

Wm. Kelly Nash (4888)  
*kelly.nash@dentons.com*

Justin T. Rich (18519)  
*justin.rich@dentons.com*

**DENTONS DURHAM JONES PINEGAR, P.C.**

1557 W. Innovation Way, Ste 400

Lehi, Utah 84043

Telephone (801) 375-6600

Facsimile (801) 375-3865

*Attorneys for McNeff Defendants*

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**IN THE FOURTH JUDICIAL DISTRICT COURT**

**UTAH COUNTY, STATE OF UTAH**

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SUMSION BUSINESS LAW LLC,

Plaintiff,

vs.

LEGALLY MINE, LLC; AMMON  
MCNEFF; and MATTHEW MCNEFF.

Defendants.

**SECOND AMENDED  
VERIFIED ANSWER AND  
COUNTERCLAIM AND THIRD  
PARTY COMPLAINT**

Civil No. 250402162

Judge Kasey L. Wright

**JURY DEMANDED**

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Defendants Ammon McNeff and Matthew McNeff (“**McNeffs**”) answer Plaintiff Sumsion Business Law, LLC’s (“**Sumsion**”) 5/2/25 Complaint and assert defenses and counterclaims (in paragraphs corresponding to the Complaint) as follows:

**Answer**

1. McNeffs admit the allegations in Paragraph 1.
2. McNeffs admit the allegations in Paragraph 2.
3. McNeffs admit the allegations in Paragraph 3 [misnumbered as 2].

4. McNeffs admit the allegations in Paragraph 4 [misnumbered as 3].
5. McNeffs admit the allegations in Paragraph 5 [misnumbered as 4].
6. [omitted/misnumbered].
7. [omitted/misnumbered].
8. McNeffs admit the allegations in Paragraph 8.
9. McNeffs admit the allegations in Paragraph 9.
10. McNeffs admit the allegations in Paragraph 10.

### **FACTUAL BACKGROUND**

#### *Sumsion and McNeffs Enter into a Fee Agreement*

11. McNeffs admit McNeffs signed an 11/18/19 *Amended and Restated Attorney-Client Representation and Fee Agreement* (“**11/18/19 Amd Fee Agreement**”), a copy of which is attached as **Exhibit A** to the Complaint, which speaks for itself, and which purported to amend an unmentioned prior 6/12/19 verbal engagement agreement and an unmentioned prior 10/24/19 *Attorney-Client Fee Agreement*, but deny the 11/18/19 Amd Fee Agreement was properly and ethically obtained by Sumsion, *inter alia*, inasmuch as Sumsion obtained such without complying with, *inter alia*, Utah Rule of Professional Conduct (“**URPC**”) 1.8(a), rendering it (and the terms of any ongoing engagement) wholly unenforceable, unreasonable, unconscionable, voidable and invalid as lacking, *inter alia*, informed and mutual consent and giving rise to an implied verbal engagement agreement between McNeffs and Sumsion. McNeffs deny the remaining allegations in Paragraph 11.

12. McNeffs assert the 11/18/19 Amd Fee Agreement speaks for itself, though unenforceable, unreasonable, unconscionable, rescindable and invalid as asserted in para 10, *supra*, and assert the provisions of the implied verbal engagement were further modified, waived and discharged and deny the remaining allegations in Paragraph 12.

13. McNeffs assert the so-called 11/18/19 Amd Fee Agreement speaks for itself, though unenforceable, unreasonable, unconscionable, rescindable and invalid as asserted in para 11, *supra*, assert the provisions of the implied verbal engagement were further modified, waived and discharged, assert interest did not accrue as such was waived, never calculated and billed properly and/or ethically accounted for despite requests, and deny the remaining allegations in Paragraph 13.

14. McNeffs assert the so-called 11/18/19 Amd Fee Agreement speaks for itself, though unenforceable, unreasonable, unconscionable, rescindable and invalid as asserted in para 11, *supra*, assert the provisions of the implied verbal engagement were further modified, waived and discharged, assert interest did not accrue as such was waived, never calculated and billed properly and/or ethically accounted for despite requests, rendering a claim of a statutory lien unsupported, and deny the remaining allegations in Paragraph 14.

15. McNeffs admit executing a 1/26/21 *Settlement Agreement*, which speaks for itself, whereby certain disputes between the McNeffs and Dan McNeff and Legally Mine, LLC were finally resolved, including the waiver of any and all interest not to be paid by Dan McNeff and/or Legally Mine, pursuant to associated payment instruments to be executed and/or recorded, and deny the remaining allegations in Paragraph 15.

16. McNeffs admit executing a 1/26/21 *Settlement Agreement*, which speaks for itself, whereby Legally Mine agreed to execute a promissory note totaling \$1,728,000.00, and deny the remaining allegations in Paragraph 16.

17. McNeffs admit executing a 1/26/21 *Settlement Agreement*, which speaks for itself, whereby Legally Mine agreed to execute a promissory note totaling \$1,728,000.00, which note called for monthly installment payments to be made by Maker to Holder thereof, assert McNeffs were under

economic duress and/or fraudulently induced to allow some of the installment payments to be processed and improperly converted (including as pertaining to alleged undisclosed and unbilled interest) by Sumsion, and deny the remaining allegations in Paragraph 17.

*McNeffs make Payments to Sumsion*

18. McNeffs assert the so-called 11/18/19 Amd Fee Agreement speaks for itself, though unenforceable, rescindable and invalid as asserted in para 11, *supra*, assert the provisions of the implied verbal engagement were further modified, waived and discharged, assert interest did not accrue as such was waived, never calculated and billed properly and/or ethically accounted for despite requests. McNeffs further assert the payment terms of the 1/26/21 Settlement Agreement were not properly and ethically obtained by Sumsion, *inter alia*, inasmuch as Sumsion obtained such without complying with URPC 1.8(a), rendering it (and the terms of Sumsion's ongoing verbal engagement) wholly unenforceable, unreasonable, unconscionable, voidable and invalid as lacking informed mutual consent, and rendering Sumsion's claim to interest unsupported. Finally, McNeffs deny that Sumsion's purported or alleged hourly billing is accurate, deny such was timely prepared and billed to and due from McNeffs and deny Sumsion is entitled to the full or any other amount of Sumsion's alleged hourly billings for McNeff's legal matters, and deny the remaining allegations in Paragraph 18.

19. McNeffs assert the so-called 11/18/19 Amd Fee Agreement speaks for itself, though unenforceable, rescindable and invalid as asserted in para 11, *supra*, assert the provisions of the implied verbal engagement were further modified, waived and discharged, assert purported \$40,000 monthly installments did not accrue as such were waived and/or modified, assert interest did not accrue as such was waived, never calculated and billed properly and/or ethically accounted for despite requests, and deny the remaining allegations in Paragraph 19.

20. McNeffs deny the allegations in Paragraph 20.

21. McNeffs admit receiving a few irregular, imprecise and untimely (and misleading and/or falsified) invoices or billing related information from Sumsion via email, assert they repeatedly demanded complete and timely invoicing and accountings which were routinely ignored and/or denied, and deny the remaining allegations in Paragraph 21.

22. McNeffs admit timely paying known invoices and other non-invoiced payment demands of Sumsion (some of which Sumsion failed and/or refused to credit), including via installment payments McNeffs were fraudulently induced to process and/or which were improperly converted under economic duress (including as pertaining to alleged undisclosed and unbilled interest) by Sumsion, admit Legally Mine dealt with an alleged tax lien, and deny the remaining allegations in Paragraph 22.

*McNeffs Stop Issuing Payment to Sumsion*

23. McNeffs admit that after becoming suspicious regarding Sumsion's non-disclosures, deceitful billing practices, conversions and some of its ethical violations, they objected to Sumsion's fraudulently induced conversion of the installment payments being processed and improperly converted under economic duress (including as pertaining to alleged undisclosed and unbilled interest) by Sumsion and no further payments were made to Sumsion, and deny the remaining allegations in Paragraph 23.

24. McNeffs assert Sumsion's billing related information and invoices were irregular, imprecise and untimely (and misleading and/or falsified) and deny the allegations in Paragraph 24.

*Termination of Relationship*

25. McNeffs assert the so-called 11/18/19 Amd Fee Agreement speaks for itself, though unenforceable, unreasonable, unconscionable, rescindable and invalid as asserted in para 11, *supra*, assert the provisions of the implied verbal engagement were further modified, waived and

discharged, assert interest did not accrue as such was waived, never calculated and billed properly and/or ethically accounted for despite requests, and deny the remaining allegations in Paragraph 25.

26. McNeffs admit their implied verbal engagement with Sumsion terminated in or about late October 2024 when Sumsion failed and/or refused to provide regular, honest, accurate, precise and timely invoices and a comprehensive billing related accounting after reasonably and repeatedly demanding such and deny the remaining allegations in Paragraph 26.

27. McNeffs deny the allegations in Paragraph 27.

28. McNeffs deny the allegations in Paragraph 28.

**FIRST CAUSE OF ACTION**  
***(Lien Foreclosure)***

29. McNeffs hereby incorporate paragraphs 1 through 28 as though fully set forth herein.

30. McNeffs deny the allegations in Paragraph 30.

31. McNeffs admit executing a 1/26/21 *Settlement Agreement*, which speaks for itself, whereby Legally Mine agreed to execute a promissory note totaling \$1,728,000.00, and deny the remaining allegations in Paragraph 31.

32. McNeffs admit executing a 1/26/21 *Settlement Agreement*, which speaks for itself, whereby Legally Mine agreed to execute a promissory note totaling \$1,728,000.00, and deny the remaining allegations in Paragraph 32.

33. McNeffs assert they have overpaid for legal services and deny the allegations in Paragraph 33.

34. McNeffs deny the allegations in Paragraph 34.

35. McNeffs deny the allegations in Paragraph 35.

36. McNeffs admit that on 12/19/24, Sumsion transmitted via email a “Demand for Payment”, which speaks for itself and referenced certain billing information and invoices, including alleged interest, for the first time, which invoices did not exist at the time alleged and were created after-the-fact, were inaccurate and misleading, did not calculate or bill any interest (as such was waived) and falsely alleged monies were due and payable (when they were not), and deny the remaining allegations in Paragraph 36.

37. McNeffs admit that on 12/19/24, Sumsion transmitted via email a “Demand for Payment”, which speaks of itself, and deny the remaining allegations in Paragraph 37.

38. McNeffs deny the allegations in Paragraph 38.

39. McNeffs assert the allegation calls for a legal conclusion, seeks relief and does not assert facts and deny the allegations in Paragraph 39.

40. McNeffs assert senior, perfected security interests in monies due to them from Legally Mine exist and preclude the relief sought and deny the remaining allegations in Paragraph 40.

**SECOND CAUSE OF ACTION**  
***(Breach of Contract)***

41. McNeffs hereby incorporates paragraphs 1 through 40 as though fully set forth herein.

42. McNeffs admit McNeffs signed an 11/18/19 *Amended and Restated Attorney-Client Representation and Fee Agreement* (“**11/18/19 Amd Fee Agreement**”), attached as **Exhibit A** to the Complaint, which speaks for itself, and which purported to amend an undisclosed prior 10/24/19 *Attorney-Client Fee Agreement*, but deny the 11/18/19 Amd Fee Agreement was properly and ethically obtained by Sumsion, *inter alia*, inasmuch as Sumsion obtained such without complying with URPC 1.8(a), rendering it (and the terms of any ongoing engagement) wholly

unenforceable, unreasonable, unconscionable, voidable and invalid as lacking mutual consent and giving rise to an implied verbal engagement agreement. McNeffs deny the remaining allegations in Paragraph 42.

43. McNeffs admit Sumsion provided some legal service for which it has been overpaid and deny the remaining allegations in Paragraph 43.

44. McNeffs admit executing a 1/26/21 *Settlement Agreement*, which speaks for itself, whereby Legally Mine agreed to execute a promissory note totaling \$1,728,000.00, and deny the remaining allegations in Paragraph 44.

45. McNeffs deny the allegations in Paragraph 45.

46. McNeffs deny the allegations in Paragraph 46.

### **THIRD CAUSE OF ACTION**

#### ***(Breach of the Inherent Covenant of Good Faith and Fair Dealing)***

47. McNeffs hereby incorporates paragraphs 1 through 46 as though fully set forth herein.

48. McNeffs deny the allegations in Paragraph 48.

49. McNeffs assert the allegation calls for a legal conclusion and does not assert facts, and deny the remaining allegations in Paragraph 49.

50. McNeffs assert the allegation calls for a legal conclusion and does not assert facts, and deny the remaining allegations in Paragraph 50.

51. McNeffs deny the allegations in Paragraph 51.

52. McNeffs deny the allegations in Paragraph 52.

53. McNeffs deny the allegations in Paragraph 53.

### **Prayer for Relief**

A. McNeffs deny the prayer for relief in its entirety.

B. McNeffs deny that Sumsion is entitled to any of the relief requested.

C. McNeffs deny any allegation not specifically admitted herein.

### **Affirmative Defenses**

McNeffs assert the following affirmative defenses, subject to amendment based upon discovery to be conducted hereafter:

1. The claims are barred because they fail to state a claim upon which relief may be granted.
2. The claims are barred because of the first breach rule.
3. As separate and affirmative defenses, the claims are barred by the following principles/doctrines: lack of mutual and/or informed consent, failure and/or lack of consideration, ambiguity, unconscionability, unjust enrichment, failure of conditions precedent, equitable/promissory estoppel, economic duress, mistake, waiver, payment, accord and satisfaction, release, modification orally and by conduct, acquiescence, conversion, unreasonableness of fees/interest, unlawful misconduct, mutual mistake, unclean hands, deceit, ethical and professional standards violations, misrepresentation and fraud in the inducement and in fact, failure to mitigate, set off and/or offset and bad faith.
4. The claims are barred by reason of Sumsion's material breaches of fiduciary and ethical/professionalism duties to the McNeffs.
5. The claims are barred by reason of Sumsion's material breaches of contract (written and/or implied), as amended, with the McNeffs.
6. The claims are barred by reason of Sumsion's interference with contract and economic relations.
7. Any alleged written fee agreement between the parties is unenforceable,

unreasonable, unconscionable, voidable and/or invalid.

8. Any alleged written fee agreement between the parties is an unenforceable contract of adhesion.

9. The claims are barred by *res judicata* (claim preclusion).

### **Verified Counterclaim and Third Party Complaint**

McNeffs, as Counterplaintiffs, allege upon personal knowledge and/or information and belief the following counterclaims and third party complaint against Counterclaim Defendants Sumsion Business Law, LLC and Third Party Defendant Steven R. Sumsion, individually (collectively, “**Sumsion**”):

#### **Parties, Jurisdiction and Venue**

1. Ammon McNeff (“**Ammon**”) is a Utah resident, currently residing in Utah County.
2. Matthew McNeff (“**Matthew**”) is a Utah resident, currently residing in Utah County. Ammon and Matthew are referred to collectively, as “**McNeffs**”.
3. Plaintiff and Counterdefendant Sumsion Business Law LLC is a Utah limited liability company doing business in Utah County.
4. Third Party Defendant Steven R. Sumsion is a Utah resident, currently residing in Utah County. Sumsion Business Law Group, LLC and Steven R. Sumsion are referred to collectively, as “**Sumsion**”.
5. This Court has jurisdiction over this dispute and venue is proper in this Court.

#### **General Allegations**

6. In or about 6/12/19, Legally Mine, LLC (“**Legally Mine**”) and the McNeffs met Sumsion, who represented himself as an experienced and ethical trial lawyer, whose practice was characterized, *inter alia*, by attention to details, by the utmost regard for his fiduciary and other

duties to Legally Mine and McNeffs and by a commitment to cost effective and solution oriented litigation strategy.

*Initial Verbal Legal Fee Agreement*

7. In connection therewith, Legally Mine entered into a verbal legal fee agreement (“**6/12/19 Verbal Fee Agreement**”), as amended, and verbally engaged Sumsion to provide legal services relating to the investigation and resolution of a member dispute involving the McNeffs’ father, Dan McNeff. Incident thereto, Sumsion did not specifically advise McNeffs of his hourly rate, which he assured them was reasonable, and requested that a \$2,500 cash legal fee be paid to Sumsion, which Ammon caused to be paid on or about 6/12/19.

8. Sumsion did not prepare an invoice or bill McNeffs for the \$2,500 fee charged or provide an accounting for such despite numerous requested accountings.

9. No written fee agreement was presented, discussed, agreed to or executed by the parties and such topics as billing, payment terms, interest, conflicts, liens or other boiler plate type language were not addressed.

10. On 10/10/19, Sumsion requested an additional \$10,000 legal fee be paid to Sumsion, which Ammon caused to be paid on or about 10/10/19.

11. Sumsion did not prepare an invoice or bill McNeffs for the \$10,000 fee charged or credit such despite numerous requested accountings.

*Modification via a 10/24/19 Written Legal Fee Agreement*

12. On 10/24/19 and without any advance discussion, Sumsion presented McNeffs with Sumsion’s form *Attorney-Client Fee Agreement*, attached as **Exhibit B**, which purportedly modified the foregoing 6/12/19 Verbal Fee Agreement, including calling for two \$25,000 monthly payments, which were paid on 11/19/19, and for an hourly fee billing at a stated rate.

13. Notwithstanding the mandates of URPC 1.8(a) and Sumsion's superior bargaining position (after work had commenced), Sumsion did not in writing or otherwise fully disclose to McNeffs the terms of either the initial 6/12/19 Verbal Fee Agreement or the Attorney-Client Fee Agreement in a manner that could be reasonably understood, or advise McNeffs of the desirability of seeking and given a reasonable opportunity to seek independent legal counsel as to any modifications.

14. Sumsion's modifications in the Attorney-Client Fee Agreement were self-serving and imposed an economic burden and associated difficulties upon McNeffs and they did not understand the nature and scope of options available to them as a result, rendering Ammon McNeff's presumptive consent uninformed.

15. On 11/15/19, Sumsion also requested an additional \$50,000 legal fee be paid to Sumsion, which McNeffs caused to be paid on or about 11/15/19.

16. Sumsion did not prepare an invoice or bill McNeffs for the \$50,000 fee charged, or credit such, despite numerous requested accountings.

*Modification via an 11/18/19 Written Contingency Fee Agreement*

17. On 11/18/19 and with minimal advance notice, Sumsion presented McNeffs with another modification, in the form of an *Amended and Restated Attorney-Client Representation and Fee Agreement* ("11/18/19 Amd Fee Agreement"), attached as **Exhibit A**, which purported to further and significantly modify the foregoing Attorney-Client Fee Agreement, whereby such would be based on an alternately valued flat or contingency fee.

18. Notwithstanding the mandates of URPC 1.8(a) and their superior bargaining position (after work had commenced), Sumsion did not in writing or otherwise fully disclose to McNeffs the terms of the 11/18/19 Amd Fee Agreement in a manner that could be reasonably

understood or advise McNeffs of the desirability of seeking and given a reasonable opportunity to seek independent legal counsel as to any modifications. Sumsion did not disclose his or any other attorneys or staff's hourly rates.

19. Sumsion's proposed modifications in the 11/18/19 Amd Fee Agreement were self-serving and imposed an economic burden and associated difficulties upon McNeffs and they did not understand the nature and scope of options available to them as a result, rendering their consent uninformed.

20. Based on pressure applied and threatened risks and economic harm by Sumsion, McNeffs executed the 11/18/19 Amd Fee Agreement under economic duress and without fully understanding options available to them.

21. Meanwhile, in a \$27,367.50 **Invoice No. 364** emailed on 10/24/19 to Legally Mine and the McNeffs and dated 10/21/19 (covering the 4 month period of 6/12/19 to 10/16/19), Sumsion for the first time billed legal fees via an email transmission (*see* Billing Summary, attached as **Exhibit C**). While it acknowledged \$2,500 credit and showed a \$24,867.50 amount due, it failed to provide any corresponding accounting and McNeffs could not fully understand the billing or applied payment history. It was later adjusted to a zero balance by Sumsion without explanation. Sumsion's billing rate was \$345/hour. No interest was calculated or billed therewith (and Sumsion's selected billing software was never even capable of doing so) and none became allegedly due on receipt.

22. In a \$58,261 **Invoice No. 377** dated 11/14/19 (covering the period of 10/17/19 to 11/6/19) and transmitted via an 11/14/19 email to the McNeffs, Sumsion billed additional legal fees (*see* Billing Summary, **Exh. C**). While it acknowledged \$58,261 in (a) payment(s) credited, it failed to provide any corresponding accounting and McNeffs could not fully understand the billing

or applied payment history. It was later adjusted to a zero balance by Sumsion without explanation. Sumsion's billing rate was \$345/hour. No interest was calculated or billed therewith and none became allegedly due on receipt.

23. Incident to their foregoing dealings with Sumsion, the McNeffs discussed and understood the 6/12/19 Verbal Fee Agreement would be converted into a contingency arrangement, whereby they would no longer be required to pay any legal fees unless specified conditions precedent was satisfied. Though they did not fully understand the application of such, such occurred and they discontinued legal fee payments in reliance on Sumsion's representations regarding such and were entitled to a refund of fee payments to date as Sumsion assumed the risk of loss if the conditions were not satisfied. They understood the conditions were obtaining a settlement and/or the permanent removal of Dan from direct and indirect management and control and the establishment of their exclusive management and control of Legally Mine, which had been the McNeffs' disclosed objective from the outset.

24. On or about 10/18/19, Sumsion obtained a TRO in Utah Fourth District Court against Dan (removing him as the CEO), but preserving his majority interest, though it was later dissolved and the case was dismissed on or about 11/25/19 by Judge James Taylor, who concluded Legally Mine's Operating Agreement required the case to be arbitrated. The judge reinstated Dan as the CEO. In or about late November 2019, Sumsion was disqualified and/or withdrew as counsel for Legally Mine demonstrating that Sumsion's stated belief that the McNeffs could ethically engage it was inaccurate. In connection therewith, it was determined that the McNeffs did not have authority to engage Sumsion as minority members of Legally Mine, once again altering the substantive terms of the 11/18/19 Amd Fee Agreement. No written modification was adopted regarding the financial impact of this change of circumstance.

25. In late May and early June 2020, a multi-day arbitration was held.

26. In the middle of the arbitration, Sumsion demanded that the McNeffs further verbally clarify and/or modify their 6/12/19 Verbal Fee Agreement, effectively establishing the condition as requiring a settlement or the McNeffs acquiring a 50%+ membership interest and control of Legally Mine.

27. The arbitration was concluded without a settlement, but included an arbitration award against Legally Mine/Dan for approximately \$440,000 in attorneys' fees. However, the arbitrator did not award or recognize the McNeffs as acquiring a 50%+ membership interest and control of Legally Mine (as required by the contingency agreement). The arbitrator later refused to enforce the arbitration award, leaving the McNeffs no way to recover the award of attorneys' fees.

28. In or before December 2020 and pursuant to a separate verbal engagement agreement with the McNeffs, Sumsion proposed and filed a separate and new federal lawsuit ("**Federal Action**") against Dan and his attorney regarding an unrelated fraudulent PPP loan. While this was based on an hourly fee engagement, later purportedly billed to and paid by the McNeffs without the benefit of a requested accounting, the terms were not discussed in any detail, including in violation of the URPC. The pursuit of this Federal Action directly benefited Sumsion, who, *inter alia*, improperly sought to recover all prior attorneys' fees thereby.

29. After the Federal Action filing, Legally Mine entered into a 1/26/21 Settlement Agreement with the McNeffs and agreed to pay \$450,000 separately in attorneys' fees to Sumsion, which was documented by Sumsion to ensure Sumsion was paid such (even though only \$440,000 in attorneys' fees was awarded to the McNeffs, presumably relating to the Federal Action). Sumsion obtained such by non-disclosures and misrepresentations to

McNeffs relating to his entitlement to such attorneys' fees given Sumsion's failure to satisfy the conditions of the arbitration.

30. The settlement also included Legally Mine and/or Dan's buyout of the McNeff's minority interest in Legally Mine and damages in consideration of \$1.7 million in \$18,000/month installment payments to the McNeffs, which buyout was beyond the scope of the arbitration proceeding, and neither contemplated, nor sought, therein.

*Verbal Modification of 11/18/19 Amd Fee Agreement Re Alternately Valued Flat or Contingency Fee*

31. On or about 1/26/21 (as ratified in a 3/19/21 and subsequent meeting/communications) and incident to the settlement of disputes relating to the arbitration, Sumsion proposed and the parties *verbally modified* the 11/18/19 Amd Fee Agreement to waive and eliminate the \$40,000 per month payment requirement and in lieu thereof to adopt a maximum per month payment requirement of \$9,000, subject to an accounting, which was later paid under protest.

32. In reaching the settlement and because the McNeffs were concerned that unbilled and/or additional attorneys' fees and other costs (i.e., including any interest) may still exist regarding either the arbitration or separate Federal Action, the McNeffs also specifically raised their concerns about such, with Sumsion, who specifically told them that they "*need not worry about any interest*" if they would agree to the settlement terms and the structure Sumsion had negotiated. McNeffs were thereby induced to agree to the settlement terms (and detrimentally relied) and Sumsion agreed to waive any past and future interest claims he may have had.

33. As of 1/26/21 and in the absence of a complete and accurate accounting requested by the McNeffs, the McNeffs were misled and believed that \$450,000 would cover all but what the McNeffs roughly and inaccurately estimated might be \$200,000 in unbilled and future legal fees

and that any past and future interest would be waived. Sumsion confirmed this understanding and misrepresented that he should be paid the entire \$450,000. Final settlement documents were drafted by Sumsion in which the McNeffs were required to waive and release “*any claims against . . . Legally Mine*” and “*Dan*”, including for “*charges*”, “*expenses, costs and attorneys’ fees, whether known or unknown*”. But for Sumsion’s representation that \$450,000 in attorneys’ fees would satisfy most of any still believed outstanding and future legal fees and any and all interest was waived through the 1/26/21 date of settlement and thereafter, the McNeffs would not have agreed to settle the Federal Action.

34. On 3/20/21, Legally Mine paid Sumsion \$200,000, and on 7/20/24, it paid Sumsion \$250,000, satisfying its \$450,000 obligation pursuant to the Settlement Agreement, and without any interest being calculated or assessed.

35. Notwithstanding the mandates of URPC 1.8(a) and their superior bargaining position (after work had commenced), Sumsion did not in writing or otherwise fully disclose to McNeffs the foregoing modifications of the 11/18/19 Amd Fee Agreement in a manner that could be reasonably understood or advise McNeffs of the desirability of seeking and given a reasonable opportunity to seek independent legal counsel as to any modifications.

36. Sumsion’s proposed modifications in the 11/18/19 Amd Fee Agreement were self-serving and imposed an economic burden and associated difficulties upon McNeffs and they did not understand the nature and scope of options available to them as a result, rendering their consent uninformed.

*Modification of 11/18/19 Amd Fee Agreement re Withdrawal as Legally Mine’s Counsel*

37. In the course of the arbitration, Sumsion was determined to have a conflict of interest relating to the representation of Legally Mine and was forced to withdraw as its counsel,

unduly complicating and further modifying the scope of the 11/18/19 Amd Fee Agreement, inasmuch as Legally Mine was always the intended primary client (with the McNeffs as only secondarily interested).

38. This change constituted a further modification of the 11/18/19 Amd Fee Agreement.

39. Notwithstanding the mandates of URPC 1.8(a) and their superior bargaining position (after work had commenced), Sumsion did not in writing or otherwise fully disclose to McNeffs the ramifications of this change to the 11/18/19 Amd Fee Agreement in a manner that could be reasonably understood or advise McNeffs of the desirability of seeking and given a reasonable opportunity to seek independent legal counsel as to any modifications.

40. The resulting modification to the 11/18/19 Amd Fee Agreement imposed an economic burden and associated difficulties upon McNeffs and they did not understand the nature and scope of options available to them as a result, rendering their consent uninformed.

*Unilateral Modification of 11/18/19 Amd Fee Agreement Imposing Artificially Inflated Rates*

41. Notably, prior to issuing **Invoice No. 408** (dated 1/15/20) to the McNeffs on 1/20/20, Sumsion told the McNeffs in passing that he planned to unilaterally increase his hourly rate without detailing the rationale or specifying the new rate to the McNeffs. He briefly explained he was going to do so in order to maximize the amount of legal fees that could be recovered in an expected arbitration ruling, stating it was between himself and the arbitrator and was not to be of any concern or risk to McNeffs as their fee obligation would not change. The McNeffs had no knowledge of and did not understand such, but believed such a practice was acceptable based on Sumsion's explanation.

42. Though the McNeffs did not understand the basis for or rationale for Sumsion's

inflating the legal fees at the time, and it caused them some concern as it seemed to be self-serving of Sumsion to do so, they deferred to Sumsion as the expert on the topic without expressly consenting thereto. Sumsion did not ask for their consent, nor was it given, as it could not have been an informed consent under the circumstances.

43. Based on Sumsion's artificially inflated attorneys' fee request, \$440,000 in attorneys' fees was awarded, which was based on an overstated rate (i.e., over the agreed upon and the actual amount of fees based on Sumsion's false pretenses).

44. Sumsion did not disclose to the arbitrator that he had actually billed McNeffs at a reduced rate.

45. Notwithstanding the mandates of URPC 1.8(a) and their superior bargaining position (after work had commenced), Sumsion did not in writing or otherwise fully disclose to McNeffs the basis for or rationale respecting the inflated fees in a manner that could be reasonably understood or advise McNeffs of the desirability of seeking and given a reasonable opportunity to seek independent legal counsel as to any modifications.

46. Sumsion's unilateral inflation of billing rates was unethical, self-serving and imposed an economic burden and associated difficulties upon McNeffs and they did not understand the nature, risks and scope of options available to them as a result, rendering their consent uninformed.

47. In a \$117,485.50 **Invoice No. 408** dated 1/15/20 (belated and confusingly covering an *overlapping* period of 10/21/19 to 1/14/20) and transmitted via a 1/20/20 email transmission to the McNeffs, Sumsion billed legal fees, as referenced in the Billing Summary. *See Exh. C.* **Invoice No. 408** was confusing and irregular with time overlaps compared to the earlier **Invoice No. 377**. While it acknowledged \$117,485.50 in (a) payment(s) credited, it failed to provide any

corresponding accounting and McNeffs could not fully understand the billing or applied payment history. Sumsion's billing rate was *artificially inflated* and could be calculated to be \$385/hour and other associate/staff rates were likewise *artificially inflated*. No interest was calculated or billed therewith and none became allegedly due on receipt.

48. In April of 2020 and despite the alternate fee nature of the 11/18/19 Amd Fee Agreement, including a deferral of hourly billing (i.e., pursuant to the arbitration contingency arrangement in place), Sumsion improperly demanded additional legal fees be paid to Sumsion to insure that McNeffs had "skin in the game", which surprised and manipulated McNeffs, but which they caused to be immediately paid, including \$2,000 on 4/16/20, \$2,000 on 4/17/20, \$15,000 on 4/27/20.

49. Sumsion did not prepare an invoice or bill McNeffs for these "skin in the game" assessments or credit such despite numerous requested accountings.

50. In May and June of 2020 and despite the alternate fee nature of the 11/18/19 Amd Fee Agreement, including a deferral of hourly billing, Sumsion likewise demanded additional legal fees be paid to Sumsion, which McNeffs caused to be immediately paid, including \$250 on 5/21/20, \$750 on 5/21/20, \$750 on 6/10/20 and \$250 on 6/10/20.

51. Sumsion did not prepare an invoice or bill McNeffs for these additional assessments or credit such despite numerous requested accountings.

52. Each of the foregoing Invoices was emailed to McNeffs and considered paid in full. No interest was calculated or billed to McNeffs with respect to any of the foregoing Invoices.

*1/26/21 Settlement Agreement and Waiver of Interest*

53. On 1/21/26, a Settlement Agreement with associated payment documents (i.e., Promissory Notes, Security Agreement(s), Confessions of Judgment, etc.) were negotiated and

executed following a lengthy mediation of the Federal Action, whereby the McNeffs finally settled and resolved all of their disputes with Dan McNeff and Legally Mine.

54. Pursuant to the 1/26/21 *Settlement Agreement*, Legally Mine agreed to execute a promissory note totaling \$1,728,000.00 payable to the McNeffs and a promissory note totaling \$450,000 payable to Sumsion for legal fees on behalf of the McNeffs.

55. Incident to the 1/26/21 *Settlement Agreement*, the McNeffs inquired concerning the status and intended resolution of any outstanding obligations to Sumsion, including specifically any outstanding legal fees, interest, late charges or other assessments, to which Sumsion responded he would waive any and all interest not to be paid by Dan McNeff and/or Legally Mine.

56. In seeking and accepting a global settlement and mutual release regarding the dispute with Dan McNeff and Legally Mine, the McNeffs agreed to the terms of 1/26/21 *Settlement Agreement* with the understanding and agreement with Sumsion that Sumsion would only be charging for legal fees validly due and/or reasonably and necessarily incurred thereafter in finalizing the settlement and that any and all interest or other charges would be and were waived. This promise by Sumsion was reiterated in a subsequent 3/19/21 meeting with the McNeffs.

57. Consistent therewith, Legally Mine agreed to pay Sumsion attorneys' fees in the amount of \$450,000 pursuant to a duly executed 1/21/26 *Promissory Note* in two installment payments, which Legally Mine later timely paid by a 3/20/21 installment of \$200,000 and a 7/20/21 installment of \$250,000. Sumsion obtained such by non-disclosures and misrepresentations to the McNeffs relating to his entitlement to such attorneys' fees given Sumsion's failure to satisfy the conditions of the arbitration.

58. But for Sumsion's waiver of any obligation by the McNeffs respecting any possible past interest for Sumsion's legal services incident to Legally Mine's execution of a *Promissory*

Note in favor of Sumsion, the McNeffs would not have entered into the Settlement Agreement, whereby they released Dan McNeff and Legally Mine of further claims for such.

59. In a \$401,703 **Invoice No. 609** to the McNeffs and dated 3/19/21 (for a 9 month period from 6/25/20 to 3/3/21), Sumsion billed additional legal fees via an 3/19/21 email transmission, as referenced in the Billing Summary. *See Exh. C.* While it was also untimely and irregular and did not acknowledge payment(s) to have been credited, it failed to provide any corresponding accounting and McNeffs could not fully understand the billing or applied payment history. Sumsion's billing rate in Invoice No. 609 was adjusted back to \$345/hour. Significantly, no interest was calculated or billed therewith and none became allegedly due on receipt thereof.

*Sumsion Controls and Retains \$9,000 Per Month Fee Payments for 3 ½ Month Period*

60. On or about 3/19/21, Sumsion met or conferenced with the McNeffs relating to the payment of settlement proceeds and a reconciliation of costs and expenses. During this meeting, Sumsion pressed them for and demanded payments they could not afford and to which he was not entitled, much to the discomfort of the McNeffs. In response to their objections, Sumsion could not explain or demonstrate the basis for his informal debt summary, which also did not account for some of the McNeffs' over payments to date and Sumsion could not and did not provide any supporting documentation. In this meeting, the McNeffs complained about the lack of clear communication, the lack of accounting and of their inability to reconcile Sumsion's representations relating to unknown and unbilled fees and costs. They reiterated their understanding that any past and future interest on billed or unbilled legal time had been and would be waived, which Sumsion verbally acknowledged. Sumsion agreed to forward the invoices or accounting of which he was speaking.

61. On 3/19/21, Sumsion emailed the McNeffs and forwarded the 11/18/19 Amd Fee

Agreement and copies of only **Invoice Nos. 377, 408 and 609** and indirectly referenced **Invoice No. 364**, which was not attached. As they had previously discussed on 1/26/21, Sumsion reiterated that the 11/18/19 Amd Fee Agreement needed to be reviewed respecting a modification of the \$40,000/month payment at settlement and noted that the expense for the arbitrator and Mary Slawson's time were outstanding and that "higher rates" for legal fees had been approved by Judge Taylor (i.e., which was inaccurate, as the arbitrator had done so). This email made no sense to the McNeffs and bolstered their suspicions that Sumsion was not being candid and honest as it did not provide the requested and promised full accounting.

62. In a 3/19/21 response email, Matt complained that Sumsion's 3/19/21 failed to "show the current outstanding amounts" and reiterated the McNeffs' request for a "final bill and accounting of what has been paid and what is left, that would give us a better place to start from" in their payment restructuring discussions so that they "would feel more comfortable coming to some sort of terms". Matt clarified that Sumsion was mischaracterizing the 11/18/19 Amd Fee Agreement as a conditional understanding of what Legally Mine could pay if they remained as managers, which did not happen. Matt explained that the "intention of what was described in this [11/18/19 Amd Fee Agreement] was not obtained", referring to the unsuccessful arbitration.

63. Moreover, in Matt's 3/19/21 Email, he reiterated their discomfort and referenced Sumsion's conflict of interest recognizing, "*there is now a shift in our relationship where you are no longer needing to do what is in our best interest*", however, (emphasis added):

there is a balance of us scraping by, so we can pay you faster (via the \$18k a month), and us having additional resources, allowing us to grow and build, so we can pay you faster (via other revenue streams). I'm not sure where the balance lies, but I feel like, much like the settlement, no one is going to get exactly what we want, in order to meet everyone's threshold of acceptability.

64. This evidenced the McNeffs' confusion and uncertainty (and Sumsion's lack of accounting), indirectly referenced Sumsion's waiver of interest and reduction to \$9,000 per month

payments and reflects the economic duress that made the McNeffs uncomfortable. The indirectly referenced interest waiver is what Sumsion acknowledged on 1/26/21 and reiterated on 3/19/21.

65. On the evening of 4/19/21 and uncomfortable with a \$6,000 per month payment arrangement to Sumsion, Sumsion transmitted a text message to Matt proposing the Legally Mine monthly installment be split \$9,000 (1/2 to each of Sumsion and the McNeffs) going forward until all legal fees had been paid in full. The parties estimated that based on such an accelerated payment arrangement, all monies claimed to be owed to Sumsion at the time would be paid in 3 ½ months (i.e., ending in October 2024 via 42 payments totaling approximately \$378,000).

66. While the McNeffs never finally agreed to Sumsion's proposal (advising that such could work only if Legally Mine increased its monthly payment voluntarily to give the McNeffs the working capital they needed), Sumsion, who was then improperly controlling the \$18,000 per month installment payments from Legally Mine, pressured the McNeffs and required they split this payment and retain/apply \$9,000 per month to his claimed fee entitlement. Sumsion controlled and distributed the monthly installment payments in this manner thereafter (over the McNeffs' protest) without advising the McNeffs that they could receive, control and even withhold such payments directly from Legally Mine, which receipt and control the McNeffs later asserted in October of 2024 when a final payment on all outstanding legal fees was made.

67. Commencing on or about 3/20/21 and continuing through 10/24, the McNeffs permitted under protest one (1) \$6,000 payment (3/20/21) and thirty eight (38) installment payments of \$9,000 per month (commencing 4/20/21) to be paid to Sumsion pursuant to the foregoing modified 11/18/19 Amd Fee Agreement terms, which totaled \$339,000, and pursuant to the Federal Action settlement.

68. As noted in a 3/22/21 email between Sumsion and the McNeffs, the McNeffs

provisionally agreed to pay \$6,000 of the Legally Mine monthly installment to Sumsion, while they each retained \$6,000 (i.e., from Legally Mine's \$18,000/month settlement proceeds to the McNeffs) to offset Sumsion's claimed legal fees and to share in the payment of acknowledged discovery costs. Notably, however, no further billing or accounting information was provided, and Sumsion specifically acknowledged the need to continue to "*sort out the accounting of costs, etc.*", evidencing the lack of accounting.

69. In a 3/23/21 email, Sumsion confirmed costs for a video deposition would be split evenly between the McNeffs, which was deducted from their respective \$6,000 retention.

70. Following the foregoing dealings and discussions in 2021 and except respecting **Invoice No. 848** (untimely provided and dated 5/3/22), Sumsion provided no further billing or accounting information to the McNeffs.

71. Specifically, Sumsion did not create, transmit, deliver or otherwise communicate, in form or substance, the after-the-fact manufactured claims for Sumsion's recently asserted **Invoice Nos. 427** (purportedly dated 2/24/20 for \$268,003.50), **476** (purportedly dated 5/15/20 for \$7,772.60), **497** (purportedly dated 7/1/20 for \$7,895.25) or **505** (purportedly dated 7/9/20 for \$59,343).

72. In a \$41,151.20 **Invoice No. 848** transmitted via an 5/4/22 email to the McNeffs and dated 5/3/22 (for the 14 month period of 3/15/21 to 5/3/22), Sumsion billed additional legal fees to the McNeffs. *See* Billing Summary, **Exh. C**. While it was also untimely, irregular and did not acknowledge payment(s) credited, it failed to provide any corresponding accounting and McNeffs could not fully understand the billing or applied payment history. Surprisingly, Sumsion's billing rate in **Invoice No. 848** was unilaterally increased to \$385/hour without disclosure to or consent of the McNeffs. Significantly, no interest was calculated or billed

therewith and none became allegedly due on receipt thereof.

73. No further Invoices were emailed or otherwise delivered to the McNeffs and no calculation of alleged unpaid interest was made or billed to the McNeffs.

74. This was consistent with the McNeffs' understanding that any and all legal fees and interest through the 1/26/21 Settlement Agreement date had been waived incident to the parties' mutual general releases therein.

75. In the fall of 2021, Sumsion represented that he believed unspecified legal fees were outstanding and that unspecified interest thereon was due. The McNeffs requested a full accounting be provided by Sumsion.

76. Sumsion failed and/or refused to provide an accounting.

77. In the ensuing months, the McNeffs repeated their request for a full accounting and for copies of any Invoices that Sumsion believed had not been paid.

78. Sumsion failed and/or refused to provide an accounting each time and never produced a further Invoice.

79. In a meeting in Sumsion's office in the fall of 2021, Sumsion referenced and delivered to the McNeffs an undetailed, vague and confusing spreadsheet he claimed his office had quickly prepared for their meeting respecting potentially outstanding fees, attached as **Exhibit D**. While the McNeffs stated they did not understand and could not reconcile it and Sumsion could not explain it either, the McNeffs said they would compare it to the Invoices received and known payments and reply once they had a chance to audit the same.

80. Thereafter and as the McNeffs could not reconcile the sheet with any of the Invoices received and the payments of record in their possession, they renewed their request for a full accounting from Sumsion.

81. Despite further verbal requests for such, Sumsion failed and/or refused to provide any detailed or other accounting, though he forwarded only the known Invoice Nos. identified on 3/19/21 to the McNeffs. (and excluding **Invoice Nos. 427** (purportedly dated 2/24/20 for \$268,003.50), **476** (purportedly dated 5/15/20 for \$7,772.60), **497** (purportedly dated 7/1/20 for \$7,895.25) and **505**).

*The Conclusion of Sumsion's Retained Monthly Fee Payments*

82. In March of 2021, the McNeffs had estimated that any fees Sumsion claimed were due to Sumsion (without a full accounting) would be fully paid off via the \$9,000 per month installment payments in a period of 3 ½ years, which did not include any interest as such had been waived by Sumsion. Consistent therewith and as stated in a 10/24/24 Email, the McNeffs “confirm[ed] the conclusion of the payments to Sumsion Business Law as we approach the final stages of this matter.” They noted their residual “unresolved concerns related to billing practices and the calculation of the amounts owed”, and reiterated having “asked several times for a full accounting of the billing and payments (which should have been updated every month as [the \$9,000 in] settlement funds were distributed)”. They reminded Sumsion of bills that “contained errors, including double billings”. They calculated a \$13,411 remaining balance owed on the total and paid such in the form of a “final payment” on 10/20/24.

83. Sumsion cashed the check without further response to the McNeffs.

*12/19/24 Demand for Payment*

84. On 12/19/24 and purportedly in response to the McNeffs' 10/20/24 email, Sumsion emailed a Demand for Payment to the McNeffs and, for the first time, asserted a demand for payment relating to purported **Invoice Nos. 427** (for \$268,003.50 backdated 2/24/20), **Invoice No. 476** (\$7,772.60 backdated 5/15/20), **Invoice No. 497** (\$7,895.25 backdated 7/1/20) and **Invoice**

**No. 505** (\$59,343.00 backdated 7/9/20), which Invoices were never delivered to the McNeffs prior to this date, and were not even attached to the Demand.

85. **Invoice No. 427** was back dated and not actually created as of the date represented and referenced no interest.

86. **Invoice No. 476** was back dated and not actually created as of the date represented and referenced no interest .

87. **Invoice No. 497** was back dated and not actually created as of the date represented and referenced no interest .

88. **Invoice No. 505** was back dated and not actually created as of the date represented and referenced no interest .

89. From the late fall of 2024 through 4/25 and because they did not believe Sumsion's various billing representations and excuses without any supporting documents, the McNeffs repeatedly requested that Sumsion disclose when any and all of Sumsion's invoices were created and that Sumsion produce computer metadata proving such.

90. Though repeatedly requested that Sumsion identify the actual creation date of each of these Invoices, including the production of computer metadata records verifying such, Sumsion refused to do so, implicitly acknowledging that such were not created and billed as misrepresented.

91. Sumsion attached a Schedule to Sumsion's 12/19/24 Demand, which was not provided to McNeffs prior thereto.

92. The Schedule was created for the first time in connection with the 12/29/24 Demand.

**FIRST CAUSE OF ACTION**

(Declaratory Relief – Unenforceability of 11/18/19 Amd Fee Agreement, as Amended, and Other Rights)

93. McNeffs allege and incorporate all paragraphs of the Counterclaim as though set forth herein.

94. By reason of the foregoing misconduct and pursuant to Utah Code Ann. §78B-6-401, et seq., McNeffs are entitled to declaratory relief, including a declaration that the purported written engagement agreements, including the 11/18/19 Amd Fee Agreement relied upon by Sumsion, as amended, are unenforceable, unconscionable, unreasonable, void, rescinded and/or otherwise invalid. McNeffs are entitled to a declaration respecting the terms of the implied engagement agreement (i.e., the 6/12/19 Verbal Fee Agreement) of the parties, including specifically that no interest was mutually agreed upon, that any suggestion of such was obtained without informed consent, was waived and, in any event, interest was neither calculated, nor billed at any time, and therefore not due.

95. McNeffs are entitled to a declaration respecting of any and all other relevant rights and obligations of the parties with respect to the implied engagement agreement.

96. McNeffs are entitled to a declaration that Sumsion’s claims for breach of the 11/18/19 Amd Fee Agreement are barred.

**SECOND CAUSE OF ACTION**

(Breach of 6/12/19 Verbal Fee Agreement)

97. McNeff Defendants allege and incorporate all paragraphs of the Counterclaim as though set forth herein.

98. Sumsion and the McNeffs entered into a 6/12/19 Verbal Fee Agreement, whereby Sumsion agreed, *inter alia*, to provide competent legal services in consideration of a reasonable fee to be timely, honestly and professionally billed and accounted for, exclusive of interest.

99. For the foregoing reasons and except as noted (i.e., including regarding the adoption of a contingency fee arrangement for the arbitration), Sumsion's various attempts to thereafter modify the 6/12/19 Verbal Fee Agreement were unenforceable, unreasonable, unconscionable, voidable and otherwise invalid. Alternatively, Sumsion has materially breached the modified terms thereof, including as purportedly included in the 11/18/19 Amd Fee Agreement.

100. By reason of the foregoing, Sumsion has materially breached the 6/12/19 Verbal Fee Agreement and/or the amended contingency terms thereof were not satisfied.

101. McNeffs have performed all obligations under the 6/12/19 Verbal Fee Agreement, as amended, or were excused from further performance due to Sumsion's prior material breaches.

102. As a result of Sumsion's breaches and/or the failure of the contingency conditions, McNeffs have suffered damages, including additional legal fees paid to retain new counsel in an amount in excess of \$85,000, overpayments to Sumsion for excessive and/or unreasonable legal fees estimated to be in excess of \$300,000, together with pre-judgment and post judgment interest, attorneys' fees and costs in an amount to be proven at trial.

**THIRD CAUSE OF ACTION**  
(Breach of Fiduciary Duties)

103. McNeffs allege and incorporate all paragraphs of the Counterclaim as though set forth herein.

104. By reason of the foregoing relationships, Sumsion undertook and owed fiduciary duties to McNeffs, including duties of loyalty, honesty, diligence, good faith, fair dealing and confidentiality and otherwise, to act in McNeffs' best interests, to avoid self-dealing and to strictly comply with the Utah Rules of Professional Conduct and otherwise.

105. By reason of his misconduct, Sumsion has materially breached these duties.

106. By way of specific example, Sumsion was required to ensure McNeffs understood

and gave informed consent with regard to the terms of any engagement agreement, including advising McNeffs to consult independent counsel to review proposed modifications to the initial 6/12/19 Verbal Fee Agreement (and any subsequent purported written or verbal modifications thereto), including regarding the 11/18/19 Amd Fee Agreement's terms and any and all associated conflicts of interest.

107. Sumsion failed to advise McNeffs in a reasonable manner, whereby they could give informed consent, including advising them to seek independent counsel to review any and all modifications to the initial 6/12/19 Verbal Fee Agreement (and any subsequent purported written or verbal modifications thereto).

108. Sumsion's failure to secure informed consent constitutes a material breach of Sumsion's fiduciary duties and renders the 11/18/19 Amd Fee Agreement unenforceable, unconscionable, unreasonable, void, rescinded and/or otherwise invalid.

109. By reason of Sumsion's failure to advise the McNeffs to seek independent counsel and misrepresentations, McNeffs purportedly accepted modifications without fully understanding the terms or implications of such, causing harm, including potential liability for excessive fees and/or interest (which was otherwise waived), losing rights due to undisclosed conflicts, and incurring financial obligations McNeffs would not have otherwise agreed to or incurred.

110. McNeffs are entitled to rescission and/or reformation of the 11/18/19 Amd Fee Agreement under Utah law, as Sumsion's breaches and the lack of informed consent undermines the contract's validity and justifies restoring the parties to their pre-contract positions, which is necessary to protect the McNeffs from obligations under an agreement entered without informed consent.

111. As a result of Sumsion's breaches, McNeffs have suffered damages, including

additional legal fees paid to retain new counsel in an amount in excess of \$85,000, overpayments to Sumsion for excessive and/or unreasonable legal fees estimated to be in excess of \$300,000, together with pre-judgment and post judgment interest, attorneys' fees and costs in an amount to be proven at trial.

112. Sumsion's conduct was in bad faith, dishonest, willful and/or reckless, justifying an award of punitive damages.

**FOURTH CAUSE OF ACTION**  
(Breach of the Duty of Good Faith and Fair Dealing)

113. McNeffs allege and incorporate all paragraphs of the Counterclaim as though set forth herein.

114. By reason of the foregoing facts and implicit in the 6/12/19 Verbal Fee Agreement, as amended, Sumsion undertook and owed McNeffs implied duties of good faith and fair dealing, which requires Sumsion to act in good faith and to refrain from actions that would undermine or injure the other party's right to receive the benefits of the agreement.

115. By reason of the foregoing misconduct, Sumsion has materially breach the duties of good faith and fair dealing owed to McNeffs, including, *inter alia*, by Sumsion's misconduct related to untimely, incomplete and/or excessive billing, by Sumsion's unethical and unprofessional actions and inactions, by Sumsion's failure to advise to consult independent counsel before modifying any agreement, by Sumsion's failure to advise of conflicts before launching the Federal Action outside of the scope of the 6/12/19 Verbal Fee Agreement, and by Sumsion's demand for payment of interest that was waived and neither calculated, nor billed, at any time, and other misconduct as alleged herein.

116. Sumsion's actions were negligent, intentional or reckless, designed to obtain additional fees (including interest) without consideration, thereby depriving McNeffs of the expected

benefits of the 6/12/19 Verbal Fee Agreement.

117. As a result of Sumsion's breaches, McNeffs have suffered damages, including additional legal fees paid to retain new counsel in an amount in excess of \$85,000, overpayments to Sumsion for excessive and/or unreasonable legal fees estimated to be in excess of \$300,000, together with pre-judgment and post judgment interest, attorneys' fees and costs in an amount to be proven at trial.

**FIFTH CAUSE OF ACTION**  
(Unjust Enrichment)

118. McNeff Defendants allege and incorporate all paragraphs of the Counterclaim as though set forth herein.

119. By reason of the foregoing misconduct, Sumsion was alternatively unjustly enriched, including by Sumsion's misconduct related to untimely, incomplete and/or excessive billing, by Sumsion's unethical and unprofessional actions and inactions, by Sumsion's failure to advise to consult independent counsel before modifying any agreement, by Sumsion's failure to advise of conflicts and otherwise before launching the Federal Action outside of the scope of the engagement, and by Sumsion's demand for payment of interest that was waived and neither calculated, nor billed, at any time, and other misconduct as alleged herein.

120. McNeffs conferred a benefit on Sumsion by overpaying substantial legal fees to Sumsion in good faith.

121. McNeffs are entitled to repayment and/or a disgorgement of Sumsion's receipt of revenues attributable to Sumsion's excessive and unreasonable billing.

**SIXTH CAUSE OF ACTION**  
(Accounting)

122. McNeffs allege and incorporate all paragraphs of the Counterclaim as though set

forth herein.

123. By reason of the foregoing facts, McNeffs are entitled to a full and accurate accounting, including withheld information to date regarding their partially completed audit.

**SEVENTH CAUSE OF ACTION**  
(Estoppel)

124. McNeffs allege and incorporate all paragraphs of the Counterclaim as though set forth herein.

125. By reasons of the foregoing facts, Sumsion is equitably and promissorially estopped from denying the 6/12/19 Verbal Fee Agreement, as amended, which excludes interest, relating to any legal fee billing.

126. By reasons of the foregoing facts, Sumsion is equitably and promissorially estopped from denying Sumsion is only entitled to reasonable legal fees necessarily incurred on behalf of McNeffs and based on informed consent and from retaining legal fees overpaid and not due to Sumsion.

127. By reasons of the foregoing facts, Sumsion is equitably and promissorially estopped from denying promises and representations made to McNeffs regarding his duties and responsibilities to McNeffs.

**Prayer for Relief**

McNeffs respectfully pray that judgment be enter in their favor and against Sumsion, on each of the foregoing causes of action, in amounts to be proven at trial and as allowed by law, including damages (compensatory, consequential, incidental, punitive and otherwise), pre and post judgment interest, attorneys' fees and costs, costs of collection, and for declaratory relief as appropriate, including as requested herein, as well as any other such further relief as the Court deems just and proper. McNeffs further demand a jury trial on all issues so triable.

Dated this 29<sup>th</sup> day of May, 2026.

**DENTONS DURHAM JONES PINEGAR, P.C.**

/s/ Wm. Kelly Nash

Wm. Kelly Nash

Justin T. Rich

*Attorneys for McNeff Defendants*

**VERIFICATION**

I declare under criminal penalty under the law of Utah that everything stated in this document is true to the best of my knowledge and belief.

DATED May 29, 2026.

/s/ Ammon McNeff; Matthew McNeff

(Electronic signature made with permission)

**CERTIFICATE OF SERVICE**

This is to confirm that a copy of the foregoing was electronically filed on May 29, 2026. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system, and the filing may be accessed through that system.

Steven R. Sumsion, Esq.  
SUMSION BUSINESS LAW, LLC  
1800 Novell Place, 5<sup>th</sup> Floor  
Provo, Utah 84606

Chase Olsen, Esq.  
SUMSION BUSINESS LAW, LLC  
1800 Novell Place, 5<sup>th</sup> Floor  
Provo, Utah 84606  
chase@businesslawutah.com

*/s/ Brittany Deere*

**EXHIBIT A**

**EXHIBIT A**

3651 North 100 East  
Suite 300  
Provo, Utah 84604  
(801) 375-2830



**SUMSION**  
**BUSINESS LAW**

Adam Birk\*  
Cameron Christensen  
Amy Fiene  
Zac Lewis\*  
Steven R. Sumsion\*  
Jason Zundel  
\*Also admitted in PA & NY  
\*Also admitted in NV

**Amended and Restated Attorney-Client Representation and Fee Agreement**

CLIENT ADDRESS:

**Legally Mine, LLC**  
**Ammon McNeff**  
**Matthew McNeff**  
**1337 E 750 N**  
**Orem, Utah 84097**  
**Email: ([ammon@legallymineusa.com](mailto:ammon@legallymineusa.com); [matthew@legallymineusa.com](mailto:matthew@legallymineusa.com))**

This AMENDED AND RESTATED ATTORNEY-CLIENT FEE AGREEMENT (“Agreement”), dated November 18, 2019, is entered into by and among Legally Mine, LLC, Ammon McNeff, and Matthew McNeff (collectively, the “Client”), and Sumsion Business Law, LLC, a Utah limited liability company (the “Firm”).

WHEREAS, the parties previously agreed to an hourly fee agreement, but Client is not able to make payment to the Firm because the CEO has cut off Client’s ability to pay attorney fees;

WHEREAS, an invoice in the amount of \$23,128.50 was received by Client on November 14, 2019, but Client is not able to pay such invoice.

WHEREAS, the Client is willing to pay a minimum success fee to the Firm in consideration for continued legal services that will be paid as follows upon settlement or an arbitration award in favor of Client relating to removal of Daniel McNeff as a manager of Legally Mine.

NOW THEREFORE, the parties agree to the following terms and conditions:

**AGREEMENT**


1. **CONDITIONS.** This Agreement confirms Client’s continued engagement of the Firm on the terms set forth herein as of November 15, 2019.
2. **SCOPE AND DUTIES.** Client hereby hires the Firm to provide legal services in connection with the Client’s arbitration proceedings against Daniel McNeff, as well as ongoing litigation in Case No. 190401633 in Fourth Judicial District in Utah County.
3. **FEE.** Client jointly agrees to pay the Firm the *greater* of: 1) \$250,000, or 2) the Firm’s hourly billing, upon *either*: a) settlement among the parties, or b) arbitration award where Client is the prevailing party relating to removal of Daniel McNeff from the management of Legally Mine. Such payment to the Firm shall be at the rate of \$40,000 per month, until paid in full. No attorney fees shall be due the Firm if there is no settlement, or if Client is not the prevailing party in the arbitration or litigation.


4. **DISCHARGE AND WITHDRAWAL.** Client may discharge the Firm at any time, subject to court approval when that is required by the rules of any court before which we appear. Client's discharge of the Firm, however, will not result in any refund of the fee charged herein, but to the extent hourly fees remain unearned but performed, such portion will still be due the Firm. Upon discharge by Client, any former filing fees that were being held by the Firm may without further notice be recharacterized as attorney fees and may be used to set off any unpaid charges or fees owed to us. The Firm may terminate the attorney-client relationship with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with the Firm or to follow an attorney of the Firm's advice on a material matter, or any other fact or circumstance that would render the Firm's continuing representation unlawful or unethical.
5. **CONCLUSION OF SERVICES.** When the Firm's services conclude for any reason, all unpaid charges shall immediately become due and payable. After the Firm's services conclude, the Firm will, upon Client's request and payment of any costs incurred, deliver Client's file to Client, along with property or unused Client funds in the Firm's possession. After the Conclusion of Services, the Firm will remain under an obligation to respect any confidentiality of communications and to avoid taking any position materially adverse to you in the same or in any related matter, or in undertaking any matter where your confidential communications might be used for any purpose not in accordance with your interests without your informed consent. It is understood that the Firm may and will withdraw from the attorney/client relationship, if in the Firm's opinion, the continuation of the relationship may violate the Utah Rules of Professional Responsibility. The Firm may also withdraw at any time for any reason, or for no reason, if the withdrawal can be accomplished without material adverse effect to Client's interests, or if there is other good cause for withdrawing.
6. **INTEREST AND COLLECTION.** If an amount is due the Firm, the Client agrees to make payment within seven (7) days of invoice. Interest will accrue on any outstanding invoice at the rate of one and one-half percent (1.5%) per month. The Client agrees to pay all reasonable costs of collection on any outstanding amount, including attorney fees.
7. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter or the length of time it will take to resolve Client's matter, either favorably or unfavorably. The Firm makes no such promises or guarantees. The Firm's comments, if any, about the outcome of Client's matter are expressions of opinion only.
8. **ENTIRE AGREEMENT.** Client acknowledges that Firm has made no representations to Client, oral or otherwise, other than those set forth in this Agreement, and that this Agreement is the entire agreement between the parties, and may be modified only by a writing signed by both parties.
9. **SEVERABILITY.** In the event a court of competent jurisdiction declares any provision or provisions of this Agreement invalid, the remaining provisions will remain in effect and bind the parties as if no such invalidation had occurred.
10. **GOVERNING LAW.** This Agreement will be governed and construed in all respects according the laws of the State of Utah.

11. ASSOCIATING OTHER ATTORNEYS. Client expressly authorizes the Firm to associate other attorney(s) to consult with the Firm and/or to provide service on Client's matter, within the scope of the subject matter of this Agreement. Additionally, Client expressly authorizes the Firm to compensate such other attorney(s) in proportion to the work or service performed.
  
12. ATTORNEY'S LIEN. The Firm hereby discloses to Client that the Firm may have a statutory lien, pursuant to common law and/or *Utah Code Ann. § 38-2-7* for any outstanding balance of compensation due from Client.

By signing this Agreement, Client acknowledges that Client has read, understands, and agrees to its terms, and acknowledges receipt of a copy of this Agreement.

  
\_\_\_\_\_  
AMMON MCNEFF, PRESIDENT OF LEGALLY MINE, LLC

  
\_\_\_\_\_  
AMMON MCNEFF, INDIVIDUALLY

  
\_\_\_\_\_  
MATTHEW MCNEFF, INDIVIDUALLY

**EXHIBIT B**

**EXHIBIT B**

3651 North 100 East  
Suite 300  
Provo, Utah 84604  
(801) 375-2830



Adam Birk†  
Cameron Christensen  
Amy Fiene  
Zac Lewis†  
Steven R. Sumsion\*  
Jason Zundel  
\*Also admitted in PA & NY  
†Also admitted in NV

**Attorney-Client Representation and Fee Agreement**

CLIENT ADDRESS:

**Legally Mine, LLC**  
**Ammon McNeff**  
**Matthew McNeff**  
1337 E 750 N  
Orem, Utah 84097  
**Email: ([ammon@legallymineusa.com](mailto:ammon@legallymineusa.com); [matthew@legallymineusa.com](mailto:matthew@legallymineusa.com))**

This ATTORNEY-CLIENT FEE AGREEMENT (“Agreement”), dated October 25, 2019, is entered into by and among Legally Mine, LLC, Ammon McNeff, and Matthew McNeff (collectively, the “Client”), and Sumsion Business Law, LLC, a Utah limited liability company (the “Firm”).

1. **CONDITIONS.** This Agreement confirms Client’s engagement of the Firm on the terms set forth herein as of October 24, 2019, in accordance with Ammon McNeff’s October 24<sup>th</sup> email.
2. **SCOPE AND DUTIES.** Client hereby hires the Firm to provide legal services in connection with the Client’s litigation proceedings against Daniel McNeff, including Case No. 190401633 in Fourth Judicial District in Utah County, anticipated arbitration proceedings against Daniel McNeff, and other legal services requested by the Client.
3. **FEE.** Client acknowledges receipt of an invoice dated October 21<sup>st</sup> with an undisputed amount of \$24,867.50 outstanding. The Firm acknowledges that Dan McNeff has withdrawn over \$300,000 from Client’s bank accounts, which has caused serious financial challenges to the Client. However, the Client expects to be able to pay \$25,000 on or before Tuesday, October 29, 2019 and another \$25,000 by Friday, November 1, 2019. The hourly rate for Steve Sumsion is \$345 per hour and Cameron Christensen’s rate is \$225/hour. Paralegal rates are \$90/hour. Client agrees to pay all costs reasonably incurred and associated with this representation.
4. **DISCHARGE AND WITHDRAWAL.** Client may discharge the Firm at any time, subject to court approval when that is required by the rules of any court before which we appear. Client’s discharge of the Firm, however, will not result in any refund of the fee charged herein, and if any portion of the fee remains unpaid, such portion will still be due the Firm. Upon discharge by Client, any former filing fees that were being held by the Firm may without further notice be recharacterized as attorneys’ fees and may be used to set off any unpaid charges or fees owed to us. The Firm may terminate the attorney-client relationship with Client’s consent or for good cause. Good cause includes Client’s breach of this Agreement, Client’s refusal to cooperate with the Firm or to follow an attorney of the Firm’s advice on a material matter, or any other fact or circumstance that would render the Firm’s continuing representation unlawful or unethical.

5. CONCLUSION OF SERVICES. When the Firm's services conclude for any reason, all unpaid charges shall immediately become due and payable. After the Firm's services conclude, the Firm will, upon Client's request and payment of any costs incurred, deliver Client's file to Client, along with property or unused Client funds in the Firm's possession. After the Conclusion of Services, the Firm will remain under an obligation to respect any confidentiality of communications and to avoid taking any position materially adverse to you in the same or in any related matter, or in undertaking any matter where your confidential communications might be used for any purpose not in accordance with your interests without your informed consent. It is understood that the Firm may and will withdraw from the attorney/client relationship, if in the Firm's opinion, the continuation of the relationship may violate the Utah Rules of Professional Responsibility. The Firm may also withdraw at any time for any reason, or for no reason, if the withdrawal can be accomplished without material adverse effect to Client's interests, or if there is other good cause for withdrawing.
6. INTEREST AND COLLECTION. If an amount is due the Firm, the Client agrees to make payment within ten (10) days of invoice. Interest will accrue on any outstanding invoice at the rate of one and one-half percent (1.5%) per month. The Client agrees to pay all reasonable costs of collection on any outstanding amount, including attorney fees.
7. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter or the length of time it will take to resolve Client's matter, either favorably or unfavorably. The Firm makes no such promises or guarantees. The Firm's comments, if any, about the outcome of Client's matter are expressions of opinion only.
8. ENTIRE AGREEMENT. Client acknowledges that Firm has made no representations to Client, oral or otherwise, other than those set forth in this Agreement, and that this Agreement is the entire agreement between the parties, and may be modified only by a writing signed by both parties.
9. SEVERABILITY. In the event a court of competent jurisdiction declares any provision or provisions of this Agreement invalid, the remaining provisions will remain in effect and bind the parties as if no such invalidation had occurred.
10. GOVERNING LAW. This Agreement will be governed and construed in all respects according the laws of the State of Utah.
11. ASSOCIATING OTHER ATTORNEYS. Client expressly authorizes the Firm to associate other attorney(s) to consult with the Firm and/or to provide service on Client's matter, within the scope of the subject matter of this Agreement. Additionally, Client expressly authorizes the Firm to compensate such other attorney(s) in proportion to the work or service performed.
12. ATTORNEY'S LIEN. The Firm hereby discloses to Client that the Firm may have a statutory lien, pursuant to common law and/or *Utah Code Ann.* § 38-2-7 for any outstanding balance of compensation due from Client.

(Signature Page to Follow)

By signing this Agreement, Client acknowledges that Client has read, understands, and agrees to its terms, and acknowledges receipt of a copy of this Agreement.

*Ammon McNeff*

Ammon McNeff (Oct 26, 2019)

AMMON MCNEFF, PRESIDENT OF LEGALLY MINE, LLC

*Ammon McNeff*

Ammon McNeff (Oct 26, 2019)

AMMON MCNEFF, INDIVIDUALLY

\_\_\_\_\_  
MATTHEW MCNEFF, INDIVIDUALLY






# Legally Mine\_Fee Agreement\_2019 10 26

Final Audit Report

2019-10-26

Created:	2019-10-26
By:	Ashley Shaw (ashley@businesslawutah.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqr7Crm6QTGLxFZ3_jwQRmaG6WpNQ_sIU

## "Legally Mine\_Fee Agreement\_2019 10 26" History

-  Document created by Ashley Shaw (ashley@businesslawutah.com)  
2019-10-26 - 5:56:03 PM GMT- IP address: 136.36.173.223
-  Document emailed to Ammon McNeff (mcneffad@gmail.com) for signature  
2019-10-26 - 5:57:58 PM GMT
-  Email viewed by Ammon McNeff (mcneffad@gmail.com)  
2019-10-26 - 11:16:31 PM GMT- IP address: 66.249.84.222
-  Document e-signed by Ammon McNeff (mcneffad@gmail.com)  
Signature Date: 2019-10-26 - 11:20:44 PM GMT - Time Source: server- IP address: 162.219.180.70
-  Signed document emailed to Ammon McNeff (mcneffad@gmail.com), steve@businesslawutah.com and Ashley Shaw (ashley@businesslawutah.com)  
2019-10-26 - 11:20:44 PM GMT



Adobe Sign

**EXHIBIT C**

**EXHIBIT C**

### McNEFFS INVOICE/PAYMENT SUMMARY

<u>Invoice</u>	<u>Date</u>	<u>Amount</u>	<u>Delivery</u>	<u>Payments</u>	<u>Date</u>
				\$2,500.00	6/12/19
				\$10,000.00	10/10/19
364	10/24/19	\$27,367.50	Email (10/24/19)	\$25,000.00	11/15/19
377	11/14/19	\$58,261.00	Email (11/14/19)	<u>\$25,000.00</u>	11/15/19
			<b>Subtotal</b>	<b>\$62,500.00</b>	
408	1/20/20	\$117,485.50	Email (1/20/20)	\$2,000.00	4/16/20
609	3/19/21	<u>\$401,703.00</u>	Email (3/19/21)	\$2,000.00	4/17/20
				Subtotal	<b>\$604,817.00</b>
				\$15,000.00	4/27/20 (cash)
				<b>\$250.00</b>	<b>5/8/20</b>
				\$750.00	<b>5/8/20</b>
				\$250.00	5/21/20
				\$750.00	5/21/20
				\$750.00	6/10/10
				<u>\$250.00</u>	6/10/20
			<b>Subtotal</b>	<b>\$83,500.00*</b>	

				\$6,000.00	3/20/21
427	2/24/20	\$268,003.50	Unbilled/Rec'd 1/29/25	\$200,000.00	3/20/21
476	5/15/20	\$7,772.60	Unbilled/Rec'd 1/29/25	\$9,000.00	4/20/21
497	7/1/20	\$7,895.25	Unbilled/Rec'd 1/29/25	\$9,000.00	5/20/21
505	7/9/20	<u>\$59,343.00</u>	Unbilled/Rec'd 1/29/25	\$9,000.00	6/20/21
				\$9,000.00	7/20/21
				\$250,000.00	7/20/21
				\$306,000.00	(\$9,000.00 x 34 mos)
	Subtotal	<b><u>\$343,014.35</u></b>		<u>\$13,411.00</u>	10/20/24 (final pmt)**
	<b>Subtotal</b>	<b>\$947,831.35</b>			
			<b>Total Payments</b>	<b>&lt;\$894,911.00&gt;</b>	
848	5/3/22	<u>\$41,151.20</u>	Billed/Email (5/4/22)		
	Subtotal	<b>\$645,968.20</b>			1/24/23 no itemization
	<b>Total</b>	<b>\$988,982.55***</b>			
	Total Payments	<u>&lt;\$894,911.00&gt;</u>			
		<b>\$94,071.55***</b>			

\* Subject to reimbursement per contingency.

\*\* Subject to final accounting.

\*\*\* Subject to applicable reimbursements, offsets, adjustments for excessive billing, etc.