shall pay the appropriate contingency fee to the Firm within fourteen (14) days of court approval of such fee.

Except as otherwise specified herein, the Firm's fees in the Matter will only be payable out of amounts recovered. If no recovery is obtained, the Client will not owe any fees to the Firm.

The value of the Firm's services is measured by factors other than just the amount of time required, such as the novelty and complexity of the legal work to be performed, the legal expertise required, familiarity with the specific area of the law, the inability of the Firm to take on other matters because of the work required by the Matter, the results achieved, and fees normally charged for similar matters.

**Expenses and Costs**

The Firm's bills to the Client will include charges for various expenses and costs incurred by the Firm on behalf of the Client, such as expenses incurred through invoices from third parties who performed services with respect to the Matter for the Firm. Typical expense items include without limitation: courier services, travel expenses, deposition costs, transcript fees, witness fees, document recordation expenses, and court filing fees. Typical cost items include without limitation: photocopies, long distance telephone charges, and postage.

Expenses will be billed to the Client at the actual cost of such expenses. Costs will be billed to the Client under the Firm's standard practices as near as possible to their actual cost. To the extent possible, the Firm will consult with the Client before incurring a major expense or cost item.



**Andersen Law Firm, Ltd.**

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**Billing**

The Firm will comply the requirements set forth in the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the United States Bankruptcy Court, District of Nevada, and the procedures set forth in the "Guide to Applications for Professional Compensation" promulgated by the Office of the United States Trustee. **The Firm understands its compensation is subject to prior Court approval and that all compensation paid will be paid only from the assets of the bankruptcy estate, if any.**

The Firm will send the Client a monthly bill for the Client's review. The bills provided by the Firm will contain general information regarding the services rendered and the expenses and costs incurred by the Firm on behalf of the Client during such billing period. Should the Client have any questions or concerns with respect to the Firm's billing in the Matter, the Client agrees to promptly raise these questions or concerns with the Firm.

**Commencement of Representation**

Except as otherwise stated herein, representation of the Client by the Firm in the Matter will not commence until: (i) the Firm receives a copy of this engagement letter signed by the Client; and (ii) the Bankruptcy Court enters an order authorizing the Client to retain the Firm on the terms stated in this letter. If the Client requests that the Firm provide legal services before the Firm receives the signed copy of this letter and before Court approval is received, then such services will be deemed to be requested and provided pursuant to the terms of this letter, and Court approval of the Firm's representation of the Client must be sought by the Client on a *nunc pro tunc* basis.

**Conflicts**

The Firm represents a wide variety of businesses and individuals. Some of the Firm's present or future clients will have interests that are in conflict with the Client's interests during the course of the Client's engagement of the Firm on matters that are unrelated to the current Matter. Thus, the Firm's undertaking of the Matter and representation of the Client is expressly conditioned on the Client's agreement that the Firm may continue to represent, or may in the future represent, existing clients in any matter that is not related to the Matter, even if the interests of such clients are directly adverse to those of the Client in such unrelated matters. The Client's consent to conflicting representation contained in this paragraph will not apply to: (1) disputes, litigation, or alternative dispute resolution against the Client; or (2) instances where, because of the Firm's representation of the Client, the Firm obtains sensitive, proprietary, or other confidential information that, if known by such other client of the Firm, could be used in any way in a way that is a material disadvantage to the Client.

**The Firm has performed an electronic conflict check of parties in interest to the Case. No current or potential conflict of interest exists.**

**Andersen Law Firm, Ltd.**

April 19, 2017

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**Communications**

Unless otherwise agreed in writing by the Firm and the Client, the Firm may utilize a variety of electronic communication systems in performing legal services. Such systems may include without limitation: (1) land line, VOIP, cellular, or satellite telephones; (2) email; (3) facsimile transmissions; (4) video conferencing; (4) online client portals; and (5) any other form of evolving electronic communications. For particularly sensitive information, the Client should request an in-person meeting before communicating such information.

**Electronic File Storage**

Unless otherwise agreed in writing by the Firm and the Client, the Firm may utilize a variety of electronic data storage systems to maintain and retain any and all documents, with the exception of certain original documents, related to the Matter. Such systems may include without limitation: (1) electronic data storage devices owned and maintained by the Firm; (2) electronic data storage internet services owned and maintained by third party vendors; (3) electronic data backup services offered by third party vendors; and (4) any other form of evolving electronic data storage.

**Retention of Files**

The Client is responsible for maintaining a copy of all documents forwarded to the Client by the Firm. The Firm will endeavor, subject to casualties beyond its control, to retain and maintain the major and significant components of the Firm's files relative to the Matter for a period of at least three (3) years following the conclusion of the Matter.

**Securities Law**

The Firm is not the Client's securities lawyer. The Firm is not engaged to represent or render advice to the Client regarding present or future obligations, including any disclosure obligations, under any federal or state securities laws with respect to any of the subjects on which the Firm has been engaged unless the Client specifically requests such advice from the Firm and the Firm specifically agrees to render such advice in a separate engagement letter.

**Effort and Outcome**

While the Firm agrees to competently and diligently represent the Client in the Matter, the Client acknowledges and agrees the Firm has given no assurances regarding the outcome of the Matter.

**Responsibilities**

In order to attain the best possible outcome, the Client agrees to cooperate fully and candidly with the Firm with respect to the Matter. The Client agrees to provide all information known by or available to the Client that may assist the Firm in representing the Client in the Matter.

**Andersen Law Firm, Ltd.**

April 19, 2017

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If the Client is a business, the Client will designate one or more of its personnel to be primarily responsible for coordinating the Firm's representation with respect to the Matter. The Client agrees to be available to the Firm for consultation on reasonable notice and will provide such decisions or directions as the Firm requires for the appropriate handling of the Matter.

If the Firm is representing multiple clients jointly in the Matter, then each client is responsible for cooperating with and coordinating the representation of all the clients' interests. Unless otherwise agreed to by the Firm in writing, the Firm is authorized to discuss with each of the clients all relevant information, whether privileged or not, received from any of the other clients or any other source with regard to the Matter. If, in the Firm's sole discretion, it appears that a conflict of interest has or may arise among one or more of the clients, then the Firm will have the right to withdraw from representation of one or more of the clients and to continue the representation of the balance of the clients.

In the event the Client perceives any actual or possible disagreement with the Firm or the Firm's handling of the Matter, the Client agrees to immediately and candidly discuss the issue with the Firm so that appropriate action may be taken.

The Firm agrees to keep the Client informed as to the status of the Matter and as to the course of action which is being followed or is being recommended by the Firm. The Firm encourages the Client to participate in all major decisions involving the Matter. Unless otherwise directed by the Client, the Firm will provide the Client copies, at the Client's cost, of all significant documents sent or received by the Firm in connection with the Matter.

All of the Firm's work product will be owned by the Firm and may be utilized in whole or in part by the Firm in other projects without notice or compensation.

**Subsequent Matters**

In the event that the Client engages the Firm to handle subsequent matters on behalf of the Client, unless otherwise agreed in writing between the Firm and the Client, such subsequent matters will be governed by the terms and conditions of this engagement letter.

**Termination of Representation**

The Firm reserves its right to withdraw from the engagement if the Client fails to honor this engagement letter or for any other appropriate reason permitted by the Rules of Professional Conduct as adopted by the Nevada Supreme Court. The Client reserves the right to terminate this engagement without cause. Notification of termination or withdrawal must be made in writing and will be effective upon receipt. Upon termination or withdrawal of this engagement, the Firm agrees to cooperate with any successor counsel to accommodate a smooth and orderly transition of the representation.

**Andersen Law Firm, Ltd.**

April 19, 2017

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**Governing Law and Rules of Conduct**

This engagement letter is to be interpreted and enforced in accordance with the internal laws of the State of Nevada, without giving effect to any conflicts of law rule, principle, or statute that would result in the application of the laws of any other jurisdiction. The Firm's services are to be governed by the Rules of Professional Conduct as adopted by the Nevada Supreme Court, without regard to where the services are actually performed.

**Disputes**

Any dispute arising from, or related to, this engagement will be submitted to a court of competent jurisdiction in the State of Nevada unless otherwise agreed in writing by both the Firm and the Client. The prevailing party will be entitled to recover its costs and attorneys' fees in any such litigation whether or not the litigation is prosecuted to judgment.

**Waiver of Jury Trial**

**THE FIRM AND THE CLIENT WAIVE THE RIGHT TO A JURY TRIAL WITH  
RESPECT TO ANY DISPUTES THAT MAY ARISE UNDER OR IN RELATION  
TO THIS ENGAGEMENT.**

**Integration**

This engagement letter is the complete and entire agreement between the Client and the Firm regarding the Matter and the fees, costs and expenses, and all other terms regarding the Matter. This engagement letter and the terms contained herein may not be modified except through a writing signed by the Firm and the Client. This engagement letter is binding upon the Client and the Firm and their respective heirs, executors, legal representatives, and successors.

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**Andersen Law Firm, Ltd.**

April 19, 2017

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**Review by Other Counsel**

**This engagement letter is a binding legal contract, and it has significant legal consequences. By signing this engagement letter, the Client is obligated to comply all of the terms contained in this letter. The Client is encouraged to have this engagement letter reviewed by another attorney of the Client's choice before signing this letter, and the Client acknowledges that the Firm has provided an opportunity to seek independent legal advice regarding this engagement letter.**

Please confirm your agreement with the arrangements described in this letter by signing below and returning the letter to the Firm.

Very sincerely,

A handwritten signature in black ink, appearing to read 'Ryan A. Andersen', followed by a long horizontal flourish.

Ryan A. Andersen, Esq.

Having reviewed the terms and conditions expressed in the foregoing engagement letter, and having had the opportunity to seek independent legal advice regarding the same, the terms and conditions detailed in this engagement letter are agreed to and accepted.

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

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_