

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

**Case No. 73066**

**A. JONATHAN SCHWARTZ, EXECUTOR OF  
THE ESTATE OF MILTON I. SCHWARTZ**

Petitioner

vs.

**THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
AND THE HONORABLE GLORIA STURMAN**

Respondents

and

**THE DR. MIRIAM AND SHELDON G. ADELSON  
EDUCATIONAL INSTITUTE**

Real Party in Interest

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**A. JONATHAN SCHWARTZ'S APPENDIX OF EXHIBITS TO PETITION  
FOR REVIEW  
VOLUME 6 – PAGES 308-359**

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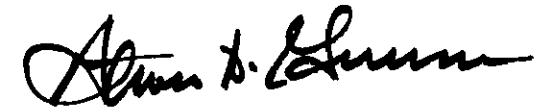
*Attorneys for Petitioner, A. Jonathan Schwartz*

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CLERK OF THE COURT

OJPC

DISTRICT COURT  
CLARK COUNTY, NEVADA

In the Matter of the Estate of  
Milton Schwartz

CASE NO.: 07P061300

Dept. 26

**ORDER SETTING CIVIL JURY TRIAL**

IT IS HEREBY ORDERED THAT:

- A. The above entitled case is set to be tried by a jury on a FOUR week STACK to begin **July 03, 2017, at 9:00 a.m.**
- B. A Calendar Call will be held **June 08, 2017, at 9:00 a.m.** Trial Counsel (and any party in proper person) must appear.
- C. A Pre-Trial Conference will be set at the time of calendar call. Parties must have the following ready for trial:
  1. All exhibits marked by counsel for identification purposes;
  2. Typed exhibit lists with all stipulated exhibits marked;
  3. Jury instruction to be submitted on a disc or jump drive at the beginning of trial. Jury instructions in two groups: (a) Unopposed, and (b) Opposed. Opposed instructions must contain the name of the opposing party and authoritative citations;
  4. Proposed voir dire questions;
  5. Original depositions;
  6. Courtesy copies of legal briefs on trial issues.
  7. The Pre-trial Memorandum must be filed, and trial counsel shall bring a courtesy copy to the Pre-Trial conference, and ALL parties must comply with EDCR 2.67.
- D. All discovery deadlines, deadlines for filing dispositive motions and motions to amend the pleadings or add parties are controlled by the previously issued Scheduling Order.
- E. All other pre-trial motions must be in writing and MUST be filed FIVE (5) WEEKS prior to the first day of the trial stack.



1 F. Motions in Limine are limited to TEN (10) each per side, and will be  
2 heard in CHAMBERS. IF the Court determines that oral argument is  
3 necessary, it will send notice to all parties.

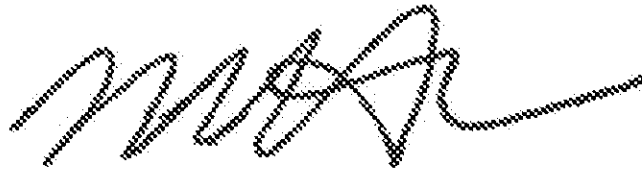
4 G. Pursuant to EDCR 2.35, a motion to continue trial due to any discovery issues or  
5 deadlines must be made before the Discovery Commissioner.

6 H. Orders shortening time will not be signed except in extreme emergencies.  
7 ***AN UPCOMING TRIAL DATE OR VACATION IS NOT AN EXTREME  
8 EMERGENCY – COURT REQUIRES ALL PARTIES TO BE READY  
9 ANYTIME OF THIS STACK***

10 I. Failure of the designated trial attorney or any party appearing in proper person to  
11 appear for any court appearances or to comply with this Order shall result in any  
12 of the following: (1) dismissal of the action (2) default judgment; (3) monetary  
13 sanctions; (4) vacation of trial date; and/or any other appropriate remedy or  
14 sanction.

15 J. Counsel must advise the Court immediately when the case settles or is otherwise  
16 resolved prior to trial. A stipulation which terminates a case by dismissal  
17 shall indicate whether a Scheduling Order has been filed and, if a trial date has  
18 been set, the date of that trial.

19 DATED March 29, 2017

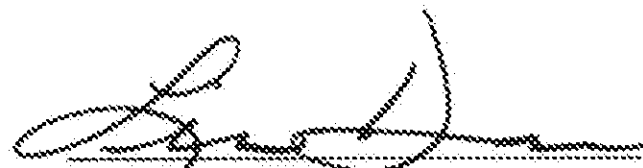


20 PROBATE JUDGE STURMAN  
21 District Court Judge, Dept. 26

22 **CERTIFICATE OF SERVICE**

23 I hereby certify that on or about the date signed, a copy of this Order was  
24 electronically served and/or placed in the attorney's folders maintained by the Clerk of  
25 the Court and/or transmitted via facsimile and/or mailed, postage prepaid, by United  
26 States mail to the proper parties as follows:

27 Steven J Oshins  
28 Mark Alan Solomon  
Abigail R Schwartz  
Jon Randall Jones



Linda Denman,  
Judicial Executive Assistant

REDACTED

COMPLETE COPY TO BE FILED WITH THE  
NEVADA SUPREME COURT  
UNDER SEAL

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*Attorneys for A. Jonathan Schwartz,  
Executor of the Estate of Milton I. Schwartz*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of the Estate of  
  
MILTON I. SCHWARTZ,  
  
Deceased.

Case No.: P-13-061300-E  
Dept. No.: XXVI/Probate  
  
Hearing Date: April 19, 2017  
Hearing Time: 9:30 a.m.

**OPPOSITION TO MOTION FOR PROTECTIVE ORDER**

**I. INTRODUCTION.**

At its core, the School's Motion is an unartful attempt at sleight of hand. Instead of focusing its argument on the requested relief (which seeks an order completely barring a percipient witness from testifying in a civil deposition), the School spends most of its time pointing out some of the disputed facts in this case, primarily the facts pertaining to the perpetual naming rights agreement the School had with Mr. Schwartz. While the Estate appreciates the School's screening of the teaser/trailer to its forthcoming dispositive motion, the disputed issues of fact concerning the naming rights agreement have nothing to do with the Rule 26(c) analysis required when seeking the prohibition of Dr. Adelson from testifying in this case. Indeed, the School's instant sideshow accomplishes nothing other than underscore the School's complete lack of a legal basis supporting its request for such an order of prohibition. As set forth herein, Dr. Adelson is unquestionably an important witness in this case and there is nothing about a one-day deposition that imposes an undue burden on the School or Dr. Adelson. Accordingly, the School's Motion should be denied in its entirety.

1 **II. APPLICABLE LAW.**

2 The trial court has wide discretion in controlling pretrial discovery. *MGM Grand, Inc. v.*  
3 *Eighth Jud. Dist. Ct.*, 107 Nev. 65, 70, 807 P.2d 201, 204 (1991). Pursuant to Nev.R.Civ.P. 26(b),  
4 a party “may obtain discovery *any matter*, not privileged, which is relevant to the subject matter  
5 involved in the pending action, whether it relates to a claim or defense of the party seeking  
6 discovery or to the claim or defense of the other party ...” (emphasis added). Relevance within  
7 the meaning of Rule 26 is much broader than the relevance standard for trial purposes. *See F.T.C.*  
8 *v. AMG Servs. Inc.*, 291 FRD 544, 552 (D.Nev. 2013). Thus, for discovery purposes, relevance  
9 means only that the materials sought are “reasonably calculated to lead to the discovery of  
10 admissible evidence.” Nev.R.Civ.P. 26(b). Nevada law favors a liberal construction of discovery  
11 rules and a broad scope of discovery. *See e.g. Palmer v. Pioneer Inn Assocs., Ltd.*, 118 Nev. 943,  
12 952, 59 P.3d 1237, 1243 (2002) (observing that Nevada’s “rules of civil procedure, especially  
13 discovery rules, are designed to afford parties broad access of information”); *Maheu v. Eighth*  
14 *Jud. Dist. Ct.*, 88 Nev. 26, 42, 493 P.2d 709, 719 (1972) (stating that Nevada’s discovery rules  
15 “grant broad powers to litigants”).

16 **III. THE ESTATE IS ENTITLED TO TAKE DR. ADELSON’S DEPOSITION.**

17 The Estate’s primary claim in this case is that the School breached a legally enforceable  
18 naming rights agreement between the School and the late Milton I. Schwartz. Instead of spending  
19 time unnecessarily refuting the factual allegations concerning the naming rights agreement,  
20 including the School’s spurious allegation that the Executor perjured himself<sup>1</sup>, the Estate will  
21

22  
23 <sup>1</sup> The School conveniently ignores that Mr. Schwartz, himself, has explained the consideration exchanged for the  
naming rights agreement:

24 **M.SCHWARTZ:** [Tamar Lubin] said, “I need a million dollars, and I can get the land from John Goolsby.” She  
25 didn’t know that I was working on the land at the time and that John Goolsby – I don’t know the answer, whether he  
26 gave the land for me or for her. I don’t know why he would give it to her, but he owed me. I decided to give her half a  
27 million dollars. I – I – I didn’t feel I could afford a million dollars: 300,000 from one man, Paul Saag; 100,000 from –  
from Cohen, Joe Cohen, who’s still alive. I think he’s 95 now. 25,000 from Jerry Rentchler’s father, I still remember,  
George Rudiak, who was my lawyer at the hospital. So that’s 825. And other – I raised a million doll – the half  
million and I have a half million, and they agreed to make the name of the school Milton I. Schwartz Hebrew  
Academy in perpetuity.

28 See, Partial DVD Transcription of Milton I. Schwartz Interview, attached hereto as **Exhibit A**.

1 focus on the only relevant issue at bar, which is, whether this School has provided this Court a  
2 basis to trump Nev.R.Civ.P. 26(b), which provides that parties may obtain discovery regarding  
3 any matter, not privileged, which is relevant to the subject matter involved in the pending action,  
4 with a Nev.R.Civ.P. 26(c) protective order.

5 As a preliminary matter, the Estate is under no obligation to divulge to the School its  
6 litigation strategy concerning the deposition of Dr. Adelson. That being said, and in an effort to  
7 expedite this process, the following are subject areas that are clearly relevant to the subject matter  
8 in this case.

9 **A. The School is Named After Dr. Adelson, Who Signed a Letter to the School's**  
10 **Gala Attendees Which Acknowledges the Adelson School being Separate and**  
11 **Apart from the M.I.S. Hebrew Academy.**

12 The evidence in the record thus far establishes that it was agreed and understood by the  
13 School, Mr. Schwartz and the Adelsons that the new "Adelson School" was going to be a high  
14 school built adjacent to the Milton I. Schwartz Hebrew Academy. See, for example, the 2007  
15 Gala Letter, signed by Dr. Adelson, a true and correct copy being attached hereto as **Exhibit B**:

Dear Friends:

Welcome! It is our pleasure and privilege to chair The Milton I. Schwartz Hebrew Academy Gala. It is an inspiration to see so many in the community supporting not only The M.I.S. Hebrew Academy, but also The Adelson School. At last year's event, we presented plans to create a world class high school adjacent to The M.I.S. Hebrew Academy. We have now taken all key steps towards reaching this important goal. We are pleased to announce that the first graduating class of The Adelson School will begin their studies this fall!

Of course, a world class school needs more than superlative facilities, and it is here that head of school Paul Schifman has met our extremely ambitious expectations: he searched the country and hired the best and the brightest educators. Paul is fond of saying that there is also a simple final criterion that each teacher must meet: "They must love children." Education, after all, is about guiding and nurturing children as well as educating and preparing them for the future. Many wonderful, extraordinary department heads for The Adelson School have already begun working full time along with our new Adelson School principal, Paul Mahoney (PhD UCLA). As our 9<sup>th</sup> and 10<sup>th</sup> grade classes begin their studies this August, we know that these children are beginning an exceptional journey at a school where a passion for learning, respect for Jewish mores, and a truly world class education coincide.

Many people have worked hard to create the success of our current Pre-K through 8<sup>th</sup> grade program and the beginning of our new high school. Tonight, we come together both to honor our "Pursuit of Excellence" Award winner and to say thank you to our wonderful teaching and administrative staff, our head of school, Paul Schifman, our campus project director, Rhonda Glyman, our Board of Trustees, and to all the committed parents who have volunteered their time, intelligence and experience to make our school the very best it can be.

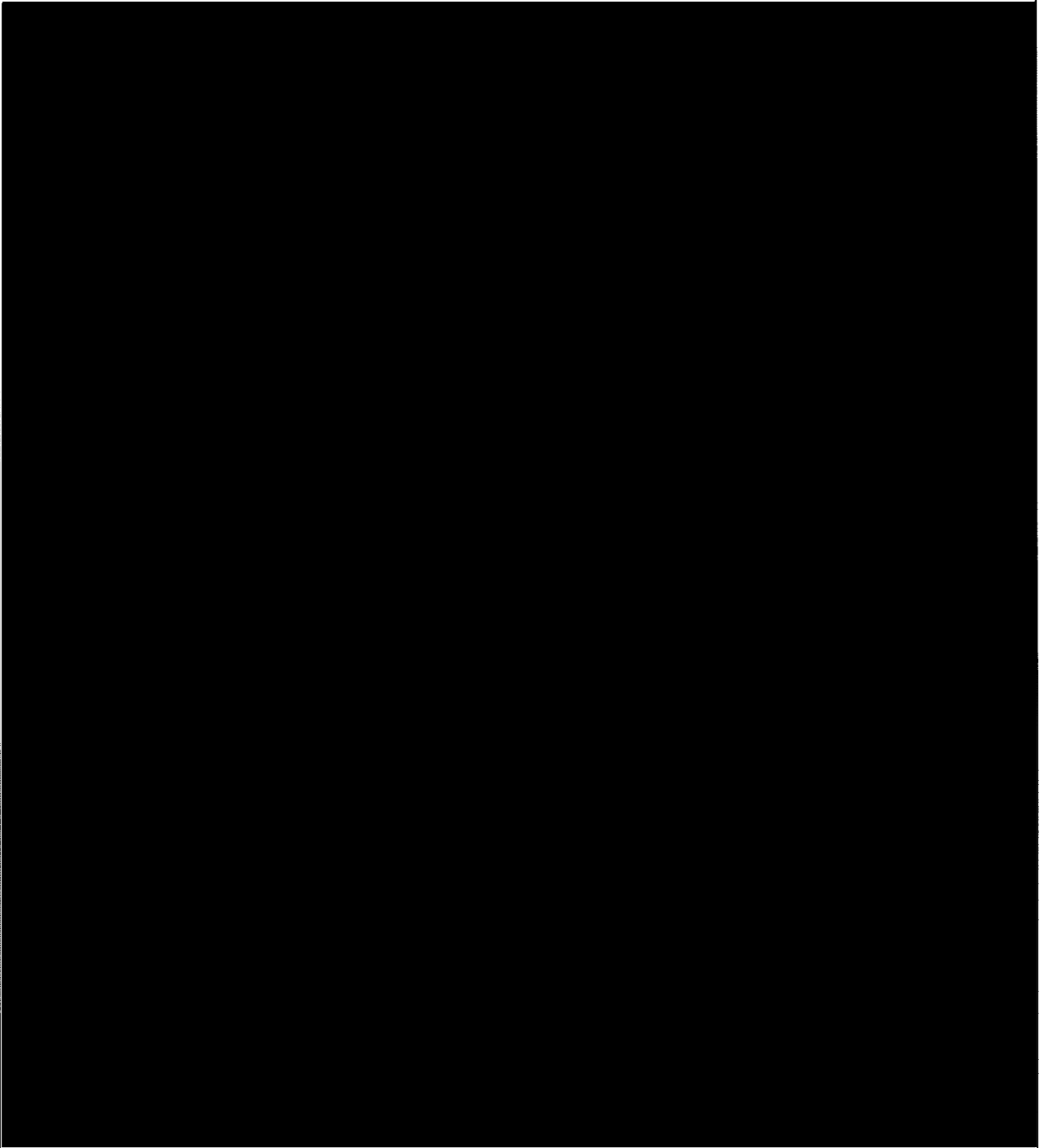
Tonight we honor the visionary behind The Hebrew Academy, Milton I. Schwartz. It is our privilege to honor Milton with the "Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award." With vision and foresight, Mr. Schwartz and a few others generously answered the need in Las Vegas for a strong secular and Judaic educational institution for elementary school-aged children by creating and continuously supporting The Milton I. Schwartz Hebrew Academy. The school, established in 1988, has since expanded to include preschool through 8<sup>th</sup> grade. Mr. Schwartz, an entrepreneur extraordinaire, sits on the Board of Trustees and has generously supported The M.I.S. Hebrew Academy's continued growth. We are truly pleased to bestow this award upon such a visionary leader of our community.

Enjoy the Evening!

Dr. Miriam and Sheldon G. Adelson

Toni and Victor Chaitiel

1 The evidence in the record further establishes that, shortly after Mr. Schwartz's death, the  
2 School misappropriated grades 6-8 of the Milton I. Schwartz Hebrew Academy and included  
3 those in the definition of the Dr. Miriam and Sheldon G. Adelson Educational Institute. See, for

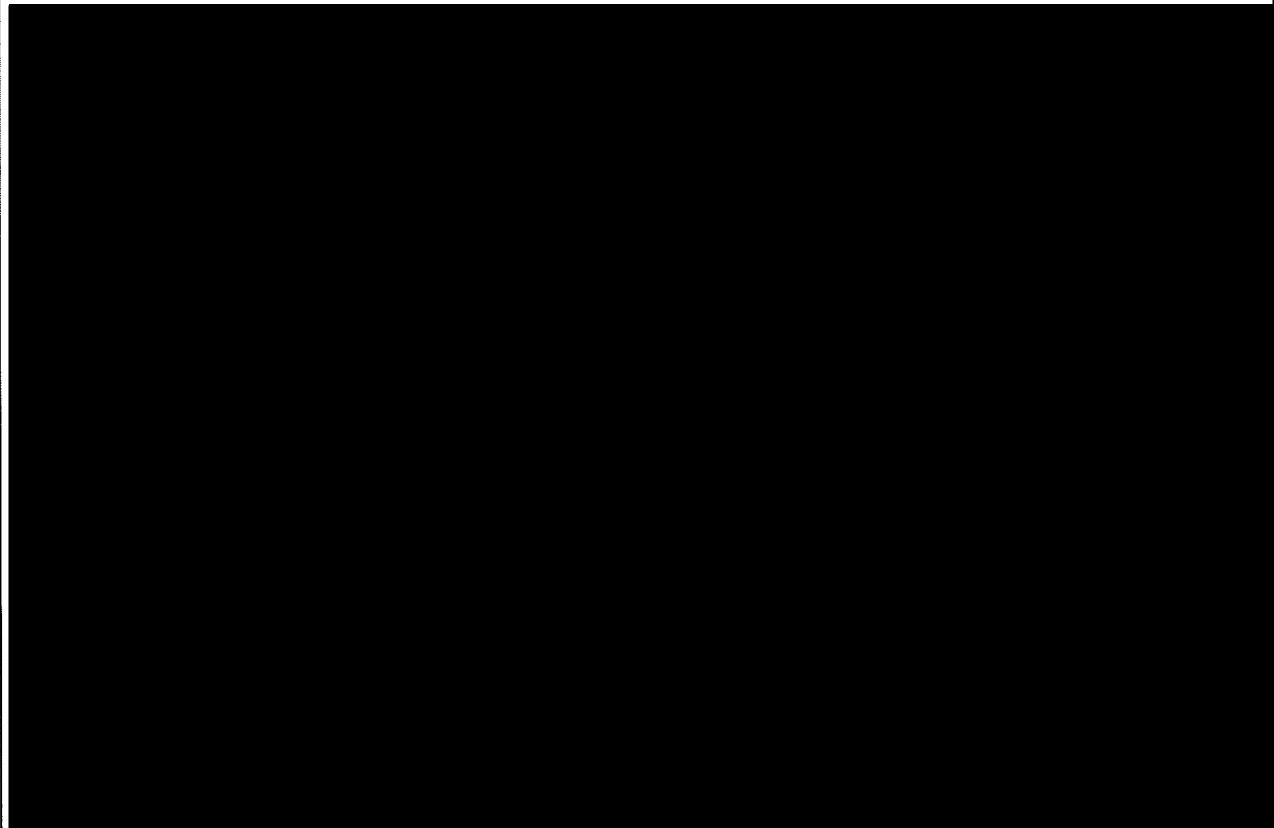


26 **B. Dr. Adelson Has Been, and is Now Presently, on the School's Board.**

27 It is undisputed that Dr. Adelson has served, and presently serves, on the School's Board.  
28 Although it may be true that Dr. Adelson was not serving on the board in any official capacity

1 during the years when the School's name changed to the Milton I. Schwartz Hebrew Academy,  
2 and then later to the Dr. Miriam and Sheldon G. Adelson Educational Institute, discussions  
3 pertaining to the name changes certainly could have occurred during formal Board meetings when  
4 she was a board member, and also during informal discussions with board members or other  
5 School representatives.

6 **C. Dr. Adelson May have Signed a New Naming Rights Agreement.**



20 **IV. THE SCHOOL'S MOTION IS UNRIPE.**

21 The School is apparently concerned that Dr. Adelson's deposition examination will be  
22 "unreasonable, unduly burdensome, oppressive [etc.]" The Estate has neither an interest nor a  
23 desire to harass, unduly burden or oppress Dr. Adelson during her deposition. She will be  
24 represented by zealous and competent attorneys during the same who the Estate imagines would  
25 not tolerate any discovery abuses. Indeed, the remedy for any examination that exceeds the  
26 permissible bounds is adjournment of the deposition pursuant to Nev.R.Civ.P. 30(d)(3) which  
27 provides that "[a]t any time during a deposition, the deponent or a party may move to terminate or  
28 limit it on the grounds that it is being conducted in bad faith or in a manner that unreasonably

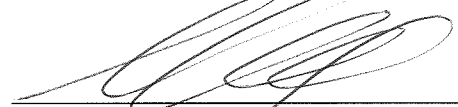
1 annoys, embarrasses, or oppresses the deponent or party.” In other words, the School is putting  
2 the cart before the horse.

3 **V. CONCLUSION.**

4 In light of the foregoing, the Estate respectfully requests that the Court deny the School’s  
5 Motion for Protective Order in its entirety and enter an order declaring that the Estate’s deposition  
6 of Dr. Miriam Adelson may proceed.

7 DATED this 17<sup>th</sup> day of April, 2017.

8 SOLOMON DWIGGINS & FREER, LTD.

9  
10   
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19 *Attorneys for A. Jonathan Schwartz,*  
20 *Executor of the Estate of Milton I. Schwartz*



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on April 17, 2017, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the foregoing **OPPOSITION TO MOTION FOR PROTECTIVE ORDER** the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to EDCR 8.05 (a) and 8.05 (f) and Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the e-mail addresses noted below:

**KEMP JONES & COULTHARD, LLP**

J. Randall Jones, Esq.  
3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, NV 89169

*Attorneys for The Dr. Miriam and Sheldon G. Adelson  
Educational Institute*

/s/ -- Renee L. Guastaferrro  
An Employee of Solomon Dwiggin & Freer, LTD.

# EXHIBIT “A”

Partial DVD Transcription of Milton I. Schwartz Interview

06/12/2007



**OASIS**  
REPORTING SERVICES

400 South Seventh Street • Suite 400, Box 7 • Las Vegas, NV 89101  
702-476-4500 | [www.oasisreporting.com](http://www.oasisreporting.com) | [info@oasisreporting.com](mailto:info@oasisreporting.com)

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Page 1	Page 3
<p>1 2 3 4 5 6 7 8 9 10 11 12 PARTIAL DVD TRANSCRIPTION OF 13 INTERVIEW BETWEEN MILTON I. SCHWARTZ 14 AND DR. MIRIAM ADELSON 15 16 June 12, 2007 17 18 19 20 21 22 23 24 Transcribed by: 25 William C. LaBorde, RPR, CRR, CCR 673</p>	<p>1 DR. ADELSON: You should. 2 MR. SCHWARTZ: She said, "I need a 3 million dollars, and I can get the land from John 4 Goolsby." She didn't know that I was working on the 5 land at the time and that John Goolsby -- I don't 6 know the answer, whether he gave me the land for me 7 or for her. I don't know why he would give it to 8 her, but he owed me. 9 I decided to give her a half a million 10 dollars. I -- I -- I didn't feel I could afford a 11 million dollars at the time, and I raised a half a 12 million dollars: 300,000 from one man, Paul Saag; 13 100,000 from -- from Cohen, Joe Cohen, who's still 14 alive. I think he's 95 now. 25,000 from Jerry 15 Rentschler's father, I still remember, George 16 Rudiak, who was my lawyer at the hospital. 17 So that's 825. And other -- I raised a 18 million doll- -- the half a million and I gave a 19 half a million, and they agreed to make the name of 20 the school Milton I. Schwartz Hebrew Academy in 21 perpetuity. 22 I answered you how I went and started it, 23 and -- 24 DR. ADELSON: Did the Federation give any 25 money for this?</p>
Page 2	Page 4
<p>1 PROCEEDINGS 2 (DVD 1 plays.) 3 (00:57:38) 4 DR. ADELSON: So Tamar came with the idea 5 to build a school, a Hebrew school, in Las Vegas? 6 MR. SCHWARTZ: Well, later on, Tamar 7 Lubin came to me -- oh, I had on my board at the 8 hospital -- some of these answers are -- 9 DR. ADELSON: Great, Milton. We can 10 edit. Fantastic. 11 MR. SCHWARTZ: Okay. I had on my board a 12 fellow by the name of John Goolsby. He was 13 president of Howard Hughes Company at the time, and 14 he got the job as president because he was on my 15 board. He was very, very appreciative that I put 16 him on a board. I put him on a board because Alan 17 Miller asked me to. Alan Miller was -- 18 DR. ADELSON: On the board of which 19 company, of the taxi? 20 MR. SCHWARTZ: On the board of Valley 21 Hospital. 22 DR. ADELSON: Oh, right. 23 MR. SCHWARTZ: Our Board of Governors. 24 Then when Tamar Lubin came to me -- I'm 25 giving you long answers.</p>	<p>1 MR. SCHWARTZ: No. 2 DR. ADELSON: So it wasn't a project of 3 the Federation? 4 MR. SCHWARTZ: Did not. 5 (End of transcription of DVD 6 1 at 01:00:04.) 7 (DVD 2 plays.) 8 (00:02:32) 9 DR. ADELSON: Okay. And we were talking 10 about high school just a year and a half, two years, 11 and then -- 12 MR. SCHWARTZ: And it's going to -- 13 they're -- 14 DR. ADELSON: -- this year -- 15 MR. SCHWARTZ: -- they're putting in the 16 first class in August, next month. 17 DR. ADELSON: In September we are 18 starting the -- 19 MR. SCHWARTZ: No, the end of August. 20 DR. ADELSON: August, August, August the 21 twenty -- 22 MR. SCHWARTZ: 27th. 23 DR. ADELSON: -- seventh, yeah. 24 MR. SCHWARTZ: I said that in my speech. 25 DR. ADELSON: Yeah. Yeah, I remember.</p>

Page 5

1 That was great.  
 2 (00:02:57)  
 3 (DVD 2 plays.)  
 4 (00:03:31)  
 5 DR. ADELSON: How does it feel when you  
 6 walk during the day in school and you see the kids  
 7 being educated in Milton Schwartz Hebrew Academy?

8 MR. SCHWARTZ: I feel like I'm the  
 9 greatest guy in the world. I get so much nachas  
 10 from that. Like every child is my child, that's how  
 11 it feels.

12 DR. ADELSON: Wonderful. And the  
 13 children knows you. They know you.

14 MR. SCHWARTZ: Of course. Most of them  
 15 know my name. They come over to me. They shake my  
 16 hand and I want to kiss every one, and I do.

17 (End of transcription of DVD  
 18 2 at 00:04:03.)  
 19  
 20  
 21  
 22  
 23  
 24  
 25

Page 6

## TRANSCRIBER'S CERTIFICATE

1 STATE OF NEVADA )  
 2 ) ss  
 3 COUNTY OF CLARK )  
 4

5 I, William C. LaBorde, do hereby certify:

6 That I transcribed the foregoing audio  
 7 recording to the best of my ability and that the  
 8 typewritten transcript of said audio recording is a  
 9 complete, true and accurate record to the best of my  
 10 ability.

11 I further certify that I am not a relative,  
 12 employee or independent contractor of counsel of any  
 13 of the parties; nor a relative, employee or  
 14 independent contractor of the parties involved in  
 15 said action; nor a person financially interested in  
 16 the action; nor do I have any other relationship  
 17 with any of the parties or with counsel of any of  
 18 the parties involved in the action that may  
 19 reasonably cause my impartiality to be questioned.

20 IN WITNESS WHEREOF, I have hereunto set my  
 21 hand in the County of Clark, State of Nevada, this  
 22 28th day of May 2014.

23 William C. LaBorde, CCR 673, RPR, CRR  
 24  
 25

# EXHIBIT “B”

107  
Dear Friends:

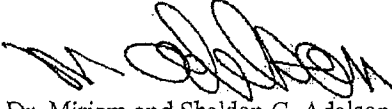
Welcome! It is our pleasure and privilege to chair The Milton I. Schwartz Hebrew Academy Gala. It is an inspiration to see so many in the community supporting not only The M.I.S. Hebrew Academy, but also The Adelson School. At last year's event, we presented plans to create a world class high school adjacent to The M.I.S. Hebrew Academy. We have now taken all key steps towards reaching this important goal. We are pleased to announce that the first graduating class of The Adelson School will begin their studies this fall!

Of course, a world class school needs more than superlative facilities, and it is here that head of school Paul Schiffman has met our extremely ambitious expectations: he searched the country and hired the best and the brightest educators. Paul is fond of saying that there is also a simple final criterion that each teacher must meet: "They must love children." Education, after all, is about guiding and nurturing children as well as educating and preparing them for the future. Many wonderful, extraordinary department heads for The Adelson School have already begun working full time along with our new Adelson School principal, Paul Mahoney (PhD UCLA). As our 9<sup>th</sup> and 10<sup>th</sup> grade classes begin their studies this August, we know that these children are beginning an exceptional journey at a school where a passion for learning, respect for Jewish mores, and a truly world class education coincide.

Many people have worked hard to create the success of our current Pre-K through 8<sup>th</sup> grade program and the beginning of our new high school. Tonight, we come together both to honor our "Pursuit of Excellence" Award winner and to say thank you to our wonderful teaching and administrative staff, our head of school, Paul Schiffman, our campus project director, Rhonda Glyman, our Board of Trustees, and to all the committed parents who have volunteered their time, intelligence and experience to make our school the very best it can be.

Tonight we honor the visionary behind The Hebrew Academy, Milton I. Schwartz. It is our privilege to honor Milton with the "Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award." With vision and foresight, Mr. Schwartz and a few others generously answered the need in Las Vegas for a strong secular and Judaic educational institution for elementary school-aged children by creating and continuously supporting The Milton I. Schwartz Hebrew Academy. The school, established in 1988, has since expanded to include preschool through 8<sup>th</sup> grade. Mr. Schwartz, an entrepreneur extraordinaire, sits on the Board of Trustees and has generously supported The M.I.S. Hebrew Academy's continued growth. We are truly pleased to bestow this award upon such a visionary leader of our community.

Enjoy the Evening!

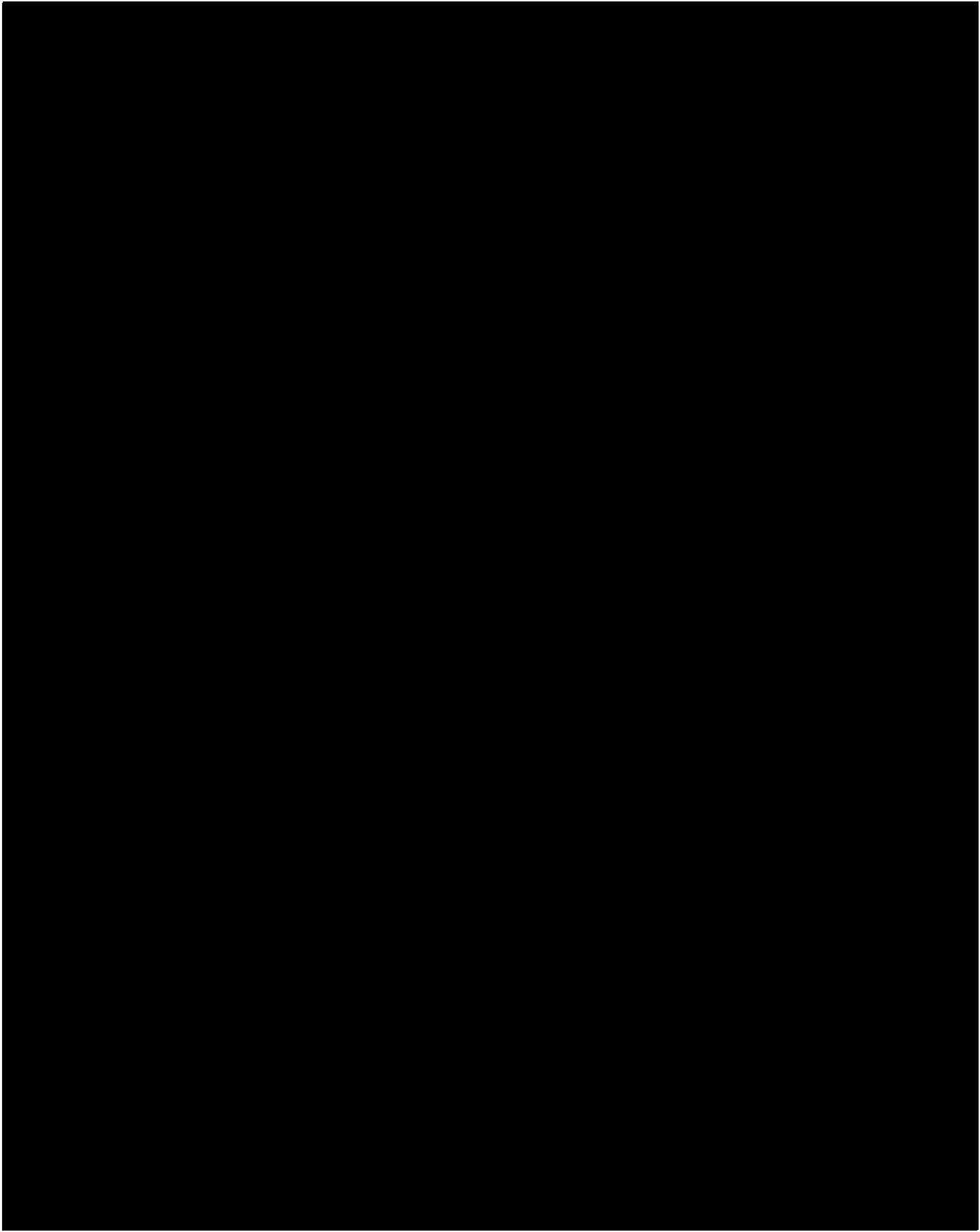
  
Dr. Miriam and Sheldon G. Adelson

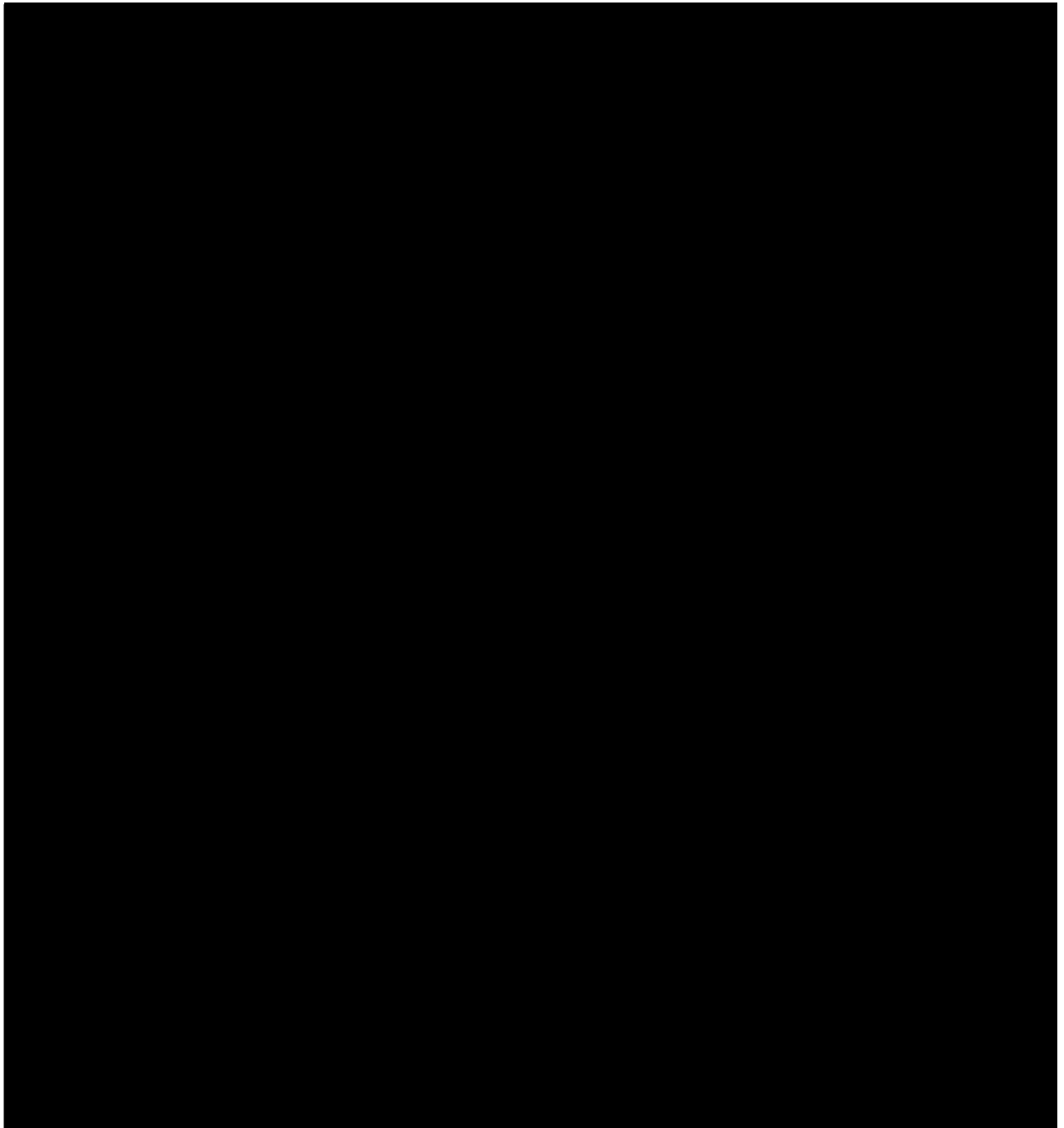
  
Toni and Victor Chaitiel

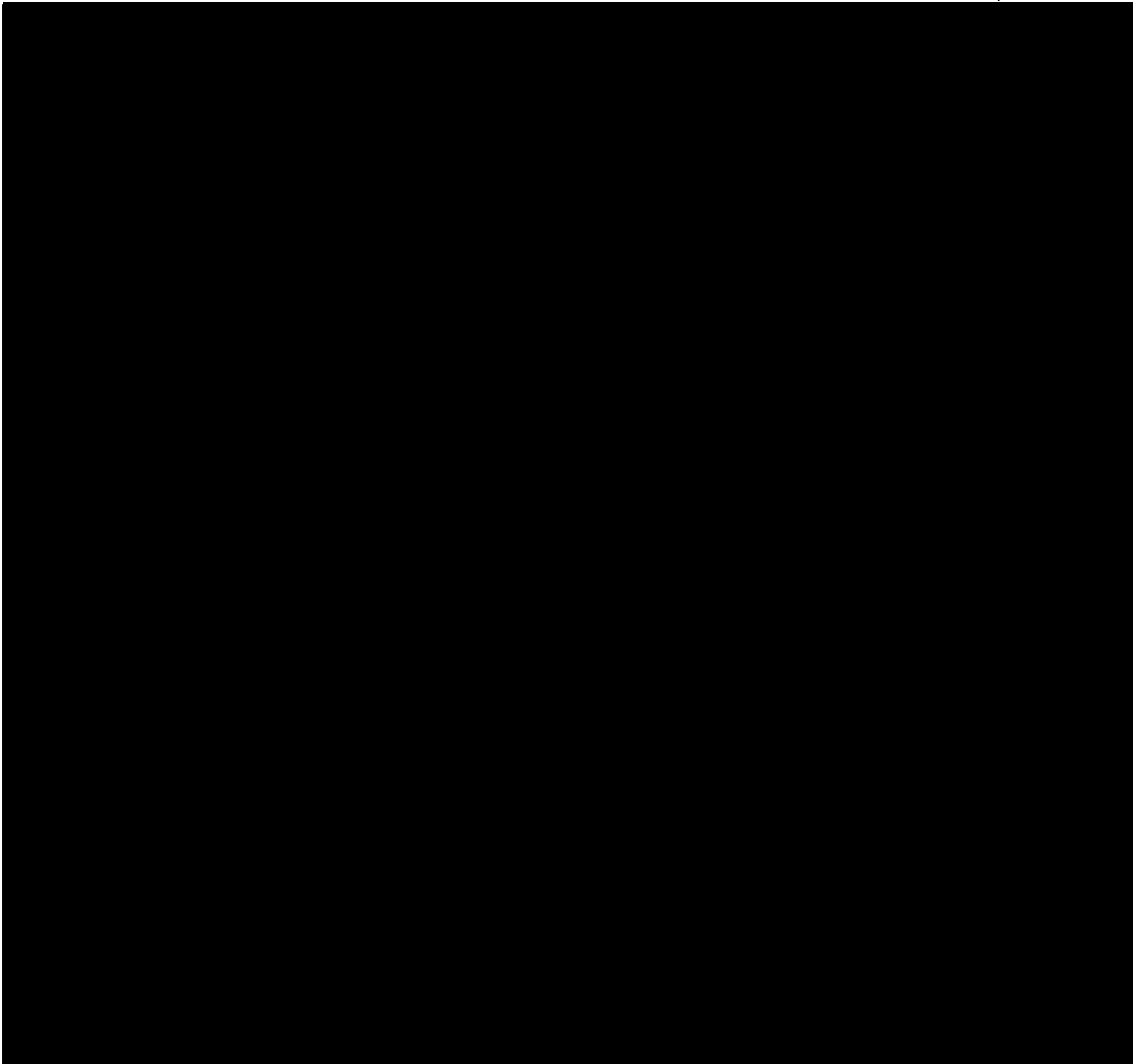
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# EXHIBIT “C”

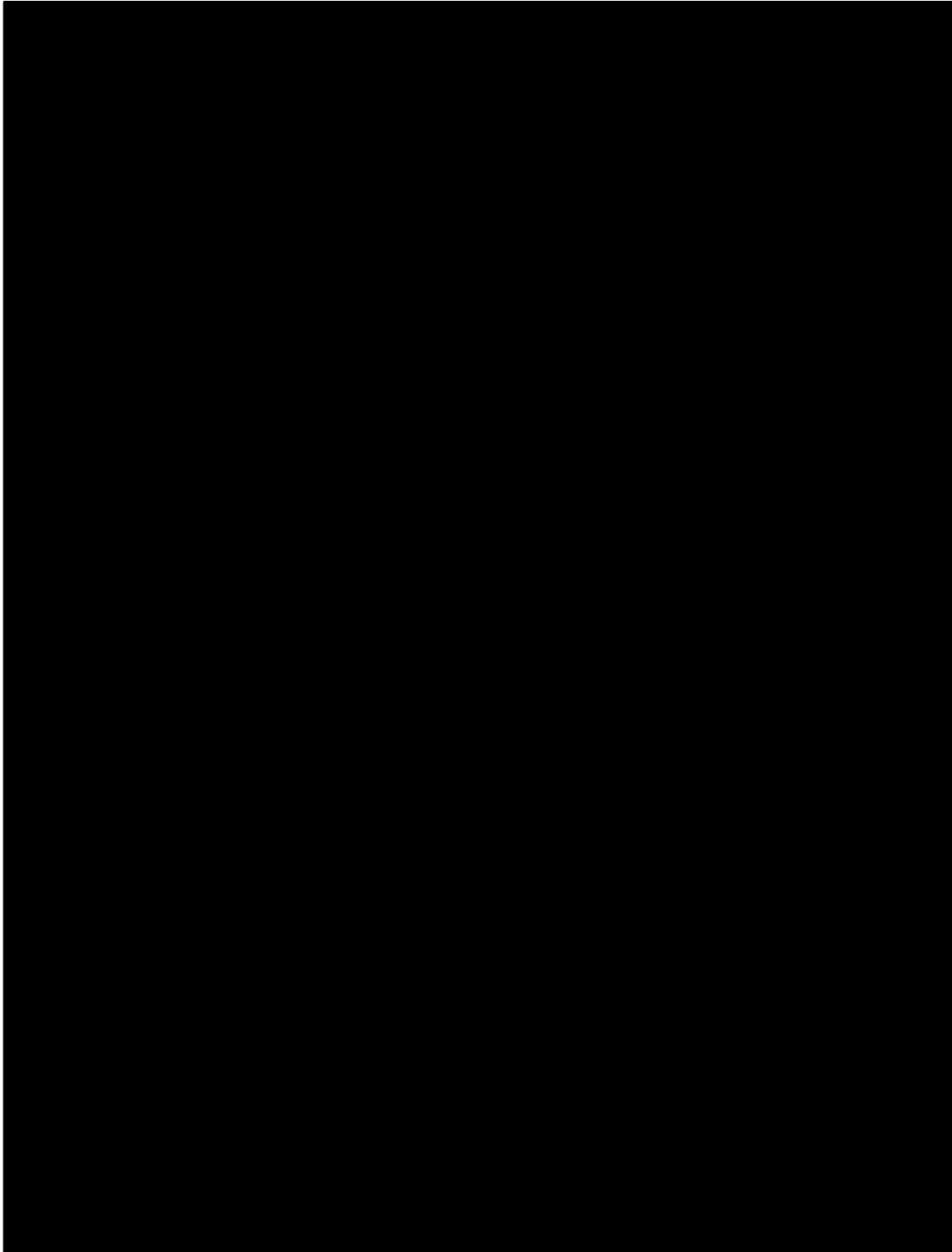






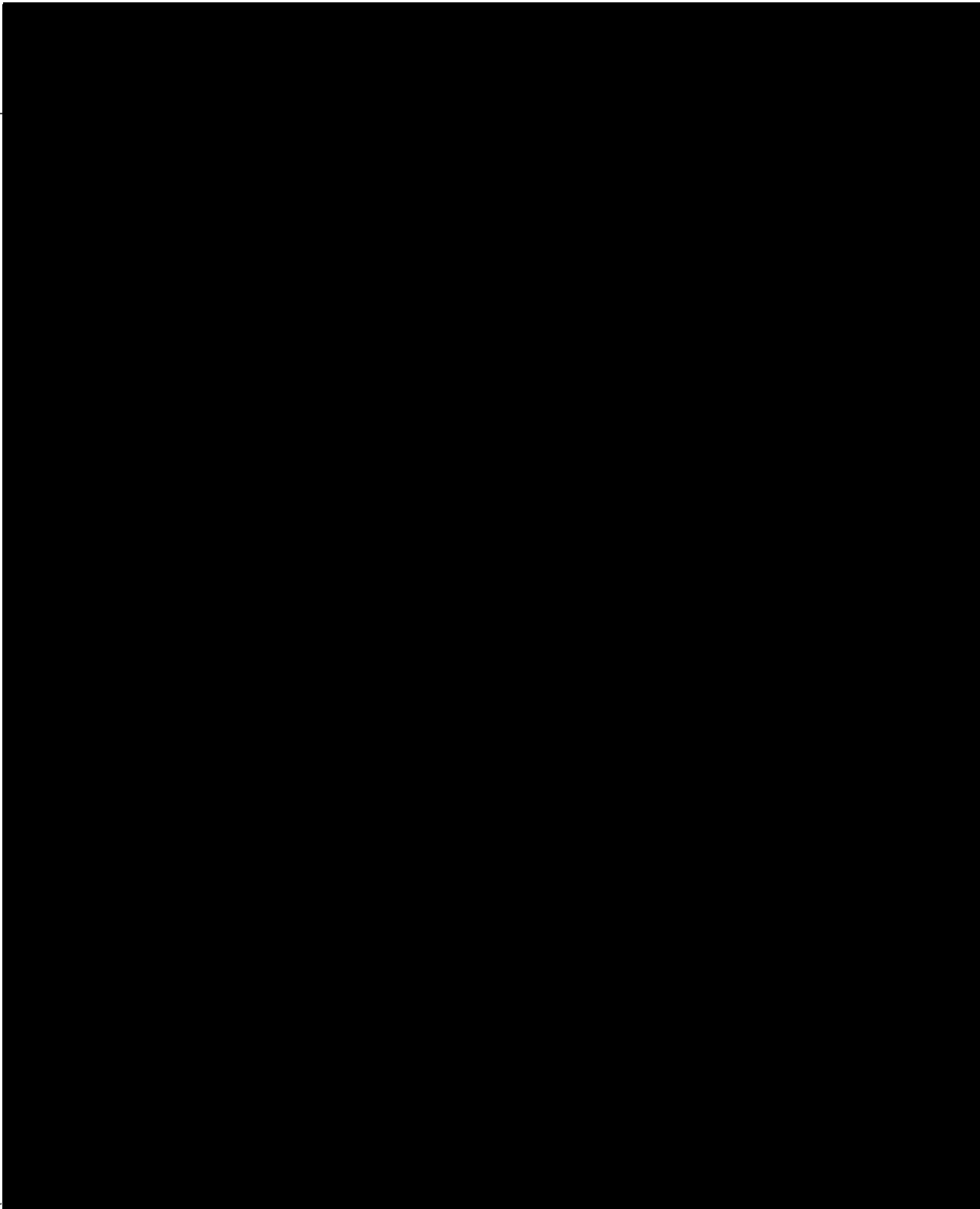


# EXHIBIT “D”



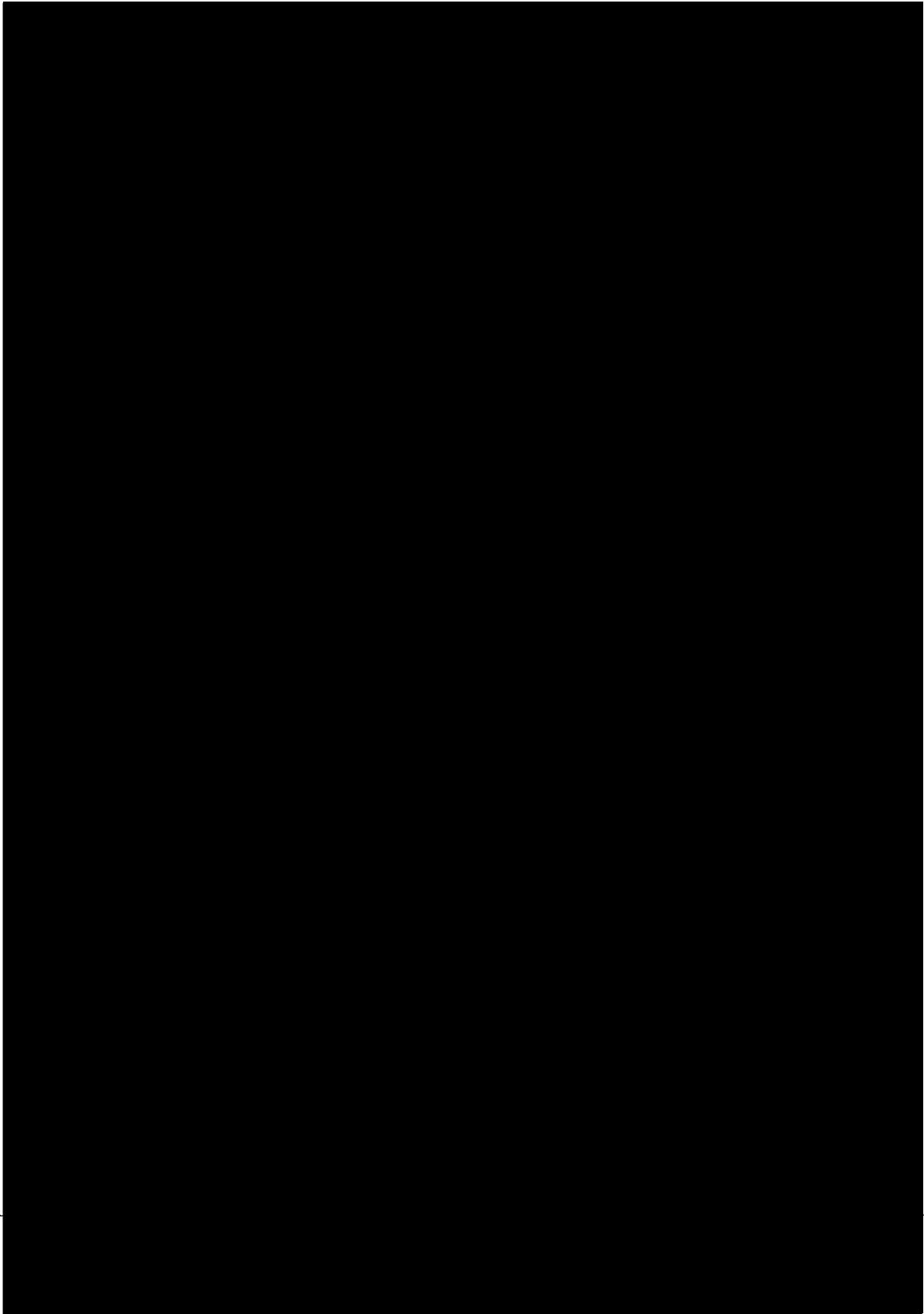
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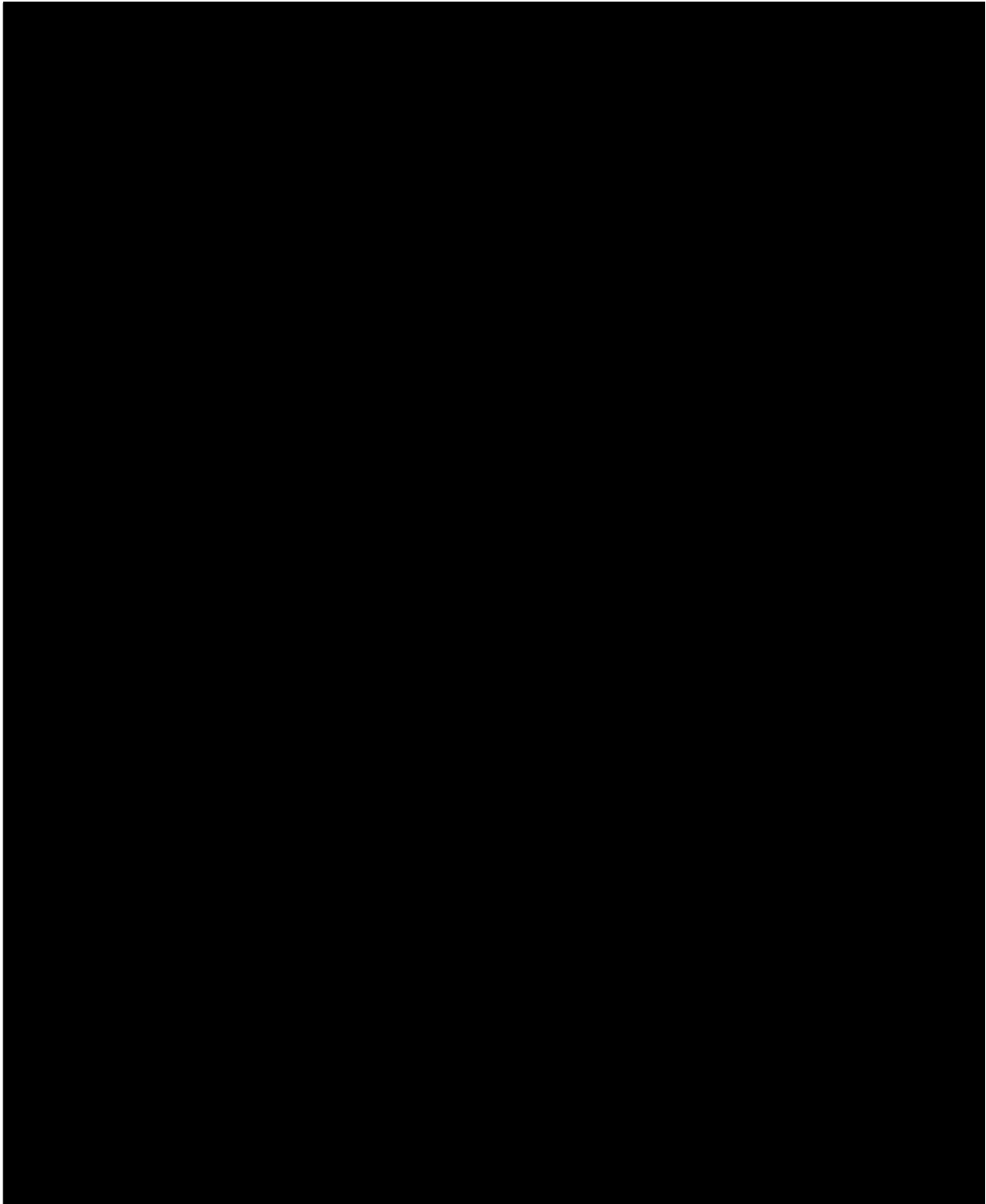


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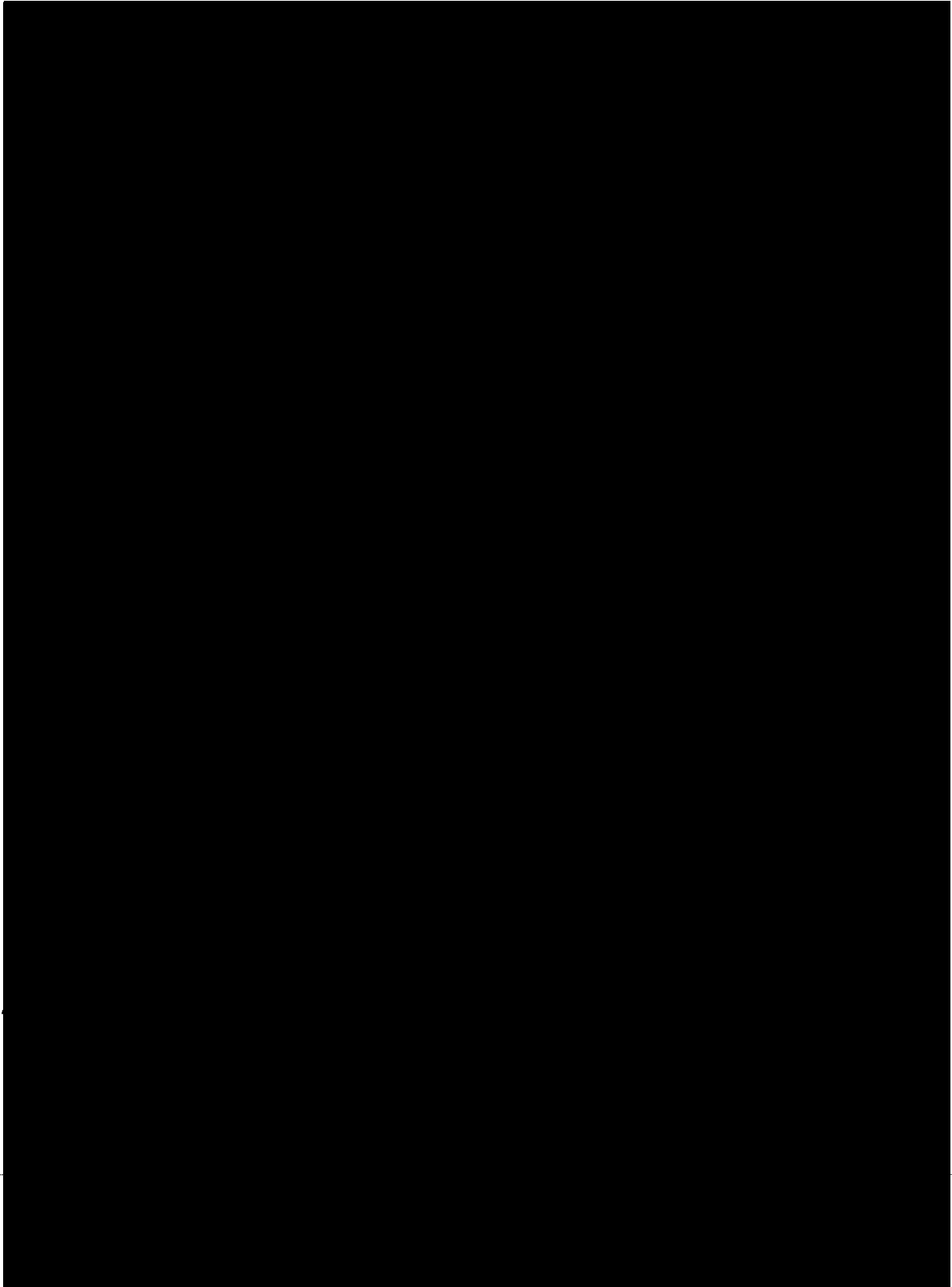
# EXHIBIT “E”

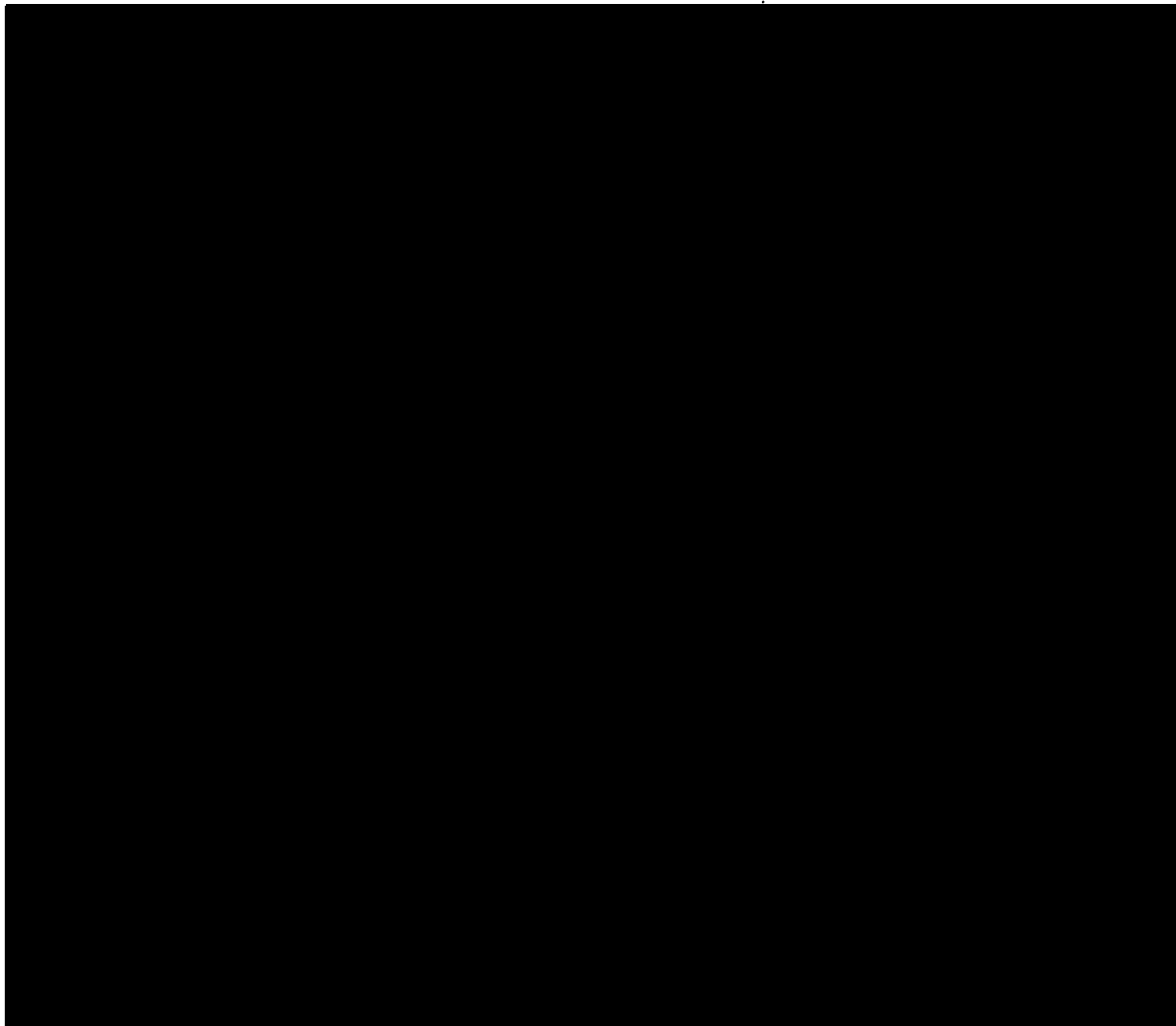




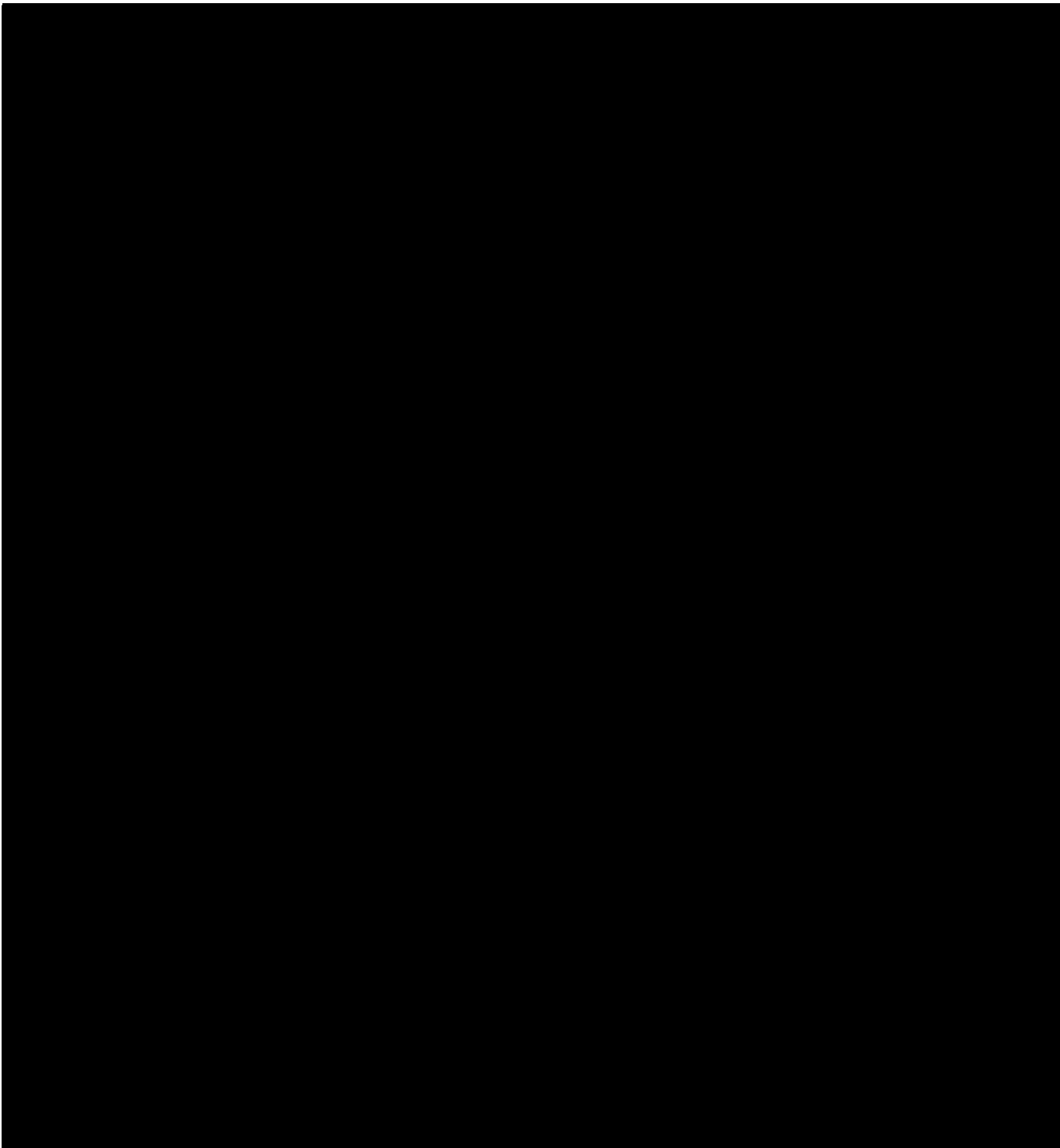


# EXHIBIT “F”





# EXHIBIT “G”



CONFIDENTIAL

**PR-APP 338**

APP 297

24

AC50044

# EXHIBIT “H”

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E-mail: kjc@kempjones.com

5 *Attorneys for The Dr. Miriam and*  
6 *Sheldon G. Adelson Educational Institute*

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9  
10 In the Matter of the Estate of

11 MILTON I. SCHWARTZ,

12 Deceased.

Case No.: P061300  
Dept. No.: 26/Probate

13  
14 **RESPONSES TO A. JONATHAN SCHWARTZ'S SIXTH REQUEST FOR PRODUCTION**  
15 **OF DOCUMENTS, ELECTRONICALLY STORED INFORMATION, AND TANGIBLE**  
16 **THINGS TO THE DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL**  
17 **INSTITUTE**

18 TO: A. JONATHAN SCHWARTZ, EXECUTOR OF THE ESTATE OF MILTON I.  
19 SCHWARTZ; and

20 TO: SOLOMON DWIGGINS & FREER, LTD, his attorneys

21 Comes now the Dr. Miriam and Sheldon G. Adelson Educational Institute (the "Adelson  
22 Campus"), by and through its attorneys of record, Kemp, Jones & Coulthard, LLP, and pursuant to  
23 NRCP 34, hereby responds to A. Jonathan Schwartz's Sixth Request for Production of Documents,  
24 Electronically Stored Information, and Tangible Things as follows:

25 **PRELIMINARY STATEMENT**

26 1. The Adelson Campus's responses and objections are made without waiver of the  
27 following rights, and are intended to preserve and do preserve the following:

28 (a) the right to raise all questions of competence, authenticity, foundation, relevance,  
materiality, privilege, and admissibility as evidence for any purpose of the information identified in



1 response to the Requests which may arise in any subsequent proceedings in, or trial of, this or any other  
2 action;

3 (b) the right to object on any ground to the use of such information and/or  
4 documents identified in response to the Requests which may arise in any subsequent proceeding in, or  
5 trial of, this or any other action;

6 (c) the right to object on any ground to the introduction into evidence of such  
7 information and/or documents identified in response to the Requests;

8 (d) the right to object on any ground at any time to other discovery involving such  
9 information and/or documents;

10 (e) the right to amend or supplement these responses and objections in the event that  
11 any information or documents are unintentionally omitted. Inadvertent identification or production of  
12 privileged documents or information by the Adelson Campus is not a waiver of any applicable  
13 privilege; and

14 (f) any and all rights to supplement these responses and objections inasmuch as it  
15 may ascertain further information from its own discovery.

16 **GENERAL OBJECTIONS**

17 1. The Adelson Campus objects to the Requests to the extent that they purport to  
18 impose obligations upon the Adelson Campus greater than those contemplated in Rule 26(b) of the  
19 Nevada Rules of Civil Procedure.

20 2. The Adelson Campus objects to the Requests to the extent that they seek the  
21 identification and/or production of documents not in its possession, custody or control.

22 3. The Adelson Campus objects to the term "Communication" as defined in the  
23 Requests, on the grounds that it is vague, ambiguous, and overbroad as worded.

24 4. The Adelson Campus objects to the terms "concerning," "related to," and "relating  
25 to" as defined in the Requests, on the grounds that they are vague, ambiguous, and overbroad as  
26 worded.

27 ///

28

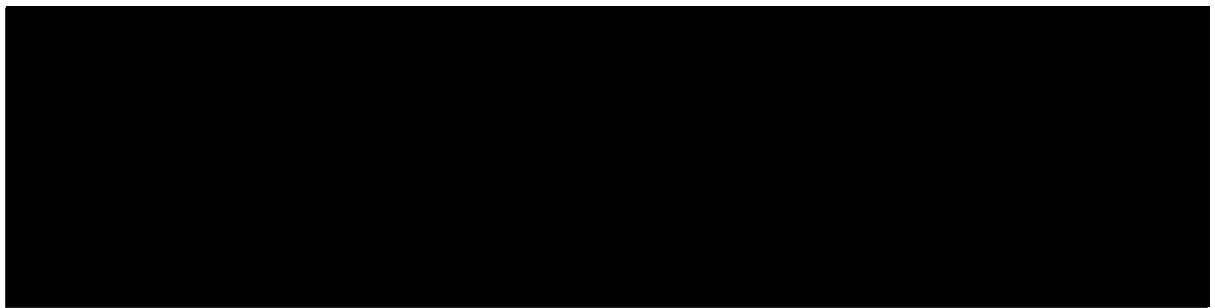
1           5.       The Adelson Campus objects to the terms "You and/or Yours" as defined in the  
2 Requests, on the grounds that they are vague, ambiguous, and overbroad as worded. The Adelson  
3 Campus responds only on its own behalf.

4           6.       The Adelson Campus objects to the extent that the Requests call for the disclosure of  
5 confidential, personal, or proprietary business information, including without limitation, (i)  
6 confidential information protected by contractual confidentiality obligations, and (ii) confidential  
7 information protected by rights of privacy held by The Adelson Campus and/or other third parties.  
8 To the extent they are within The Adelson Campus's possession, custody, or control, such  
9 confidential, personal, or proprietary business information will be produced pursuant to a protective  
10 order to be entered among the parties and/or ordered by the Court.

11          7.       The Adelson Campus further objects to each and every definition and instruction in  
12 the Requests to the extent that it attempts or purports to impose obligations exceeding those  
13 authorized and imposed by the Nevada Rules of Civil Procedure.

14               Without waiving these General Objections, The Adelson Campus responds to the Requests  
15 as follows:

16 **REQUEST NO. 53:**



22 **RESPONSE TO REQUEST NO. 53:**

23               The Adelson Campus incorporates each of its General Objections as if fully set forth herein.  
24 The Adelson Campus further objects to this Request on the basis that many relevant Bylaws and  
25 Articles of Organization have already been produced or relevant information from these documents  
26 has already been produced and/or is available from an alternative or less burdensome source. The  
27  
28

1 Adelson Campus also objects that this request is overbroad in seeking all Bylaws or Articles from  
2 2007 to the present.

3 [REDACTED]  
4 [REDACTED]

5 **REQUEST NO 54:**

6 [REDACTED]  
7 [REDACTED]

8 **RESPONSE TO REQUEST NO. 54:**

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]

13 Without waiving any objection, the Adelson Campus is not aware of any documents in its  
14 possession that are responsive to this Request.

15 DATED this 28th day of March, 2017.

16 KEMP, JONES & COULTHARD, LLP

17 /s/ David T. Blake

18 J. RANDALL JONES, ESQ.

19 Nevada Bar No. 1927

20 DAVID T. BLAKE, ESQ.

21 Nevada Bar No. 11059

22 3800 Howard Hughes Parkway, 17th Floor

23 Las Vegas, Nevada 89169

24 Attorneys for The Dr. Miriam and

25 Sheldon G. Adelson Educational Institute

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kjc@kempjones.com

**CERTIFICATE OF SERVICE**

I hereby certify that on the 28<sup>th</sup> day of March, 2017, the foregoing **RESPONSES TO A. JONATHAN SCHWARTZ'S SIXTH REQUEST FOR PRODUCTION OF DOCUMENTS, ELECTRONICALLY STORED INFORMATION, AND TANGIBLE THINGS** was served on all parties on the service list through the Court's electronic filing system.

*/s/ Erica Bennett*

\_\_\_\_\_  
An employee of Kemp, Jones & Coulthard

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

A. JONATHAN SCHWARTZ,  
EXECUTOR OF THE ESTATE OF  
MILTON I. SCHWARTZ,  
Petitioner,  
vs.  
THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA,  
IN AND FOR THE COUNTY OF  
CLARK; AND THE HONORABLE  
GLORIA STURMAN, DISTRICT  
JUDGE,  
Respondents,  
and  
THE DR. MIRIAM & SHELDON G.  
ADELSON EDUCATIONAL  
INSTITUTE,  
Real Party in Interest.

No. 73066

**FILED**

JUN 26 2017

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

*ORDER DENYING PETITION  
FOR WRIT OF MANDAMUS OR PROHIBITION*

This original petition for a writ of mandamus or prohibition challenges a district court order granting a protective order precluding petitioner from taking the oral deposition of nonparty Dr. Miriam Adelson, but allowing petitioner to depose Dr. Adelson by written interrogatories.

A writ of mandamus is available to compel the performance of an act that the law requires as a duty resulting from an office, trust, or station or to control an arbitrary or capricious exercise of discretion. See NRS 34.160; *Int'l Game Tech., Inc. v. Second Judicial Dist. Court*, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008). This court may issue a writ of

prohibition to arrest the proceedings of a district court exercising its judicial functions when such proceedings are in excess of the district court's jurisdiction. See NRS 34.320; *Smith v. Eighth Judicial Dist. Court*, 107 Nev. 674, 677, 818 P.2d 849, 851 (1991). Whether to consider a writ petition is within this court's discretion. See *Smith*, 107 Nev. at 677, 818 P.2d at 851. And petitioner bears the burden of demonstrating that extraordinary relief is warranted. See *Pan v. Eighth Judicial Dist. Court*, 120 Nev. 222, 228, 88 P.3d 840, 844 (2004).

This court generally will not review discovery orders through writ petitions unless the order is likely to cause irreparable harm, such as if it is "a blanket discovery order, issued without regard to the relevance of the information sought," or if it "requires disclosure of privileged information." *Okada v. Eighth Judicial Dist. Court*, 131 Nev. \_\_\_, \_\_\_, 359 P.3d 1106, 1110 (2015) (internal quotation marks omitted). Writ relief is not appropriate on either of these grounds, as the order at issue does not fall into these categories.

Writ relief also may be appropriate to review a discovery issue "if an important issue of law needs clarification and public policy is served by this court's invocation of its original jurisdiction." *Id.* (internal quotation marks omitted). We conclude, however, that this petition does not present such an issue. In particular, it is within a district court's discretion to limit the methods of discovery if the court concludes that "the discovery sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive." NRCP 26(b)(2). And the district court

may issue a protective order to prevent or limit discovery to protect a “person from annoyance, embarrassment, oppression, or undue burden or expense.” NRCP 26(c).

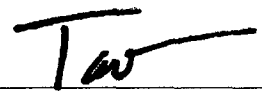
Here, although the district court’s written order did not contain specific findings, the transcript of the hearing demonstrates that the court considered whether the proposed deposition would cause an undue burden in light of a lack of any demonstrated need for the deposition, as well as whether the information sought would be cumulative or duplicative. *See Okada*, 131 Nev. at \_\_\_, 359 P.3d at 1113 (denying writ relief despite the lack of specific written findings where the record demonstrated that the district court considered the relevant factors). And while petitioner disagrees with the district court’s evaluation of the circumstances, we will not grant writ relief interfering with a district court’s exercise of discretion in the discovery context absent a clear abuse of that discretion. *See id.* at \_\_\_, 359 P.3d at 1110.

Finally, we note that the district court did not entirely preclude petitioner from deposing Dr. Adelson, but instead, limited the deposition to written interrogatories and specifically provided that its decision was without prejudice to petitioner’s right to again seek an oral deposition if it could show that there was a particular need for one. *See* NRCP 26(c)(3) (providing the district court with discretion to limit the method of discovery on a proper showing). Under these circumstances, petitioner has not demonstrated that our intervention by way of extraordinary writ relief is warranted, *see Pan*, 120 Nev. at 228, 88 P.3d at

844, and we therefore deny the petition.<sup>1</sup> See NRAP 21(b)(1); *Smith*, 107 Nev. at 677, 818 P.2d at 851.

It is so ORDERED.

  
\_\_\_\_\_, C.J.  
Silver

  
\_\_\_\_\_, J.  
Tao

  
\_\_\_\_\_, J.  
Gibbons

cc: Hon. Gloria Sturman, District Judge  
Solomon Dwiggin & Freer, Ltd.  
Kemp, Jones & Coulthard, LLP  
Eighth District Court Clerk

---

<sup>1</sup>Having considered petitioner's June 13, 2017, motion to file certain documents under seal, we conclude that the documents are not necessary to our resolution of this petition, and we therefore deny that motion.



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DISTRICT COURT  
CLARK COUNTY, NEVADA

In the Matter of the Estate       )  
of   )  
  ) Case No.  
MILTON I. SCHWARTZ,                ) 07P061300  
  )  
Deceased.                                )  
  )  
\_\_\_\_\_ )

DEPOSITION OF JILL HANLON  
Taken on Wednesday, June 22, 2016  
By a Certified Court Reporter  
At 1:45 p.m.  
At 9060 West Cheyenne Avenue  
Las Vegas, Nevada

Reported by: Wendy Sara Honable, CCR No. 875  
Nevada CSR No. 875  
California CSR No. 13186  
Washington CCR No. 2267  
Utah CCR No. 7357039-7801  
Job No. 17449

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APPEARANCES

For A. Jonathan Schwartz, Executor of the  
Estate of Milton I. Schwartz:

Alexander G. LeVeque  
Solomon Dwiggin & Freer  
9060 West Cheyenne Avenue  
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Educational Institute:

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Las Vegas, Nevada 89169  
702.385.6000  
702.385.6001 Fax  
d.blake@kempjones.com

<<<<< >>>>>

1 Q. Okay. And would you agree with me that  
2 this resolution is the resolution that's being  
3 discussed at the December 13th, 2007 meeting of  
4 which you were present?

5 A. Yes.

6 Q. Okay. I want to ask you a few questions  
7 about the specific resolutions.

8 The first one is on Page 1 of Exhibit 15,  
9 Bates AC-404207, and it says, in part, "resolved  
10 that the Articles of Incorporation of the  
11 corporation be and hereby are amended in the  
12 following manner.

13 "(i) Article 1 of the corporate articles  
14 be and hereby is amended and restated in its  
15 entirety to state that, 'This Corporation shall be  
16 known in perpetuity as the Dr. Miriam and Sheldon G.  
17 Adelson Educational Institute.'"

18 Do you see that?

19 A. Yes.

20 Q. All right. So that's consistent with  
21 your recollection with respect to what the name of  
22 the school eventually became, correct?

23 A. Yes, it is.

24 Q. All right. And do you recall this  
25 resolution being passed by the board to change the

1 corporate name of the school to the Dr. Miriam and  
2 Sheldon G. Adelson Educational Institute?

3 A. Yes. I don't recall when we did it, but  
4 yes.

5 Q. Do you recall why you did it?

6 A. They were funding the school.

7 Q. Okay. So does that mean that this was  
8 some sort of consideration given for the funding of  
9 the school?

10 A. I don't know that it was consideration.

11 Q. Okay. But you would agree with me that  
12 the renaming of the school was the result of a  
13 donation that was being given by the Adelsons?

14 MR. BLAKE: Object to the form of the  
15 question.

16 THE WITNESS: It was tied to that they  
17 gave the -- that they were providing the funds for  
18 the school.

19 BY MR. LEVEQUE:

20 Q. Okay. Do you know if funds would have  
21 been given if the school had not been renamed?

22 MR. BLAKE: Objection. Foundation.

23 THE WITNESS: I wouldn't know.

24 BY MR. LEVEQUE:

25 Q. Okay. My understanding is that the board

1       sure it was passed.

2               Q.       All right. I mean, do you recall any  
3       general discussions where, you know, you got this  
4       grant coming in and, you know, Adelsons want to  
5       name, you know, the school for their namesake, what  
6       was going to happen with Milton I. Schwartz, how he  
7       was going to fit in this whole equation?

8               Do you recall any discussions?

9               MR. BLAKE: Object to the form. Also,  
10       foundation.

11              THE WITNESS: When I was on the board, it  
12       was my understanding that -- and I can't tell you  
13       the exact year, but it was my understanding that it  
14       would be the Milton I. Schwartz Hebrew Academy on  
15       the Adelson Campus.

16       BY MR. LEVEQUE:

17              Q.       Okay. And was that understanding the  
18       same up until you left the board in 2010?

19              A.       I believe it was still the Milton I.  
20       Schwartz Hebrew Academy when I left the board.

21              Q.       Okay.

22                               (Exhibit No. 16 marked  
23                               for identification.)

24       BY MR. LEVEQUE:

25              Q.       Showing you what's been marked Exhibit 16

## 1 REPORTER'S CERTIFICATE

2 STATE OF NEVADA )  
3 ) ss  
4 COUNTY OF CLARK )

5 I, Wendy Sara Honable, CCR No. 875, a duly  
6 certified court reporter licensed in and for the  
State of Nevada, do hereby certify:

7 That I reported the taking of the deposition  
8 of the witness, JILL HANLON, at the time and place  
aforesaid;

9 That prior to being examined, the witness was  
10 by me duly sworn to testify to the truth, the whole  
truth, and nothing but the truth;

11 That I thereafter transcribed my shorthand  
12 notes into typewriting and that the typewritten  
13 transcript of said deposition is a complete, true  
and accurate record of testimony provided by the  
witness at said time to the best of my ability.

14 I further certify (1) that I am not a  
15 relative, employee or independent contractor of  
16 counsel of any of the parties; nor a relative,  
17 employee or independent contractor of the parties  
involved in said action; nor a person financially  
18 interested in the action; nor do I have any other  
relationship with any of the parties or with counsel  
of any of the parties involved in the action that  
19 may reasonably cause my impartiality to be  
questioned; and (2) that transcript review pursuant  
to NRCP 30(e) was not requested.

20 IN WITNESS WHEREOF, I have hereunto set my  
21 hand in the County of Clark, State of Nevada, this  
14th day of July 2016.

22  
23 \_\_\_\_\_  
24 Wendy Sara Honable, CCR No. 875  
25

**PARTIAL TRANSCRIPT OF DVD TITLED, "MILTON INT #1 & MIRIAM 6-12-07"**

**Time Stamp**

53:55      **Dr. Adelson:**      Now, did you talk about the beginning of how the idea of starting the school starts?

**Steve Wessells:**      Umm, somewhat. That was the very first interview. Why don't you ask him, we've got plenty of tape, we've got 10 minutes of tape here so, if you wanted to ask him about it.

**Dr. Adelson:**      Yeah.

**Steve Wessells:**      He's giving you different answer than I got and sometimes it's more information which is better. So, yeah, you are doing a nice job.

**Dr. Adelson:**      So, Milton, I understanding you are very successful, a millionaire when you were in your 30's. When did you start with philanthropists?

**Milton Schwartz:**      Before I was successful, when I was about 10 or 11 years old we were doing a job in Intervale Avenue in the Bronx. And people were starving, it was in the midst of the depression and we had, my father and I had lunch and we had a big bowl of vegetable soup and a half a bread, they gave me a half bread and my father a half of bread and a cup of coffee and there was beef in the vegetable soup, I still remember it, and it costs us a nickel. You can't understand those times. I can because I lived through it. And as we walked out a beggar approached us and my father gave him a nickel. I gave him an argument, I said papa how could you do that, to give away a nickel. We just had a meal, and I explained the meal, for a nickel and he said you just ate and I have a nickel and he didn't eat. And, from then on, you've got to give charity and I do, to the extent that I can afford it.

56:12      **Dr. Adelson:**      Milton, tell us when the idea of building the school, how did you hear, how did you decide?

**Milton Schwartz:**      A Priest told me that, give me a child at 10 years old and he will be a Catholic forever. I never forgot that. And I was on a board of the Jewish Federation and Tamar Lubin, have you heard that name?

**Dr. Adelson:**      Yeah.

**Milton Schwartz:** Tamar Lubin came to the Jewish Federation for money and, at that time, before she came into the room, they were talking about raising money for an old age home and when Tamar Lubin came in, I remember what the Priest told me and I said, if you don't give her money and if you don't educate kids to be Jews, you don't need an old age home. You won't have any old age people who are Jewish. That's how I got into the...

**Dr. Adelson:** So,...

**Milton Schwartz:** That's my answer to your question.

**Dr. Adelson:** So, the Federation, Tamar came with the idea to build a Hebrew School in Las Vegas.

**Milton Schwartz:** Well, later on, Tamar Lubin came to me -- oh, I had on my board at the hospital -- some of these answers are...

**Dr. Adelson:** Great, Milton. We can edit. Fantastic.

**Milton Schwartz:** Okay. I had on my board a fellow by the name of John Goolsby. He was president of Howard Hughes Company at the time, and he got the job as president because he was on my board. He was very, very appreciative that I put him on a board. I put him on a board because Alan Miller asked me to. Alan Miller was...

**Dr. Adelson:** On the board of which company, the taxi?

**Milton Schwartz:** On the board of Valley Hospital.

**Dr. Adelson:** Oh, right.

**Milton Schwartz:** Our Board of Governors. Then when Tamar Lubin came to me, I'm giving you long answers.

**Dr. Adelson:** You should.

**Milton Schwartz:** She said, "I need a million dollars, and I can get the land from John Goolsby." She didn't know that I was working on the land at the time and that John Goolsby, I don't know the answer, whether he gave me the land for me or for her. I don't know why he would give it to her, but he owed me. I decided to give her a half a million dollars. I, I, I didn't feel I could afford a million dollars at the time, and I raised a half a million dollars: 300,000 from one man, Paul Saag; 100,000 from -- from



Cohen, Joe Cohen, who's still alive. I think he's 95 now. 25,000 from Jerry Rentschler's father, I still remember, George Rudiak, who was my lawyer at the hospital. So that's 825. And other, I raised a million doll-, the half a million and I gave a half a million, and they agreed to make the name of the school Milton I. Schwartz Hebrew Academy in perpetuity. I answered you how I went and started it, and...

**Dr. Adelson:** Did the Federation give any money for this?

**Milton Schwartz:** No.

**Dr. Adelson:** So it wasn't a project of the Federation?

**Milton Schwartz:** Did not.

End of Partial Transcription of DVD titled, "MILTON INT #1 & MIRIAM 6-12-07"

**PARTIAL TRANSCRIPT OF DVD TITLED, "MILTON INT #2 & MIRIAM 6-12-07"**

**Time Stamp**

3:30      **Dr. Adelson:**      How does it feel when you walk during the day in the school and you see the kids being educated in the Milton I. Schwartz Hebrew Academy?

**Milton Schwartz:** I feel like I am the greatest guy in the world. I get so much nachas from that, like every child is my child. That's how it feels.

**Dr. Adelson:**      Wonderful and the childrens know you, they know you.

**Milton Schwartz:** Of course, of course. Most of them know my name, they come over to me, and they shake my hand. I want to kiss every one and I do.

8:33      **Dr. Adelson:**      About, your thoughts about the High School. The Hebrew High School. I want to hear what you have to say about the continuing from the middle school to the high school.

**Milton Schwartz:** I think it's going to be the best high school, Jewish High School in the world including, English too. And I've said that publically. I say that to anyone who will listen to me.

**Steve Wessells:**      You know what Milton, I'm sorry, I was refocusing and I missed it. Can you just restate what you just said, I think it's going to be.

**Milton Schwartz:** I think it's going to be the best Judaic Secular High School in the whole world. And I've had discussions with Sheldon about it, several discussions and he says, said to me, if it takes money that's what it's going to be. Point blank. No question. No limit at the time. And what he said, he's doing. So, I'm very proud to be associated, even, you know, being on the board, which I am and I feel very good about being a part of something that's the best in the world. That I [inaudible] create but, I'm on the board. And that's what I have to say.

10:45      **Steve Wessells:**      If you could just look right here and pretend these are all the future kids of the Hebrew Academy and if you could say something to those kids looking right at the lens, you know, something about how you want them to move forward in life and be Jewish.

**Dr. Adelson:**      Something like, be good kids, be Jewish, keep your bibles or something.

**Milton Schwartz:** Yeah, you say it. I want to use this opportunity to say to the students of the Milton I. Schwartz Hebrew Academy that they should do their homework, do their work, get their parents involved because without the parents being involved it just isn't going to work and rest assured if you do well that you'll get to go to the Adelson High School, you'll get the best education in the world right here in Las Vegas and you should appreciate the fact that you live here and this is available to you and appreciate the fact that your parents are supporting this effort on your parts and I guarantee you when you graduate from high school you will be a super star and every college will be anxious to have you and you'll get into the best colleges of your choice because of that education and you're going to be a super star for the rest of your life.

15:59      **Milton Schwartz:** We have a plaque at Valley Hospital, it will be there in perpetuity, in perpetuity I insisted on that and the plaque has a saying about, I forget the saying but it sounds like it comes from the scriptures, it comes from me. But the plaque is there, has my name on it. My name as a founder. It says, "Bring me the sick and they shall be healed." Doesn't it sound like scripture?

End of Partial Transcription of DVD titled, "MILTON INT #2 & MIRIAM 6-12-07"

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

**Case No. 73066**

**A. JONATHAN SCHWARTZ, EXECUTOR OF  
THE ESTATE OF MILTON I. SCHWARTZ**

Petitioner

vs.

**THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
AND THE HONORABLE GLORIA STURMAN**

Respondents

and

**THE DR. MIRIAM AND SHELDON G. ADELSON  
EDUCATIONAL INSTITUTE**

Real Party in Interest

---

**A. JONATHAN SCHWARTZ'S APPENDIX OF EXHIBITS TO PETITION  
FOR REVIEW  
VOLUME 5 – PAGES 247-307**

---

**SOLOMON DWIGGINS & FREER, LTD.**

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*Attorneys for Petitioner, A. Jonathan Schwartz*

# ALPHABETICAL INDEX

DESCRIPTION	DATE	VOLUME	PAGE NUMBER
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Affidavit of Service	06/10/2016	4	231
Amended Deposition Subpoena – Duces Tecum	06/07/2016	4	232-235
Bylaws of the Milton I. Schwartz Hebrew Academy	04/13/1999	5	274-283
Deposition of Jill Hanlon (Excepts)	06/22/2016	6	349-354
Motion for Protective Order on Order Shortening Time	04/11/2017	4	236-246
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## CHRONOLOGICAL INDEX

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Notice of Entry of Order Regarding the Adelson Campus’ Motion for Protective Order	05/08/2017	5	289-292
Petition for Writ of Mandamus or Prohibition	05/17/2017	1	001-40
Order Denying Petition for Writ of Mandamus or Prohibition	06/26/2017	6	345-348

# EXHIBIT 1

1

DISTRICT COURT

2

CLARK COUNTY, NEVADA

3

4

In the Matter of the Estate of )

5

MILTON I. SCHWARTZ, )

6

Deceased. )

7

8

9

10

11

12

DEPOSITION OF TAMAR LUBIN SAPOSHNIK, Ph.D.

13

14

Taken at

15

Las Ventanas at Summerlin  
10401 West Charleston Boulevard  
Las Vegas, Nevada 89135

16

17

18

On Thursday, June 9, 2016

At 9:36 a.m.

19

20

21

22

23

24

25

Reported by: Sarah M. Winn-Boddie, CCR No. 868



1 A. Yeah.

2 Q. -- you write, "Mr. Schwartz asked for and was  
3 provided with the home telephone numbers of all the board  
4 members, including Dr. Klain's."

5 A. I remember.

6 Q. Do you recall that?

7 A. Yeah Dr. Klain was then the president of the school.

8 Q. Okay. And then you go on to say, "Fortunately,  
9 Mr. Schwartz was satisfied with his conversations with the  
10 members of the board and Dr. Klain, the president. After much  
11 begging and persuasion, he was finally ready to offer a  
12 generous donation of \$1 million to start the school's  
13 construction." (As read.)

14 Do you see where I read that?

15 A. Yes.

16 Q. Okay. And are these all true statements --

17 A. Yeah.

18 Q. -- to the best of your recollection?

19 A. Yeah.

20 Q. All right. So at some point -- strike that.

21 At some point, did Mr. Schwartz pledge money to the  
22 school?

23 A. Yes.

24 Q. And do you recall how much?

25 A. Yeah. \$1 million.

1 Mr. Schwartz, "donated \$500,000 to The Hebrew Academy in  
2 return for which it would guarantee that its name would change  
3 in perpetuity with the Milton I. Schwartz Hebrew Academy."

4 Do you see where I read that?

5 A. Yes.

6 Q. Any disagreement with Mr. Schwartz's testimony here?

7 A. No.

8 Q. Okay. "Affiant was first elected" --

9 A. The only --

10 Q. Sorry?

11 A. The only thing that I would add to this would be --  
12 and that would be later, that we never received the other  
13 \$500,000.

14 MR. KEMP: Right.

15 BY MR. LeVEQUE:

16 Q. Do you know what bequests Mr. Schwartz made in his  
17 last will and testament?

18 A. The only thing I know is he made a promise to make  
19 the contribution of a million dollars, and we got \$500,000. I  
20 know that we never received the other \$500,000.

21 Q. Okay. When I say the word "pledge," do you  
22 understand what that means?

23 A. Of course. Promise, another word.

24 Q. Okay. When you were principal of the school, do you  
25 recall any of the benefactors of the school, the

1 philanthropists making testamentary pledges? Do you know what  
2 that phrase means?

3 A. Yeah.

4 Q. When I die, I'm giving the school --

5 A. I understand.

6 Q. -- money?

7 A. Yeah.

8 Q. Okay.

9 A. Yeah.

10 Q. All right. Did you have an understanding with  
11 respect to the million dollars that Mr. Schwartz pledged how  
12 and when it was going to be paid to the school?

13 A. How and when? I -- I know we received a half a  
14 million dollars, and the expectation was to receive another  
15 half a million dollars within a given time. How much, I don't  
16 know.

17 Q. Okay. I will represent to you that Mr. Schwartz in  
18 his last will and testament made a \$500,000 specific bequest  
19 to The Milton I. Schwartz Hebrew Academy. Fair enough?

20 A. Yes. Yes. Yes.

21 Q. Okay. Assuming that that \$500,000 was paid to The  
22 Milton I. Schwartz Hebrew Academy, would he have satisfied his  
23 \$1 million pledge to the school?

24 MR. KEMP: Form. Foundation.

25 THE WITNESS: I don't understand the question.

1 are -- I can't see the numbers. Sixty-four, -five, -six.

2 Okay. Here.

3 Q. Okay. Take a look at the bottom of page 66. And it  
4 says, quote, In 1989, Milton I. Schwartz became the chairman  
5 of The Hebrew Academy's board of trustees and per his request,  
6 the school was renamed The Milton I. Schwartz Hebrew Academy  
7 after having contributed to the school, period. However, the  
8 school did not receive the second half of his pledge at that  
9 time, unquote.

10 Did I read that right?

11 A. That's correct. I said that before.

12 Q. Okay. And the understanding with Mr. Schwartz was  
13 that in return for having the school named after him, he would  
14 give a million dollars, not just 500,000?

15 A. That was the pledge.

16 Q. And the understanding was the 500,000 -- the second  
17 500,000 would come within a reasonable amount of time?

18 MR. LeVEQUE: Object to the form. Vague.

19 THE WITNESS: That it would come. I don't know  
20 about reasonable, but that it would be forthcoming.

21 BY MR. KEMP:

22 Q. And by "forthcoming," you meant within months?  
23 years? What?

24 A. Not years.

25 Q. You thought it would be within months?

1 A. (Witness nods head.)

2 MR. LeVEQUE: Object to the form.

3 THE WITNESS: Not years.

4 BY MR. KEMP:

5 Q. The answer is yes, you thought he would give it  
6 within months?

7 A. Yes.

8 Q. And that was your understanding of the agreement to  
9 name the school after him, that he would give the 500,000 and  
10 then the second 500,000 within months, correct?

11 MR. LeVEQUE: Objection. Misstates testimony.

12 THE WITNESS: It would be forthcoming. I don't know  
13 about months. Yeah, I expected it to arrive, to come.

14 BY MR. KEMP:

15 Q. And he never paid the other 500,000?

16 A. No.

17 Q. Did you ask him for it?

18 A. Yes.

19 Q. What did he say?

20 A. That he would be paying it, but I didn't receive it.

21 Q. How many occasions did you ask him for the second  
22 500,000?

23 A. I'd say several times, but how many, I...

24 Q. And on each occasion, he told you it would be  
25 forthcoming --

1 A. Yes.

2 Q. -- in the near future?

3 A. That it would be forthcoming, yeah. That he  
4 would -- he promised and he will provide it, give it.

5 Q. Okay. And did he ever tell you that, I'm not going  
6 to pay it for 35 years? Was that ever --

7 A. No.

8 Q. -- discussed?

9 A. No.

10 Q. Okay.

11 A. No.

12 Q. And as the years went by, did -- did you come to  
13 feel that he had violated or breached his -- his pledge to  
14 give the second 500,000?

15 MR. LeVEQUE: Object to the form. Foundation.

16 THE WITNESS: Well, he didn't give it to me, so --  
17 or to the school.

18 BY MR. KEMP:

19 Q. So you thought he was in violation of what he said  
20 he'd do?

21 A. I didn't think -- I -- I just didn't give it a great  
22 deal of thought. I mean, he gave us \$500,000 and then I  
23 thought that was very nice and hoped to receive --

24 Q. And no one is disputing the first \$500,000 was not a  
25 very generous gift. No one is disputing that.

1 A. So that was that. I mean...

2 Q. Let me ask you different, then.

3 A. Yes. Mm-hmm.

4 Q. Do you feel that him not giving the second 500,000  
5 was consistent with his pledge to the school?

6 A. He promised a million dollars. We got \$500,000 and  
7 we didn't get the other \$500,000. Whether it was this, that,  
8 or the other, I...

9 Q. Did you have discussions with other board members  
10 about the -- the failure to pay the second 500,000?

11 A. Well, it would come up at the -- from time to time.

12 Q. Okay. And can you recall --

13 A. It came up. It came up. I mean, the school always  
14 needed money.

15 Q. Did anyone else say that he had breached his pledge  
16 to give the second 500,000?

17 A. I don't remember anybody saying that it wasn't nice  
18 or he breached or it was --

19 (Telephonic interruption.)

20 (Off-the-record discussion.)

21 (Record read.)

22 BY MR. KEMP:

23 Q. Okay. Did you have discussions with other people  
24 about efforts to get Mr. Schwartz to give the other 500,000?

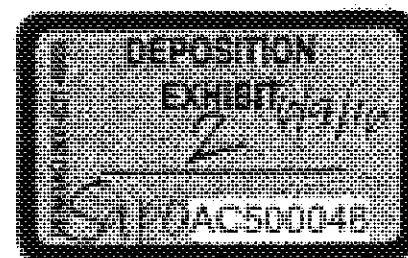
25 A. Probably.

# EXHIBIT 2



# From Chaos to Order

Tamar Lubin Saposhnik, PhD



#### DR. TAMAR LUBIN SAPOSHNIK

around the country encouraged parents to choose schools for their kids, rather than the public-zoned schools.

But the Clark County School District actively discouraged zone changing. So little choice in schools was available to the typical parent. Even the aggressive, well-connected, politically astute parent still had difficulty getting a child into a different school.

There had been some effort by master-planned developer, Summa Corporation, in addition to the public school sector, to encourage the development of independent private schools on the Summerlin land it controls. It, therefore, provided land grants to private schools, one of which was the Hebrew Academy.

Milton I. Schwartz was a businessman and philanthropist. He became interested in Jewish education. Originally, I met him at a function, introducing myself, and letting him know about the Academy. I asked for an appointment to meet him to see if he would be interested in supporting the Hebrew Academy.

I spoke to him at length, explaining that the Hebrew Academy was a great cause. "I know where your heart is," I said. "The school is in dire need of funds. We have the land, but the school has to be built within the 1989 year, if not the land would revert back to Howard Hughes Properties in Summerlin. Is there anything you can do to help?"

It was August, when most of the school board members left town, including the then-president, Dr. Eliot Klain, who had flown to Michigan to visit his ailing father.

Mr. Schwartz asked for, and was provided with, the home telephone numbers of all the board members, including Dr. Klain's. Fortunately, Mr. Schwartz was satisfied with his conversations with the members of the board and Dr. Klain, its president. After much begging and persuasion, he was finally ready to offer a very generous donation of one million dollars to start the school's construction.

In 1989, Milton I. Schwartz became the chairman of the Hebrew Academy's board of trustees, and per his request, the school was

#### FROM CHAOS TO ORDER

renamed The Milton I. Schwartz Hebrew Academy, after having contributed \$500,000 to the school. However, the school did not receive the second half of his pledge at that time.

Headlines in all the Las Vegas papers published, ACADEMY GIVEN \$500,000, and MILTON I. SCHWARTZ DONATES \$500,000 TO HEBREW SCHOOL.

Mr. Schwartz said, "Education is one of the most important things we can give to our children. The new Milton I. Schwartz Hebrew Academy will be a tremendous asset to our community." He added, "The cost of building the first phase of the new academy is an estimated \$1.9 million. To raise these funds, the school launched a major fund-raising campaign."

The *Las Vegas Sun* announced, SOGG GIVES TO SCHOOL, stating that Paul B. Sogg, a local businessman and philanthropist, pledged \$300,000 to the Hebrew Academy. "The funds will go toward construction of the nonparochial school's new Summerlin campus." Mr. Sogg was quoted, "I have a longstanding commitment to quality education, and this fine school exemplifies that. The tremendous growth of Las Vegas has made the need for schools like the Hebrew Academy even more important."

Local attorney, George Rudiak and his wife, Gertrude, donated \$50,000. The Rudiaks, both long-time area residents and enthusiastic supporters of the academy, said that the school's academic level is excellent and that rapid local growth necessitates a new campus to better serve the community's children.

Our big fund-raising gala was doubly exciting. Not only would we honor Milton I. Schwartz as Man of the Year, and recognize Paul Sogg's and George Rudiak's generous building fund donations, but this year's gala would also celebrate our tenth anniversary.

# EXHIBIT 3

1 DISTRICT COURT

2 COUNTY OF CLARK, NEVADA

3  
4 In the Matter of the Estate of ) Case No. P061300  
5 MILTON I. SCHWARTZ, )  
6 Deceased. )  
7 \_\_\_\_\_ )  
8  
9  
10  
11  
12  
13  
14

15 DEPOSITION OF A. JONATHAN SCHWARTZ

16 Taken on Wednesday, March 5, 2014

17 At 12:33 p.m.

18 At 9060 West Cheyenne Avenue

19 Las Vegas, Nevada  
20  
21  
22  
23

24 Reported by: Carla N. Bywaters, CCR 866

25 Job No. 9107

1 Q. Would there be anything to help refresh your  
2 recollection, maybe notes or --

3 A. I didn't take any --

4 Q. -- conversations?

5 A. I didn't take any notes. I just recall  
6 numerous times where we had that discussion. I do  
7 recall in 2004 we had a family meeting. My father was  
8 very, very open about his will and his estate plan with  
9 our entire family. We had periodic meetings, and we  
10 discussed these issues; what was in his will, what he  
11 intended, why he wanted it.

12 And the fact that the school was supposed to  
13 be named the Milton I. Schwartz Hebrew Academy in  
14 perpetuity was a discussion he had with me and my  
15 siblings and members of my family. He used to love to  
16 say -- whenever he would say the Milton I. Schwartz  
17 Hebrew Academy, he would say the Milton I. Schwartz  
18 Hebrew Academy in perpetuity with emphasis added.

19 Q. Did you have any of these conversations at the  
20 time that he dictated the will to you?

21 A. Yes.

22 Q. Okay. And how did that come up?

23 A. It was just -- it was understood. It was  
24 known. Like I said, he would always say that. It was  
25 an oft-made statement, often-made statement.

# EXHIBIT 4

## DISTRICT COURT

COUNTY OF CLARK, NEVADA

In the Matter of the Estate of ) Case No. P061300  
MILTON I. SCHWARTZ, ) Dept. No.: 26/Probate  
Deceased. )

DEPOSITION OF NEVILLE POKROY, M.D.

Taken on Tuesday, February 25, 2014

At 11:14 a.m.

At 9060 West Cheyenne Avenue

Las Vegas, Nevada

Reported by: Carla N. Bywaters, CCR 866

Job No. 8969

1 contribution?

2 A. I mean, I understood that he gave a million  
3 dollars, and he solicited another approximately 5-,  
4 \$500,000, from a couple of other donors. To my  
5 recollection, it was a Mr. Cohen and a Mr. Paul Sogg  
6 S-a-g-g, I believe. There were other, obviously,  
7 smaller donations that were given as well.

8 MR. FREER: This is Exhibit No. 4.

9 (Exhibit No. 4 was marked for  
10 identification.)

11 BY MR. FREER:

12 Q. I'm handing you what's been marked as Exhibit  
13 No. 4 which states it's the Bylaws of The Milton I.  
14 Schwartz Hebrew Academy. If you would turn to the last  
15 page, EST 105. Do you recognize your signature on any  
16 of those lines?

17 A. Yes.

18 Q. And is it approximately -- 1, 2, 3, 4 -- five  
19 lines down?

20 A. The sixth line down to be exact.

21 Q. That's why I became a lawyer, because I can't  
22 count. Thank you for correcting me. Do you recall  
23 signing Bylaws of The Milton I. Schwartz Hebrew Academy  
24 in or around December 18th, 1990?

25 A. I don't recall exactly, but my signature's



# EXHIBIT 5

1	DISTRICT COURT	
2	CLARK COUNTY, NEVADA	
3		
4	In the Matter of the Estate of	)
5	MILTON I. SCHWARTZ,	) CASE NO.:
6		) PO61300
7	Deceased	)
8		
9		
10		
11		
12		
13	DEPOSITION OF ELLIOTT KLAIN, DO	
14	LAS VEGAS, NEVADA	
15	WEDNESDAY, MARCH 11, 2015	
16		
17		
18		
19		
20		
21		
22		
23		
24	REPORTED BY: KAREN L. JONES, CCR NO. 694, CSR 9464	
25	JOB NO.: 237453	

1 but either Neville Pokroy or Fred Berkley, who was  
2 Milton Schwartz' attorney, or Dr. Lubin approached  
3 Milton Schwartz and Paul Sogg and George Rudiak, his  
4 daughter was on the board, Geri Rentchler. And they  
5 donated money.

6 I don't know the conversations that were  
7 had or what restrictions were placed or not placed  
8 on it, but they donated a certain amount of money  
9 and we had to raise the rest.

10 Now, Milton Schwartz' gift was  
11 contingent -- this I remember -- on being called the  
12 Milton I. Schwartz Hebrew Academy, and he wanted to  
13 be president of the board, which was fine with me  
14 because I was very busy with my practice and this  
15 was not my main area of expertise. And Milton  
16 Schwartz, I'm sure, was a very shrewd businessman  
17 and that's what the school needed.

18 He gave the money. At the time, I  
19 thought it was millions and millions. I've been  
20 corrected since then. But he gave the money and  
21 wanted the school to be called the Milton Schwartz  
22 Hebrew Academy.

23 And when we would take -- and Summerlin  
24 Parkway wasn't even built and 95 wasn't even built.  
25 And when the school was built and I would take my

# EXHIBIT 6

1

DISTRICT COURT

2

CLARK COUNTY, NEVADA

3

4

In the Matter of the Estate of )

5

MILTON I. SCHWARTZ, )

6

Deceased. )

7

8

9

10

11

12

DEPOSITION OF SAMUEL VENTURA

13

Taken on Monday, July 11, 2016

14

at 1:37 p.m.

15

At Solomon, Dwiggin &amp; Freer, Ltd.

16

9060 West Cheyenne Avenue

17

Las Vegas, Nevada

18

19

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21

22

23

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25

Reported By: Ewa Barnes, CCR No. 889

1 school with the condition to build a private school only,  
2 restrictions.

3 Q. Okay. Do you recall one way or the other if the  
4 land grant came with the restriction that construction had  
5 to occur within a time period otherwise the land would  
6 revert back to Howard Hughes?

7 A. Yes, I do. But I do not remember the time on  
8 the contract.

9 Q. Okay. Do you recall Mr. Schwartz donating money  
10 to the school for the purpose of starting the construction  
11 on the Howard Hughes location -- excuse me -- on the  
12 Hillpointe location?

13 A. I recall Mr. Schwartz donating for the naming of  
14 the school half a million dollars to have the name of the  
15 school on him, and then we needed construction loan that  
16 was approximately one and a half million dollars. I  
17 happened to know about that because the only developer on  
18 the board, I was asked to oversee the builder who built the  
19 school.

20 I remember, that was Schulman, the builder. And  
21 that one and a half million dollars was arranged by  
22 Mr. Milton from the bank, his reputation, for the  
23 construction loan.

24 Q. Okay. Is the nature of your business  
25 development, commercial?

# EXHIBIT 7

## DECLARATION OF DR. MIRIAM ADELSON

Under penalty of perjury, Dr. Miriam Adelson declares that the following facts are true and accurate.

1. I have personal knowledge of the matters set forth herein, except as to those matters stated on information and belief, which I believe to be true. I am competent to testify as to the matters set forth herein if called upon to do so. I make this Declaration in support of the Motion for Protective Order to which it is an exhibit.

2. I am a member of the Board of Trustees (the "Board") for the Dr. Miriam and Sheldon G. Adelson Educational Institute (the "Adelson Campus").

3. I first joined the Adelson Campus Board in or around November of 1997 and remained on the Board until sometime on or before September 5, 2000. I rejoined the Board in or around September of 2015 and have been a member from that date continuing through the present.

4. I was not on the Board when the entity changed its name to the Milton I. Schwartz Hebrew Academy or when Milton I. Schwartz's estate (the "Estate") alleges that Mr. Schwartz received naming rights in the entity.

5. I was not on the Board when the entity changed its name to the Dr. Miriam and Sheldon G. Adelson Educational Institute in consideration of a substantial donation from the Adelson Family Charitable Foundation, which my husband, Sheldon G. Adelson, and I operate.

6. I do not have personal knowledge regarding whether, in or around August of 1989, Milton I. Schwartz reached an agreement with the then-named Hebrew Academy for a perpetual naming right to the school as it existed at that time.

7. I do not recall having any specific discussion with Mr. Schwartz regarding the bequest in his will to the Adelson Campus, formerly known as the Milton I. Schwartz Hebrew Academy.



8. I do not recall discussing with the Board Mr. Schwartz's alleged naming rights when the entity changed its name to the Dr. Miriam and Sheldon G. Adelson Educational Institute in 2008.

9. I interviewed Mr. Schwartz prior to his passing in or around June of 2007 in which he discussed briefly his contribution to the school. Other than what is already reflected in the transcript of that interview, I do not recall further discussing the issue of Mr. Schwartz's alleged naming interest in the school or his donations in the interview.

10. To the best of my knowledge and belief, my deposition would only provide duplicative or cumulative information with respect to any of the claims raised by the Estate or to the Adelson Campus's petition to compel distribution of Mr. Schwartz's bequest.

Dated this 10<sup>th</sup> day of April, 2017

  
Dr. Miriam Adelson



term of three (3) years. A Trustee's term of office shall commence upon the election and appointment of such Trustee and shall continue until the earlier to occur of the election and appointment of such Trustee's successor or the death, resignation or removal of such Trustee. The election of Trustees shall be staggered. The School Head shall not be eligible for election to the Board of Trustees as a Trustee while serving the Corporation in such capacity.

Section 3.03. Exofficio Members Of The Board. The Trustees may from time to time, with the consent of a majority of the Board of Trustees, appoint one or more additional persons, including, without limitation, the School Head, as ex officio members of the Board. Exofficio members of the Board of Trustees shall be entitled to all of the rights and privileges of Trustees but shall not have any voting rights nor shall they be counted in determining the existence of a quorum.

Section 3.04. Annual Meeting. Unless action is taken by written consent, an annual meeting of the Board of Trustees shall be held in June of each year, at such time and place as shall be designated by the President of the Corporation in the notice of the meeting for the purpose of electing Officers (as hereinafter defined) and Trustees and for the transaction of such other business as may come before the meeting.

Section 3.05. Regular Meeting. Unless action is taken by written consent, a regular meeting of the Board of Trustees shall be held at least once every ninety (90) days, at such time and place as shall be designated by the President of the Corporation in the notice of the meeting for the transaction of such Corporate business as may come before the meeting, unless otherwise determined by a majority vote of the Board of Trustees. The Board of Trustees may provide by resolution for the holding of additional regular meetings.

Section 3.06. Special Meetings. Special meetings of the Board of Trustees may be called by the Secretary at the direction of the President of the Corporation, or a majority of the voting Trustees then in office, to be held at such time and place, either within or without the State of Nevada, as shall be designated in the notice of the meeting.

Section 3.07. Notice. Notice of the time and place of any meeting of the Board of Trustees shall be given at least three days previously thereto by written notice delivered personally or sent by mail or telegram to each Trustee at this address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of any meeting. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless required by statute or under these Bylaws.

Section 3.08. Quorum. A simple majority of the Board of Trustees shall constitute a quorum of the transaction of business at any meeting of the Board of Trustees. If no quorum is present at any meeting of the Board of Trustees, no business of the Corporation may be conducted, except that a majority of the Trustees present may adjourn the meeting from time to time without further notice.

Section 3.09. Action By Written Consent. Any action which may be taken at any annual, regular or special meeting of the Board of Trustees may be taken without a meeting if a written consent is distributed to the Trustees, setting forth the proposed action, providing an opportunity for the Trustees to specify approval or disapproval of any proposal. The written consent shall be filed with the Secretary of the Corporation and maintained in the corporate records.

Section 3.10. Manner Of Acting.

(a) Formal Action by Trustees. The act of a majority of Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees.

(b) Informal Action by Trustees. No action of the Board of Trustees shall be valid unless taken at a meeting at which a quorum is present except that any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing (setting forth the action so taken) shall be signed by each Trustee entitled to vote.

(c) Telephonic Meetings. Trustees may participate in a meeting of the Board of Trustees through the use of a conference telephone or similar communications equipment, so long as all Trustees participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

Section 3.11. Resignations. Any Trustee may resign from the Board of Trustees at any time by giving written notice to the President or the Secretary of the Corporation and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12. Removal. Any Trustee may be removed from office, with or without cause, by a two-thirds (2/3) vote of the Board of Trustees of the Corporation at any regular meeting of the Board of Trustees of the Corporation or at any special meeting of the Board of Trustees specifically called and noticed for that purpose. A Trustee may be removed for any reason whatsoever, including, without limitation, the following:

(a) The failure of a Trustee to attend three (3) consecutive meetings of the Board of Trustees of the Corporation;

(b) The Trustee commits any act or omission that brings disrepute or embarrassment upon the Corporation;

(c) The Trustee repeatedly and persistently fails to abide by the policies established by the Board of Trustees of the Corporation; or

(d) The Trustee discloses any confidential information concerning the Corporation or any of the schools operated by the Corporation to any third parties without the express or implied consent of the Board of Trustees.

Section 3.13. Vacancies. Any vacancy on the Board of Trustees of the Corporation whether created by the death, resignation or removal of a Trustee or by an increase in the number of Trustees, may be filled at any time by a majority of the remaining Trustees.

Section 3.14. Compensation; Reimbursement for Expenses. Trustees shall not be entitled to receive any salary or other compensation from the Corporation for their services as Trustees of the Corporation. Trustees shall be entitled to reimbursement for actual expenses incurred by the Trustees related to the performance of their duties; provided, that the Board of Trustees shall have the right to establish rules and other guidelines regarding such reimbursements.

#### ARTICLE IV

##### STANDING AND SPECIAL COMMITTEES

Section 4.01. Executive Committee. There shall be an Executive Committee which shall be comprised of (i) the Officers of the Corporation, (ii) the School Head and (iii) any other person or persons designated by the Board of Trustees. The School Head and any other person or persons appointed by the Board of Trustees to the Committee (other than the Officers of the Corporation) shall be members of the Committee, ex officio, or without a vote.

The Executive Committee shall advise and aid the Board of Trustees of the Corporation in all matters concerning the Corporation's interests and management of its business and, when the Board of Trustees is not in session, the Executive Committee shall have and may exercise its powers as may be from time to time to expressly delegated to it by the Board of Trustees.

Section 4.02. Nominating Committee. There shall be a Nominating Committee which shall be comprised of at least three Trustees and the School Head. The Nominating Committee shall be responsible for reviewing any candidates for election to the Board as a Trustee and submitting recommendations regarding such candidates to the Board of Trustees. Such recommendations must be submitted to each of the Trustees at least thirty (30) days prior to the date of the meeting of the Board of Trustees at which the election of Trustees is to occur.

Section 4.03. Other Committees. Either the Board of Trustees or the President, subject to the approval of the Board of Trustees, may create such other committees from time to time as it deems necessary.

Section 4.04. Chairpersons. The President, subject to the approval of the Board, shall select the members and designate the Chairperson of any committees created hereunder and shall prescribe their duties which shall not be inconsistent with these Bylaws.

## ARTICLE V

### OFFICERS

Section 5.01. Officers. The officers of the Corporation shall consist of the President, the First Vice-President, the Second Vice-President, Secretary, and Treasurer, and any subordinate officer or officers to fill such subordinate office or offices as may be created by the Board of Trustees (each officer may hereinafter be referred to as an "Officer" and, collectively, as the "Officers"). Any person may hold more than one office.

Section 5.02. President. The President shall preside at all meetings of the Board of Trustees or the Executive Committee at which he or she may be present; shall perform such other duties as may be prescribed by these Bylaws or assigned to him or her by the Board of Trustees, and shall coordinate the work of the Officers and committees of the Corporation in order that the purposes of the Corporation may be promoted.

Section 5.03. First Vice-President. The First Vice-President shall act as an aid to the President and shall perform the duties of the President in the absence or disability of that Officer to act. He or she shall carry out such additional duties as may be assigned to him or her by the President or the Board of Trustees.

Section 5.04. Second Vice-President. The Second Vice-President shall act as an aid to the President and shall perform the duties of the President in the absence or disability of the President and the First Vice-President to act. He or she shall carry out such additional duties as may be assigned to him or her by the President or the Board of Trustees.

Section 5.05. Secretary. The Secretary shall record the minutes of all meetings of the Board of Trustees and the Executive Committee, and shall perform such other duties as may be delegated to him or her.

Section 5.06. Treasurer. The Treasurer shall have custody of all of the funds of the Corporation; shall keep a full and accurate account of receipts and expenditures, and shall make disbursements in accordance with the approved budget, as authorized by the Board of Trustees or or the Executive Committee. The Treasurer shall present interim financial reports when requested by the Board of Trustees or the Executive Committee, and shall make a full report at the annual meeting. The Treasurer shall be responsible for the maintenance of such books of accounts and records as conform to the requirements of the Bylaws.

Section 5.07. Duties. All Officers shall perform the duties prescribed in these Bylaws and such other duties as may be assigned to them from time to time. All Officers shall deliver to their successors all official material not later than ten (10) days following the election of their successors.

Section 5.08. Election. The Officers of the Corporation shall be elected annually as the first order of business at the annual meeting of the Board of Trustees. Officers shall serve for a term of one (1) year and until the election and qualification of their successors. To be eligible for election as an Officer of the Corporation, a person must be serving as a Trustee of the Corporation.

Section 5.09. Vacancy. The Board of Trustees may fill any vacancy created by death, resignation or removal of any Officer, for the unexpired term of such Officer, at any regular meeting of the Board of Trustees of the Corporation or at any special meeting specifically called and noticed for that purpose.

Section 5.10. Removal. The Board of Trustees may remove any Officer at any regular meeting of the Board of Trustees of the Corporation or at any special meeting specifically called and noticed for that purpose. An Officer may be removed for any reason whatsoever, including, without limitation, the following:

- (a) The Officer commits any act or omission that brings disrepute or embarrassment upon the Corporation;
- (c) The Officer repeatedly and persistently fails to abide by the policies established by the Board of Trustees of the Corporation; or
- (d) The Officer discloses any confidential information concerning the Corporation or any of the schools operated by the Corporation to any third parties without the express or implied consent of the Board of Trustees.

## ARTICLE VI

### INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS; INSURANCE

Section 6.01. The Corporation shall indemnify, to the maximum extent permitted by the law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Corporation, by reason of the fact that he or she is or was a Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Trustee, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in

or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his conduct was unlawful.

Section 6.02. The Corporation shall indemnify, to the maximum extent permitted by the law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Trustee, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, but no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 6.03. To the extent that a Trustee, Officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.01 and 6.02, or in defense of any claim, issue or matter therein, he or she shall be indemnified by the Corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with such defense.

Section 6.04. Any indemnification under Sections 6.01 and 6.02, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Trustee, Officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 6.01 and 6.02. Such determination shall be made:

- (a) By the Board of Trustees by majority vote of a quorum consisting of Trustees who were not parties to such act, suit or proceeding;
- (b) If such a quorum of disinterested Trustees so orders, by independent legal counsel in a written opinion; or
- (c) If such a quorum of disinterested Trustees cannot be obtained, by independent legal counsel in a written opinion.



Section 6.05. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Trustees in the specific case upon receipt of an undertaking by or on behalf of the Trustee, Officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Corporation as authorized in this section.

Section 6.06. The indemnification provided by this section:

(a) Does not exclude any other rights to which a person seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested Trustees or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office; and

(b) Shall continue as to a person who has ceased to be a Trustee, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6.07. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Trustee, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

## ARTICLE VII

### CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

Section 7.01. Contracts. The Board of Trustees may authorize any Officer or agent of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.02. Borrowing. No loan shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

Section 7.03. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select.

Section 7.04. Gifts. The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any specific purpose of the Corporation. The Board of Trustees may vary the use to which a specific contribution, gift, bequest or devise can be put in the event the use for which the contribution, gift, bequest or devise is to be used becomes impossible, unnecessary, impractical or contrary to the best interests of the Corporation.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.01. Books And Records. The Corporation shall keep correct and complete books and records of account, and the minutes of the proceedings of the Board of Trustees and Executive Committee. Copies of the minutes of the Board of Trustees and of the Executive Committee shall be regularly distributed to each member of the Board of Trustees and the Executive Committee. The books and records of accounts, and the records of the actions of proceedings of the Board of Trustees and the Executive Committee shall be open to inspection upon the written demand of any Trustee at any reasonable time and for any purpose reasonably related to its interest as a Trustee. Such inspection may be made by any agent or attorney of the Trustee and the right to make such inspection shall include the right to make extracts.

Section 8.02. Intentionally Deleted.

Section 8.03. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year unless otherwise determined by resolution of the Board of Trustees.

Section 8.04. Waiver Of Notice. Whenever any notice is required to be given under the provisions of the Nonprofit Corporation Act of the State of Nevada or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 8.05. Self-Dealing. In the exercise of voting rights by members of the Board, no individual shall vote on any issue, motion, or resolution which directly or indirectly inures to his benefit financially except that such individual may be counted in order to qualify a quorum and, except as the Board may otherwise direct, may participate in the discussion of such an issue, motion, or resolution if he or she first discloses the nature of his or her interest.

Section 8.06. Loans To Officers And Trustees Prohibited. No loans shall be made by the Corporation to its Officers or Trustees. The Trustees of the Corporation who vote for or assent to the making of a loan to an Officer or Trustee of the Corporation, and any Officer or Officers

07/13/04 TUE 13:08 FAX 1 702 2557232

THE HEBREW ACADEMY

03/21/02 THU 12:11 FAX 1 702 2557232

THE HEBREW ACADEMY

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participating in the making of such loan, shall be jointly and severally liable to the Corporation for the amount of such loan until the repayment thereof.

Section 8.07. Additional Organizations. The Board of Trustees may authorize the formation of such auxiliary organizations as would in the opinion of the Board assist in the fulfillment of the purposes of the Corporation.

Section 8.08. Rules. The Board of Trustees may adopt, amend or repeal Rules (not inconsistent with these Bylaws) for the management of the internal affairs of the Corporation and the governance of its Officers, agents, committees and employees.

Section 8.09. Conduct of Meetings. Robert's Rules of Order, latest edition, or another similar manual or procedural guide concerning the conduct of meetings which is commonly used by corporations similar to the Corporation shall govern the conduct of meetings when not in conflict with the Articles of Incorporation of the Association, these Bylaws and any rules adopted pursuant to Section 8.08 of these Bylaws.

#### ARTICLE IX

#### AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by vote of two-thirds (2/3) of the Board of Trustees with the approval of two-thirds (2/3) of the Members.

By: Carol G. Zuck  
President

Adopted this 13<sup>th</sup> day of April, 1999

The undersigned hereby certifies that the foregoing are the Bylaws of the Milton I. Schwartz Hebrew Academy as adopted on the date hereof.

<sup>13</sup>  
At 13<sup>th</sup> April, 1999

By: Geri Rentschler  
Secretary

1 J. RANDALL JONES, ESQ. (#001927)  
DAVID T. BLAKE, ESQ. (#011059)  
2 KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway  
3 Seventeenth Floor  
Las Vegas, Nevada 89169  
4 E-mail: kjc@kempjones.com  
  
5 *Attorneys for The Dr. Miriam and  
Sheldon G. Adelson Educational Institute*

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

10 In the Matter of the Estate of

11 MILTON I. SCHWARTZ,  
12 Deceased.

Case No.: P061300  
Dept. No.: 26/Probate

14 **RESPONSES TO A. JONATHAN SCHWARTZ'S SIXTH REQUEST FOR PRODUCTION  
15 OF DOCUMENTS, ELECTRONICALLY STORED INFORMATION, AND TANGIBLE  
16 THINGS TO THE DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL  
INSTITUTE**

17 TO: A. JONATHAN SCHWARTZ, EXECUTOR OF THE ESTATE OF MILTON I.  
SCHWARTZ; and

18 TO: SOLOMON DWIGGINS & FREER, LTD, his attorneys

19 Comes now the Dr. Miriam and Sheldon G. Adelson Educational Institute (the "Adelson  
20 Campus"), by and through its attorneys of record, Kemp, Jones & Coulthard, LLP, and pursuant to  
21 NRCP 34, hereby responds to A. Jonathan Schwartz's Sixth Request for Production of Documents,  
22 Electronically Stored Information, and Tangible Things as follows:

24 **PRELIMINARY STATEMENT**

25 1. The Adelson Campus's responses and objections are made without waiver of the  
26 following rights, and are intended to preserve and do preserve the following:

27 (a) the right to raise all questions of competence, authenticity, foundation, relevance,  
28 materiality, privilege, and admissibility as evidence for any purpose of the information identified in

KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway  
Seventeenth Floor  
Las Vegas, Nevada 89169  
(702) 385-6000 • Fax (702) 385-6001  
kjc@kempjones.com

1 response to the Requests which may arise in any subsequent proceedings in, or trial of, this or any other  
2 action;

3 (b) the right to object on any ground to the use of such information and/or  
4 documents identified in response to the Requests which may arise in any subsequent proceeding in, or  
5 trial of, this or any other action;

6 (c) the right to object on any ground to the introduction into evidence of such  
7 information and/or documents identified in response to the Requests;

8 (d) the right to object on any ground at any time to other discovery involving such  
9 information and/or documents;

10 (e) the right to amend or supplement these responses and objections in the event that  
11 any information or documents are unintentionally omitted. Inadvertent identification or production of  
12 privileged documents or information by the Adelson Campus is not a waiver of any applicable  
13 privilege; and

14 (f) any and all rights to supplement these responses and objections inasmuch as it  
15 may ascertain further information from its own discovery.

16 **GENERAL OBJECTIONS**

17 1. The Adelson Campus objects to the Requests to the extent that they purport to  
18 impose obligations upon the Adelson Campus greater than those contemplated in Rule 26(b) of the  
19 Nevada Rules of Civil Procedure.

20 2. The Adelson Campus objects to the Requests to the extent that they seek the  
21 identification and/or production of documents not in its possession, custody or control.

22 3. The Adelson Campus objects to the term "Communication" as defined in the  
23 Requests, on the grounds that it is vague, ambiguous, and overbroad as worded.

24 4. The Adelson Campus objects to the terms "concerning," "related to," and "relating  
25 to" as defined in the Requests, on the grounds that they are vague, ambiguous, and overbroad as  
26 worded.

27 ///

1           5.       The Adelson Campus objects to the terms "You and/or Yours" as defined in the  
2 Requests, on the grounds that they are vague, ambiguous, and overbroad as worded. The Adelson  
3 Campus responds only on its own behalf.

4           6.       The Adelson Campus objects to the extent that the Requests call for the disclosure of  
5 confidential, personal, or proprietary business information, including without limitation, (i)  
6 confidential information protected by contractual confidentiality obligations, and (ii) confidential  
7 information protected by rights of privacy held by The Adelson Campus and/or other third parties.  
8 To the extent they are within The Adelson Campus's possession, custody, or control, such  
9 confidential, personal, or proprietary business information will be produced pursuant to a protective  
10 order to be entered among the parties and/or ordered by the Court.

11          7.       The Adelson Campus further objects to each and every definition and instruction in  
12 the Requests to the extent that it attempts or purports to impose obligations exceeding those  
13 authorized and imposed by the Nevada Rules of Civil Procedure.

14               Without waiving these General Objections, The Adelson Campus responds to the Requests  
15 as follows:

16 **REQUEST NO. 53:**

17               Please produce copies of all amendments and/or restatements to the Schools Bylaws and  
18 Articles of Incorporation, from August 2007 to the present including, but not limited to the  
19 Amended Bylaws referenced on page 2 (AC50024) of the School's Resolutions of the Board of  
20 Trustees, dated October 4, 2010 ("Resolutions"), a copy of Resolutions are attached hereto as  
21 Exhibit 1.

22 **RESPONSE TO REQUEST NO. 53:**

23               The Adelson Campus incorporates each of its General Objections as if fully set forth herein.  
24 The Adelson Campus further objects to this Request on the basis that many relevant Bylaws and  
25 Articles of Organization have already been produced or relevant information from these documents  
26 has already been produced and/or is available from an alternative or less burdensome source. The  
27  
28

Adelson Campus also objects that this request is overbroad in seeking all Bylaws or Articles from 2007 to the present.

Without waiving any objection, the Adelson Campus is not aware of any documents in its possession that are responsive to this Request.

**REQUEST NO 54:**

Please produce a copy of that certain contract referenced in the School's Board Meeting Minutes dated January 8, 2013, a copy of which is attached hereto as Exhibit 2.

**RESPONSE TO REQUEST NO. 54:**

The Adelson Campus incorporates each of its General Objections as if fully set forth herein. The Adelson Campus further objects to this Request on the basis that the contract reference in the January 8, 2013 meetings does not appear to relate to any change in the name of the Adelson Campus entity or any other issue related to Mr. Schwartz's bequest to the Adelson Campus.

Without waiving any objection, the Adelson Campus is not aware of any documents in its possession that are responsive to this Request.

DATED this 28th day of March, 2017.

KEMP, JONES & COULTHARD, LLP

*/s/ David T. Blake*

---

J. RANDALL JONES, ESQ.  
Nevada Bar No. 1927  
DAVID T. BLAKE, ESQ.  
Nevada Bar No. 11059  
3800 Howard Hughes Parkway, 17th Floor  
Las Vegas, Nevada 89169  
*Attorneys for The Dr. Miriam and  
Sheldon G. Adelson Educational Institute*

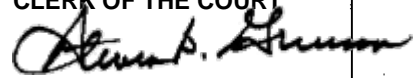
**CERTIFICATE OF SERVICE**

I hereby certify that on the 28<sup>th</sup> day of March, 2017, the foregoing **RESPONSES TO A. JONATHAN SCHWARTZ'S SIXTH REQUEST FOR PRODUCTION OF DOCUMENTS, ELECTRONICALLY STORED INFORMATION, AND TANGIBLE THINGS** was served on all parties on the service list through the Court's electronic filing system.

*/s/ Erica Bennett*

\_\_\_\_\_  
An employee of Kemp, Jones & Coulthard





J. RANDALL JONES, ESQ. (#001927)  
KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway, 17th Floor  
Las Vegas, Nevada 89169  
Telephone: (702) 385-6000  
Facsimile: (702) 385-6001

*Attorneys for The Dr. Miriam and  
Sheldon G. Adelson Educational Institute*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

In the Matter of the Estate of  
  
MILTON I. SCHWARTZ,  
  
Deceased.

Case No.: P061300  
Dept. No.: 26/Probate

**NOTICE OF ENTRY OF ORDER REGARDING  
THE ADELSON CAMPUS' MOTION FOR  
PROTECTIVE ORDER**

YOU WILL PLEASE TAKE NOTICE that the ORDER REGARDING THE ADELSON  
CAMPUS' MOTION FOR PROTECTIVE ORDER, was entered in the above-entitled matter on the  
5<sup>th</sup> day of May, 2017, a copy of which is attached hereto.

DATED this 8<sup>th</sup> day of May, 2017.

KEMP, JONES & COULTHARD, LLP

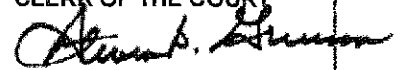
/s/ J. Randall Jones  
J. Randall Jones, Esq. (#1927)  
Joshua D. Carlson, Esq. (#11781)  
3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
*Attorneys for The Dr. Miriam and  
Sheldon G. Adelson Educational Institute*

**KEMP, JONES & COULTHARD, LLP**  
3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
Tel. (702) 385-6000 • Fax: (702) 385-6001  
kjc@kempjones.com

**CERTIFICATE OF SERVICE**

I hereby certify that on the 9<sup>th</sup> day of May, 2017, service of the foregoing **ORDER REGARDING THE ADELSON CAMPUS' MOTION FOR PROTECTIVE ORDER**, was electronically served Eighth Judicial District Court's CM/ECF electronic filing system, addressed to all parties on the via the E -service list.

/s/ Pamela Montgomery  
An employee of Kemp, Jones & Coulthard, LLP



1 J. RANDALL JONES, ESQ. (#001927)  
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7 *Attorneys for The Dr. Miriam and*  
8 *Sheldon G. Adelson Educational Institute*

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 In the Matter of the Estate of  
12 MILTON I. SCHWARTZ,  
13 Deceased.

Case No.: P061300  
Dept. No.: 26/Probate

**ORDER REGARDING THE ADELSON  
CAMPUS' MOTION FOR PROTECTIVE ORDER**

**Hearing Date: April 19, 2017**  
**Hearing Time: 9:30 a.m.**

14 This matter having come before this Court on April 19, 2017, regarding the Adelson Campus'  
15 Motion for Protective Order, the Court having reviewed the pleadings and papers on file herein, and  
16 having heard additional arguments of counsel for The Dr. Miriam and Sheldon G. Adelson  
17 Educational Institute (the "Adelson Campus"), J. Randall Jones, Esq. of the law firm of Kemp, Jones  
18 & Coulthard, LLP; and counsel for A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz  
19 (the "Estate"), Alexander G. LeVeque, Esq. of the law firm of Solomon Dwiggin & Freer, Ltd.; and  
20 with good cause appearing and there being no just cause for delay,

21 Accordingly:

22 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Adelson Campus'  
23 Motion for Protective Order is GRANTED without prejudice.

24 IT IS HEREBY FURTHER ORDER, ADJUDGED, AND DECREED that as an alternative  
25 to the oral deposition of Dr. Miriam Adelson, the Estate may use deposition upon written  
26 interrogatories pursuant to NRCP 31 of Dr. Miriam Adelson. The Adelson Campus is permitted to  
27 object to any interrogatory to the fullest extent permitted under the Nevada Rules of Civil Procedure  
28

1 and Nevada law.

2 Dated this 4<sup>th</sup> day of May 2017.

DISTRICT COURT JUDGE

6 Approved as to Form:

7 SOLOMON DWIGGINS & FREER, LTD.

9 Alexander G. LeVeque, Esq. Bar No. 11183  
10 9060 West Cheyenne Avenue  
11 Las Vegas, Nevada 89129  
12 *Attorneys for A. Jonathan Schwartz, Executor*  
13 *of the Estate of Milton I. Schwartz*

Respectfully Submitted By:

KEMP, JONES & COULTHARD, LLP

J. Randall Jones, Esq., Bar No. 1927  
3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
*Attorneys for The Dr. Miriam and*  
*Sheldon G. Adelson Educational Institute*

25 P061300

1 **ECWD**

MARK A. SOLOMON, ESQ.

2 Nevada State Bar No. 00418

msolomon@sdfnvlaw.com

3 ALAN D. FREER, ESQ.

Nevada State Bar No. 7706

4 afreer@sdfnvlaw.com

ALEXANDAR G. LEVEQUE, ESQ.

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6 SOLOMON DWIGGINS & FREER

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7 Las Vegas, Nevada 89129

Telephone: (702) 853-5483

8 Facsimile: (702) 853-5485

9 Attorneys for A. Jonathan Schwartz

10 **DISTRICT COURT**

11 **COUNTY OF CLARK, NEVADA**

12 In the Matter of the Estate of

13 MILTON I. SCHWARTZ,

14 Deceased.

Case No. P061300

Dept. No.: 26/Probate

15 **A. JONATHAN SCHWARTZ'S SECOND**  
16 **SUPPLEMENT TO INITIAL**  
**DISCLOSURES PURSUANT TO NRCP 16.1**

17 Executor of the Estate of Milton I. Schwartz, A. Jonathan Schwartz, by and through his attorneys,  
18 MARK A. SOLOMON, ESQ., ALAN D. FREER, ESQ., STEVEN E. HOLLINGWSORTH, ESQ. and  
19 JEFFREY P. LUSZECK, ESQ. of the law firm of SOLOMON DWIGGINS & FREER, LTD, hereby  
20 provides the following supplemental list of witnesses and documents pursuant to NRCP 16.1:

21 **A. LIST OF WITNESSES**

- 22 1. A. Jonathan Schwartz  
23 c/o Solomon Dwiggins & Freer, Ltd.  
24 9060 W. Cheyenne Avenue  
25 Las Vegas, Nevada 89129  
26 Telephone: 702-853-5483

27 Mr. Schwartz is expected to testify regarding his knowledge of the facts and circumstances  
28 surrounding the allegations set forth in the pleadings on file in the instant matter.

2. Lenard Schwartzer

1 c/o Schwartzer & McPherson Law Firm  
2 2850 S. Jones Boulevard, Suite 1  
3 Las Vegas, Nevada 89146  
4 Telephone: 702-228-7590

5 Mr. Schwartzer is expected to testify regarding his knowledge of the facts and circumstances  
6 surrounding the allegations set forth in the pleadings on file in the instant matter.

7 3. Elliott Klain  
8 c/o Summit Anesthesia Consultants  
9 2931 N. Tenaya Way, Suite 102  
10 Las Vegas, Nevada 89128  
11 Telephone: 702-380-8111

12 Mr. Klain is expected to testify regarding his knowledge of the facts and circumstances  
13 surrounding the allegations set forth in the pleadings on file in the instant matter.

14 4. Neville Pokroy  
15 c/o Nephrology & Endocrine Associates  
16 500 S. Rancho Drive, Suite 12  
17 Las Vegas, Nevada 89106  
18 Telephone: 702-877-1887

19 Mr. Pokroy is expected to testify regarding his knowledge of the facts and circumstances  
20 surrounding the allegations set forth in the pleadings on file in the instant matter.

21 5. Roberta Sabbath  
22 c/o UNLV English Department  
23 Bldg. CDC-323  
24 4505 Maryland Parkway  
25 Las Vegas, Nevada 89154  
26 Telephone: 702-895-5972

27 Ms. Sabbath is expected to testify regarding her knowledge of the facts and circumstances  
28 surrounding the allegations set forth in the pleadings on file in the instant matter.

6. Steve Wessels  
c/o HL Filmworks  
Gail Valinoti, Registered Agent  
8824 Storm Cloud Avenue  
Las Vegas, Nevada 89129

Mr. Wessels is expected to testify regarding his knowledge of the facts and circumstances  
surrounding the allegations set forth in the pleadings on file in the instant matter.

7. Haydon Lane

1 c/o HL Filmworks  
2 Gail Valinoti, Registered Agent  
3 8824 Storm Cloud Avenue  
4 Las Vegas, Nevada 89129

5 Mr. Lane is expected to testify regarding her knowledge of the facts and circumstances surrounding  
6 the allegations set forth in the pleadings on file in the instant matter.

7 **8. Dr. Miriam Adelson**  
8 **c/o Kemp, Jones & Coulthard, LLP**  
9 **3800 Howard Hughes Parkway**  
10 **Seventeenth Floor**  
11 **Las Vegas, Nevada 89169**  
12 **Telephone: 702-385-6000**

13 Dr. Adelson is expected to testify regarding her knowledge of the facts and circumstances  
14 surrounding the allegations set forth in the pleadings on file in the instant matter.

15 **9. Sheldon G. Adelson**  
16 **c/o Kemp, Jones & Coulthard, LLP**  
17 **3800 Howard Hughes Parkway**  
18 **Seventeenth Floor**  
19 **Las Vegas, Nevada 89169**  
20 **Telephone: 702-385-6000**

21 Mr. Adelson is expected to testify regarding her knowledge of the facts and circumstances  
22 surrounding the allegations set forth in the pleadings on file in the instant matter.

23 **10. Roni Amid**  
24 **c/o Kemp, Jones & Coulthard, LLP**  
25 **3800 Howard Hughes Parkway**  
26 **Seventeenth Floor**  
27 **Las Vegas, Nevada 89169**  
28 **Telephone: 702-385-6000**

Roni Amid is expected to testify regarding her knowledge of the facts and circumstances  
surrounding the allegations set forth in the pleadings on file in the instant matter.

**11. Jill Hanon**  
**c/o Kemp, Jones & Coulthard, LLP**  
**3800 Howard Hughes Parkway**  
**Seventeenth Floor**  
**Las Vegas, Nevada 89169**  
**Telephone: 702-385-6000**

1 Ms. Hanlon is expected to testify regarding her knowledge of the facts and circumstances  
2 surrounding the allegations set forth in the pleadings on file in the instant matter.

3 12. Phillip Kanor  
4 c/o Kemp, Jones & Coulthard, LLP  
5 3800 Howard Hughes Parkway  
6 Seventeenth Floor  
7 Las Vegas, Nevada 89169  
8 Telephone: 702-385-6000

9 Mr. Kantor is expected to testify regarding her knowledge of the facts and circumstances  
10 surrounding the allegations set forth in the pleadings on file in the instant matter.

11 13. Tamar Lubin Saposhnik  
12 10401 W. Charleston Boulevard  
13 Las Vegas, Nevada 89135

14 Ms. Saposhnik is expected to testify regarding her knowledge of the facts and circumstances  
15 surrounding the allegations set forth in the pleadings on file in the instant matter.

16 14. Ercy Rosen  
17 c/o Kemp, Jones & Coulthard, LLP  
18 3800 Howard Hughes Parkway  
19 Seventeenth Floor  
20 Las Vegas, Nevada 89169  
21 Telephone: 702-385-6000

22 Ercy Rosen is expected to testify regarding her knowledge of the facts and circumstances  
23 surrounding the allegations set forth in the pleadings on file in the instant matter.

24 15. Paul Schiffman\  
25 c/o Kemp, Jones & Coulthard, LLP  
26 3800 Howard Hughes Parkway  
27 Seventeenth Floor  
28 Las Vegas, Nevada 89169  
Telephone: 702-385-6000

Mr. Schiffman is expected to testify regarding her knowledge of the facts and circumstances  
surrounding the allegations set forth in the pleadings on file in the instant matter.

16. Dorit Schwartz  
9116 Golden Eagle Drive  
Las Vegas, Nevada 89134  
Telephone: 702-768-4998



1 Ms. Schwartz is expected to testify regarding her knowledge of the facts and circumstances  
2 surrounding the allegations set forth in the pleadings on file in the instant matter.

3 17. Tom Spiegel  
4 c/o Kemp, Jones & Coulthard, LLP  
5 3800 Howard Hughes Parkway  
6 Seventeenth Floor  
7 Las Vegas, Nevada 89169  
8 Telephone: 702-385-6000

9 Mr. Spiegel is expected to testify regarding her knowledge of the facts and circumstances  
10 surrounding the allegations set forth in the pleadings on file in the instant matter.

11 18. Irv Steinberg  
12 7913 Bridge Gate Drive  
13 Las Vegas, Nevada 89128

14 Mr. Steinberg is expected to testify regarding her knowledge of the facts and circumstances  
15 surrounding the allegations set forth in the pleadings on file in the instant matter.

16 19. Sam Ventura  
17 c/o Kemp, Jones & Coulthard, LLP  
18 3800 Howard Hughes Parkway  
19 Seventeenth Floor  
20 Las Vegas, Nevada 89169  
21 Telephone: 702-385-6000

22 Mr. Ventura is expected to testify regarding her knowledge of the facts and circumstances  
23 surrounding the allegations set forth in the pleadings on file in the instant matter.

24 20. Benjamin Yerushalmi  
25 c/o Kemp, Jones & Coulthard, LLP  
26 3800 Howard Hughes Parkway  
27 Seventeenth Floor  
28 Las Vegas, Nevada 89169  
Telephone: 702-385-6000

Mr. Yerushalmi is expected to testify regarding her knowledge of the facts and circumstances  
surrounding the allegations set forth in the pleadings on file in the instant matter.

20. Susan Pacheco  
c/o Solomon Dwiggin & Freer, Ltd.  
9060 W. Cheyenne Avenue  
Las Vegas, Nevada 89129  
Telephone: (702) 853-5483

**Ms. Pacheco is expected to testify regarding her knowledge of the facts and circumstances surrounding the allegations set forth in the pleadings on file in the instant matter.**

Mr. Schwartz reserves the right to call any and all witnesses identified by any other party in this matter. Mr. Schwartz further reserves the right to supplement this list of witnesses as discovery continues.

## B. LIST OF DOCUMENTS

1. Letter from A. Jonathan Schwartz (Estate of Milton I. Schwartz) to Sheldon G. Adelson, dated May 10, 2010, Bates-Numbered EST-00001 to EST-00003;
2. Draft Agreement between the State of Milton I. Schwartz and The Milton I. Schwartz Hebrew Academy, Bates-Numbered EST-00004 to EST-00007;
3. Letter from the 2008 Gala Committee of the MISHA to Jonathan Schwartz, DATED May 28, 2008, Bates-Numbered EST-00008;
4. Slipsheet, "Agreements," Bates-Numbered EST-00009;
5. Minutes of the Board of Trustees of The Hebrew Academy, dated August 14, 1989, Bates-Numbered EST-00010;
6. Letter from Dr. Roberta Sabbath to Milton I. Schwartz, dated May 23, 1996, Bates-Numbered EST-00011 to EST-00013;
7. Bylaws of The Milton I. Schwartz Hebrew Academy, dated February 2, 2004 (1<sup>st</sup> page only), Bates-Numbered EST-00014;
8. Letter from Dr. Miriam and Sheldon G. Adelson and Toni and Victor Chaltiel, Bates-Numbered EST-00016;
9. Tribute to Milton I. Schwartz, Bates-Numbered EST-00017;
10. Slipsheet, "2010," Bates-Numbered EST-00018;
11. Advertisement – Congratulations to Paul & Sandy Schiffman, Bates-Numbered EST-00019;
12. Agreement between the Estate of Milton I. Schwartz and The Milton I. Schwartz Hebrew Academy (Draft), March 2010, Bates-Numbered EST-00020 to EST-00023;

13. Email from Jonathan Schwartz to Paul Schiffman, dated March 9, 2010, Bates-Numbered EST-00024;
14. Media Drafts, Bates-Numbered EST-00025 to EST-00027;
15. Letter form Paul Schiffman to Jonathan Schwartz, dated April 17, 2008, Bates-Numbered EST-00028;
16. Letter from Jonathan Schwartz to Paul Schiffman, dated August 28, 2008, Bates-Numbered EST-00029 to EST-00030;
17. Handwritten note from Paul Schiffman to Jonathan Schwartz, Bates-Numbered EST-00031;
18. Handwritten letter from Davida Sims to Jonathan Schwartz, dated March 4, 2010, Bates-Numbered EST-00032;
19. Letter from the 2011-2012 Gala Committee, dated December 2, 2011, Bates-Numbered EST-00033 to EST-00034;
20. Las Vegas Sun Article, "Academy given \$500,000," dated August 21, 1989, Bates-Numbered EST-00035 to EST-00036;
21. Letter from Milton Schwartz to Carolyn Goodman, dated October 17, 1989, Bates-Numbered EST-00037;
22. Letter from Carolyn and Oscar Goodman to Milton Schwartz, dated October 2, 1989, Bates-Numbered EST-00038;
23. Memorandum from Dr. Tamar Lubin to Parents, dated December 14, 1990, Bates-Numbered EST-00039;
24. Las Vegas Review Journal Article, "Setting for Hebrew Academy inspiring," Bates-Numbered EST-00040;
25. Article, "Mezuzah Ceremony Highlights Milton I. Schwartz Hebrew Academy Dedication," dated January 11, 1991, Bates-Numbered EST-00041;
26. Certificate of Amendment of Articles of Incorporation of the Milton I. Schwartz Hebrew Academy, Dated July 7, 1994, Bates-Numbered EST-00042;

27. Milton I. Schwartz Hebrew Academy Board of Trustee Minutes, dated May 21, 1992, Bates-Numbered EST-00043 to EST-00049;
28. Milton I. Schwartz Hebrew Academy Financial Statements with Auditors' Report, dated June 30, 2000, Bates-Numbered EST-00050 to EST-00058;
29. History of Academy, Bates-Numbered EST-00059;
30. Letter from Milton Schwartz to Ronni Epstein of the Jewish Federation of Las Vegas, dated February 22, 1994, Bates-Numbered EST-00063 to EST-00064;
31. Jewish Federation of Las Vegas Board of Directors Meeting Agenda, dated January 18, 1994, Bates-Numbered EST-00065 to EST-00072;
32. Letter from Milton Schwartz to Fred Berkley, dated August 10, 1995, Bates-Numbered EST-00073;
33. Letter from Lenard Schwartz to Jack Wallis, dated October 11, 1990, Bates-Numbered EST-00074;
34. The Hebrew Academy Minutes of the Board of Trustees, Special Meeting, dated August 14, 1989, Bates-Numbered EST-00075;
35. Fax from Jonathan Schwartz with handwritten note, dated March 4, 2010, Bates-Numbered EST-00076;
36. Unsigned Letter dated August 14, 1989, Bates-Numbered EST-00077;
37. Advertisement relating to The Milton I. Schwartz Hebrew Academy, Bates-Numbered EST-00078;
38. Envelope addressed to Jonathan Schwartz, dated January 28, 2010, Bates-Numbered EST-00079;
39. Advertisement relating to The Milton I. Schwartz Hebrew Academy, Bates-Numbered EST-00080;
40. Advertisement relating to The Adelson School, Bates-Numbered EST-00081;

- 1 41. The Dr. Miriam and Sheldon G. Adelson High School and The Milton I. Schwartz Hebrew  
2 Academy Board of Trustees Meeting Minutes, dated May 8, 2007, Bates-Numbered EST-  
3 00082 to EST-00084;
- 4 42. First Codicil, dated January 27, 2006, to Last Will and Testament of Milton I. Schwartz dated  
5 February 5, 2004, Bates-Numbered EST-00085 to EST-00089;
- 6 43. Last Will and Testament of Milton I. Schwartz dated February 5, 2004, Bates-Numbered EST-  
7 00090 to EST-00096;
- 8 44. ByLaws of The Milton I. Schwartz Hebrew Academy, dated December 18, 1990, Bates-  
9 Numbered EST-00097 to EST-00105;
- 10 45. ByLaws of The Milton I. Schwartz Hebrew Academy, dated April 13, 1999, Bates-Numbered  
11 EST-00106 to EST-00115;
- 12 46. ByLaws of The Milton I. Schwartz Hebrew Academy, dated July 1992, Bates-Numbered EST-  
13 00116 to EST-00133;
- 14 47. Letter from Daniel Goldfarb to Milton I. Schwartz, dated July 24, 1992, Bates-Numbered EST-  
15 00134;
- 16 48. Fax from Edward Goldman to Milton I. Schwartz, dated July 27, 1992, Bates-Numbered EST-  
17 00135;
- 18 49. ByLaws of The Milton I. Schwartz Hebrew Academy, Bates-Numbered EST-00136 to EST-  
19 000141;
- 20 50. ByLaws of The Milton I. Schwartz Hebrew Academy, Bates-Numbered EST-00142 to EST-  
21 000147;
- 22 51. List of Members of the Board of Trustees of The Milton I. Schwartz Hebrew Academy, dated  
23 1991, Bates-Numbered EST-00148;
- 24 52. Letter from Frederic Berkley to Milton Schwartz, dated August 30, 1990, Bates-Numbered  
25 EDST-00149;
- 26 53. Certificate of Amendment to the Articles of Incorporation of The Hebrew Academy, dated  
27 August 22, 1990, Bates-Numbered EST-00150 to EST-00152;

54. Clark County Assessor's Parcel Ownership History for APN 138-19-516-001, dated March 15, 2013, Bates-Numbered EST-00154;
55. Quitclaim Deed, dated April 9, 1991, Bates-Numbered EST-00155;
56. Letter from Lawyer's Title of Nevada, Inc. to Milton Schwartz, dated August 22, 2002, Bates-Numbered EST-00156 to EST-00159;
57. Adelson Prep Brochure, Bates-Numbered EST-00160 to EST-00167;
58. Las Vegas Review Journal Article, "Adelsons announce gift at gala to build new Hebrew school," dated April 14, 2005, Bates-Numbered EST-00168 to EST-00169;
59. Las Vegas Review Journal Article, "Schwartz receives Pursuit of Excellence Award at Gala," dated May 17, 2007, Bates-Numbered EST-00170;
60. Photograph of Milton I. Schwartz grave marker, Bates-Numbered EST-00171;
61. Second Codicil, dated July 21, 2006, to Last Will and Testament of Milton I. Schwartz, Bates-Numbered EST-00172 to EST-00176;
62. Spring 2007 Tribute to Milton Schwartz credits, Bates-Numbered EST-00177 to EST-00181;
63. HL Filmworks, Spring 2007 Tribute to Milton Schwartz credits, Bates-Numbered EST-00182 to EST-00188;
64. Letter from Lenard Schwartzer to Milton I. Schwartz, dated July 17, 1992, Bates-Numbered EST-00189;
65. Adelson Education Campus website pages, dated June 21, 2013, Bates-Numbered EST-00190 to EST-00193;
66. Affidavit of David Sternberg, dated March 8, 1993, Bates-Numbered EST-00194 to EST-00204;
67. Affidavit of Tamar Lubin aka Tamar Lubin Saposhnik, dated March 11, 1999, Bates-Numbered EST-00205 to EST-00227;
68. Articles of The Hebrew Academy, dated February 27, 1980, Bates-Numbered EST-00228 to EST-00236;

69. Certificate of Amendment of Articles of Incorporation of the Milton I. Schwartz Hebrew Academy, dated October 19, 1994, Bates-Numbered EST-00237 to EST-00240;
70. Certificate of Amendment of Articles of Incorporation of The Hebrew Academy, dated March 21, 1997, Bates-Numbered EST-00241 to EST-00243;
71. Certificate of Amendment to the Articles of Incorporation of The Hebrew Academy, DATED August 22, 1990, Bates-Numbered EST-00244 to EST-00249;
72. Certificate of Amendment of Articles of Incorporation for the Milton I. Schwartz Hebrew Academy, dated March 21, 2008, Bates-Numbered EST-00250 to EST-00254;
73. Certificate of Death for Milton I. Schwartz, dated August 9, 2007, Bates-Numbered EST-00255;
74. Declaration of Paul Schiffman, dated May 2, 2013, Bates-Numbered EST-00256 to EST-00259;
75. Declaration of Paul Schiffman, dated May 2, 2013, Bates-Numbered EST-00260 to EST-00262;
76. Letters Testamentary, dated January 30, 2008, Bates-Numbered EST-00263 to EST-00264;
77. Milton I. Schwartz Contributions/Donations Spreadsheet for the period of 1988-2007, Bates-Numbered EST-00265 to EST-00266;
78. Promissory Note between The Milton I. Schwartz Hebrew Academy and Bank of Nevada, dated December 6, 2007, Bates-Numbered EST-00267 to EST-00268;
79. Supplemental Affidavit of Michael Novick, dated February 19, 1993, Bates-Numbered EST-00269 to EST-00272;
80. Supplemental Affidavit of Milton I. Schwartz, dated February 23, 1993, Bates-Numbered EST-00273 to EST-00278;
81. Letter from Victor Chaltiel to Jewish Community Member, dated January 23, 2006, Bates-Numbered EST-00279 to EST-00280;
82. January 28, 1987 Bylaws of The Hebrew Academy, Bates-Numbered EST-00281 to EST-00286;

- 1 83. The Milton I. Schwarz Hebrew Academy 2007 Gala Tribute Journal Order Form, Bates-  
2 Numbered EST-00287;
- 3 84. Minutes from the Executive Board of Trustees Meeting, dated March 14, 2007, Bates-  
4 Numbered EST-00288 to EST-00289;
- 5 85. Reply to Defendants' Opposition to Plaintiff's Motion for Declaratory Judgment and  
6 Injunctive Relief; Plaintiff's Opposition to Defendant's Countermotion for Sanctions;  
7 Plaintiff's Opposition to Defendant's Countermotion to Dismiss or, in the Alternative, for a  
8 More Definite Statement; and Plaintiff's Countermotion to Strike Defendants' Opposition,  
9 dated February 22, 1993, Bates-Numbered EST-00290 to EST-00310;
- 10 86. Second Supplemental Affidavit of Milton I. Schwartz, dated March 31, 1993, Bates-Numbered  
11 EST-00311 to EST-00312;
- 12 87. Milton I. Schwartz Hebrew Academy correspondence dated March 16, 2007, Bates-Numbered  
13 EST-00313 to EST-315;
- 14 88. Clark County Records Search regarding Parcel No. 138-19-516-001, dated February 18, 2010,  
15 Bates-Numbered EST-00316 to EST-00319;
- 16 89. Southern Nevada.US.Mensa.org Article regarding Milton I. Schwartz, Bates-Numbered EST-  
17 00320 to EST-00321;
- 18 90. DVD's produced by Steve Wessells labeled as follows<sup>1</sup>:
- 19 a. Milton IS 1-5-07 #1 INT 2;  
20 b. Milton Int 5/26/07 3;  
21 c. Milton Int #1 & Mirian 6/12/07;  
22 d. Milton Int. #2 & Mirian 6/12/07 5;  
23 e. \*2007 – Milton & Kids Library Victor Int 1;  
24 f. School Shoot #2;  
25 g. Adelson High Ground Breaking JVC HDV Camera 11/21/06;  
26 h. Adelson High Ground Breaking;  
27 i. Milton Pigeons;  
28 j. Int. Tape #1 Paul S. & Victor;  
k. Milton I. Schwartz "That's My Story" 60 minutes; and  
l. Milton I. Schwartz: Three Movies;  
1. Milton I. Schwartz: That's My Story 60 minutes;

<sup>1</sup> It is our understanding that Lionel Sawyer & Collins ("LSC") received a copy of the DVD's produced by Mr. Wessells however, if LSC would like our office to reproduce the same, please so advise.



2. 2007 Gala Film Updated – 11 minutes; and
3. Milton & Kids in Library – 9 minutes;

**91. From Chaos to Order – Tamar Lubin Saposhnik, Ph.D., Bates-Numbered EST-000322 to EST-000399; and**

**92. Internet Archive Wayback Machine Articles regarding The Adelson Educational Campus, Bates-Numbered EST-000400 to EST-000405.**

Mr. Schwartz reserves the right to utilize any documents identified by any other party in this matter. Mr. Schwartz further reserves the right to supplement this list of documents as discovery continues.

### III.

#### COMPUTATION OF DAMAGES

Mr. Schwartz is are seeking damages against the Dr. Miriam and Sheldon G. Adelson Education Institute in the amount of the donations made by Milton I Schwartz during his lifetime to the Milton I. Schwartz Hebrew Academy which were conditioned on the perpetual naming rights agreement at issue, in the approximate amount of \$1,055,903.75, and prejudgment interest at the statutory legal rate. To the extent that attorneys' fees and costs are awardable to Mr. Schwartz against the Dr. Miriam and Sheldon G. Adelson Education Institute should he prevail in this action, Mr. Schwartz will supplement this disclosure with a computation of such fees and costs when appropriate.

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IV.

INSURANCE AGREEMENTS

Defendants / Counterclaimants are not at this time aware of any applicable

DATED this 15<sup>th</sup> day of July, 2016.

SOLOMON DWIGGINS & FREER, LTD.

By: 

MARK A. SOLOMON, ESQ.  
Nevada State Bar No. 00418  
msolomon@sdfnlaw.com  
ALAN D. FREER, ESQ.  
Nevada State Bar No. 7706  
afreer@sdfnlaw.com  
ALEXANDER G. LEVEQUE, ESQ.  
Nevada Bar No. 11183  
aleveque@sdfnlaw.com  
9060 West Cheyenne Avenue  
Las Vegas, Nevada 89129

Attorneys for A. Jonathan Schwartz

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on July 15, 2016, I caused a true and correct copy of the foregoing

**A. JONATHAN SCHWARTZ'S SECOND SUPPLEMENT TO INITIAL DISCLOSURES**

**PURSUANT TO NRCP 16.1** to be served via the Court's Odyssey/Wiznet service provider, pursuant to NRCP 5(b)(2)(D), EDCR 8.05 (a-f) and Rule 9 of N.E.F.C.R., to the following party(ies):

J. Randall Jones, Esq.

Dave Blake, Esq.

**KEMP, JONES & COULTHARD, LLP**

3800 Howard Hughes Parkway, 17<sup>th</sup> Floor

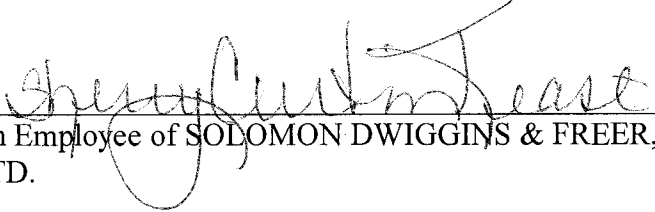
Las Vegas, NV 89169

[r.jones@kempjones.com](mailto:r.jones@kempjones.com)

[d.blake@kempjones.com](mailto:d.blake@kempjones.com)

*Attorneys for The Dr. Miriam and Sheldon G. Adelson*

*Educational Institute*

  
An Employee of SOLOMON DWIGGINS & FREER,  
LTD.

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

**Case No. 73066**

**A. JONATHAN SCHWARTZ, EXECUTOR OF  
THE ESTATE OF MILTON I. SCHWARTZ**

Petitioner

vs.

**THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
AND THE HONORABLE GLORIA STURMAN**

Respondents

and

**THE DR. MIRIAM AND SHELDON G. ADELSON  
EDUCATIONAL INSTITUTE**

Real Party in Interest

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**A. JONATHAN SCHWARTZ'S APPENDIX OF EXHIBITS TO PETITION  
FOR REVIEW  
VOLUME 4 – PAGES 184-246**

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**SOLOMON DWIGGINS & FREER, LTD.**

Alan D. Freer (#7706)

Alexander G. LeVeque (#11183)

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Las Vegas, Nevada 89129

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aleveque@sdfnvlaw.com

*Attorneys for Petitioner, A. Jonathan Schwartz*

# ALPHABETICAL INDEX

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Adelson Educational Institute's Eighth Supplement to its Initial Disclosures Pursuant to N.R.C.P. 16.1	08/11/2016	4	220-230
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Order Denying Petition for Writ of Mandamus or Prohibition	06/26/2017	6	345-348

# EXHIBIT “5”

given to Bill  
3-24-05

BY LAWS

OF

Exhibit F

THE MILTON I. SCHWARTZ

HEBREW ACADEMY

ARTICLE I

PURPOSE AND POWERS

Section 1.01. Name. The name of the Corporation is the Milton I. Schwartz Hebrew Academy and will remain so in perpetuity.

Section 1.02. Purpose. The Corporation shall have such purposes as are now or may hereafter be set forth in its Articles of Incorporation.

Section 1.03. Powers. The Corporation shall have such powers as are now or may hereafter be granted by the Nonprofit Corporation Act of the State of Nevada.

ARTICLE II

OFFICES

The principal office of the Corporation for the transaction of its business is shall be located at 9700 West Hillpointe Road, Las Vegas, Clark County, Nevada. The Corporation shall have and continuously maintain in the State of Nevada a registered office and a registered agent and may have other offices within or without the State of Nevada as the Board of Trustees may from time to time determine.

ARTICLE III

BOARD OF TRUSTEES

Section 3.01. General Powers. All of the business and affairs of the Corporation shall be managed and controlled by the Board of Trustees.

Section 3.02. Number Election And Tenure. The Board of Trustees shall consist of not less than 12 nor more than 20 members (each member may hereinafter be referred to as a "Trustee" and, collectively, as the "Trustees"). Each of the Trustees of the Corporation shall be elected and appointed to the office at a duly constituted meeting of the Board of Trustees, and shall serve for a



term of three (3) years. A Trustee's term of office shall commence upon the election and appointment of such Trustee and shall continue until the earlier to occur of the election and appointment of such Trustee's successor or the death, resignation or removal of such Trustee. The election of Trustees shall be staggered. The School Head shall not be eligible for election to the Board of Trustees as a Trustee while serving the Corporation in such capacity.

Section 3.03. Ex Officio Members Of The Board. The Trustees may from time to time, with the consent of a majority of the Board of Trustees, appoint one or more additional persons, including, without limitation, the School Head, as ex officio members of the Board. Ex officio members of the Board of Trustees shall be entitled to all of the rights and privileges of Trustees but shall not have any voting rights nor shall they be counted in determining the existence of a quorum.

Section 3.04. Annual Meeting. Unless action is taken by written consent, an annual meeting of the Board of Trustees shall be held in June of each year, at such time and place as shall be designated by the President of the Corporation in the notice of the meeting for the purpose of electing Officers (as hereinafter defined) and Trustees and for the transaction of such other business as may come before the meeting.

Section 3.05. Regular Meeting. Unless action is taken by written consent, a regular meeting of the Board of Trustees shall be held at least once every ninety (90) days, at such time and place as shall be designated by the President of the Corporation in the notice of the meeting for the transaction of such Corporate business as may come before the meeting, unless otherwise determined by a majority vote of the Board of Trustees. The Board of Trustees may provide by resolution for the holding of additional regular meetings.

Section 3.06. Special Meetings. Special meetings of the Board of Trustees may be called by the Secretary at the direction of the President of the Corporation, or a majority of the voting Trustees then in office, to be held at such time and place, either within or without the State of Nevada, as shall be designated in the notice of the meeting.

Section 3.07. Notice. Notice of the time and place of any meeting of the Board of Trustees shall be given at least three days previously thereto by written notice delivered personally or sent by mail or telegram to each Trustee at this address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of any meeting. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless required by statute or under these Bylaws.

Section 3.08. Quorum. A simple majority of the Board of Trustees shall constitute a quorum of the transaction of business at any meeting of the Board of Trustees. If no quorum is present at any meeting of the Board of Trustees, no business of the Corporation may be conducted, except that a majority of the Trustees present may adjourn the meeting from time to time without further notice.

Section 3.09. Action By Written Consent. Any action which may be taken at any annual, regular or special meeting of the Board of Trustees may be taken without a meeting if a written consent is distributed to the Trustees, setting forth the proposed action, providing an opportunity for the Trustees to specify approval or disapproval of any proposal. The written consent shall be filed with the Secretary of the Corporation and maintained in the corporate records.

Section 3.10. Manner Of Acting.

(a) Formal Action by Trustees. The act of a majority of Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees.

(b) Informal Action by Trustees. No action of the Board of Trustees shall be valid unless taken at a meeting at which a quorum is present except that any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing (setting forth the action so taken) shall be signed by each Trustee entitled to vote.

(c) Telephonic Meetings. Trustees may participate in a meeting of the Board of Trustees through the use of a conference telephone or similar communications equipment, so long as all Trustees participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

Section 3.11. Resignations. Any Trustee may resign from the Board of Trustees at any time by giving written notice to the President or the Secretary of the Corporation and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12. Removal. Any Trustee may be removed from office, with or without cause, by a two-thirds (2/3) vote of the Board of Trustees of the Corporation at any regular meeting of the Board of Trustees of the Corporation or at any special meeting of the Board of Trustees specifically called and noticed for that purpose. A Trustee may be removed for any reason whatsoever, including, without limitation, the following:

(a) The failure of a Trustee to attend three (3) consecutive meetings of the Board of Trustees of the Corporation;

(b) The Trustee commits any act or omission that brings disrepute or embarrassment upon the Corporation;

(c) The Trustee repeatedly and persistently fails to abide by the policies established by the Board of Trustees of the Corporation; or

(d) The Trustee discloses any confidential information concerning the Corporation or any of the schools operated by the Corporation to any third parties without the express or implied consent of the Board of Trustees.

Section 3.13. Vacancies. Any vacancy on the Board of Trustees of the Corporation whether created by the death, resignation or removal of a Trustee or by an increase in the number of Trustees, may be filled at any time by a majority of the remaining Trustees.

Section 3.14. Compensation; Reimbursement for Expenses. Trustees shall not be entitled to receive any salary or other compensation from the Corporation for their services as Trustees of the Corporation. Trustees shall be entitled to reimbursement for actual expenses incurred by the Trustees related to the performance of their duties; provided, that the Board of Trustees shall have the right to establish rules and other guidelines regarding such reimbursements.

#### ARTICLE IV

#### STANDING AND SPECIAL COMMITTEES

Section 4.01. Executive Committee. There shall be an Executive Committee which shall be comprised of (i) the Officers of the Corporation, (ii) the School Head and (iii) any other person or persons designated by the Board of Trustees. The School Head and any other person or persons appointed by the Board of Trustees to the Committee (other than the Officers of the Corporation) shall be members of the Committee, ex officio, or without a vote.

The Executive Committee shall advise and aid the Board of Trustees of the Corporation in all matters concerning the Corporation's interests and management of its business and, when the Board of Trustees is not in session, the Executive Committee shall have and may exercise its powers as may be from time to time to expressly delegated to it by the Board of Trustees.

Section 4.02. Nominating Committee. There shall be a Nominating Committee which shall be comprised of at least three Trustees and the School Head. The Nominating Committee shall be responsible for reviewing any candidates for election to the Board as a Trustee and submitting recommendations regarding such candidates to the Board of Trustees. Such recommendations must be submitted to each of the Trustees at least thirty (30) days prior to the date of the meeting of the Board of Trustees at which the election of Trustees is to occur.

Section 4.03. Other Committees. Either the Board of Trustees or the President, subject to the approval of the Board of Trustees, may create such other committees from time to time as it deems necessary.

Section 4.04. Chairpersons. The President, subject to the approval of the Board, shall select the members and designate the Chairperson of any committees created hereunder and shall prescribe their duties which shall not be inconsistent with these Bylaws.

## ARTICLE V

### OFFICERS

Section 5.01. Officers. The officers of the Corporation shall consist of the President, the First Vice-President, the Second Vice-President, Secretary, and Treasurer, and any subordinate officer or officers to fill such subordinate office or offices as may be created by the Board of Trustees (each officer may hereinafter be referred to as an "Officer" and, collectively, as the "Officers"). Any person may hold more than one office.

Section 5.02. President. The President shall preside at all meetings of the Board of Trustees or the Executive Committee at which he or she may be present; shall perform such other duties as may be prescribed by these Bylaws or assigned to him or her by the Board of Trustees, and shall coordinate the work of the Officers and committees of the Corporation in order that the purposes of the Corporation may be promoted.

Section 5.03. First Vice-President. The First Vice-President shall act as an aid to the President and shall perform the duties of the President in the absence or disability of that Officer to act. He or she shall carry out such additional duties as may be assigned to him or her by the President or the Board of Trustees.

Section 5.04. Second Vice-President. The Second Vice-President shall act as an aid to the President and shall perform the duties of the President in the absence or disability of the President and the First Vice-President to act. He or she shall carry out such additional duties as may be assigned to him or her by the President or the Board of Trustees.

Section 5.05. Secretary. The Secretary shall record the minutes of all meetings of the Board of Trustees and the Executive Committee, and shall perform such other duties as may be delegated to him or her.

Section 5.06. Treasurer. The Treasurer shall have custody of all of the funds of the Corporation; shall keep a full and accurate account of receipts and expenditures, and shall make disbursements in accordance with the approved budget, as authorized by the Board of Trustees or the Executive Committee. The Treasurer shall present interim financial reports when requested by the Board of Trustees or the Executive Committee, and shall make a full report at the annual meeting. The Treasurer shall be responsible for the maintenance of such books of accounts and records as conform to the requirements of the Bylaws.

Section 5.07. Duties. All Officers shall perform the duties prescribed in these Bylaws and such other duties as may be assigned to them from time to time. All Officers shall deliver to their successors all official material not later than ten (10) days following the election of their successors.

Section 5.08. Election. The Officers of the Corporation shall be elected annually as the first order of business at the annual meeting of the Board of Trustees. Officers shall serve for a term of one (1) year and until the election and qualification of their successors. To be eligible for election as an Officer of the Corporation, a person must be serving as a Trustee of the Corporation.

Section 5.09. Vacancy. The Board of Trustees may fill any vacancy created by death, resignation or removal of any Officer, for the unexpired term of such Officer, at any regular meeting of the Board of Trustees of the Corporation or at any special meeting specifically called and noticed for that purpose.

Section 5.10. Removal. The Board of Trustees may remove any Officer at any regular meeting of the Board of Trustees of the Corporation or at any special meeting specifically called and noticed for that purpose. An Officer may be removed for any reason whatsoever, including, without limitation, the following:

- (a) The Officer commits any act or omission that brings disrepute or embarrassment upon the Corporation;
- (c) The Officer repeatedly and persistently fails to abide by the policies established by the Board of Trustees of the Corporation; or
- (d) The Officer discloses any confidential information concerning the Corporation or any of the schools operated by the Corporation to any third parties without the express or implied consent of the Board of Trustees.

## ARTICLE VI

### INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS INSURANCE

Section 6.01. The Corporation shall indemnify, to the maximum extent permitted by the law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Corporation, by reason of the fact that he or she is or was a Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Trustee, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in

or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his conduct was unlawful.

Section 6.02. The Corporation shall indemnify, to the maximum extent permitted by the law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Trustee, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, but no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 6.03. To the extent that a Trustee, Officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.01 and 6.02, or in defense of any claim, issue or matter therein, he or she shall be indemnified by the Corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with such defense.

Section 6.04. Any indemnification under Sections 6.01 and 6.02, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Trustee, Officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 6.01 and 6.02. Such determination shall be made:

(a) By the Board of Trustees by majority vote of a quorum consisting of Trustees who were not parties to such act, suit or proceeding;

(b) If such a quorum of disinterested Trustees so orders, by independent legal counsel in a written opinion; or

(c) If such a quorum of disinterested Trustees cannot be obtained, by independent legal counsel in a written opinion.

Section 6.05. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Trustees in the specific case upon receipt of an undertaking by or on behalf of the Trustee, Officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Corporation as authorized in this section.

Section 6.06. The indemnification provided by this section:

(a) Does not exclude any other rights to which a person seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested Trustees or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office; and

(b) Shall continue as to a person who has ceased to be a Trustee, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6.07. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Trustee, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

## ARTICLE VII

### CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

Section 7.01. Contracts. The Board of Trustees may authorize any Officer or agent of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.02. Borrowing. No loan shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

Section 7.03. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select.

Section 7.04. Gifts. The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any specific purpose of the Corporation. The Board of Trustees may vary the use to which a specific contribution, gift, bequest or devise can be put in the event the use for which the contribution, gift, bequest or devise is to be used becomes impossible, unnecessary, impractical or contrary to the best interests of the Corporation.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.01. Books And Records. The Corporation shall keep correct and complete books and records of account, and the minutes of the proceedings of the Board of Trustees and Executive Committee. Copies of the minutes of the Board of Trustees and of the Executive Committee shall be regularly distributed to each member of the Board of Trustees and the Executive Committee. The books and records of accounts, and the records of the actions of proceedings of the Board of Trustees and the Executive Committee shall be open to inspection upon the written demand of any Trustee at any reasonable time and for any purpose reasonably related to its interest as a Trustee. Such inspection may be made by any agent or attorney of the Trustee and the right to make such inspection shall include the right to make extracts.

Section 8.02. Intentionally Deleted.

Section 8.03. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year unless otherwise determined by resolution of the Board of Trustees.

Section 8.04. Waiver Of Notice. Whenever any notice is required to be given under the provisions of the Nonprofit Corporation Act of the State of Nevada or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 8.05. Self-Dealing. In the exercise of voting rights by members of the Board, no individual shall vote on any issue, motion, or resolution which directly or indirectly inures to his benefit financially except that such individual may be counted in order to qualify a quorum and, except as the Board may otherwise direct, may participate in the discussion of such an issue, motion, or resolution if he or she first discloses the nature of his or her interest.

Section 8.06. Loans To Officers And Trustees Prohibited. No loans shall be made by the Corporation to its Officers or Trustees. The Trustees of the Corporation who vote for or assent to the making of a loan to an Officer or Trustee of the Corporation, and any Officer or Officers



participating in the making of such loan, shall be jointly and severally liable to the Corporation for the amount of such loan until the repayment thereof.

Section 8.07. Additional Organizations. The Board of Trustees may authorize the formation of such auxiliary organizations as would in the opinion of the Board assist in the fulfillment of the purposes of the Corporation.

Section 8.08. Rules. The Board of Trustees may adopt, amend or repeal Rules (not inconsistent with these Bylaws) for the management of the internal affairs of the Corporation and the governance of its Officers, agents, committees and employees.

Section 8.09. Conduct of Meetings. Robert's Rules of Order, latest edition, or another similar manual or procedural guide concerning the conduct of meetings which is commonly used by corporations similar to the Corporation shall govern the conduct of meetings when not in conflict with the Articles of Incorporation of the Association, these Bylaws and any rules adopted pursuant to Section 8.08 of these Bylaws.

## ARTICLE IX

### AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by vote of two-thirds (2/3) of the Board of Trustees with the approval of two-thirds (2/3) of the Members.

By Carol Lee Fuchs  
President

Adopted this 13<sup>th</sup> day of April, 1999

The undersigned hereby certifies that the foregoing are the Bylaws of the Milton I. Sorkin Hebrew Academy as adopted on the date hereof.

13  
at 13<sup>th</sup> day of April, 1999

By Gene R. Rabinovitch  
Secretary

# EXHIBIT “6”

RPTT \$ \_\_\_\_\_

Exhibit G

# QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That The Hebrew Academy, a Nevada non-profit corporation

In consideration of \$ 10.00, the receipt of which is hereby acknowledged, do hereby grant, release and forever quitclaim to  
P7 The Milton I. Schwartz Hebrew Academy, a Nevada non-profit corporation

all that real property situate in the \_\_\_\_\_ County of Clark

State of Nevada, bounded and described as follows:

All of Lot Fourteen (14) of the AMENDED PLAT OF  
"SUMMERLIN VILLAGE 1 NORTH" subdivision, situated  
in the City of Las Vegas, County of Clark, State  
of Nevada, as shown on the Amended Plat of said  
subdivision recorded on February 8, 1990 as  
Instrument No. 00445 in Book 900208 and on file  
in Book 045 of Plats, Page 0010, in the Office  
of the County Recorder of Clark County, Nevada.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness \_\_\_\_\_ Hand \_\_\_\_\_ this 9th day of April, 1991

The Hebrew Academy

By Milton I. Schwartz  
Milton I. Schwartz, President

STATE OF Nevada  
County of Clark  
on this 9th day of April, 1991

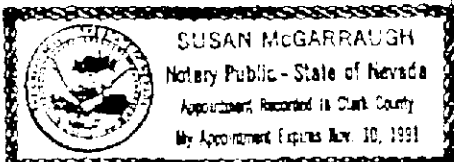
Personally appeared before me, a Notary Public in and for said

County and State,

Milton I. Schwartz,  
President

known to me to be the person described in and who executed  
the foregoing instrument, who acknowledged to me that he  
executed the same freely and voluntarily and for the uses and  
purposes therein mentioned.

Susan McGarraugh  
Notary Public in and for said County and State.



ESCROW NO. \_\_\_\_\_

WHEN RECORDED MAIL TO: \_\_\_\_\_

E-11

# EXHIBIT “7”

\* L.D. admitted in California and New York only  
† L.D. admitted in West Virginia only

*A Professional Corporation  
Attorneys and Counsellors at Law*

Reno Office  
50 West Liberty Street, Suite 650  
Reno, Nevada 89501  
Post Office Box 3237  
Reno, Nevada 89505  
Telephone (702) 786-7400  
Fax (702) 786-6179

# EXHIBIT “8”

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MICHAEL NOVICK, being first duly sworn, upon oath, deposes and says:

2. That Affiant hereby affirms under penalty of perjury that the assertions of this Affidavit are true.

4. That Affiant is a First Vice President of Investments with Dean Witter Reynolds, Inc. and donates Affiant's time to the Board of Directors of the Milton I. Schwartz Hebrew Academy as a public service.

6. That Affiant was a member of the Board of Directors on May 21, 1992 and was present at the Board of Directors meeting that occurred on that date.

7. That the minutes of the May 21st meeting that are

1 attached as Exhibit "B" to the Defendant's Opposition To Plaintiff's  
2 Motion for Declaratory Judgment and Injunctive Relief And Countermotion  
3 For Sanctions; Countermotion To Dismiss Or In The Alternative, For A  
4 More Definite Statement is not a true and accurate copy of the minutes  
5 of the May 21st meeting. That at the May 21, 1992 meeting, the Board of  
6 Directors agreed to hold the elections in June of 1992 only if problems  
7 with the Bylaws could be resolved prior to the election occurring. In  
8 addition, the Board of Directors also discussed problems with the Bylaws  
9 relating to the thirty (30) day requirement and that the nominating  
10 committee had recognized that this problem would also have to be  
11 resolved prior to the elections being held.

12 8. That on or about June 11, 1992, Affiant received a letter  
13 from Milton I. Schwartz, Chairman of the Board and President of the  
14 Hebrew Academy and that this letter stated that the Board of Directors  
15 would not be having elections at the meeting on June 18, 1992. That as  
16 a result of receiving this letter, Affiant did not attend the June 18,  
17 1992 meeting due to the fact that another business meeting had also been  
18 scheduled for that time.

19 9. That had Affiant not received this letter, Affiant would  
20 have rearranged Affiant's schedule to attend the meeting so that Affiant  
21 could vote.

22 10. That Affiant has attempted to mediate the dispute between  
23 the Plaintiff and the Defendant in the instant action. That the Affiant  
24 and Frederic Berkley attempted to attend a board meeting in August of  
25 1992. However, Mr. Berkley was barred from entering the meeting and was  
26 informed that he was no longer a member of the Board of Directors.  
27 Affiant was allowed to attend the meeting, but no progress was made  
28 toward resolving the dispute. In addition, Affiant had numerous



1 | conversations with Tamar Lubin in an attempt to resolve this conflict.  
2 | Affiant also attempted to arrange a meeting between Tamar Lubin, Ira  
3 | Sternberg, Lenard Schwartzer, Milton Schwartz and Affiant. However,  
4 | they refused to meet with Affiant, Milton Schwartz, and Mr. Schwartz'  
5 | attorneys.

6 |           11. That on September 3, 1992, Tamar Lubin instructed Affiant  
7 | to offer to return \$500,000 to Milton I. Schwartz.

8 |           12. That Affiant understands that the \$500,000 was the amount  
9 | of money Milton I. Schwartz donated to the Hebrew Academy prior to  
10 | Milton I. Schwartz being elected Chairman of the Board of Directors of  
11 | the MILTON I. SCHWARTZ HEBREW ACADEMY.

12 |           13. That in September of 1992, Affiant received a letter from  
13 | the Defendant's stating that Affiant would be removed from the  
14 | Defendant, the Second Board of Directors unless: (1) Affiant recognized  
15 | that the Defendant, the Second Board of Directors is the true and  
16 | correct Board of Directors; (2) Resigned; or (3) came and talked to the  
17 | Defendants on September 27, 1992. Affiant responded in writing that  
18 | Affiant would be in Phoenix for Rosh Hashana on the 27th and unable to  
19 | meet with them. Affiant subsequently received a letter notifying  
20 | Affiant that Affiant was removed from the Board of Directors of the  
21 | Defendant.

22 |           14. That the Hebrew Academy will suffer irreparable harm if  
23 | the actions of the Defendant are not stopped. That as a result of the  
24 | actions of the Defendant and in particular Tamar Lubin, Affiant believes  
25 | there has been a high turnover of teachers since the Defendants have  
26 | wrongfully taken control of the Academy.

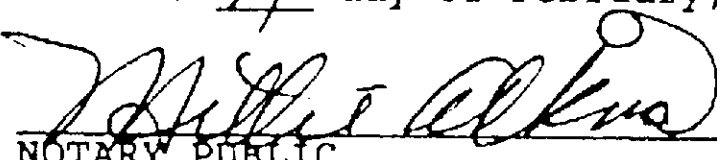
27 |           15. That it was the intention of the Board of Directors to  
28 | consider not extending Tamar Lubin's contract as the Board of Directors

1 had received numerous complaints concerning the conduct of Tamar Lubin  
2 in running the Hebrew Academy and that Affiant believes that the  
3 Defendant is in the process of negotiating a long term contract with  
4 Tamar Lubin to be the Administrator of the MILTON I. SCHWARTZ HEBREW  
5 ACADEMY and that this action will cause irreparable harm to the Hebrew  
6 Academy.

7 FURTHER AFFIANT SAYETH NAUGHT.

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MICHAEL NOVICK

11 SUBSCRIBED AND SWORN to before  
12 me this 19 day of February, 1993.

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NOTARY PUBLIC

# EXHIBIT “9”

# Exhibit U

Milton I Schwartz Hebrew Academy									
MIS Contributions/donations									
		Per HA	yes	VGC	loans	return of loans			
1988	\$ 50.00				\$ -	\$ -			
1989	\$ 500,900.00		\$ 1,200.00	\$ 600.00	\$ -	\$ -			
1990	\$ 9,000.00				\$ -	\$ -			
1991	\$ 150.00			\$ 1,300.00	\$ -	\$ -			
1992	\$ 69.66				\$ -	\$ -			
1993	\$ -				\$ -	\$ -			
1994	\$ -				\$ -	\$ -			
1995	\$ -				\$ -	\$ -			
1996	\$ -				\$ -	\$ -			
1997	\$ 2,100.00				\$ -	\$ -			
1998	\$ 22,500.00				\$ -	\$ -			
1999	\$ 26,600.00				\$ -	\$ -			
2000	\$ 7,400.00				\$ -	\$ -			
2001	\$ 88,535.00	\$ 88,535.00	\$ 1,200.00		\$ -	\$ -			
2002	\$ 57,130.00				\$ 150,000.00	\$ -			
2003	\$ 51,323.00				\$ 83,000.00	\$ (40,000.00)			
2004	\$ 135,277.00				\$ -	\$ -			
2005	\$ 9,622.00				\$ -	\$ -			
2006	\$ 100,000.00				\$ -	\$ -			
2007					\$ -	\$ -			
Total	\$ 1,010,656.66	\$ 88,535.00	\$ 2,400.00	\$ 1,900.00	\$ 233,000.00	\$ (40,000.00)			
CLT	\$ 45,247.09								
Grand Total	\$ 1,055,903.75								

Milton I Schwartz Hebrew Academy		
CLT #45 Contributions/donations (12/90 - 2005)		
1991	\$ -	
1992	\$ 8,052.09	
1993	\$ -	
1994	\$ -	
1995	\$ -	
1996	\$ -	
1997	\$ -	
1998	\$ -	
1999	\$ -	
2000	\$ 7,000.00	
2001	\$ -	
2002	\$ 30,000.00	
2003	\$ -	
2004	\$ -	
2005	\$ 195.00	
Total	\$ 45,247.09	

# EXHIBIT “10”

## THE HEBREW ACADEMY

9700 West Hillpointe Road  
Las Vegas, Nevada 89134  
Tel: (702) 255-4500 Fax: (702) 255-7232



Exhibit AK

Dr. Roberta Sabbath  
School Head

May 23, 1996

Milton I. Schwartz  
2120 Silver Ave.  
Las Vegas, NV 89102

Dear Milton:

On behalf of myself, President, Geri Rentchler and the entire Board of Directors of the Milton I. Schwartz Hebrew Academy, I am pleased to inform you that we will immediately commence action to implement as soon as practicable the following:

- (1) Restore the Hebrew Academy's name to the "Milton I. Schwartz Hebrew Academy."
- (2) Amend the Hebrew Academy's Articles of Incorporation to restore its former name of the "Milton I. Schwartz Hebrew Academy."
- (3) Restore the marker in front of the Hebrew Academy identifying it as the "Milton I. Schwartz Hebrew Academy."
- (4) Change the Hebrew Academy's formal stationary to include its full name, the "Milton I. Schwartz Hebrew Academy", in a form consistent with this letterhead and include our full name on future brochures.
- (5) Where practicable, display the full name of the Hebrew Academy. In print advertising of sufficient size, the full name of the school will be displayed in a design consistent with the letterhead. Where impractical by reason of size, utilization of voice media, informal correspondence, informal memoranda, etc., and in answering the telephone, the school will utilize the shorthand version of its name as Hebrew Academy or simply, its logo. You can rest assured it is the intention of the School Head and the school's Officers and Directors that the utilization of the school's full name will be consistent with an intent to recognize and honor your contribution and assistance.



Accreditation, Northwest Association of Schools and Colleges



Licensed: State of Nevada Department of Education



Member: National Association of Independent Schools

116-05-1996 11:18

116-05-1996

116-05-1996

The restoration of the name of the "Milton I. Schwartz Hebrew Academy" has been taken as matter of "menschlichkeit" in acknowledgement of your contribution and assistance to the Academy; your continued commitment to Jewish education reflected by the establishment of the "Jewish Community Day School" and last but not least, your recent action as a man of "shalom."

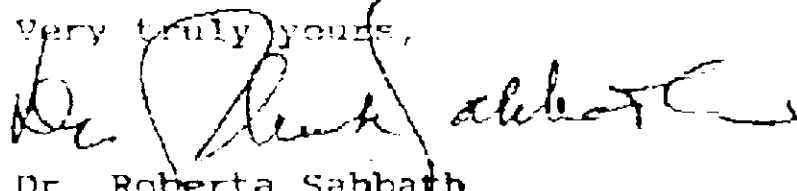
Your invitation to me as new School Head to meet and resolve differences and to work with me and the Board to bring "shalom" to our Jewish community will serve as a much needed example of Jewish leadership.

Please accept our assurance and commitment that we welcome with joy the establishment of the Jewish Community Day School which will provide Jewish parents a choice between the Jewish education offered by the "Milton I. Schwartz Hebrew Academy" during normal school hours and a school composed entirely of students with a Jewish parent and many more hours of Jewish education than can be offered in a normal school day.

You have our pledge that we are committed to make the "Milton I. Schwartz Hebrew Academy" a source of honor and a place of Jewish learning of which you and your family will always justly be able to take great pride.

Please accept our wishes for you and your family to have long, healthy, prosperous and joyous lives.

Very truly yours,

  
Dr. Roberta Sabbath  
School Head



**The Milton I. Schwartz  
HEBREW ACADEMY**

9700 West Hillpointe Road  
Las Vegas, Nevada 89134  
Tel: (702) 255-4500 Fax: (702) 255-7232



Dr. Roberta Sabbath  
School Head



Accreditation: National Association of Schools and Colleges



Licensor: State of Nevada Department of Education



Member: National Association of Independent Schools

180-83 10/90 11/90

1/90 2/90 3/90

CL 67

# EXHIBIT “11”

107

Dear Friends:

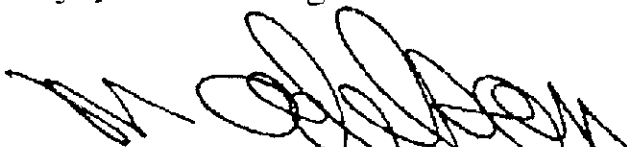
Welcome! It is our pleasure and privilege to chair The Milton I. Schwartz Hebrew Academy Gala. It is an inspiration to see so many in the community supporting not only The M.I.S. Hebrew Academy, but also The Adelson School. At last year's event, we presented plans to create a world class high school adjacent to The M.I.S. Hebrew Academy. We have now taken all key steps towards reaching this important goal. We are pleased to announce that the first graduating class of The Adelson School will begin their studies this fall!

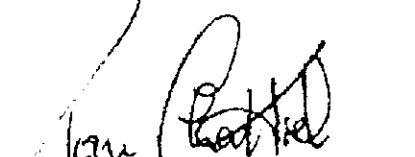
Of course, a world class school needs more than superlative facilities, and it is here that head of school Paul Schiffman has met our extremely ambitious expectations: he searched the country and hired the best and the brightest educators. Paul is fond of saying that there is also a simple final criterion that each teacher must meet: "They must love children." Education, after all, is about guiding and nurturing children as well as educating and preparing them for the future. Many wonderful, extraordinary department heads for The Adelson School have already begun working full time along with our new Adelson School principal, Paul Mahoney (PhD UCLA). As our 9<sup>th</sup> and 10<sup>th</sup> grade classes begin their studies this August, we know that these children are beginning an exceptional journey at a school where a passion for learning, respect for Jewish mores, and a truly world class education coincide.

Many people have worked hard to create the success of our current Pre-K through 8<sup>th</sup> grade program and the beginning of our new high school. Tonight, we come together both to honor our "Pursuit of Excellence" Award winner and to say thank you to our wonderful teaching and administrative staff, our head of school, Paul Schiffman, our campus project director, Rhonda Glyman, our Board of Trustees, and to all the committed parents who have volunteered their time, intelligence and experience to make our school the very best it can be.

Tonight we honor the visionary behind The Hebrew Academy, Milton I. Schwartz. It is our privilege to honor Milton with the "Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award." With vision and foresight, Mr. Schwartz and a few others generously answered the need in Las Vegas for a strong secular and Judaic educational institution for elementary school-aged children by creating and continuously supporting The Milton I. Schwartz Hebrew Academy. The school, established in 1988, has since expanded to include preschool through 8<sup>th</sup> grade. Mr. Schwartz, an entrepreneur extraordinaire, sits on the Board of Trustees and has generously supported The M.I.S. Hebrew Academy's continued growth. We are truly pleased to bestow this award upon such a visionary leader of our community.

Enjoy the Evening!

  
Dr. Miriam and Sheldon G. Adelson

  
Toni and Victor Chaltiel

  
CLERK OF THE COURT

1 **SUPP**  
2 MARK A. SOLOMON, ESQ.  
3 Nevada State Bar No. 00418  
4 [msolomon@sdfnvlaw.com](mailto:msolomon@sdfnvlaw.com)  
5 ALAN D. FREER, ESQ.  
6 Nevada State Bar No. 7706  
7 [afreer@sdfnvlaw.com](mailto:afreer@sdfnvlaw.com)  
8 STEVEN E. HOLLINGWORTH, ESQ.  
9 Nevada State Bar No. 7753  
10 [shollingworth@sdfnvlaw.com](mailto:shollingworth@sdfnvlaw.com)  
11 SOLOMON DWIGGINS & FREER  
12 9060 West Cheyenne Avenue  
13 Las Vegas, Nevada 89129  
14 Telephone: (702) 853-5483  
15 Facsimile: (702) 853-5485

16 *Attorneys for Respondent, A. Jonathan Schwartz*

17  
18 **DISTRICT COURT**  
19 **CLARK COUNTY, NEVADA**

20 In the Matter of the Estate of ) Case No. P061300  
21 MILTON I. SCHWARTZ, ) Department No. 26/Probate  
22 Deceased. )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

29 **SUPPLEMENT TO PETITION FOR DECLARATORY RELIEF TO INCLUDE**  
30 **REMEDIES OF SPECIFIC PERFORMANCE AND MANDATORY INJUNCTION**

31 A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz ("Estate"), by and  
32 through his attorneys, Mark A. Solomon, Alan D. Freer, and Steven E. Hollingworth of the law  
33 firm of Solomon Dwiggin & Freer, Ltd., does hereby supplement his Petition for Declaratory  
34 Relief to add specific performance and mandatory injunction claims.

35 **I. INTRODUCTION AND OVERVIEW**

36 This Supplement focuses on The Dr. Miriam and Sheldon G. Adelson Educational Institute  
37 ("Adelson Campus") and/or the Hebrew Academy's attempt to further defraud and/or mislead the  
38 Estate concerning its rights with respect to the naming rights of the Hebrew Academy. For  
purposes of judicial economy (*see* NRS § 132.010), the Estate hereby incorporates by reference all

1 factual assertions, legal propositions, and exhibits contained in or filed concurrently with the  
2 Petition for Declaratory Relief pending before this Court.

3       **A.       THE HEBREW ACADEMY PROMISED THE DECEDENT THAT IT**  
4       **WOULD CHANGE ITS NAME TO THE TO THE MILTON I. SCHWARTZ**  
5       **HEBREW ACADEMY IN EXCHANGE FOR THE DONATIONS THAT**  
6       **MILTON MADE TO THE HEBREW ACADEMY.**

7       In August 1989, Milton I. Schwartz donated \$500,000 to the Hebrew Academy in return  
8 for which it would guarantee that its name would change in perpetuity to the “Milton I. Schwartz  
9 Hebrew Academy.”<sup>1</sup> The Board of Directors of the Hebrew Academy memorialized this agreement  
10 in its minutes from its August 14, 1989 special meeting<sup>2</sup> and its Bylaws adopted on December 18,  
11 1990.<sup>3</sup> Amended articles of incorporation were filed on August 22, 1990, changing the name of  
12 the Hebrew Academy to the “Milton I. Schwartz Hebrew Academy.” In addition, by deed executed  
13 April 9, 1991, the Hebrew Academy conveyed the underlying property on which the Hebrew  
14 Academy operated to the “Milton I. Schwartz Hebrew Academy, a Nevada non-profit  
15 corporation.”<sup>4</sup>

16       The Hebrew Academy’s perpetual obligations and promises were recognized by its board  
17 members at various times over the years. For example, on July 17, 1992, board member Lenard

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18       <sup>1</sup>       *See* Supplemental Affidavit of Milton I. Schwartz dated February 22, 1993 at ¶4, attached  
19 as Exhibit 1 to Petition for Declaratory Relief previously filed on May 28, 2014.

20       <sup>2</sup>       *See* Minutes of the Board of Trustees, Special Meeting, August 14, 1989 (“A letter should  
21 be written to Milton Schwartz stating the Academy will be named after him”), attached as Exhibit  
22 2 to Petition for Declaratory Relief previously filed on May 28, 2014; Certificate of Amendment  
23 of the Articles of Incorporation of the Hebrew Academy, attached as Exhibit 3 to Petition for  
24 Declaratory Relief previously filed on May 28, 2014.

25       <sup>3</sup>       *See* Bylaws (12/18/1990), Article I(1) (“The name of the corporation is The Milton I.  
26 Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall [*sic*] remain so  
27 in perpetuity”), attached as Exhibit 4 to Petition for Declaratory Relief previously filed on May  
28 28, 2014.; *see also* Bylaws (April 13, 1999), Section 1.01 (“The name of the Corporation is the  
Milton I. Schwartz Hebrew Academy and will remain so in perpetuity”), attached as Exhibit 5 to  
Petition for Declaratory Relief previously filed on May 28, 2014.

<sup>4</sup>       *See* Quitclaim Deed, attached as Exhibit 6 to Petition for Declaratory Relief previously filed  
on May 28, 2014.

1 E. Schwartz, Esq. acknowledged to Milton, "It's your school, it has your name on it forever."<sup>5</sup>  
2 Likewise, when the Academy became embroiled in a dispute with Milton in 1992, board member  
3 Tamar Lubin offered to return Milton's \$500,000 donation made in 1989.<sup>6</sup> Such offer further  
4 evidences an acknowledgment by the Hebrew Academy that Milton's gifts were conditional, not  
5 simply gratuitous in nature.

6 In addition to cash gifts, Milton guaranteed the debts of the Hebrew Academy until the  
7 debts were paid in full after his death. Milton made all of his contributions and guarantees in  
8 reliance on the Hebrew Academy's agreement and the representations. However, the Hebrew  
9 Academy failed to keep its end of the bargain and on October 19, 1994, filed amended articles of  
10 incorporation removing his name from the school. During this period when the school no longer  
11 bore his name, Milton ceased making donations to the Hebrew Academy.<sup>7</sup>

12 On May 23, 1996, the Hebrew Academy agreed to restore its name to the "Milton I.  
13 Schwartz Hebrew Academy" and amend its articles of incorporation accordingly.<sup>8</sup> Amended  
14 articles were filed on March 21, 1997. In addition to restoring its former name, the Hebrew  
15 Academy agreed to implement the following actions to prominently display the full name of the  
16 "Milton I. Schwartz Hebrew Academy" on signage, stationery, letterhead, and brochures:

17 Restore the marker in front of the Hebrew Academy identifying it  
18 as the "Milton I. Schwartz Hebrew Academy."

19 Change the Hebrew Academy's formal stationary [sic] to include its  
20 full name, the "Milton I. Schwartz Hebrew Academy," in a form  
21 consistent with this letterhead and include our full name on future  
22 brochures.

23 <sup>5</sup> See Letter from Lenard E. Schwartz dated July 17, 1992, attached as Exhibit 7 to Petition  
24 for Declaratory Relief previously filed on May 28, 2014.

25 <sup>6</sup> See Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12, attached as Exhibit 8 to Petition  
26 for Declaratory Relief previously filed on May 28, 2014.

27 <sup>7</sup> See Spreadsheet of Contributions, attached as Exhibit 9 to Petition for Declaratory Relief  
28 previously filed on May 28, 2014.

<sup>8</sup> See Letter from Dr. Roberta Sabbath, School Head, dated May 23, 1996 attached as Exhibit  
10 to Petition for Declaratory Relief previously filed on May 28, 2014.

Where practicable, display the full name of the Hebrew Academy. In print advertising of sufficient size, the full name of the school will be displayed in a design consistent with the letterhead. Where impractical by reason of size, utilization of voice media, informal correspondence, informal memoranda, etc., and in answering the telephone, the school will utilize the shorthand version of its name as Hebrew Academy or simply, its logo.<sup>9</sup>

The Hebrew Academy further informed Milton that “you can rest assured it is the intention of the School Head and the School’s Officers and Directors that the utilization of the school’s full name will be consistent with an intent to recognize and honor your contribution and assistance.”<sup>10</sup>

In reliance on this agreement and these representations from the Hebrew Academy, Milton resumed making monetary contributions to the Academy up until his death, in the additional amount of approximately \$500,487.<sup>11</sup> His total lifetime contributions were approximately \$1,010,656.66.<sup>12</sup> Also in reliance on the Hebrew Academy's agreement and promise, on February 5, 2004, Milton executed a will providing a bequest of \$500,000 to the Milton I. Schwartz Hebrew Academy.

Notwithstanding the substantial donations made by Milton, the Hebrew Academy violated its contractual obligations and promise by filing amended articles of incorporation changing the corporate name to the “Dr. Miriam and Sheldon G. Adelson Educational Institute.”

### **SEVENTH CLAIM FOR RELIEF**

**(Specific Performance)**

After remedying its prior breach in 1996, the Board maintained its assurances to Milton that

<sup>9</sup> *Id.*

10 *Id.*

<sup>11</sup> See Spreadsheet of Contributions, attached as Exhibit 9 to Petition for Declaratory Relief previously filed on May 28, 2014.

12 *Id.*

1 the Hebrew Academy would perpetually bear his name.<sup>13</sup> Based on the Board's agreement and  
2 representations to Milton at the time of the execution of the will and until his death, Milton  
3 understood and expected that the Hebrew Academy was obligated to bear his name in perpetuity.<sup>14</sup>  
4 This understanding was reflected in Milton's own sworn testimony: "Affiant donated \$500,000 to  
5 the Hebrew Academy in return for which it would guaranty that its name would change in  
6 perpetuity to the Milton I. Schwartz Hebrew Academy."<sup>15</sup>

7 Milton's express intent as reflected in the will, therefore, was not to benefit a charitable  
8 organization generally, but to benefit an entity *bearing his name perpetually*. Had Milton known  
9 that the Hebrew Academy would remove his name almost immediately following his death, he  
10 would not have made the bequest. This is evident by the fact that he took vigorous action against  
11 the Hebrew Academy during his lifetime to remedy breaches by the Hebrew Academy, and he  
12 ceased making donations until it changed its name back to the Milton I. Schwartz Hebrew  
13 Academy.

14 Because there is no existing entity named after Milton I. Schwartz on a perpetual basis, the  
15 Estate seeks an order from this Court compelling the Hebrew Academy to specifically perform the  
16 guaranty that it would bear Milton's name in perpetuity by changing its name back to the Milton  
17 I. Schwartz Hebrew Academy.

#### 18 EIGHTH CLAIM FOR RELIEF

##### 19 (Injunctive Relief)

20 The above referenced allegations demonstrate that the Hebrew Academy has breached its  
21 agreement and promises, and as a direct result of the Hebrew Academy's breach, the Estate faces  
22 the prospect of immediate, severe and irreparable injury. As such, the Estate seeks the entry of a  
23

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24 <sup>13</sup> See, e.g., Bylaws (April 13, 1999), Section 1.01 ("The name of the Corporation is the Milton  
25 I. Schwartz Hebrew Academy and will remain so in perpetuity"), attached as Exhibit 5 to Petition  
26 for Declaratory Relief previously filed on May 28, 2014.

27 <sup>14</sup> See Supplemental Affidavit of Milton I. Schwartz at paragraph 4, attached as Exhibit 1 to  
28 Petition for Declaratory Relief previously filed on May 28, 2014.

<sup>15</sup> *Id.*



1 permanent injunction prohibiting the Hebrew Academy from referring to itself as the Adelson  
2 Campus.”

3 **WHEREFORE**, the Executor requests that the Court enter an Order granting the relief set  
4 forth in the instant Petition and specifically grant the following relief:

5 1. That this Court compel the Hebrew Academy to specifically perform the agreement  
6 entered into with Milton by changing its name back to the Milton I. Schwartz Hebrew Academy;  
7 and

8 2. That this Court enjoin the Hebrew Academy from referring to itself as the “Adelson  
9 Campus.”

10 **DATED** this 28<sup>th</sup> day of May, 2014.

11 SOLOMON DWIGGINS & FREER, LTD.

12  
13  
14 By: 

15 MARK A. SOLOMON, ESQ.  
16 Nevada State Bar No. 00418  
17 ALAN D. FREER, ESQ.  
18 Nevada State Bar No. 7706  
19 STEVEN E. HOLLINGWORTH, ESQ.  
20 Nevada State Bar No. 7753  
21 SOLOMON DWIGGINS & FREER  
22 9060 West Cheyenne Avenue  
23 Las Vegas, Nevada 89129  
24 Telephone: (702) 853-5483  
25 Facsimile: (702) 853-5485

26 *Attorneys for Respondent*  
27  
28

**CERTIFICATE OF MAILING**

I hereby certify that on May 28, 2014, I mailed a true and correct copy of the  
**SUPPLEMENT TO PETITION FOR DECLARATORY RELIEF** to the following, by  
depositing the same in the United States Postal Service, postage fully prepaid and addressed to the  
last known address as follows:

Maximiliano D. Couvillier, III  
Ketan D. Bhurud  
Kendal L. Davis  
LIONEL SAWYER & COLLINS  
1700 Bank of America Plaza  
300 South Fourth Street  
Las Vegas, NV 89101  
*Attorneys for The Dr. Miriam and Sheldon  
G. Adelson Educational Institute*

Abigail Richlin Schwartz  
9412 Greenham Circle  
Las Vegas, NV 89117

Eileen Joanna Zarin  
9 Steven Lane  
King Point, NY 11024

Samuel Schwartz  
351 Woodlake Drive  
Marlton, NJ 08053

Zachary Landsburg  
1028 Bobwhite Drive  
Cherry Hill, NJ 08003

Joshua Landsburg  
1028 Bobwhite Drive  
Cherry Hill, NJ 08003

Michael Landsburg  
1028 Bobwhite Drive  
Cherry Hill, NJ 08003

Benjamin Landsburg  
1028 Bobwhite Drive  
Cherry Hill, NJ 08003

Robin Sue Landsburg  
1028 Bobwhite Drive  
Cherry Hill, NJ 08003

Frances A. Martel  
235 Vista Del Parque  
Redondo Beach, CA 90277

Las Vegas Jewish Federation  
(aka Jewish Federation of Las Vegas)  
2317 Renaissance Drive  
Las Vegas, NV 89119

Las Vegas Federation Day School  
c/o Jewish Federation of Las Vegas  
2317 Renaissance Drive  
Las Vegas, NV 89119

  
An employee of SOLOMON DWIGGINS & FREER, LTD.

1 J. RANDALL JONES, ESQ. (#001927)  
DAVID T. BLAKE, ESQ. (#011059)  
2 KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway  
3 Seventeenth Floor  
Las Vegas, Nevada 89169  
4 E-mail: [kjc@kempjones.com](mailto:kjc@kempjones.com)

5 *Attorneys for The Dr. Miriam and*  
6 *Sheldon G. Adelson Educational Institute*

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA  
9

10 In the Matter of the Estate of  
11 MILTON I. SCHWARTZ,  
12 Deceased.

Case No.: P061300  
Dept. No.: 26/Probate

**ADELSON EDUCATIONAL INSTITUTE'S  
EIGHTH SUPPLEMENT TO ITS INITIAL  
DISCLOSURE PURSUANT TO N.R.C.P  
16.1**

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15  
16 The Dr. Miriam and Sheldon G. Adelson Educational Institute (the "Adelson Campus"), by  
17 and through its attorneys of record, Kemp, Jones & Coulthard, LLP, hereby submits its Eighth  
18 Supplement to its Initial Disclosures pursuant to N.R.C.P. 16.1 as follows:

19 **LIST OF WITNESSES**

- 20 1. Sheldon G. Adelson  
21 c/o Kemp, Jones and Coulthard  
22 3800 Howard Hughes Parkway  
23 17<sup>th</sup> Floor  
Las Vegas, NV 89169

24 Mr. Adelson is expected to testify regarding his knowledge of the facts and  
25 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
26 matter.

- 27 2. Dr. Tamar Lubin-Saposhnick  
28 10401 W. Charleston Blvd.  
Las Vegas, NV 89135

1 Ms. Lubin is expected to testify regarding her knowledge of the facts and  
2 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
3 matter.

4 3. Dr. Roberta Sabbath  
5 c/o UNLV English Dept, Bldg. CDC-323  
6 4505 Maryland Parkway  
7 Las Vegas, NV 89154  
8 Telephone: 702-895-5972

9 Dr. Sabbath is expected to testify regarding her knowledge of the facts and  
10 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
11 matter.

12 4. Dr. Elliott Klain  
13 c/o Summit Anesthesia Consultants  
14 2931 N. Tenaya Way, Suite 102  
15 Las Vegas, NV 89128  
16 Telephone: 702-380-8111

17 Dr. Klain is expected to testify regarding her knowledge of the facts and  
18 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
19 matter.

20 5. Leonard Schwartzer  
21 c/o Schwartzer & McPherson Law firm  
22 2850 S. Jones Boulevard, Suite 1  
23 Las Vegas, NV 89146  
24 Telephone: 702-228-7590

25 Mr. Schwartzer is expected to testify regarding his knowledge of the facts and  
26 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
27 matter.

28 6. Neville Pokroy, M.D.  
c/o Nephrology & Endocrine Associates  
500 S. Rancho Drive, Suite 12  
Las Vegas, NV 89106  
Telephone: 702-877-1887

1 Dr. Pokroy is expected to testify regarding his knowledge of the facts and  
2 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
3 matter.

4  
5 7. Paul Schiffman  
6 2012 Summer Cove Court, #101  
7 Las Vegas, NV 89134

8 Mr. Schiffman is expected to testify regarding his knowledge of the facts and  
9 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
10 matter.

11 8. Marc Gordon  
12 clo Alan Freer, Esq.  
13 Solomon Dwiggin & Freer, Ltd.  
14 9060 West Cheyenne Ave.  
15 Las Vegas, Nevada 89129

16 Mr. Gordon is expected to testify regarding his knowledge of the facts and  
17 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
18 matter.

19 9. Bill Shranko  
20 2012 Fort Halifax  
21 Henderson, NV 89052

22 Mr. Shranko is expected to testify regarding his knowledge of the facts and  
23 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
24 matter.

25 10. Susan Pacheco  
26 clo Alan Freer, Esq.  
27 Solomon Dwiggin & Freer, Ltd.  
28 9060 West Cheyenne Ave.  
Las Vegas, Nevada 89129

1 Ms. Pacheco is expected to testify regarding her knowledge of the facts and  
2 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
3 matter.

4 11. Jill Hanlon  
5 2620 Regatta Drive, #102  
6 Las Vegas, NV 89128

7 Ms Hanlon is expected to testify regarding her knowledge of the facts and  
8 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
9 matter.

10 12. Sheila Robertson  
11 4174 Don Bonito  
12 Las Vegas, NV 89121

13 Ms Robertson is expected to testify regarding her knowledge of the facts and  
14 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
15 matter.

16 13. Beverly Jones  
17 1511 Turf Drive  
18 Henderson, NV 89015

19 Ms. Jones is expected to testify regarding her knowledge of the facts and  
20 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
21 matter.

22 14. Steve Wessels  
23 c/o HL Filmworks  
24 Gail Valinoti, Registered Agent  
25 8824 Strom Cloud Avenue  
26 Las Vegas, NV 89129

27 Mr. Wessels is expected to testify regarding his knowledge of the facts and  
28 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
matter.

1  
2 15. Haydon Lane  
3 c/o HL Filmworks  
4 Gail Valinoti, Registered Agent  
5 8824 Strom Cloud Avenue  
6 Las Vegas, NV 89129

7 Mr. Lane is expected to testify regarding his knowledge of the facts and  
8 circumstances surrounding the allegations set forth in the pleadings on file in the instant  
9 matter.

10 16. Jonathan Schwartz, Esq.  
11 c/o Solomon Dwiggin & Freer, Ltd.  
12 9060 W. Cheyenne Avenue  
13 Las Vegas, NV 89129  
14 Tel: 702-853-5483

15 Mr. Schwartz is expected to testify to testify regarding his knowledge of the facts  
16 and circumstances surrounding the allegations set forth in the pleadings on file in the instant  
17 matter.

18 17. Irv Steinberg  
19 7913 Bridge Gate Drive  
20 Las Vegas, NV 89128

21 Mr. Steinberg is expected to testify to testify regarding his knowledge of the facts  
22 and circumstances surrounding the allegations set forth in the pleadings on file in the instant  
23 matter.

24 18. Benjamin Yerushalmi  
25 508 Lob Wedge Court  
26 Las Vegas, NV 89144

27 Mr. Yerushalmi is expected to testify to testify regarding his knowledge of the  
28 facts and circumstances surrounding the allegations set forth in the pleadings on file in the  
instant matter.

19. Dorit Schwartz  
9116 Golden Eagle Drive

1 Las Vegas, NV 89134

2 Ms. Schwartz is expected to testify to testify regarding her knowledge of the  
3 facts and circumstances surrounding the allegations set forth in the pleadings on file in the  
4 instant matter.  
5

6 20. Tom Spiegel  
7 9101 Alta Drive, #102  
8 Las Vegas, NV 89145

9 Mr. Spiegel is expected to testify to testify regarding his knowledge of the facts  
10 and circumstances surrounding the allegations set forth in the pleadings on file in the instant  
11 matter.

12 21. Sam Ventura  
13 3820 Topaz  
14 Las Vegas, NV 89121

15 Mr. Ventura is expected to testify to testify regarding his knowledge of the facts  
16 and circumstances surrounding the allegations set forth in the pleadings on file in the instant  
17 matter.

18 22. Roni Amid  
19 2104 Orchard Mist Court  
20 Las Vegas, NV 89135

21 Mr. Amid is expected to testify to testify regarding his knowledge of the facts  
22 and circumstances surrounding the allegations set forth in the pleadings on file in the instant  
23 matter.

24 23. Ercy Rosen  
25 2680 Crimson Canyon Drive  
26 Las Vegas, NV 89128-0841

27 Mr. Rosen is expected to testify to testify regarding his knowledge of the facts  
28 and circumstances surrounding the allegations set forth in the pleadings on file in the instant  
matter.



1           24.     Suzanne Steinberg  
2                   8108 Tiara Cove Circle  
3                   Las Vegas, NV 89128

4                   Ms. Steinberg is expected to testify to testify regarding her knowledge of the  
5 facts and circumstances surrounding the allegations set forth in the pleadings on file in the  
6 instant matter.

7           25.     Phillip Kantor  
8                   9408 Provence Garden Lane  
9                   Las Vegas, NV 89145

10                  Mr. Kantor is expected to testify to testify regarding his knowledge of the facts  
11 and circumstances surrounding the allegations set forth in the pleadings on file in the instant  
12 matter.

13           26.     Mike Novick  
14                   9032 Players Club Drive  
15                   Las Vegas, NV 89134

16                  Mr. Novick is expected to testify to testify regarding his knowledge of the facts  
17 and circumstances surrounding the allegations set forth in the pleadings on file in the instant  
18 matter.

19           27.     Richard L. Fox, Esq.  
20                   Buchanan Ingersoll & Rooney, PC  
21                   50 S. 16<sup>th</sup> Street, Suite 3200  
22                   Philadelphia, PA 19102

23                  Mr. Fox is expected to testify regarding the custom and practice of naming rights in  
24 agreements, and related matters.

25           28.     Gerety & Associates  
26                   Certified Public Accountants  
27                   6817 S. Eastern Avenue, Suite 101  
28                   Las Vegas, NV 89119-4684

                  Gerety & Associates is expected to testify regarding their knowledge of the facts  
and circumstances surrounding the allegations set forth in the pleadings on file in the instant  
matter.

1 The Adelson Campus reserves the right to call any and all witnesses identified by any other  
2 party in this matter. The Adelson Campus further reserves the right to supplement this list of  
3 witnesses as discovery continues  
4

5 **DOCUMENTS**

- 6 1. 2004-2006 Board Meeting Minutes. Bates Nos. AC200001-AC200072. (previously  
7 produced)
- 8 2. Miscellaneous documents. Bates Nos. AC300001-AC300069. (previously  
9 produced)
- 10 3. Secretary of State documents. Bates Nos. AC300070-AC300102. (previously  
11 produced)
- 12 4. June 2003 to December 2003 Board Meeting Minutes. Bates Nos. AC400001-  
13 AC400307. (previously produced)
- 14 5. January 2004 to December 2004 Board Meeting Minutes. Bates Nos. AC400308-  
15 AC401104. (previously produced)
- 16 6. January 2006 to December 2006 Board Meeting Minutes. Bates Nos. AC401105-  
17 AC401692. (previously produced)
- 18 7. Meeting Minutes from 1978 to June 1999. Bates Nos. AC401693- AC402660.  
19 (previously produced)
- 20 8. Meeting Minutes from June 1999-2002. Bates Nos. AC402661-AC403922.  
21 (previously produced)
- 22 9. Board of Trustees Meeting Minutes for 2007. Bates Nos. AC403923-AC404229.  
23 (previously produced)
- 24 10. Board of Trustees Meeting Minutes for 2008. Bates Nos. AC404230-AC404606.  
25 (previously produced)
- 26 11. Executive Minutes. Bates Nos. AC404607-AC404637. (previously produced)
- 27 12. Miscellaneous Notes Folder. Bates Nos. AC404638-AC404933. (previously  
28

- 1 produced)
- 2
- 3 13. 2008-2015 Board Meeting Minutes. Bates Nos. AC500000-AC500047. (mis-bates
- 4 AC50000-AC50047) (previously produced)
- 5 14. From Chaos to Order - Tamar Lubin Saposhnik, Ph.D. Bates Nos. AC500048-
- 6 AC500125. (previously produced)
- 7 15. Naming Rights Legacy Gifts & Corporate Money. Bates Nos. AC500126-
- 8 AC500253. (previously produced)
- 9 16. 2013-2016 Board meeting minutes. Bates Nos. AC500254-AC500280. (previously
- 10 produced)
- 11 17. January 2006 to April 2013 Board meeting minutes. Bates Nos. PK00001-PK00168.
- 12 (previously produced)
- 13 18. Documents produced by defendants identified as Bates Nos. EST-00001-EST-00321.
- 14 19. Las Vegas Sun Article dated October 23, 2009 entitled "Multi-Million-dollar battle
- 15 waged over estate of Milton I. Schwartz.
- 16 20. Appendix A, Fox, Richard L., *Charitable Giving-Taxation, Planning, and Strategies*,
- 17 2<sup>nd</sup> Edition, 2009.
- 18 21. Gift Agreement, University of Virginia (Sample Naming rights agreement).
- 19 22. Agreement for Gift-Unrestricted Commitment with Building Naming. (Sample
- 20 Naming rights agreement)
- 21 23. **IRS form 706 - Redacted pages re: Charitable Bequests: Milton I. Schwartz**
- 22 **Hebrew Academy Education/Religious in the amount of \$500,000.00. Bates Nos.**
- 23 **AC500281-AC500283.**

24 The Adelson Campus reserves the right to utilize any and all documents identified by any

25 other party in this litigation. Adelson Campus reserves the right to supplement this list of documents

26 as discovery continues.

27 . . . .

28 . . . .

The foregoing documents were marked confidential pursuant to the parties Stipulation & Order for Protective Order.

DATED this 11<sup>th</sup> day of August, 2016.

KEMP, JONES & COULTHARD, LLP

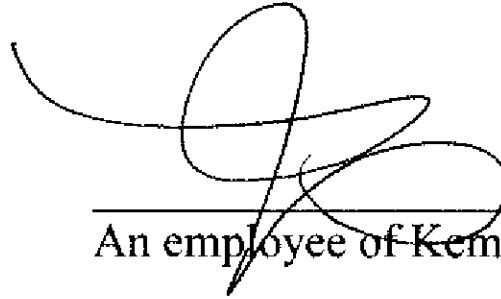
/s/ David T. Blake, Esq.  
J. RANDALL JONES, ESQ.  
Nevada Bar No. 001927  
DAVID T. BLAKE, ESQ.  
Nevada Bar No. 011059  
3800 Howard Hughes Parkway, 17th Floor  
Las Vegas, Nevada 89169

**KEMP, JONES & COULTHARD, LLP**  
3800 Howard Hughes Parkway  
Seventeenth Floor  
Las Vegas, Nevada 89169  
(702) 385-6000 • Fax (702) 385-6001  
kjc@kempjones.com

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3800 Howard Hughes Parkway  
Seventeenth Floor  
Las Vegas, Nevada 89169  
(702) 385-6000 • Fax (702) 385-6001  
kjc@kempjones.com

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **ADELSON EDUCATIONAL INSTITUTE'S EIGHTH SUPPLEMENT TO ITS INITIAL DISCLOSURE PURSUANT TO N.R.C.P 16.1** was served on counsel of record via the Court's e-service system this 11<sup>th</sup> day of August, 2016.



\_\_\_\_\_  
An employee of Kemp, Jones & Coulthard

1 AFFT  
 2 Solomon Dwigins & Freer, Ltd.  
 3 Alexander G. Leveque, Esq.  
 4 9060 W. Cheyenne Ave.  
 5 Las Vegas, NV 89129  
 6 State Bar No.: 11183  
 7 Attorney(s) for: A. Jonathan Schwartz

DISTRICT COURT  
 CLARK COUNTY, NEVADA

Case No.: 07P061300  
 Dept. No.: 26/PROBATE

Date: July 7, 2016  
 Time: 9:30 a.m.

In the Matter of the Estate of Milton I. Schwartz Deceased

AFFIDAVIT OF SERVICE

I, Kyle Spencer Larson, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under license #604, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the: Amended Deposition Subpoena - Duces Tecum: Witness Fee Check - \$35.00 on the 7th day of June, 2016 and served the same on the 8th day of June, 2016 at 12:47 pm upon Dr. Miriam Adelson at 901 Trophy Hills Drive, Las Vegas, NV 89134 by leaving with the Security Guard, Doug (male, 50-60 years, 210-250 lbs., 5'5"-5'8", white skin) at the entrance to the secured residential area known as Tournament Hills as provided for under NRS 14.090(1)(a), as entry was denied by the Security / Gate Guard named above.

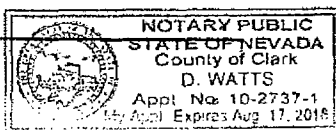
Affiant does hereby affirm under penalty of perjury that the assertions of this affidavit are true.

State of Nevada, County of Clark

SUBSCRIBED AND SWORN to before me on this

10th day of June 2016

Notary Public D. Watts



Affiant - Kyle Spencer Larson #: R-081226  
 Legal Process Service - License # 604

WorkOrderNo 1604222



MARK A. SOLOMON, ESQ.  
Nevada State Bar No. 00418  
[msolomon@sdfnlaw.com](mailto:msolomon@sdfnlaw.com)  
ALAN D. FREER, ESQ.  
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ALEXANDER G. LEVEQUE, ESQ.  
Nevada State Bar No. 11183  
[aleveque@sdfnlaw.com](mailto:aleveque@sdfnlaw.com)  
SOLOMON DWIGGINS & FREER  
9060 West Cheyenne Avenue  
Las Vegas, Nevada 89129  
Telephone: (702) 853-5483  
Facsimile: (702) 853-5485

*Attorneys for A. Jonathan Schwartz,  
Executor of the Estate of Milton I. Schwartz*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

In the Matter of the Estate of  
  
MILTON I. SCHWARTZ,  
  
Deceased.

Case No. 07P061300

Dept. No.: 26/Probate

**AMENDED DEPOSITION SUBPOENA-DUCES TECUM**

THE STATE OF NEVADA SENDS GREETINGS TO:

**DR. MIRIAM ADELSON**

YOU ARE ORDERED TO APPEAR AS A WITNESS and give testimony at the following  
date, time, and place pursuant to NRS 50.165 and NRCP 30 and 45, UNLESS you make an  
arrangement with the attorney or party submitting this subpoena:

Date: 7<sup>th</sup> day of July, 2016  
Time: 9:30 p.m.  
Place: Solomon Dwiggin & Freer, Ltd.  
9060 W. Cheyenne Avenue  
Las Vegas, Nevada 89129





1  
2 **DOCUMENTS TO BE PRODUCED**  
3

4 1. Please produce any correspondence, including letters, faxes, and emails by or  
5 between You and Milton I. Schwartz regarding the Dr. Miriam and Sheldon G. Adelson Educational  
6 Institute, a Nevada non-profit corporation, any name or title such entity was previously named or  
7 known as, any entity which preceded the Institute, including, but not limited to, the Milton I.  
8 Schwartz Hebrew Academy (hereinafter referred to collectively as the "School").

9 2. Please produce any correspondence, including letters, faxes, and emails by or  
10 between You and Milton I. Schwartz regarding the School.

11 3. Please produce any correspondence, including letters, faxes, and emails by or  
12 between You and any other board members of the School regarding the School, including, but  
13 not limited to, Sheldon Adelson.

14 4. Please produce any correspondence, including letters, faxes, and emails by or  
15 between You and any other third-party regarding the School.

16 5. Please produce any notes and memoranda regarding discussions that you may have  
17 had with any person, including, but not limited to Milton I. Schwartz and Sheldon Adelson,  
18 concerning naming the School the Milton I. Schwartz Hebrew Academy and retaining such name  
19 in perpetuity.

20 6. Please produce any minutes of meetings, all meeting notices, agenda, and notes  
21 concerning the School in your possession, custody and/or control.  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT "A"**  
**NEVADA RULES OF CIVIL PROCEDURE**

**RULE 45**

**(c) Protection of Persons Subject to Subpoena.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The Court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena a written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(B) If a subpoena

(i) requires disclosure of trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party on whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

[As amended; effective January 1, 2005.]

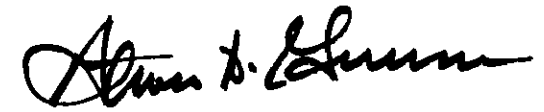
**(d) Duties in Responding to Subpoena.**

(1) A person responding to subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**(e) Contempt.** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena is issued.

[As amended; effective January 1, 2005]



CLERK OF THE COURT

J. RANDALL JONES, ESQ. (#001927)  
DAVID T. BLAKE, ESQ. (#11059)  
KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway, 17th Floor  
Las Vegas, Nevada 89169  
Telephone: (702) 385-6000  
Facsimile: (702) 385-6001

*Attorneys for The Dr. Miriam and  
Sheldon G. Adelson Educational Institute*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**


In the Matter of the Estate of  
  
MILTON I. SCHWARTZ,  
  
Deceased.

Case No.: P061300  
Dept. No.: 26/Probate

**MOTION FOR PROTECTIVE ORDER ON  
ORDER SHORTENING TIME**

Dr. Miriam Adelson and The Dr. Miriam and Sheldon G. Adelson Educational Institute (the "Adelson Campus"), devisee of the Will of the Decedent in the above-referenced Estate (the "Estate"), by and through their attorneys, Kemp, Jones & Coulthard, LLP, respectfully move, pursuant to NRC 26 and 30 for an order of protection to issue preventing the Estate from taking the deposition of Dr. Miriam Adelson. This Motion is made based on all of the pleadings on file, the Court record, the points and authorities that follow, and the argument of counsel at any hearing convened to consider this motion.

DATED the 10<sup>th</sup> day of April, 2017.



J. RANDALL JONES, ESQ. (#001927)  
DAVID T. BLAKE, ESQ. (#11059)  
KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway, 17th Floor  
Las Vegas, Nevada 89169  
Las Vegas, Nevada 89101  
*Attorneys for The Dr. Miriam and Sheldon G. Adelson  
Educational Institute*

**DECLARATION OF RANDALL JONES, ESQ. IN SUPPORT  
OF MOTION FOR PROTECTIVE ORDER AND *EX-PARTE* APPLICATION FOR ORDER  
SHORTENING TIME**

Randall Jones, Esq., under penalty of perjury, deposes and says:

1. I am a Partner with the law firm of Kemp, Jones & Coulthard LLP, ("KJC") and am duly licensed to practice law in the State of Nevada.

2. KJC is counsel of record for the Adelson Campus in this action.

3. Prior to this Court's order setting a mandatory settlement conference, the Adelson Campus had objected to any deposition of Dr. Adelson and believed that the Estate had withdrawn its efforts to take her deposition.

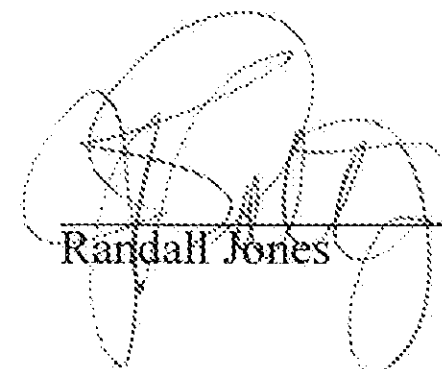
4. Nevertheless, the Estate filed and electronically served a notice of taking deposition for Dr. Miriam Adelson on or around Monday, March 20, 2017, setting the deposition for Dr. Adelson for April 20, 2017 at 10:00 a.m.

5. My associate, David T. Blake, Esq. participated in an e-mail conference with Alexander LeVeque, Esq. pursuant to EDCR 2.34 regarding the Adelson Campus' objections to the Estate's deposition notice of Dr. Adelson. The Estate refused to withdraw its deposition notice, but did not object to the filing of an Order Shortening Time so long as we agreed to work with the to schedule the hearing at a time convenient for them and the Court, which we agreed to do.

6. Hearing this matter on shortened time is necessary to resolve the dispute prior to the date of Dr. Adelson's deposition.

7. The Adelson Campus requests that this motion be heard on shortened time and good cause exists to hear this matter on shortened time so that it may be resolved prior to the April 20, 2017 deposition of Dr. Adelson.

Further your declarant sayeth naught.

  
Randall Jones

**KEMP, JONES & COULTHARD, LLP**  
3800 Howard Hughes Parkway, 17th Floor  
Las Vegas, Nevada 89169  
Tel: (702) 385-6000 • Fax: (702) 385-6001  
kjc@kempjones.com

**ORDER SHORTENING TIME**

Based on the foregoing Declaration and application for Order Shortening Time, IT IS  
HEREBY ORDERED that the Adelson Campus's Motion For Protective Order shall come for hearing  
before Department 26 of the above-entitled Court on the 19<sup>th</sup> day of April, 2017 at the hour of 9:30  
a.m./p.m.

Dated this 10<sup>th</sup> day of April, 2017.

  
DISTRICT COURT JUDGE

**I.**

**INTRODUCTION**

This court should issue a protective order prohibiting the Estate from taking the deposition of Dr. Miriam Adelson because she does not have relevant, non-duplicative personal knowledge of any of the core points of contention in this case. Dr. Adelson does not have personal knowledge regarding the Estate's claim that Milton I. Schwartz obtained a perpetual and legally enforceable naming interest in the Adelson Campus entity. The Estate's claim that Mr. Schwartz obtained a perpetual naming interest in the Adelson Campus entity are based on the allegation that in or around August of 1989, Mr. Schwartz pledged to donate \$500,000 and raise an additional \$500,000 in exchange for the school agreeing to name itself the Milton I. Schwartz Hebrew Academy. Dr. Adelson was not a member of the Board of Directors and does not have personal knowledge of any such alleged agreement nor does she have non-duplicative personal knowledge of any other facts relevant to the competing claims in this matter. Moreover, Mr. Adelson's deposition is going forward on April 28, 2017. Mr. Adelson's deposition will cover any relevant information regarding the Adelson naming issues. In short, the deposition of Dr. Adelson is not necessary, is unduly burdensome and oppressive, and seems more directed at attempting to put pressure on the Adelson Campus than reveal any new, relevant information. Accordingly, a protective order prohibiting the Estate from taking Dr. Adelson's deposition must issue.

**II.**

**FACTUAL BACKGROUND**

As this Court is well-aware, there are two primary disputes in this action: (1) whether Milton I. Schwartz obtained a legally enforceable perpetual right to have the school operated by, and now known as, the Adelson Campus (formerly the Albert Einstein Hebrew Day School, the Hebrew Academy, the Milton I. Schwartz Hebrew Academy, the Hebrew Academy, and the Milton I. Schwartz Hebrew Academy) and (2) whether the Estate must be compelled to honor the \$500,000 bequest (the "Bequest") in Mr. Schwartz's will. The Adelson Campus initiated this action by filing a petition to compel the distribution of the Bequest. The Estate subsequently filed a petition for declaratory relief seeking damages and for an order compelling the Adelson Campus entity to comply

with an alleged naming rights agreement. The following witnesses have given deposition testimony in this case:

Witness	Date
Amid, Roni	6/27/2016
Gordon, Marc Esq.	3/5/2015 and 3/11/2014
Hanlon, Jill	6/22/2016
Kantor, Philip A. Esq.	6/23/2016
Klain, Elliott D.O.	3/11/2015
Pacheco, Susan	3/6/2015
Pokroy, Neville M.D.	2/25/2014
Robertson, Sheila	3/4/2014
Rosen, Ercy	7/6/2016
Rushforth, Layne Esq.	7/14/2016
Sabbath, Roberta Ph.D.	3/5/2014
Saposhnik, Tamar Lubin Ph.D.	6/9/2016
Schiffman, Paul (PMK)	3/11/2014 and 6/16/16
Schwartz, A. Jonathan	3/5/2014 and 7/28/16
Schwartz, Dorit	6/28/2016
Schwartz, Lenard Esq.	2/25/2014
Shranko, William	3/4/2014
Spiegel, Thomas	6/29/2016
Steinberg, Irving J.	6/14/2016
Ventura, Samuel	7/11/2016
Yerushalmi, Benjamin	6/30/2016
Yitzchak, Rabbi Wyne	7/25/2016

The testimony of these witnesses has done little or nothing to clarify the terms of the alleged naming rights agreement. Illustrating this point, the Estate recently changed its story from what it originally claimed were the terms of the agreement after evidence unfavorable to its original claim surfaced. In its Petition, the Estate alleged that “Milton Schwartz donated \$500,000 to the Academy in return for which the Academy would guarantee that its name would change in perpetuity to the ‘Milton I. Schwartz Hebrew Academy.’” May 28, 2013 Petition for Declaratory Relief, on file herein at 2:13-15 (Emphasis Added). This allegation was refuted when Dr. Tamar Saposhnik, the head of school that directly solicited Mr. Schwartz’s initial pledge to the school, testified under oath that Milton Schwartz pledged \$1,000,000 to the school but only paid the initial \$500,000. Saposhnik Dep. at 28:21-29:6; 67:11-20; 68:10-16; 84-87, attached hereto as Exhibit 1. Dr. Saposhnik also confirmed

1 this fact in a book that she wrote about the history of the Adelson Campus, writing:

2 In 1989, Milton I. Schwartz became the chairman of the Hebrew Academy's  
3 board of trustees, and per his request, the school was renamed The Milton I. Schwartz  
4 Hebrew Academy, after having contributed \$500,000 to the school. **However, the  
school did not receive the second half of his pledge at that time.**

5 See Tamar Saposhnik, From Chaos to Order (Page Publishing, Inc, 2014), excerpts of which are  
6 attached hereto as Exhibit 2. In response, the Executor of the Estate, Jonathan Schwartz claimed that  
7 the alleged naming rights agreement involved a pledge of more than \$500,000, conceding that Mr.  
8 Schwartz pledged to donate \$500,000 and **raise another \$500,000** for the school in exchange for the  
9 naming rights **for a total of \$1,000,000, not \$500,000 as alleged in the Estate's Petition.**<sup>1</sup> See July  
10 28, 2016 J. Schwartz Dep. at 12:10-15, attached hereto as Exhibit 3.

11 Testimony from former Board members is generally consistent with Dr. Saposhnik's testimony  
12 that Mr. Schwartz pledged a million dollars. All but one of the former members of the Board of  
13 Trustees (the "Board") could not specifically recall the exact amount of Mr. Schwartz's pledge but  
14 they all expressed a belief that it was in excess of a million dollars. Neville Pokroy understood that  
15 Milton Schwartz gave \$1,000,000 and solicited an additional amount of approximately \$500,000 from  
16 other donors. See N. Pokroy Dep. at 17:2-4, attached hereto as Exhibit 4. Elliott Klain believed that  
17 Milton Schwartz's donation was millions of dollars at the time of the donation. Klain Depo. at 13:18-  
18 20, attached hereto as Exhibit 5. One board member, Samuel Ventura, stated that he believed Mr.  
19 Schwartz did only pledge \$500,000, but he admitted that Dr. Saposhnik would know the exact amount  
20 of the promise better than he would because she was more involved in the process. Ventura Dep. at  
21 11:13-23, attached hereto as Exhibit 6.

22 Another issue in this case relates to a change of the school name in the 1990s, after Mr.  
23 Schwartz's initial pledge. In 1993, there arose a leadership dispute involving Board members and  
24 school administrators. Throughout this period, the entity changed its name to the "Hebrew Academy"

25  
26 <sup>1</sup> It would appear that Mr. Schwartz has perjured himself in order to try to mold his claims after the fact to fit the testimony  
27 of the witnesses who were present and had personal knowledge of what actually happened, and what was actually agreed  
28 to. The Estate's Petition was verified by Mr. Schwartz, which as this Court knows, means that he attested to the truth and  
accuracy of the contents of the Estate's Petition. It would appear that Mr. Schwartz forgot about this critical fact when he  
testified in his deposition, after becoming aware of the testimony from Dr. Saposhnik and the other Board members. See  
Exhibit 3.



1 and Mr. Schwartz ceased to be involved with the school. The dispute ultimately resolved and, in 1996,  
2 school head Dr. Roberta Sabbath wrote a letter attempting to repair the relationship with Mr. Schwartz  
3 and offered to have the school change its name back to the Milton I. Schwartz Hebrew Academy. Dr.  
4 Sabbath's letter does not mention or confirm a prior naming rights agreement, does not recite any  
5 consideration (current or past), and does not place any conditions on the proposed action the school  
6 proposed to take. The letter is entirely consistent with a voluntary naming of a facility in honor of an  
7 individual and is diametrically inconsistent with a contractual agreement for such naming rights.

8 Dr. Adelson became involved with the school after these events, being nominated to the Board  
9 in or around November of 1997 and remaining on the Board through September 5, 2000. *See*  
10 Declaration of Dr. Miriam Adelson, attached hereto as Exhibit 7 at ¶ 3. Dr. Adelson rejoined the board  
11 in or around September of 2015 and has been a member from that date continuing through the present.  
12 *See* Exhibit 7 at ¶ 3. Dr. Adelson does not have any personal knowledge of facts about the origin of  
13 the alleged naming rights agreement in 1989 or the dispute in the 1990s.

14 Sometime in or around April 9, 2005, The Adelson Family Charitable Foundation, funded by  
15 Dr. Miriam and Sheldon G. Adelson made a transformative \$25,000,000 gift to the school entity. This  
16 gift far exceeded any previous donation the Operating Entity had previously received. The gift  
17 transformed the new campus and helped fund the campus's new high school, which opened in August  
18 of 2008. The middle school grades, which were housed in the old elementary school, would move to  
19 the new high school building. The Adelsons' contribution also paid for much needed renovations to  
20 the almost 20-year old elementary school structure. Almost overnight, the elementary school  
21 transformed from a well-regarded but underfunded private Jewish elementary school and preschool  
22 into a world class private campus, offering education from grades Pre-K through high school and  
23 backed by one of the wealthiest families in the world. On January 8, 2013, Dr. Miriam and Sheldon  
24 Adelson made another generous donation to the entity—a gift of \$50,000,000 which was enough to  
25 resolve all of its outstanding debts, including any and all debts previously incurred by the lower school  
26 and was anticipated to cover operating costs of two-years going forward.

27 In March of 2008, pursuant to a formal written agreement, in consideration of the multimillion  
28 dollar donations, the entity changed its name to the Dr. Miriam and Sheldon G. Adelson Educational

1 Institute. As a donor via the Adelson Family Charitable Foundation, Dr. Adelson was involved in the  
2 process of changing the school name, but she was not on the Board and did not discuss the alleged  
3 naming rights agreement with the Board at this time.

## 4 II.

### 5 ARGUMENT

#### 6 A. The document requests in the Estate's Subpoenas are not calculated to lead to the discovery 7 of admissible evidence and would unduly burden Dr. Adelson.

8 The proper enforcement vehicle for an improper subpoena or deposition notice is a motion to  
9 quash and/or for a protective order. NRCP 26(c) provides:

10 Upon a motion by a party or by the person from whom discovery is sought, accompanied  
11 by a certification that the movant has in good faith conferred or attempted to confer with  
12 the other affected parties in an effort to resolve the dispute without court action, and for  
13 good cause shown, the court in which the action is pending may make any order which  
14 justice requires to protect a party or person from annoyance, embarrassment, oppression,  
15 or undue burden or expense, including one or more of the following:

- 16 (1) That the discovery not be had;
- 17 (2) that the discovery may be had only on specified terms and  
18 conditions, including a designation of the time or place;
- 19 (3) that the discovery may be had only by a method of discovery other  
20 than that selected by the party seeking discovery;
- 21 (4) that certain matters not be inquired into, or that the scope of the  
22 discovery be limited to certain matters; . . .

23 The district court has broad discretion to grant protective orders for good cause. *See id.*; *Brown*  
24 *Bag Software v. Symantec Corp.*, 960 F.2d 1465, 1470 (9th Cir. 1992). The touchstone for  
25 discoverability under Rule 26 is whether the request is "reasonably calculated to lead to the discovery  
26 of admissible evidence." "[C]ourts need not condone the use of discovery to engage in 'fishing  
27 expedition[s].'" *Rivera v. NIBCO, Inc.*, 364 F.3d 1057, 1072 (9th Cir. 2004) (quoting *Exxon Corp. v.*  
28 *Crosby Mississippi Resources, Ltd.*, 40 F.3d 1474, 1487 (5th Cir. 1995)). A broad construction of  
relevancy "should not be misapplied so as to allow fishing expeditions in discovery." *Hofer v. Mack*  
*Trucks, Inc.*, 981 F.2d 377, 380 (8th Cir. 1993). "Some threshold showing of relevance must be made  
before parties are required to open wide the doors of discovery and to produce variety of information  
which does not reasonably bear upon the issues in the case." *Id.*; accord *Voggenthaler v. Maryland*  
*Square, LLC*, 2011 WL 112115, at \*8 (D. Nev. Jan. 13, 2011 (following *Rivera* and *Hofer*)).

1 Under NRCP 26(b)(2), the Court may bar discovery if the information sought is “obtainable  
2 from some other source that is more convenient, less burdensome, or less expensive.” *See also Adele*  
3 *v. Dunn*, 2012 WL 5420256, at \*3 (D. Nev. Nov. 5, 2012) (court has broad discretion to limit or bar  
4 discovery where “the requested discovery is unreasonable cumulative or duplicative and can be  
5 obtained from other sources that are more convenient, less burdensome, and less expensive”).

6 Here, Dr. Adelson became a member of the Adelson Campus Board on September 2, 2015.  
7 She was also on the Board from November of 1997 until sometime on or before September 5, 2000.  
8 She was not a member of the Board when (a) the school changed its name to the Milton I. Schwartz  
9 Hebrew Academy in 1990, (b) when it changed back to the Milton I. Schwartz Hebrew Academy later  
10 on in the 1990s, or (c) when the entity changed its name to the Dr. Miriam and Sheldon G. Adelson  
11 Educational Institute. She can provide no relevant, non-duplicative, evidence or testimony based on  
12 personal knowledge of the critical issues the Estate must prove in its case.

13 Counsel for the Estate attempts to justify its efforts to depose Dr. Adelson on the basis that the  
14 school entity bears her name and that she was present during at least one board meeting in which the  
15 Board discussed changing the Entity name to the Dr. Miriam and Sheldon G. Adelson Educational  
16 Institute. But these facts do not justify or support the imposition, inconvenience or burden of a  
17 deposition on Dr. Adelson. The Estate misunderstands that it is the alleged 1989 agreement between  
18 Mr. Schwartz and the school that is the critical relevant issue in this case, not the change in entity  
19 name to the Dr. Miriam and Sheldon G. Adelson Educational Institute, which is an admitted fact in  
20 this case. And Dr. Adelson’s affidavit confirms that she cannot provide additional non-duplicative  
21 information regarding discussion of Mr. Schwartz’s alleged naming interests when the school entity  
22 was considering changing its name to the Dr. Miriam and Sheldon G. Adelson Educational Institute.  
23 Again, her testimony regarding the change of entity name to the Dr. Miriam and Sheldon G. Adelson  
24 Educational Institute is not relevant because this is an established fact. Any additional discovery on  
25 this point is duplicative, unduly burdensome.

26 The Estate may also attempt to justify its efforts to depose Dr. Adelson on the basis that she  
27 interviewed Mr. Schwartz in 2007 and that the issue of his donation to the school arose in that  
28 interview. However, Dr. Adelson’s declaration confirms that she does not recall discussing this issue

1 further with Mr. Schwartz and, thus, other than as reflected in the interview transcript, which the  
2 Estate already possesses, there is no other additional relevant information from that interview.

3 In short, the Estate's efforts to depose Dr. Adelson are a prototypical fishing expedition. The  
4 Estate has already questioned many witnesses who were actually on the Board during the relevant time  
5 frames and who had personal knowledge and actual information regarding the Estate's factual  
6 contentions. Dr. Adelson was not on the Board during any relevant period and does not have any  
7 material information to disclose to the Estate with the possible exception of cumulative or duplicative  
8 second hand or hearsay information. The Estate's efforts to depose Dr. Adelson are unreasonable,  
9 unduly burdensome, oppressive, and at best cumulative, and duplicative hearsay. This Court should  
10 issue a protective order preventing the Estate from taking Dr. Adelson's deposition.

### 11 III.

### 12 CONCLUSION

13  
14 This case presents two primary issues: (1) whether the \$500,000 bequest in the will of Milton I.  
15 Schwartz must be paid to the Adelson Campus and (2) whether Milton I. Schwartz received a binding  
16 and enforceable perpetual naming right in the entity or any of its schools sometime in or around  
17 August of 1989. Dr. Adelson does not have relevant, noncumulative information on either topic. The  
18 Estate's efforts to depose Dr. Adelson are not calculated to lead to the discovery of admissible  
19 evidence, and attempts to take her deposition are unduly burdensome and oppressive, and appear to be  
20 more directed at harassing her, and therefore, the Adelson Campus respectfully requests that this Court  
21 enter a protective order prohibiting the Estate from taking Dr. Adelson's deposition.

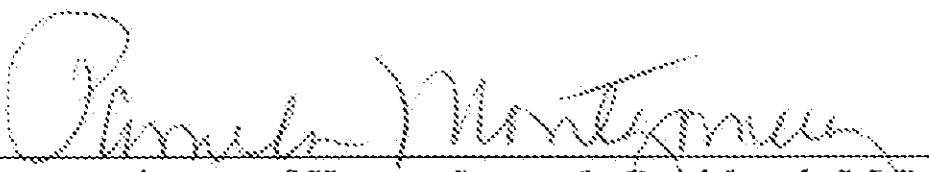
22 DATED this 16<sup>th</sup> day of April, 2017.

23  
24  
25 J. RANDALL JONES, ESQ. (#001927)  
26 DAVID T. BLAKE, Esq. (#11059)  
27 KEMP, JONES & COULTHARD, LLP  
28 3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
Las Vegas, Nevada 89101  
*Attorneys for The Dr. Miriam and Sheldon G. Adelson  
Educational Institute*

**KEMP, JONES & COULTHARD, LLP**  
3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
Tel. (702) 385-6000 • Fax: (702) 385-6001  
kje@kempjones.com

**CERTIFICATE OF SERVICE**

I hereby certify that on the 11<sup>th</sup> day of April, 2017, service of the foregoing **MOTION FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME** was electronically served Eighth Judicial District Court's CM/ECF electronic filing system, addressed to all parties on the via the E - service list.

  
An employee of Kemp, Jones & Coulthard, LLP

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

**Case No. 73066**

**A. JONATHAN SCHWARTZ, EXECUTOR OF  
THE ESTATE OF MILTON I. SCHWARTZ**

Petitioner

vs.

**THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
AND THE HONORABLE GLORIA STURMAN**

Respondents

and

**THE DR. MIRIAM AND SHELDON G. ADELSON  
EDUCATIONAL INSTITUTE**

Real Party in Interest

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**A. JONATHAN SCHWARTZ'S APPENDIX OF EXHIBITS TO PETITION  
FOR REVIEW  
VOLUME 3 – PAGES 118-183**

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**SOLOMON DWIGGINS & FREER, LTD.**

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*Attorneys for Petitioner, A. Jonathan Schwartz*

# ALPHABETICAL INDEX

DESCRIPTION	DATE	VOLUME	PAGE NUMBER
A. Jonathan Schwartz's Second Supplement to Initial Disclosures Pursuant to NRCP 16.1	07/15/2016	5	293-307
Adelson Educational Institute's Eighth Supplement to its Initial Disclosures Pursuant to N.R.C.P. 16.1	08/11/2016	4	220-230
Affidavit of Service	06/10/2016	4	231
Amended Deposition Subpoena – Duces Tecum	06/07/2016	4	232-235
Bylaws of the Milton I. Schwartz Hebrew Academy	04/13/1999	5	274-283
Deposition of Jill Hanlon (Excepts)	06/22/2016	6	349-354
Motion for Protective Order on Order Shortening Time	04/11/2017	4 5	236-246 247-273
Notice of Entry of Order Regarding the Adelson Campus' Motion for Protective Order	05/08/2017	5	289-292
Opposition to Motion for Protective Order	04/17/2017	6	310-344
Order Denying Petition for Writ of Mandamus or Prohibition	06/26/2017	6	345-348
Order Setting Civil Jury Trial	03/30/2017	6	308-309
Partial Transcripts of DVDs Titled, "Milton INT #1 & Miriam 6-12-07" and "Milton INT #2 & Miriam 6-12-07"	00/00/0000	6	355-359
Petition for Declaratory Relief	05/28/2013	3	145-212
Petition for Writ of Mandamus or Prohibition	05/17/2017	1	001-40
Petition to Compel Distribution, for Accounting and for Attorneys' Fees	05/02/2013	1 2 3	51-58 59-117 118-144
Responses to A. Jonathan Schwartz's Sixth Request for Production of Documents, Electronically Stored Information, and Tangible Things to the Dr. Miriam and Sheldon C. Adelson Educational Institute	03/28/2017	5	284-288
Supplement to Petition for Declaratory Relief to Include Remedies of Specific Performance and Mandatory Injunction	05/28/2014	4	213-219
Transcript of Proceedings	04/21/2017	1	041-50

## CHRONOLOGICAL INDEX

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# Exhibit 8

# Exhibit 8

FIRST CODICIL **FILED**

TO

OCT 11 4 23 PM '07

LAST WILL & TESTAMENT

OF

*Craig S. [Signature]*  
CLERK OF THE COURT

**MILTON I. SCHWARTZ**  
(Will dated February 5<sup>th</sup>, 2004)

I, MILTON I. SCHWARTZ, declare that I am a resident of Las Vegas, County of Clark, State of Nevada, and that this is the First Codicil to my Last Will and Testament dated February 5, 2004.

DECLARATIONS AND RECITALS

WHEREAS, my currently effective Last Will & Testament was executed on February 5, 2004 in Las Vegas, Nevada (herein "Will").

WHEREAS, I hereby ratify, confirm and republish my Will dated February 5, 2004 in every respect. If any part of the Will or my First Codicil is inconsistent, this First Codicil dated January 27, 2006 shall govern (hereinafter, the "First Codicil").

NOW, THEREFORE, I, MILTON I. SCHWARTZ, being of sound and disposing mind and memory and having heretofore executed my Last Will & Testament, bearing the date of February 5, 2004 and not acting under duress, menace, fraud or undue influence of any person, do hereby make, publish and declare the following to be the First Codicil to my Last Will and Testament:

I.

I hereby amend Article "Second", Section 2.5 of my Will entitled "Bequests" as follows:

*ic89*

The purpose of the Milton I. Schwartz 1991 Irrevocable Trust, dated August 21, 1991 has been satisfied (hereinafter, "MIS 1991 Trust") as follows: My wife, Abigail Richlin Schwartz (hereinafter, "Abigail") has relinquished all rights to that certain property located at 2120 Silver Avenue, Las Vegas, NV 89102 (hereinafter, the "Residence"). I, Milton I. Schwartz, no longer have any duty to purchase the Residence from the MIS 1991 Trust and gift it to Abigail. Abigail has accepted a payment of One Million Dollars (\$1,000,000.00) less a debt owed from Abigail to me in the amount of Two Hundred Thirty Thousand Dollars (\$230,000.00) for a total payment from me to Abigail in the amount of Seven Hundred Seventy Thousand Dollars (\$770,000.00) (hereinafter, "Consideration"). The Consideration was paid to Abigail August of 2004. Therefore, I hereby cancel, revoke, repudiate and terminate section 2.5 of Article Second of my Will. Abigail shall have no rights to ownership of the Residence. Notwithstanding the foregoing, provided Abigail and I are married and living together at my death, Abigail shall have the right to live at the Residence for a period of one year rent free from the date of my death. Should Abigail choose not to inhabit the residence personally, any right to occupy the Residence shall terminate.

II.

I hereby amend Article Fourth, entitled "Executor", section 4.10 (c) only, of my Will as follows:

In connection with management duties performed by **A. JONATHAN SCHWARTZ** for or on behalf of the Grantor, the Grantor's estate and the Milton I. Schwartz Revocable Trust, dated January 29, 1986, Ninth Amendment dated February 5, 2004 (hereinafter, "Revocable Trust") or any successor entity thereto regarding Yellow, Checker, Star Cab Companies





(hereinafter, "YCS") and any successor companies thereto, and all real estate related thereto; A. JONATHAN SCHWARTZ shall receive that Payroll, Director's fees, medical insurance and all other benefits (hereinafter "YCS Director's Salary") customarily received by me (Milton I. Schwartz) as a Director of YCS during my life. To the extent that the Board of Directors of YCS amends or changes the YCS Director's Salary after my death, A. JONATHAN SCHWARTZ's YCS Salary shall be amended to equal that of the respective YCS Directors. If any portion of this First Codicil shall conflict with the Revocable Trust, this First Codicil shall govern.

III.

I hereby amend Article Fifth of my Will, titled Testamentary Declarations, section 5.5 as follows:

On January 26, 1993 I entered into a Premarital Agreement (hereinafter, the "Premarital Agreement") with my wife, Abigail Richlin Schwartz (hereinafter, "Abigail") which was amended October 26, 1994, (hereinafter, the "October 1994 Amendment"), was the subject of a Reconciliation Agreement dated December 24, 1996 (hereinafter, the "Reconciliation Agreement"), was amended April 9, 1997 (hereinafter, the "1997 Amendment") and amended October of 2004 (hereinafter, the "October 2004 Amendment"). I hereby affirm, ratify confirm and republish the Premarital Agreement, the October 1994 Amendment, the Reconciliation Agreement, the 1997 Amendment and the October 2004 Amendment by reference as if set forth in full hereinafter. I hereby direct my Executor to take any action necessary or appropriate to carry out the terms of the Premarital Agreement, the October 1994 Amendment, the Reconciliation Agreement, the 1997 Amendment and the October 2004 Amendment. I hereby instruct my representatives to fulfill the terms and provisions of the Premarital Agreement, the

*Handwritten signature*

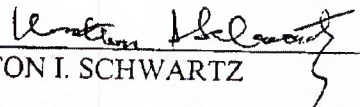
Reconciliation Agreement, the October 1994 Amendment, the 1997 Amendment and the October 2004 Amendment in lieu of any other bequests or legacies to Abigail, only to the extent agreed to in writing by Abigail and myself. Abigail shall have no further interest in my estate, Will or trusts other than what is provided for in the Premarital Agreement, the Reconciliation Agreement, the October 1994 Amendment, the 1997 Amendment and the October 2004 Amendment.

IV.

I hereby amend Article Fifth of my Will, titled Testamentary Declarations, section 5.5 (b) as follows:

As of January 2006, Abigail Schwartz currently has no outstanding loans to me or my estate. The balance on the Note has been satisfied in full.

I subscribe my name to this FIRST CODICIL this 27 day of January, 2006.

  
MILTON I. SCHWARTZ

On the date last above written, MILTON I. SCHWARTZ declared to us, the undersigned, that this instrument, consisting of five (5) pages, including the page signed by us as witnesses, was his FIRST CODICIL to LAST WILL AND TESTAMENT, and requested that we act as witnesses to it. He thereupon signed this First Codicil in our presence, all of us being present at the same time. We now, at his request, in his presence and in the presence of each other, subscribe our names as witnesses.

William P SHRANKO residing at 2012 Fort Halifax Henderson NV  
Witness Name Witness Address 89052

Sheila L. Robertson residing at 4174 Don Bonito, LVNV 89121  
Witness Name Witness Address

STATE OF NEVADA )

)ss.

COUNTY OF CLARK )

Then and there personally appeared the within named William R Shranko and Sheila L Robertson who, being duly sworn, depose and say:

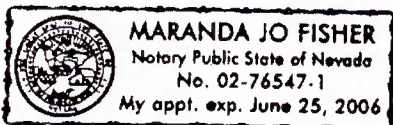
That they witnessed the execution of the within First Codicil to Last Will and Testament, dated February 5, 2004, of the within named Testator, MILTON I. SCHWARTZ, that the Testator subscribed the First Codicil and declared the same to be the First Codicil to his Last Will and Testament in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; that the Testator at the time of the execution of the First Codicil appeared to them to be of sound mind and memory; and that they make this Affidavit at the request of the Testator.

William P Shranko  
Witness Signature

Sheila L Robertson  
Witness Signature

SUBSCRIBED and SWORN to before me  
this 27<sup>th</sup> day of January, 2006.

Maranda Jo Fisher  
NOTARY PUBLIC in and for said County and State.





# Exhibit 9

# Exhibit 9

SECOND CODICIL  
TO  
LAST WILL & TESTAMENT  
OF

**MILTON I. SCHWARTZ**  
(Will dated February 5<sup>th</sup>, 2004)  
(First Codicil dated January 27, 2006)

I, MILTON I. SCHWARTZ, declare that I am a resident of Las Vegas, County of Clark, State of Nevada, and that this is the Second Codicil to my Last Will and Testament dated February 5, 2004.

DECLARATIONS AND RECITALS

WHEREAS, my currently effective Last Will & Testament was executed on February 5, 2004 in Las Vegas, Nevada (herein "Will").

WHEREAS, I executed a currently effective First Codicil to my Will dated January 27, 2006 ("First Codicil").

WHEREAS, I married Abigail Richlin Schwartz ("Abigail") on January 28, 1993.

WHEREAS, Abigail and I are parties to both a valid and enforceable Premarital Agreement dated January 26, 1993 (the "Premarital Agreement"), and a Reconciliation Agreement dated December 24, 1996 ("Reconciliation Agreement"), an Addendum to Reconciliation Agreement dated April 9, 1997 ("Addendum to Reconciliation"), a Second Addendum To Reconciliation Agreement dated October 1, 1999 ("Second Addendum To Reconciliation Agreement") and an Addendum to Premarital Agreement dated October 28, 2004 ("Addendum to Premarital Agreement"), all of which shall be incorporated as if set forth in full

*WPS*



herein by reference and referred to as the "Marital Agreements". I hereby ratify, confirm and republish the Marital Agreements except as modified below herein.

WHEREAS, I executed an Affidavit dated March 30, 2006 stating my decision to divorce Abigail which shall be incorporated by reference as if set forth in full herein ("Affidavit").

WHEREAS, I hereby ratify, confirm and republish my Will dated February 5, 2004 and my First Codicil in every respect. Notwithstanding the foregoing, if any part of the Will or my First Codicil dated January 26, 2006 is inconsistent, this Second Codicil dated July 31, 2006 shall govern and control (hereinafter, the "Second Codicil").

NOW, THEREFORE, I, MILTON I. SCHWARTZ, being of sound and disposing mind and memory and having heretofore executed my Last Will & Testament, bearing the date of February 5, 2004 and my First Codicil dated January 27, 2006 and not acting under duress, menace, fraud or undue influence of any person, do hereby make, publish and declare the following to be the Second Codicil to my Last Will and Testament:

I.

I informed my wife, Abigail Richlin Schwartz ("Abigail") of my decision to divorce her on March 29, 2006. Due to my decision to divorce Abigail, and because we are not living together as husband and wife, I hereby cancel, revoke and terminate any bequest or gift to Abigail whatsoever within my Will, First Codicil, Premarital Agreement, the Reconciliation Agreement, the Addendum to Reconciliation Agreement, the Second Addendum to Reconciliation Agreement, the Addendum to Premarital Agreement, and any other written agreements that may exist between Abigail and myself. Abigail shall share in no part of the various trusts created by me. There are no oral agreements between Abigail and myself. Abigail

*ms*

shall share in no part of my estate whatsoever.

II.

Notwithstanding the terms of section 4.9 of my Will, to the extent that my Executor is also a Director of Yellow, Checker, Star Cab Companies (hereinafter, "YCS") and receives Director's Fees, Director's Salary and other direct pecuniary payments as a Director in the amount of \$272,000.00 or more annually, my Executor shall receive no compensation for his or her role as Executor. The foregoing calculation of Director's Fees, Salary and pecuniary payments (\$272,000.00) (hereinafter, "Director's Salary") shall not include any benefits, financial or otherwise, attributable to travel expenses, health insurance, sports box benefits, and any distributions of cash flow or profits as an owner or shareholder of YCS, National Automotive, Besdew or any successors thereto. However, my Executor is authorized to employ any firm with which my Executor may be associated to perform any services that are in my Executor's opinion necessary or convenient to the administration of my estate, but said firm or affiliate of my Executor shall be uncompensated therefor while a Director of YCS receiving the Director's Salary. In the event that my estate is no longer an owner of YCS or the Director receives substantially less than the foregoing Director's Salary, my Executor is expressly authorized to employ and compensate any firm with which my Executor may be associated to perform any services that are in my Executor's opinion necessary or convenient to the

///

///

INTENTIONALLY LEFT BLANK

///

h29

I subscribe my name to this SECOND CODICIL this 21 day of July, 2006.

MILTON I. SCHWARTZ

LMH, residing at 1410 W. Scales Way  
Witness Name Witness Address

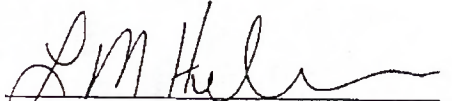
Witness Name residing at Witness Address

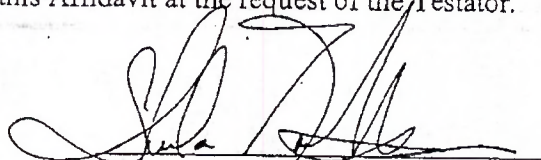
)SS.

Then and there personally appeared the within  
named Lyng Henderson and  
Sheila Robertson who, being duly sworn, depose and say:  
That they witnessed the execution of the within Second Codicil to Last Will and

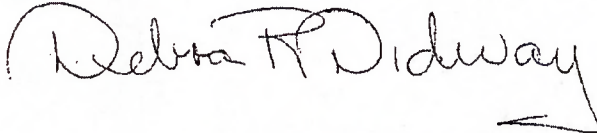


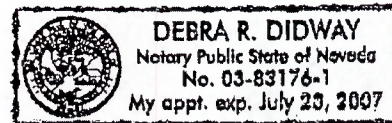
Testament, dated February 5, 2004, of the within named Testator, MILTON I. SCHWARTZ, that the Testator subscribed the Second Codicil and declared the same to be the Second Codicil to his Last Will and Testament in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; that the Testator at the time of the execution of the Second Codicil appeared to them to be of sound mind and memory; and that they make this Affidavit at the request of the Testator.

  
Witness Signature

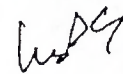
  
Witness Signature

SUBSCRIBED and SWORN to before me  
this 21st day of July, 2006.





NOTARY PUBLIC in and for said County and State



# Exhibit 10

# Exhibit 10



# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Account	Officer	Initials
\$1,810,000.00	12-06-2007	12-06-2010	103338216	22962	068	3/

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** THE MILTON I. SCHWARTZ HEBREW ACADEMY,  
A NEVADA NON-PROFIT CORPORATION  
9700 W. HILLPOINTE RD.  
LAS VEGAS, NV 89134

**Lender:** Bank of Nevada  
West Sahara Regional Office  
2700 W. Sahara Avenue  
Las Vegas, NV 89102  
(702) 248-4200

**PAID**  
11-2-10

**Principal Amount:** \$1,810,000.00

**Date of Note:** December 6, 2007

**PROMISE TO PAY.** THE MILTON I. SCHWARTZ HEBREW ACADEMY, A NEVADA NON-PROFIT CORPORATION ("Borrower") promises to pay to Bank of Nevada ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Eight Hundred Ten Thousand & 00/100 Dollars (\$1,810,000.00), together with interest on the unpaid principal balance from December 6, 2007, until paid in full.

**PAYMENT.** Borrower will pay this loan in accordance with the following payment schedule: 12 monthly consecutive interest payments, beginning January 6, 2008, with interest calculated on the unpaid principal balances at an interest rate of 4.880% per annum; 23 monthly consecutive principal and interest payments of \$10,528.92 each, beginning January 6, 2009, with interest calculated on the unpaid principal balances at an interest rate of 4.880% per annum; and one principal and interest payment of \$1,743,339.72 on December 6, 2010, with interest calculated on the unpaid principal balances at an interest rate of 4.880% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied to Finance Charges first; then to unpaid principal; then to late charges and other charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Bank of Nevada, West Sahara Regional Office, 2700 W. Sahara Avenue Las Vegas, NV 89102.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding a 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any loan.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business; the insolvency of Borrower; the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nevada.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Clark County, State of Nevada. (Initial Here VC)

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, any trust accounts for which setoff would be prohibited by law, or monies in any accounts that were received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits.



**PROMISSORY NOTE  
(Continued)**

Loan No: 103338216

Page 2

benefits, supplemental security income benefits and disability insurance benefits. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** Borrower acknowledges this Note is secured by a Deed of Trust dated December 6, 2007, to a trustee in favor of Lender on real property located in CLARK County, State of Nevada.

**ARBITRATION.** Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**DISHONORED ITEM FEE.** I may be charged a fee if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

**DUE ON SALE - CONSENT OF LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property or any mobile home or manufactured home located on the property whether or not it is legally a part of the real property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Bank of Nevada West Sahara Regional Office 2700 W. Sahara Avenue Las Vegas, NV 89102.

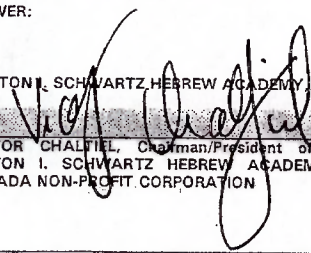
**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

THE MILTON I. SCHWARTZ HEBREW ACADEMY, A NEVADA NON-PROFIT CORPORATION

By:   
VICTOR CHALTIEL, Chairman/President of THE  
MILTON I. SCHWARTZ HEBREW ACADEMY, A  
NEVADA NON-PROFIT CORPORATION

LASER PRO Lending, Var. \$38.00/004 Copr. Harland Phenix Solutions, Inc. 1997, 2007. All Rights Reserved. - NV 110CFNEWCPFLU1020.AC TR 20136 11-15-2008/8/8

# Exhibit 11

# Exhibit 11



**STATE OF NEVADA - DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH - SECTION OF VITAL STATISTICS  
CERTIFICATE OF DEATH**

TYPE OR  
PRINT IN  
PERMANENT  
BLACK INK

DECEDENT

IF DEATH  
OCCURRED IN  
INSTITUTION SEE  
HANDBOOK  
REGARDING  
COMPLETION OF  
RESIDENCE  
ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF  
DEATH

CONDITIONS IF  
ANY WHICH  
GAVE RISE TO  
IMMEDIATE  
CAUSE  
STATING THE  
UNDERLYING  
CAUSE LAST

1a. DECEASED-NAME FIRST Milton		1b. MIDDLE I		1c. LAST SCHWARTZ		2. DATE OF DEATH (Mo/Day/Year) August 09, 2007		3a. COUNTY OF DEATH Clark	
3b. CITY, TOWN, OR LOCATION OF DEATH Las Vegas			3c. HOSPITAL OR OTHER INSTITUTION-Name (if not either, give street and number) Valley Hospital Medical Center			3e. If Hosp. or Inst. Indicate DOA, OP/Emer. Rm. Inpatient (Specify) Inpatient		4. SEX Male	
5. RACE-(e.g., White, Black, American Indian) (Specify) White		6. Was Decedent of Hispanic Origin? No If yes, specify Mexican, Cuban, Puerto Rican, etc. Non-hispanic		7a. AGE-Last birthday (Years) 85		7b. UNDER 1 YEAR MOS DAYS		7c. UNDER 1 DAY HOURS MINS	
8a. STATE OF BIRTH (if not U.S.A., name country) New York		8b. CITIZEN OF WHAT COUNTRY United States		10. EDUCATION 12		11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Divorced		12. SURVIVING SPOUSE (if wife, give maiden name) December 07, 1921	
13. SOCIAL SECURITY NUMBER 052-12-9515			14a. USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired) Entrepreneur			14b. KIND OF BUSINESS OR INDUSTRY Various			
15a. RESIDENCE - STATE Nevada		15b. COUNTY Clark		15c. CITY, TOWN OR LOCATION Las Vegas		15d. STREET AND NUMBER 2293 Duneville Street		15e. INSIDE CITY LIMITS (Specify Yes or No) No	
16. FATHER - NAME (First Middle Last Suffix) Samuel SCHWARTZ					17. MOTHER - NAME (First Middle Last Suffix) Gussie KOPPELMAN				
18a. INFORMANT- NAME (Type or Print) Jonathan SCHWARTZ					18b. MAILING ADDRESS (Street or R.F.D. No. City or Town, State, Zip) 440 Pinnacle Heights Las Vegas, Nevada 89146				
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Removal from State					19b. CEMETERY OR CREMATORY - NAME New Montefiore Cemetery		19c. LOCATION City or Town State Farmingdale New York		
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) BART BURTON SIGNATURE AUTHENTICATED					20b. FUNERAL DIRECTOR LICENSE 50		20c. NAME AND ADDRESS OF FACILITY King David Memorial Chapel 2697 E Eldorado Ln Las Vegas NV 89120		
TRADE CALL - NAME AND ADDRESS Riverside Nausau North Chapel 55 N. Station Plaza Great Neck NY 11020									
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) <i>[Signature]</i>					22a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)				
21b. DATE SIGNED (Mo/Day/Yr) 8/10/07					21c. HOUR OF DEATH 17:17				
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)					22b. DATE SIGNED (Mo/Day/Yr)				
					22c. HOUR OF DEATH				
					22d. PRONOUNCED DEAD (Mo/Day/Yr)				
					22e. PRONOUNCED DEAD AT (Hour)				
23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Oscar Batugal MD 2501 W Charleston Las Vegas Nevada 89102								23b. LICENSE NUMBER 8269	
24a. REGISTRAR (Signature) <i>[Signature]</i>					24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) AUG 10 2007		24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)									
PART I (a) <i>Respiratory failure</i>									
DUE TO, OR AS A CONSEQUENCE OF									
PART I (b) <i>Respiratory pneumonia</i>									
DUE TO, OR AS A CONSEQUENCE OF									
PART I (c)									
PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I. <i>Bowel obstruction</i>									
28a. ACC., SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify)		28b. DATE OF INJURY (Mo/Day/Yr)		28c. HOUR OF INJURY		28d. DESCRIBE HOW INJURY OCCURRED			
28e. INJURY AT WORK (Specify Yes or No)		28f. PLACE OF INJURY- At home, farm, street, factory, office building, etc. (Specify)		28g. LOCATION STREET OR R.F.D. No. CITY OR TOWN STATE					

STATE REGISTRAR



"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE SOUTHERN NEVADA HEALTH DISTRICT

Lawrence K. Sands, D.O., M.P.H.  
Registrar of Vital Statistics

By:

Date Issued: *[Signature]* AUG 14 2007

Print Date: 08/10/2007 10:12:42

# Exhibit 12

# Exhibit 12



ORIGINAL

6

CC18  
Steven J. Oshins, Esq., Bar No. 5732  
Heidi C. Freeman, Esq., Bar No. 8458  
Kristen E. Simmons, Esq., Bar No. 9187  
Oshins & Associates  
1645 Village Center Circle, Suite 170  
Las Vegas, NV 89134  
(702)341-6000  
Attorneys for Petitioner

FILED

JAN 30 4 38 PM '08

CR  
CLERK

COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of  
  
MILTON I. SCHWARTZ,  
  
Deceased

Case No. P61300  
  
LETTERS TESTAMENTARY

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

On January 11, 2008, an Order of the Court was entered admitting to probate the decedent's Will dated February 5, 2004, and two Codicils to said Will dated January 27, 2006 and July 21, 2006, respectively, and appointing A. JONATHAN SCHWARTZ, as Executor of the decedent's estate, and who having qualified is hereby authorized to act and have the authority and shall perform the duties of Executor.

In testimony of which I have this date signed these letters and affixed the seal of this Court.

Dated: JAN 30 2007

~~SHIRLEY B. PARRAGUIRRE, Clerk~~

By: , Deputy Clerk

JULIE RICHMOND

CLERK OF THE COURT

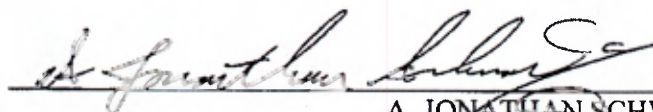
JAN 30 2008

RECEIVED

OATH

STATE OF Nevada }  
COUNTY OF Clark } ss

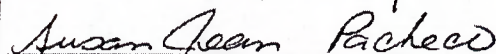
I, A. JONATHAN SCHWARTZ, whose mailing address is 2293 Duneville Street, Las Vegas, NV 89146, solemnly affirm that I will faithfully perform according to law the duties of Executor.

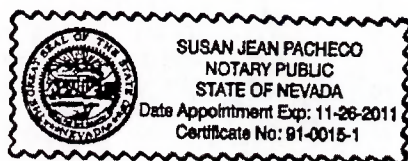


A. JONATHAN SCHWARTZ

SUBSCRIBED AND SWORN TO before me

this 25<sup>th</sup> day of January, 2008.

  
NOTARY PUBLIC



# Exhibit 13

# Exhibit 13



From: Jonathan Schwartz (jonathan@miltson.com)  
To: paul.schiffman@adelsoncampus.org;  
Date: Tue, March 9, 2010 11:44:33 AM  
Cc:  
Subject: Fw: Milton I. Schwartz Hebrew Academy Agreement

Paul:

So you know, the email below and attachments were sent to Victor last Friday. I'm awaiting a response. Thank you.

Jonathan Schwartz

----- Forwarded Message -----

From: Jonathan Schwartz <jonathan@miltson.com>  
To: vchaltiel@redhillsventures.com; jonathan@miltson.com  
Sent: Fri, March 5, 2010 11:39:36 AM  
Subject: Milton I. Schwartz Hebrew Academy Agreement

Victor:

It was a pleasure meeting with you and Paul Schiffman on Wednesday of this week. I always enjoy seeing the school!

As I discussed with you, I have talked about the various issues concerning the Bequest with my family since our meeting on Wednesday. Because of the various discussions I had with you and others regarding the Bequest, the attached Agreement is necessary. The Agreement makes sure that my Dad's intent is respected and followed (the "Agreement"). Primarily, the Agreement memorializes that which the School is already doing to commemorate my Dad's nearly thirty (30) year devotion to the School and its predecessors. Further, the Agreement makes sure that the original intent of the Board is complied with when it named the school; the Milton I. Schwartz Hebrew Academy. This Agreement doesn't attempt to "leverage" anything.

In speaking with my family, the one thing that we respectfully request is that you and the current Board restore the 2008 era logo of the Milton I. Schwartz Hebrew Academy to the letter-head and all other "Media". The logo was removed without discussion with my family and we believe it is reasonable and fitting for the Logo to remain on the letter-head and Media. The Agreement simply memorializes minimum guarantees so that my Dad's commemoration as the founder of the Milton I. Schwartz Hebrew Academy isn't eroded. The Agreement does not negatively effect the gifts made by Mr. Adelson, nor their commemoration as currently respected.

The only reason I put a deadline of signature by Monday is that I need to know by then so that I can sell some securities to make the funds available for the Bequest on Friday. Please forward your signed copy of the Agreement to me by either email or fax (702-387-8770). I hope that we can bring these matters to a close so that we can all approach the School with joy in our hearts moving forward. Good Shabbos!

Jonathan Schwartz

# Exhibit 14

# Exhibit 14



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AGREEMENT BETWEEN THE ESTATE OF MILTON I. SCHWARTZ  
AND THE MILTON I. SCHWARTZ HEBREW ACADEMY

This Agreement (the "Agreement"), made and entered into this \_\_\_\_\_ day of March, 2010 by and between the Estate of Milton I. Schwartz ("Estate"), the Milton I. Schwartz Revocable Family Trust ("Trust"), by and through its Executor and Trustee, A. Jonathan Schwartz ("Schwartz") and the Milton I. Schwartz Hebrew Academy ("MISHA") and the Adelson Educational Campus and/or the Adelson School (collectively, "Adelson School"), by and through its President, Victor Chaltiel ("Chaltiel") with reference to the following facts:

- A. At section 2.3 of the Last Will and Testament of Milton I. Schwartz dated February 5, 2004 (the "Will"), the Will provides, in pertinent part, a bequest to the MISHA in the amount of \$500,000 in the form of securities (stocks, bonds or cash) with the largest profit so that the Estate can take advantage of the low cost basis and increased price as directed in the sole discretion of the Executor (Jonathan Schwartz) (the "Bequest"). The purpose of the Bequest is to fund scholarships for Jewish children only ("Purpose").
- B. Pursuant to the Clark County Assessors Office, the MISHA is situated on the land known as (parcel number 138-19-516-001) (the "Land").
- C. The term the "School" or the "Schools" herein shall refer collectively to the Milton I. Schwartz Hebrew Academy, the Adelson School, and/or the Adelson Educational Campus.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties promise, covenant and agree as follows:

- (1) Contingent upon all signatories execution of the Agreement by March 8, 2010 and delivery of the Agreement by that date to Schwartz, the Bequest shall be made to MISHA no later than March 12, 2010.
- (2) The school located on the Land (grades Pre-K through Fourth) and at any new location shall be known in perpetuity as the *Milton I. Schwartz Hebrew Academy*. Any and all by-laws, agreements, articles of incorporation, operating agreements or other documents associated with the Schools located on the Land or at any new location shall heretofore, and in perpetuity, identify grades Pre-K through Fourth as the *Milton I. Schwartz Hebrew Academy*.
- (3) The MISHA shall prominently depict signage on the face of the building housing the Pre-K through Fourth grades (facing Hillpointe Ave.) (situated on the Land) and at any new location, and at all entrances therefore, exclusively identifying it (and regularly maintaining it) as the *Milton I. Schwartz Hebrew Academy* so that it is clearly evident to the public that it is known as the *Milton I. Schwartz Hebrew Academy*. The sign facing Hillpointe Ave., located on the MISHA as of March 3, 2010 is acceptable to Schwartz.

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- (4) All letter-head, stationary, correspondence, promotional material, websites, business cards, fundraisers, advertisements, etc. (hereinafter, "Media") associated with the Schools shall clearly and prominently identify the *Milton I. Schwartz Hebrew Academy* as grades Pre-K through Fourth in perpetuity. All Media shall depict a logo bearing the name, the Milton I. Schwartz Hebrew Academy (in bold, all capped letters), no smaller than any other logo located on the face of said Media, to be reasonably approved of by the Trust and the Schools ("Logo"). The foregoing shall be completed no later than the start of the 2010-2011 school year. For purposes of clarification, the 2008 Logo of the Milton I. Schwartz Hebrew Academy which appeared on that certain tax receipt dated May 28, 2008 (attached hereto) is acceptable with the exception that the wording "MILTON I. SCHWARTZ" shall be in all capital letters, bolded.
- (5) The interior main entrance of the MISHA shall prominently house a painting and/or photograph of Milton I. Schwartz ("MIS") in perpetuity, to be approved of by Schwartz, which shall include a plaque listing Milton I. Schwartz and identifying Milton I. Schwartz as the founder of the Milton I. Schwartz Hebrew Academy.
- (6) The website of the Schools shall prominently (in perpetuity) list the MISHA as grades Pre-K through Fourth and shall include a description as follows:
- The Milton I. Schwartz Hebrew Academy is home to the lower school, grades pre-K through Fourth. The Milton I. Schwartz Hebrew Academy was established in 1988 through the generosity of Las Vegas businessman Milton I. Schwartz and others who answered a need in the Southern Nevada community for a strong secular and Judaic educational institution for elementary school-aged children.*
- (7) When the Bequest is funded, it shall act to satisfy in full any obligation, liability or duty of Milton I. Schwartz, the Estate or the Trust toward or associated with the MISHA or the Adelson School. Upon MISHA's receipt of the Bequest, a full and final release of Milton I. Schwartz, the Estate, the Trust, A. Jonathan Schwartz and the heirs, assigns and beneficiaries of Milton I. Schwartz, the Estate or Trust shall be effectuated.
- (8) The MISHA shall supply the Estate of Milton I. Schwartz and the Milton I. Schwartz Revocable Family Trust (at the direction of the Trust) with a receipt for tax purposes from the MISHA listing its IRS 501 (c)(3) non-profit tax id number for the Bequest.
- (9) As specified in the Will, the Bequest shall be used solely for the purpose of funding scholarships for Jewish children only at the MISHA.
- (10) Once per year, the MISHA agrees to reasonably cooperate with members of the Milton I. Schwartz family, at a time when it would not interfere with school activities, for the Schwartz Family's access to the School for viewing and verification of compliance with

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the foregoing terms and conditions. The Schwartz Family, its agents, etc. shall indemnify and hold harmless the School for its access to the premises.

- (11) Miscellaneous. This Agreement constitutes the entire Agreement between the Estate, the Trust, Schwartz, the Schwartz Family, its heirs, assigns, and beneficiaries and the MISHA, Adelson School and/or the Adelson Educational Campus. This Agreement confirms the understanding of the parties regarding the naming rights of the Estate of Milton I. Schwartz with regard to the Schools. No amendment, alteration or withdrawal of the Agreement shall be valid or binding unless made in writing and signed by each of the parties affected by such provision. This Agreement shall be binding upon the heirs, successors and assignees of all of the parties associated with the Schools. Each of the parties acknowledges that it has been advised to obtain legal counsel of its own choosing regarding this Agreement and that it has availed itself of said legal counsel. The terms and conditions of this Agreement shall not be construed against any party regardless of whom the Agreement was drafted by. No party to this Agreement shall assign its right or delegate its duties hereunder without the prior written consent of the other parties. Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law, but if any provision of the Agreement shall be prohibited or invalid under applicable law, the remainder of such provision and the remaining provisions of this Agreement shall continue in full force and effect. This Agreement represents a settlement of disputed facts. In the event of any dispute or litigation concerning the terms of this Agreement, the prevailing party shall receive reimbursement for its reasonable legal fees. Each of the signatories to this Agreement warrant and certify that they have the authority to execute the Agreement in the capacity indicated herein. This Agreement may be executed in counterparts which all together shall constitute one Agreement, binding on all parties. This Agreement shall be construed under the laws of the State of Nevada.

IN WITNESS WHEREOF, the undersigned Parties hereto have executed this Agreement as of the date first written above.

Estate of Milton I. Schwartz,  
A. Jonathan Schwartz, Executor

Milton I. Schwartz Hebrew Academy,  
Victor Chalfiel, President

Milton I. Schwartz Revocable Family  
Trust, A. Jonathan Schwartz, Trustee

The Adelson School, Victor Chalfiel,  
President

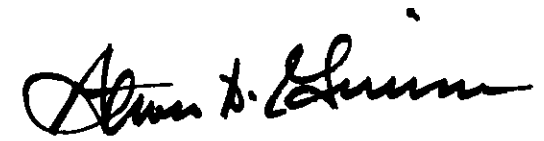
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The Adelson Educational Campus, Victor  
Chaitiel, President

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CLERK OF THE COURT

**PET**  
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*Attorneys for Respondent, A. Jonathan Schwartz*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

In the Matter of the Estate of	)	Case No. P061300
	)	Department No. 26/Probate
MILTON I. SCHWARTZ,	)	
	)	
Deceased.	)	<b>Date of Hearing: 05/31/2013</b>
	)	Time of Hearing: 9:30 a.m.

**PETITION FOR DECLARATORY RELIEF**

A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz, by and through his attorneys, Mark A. Solomon, Alan D. Freer, and Steven E. Hollingworth of the law firm of Solomon Dwiggins & Freer, Ltd., does hereby respectfully petition this Court pursuant to NRS 30.030, 30.040, 30.060, and 30.100 for declaratory and supplemental relief. Pursuant to NRS 30.110, Mr. Schwartz hereby demands the issues set forth herein to be tried and determined by a jury. Petitioners allege as follows:



1 **I. GENERAL ALLEGATIONS**

2 **A. FACTUAL BACKGROUND**

3 The Adelson School seeks the Executor's removal and other personal penalties as leverage  
4 in a dispute over whether the School can avoid its obligations to the decedent and his estate. The  
5 Adelson School attempts to characterize this dispute as if it arose only after the decedent's death.  
6 In fact, this dispute has a long history going back for decades.

7 The history of the Hebrew Academy (the "Academy") is crucial to this matter. Milton  
8 Schwartz was instrumental in the Howard Hughes Corporation's gift of land where the Academy  
9 and Adelson School now stand. In addition, Milton provided key funding during its formative  
10 years, through both personal donations and fundraising. Without his efforts and contributions,  
11 there would be no Hebrew Academy or Adelson School today. There would have been nothing for  
12 later philanthropists like the Adelsons to build on.

13 In August 1989, Milton Schwartz donated \$500,000 to the Academy in return for which the  
14 Academy would guarantee that its name would change in perpetuity to the "Milton I. Schwartz  
15 Hebrew Academy."<sup>1</sup> The Board of Directors of the Hebrew Academy memorialized this agreement  
16 in its minutes from its August 14, 1989 special meeting<sup>2</sup> and in Bylaws for the Academy, adopted  
17 on December 18, 1990.<sup>3</sup> Amended articles of incorporation were filed on August 22, 1990,  
18 changing the name of the school to the "Milton I. Schwartz Hebrew Academy." In addition, by  
19 deed executed April 9, 1991, the Hebrew Academy conveyed the underlying property of the  
20

21  
22  
23 <sup>1</sup> Ex. 1, Supplemental Affidavit of Milton I. Schwartz dated February 22, 1993 at ¶4.

24 <sup>2</sup> See Ex. 2, Minutes of the Board of Trustees, Special Meeting, August 14, 1989 ("A letter should  
25 be written to Milton Schwartz stating the Academy will be named after him"); Ex. 3, Certificate  
26 of Amendment of the Articles of Incorporation of the Hebrew Academy.

27 <sup>3</sup> Ex. 4, Bylaws (12/18/1990), Article I(1) ("The name of the corporation is The Milton I. Schwartz  
28 Hebrew Academy (hereinafter referred to as The Academy) and schall [sic] remain so in  
perpetuity"); see also Ex. 5, Bylaws (April 13, 1999), Section 1.01 ("The name of the Corporation  
is the Milton I. Schwartz Hebrew Academy and will remain so in perpetuity.")

1 Academy to the "Milton I. Schwartz Hebrew Academy, a Nevada non-profit corporation."<sup>4</sup>

2 The Academy's perpetual obligations and promises were recognized by its board members  
3 at various times over the years. For example, on July 17, 1992, board member Lenard E.  
4 Schwartz, Esq. acknowledged to Milton, "It's your school, it has your name on it forever."<sup>5</sup>  
5 Likewise, when the Academy became embroiled in a dispute with Milton in 1992, board member  
6 Tamar Lubin offered to return Milton's \$500,000 donation made in 1989.<sup>6</sup> Such offer further  
7 evidences an acknowledgment by the Academy that Milton's gifts were conditional, not simply  
8 gratuitous in nature.

9 In addition to cash gifts, Milton Schwartz guaranteed the debts of the Academy until the  
10 debts were paid in full after his death. Milton made all of his contributions and guarantees in  
11 reliance on the Academy's agreement and the representations. However, the Academy failed to  
12 keep its end of the bargain and on October 19, 1994, filed amended articles of incorporation  
13 removing his name from the school. During this period when the school no longer bore his name,  
14 Milton ceased making donations to the Academy.<sup>7</sup>

15 On May 23, 1996, the Academy agreed to restore its name to the "Milton I. Schwartz  
16 Hebrew Academy" and amend its articles of incorporation accordingly.<sup>8</sup> Amended articles were  
17 filed on March 21, 1997. In addition to restoring its former name, the Academy agreed to  
18 implement the following actions to prominently display the full name of the "Milton I. Schwartz  
19 Hebrew Academy" on signage, stationery, letterhead, and brochures:

20 Restore the marker in front of the Hebrew Academy identifying it  
21 as the "Milton I. Schwartz Hebrew Academy."

22 Change the Hebrew Academy's formal stationary [sic] to include its

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23  
24 <sup>4</sup> Ex. 6, Quitclaim Deed.

25 <sup>5</sup> See Ex. 7, Letter from Lenard E. Schwartz dated July 17, 1992.

26 <sup>6</sup> See Ex. 8, Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12.

27 <sup>7</sup> See Ex. 9, Spreadsheet of Contributions.

28 <sup>8</sup> Ex. 10, Letter from Dr. Roberta Sabbath, School Head, dated May 23, 1996.

1 full name, the "Milton I. Schwartz Hebrew Academy," in a form  
2 consistent with this letterhead and include our full name on future  
brochures.

3 Where practicable, display the full name of the Hebrew Academy.  
4 In print advertising of sufficient size, the full name of the school  
5 will be displayed in a design consistent with the letterhead. Where  
6 impractical by reason of size, utilization of voice media, informal  
correspondence, informal memoranda, etc., and in answering the  
telephone, the school will utilize the shorthand version of its name  
as Hebrew Academy or simply, its logo.<sup>9</sup>

7 The Academy further informed Milton that "you can rest assured it is the intention of the School  
8 Head and the School's Officers and Directors that the utilization of the school's full name will  
9 consistent with an intent to recognize and honor your contribution and assistance."<sup>10</sup>

10 In reliance on this agreement and these representations from the Academy, Milton I.  
11 Schwartz resumed making monetary contributions to the Academy up until his death, in the  
12 additional amount of approximately \$500,487.<sup>11</sup> His total lifetime contributions were  
13 approximately \$1,010,656.66.<sup>12</sup> Also in reliance on the Academy's agreement and promise, on  
14 February 5, 2004, the decedent executed a will providing a bequest of \$500,000 to the Milton I.  
15 Schwartz Hebrew Academy.

16 On or around 2006 and 2007, and before Milton's death, Mr. Adelson pledged \$25 million  
17 to build a high school on the site of the Academy. Milton, the Academy, and Mr. Adelson agreed  
18 that the high school would be called the "Adelson School," while grades K-8 would continue to  
19 be known as the "Milton I. Schwartz Hebrew Academy." This understanding and agreement is  
20 evidenced by a letter signed by Mr. Adelson and Victor Chaltiel of the Board of Directors.<sup>13</sup>

21 At the time of Milton's death on August 9, 2007, the name of grades K-8 was the "Milton  
22

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23  
24 <sup>9</sup> *Id.*

25 <sup>10</sup> *Id.*

26 <sup>11</sup> *See* Ex. 9, Spreadsheet of Contributions.

27 <sup>12</sup> *Id.*

28 <sup>13</sup> Ex. 11, Gala Announcement.

1 I. Schwartz Hebrew Academy,” consistent with the parties’ agreement. However, unbeknownst  
2 to the Executor, and without even allowing Milton’s family seven months to grieve his passing, the  
3 Academy violated its contractual obligations and promise by filing amended articles of  
4 incorporation changing the corporate name to the “Dr. Miriam and Sheldon G. Adelson  
5 Educational Institute.” From the timing of events, it appears clear that the Academy was waiting  
6 for an opportune moment to jettison its obligations, in the hopes that the Executor of Milton’s  
7 estate would be unwilling to raise a challenge.

8 The Academy took other, more gradual actions in violation of its agreement with the  
9 Decedent. For example, the name of the middle school (grades 5-8) was changed from the “Milton  
10 I. Schwartz Hebrew Academy” to the “Adelson Middle School.” The Executor became aware of  
11 the Academy’s breach on or about March, 2010.

12 The Executor has patiently reviewed this history with the Academy Board of Directors and  
13 has attempted to resolve this dispute without resorting to litigation. The Executor has repeatedly  
14 acknowledged the generosity of Dr. Miriam and Sheldon G. Adelson, raising no objection to the  
15 naming of the high school (grades 9-12) located on the campus after the Adelsons.

16 Along with many others in the community, the Executor is supportive of the Academy’s  
17 purposes and goals. In his capacity as Trustee of the Milton I. Schwartz Revocable Family Trust,  
18 he has the means to satisfy the bequest to the Academy, if appropriate. However, in light of the  
19 Academy’s breach, the Executor has requested written assurances from the Academy that it will  
20 comply with its obligations with respect to the naming of grades K-8 after Milton I. Schwartz.

21 Instead of acknowledging its wrongful conduct and reaffirming its prior assurances, the  
22 Academy’s Petition now seeks to punish the Executor for his painstaking efforts to negotiate an  
23 amicable settlement that protects the intent of the decedent and the rights of the Estate. The Petition  
24 adds insult to injury by willfully ignoring the past and feigning outrage at what it calls the  
25 Executor’s “personal demands.” These so-called “personal demands” are, in fact, nothing more a  
26 request that the Academy honor the terms of its agreement as memorialized in its May 23, 1996  
27  
28



1 letter to Milton.<sup>14</sup>

## 2 FIRST CLAIM FOR RELIEF

### 3 (Construction of Will)

4 The will of Milton Schwartz provides for a bequest of \$500,000 to the "Milton I. Schwartz  
5 Hebrew Academy." However, there is no legal entity currently bearing that name.

6 It is axiomatic that the terms of a will must be construed in accordance with the testator's  
7 intent. *See, e.g., Adkins v. Oppio*, 105 Nev. 34, 36 (1989) ("[I]t is the long accepted position of this  
8 court that the primary aim in construing the terms of a testamentary document must be to give  
9 effect, to the extent consistent with law and policy, to the intentions of the testator"). Based on the  
10 Academy's agreement and representations to Milton at the time of the execution of the will and  
11 until his death, Milton understood and expected that the Hebrew Academy was obligated to bear  
12 his name in perpetuity.<sup>15</sup> This understanding was reflected in Milton's own sworn testimony:  
13 "Affiant donated \$500,000 to the Hebrew Academy in return for which it would guaranty that its  
14 name would change in perpetuity to the Milton I. Schwartz Hebrew Academy."<sup>16</sup>

15 Milton's express intent as reflected in the will, therefore, was not to benefit a charitable  
16 organization generally, but to benefit an entity *bearing his name perpetually*. Had Milton known  
17 that the Academy would remove his name almost immediately following his death, he would not  
18 have made the bequest. This is evident by the fact that he took vigorous action against the Academy  
19 during his lifetime to remedy breaches by the Academy, and he ceased making donations until it  
20 changed its name back to the Milton I. Schwartz Hebrew Academy.

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23 <sup>14</sup> Note the close correspondence between the supposedly "outrageous" request by the Executor  
24 that all "letter-head, stationery, correspondence, promotional material" and other media associated  
25 with the Schools "shall clearly and prominently identify the 'Milton I. Schwartz Hebrew  
26 Academy'" with the Academy's *express agreement* to "change the Hebrew Academy's formal  
stationary [sic] to include its full name, the 'Milton I. Schwartz Hebrew Academy,' in a form  
consistent with this letterhead and include our full name on future brochures."

27 <sup>15</sup> *See* Ex. 1, Supplemental Affidavit of Milton I. Schwartz at paragraph 4.

28 <sup>16</sup> *Id.*

1 Because there is no existing entity named after Milton I. Schwartz on a perpetual basis, the  
2 Estate seeks a declaration that the \$500,000 bequest lapses and is distributable as part of the residue  
3 of the Estate.

4 **SECOND CLAIM FOR RELIEF**

5 **(Fraud in the Inducement)**

6 Because the Academy removed Milton's name from the corporate documents almost  
7 immediately after his death, it is obvious that the Board of Directors was waiting for the moment  
8 when Milton would be unable personally to defend his legacy. The plan to breach was hidden from  
9 Milton, in hopes that he would continue to provide generous gifts, fundraising, and ultimately a  
10 bequest in his will.

11 After remedying its prior breach in 1996, the Board maintained its assurances to Milton that  
12 the school would perpetually bear his name.<sup>17</sup> Yet the Academy had no intent to honor its  
13 agreement, as evidenced by the prompt change after Milton's death. Milton's donations and the  
14 bequest were thus induced by fraudulent misrepresentations. Had Milton known that the Academy  
15 had no intention of honoring its obligations and representations, he would not have made any gifts  
16 or bequests to the Academy. On the contrary, if he were living today he would likely have sued  
17 for restitution and damages.

18 A gift or bequest that is induced by fraud is void. Restatement (Third) of Property: Wills  
19 and Other Donative Transfers § 8.3(a). Accordingly, the Estate seeks a declaration by this Court  
20 that the bequest to the Academy is void, and that the Estate has no obligation to distribute any  
21 amount to the Petitioner. The Estate further seeks supplemental relief in the form of an award for  
22 damages caused by the Academy's fraudulent inducement of Milton's lifetime and testamentary  
23 gifts.  
24  
25  
26

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27  
28 <sup>17</sup> See, e.g., Ex. 5, Bylaws (April 13, 1999), Section 1.01 ("The name of the Corporation is the  
Milton I. Schwartz Hebrew Academy and will remain so in perpetuity").

1 **THIRD CLAIM FOR RELIEF**

2 **(Bequest Void For Mistake)**

3 The bequest made by Milton Schwartz to the Academy was based on, and motivated by,  
4 Milton's understanding and belief that the Academy had agreed to bear his name in perpetuity and  
5 would fulfil its promises as memorialized in its May 23, 1996 letter.<sup>18</sup> Contrary to the evidence,  
6 the Academy now appears to deny that it ever made these promises or representations. However,  
7 regardless of such denials, it is clear that Milton would not have made the bequest but for his belief  
8 that such an agreement existed.

9 The general law of mistake is applicable to both wills and other donative documents of  
10 transfer.<sup>19</sup> Milton's bequest to the Academy was induced by his belief that the Academy was bound  
11 to be named after him in perpetuity. Accordingly, the Estate seeks a declaration that the \$500,000  
12 bequest is void by reason of mistake.

13 **FOURTH CLAIM FOR RELIEF**

14 **(Offset of Bequest Under Will)**

15 Even if the bequest to the Academy is valid, the Estate has no obligation to distribute any  
16 amount to the Academy. Because the Academy has breached the obligations and promises that  
17 induced Milton's lifetime and testamentary gifts, the Academy is liable to the Estate for rescission  
18 of these gifts, plus damages.<sup>20</sup> The Estate believes the amount thus owed from the Academy  
19 exceeds \$1,000,000.<sup>21</sup>

20 The Estate seeks a declaration from the Court that the Estate has the right to offset the  
21 \$500,000 bequest to the Academy in the amount of the damages due from the Academy. *See, e.g.,*  
22

23  
24 <sup>18</sup> *See*, Ex. 1, Supplemental Affidavit of Milton I. Schwartz at ¶ 4.

25 <sup>19</sup> Restatement (Second) of Property, Donative Transfers §34.7, Comment d.

26 <sup>20</sup> Restatement (Third) of Restitution And Unjust Enrichment, §11(2) ("A donor whose gift is  
27 induced by invalidating mistake has a claim in restitution as necessary to prevent the unintended  
28 enrichment of the recipient.")

<sup>21</sup> *See* Ex. 9, Spreadsheet of Contributions.

1 *Matter of Estate of Morrell*, 428 S.E.2d 697, 699 (N.C. Ct. App. 1993) (“[T]he right and duty of  
2 an executor to deduct from a legacy the amount of any indebtedness of the legatee to the estate of  
3 his testator, is well settled, and is in full accord with elementary principles of justice”).

4 **FIFTH CLAIM FOR RELIEF**

5 **(Breach of Contract)**

6 The gifts and bequests made by Milton Schwartz were conditioned on the Academy bearing  
7 his name perpetually and fulfilling its promises as memorialized in its May 23, 1996 letter. The  
8 Academy has failed to comply with the agreement and conditions on which these gifts and bequests  
9 were based. Members of the Board of Directors have acknowledged the conditional nature of these  
10 gifts, as reflected by board member Tamar Lubin’s offer in 1992 to return Milton’s \$500,000  
11 donation made in 1989.<sup>22</sup>

12 The Estate seeks a declaration that the Academy has breached its agreement and promises,  
13 and as a direct result of the Academy’s breach, the Estate is not required to distribute the bequest  
14 to the Academy. Further, as to the inter vivos gifts made by Milton, the Estate has suffered  
15 damages in excess of \$1,000,000.<sup>23</sup> The Estate further seeks supplemental relief in the form of an  
16 award for such damages.

17 **SIXTH CLAIM FOR RELIEF**

18 **(Revocation of Gift and Constructive Trust)**

19 The gifts and bequests made by Milton Schwartz were conditioned on the Academy bearing  
20 his name perpetually and fulfilling its promises as memorialized in its May 23, 1996 letter. The  
21 Academy has failed to comply with the conditions on which these gifts and bequests were based.  
22 Members of the Board of Directors have acknowledged the conditional nature of these gifts, as  
23 reflected by board member Tamar Lubin’s offer in 1992 to return Milton’s \$500,000 donation  
24

25  
26  
27 <sup>22</sup> See Ex. 8, Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12.

28 <sup>23</sup> See Ex. 9, Spreadsheet of Contributions.

1 made in 1989.<sup>24</sup>

2 Milton understood and believed that the Academy had agreed to bear his name in  
3 perpetuity.<sup>25</sup> Even if the Academy denies that it made such promises or contends that such  
4 promises are not enforceable, the Estate is still entitled to recover all funds Milton contributed in  
5 reliance on his belief that an agreement existed. *See Earl v. Saks & Co.*, 226 P.2d 340, 344-45  
6 (Cal. 1951) ("A gift can be rescinded if it was induced by fraud or material misrepresentation  
7 (whether of the donee or a third person) or by mistake as to a basic fact. A failure by the donee to  
8 reveal material facts when he knows that the donor is mistaken as to them is fraudulent  
9 nondisclosure. A mistake which entails the substantial frustration of the donor's purpose entitles  
10 him to restitution." (Citations omitted); *see also* Restatement (First) of Restitution §15, Comment  
11 e ("[W]here one makes a payment to another in the mistaken belief that the other has promised to  
12 assume a duty in return for or with reference to the payment ... the payor is entitled to a return of  
13 his money upon disclaimer or refusal of the other to perform").

14 Accordingly, the Estate seeks a declaration that it is entitled to a revocation of the bequest  
15 and all gifts made during Milton's lifetime. Further, the Estate seeks supplemental relief in the  
16 form of a ruling that the Adelson School holds such funds in constructive trust in favor of the  
17 Estate.

18 **WHEREFORE**, the Executor requests that the Court enter an Order granting the relief set  
19 forth in the instant Petition and specifically grant the following relief:

- 20 1. That this matter be set over and scheduled for a jury trial;  
21 2. That this Court declare that the bequest to the Milton I. Schwartz Hebrew Academy  
22 is void;  
23 3. That this Court declare that the Executor of the Estate of Milton I. Schwartz was and  
24 is authorized to abstain from distributing the bequest to the Milton I. Schwartz Academy on  
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27 <sup>24</sup> *See* Ex. 8, Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12.

28 <sup>25</sup> *See*, Ex. 1, Supplemental Affidavit of Milton I. Schwartz at ¶ 4.

1 account of the Academy's breach of agreement and/or promise made by and between the Academy  
2 and Decedent;

3 4. That this Court declare that the Executor of the Estate of Milton I. Schwartz is  
4 directed to abstain from distributing the bequest to the Milton I. Schwartz Hebrew Academy on  
5 account of the Academy's breach of agreement and/or promise made by and between the Academy  
6 and Decedent;

7 5. That this Court declare that the Academy fraudulently induced Decedent to leave  
8 a bequest to the Milton I. Schwartz Hebrew Academy;

9 6. That this Court declare that the Academy fraudulently induced Decedent to make  
10 lifetime gifts to the Milton I. Schwartz Hebrew Academy;

11 7. That the Executor of the Estate of Milton I. Schwartz is authorized and directed to  
12 offset the bequest to the Milton I. Schwartz Hebrew Academy against the lifetime gifts Decedent  
13 made the Decedent and that were fraudulently induced by the Academy;

14 8. That the Estate of Milton I. Schwartz is entitled to a revocation of the bequest to the  
15 Milton I. Schwartz Hebrew Academy and all gifts made to the Academy by Milton during his  
16 lifetime;

17 9. That the Estate of Milton I. Schwartz be granted supplemental relief in the form of  
18 a constructive trust over funds in the hands of the Adelson School which were contributed to the  
19 by Milton during his lifetime, to preserve them until the outcome of this action is finally  
20 determined;

21 10. That the Estate of Milton I. Schwartz be granted supplemental relief in the form of  
22 an award of damages against the Academy caused by the Academy's breach of contract and  
23 fraudulent inducement of lifetime gifts and testamentary bequest from Decedent;

24 11. That the Estate of Milton I. Schwartz be granted supplemental relief in the form of  
25 an award of punitive damages against the Academy caused by the Academy's fraudulent  
26 inducement of lifetime gifts and testamentary bequest from Decedent;

27 12. That the Estate of Milton I. Schwartz be granted fees and costs as the Court deems  
28

1 equitable and just; and

2 13. That the Court grant such other and further relief as it deems just and appropriate.

3 **DATED** this \_\_\_\_ day of May, 2013.

4 SOLOMON DWIGGINS & FREER

5  
6 By: 

7 MARK A. SOLOMON, ESQ.

Nevada State Bar No. 00418

8 ALAN D. FREER, ESQ.

Nevada State Bar No. 7706

9 STEVEN E. HOLLINGWORTH, ESQ.

Nevada State Bar No. 7753

10 SOLOMON DWIGGINS & FREER

9060 West Cheyenne Avenue

11 Las Vegas, Nevada 89129

12 Telephone: (702) 853-5483

13 Facsimile: (702) 853-5485

14 *Attorneys for Respondent*

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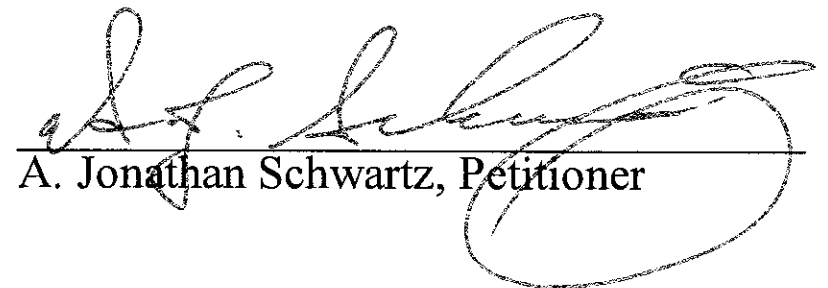
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**VERIFICATION**

A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz, being first duly sworn under penalty of perjury, deposes and states:

That he is the Petitioner who makes the foregoing **PETITION FOR DECLARATORY RELIEF** ("Petition"), that he has read said Petition and knows the contents thereof, and that the same is true of his own knowledge except for those matters stated on information and belief, and that as to such matters he believes them to be true.

DATED this 28 day of May, 2013.

  
A. Jonathan Schwartz, Petitioner



# EXHIBIT “1”

SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ

STATE OF NEVADA           )  
                                  ) SS.:  
COUNTY OF CLARK        )

MILTON I. SCHWARTZ, being first duly sworn, upon oath, deposes and says:

1. This Affidavit is made of my own personal knowledge except where stated on information and belief, and as to those matters, I believe them to be true, and if called as a witness, I would confidently testify thereto.

2. That Affiant hereby affirms under penalty of perjury that the assertions of this Affidavit are true.

3. This Affidavit is submitted in support of Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Declaratory Judgment and Injunctive Relief; Plaintiff's Opposition to Defendant's Countermotion for Sanctions; Plaintiff's Opposition to Defendant's Countermotion to Dismiss or, in the Alternative, for a More Definite Statement; and Plaintiff's Countermotion to Strike Defendant's Opposition.

4. That on or about August of 1989, Affiant donated \$500,000 to the Hebrew Academy in return for which it would guarantee that its name would change in perpetuity to the MILTON I. SCHWARTZ HEBREW ACADEMY. Affiant was first elected Chairman of the Board of Directors in the August 1989 Board of Directors meeting. Affiant was reelected Chairman of the Board of the Milton I. Schwartz Hebrew Academy in June of 1991.

5. That Affiant has been instrumental in bringing large sums of money into the MILTON I SCHWARTZ HEBREW ACADEMY from personal

1 donations and donations of friends and business acquaintances of  
2 Affiant. That as a result of the actions of Tamar Lubin, and the  
3 Defendants, many of the people that donated money will no longer donate  
4 money to the MILTON I. SCHWARTZ HEBREW ACADEMY. As a result, the MILTON  
5 I. SCHWARTZ HEBREW ACADEMY will suffer severe financial problems.

6           6. That as a result of the actions of the Defendant, the  
7 MILTON I. SCHWARTZ HEBREW ACADEMY has suffered and will continue to  
8 suffer irreparable harm. That as a result of the actions of the  
9 Defendant and in particular of Tamar Lubin, there has been a high  
10 turnover of school teachers at the Hebrew Academy. This caused the loss  
11 of highly qualified teachers that had the respect of the parents and  
12 children and has caused and will continue to cause irreparable damage to  
13 the MILTON I. SCHWARTZ HEBREW ACADEMY. In addition, Tamar Lubin has  
14 repeatedly lied to the Board of Directors. She informed the Board of  
15 Directors in May of 1992 that all teachers would be returning in  
16 September to the Academy and she had informed the Board of Directors  
17 that the teachers would receive their contracts. However, neither of  
18 these statements were true at the time she made them. At least two  
19 teachers were terminated immediately subsequent to her reassuring the  
20 Board of Directors that all teachers would return in September of 1992.

21           7. It was the intention of some of the Directors, including  
22 Affiant, to not renew Tamar Lubin's contract that is up for renewal on  
23 June 3, 1993. This decision was the result of numerous complaints that  
24 were received by the Directors concerning the actions of Tamar Lubin.  
25 One graphic example is that one student became nervous and upset and  
26 vomited. Tamar Lubin required that student to sit in his vomit and not  
27 move. This type of abuse should not occur today. A letter concerning  
28 that incident was given to Affiant and is attached as Exhibit "10" to

1 this Motion. In addition, other letters and complaints concerning Ms.  
2 Tamar Lubin are attached to this Motion as Exhibit "11" and were the  
3 basis of the Board's concerns with renewing the contract.

4 8. That Affiant believes that the Defendant is in the  
5 process of negotiating a long term contract with Tamar Lubin to be the  
6 Administrator of the MILTON I. SCHWARTZ HEBREW ACADEMY and that this  
7 action will cause irreparable harm to the MILTON I. SCHWARTZ HEBREW  
8 ACADEMY.

9 9. That Defendant's rely on the fact that there had been  
10 approximately ten more students enrolled in the Academy to demonstrate  
11 that they have not harmed the Academy. However, three (3) of the  
12 private schools in the Las Vegas area that compete with the Academy,  
13 Temple Beth Sholom, Las Vegas Day School and the Meadows are operating  
14 at near capacity and have a waiting list to get in and the Hebrew  
15 Academy is only operating at approximately 40% of its capacity. That as  
16 a result of the actions of Tamar Lubin, many parents have removed their  
17 children from the MILTON I. SCHWARTZ HEBREW ACADEMY to enroll them in  
18 either the Meadows, Temple Beth Sholom, the Las Vegas Day School, or to  
19 place them in public school. As a result, the MILTON I. SCHWARTZ HEBREW  
20 ACADEMY is suffering irreparable harm as long as Tamar Lubin remains  
21 employed. Attached to this Motion as Exhibit "\_" are true and correct  
22 copies of petitions from parents that have either removed their children  
23 or are considering removing their children from the MILTON I. SCHWARTZ  
24 HEBREW ACADEMY as a result of the actions of Tamar Lubin. Two of the  
25 former directors of the Hebrew Academy, Sam Ventura and Dr. Neville  
26 Pokroy, have informed Affiant that at least fifty (50) students that  
27 were removed from the school are waiting to return to the MILTON I.  
28 SCHWARTZ HEBREW ACADEMY as soon as Tamar Lubin leaves.

1           10. That the minutes of the May 21st meeting, that are  
2 attached as Exhibit "B" to the Defendant's Opposition To Plaintiff's  
3 Motion For Declaratory Judgment And Injunctive Relief And Countermotion  
4 For Sanctions; Countermotion To Dismiss Or, In The Alternative, For A  
5 More Definite Statement are not a true and correct copy of the minutes  
6 of the meeting that occurred on May 21, 1992.

7           11. That at the May 21, 1992 meeting of the Board of  
8 Directors, it was determined that a conflict existed between the Bylaws  
9 which mandated the time required for the nominating committee to give  
10 its report and the time that elections could occur after that report was  
11 given. That as a result, it was resolved at the May 21st meeting that  
12 the only way elections could occur in the June meetings was that new  
13 Bylaws would be approved at the beginning of the June meeting and a  
14 provision in the new Bylaws would delete the time period which must  
15 occur between the report of the nominating committee and the election.  
16 Once the new Bylaws were approved, the elections could be held during  
17 the June meetings. Otherwise, elections could not be held until the  
18 July meeting.

19           12. That on or about June 10, 1992, Affiant was notified by  
20 Dr. Edward Goldman that the nominating committee had decided that due to  
21 the conflict in the Bylaws and the discussion that occurred at the May  
22 21, 1992 Board meeting, that the elections should be put off until the  
23 July Board meeting. That as a result of this conversation, Affiant  
24 drafted the letter dated June 11, 1992. Affiant sent that letter to  
25 each of the board members of the MILTON I. SCHWARTZ HEBREW ACADEMY  
26 indicating to them that the elections would not occur at the June  
27 meeting.

28           13. That during the June 18, 1992 meeting of the Board of

1 Directors, the Directors did not vote on the Bylaws. That at the June  
2 meeting, Affiant strenuously objected to the fact that elections were  
3 going on.

4 14. That Affiant was specifically requested by Lenard  
5 Schwartzer, a member of the Defendant, the Second Board of Directors, to  
6 not file this suit until after the fundraisers and Jewish holidays  
7 occurred. In addition, Affiant attempted to arrange a meeting with  
8 members of the Defendant, the Second Board of Directors, to resolve this  
9 dispute. However, the meeting never took place because Tamar Lubin was  
10 acting in bad faith and refused to allow the meeting to occur.

11 15. That on May 21, 1992, the Board of Directors of the  
12 MILTON I. SCHWARTZ HEBREW ACADEMY consisted of Milton I. Schwartz,  
13 Michael Novick, Dan Goldfarb, Cynthia Michaels, Frederick Berkley, Dr.  
14 Edward Goldman, Scott Higginson, Dr. Tamar Lubin, Lenard Schwartzer,  
15 Robert Rikita, Ira Sternberg, Geri Rentchler, Don Schlesinger, and Dr.  
16 Richard Ellis. In addition, that Roberta Sabbath and Dr. Neville Pokroy  
17 were Honorary Members of the Board of Directors. Honorary Members can  
18 advise the Board of Directors but they cannot vote.

19 16. That on July 16, 1992, Affiant called a meeting of the  
20 Board of Directors at Affiant's home because Affiant was not allowed on  
21 the premises of the MILTON I. SCHWARTZ HEBREW ACADEMY. That at that  
22 meeting the Board of Directors first voted for new Bylaws which removed  
23 the requirement that the Board wait thirty (30) days after receiving the  
24 Nominating Committee's report to hold an election.

25 17. That as of November 5, 1992, the Plaintiff's Board of  
26 Directors consisted of: Milton I. Schwartz, Mike Novick, Abigail  
27 Richlin, Frederick Berkley, Dr. Edward Goldman, Phyllis Darling, Sam  
28 Ventura, Dr. Alvin Blumberg, Roger Soime, Wendy Roselinsky, Ira

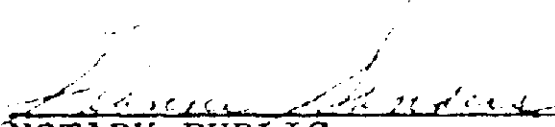
1 Sternberg, Bob Rakita, Dr. Richard Ellis, Scott Higginson and Dr. Tamar  
2 Lubin. However, Ira Sternberg, Bob Rakita, Dr. Richard Ellis, Scott  
3 Higginson and Dr. Tamar Lubin have not acknowledged the past three (3)  
4 Board notices Affiant sent out, nor did they attend the July, August or  
5 November Board meetings, nor did they return telephone calls.

6 18. That Affiant was informed by Dr. Edward Goldman, the  
7 Assistant Superintendent, Administrative Operations and Staff Relations  
8 of the Clark County School District, and a member of the Board of  
9 Directors, that there is an inadequate degree of critical skills  
10 teaching in the upper classes. In addition, Affiant was told that if  
11 this is not corrected the education of the students who attend the  
12 MILTON I. SCHWARTZ HEBREW ACADEMY will suffer irreparable harm.

13 FURTHER AFFIANT SAYETH NAUGHT.

14  
15   
MILTON I. SCHWARTZ

16 SUBSCRIBED AND SWORN to before  
17 me this 22 day of February, 1993

18  
19   
20 NOTARY PUBLIC



DIANNE SANDERS  
NOTARY PUBLIC - NEVADA  
My exp. date: Nov. 21, 1993

# EXHIBIT “2”



THE HEBREW ACADEMY  
Minutes of the Board of Trustees  
Special Meeting  
August 14, 1989

## Present:

Elliott Klain  
Gerri Rentchler — 388-GIFT / 10AM  
Neville Pokroy  
Fred Berkley  
George Rudiak  
Tamar-Lubin  
Milton Schwartz  
Roberta Sabbath  
Susan McGarraugh

Milton Schwartz called the meeting to order at 1:30p.m.

The minutes were approved as read.

Because of the change in format in 1988, the Jewish Federation will not give the Hebrew Academy the \$41,000 allocation for scholarships provided. The Hebrew Academy provided \$28,000 worth of scholarships in 1988 and has a policy not to give the recipient's names to anyone. The Jewish Federation is now requesting this information due to their "new" format.

Milton Schwartz would like to meet with Lenny Schwartz, Tamar-Lubin Saposhnik, and Norm Kaufman tomorrow (8-15-89) to discuss the "new" format of the Jewish Federation because the "rules" for 1988 were changed after the school year. (That is: they now request the recipients names for the scholarships).

George Rudiak moved that the Board accepts, with thanks, the donations from Milton Schwartz, George and Gertrude Rudiak, and Paul Sogg. A letter should be written to Milton Schwartz stating the Academy will be named after him. A letter should be written to Paul Sogg stating that a room or building will be named after him and Mr. Sogg has 60 days in which to choose. A letter should be written to George and Gertrude Rudiak stating that they have until December 31, 1989 as to which room they would like to named after their daughter, Gerri Rentchler.

The Board decided to add six additional class-rooms to the existing plans for an additional \$360,000.

A motion was made by Roberta Sabbath to honor Milton Schwartz at the next Gala (10-28-89). And also to have Milton Schwartz present a special award to Paul Sogg at the Gala. Tamar-Lubin Saposhnik seconded. All approved.

Motion to adjourn meeting at 2:15pm. Seconded and approved.

*Susan McGarraugh*  
Susan McGarraugh  
Acting Secretary

A. Jonathan Schwartz, Esq.  
MILTSON CONSULTING, INC.

2293 Duneville Street

Las Vegas, NV 89146

(702)383-6767 - Phone

(702)387-8770 - Fax

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

RE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

PAGES (INCLUDING COVER): 4

Fred should have  
"Staff" on this issue

I found two more copies of  
the unsigned letter.  
note date of minutes

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this is not the intended recipient, or the employee or agent for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is strictly prohibited.

August 14, 1989

Milton I. Schwartz  
2120 Silver Avenue  
Las Vegas, Nevada 89102

RE: Gift of Milton I. Schwartz to The Hebrew Academy

Dear Mr. Schwartz:

The Hebrew Academy acknowledges with thanks your generous gift of \$500,000 to be used in the Academy's building program for the construction of the new campus at Summerlin.

In appreciation and recognition of this gift, the Board of Trustees of The Hebrew Academy has decided to name the new campus the "Milton I. Schwartz Hebrew Academy," in perpetuity for so long as The Hebrew Academy exists and for so long as may be permitted by law, your name to be appropriately commemorated and memorialized at the academy campus.

Sincerely yours,

# EXHIBIT “3”

OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

AUG 22 1990

FRANKLIN D. FARA SECRETARY OF STATE

NO.

1025

CERTIFICATE OF AMENDMENT OF THE  
ARTICLES OF INCORPORATION OF  
THE HEBREW ACADEMY  
A Nevada Non-Profit Corporation

FILED

AUG 29 2 49 PM '90

*Jonathan Schwartz*  
CLERK

The undersigned, being the President and Secretary of the  
Board of Trustees of THE HEBREW ACADEMY, hereby certify as  
follows:

1. The original Articles of Incorporation were filed in the Office of the Secretary of State for the State of Nevada on the 27th day of February, 1980.
2. That on the 14th day of August, 1989, at a special meeting of the Board of Trustees of said corporation, duly called and convened, at which a quorum for the transaction of business was present, notice of said meeting having been previously waived by the Trustees of said corporation in writing, the following resolution was adopted by the Board of Trustees of said corporation:

RESOLVED: That it is advisable and in the best interests of this Corporation that its Articles of Incorporation be amended by changing the language of Article I of said Articles to read as follows:

## ARTICLE I

This corporation shall be known as:

THE MILTON I. SCHWARTZ HEBREW ACADEMY

IN WITNESS WHEREOF, the undersigned, the President and  
Secretary of the Board of Trustees of THE HEBREW ACADEMY, a

///

///

///

Nevada non-profit corporation, have executed and acknowledged these presents this 14<sup>th</sup> day of August, 1990.

MILTON I. SCHWARTZ, President

LENARD E. SCHWARTZER, Secretary

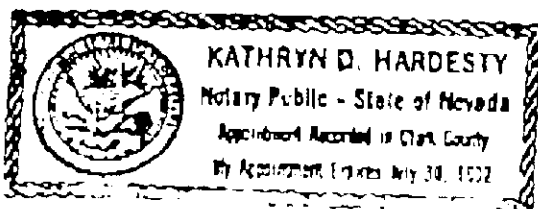
STATE OF NEVADA )

SS:

COUNTY OF CLARK )

On this 13<sup>th</sup> day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, MILTON I. SCHWARTZ, known to me to be the President, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.



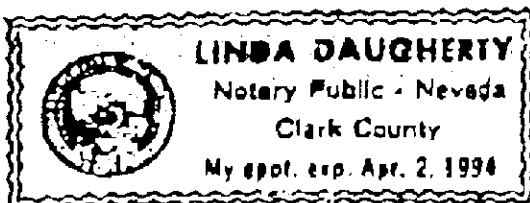
Kathryn D. Hardesty  
NOTARY PUBLIC

STATE OF NEVADA       )  
                                  SS:  
COUNTY OF CLARK       )

On this 14 day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, LENARD E. SCHWARTZER, known to me to be the Secretary, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.

  
NOTARY PUBLIC



TOTAL P.05

# EXHIBIT “4”



TO: <i>Dr. Ed Goldstein</i>	FROM: <i>Milton Schwartz</i>	DATE: <i>5/19/92</i>
FAX #: <i>799-5505</i>	FAX #:	PAGES INCLUDING THIS PAGE: <i>9</i>
	PHONE #: <i>385-6709</i>	TOPS 14850

## BYLAWS OF

Exhibit A

THE MILTON I. SCHWARTZ HEBREW ACADEMY

## ARTICLE I

NAME AND OFFICE

1. Name: The name of this corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall remain so in perpetuity.
2. Office: The principal office of the corporation shall be at 9700 W. Hillpointe Road, Las Vegas, Nevada.

## ARTICLE II

TRUSTEES

1. The governing board of the corporation shall be known as the Board of Trustees and the membership of the Board of Trustees shall constitute the corporation.
2. The Board of Trustees shall be composed of fourteen members elected by the Board of Trustees and the school head.
3. In the event the parents of the students of The Academy form a parent-teacher organization with dues paying members representing at least fifty percent of the student body, which holds regular meetings, such organization shall be entitled to one representative to the Board of Trustees at the discretion of the Board of Trustees and, dependent upon the activity level and services rendered to The Academy by the parent-teacher organization.
4. In the event of a vacancy during the term of a trustee, the Board of Trustees shall appoint, after due consultation with the nominating committee, a person to fill the unexpired term.

BYLAWS OF  
THE MILTON I. SCHWARTZ HEBREW ACADEMY

ARTICLE I  
NAME AND OFFICE

1. Name: The name of this corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall remain so in perpetuity.
2. Office: The principal office of the corporation shall be at 9700 W. Hillpointe Road, Las Vegas, Nevada.

ARTICLE II  
TRUSTEES

1. The governing board of the corporation shall be known as the Board of Trustess and the membership of the Board of Trustees shall constitute the corporation.
2. The Board of Trustees shall be composed of fourteen members eleceted by the Board of Trustees and the school head.
3. In the event the parents of the students of The Academy form a parent-teacher organization with dues paying members representing at least fifty percent of the student body, which holds regular meetings, such organization shall be entitled to one representative to the Board of Trustees at the discretion of the Board of Trustees and, dependent upon the activity level and services rendered to The Academy by the parent-teacher organization.
4. In the event of a vacancy during the term of a trustee, the Board of Trustees shall appoint, after due consultation with the nominating committee, a person to fill the unexpired term.

5. Election of members of the Board of Trustees shall be conducted during the regular June meeting of the corporation or as soon thereafter as possible.

6. The election of the Chairman of the Board of Trustees, president, vice president, secretary and treasurer's offices in both the corporation and the Board of Trustees shall be held at the first meeting of the original Board of Trustees for a one-year term. Subsequent elections shall be held in conjunction with the annual June trustee elections.

7. If, for any reason, any trustee is not elected in the time and manner provided for by these Bylaws, such trustee shall continue to serve until such time as his successor has been elected.

8. A functional quorum of trustees shall consist of forty percent of the total number of trustees then serving, except during such periods of time when the total number of trustees actually serving is twelve or less, in which event a quorum shall consist of a majority of such trustees.

9. In the event a trustee fails to attend three consecutive meetings of the Board of Trustees, the Chairman shall direct a letter to be sent to the last known address of such trustee, requesting a written confirmation as to whether or not he/she desires to continue to serve. In the event that the confirmation letter is not received by the chairman prior to a fourth consecutive meeting, which such trustee has failed to attend, the office of the trustee shall be deemed thereafter vacant. In the

absence of the chairman, the secretary or treasurer may direct such a letter.

10. The Board of Trustees may, from time to time, elect a person to serve as an honorary trustee. An honorary trustee shall be entitled to attend and participate in all meetings of the Board of Trustees but shall have not vote. An honorary trustee shall serve until removed by the Board of Trustees.

### ARTICLE III

1. The Chairman shall preside over all meetings of the Board of Trustees. In case of his/her absence, a chairman selected by Board members present shall preside.

### ARTICLE IV

#### COMMITTEES

1. Chairmen: All chairmen of committees shall be chosen by the president annually for one year terms during which each chairman of each committee shall preside over committee affairs, be responsible for active disposal of committee business and be required to give adequate notice to committee members of all committee meetings.

2. Executive Committee: The Executive Committee shall manage the interim business and affairs of the corporation, excepting the Board's power to adopt, amend or repeal bylaws. The Board of Trustees shall have the power to prescribe the manner in which proceedings of the executive committee and other committees shall be conducted. The executive committee shall be composed of the president, the vice president, the treasurer and the secretary.

The executive committee shall be the primary management mechanism between meetings of the Board of Trustees.

3. Nominating Committee: Members of this committee shall be appointed by the corporate president and the committee shall consist of three trustees. The committee shall submit a full report to the Board of Trustees no later than thirty days in advance of the June election. Any trustee in good standing may freely submit additional nominations, provided that such nominations are submitted in writing to the nominating committee and to the remaining members of the Board of Trustees no later than thirty days prior to the annual election. There shall be no nomination from the floor at the time of the elections.

4. Student Aid Committee: The student aid committee shall be appointed by the president and shall consist of a minimum of three members of the Board of Trustees. This committee shall review and consider all applications received by the Academy from any child enrolling in the Academy seeking a reduction in tuition fees.

5. Corporate Officers: The elected officers of the corporation shall be the same as the officers of the Board of Trustees.

6. Vacancies: The Board of Trustees of the Academy shall alone determine when a vacancy exists in any corporate or Board position appearing on the annual election slate, and shall report all such vacancies, from time to time, to the chairman of the nominating committee, who shall immediately convene his/her

committee for the purpose of receiving and submitting recommendations to the Board of Trustees in order to fill such vacancies.

7. Removal of Trustee: Any trustee may be removed from office through an affirmative vote by two-thirds of the total members of the Board, pursuant to a motion registered in person at any regular or special meeting called for that purpose; an adequate basis for removal shall consist of any conduct detrimental to the interest of the corporation. Any trustee, properly proposed to be removed because of conduct detrimental to the corporation, shall be entitled to at least five days notice in writing by mail of the meeting during which such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting.

8. Compensation and Expenses: Trustees shall not receive any salary or compensation for their services as Trustee, nor any compensation for expenses incurred in connection with such services.

9. Standing Committees: The following committees shall be designated permanent committees:

- a. Fund-raising
- b. Nominating
- c. Student
- d. Building Fund

10. Other Committees: The president may establish and appoint members in good standing to additional committees, from

time to time, as he/she or the Board of Trustees may deem appropriate.

## ARTICLE V

### DESCRIPTION AND DUTIES OF OFFICERS OF THE BOARD

1. Chairman of the Board: The Chairman shall preside at all meetings of the Board of Trustees. One person may hold the position of Chairman and President.

2. President: The president shall preside at all meetings of the Board of Trustees. He/she is authorized to exercise general charge and supervision of the affairs of the corporation and shall be deemed invested with adequate authority to perform such other duties as may be assigned to him/her by the Board of Trustees. He/she shall serve two consecutive terms.

3. Vice President: At the request of the president or in the event of his absence or disability, the vice president shall perform the duties and possess and exercise the correlative powers of the president. To the extent authorized by law, the vice president may be invested with such other powers as the Board of Trustees may determine, and perform such other duties as may be assigned to him/her by the Board of Trustees.

4. Secretary: The secretary shall attend and keep the minutes of all meetings of the Board of Trustees. He/she shall keep an alphabetically arranged record containing names of all members of the corporation, showing their places of residence; such record shall be open for public and member inspection as prescribed by law. He/she shall perform all duties generally incidental to

the office of secretary, although such duties are subject to the control of the Board of Trustees, additional duties being properly assignable by the Board to the secretary.

5. Treasurer: The treasurer shall maintain all financial records of the corporation and shall supervise and be responsible for those persons whose duty it will be to receive and disburse all corporate funds and maintain complete records of accounts. The treasurer is additionally charged with the preparation and submission of an annual financial statement and a budget to the Board of Trustees.

#### ARTICLE VI

##### MEETINGS OF THE BOARD OF TRUSTEES

The Board of Trustees shall meet monthly in accordance with a regular basis to be determined by Board resolution. Additional meetings may be held at the call of the president upon one week's notice. Such notice shall be given in writing if possible, or otherwise by telephone. Meetings may be held at the call of the Chairman without regard to the aforementioned notice requirements, although subject to good faith duty to attempt notification of all trustees.

#### ARTICLE VII

##### ELECTIONS

Except in the case of voting by acclamation, all voting shall be by secret ballot and no ballot shall be deemed valid unless it



contains a vote for a number of candidates equal to the number of vacancies to be filled. A majority of valid ballots cast shall be required to elect a trustee to office.

#### ARTICLE VIII

##### AMENDMENTS

1. The Board of Trustees shall have the power to make, alter, amend and repeal the bylaws of the corporation by affirmative vote of a majority of the full board at a meeting duly noticed therefor.

#### ARTICLE IX

##### RULES

1. The Board of Trustees may adopt such Rules of Order and Procedure for the conduct of the business of its meetings as they deem appropriate, provided that such Rules are not inconsistent with these bylaws.

2. In the absence of specific Rules adopted by the Board of Trustees and in all cases not covered by these bylaws, all deliberations and procedures shall be governed by Robert's Rules of Order, Revised.

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, being a majority of all the persons appointed in the Amended Articles of Incorporation to act as the first Board of Trustees of The Hebrew Academy hereby assent to the foregoing bylaws and adopt the same as the bylaws of said corporation.

IN WITNESS WHEREOF, we have hereunto set our hands this 18  
day of December, 1990.

Amber H. H. H.  
C. H. H.  
Michael H. H.  
D. H. H.  
K. H. H.  
N. H. H.  
O. H. H.  
P. H. H.  
Q. H. H.  
R. H. H.

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

**Case No. 73066**

**A. JONATHAN SCHWARTZ, EXECUTOR OF  
THE ESTATE OF MILTON I. SCHWARTZ**

Petitioner

vs.

**THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
AND THE HONORABLE GLORIA STURMAN**

Respondents

and

**THE DR. MIRIAM AND SHELDON G. ADELSON  
EDUCATIONAL INSTITUTE**

Real Party in Interest

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**A. JONATHAN SCHWARTZ'S APPENDIX OF EXHIBITS TO PETITION  
FOR REVIEW  
VOLUME 2 – PAGES 59-117**

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**PET**

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Sheldon G. Adelson Educational Institute

DISTRICT COURT

Clark COUNTY, NEVADA

In the Matter of the Estate of

MILTON I. SCHWARTZ,

Deceased

Case No. P061300

Dept. No.: 26/Probate

**PETITION TO COMPEL  
DISTRIBUTION, FOR ACCOUNTING  
AND FOR ATTORNEYS' FEES**

1. Pursuant to the terms of Milton I. Schwartz's Will, as amended and restated, and NRS §§ 151.010, 137.080, 137.120, 150.080, and 150.105, the Dr. Miriam and Sheldon G. Adelson Educational Institute ("Adelson Campus" or "Petitioner"), devisee of the will of the Decedent in the above-referenced Estate, by and through its attorneys, Maximiliano D. Couvillier, III, Ketan D. Bhirud, and Kendal L. Davis, of the law firm of Lionel Sawyer & Collins, petitions this Court for an order compelling the Executor of the Estate of Milton I. Schwartz ("the Executor"), to distribute the \$500,000.00 gift ("Gift") for scholarships that is provided for by Milton I. Schwartz's Will, plus accrued interest.

2. In the event that the Executor claims that there is somehow insufficient funds to distribute the Gift, Petitioner petitions this Court for an accounting, which the Executor has *never* filed during the almost 6 years that this matter has been pending.

3. Finally, Petitioner requests its attorneys' fees and costs in connection with these

1 proceedings. Because of his malfeasance and total lack of diligence, and to preclude the  
2 Executor from depleting the assets of the Estate, the Court should hold the Executor *personally*  
3 responsible for the attorneys' fees and costs incurred by both the Petitioner and the Executor.

#### 4 PROCEDURAL HISTORY & PRELIMINARY STATEMENT

5 4. This probate matter has been pending for almost 6 years. Milton I. Schwartz  
6 passed away on August 9, 2007. The Executor filed the Petition for Probate of Will and Codicils  
7 on October 15, 2007. The Letters Testamentary were issued on January 1, 2008. The Executor  
8 *has never filed an accounting* as required by NRS §§ 150.080 and 150.105. The Executor has  
9 *never filed the report* required by NRS 143.035(2). The Executor filed an initial inventory on  
10 July 7, 2008, and an amended inventory on January 8, 2009.

11 5. In his Last Will and Testament ("Will") dated February 5, 2004, Mr. Schwartz  
12 bequeathed the \$500,000.00 Gift to Petitioner. Both inventories filed by the Executor showed  
13 sufficient assets to make the Gift. The Executor has also represented to the Petitioner that there  
14 are sufficient funds in the Estate to make the Gift.<sup>1</sup> The Executor, however, wrongfully refuses  
15 to make such Gift unless Petitioner meets the Executor's host of personal conditions; personal  
16 conditions which are not in Milton I. Schwartz's Will.

17 6. Petitioner is a non-profit educational institute. It has attempted for a couple of  
18 years to obtain the Gift from the Executor without this Court's intervention in order to preserve  
19 its resources and the resources of Estate so as to maximize the scholarships from the Gift which  
20 stand to benefit many deserving children. The Executor, however, remains unreasonable and  
21 unresponsive. As such, the Court's intervention is necessary to rectify the Executor's  
22 malfeasance.

23 7. To the extent that the Executor changes his tune and suddenly claims that there  
24 are insufficient funds to make the Gift, Petitioner requests the Court to compel the Executor to  
25 submit an accounting.

26 8. The Court should further hold the Executor personally liable for procuring the  
27

---

28 <sup>1</sup> Declaration of Paul Schiffman at ¶ 23, attached hereto as Exhibit 1.

1 accounting and for Petitioner's attorneys' fees and costs. The Executor's personal liability is  
2 appropriate because of his gross breach of responsibilities and diligence in administering the  
3 Estate, and to preserve the resources of the Estate and the Petitioner.

#### 4 MEMORANDUM OF POINTS AND AUTHORITIES

#### 5 I. 6 FACTS

##### 7 A. The Petitioner and Mr. Schwartz's Gift

8 9. When Milton I. Schwartz ("Mr. Schwartz") passed away on August 9, 2007, he  
9 left behind an estate worth approximately \$39 million.<sup>2</sup> Mr. Schwartz's Will bequeathed a  
10 \$500,000.00 Gift to the Petitioner, which was then known as "The Milton I. Schwartz Hebrew  
11 Academy" and was previously known as "The Hebrew Academy."<sup>3</sup>

12 10. Indeed, since its modest inception in 1980, the school has gone through several  
13 different corporate names. The seeds for what is today known as The Dr. Miriam and Sheldon  
14 G. Adelson Education Institute began when "The Hebrew Academy" opened at the original  
15 Temple Beth Sholom in eastern Las Vegas.<sup>4</sup> In 1988, the school moved west near the corner of  
16 Lake Mead Boulevard and Hills Center Drive, and thereafter changed names several times  
17 between "The Hebrew Academy" and "The Milton I. Schwartz Hebrew Academy."<sup>5</sup> The school  
18 was initially a very modest educational enterprise; its campus was primarily a single building and  
19 provided education to preschool through eighth grade children.<sup>6</sup>

20  
21  
22 <sup>2</sup> <http://www.lasvegassun.com/news/2009/oct/23/multi-million-dollar-battle-waged-over-estate-milt/>

23 <sup>3</sup> A courtesy copy of Mr. Schwartz's Will is attached hereto as Exhibit 2. The Will was  
24 previously filed with the Court on October 15, 2007, as part of the Executor's Petition for  
25 Probate of Will and Codicils.

26 <sup>4</sup> Exhibit 1 at ¶ 7; *see also* Articles of Incorporation dated February 27, 1980, attached  
27 hereto as Exhibit 3.

28 <sup>5</sup> *Id.* at ¶ 8; *see also* August 22, 1990 Certificate of Amendment of the Articles of  
Incorporation, attached hereto as Exhibit 4; October 19, 1994 Certificate of Amendment of the  
Articles of Incorporation, attached hereto as Exhibit 5; *See* March 21, 1997 Certificate of  
Amendment of the Articles of Incorporation, attached hereto as Exhibit 6.

<sup>6</sup> *Id.* at ¶ 9.



11. Over the years, the school grew considerably, primarily due to the generous financial contributions of Dr. Miriam and Sheldon G. Adelson.<sup>7</sup> By 2006, it was no longer a single school for young children, but had expanded to include a high school and expanded from a single building to a multi-building campus.<sup>8</sup> And, in 2008, the corporate name was changed to "The Dr. Miriam and Sheldon G. Adelson Educational Institute."<sup>9</sup> Today, the Petitioner operates an accredited private educational institution with a state-of-the-art campus that is spread over several acres and includes three separate schools, numerous buildings, a large auditorium, athletic fields and facilities, a gymnasium and an indoor Olympic swimming pool.<sup>10</sup> The three schools are known as follows:

- (1) the school for 9th through 12th graders is known as the Adelson Upper School;
- (2) the middle school for 5th through 8th graders is known as the Adelson Middle School; and
- (3) the lower school for preschool through 4<sup>th</sup> graders is known as The Milton I. Schwartz Hebrew Academy and is housed in the building identified as "The Milton I. Schwartz Hebrew Academy," as depicted in the following true and correct pictures of the building:<sup>11</sup>



<sup>7</sup> *Id.* at ¶ 10.

<sup>8</sup> *Id.* at ¶ 11.

<sup>9</sup> *Id.* at ¶ 12; *see also* March 21, 2008 Certificate of Amendment of the Articles of Incorporation, attached hereto as Exhibit 7.

<sup>10</sup> *Id.* at ¶ 13.

<sup>11</sup> *Id.* at ¶¶ 14-15.

1       **B.       The Will Imposes Only Two Conditions on the Gift**

2               12.       The express language of the Will imposes *only two conditions* on the Gift. The  
3 *first* condition requires the \$500,000.00 or portions thereof to be applied to any mortgages held  
4 by the school at the time of Mr. Schwartz's death for which he was a guarantor. The *second and*  
5 *last* condition requires the Gift to be used for scholarships to educate Jewish children only.

6               The Will provides:

7                       2.3       The Milton I. Schwartz Hebrew Academy. *I hereby*  
8 *give, devise and bequeath the sum of five hundred*  
9 *thousand dollars (\$500,000.00) to the Milton I. Schwartz*  
10 *Hebrew Academy (the, "Hebrew Academy").* This gift is  
11 to be in the form of securities (stocks, bonds, or cash) with  
12 the largest profit so that my estate can take advantage of the  
13 low cost basis and increased price as directed by my  
14 Executor in his sole discretion. If, at the time of my death,  
15 there is a bank or lender mortgage (the "mortgage") upon  
16 which I, my heirs, assigns or successors in interest are  
17 obligated as a guarantor on behalf of the Hebrew Academy,  
18 the \$500,000.00 gift shall go first to reduce and or expunge  
19 the mortgage. In the event that the lender will not release  
20 my estate or my heirs, successors or assigns, no gift shall  
21 be given to the Hebrew Academy. In the event that no  
22 mortgage exists at the time of my death, *the entire*  
23 *\$500,000.00 amount shall go to the Hebrew Academy for*  
24 *the purpose of funding scholarships to educate Jewish*  
25 *children only.*<sup>12</sup>

18               13.       Mr. Schwartz executed a First Codicil to his Will on January 27, 2006, and  
19 Second Codicil on June 21, 2006, but neither Codicil concerned the Gift.<sup>13</sup>

20       **C.       The Only Two Conditions of the Gift Are Satisfied**

21                       (1)       *There Is No Mortgage Guaranteed by Milton I. Schwartz*

22               14.       At the time of Milton I. Schwartz's death, the school had an outstanding mortgage  
23 of over \$1.8 million, which was personally guaranteed by Mr. Schwartz up to \$1 million.<sup>14</sup> The  
24

25                       <sup>12</sup> See Exhibit 2 at §2.3.

26                       <sup>13</sup> See First Codicil to Last Will and Testament dated January 27, 2006, attached hereto as  
27 Exhibit 8; *see also* Second Codicil to Last Will and Testament dated July 21, 2006, attached  
28 hereto as Exhibit 9. The First and Second Codicils were previously filed with the Court on  
October 15, 2007, as part of the Executor's Petition for Probate of Will and Codicils.

<sup>14</sup> See Exhibit 1, at ¶ 16; *see also* Promissory Note dated December 7, 2006, attached

1 school, however, continued to make payments under said mortgage and did not make any  
2 impositions upon Mr. Schwartz's Estate.<sup>15</sup> The \$1.8 million mortgage was paid off and the  
3 guaranty by Mr. Schwartz was extinguished on November 2, 2010 from the proceeds of a portion  
4 of a generous \$25 million donation made by the Adelsons.<sup>16</sup> The Adelsons made another  
5 unprecedented \$50 million gift and the school has been able to pay off all its debt.<sup>17</sup>

6 (2) *The School Is Prepared to Implement the Gift to Fund Scholarships*

7 15. Once the school receives the Gift, it is prepared to establish the "Milton I.  
8 Schwartz Scholarship" to be used for the education of Jewish children only.<sup>18</sup>

9 **D. Mr. Schwartz's Death and the Executor's Refusal to Distribute the Gift**

10 16. Mr. Schwartz passed away on August 9, 2007.<sup>19</sup> On October 15, 2007, the  
11 Executor opened this matter and submitted a Petition for Probate of Will and Codicils. After this  
12 Court entered an Order granting the Petition, this Court issued the Letters Testamentary on  
13 January 30, 2008.<sup>20</sup> The Executor has not made the Gift and refuses to make the Gift.<sup>21</sup>

14 17. The Petitioner has made numerous request to the Executor to make the Gift, most  
15 recently on March 13, 2013.<sup>22</sup> On each occasion the Executor has represented to the Petitioner  
16 that there are sufficient funds in the Estate to make the Gift, but refuses to make the Gift unless  
17 Petitioner meets the Executor's *personal* conditions.<sup>23</sup> The Executor's outrageous personal  
18 demands include that (1) "all letter-head, stationery, correspondence, promotional material,  
19 websites, business cards, fundraisers, advertisements, etc. (hereinafter, 'Media') associated with  
20 the Schools shall clearly and prominently identify the *Milton I. Schwartz Hebrew Academy* as  
21

22 hereto as Exhibit 10.

23 <sup>15</sup> *Id.* at ¶ 17.

<sup>16</sup> *Id.* at ¶ 18.

<sup>17</sup> *Id.*

<sup>18</sup> *Id.* at ¶ 19.

25 <sup>19</sup> See Certificate of Death, attached hereto as Exhibit 11. The Certificate of Death was  
26 previously filed with the Court on October 15, 2007, as part of the Executor's Petition for  
27 Probate of Will and Codicils.

<sup>20</sup> See Letters Testamentary, attached hereto as Exhibit 12.

<sup>21</sup> Exhibit 1 at ¶ 21.

<sup>22</sup> *Id.* at ¶ 22.

<sup>23</sup> *Id.* at ¶ 23.



1 grades Pre-K through Fourth in perpetuity"; and (2) "All Media shall depict a logo bearing the  
2 name, the Milton I. Schwartz Hebrew Academy (in bold, all capital letters), no smaller than any  
3 other logo located on the face of said Media."<sup>24</sup> **None of the Executor's conditions, however,**  
4 **are included in the Will.** The only relevant conditions are described above and have been  
5 satisfied.

6 18. The Executor claims that there are certain, purported "agreements" which contain  
7 such conditions to the Gift.<sup>25</sup> No such "agreements" exist. Petitioner has made countless  
8 demands, and the Executor has never produced any such purported "agreements."<sup>26</sup> Instead, the  
9 Executor offered Petitioner an illusory document, captioned "Settlement Agreement," which sets  
10 forth his personal conceptions, some of which are mentioned above.<sup>27</sup> Importantly, the Executor  
11 drafted this so-called "Settlement Agreement" long *after* the Will and Mr. Schwartz's death, and  
12 *after* Petitioner school requested distribution of the Gift. Moreover, the Executor's caption of the  
13 document as a "settlement" is a gross misnomer. The document is merely an attempt to extort  
14 Petitioner by withholding the Gift until the Executor's *personal* and onerous demands are  
15 satisfied. There is no consideration, no mutual releases. The Executor does not provide the  
16 school with any new benefit in exchange for his slew of personal requests. **The Gift is already**  
17 **provided for by the Will and all conditions of the Will have been met.**

### 18 III. 19 LEGAL ARGUMENT

#### 20 A. This Court Should Compel the Executor to Distribute \$500,000.00 Gift to the 21 Petitioner in Accordance with the Will Plus Interest

22 19. NRS 151.010 provides as follows:

23 1. At any time after the lapse of 3 months from the  
24 issuing of letters, the personal representative or any heir or

25 <sup>24</sup> See Email from Jonathan Schwartz to Victor Chaltiel and Paul Schiffman, attached  
26 hereto as Exhibit 13; and Proposed Settlement Agreement Between the Estate of Milton I.  
27 Schwartz and the Milton I. Schwartz Hebrew Academy, attached hereto as Exhibit 14. Notably,  
28 although the Proposed Settlement Agreement makes numerous demands of the Adelson  
Educational Campus, the Agreement does not actually release any claims even after full  
performance.

<sup>25</sup> *Id.* at ¶ 24.

<sup>26</sup> *Id.*

<sup>27</sup> *Id.* at ¶ 25; see also proposed "Settlement Agreement" attached hereto as Exhibit 14.

1 devisee, or the assignee, grantee or successor in interest of  
2 any heir or devisee, may petition the court to distribute a  
3 share of the estate, or any portion thereof, to any person  
4 entitled thereto, upon the person giving a bond, with  
approved security, for the payment of the person's  
proportion of the debts of the estate.

5 2. The court may dispense with a bond if it is made to  
6 appear that the bond is unnecessary.

7 20. The Letters Testamentary were issued on January 30, 2008, and thus, more than 3  
8 months have passed since the issuances of the letters.<sup>28</sup> As was explained above, the Will  
9 provides the \$500,000.00 Gift to Petitioner with the only conditions that (1) the Gift or portions  
10 thereof be applied to any mortgages held by the school at the time of Mr. Schwartz's death for  
11 which he was a guarantor; and (2) the Gift be used for scholarships to educate Jewish children  
only.

12 21. There is no current mortgage guaranteed by Mr. Schwartz and the school has  
13 agreed to use the Gift to fund scholarships for Jewish children only.<sup>29</sup> Therefore, this Court  
14 should order the Executor to distribute the \$500,000.00 Gift to the Petitioner. Additionally,  
15 because there are no competing claims to the Gift, a bond is not necessary.

16 22. Because of the Executor's almost 6 year delay in making the distribution,  
17 Petitioner request that the Court award income on the \$500,000.00 pursuant to NRS 164.800 or,  
18 to the extent that there is no income or that income is nominal, that the Court impute income  
19 through an award of interest at the statutory rate.<sup>30</sup>

20 **B. The Executor Did Not Contest the Validity of the Will and the Gift, and Cannot Do**  
21 **So Now**

22 23. NRS 137.080 provides as follows:

23 After a will has been admitted to probate, any interested  
24 person other than a party to a contest before probate or a  
25 person who had actual notice of the previous contest in  
time to have joined therein may, at any time within 3  
months after the order is entered admitting the will to  
probate, contest the admission or the validity of the will.

26 <sup>28</sup> See Exhibit 12.

27 <sup>29</sup> See Exhibit 1, at ¶¶ 18-19.

28 <sup>30</sup> See *Jordan v. State, Dep't of Motor Vehicles*, 121 Nev. 44, 59, 110 P.3d 30, 41, 42  
(2005) ("Nevada courts also possess inherent powers of equity . . .").

1 The contestant must file with the court in which the will  
2 was proved a petition containing the allegations of the  
3 contestant against the validity of the will or against the  
sufficiency of the proof, and requesting that the probate be  
revoked.

4 24. NRS 137.120 provides as follows:

5 If no person contests the validity of a will or of the probate  
6 thereof, within the time specified in NRS 137.080, the  
probate of the will is conclusive.

7 25. The Executor did not contest the validity of the Will, including the Gift, within  
8 the time frame required by NRS 137.080. Therefore, the Executor is now precluded by NRS  
9 137.120 from contesting the Gift or the Will.

10 **C. To the Extent the Executor Suddenly Claims There Are Insufficient Funds**  
11 **Available for the Gift, the Court Should Compel the Executor to File an Accounting**

12 26. NRS 150.080 provides as follows:

13 Within 6 months after the appointment of a personal  
14 representative, or sooner if required by the court, upon its  
own motion or upon the petition of an interested person, a  
personal representative shall file with the clerk the first,  
verified account, showing:

15 1. The amount of money received and expended by the  
16 personal representative.

17 2. The claims filed or presented against the estate,  
18 giving the name of each claimant, the nature of his or her  
claim, when it became due or will become due, whether it  
19 was allowed or rejected by the personal representative, or  
not yet acted upon.

20 3. All other matters necessary to show the condition of  
21 the estate.

22 27. NRS 150.105 provides as follows:

23 Until all remaining property is delivered pursuant to an  
order of final distribution, a personal representative shall  
24 file with the court, annually, an account showing the  
income the personal representative has received, what  
25 expenditures he or she has made, what property has been  
disbursed, or sold and at what price, and the nature and  
26 value of the property remaining on hand.

27 28. NRS 143.035(1) requires the Executor to use reasonable diligence in performing  
28 his duties and administering the Estate. The Executor has not been reasonably diligent. The



1 probate matter has been pending for almost six years. The Executor has not filed the report  
2 required by NRS 143.035(2).

3 29. The Executor has also failed to provide either the initial accounting or the annual  
4 accountings required by statute. Thus, the Court should order the Executor to comply with NRS  
5 150.080 and NRS 150.105 and provide an accounting, which Executor should personally pay for  
6 given his gross malfeasance, and in order to preserve the assets of the Estate and of Petitioner (a  
7 non-profit education entity).

8 **D. This Court Should Suspend the Executor's Letters Testamentary**

9 30. Petitioner does not wish to become involved in the administration of the Estate.  
10 However, to the extent that the Executor refuses to make the distribution, Petitioner requests that  
11 the Court remove the Executor or suspend his Letters Testamentary to preclude him from using  
12 and depleting the assets of the Estate.

13 31. NRS 141.090 provides that

14 If a court has reason to believe, from its own knowledge or from  
15 credible information, that a personal representative: . . .

16 **6. *Has unreasonably delayed the performance of necessary acts***  
17 ***in any particular as personal representative***, the court may, by an  
order entered upon the minutes, suspend the powers of the personal  
representative until the matter can be investigated, or take such  
other action as it deems appropriate under the circumstances.<sup>31</sup>

18 32. Thereafter, "[i]f an order of suspension is entered, the clerk shall issue a citation,  
19 reciting the order of suspension, to the personal representative to appear before the court at a  
20 time stated, as fixed by the court, to show cause why the letters of the personal representative  
21 should not be revoked."<sup>32</sup>

22 33. Pursuant to NRS 141.095, "[a]fter receipt of notice of a proceeding to suspend or  
23 remove a person as personal representative, the person shall not act except to account, correct  
24 misfeasance of administration, or preserve the estate."<sup>33</sup> Accordingly, Petitioner requests that  
25 this Court enter an order prohibiting the Executor from acting except to account, correct

26  
27 <sup>31</sup> NRS § 141.090(6) (2011) (emphasis added).

28 <sup>32</sup> NRS § 141.110(1) (2011).

<sup>33</sup> NRS § 141.095 (2011).

1 misfeasance of administration, or preserve the estate until the date and time of his court  
2 appearance pursuant to this Court's citation.

3 34. The Adelson Campus requests the Executor's suspension for the sole purpose of  
4 seeking payment of the Gift because the Adelson Campus has no confidence in the Executor's  
5 ability to make the Gift. The Adelson Campus has no interest in becoming involved in the  
6 subsequent probate proceedings regarding the Executor's possible suspension.

7 35. Therefore, this Court should suspend the Executor's Letters Testamentary  
8 pursuant to NRS 141.090.

9 **IV.**  
10 **CONCLUSION**

11 36. For the foregoing reasons, this Court should order the Executor:

12 (a) to distribute the \$500,000.00 Gift to Petitioner (plus interest accrued since  
13 August 9, 2007), and ultimately to the numerous children who stand to benefit from the  
14 scholarships to be funded by the Gift;

15 (b) personally liable for Petitioner's attorney's fees and costs incurred in  
16 connection with its petition; and

17 (c) personally liable for the Executor's attorney's fees and costs incurred in  
18 connection with this petition.

19 37. To the extent that the Executor claims that there are insufficient funds to make the  
20 distribution, the Court should compel the Executor to file an accounting, and that Executor be  
21 personally liable for procuring such accounting.

22 LIONEL SAWYER & COLLINS

23 By: K. D. Bhurud  
24 Maximiliano D. Couvillier, III (SBN #7661)  
25 Ketan D. Bhurud (SBN #10515)  
26 Kendal L. Davis (SBN #11946)

27 Attorneys for The Dr. Miriam and Sheldon G.  
28 Adelson Educational Institute



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I am Head of School at The Dr. Miriam and Sheldon G. Adelson Educational Institute, the Petitioner named in the foregoing Petition to Compel Distribution, for Accounting, and for Attorneys' Fees. I have read the same and know the contents thereof. The Petition is true to the best of my own personal knowledge, except for any matters stated upon information and belief; and as to those statements, I believe them to be true.

Paul Schiffman

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on May 3, 2013, I deposited in the United States Mail at Las Vegas, Nevada, a true and correct copy of the foregoing **PETITION TO COMPEL DISTRIBUTION, FOR ACCOUNTING AND FOR ATTORNEYS' FEES** enclosed in a sealed envelope upon which first class postage was paid, addressed as follows:

Steven J. Oshins, Esq.  
OSHINS & ASSOCIATES  
645 Village Center Circle  
Las Vegas, NV 89134

Robert P. Dickerson, Esq.  
THE DICKERSON LAW GROUP  
1745 Village Center Circle  
Las Vegas, NV 89134

Attorneys for Executor

Attorneys for Abigail Richlin Schwartz

Eileen Joanna Zarin  
9 Steven Lane  
King Point, NY 11024

Robin Sue Landsburg  
1028 Bobwhite Drive  
Cherry Hill, NJ 08003

Samuel Schwartz  
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Michael Landsburg  
1028 Bobwhite Drive  
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Benjamin Landsburg  
1028 Bobwhite Drive  
Cherry Hill, NJ 08003

Joshua Landsburg  
1028 Bobwhite Drive  
Cherry Hill, NJ 08003

Frances A. Martel  
235 Vista Del Parque  
Redondo Beach, CA 90277

The Milton I. Schwartz Revocable Family  
Trust, A. Jonathan Schwartz, Trustee  
2293 Duneville Street  
Las Vegas, NV 89146

Medicaid Estate Recovery  
1050 E. William Street, Suite 435  
Carson City, NV 89701-3199



An Employee of Lionel Sawyer & Collins

# Exhibit 1

# Exhibit 1

1 **DEC**

2 Maximiliano D. Couvillier, III (SBN #7661)

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4 Ketan D. Bhirud (SBN #10515)

5 kbhirud@lionelsawyer.com

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12 (702) 383-8888 (Telephone)

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14 Attorneys for The Dr. Miriam and

15 Sheldon G. Adelson Educational Institute

16 **DISTRICT COURT**

17 **Clark COUNTY, NEVADA**

18 In the Matter of the Estate of

19 MILTON I. SCHWARTZ,

20 Deceased

Case No. P061300

Dept. No.: 26/Probate

**DECLARATION OF PAUL SCHIFFMAN**

21 Paul Schiffman, pursuant to NRS 53.045, declares as follows:

22 1. I am Head of School at The Dr. Miriam and Sheldon G. Adelson Educational  
23 Institute ("Petitioner") and have held that position since July 15, 2006.

24 2. I make this Declaration in support of the Petitioner's Petition to Compel  
25 Scholarship Gift from the Estate of Milton I. Schwartz, and If Necessary, Petition for Account  
26 (the "Petition").

27 3. In my capacity as Head of School, I am the sole employee of the Board of  
28 Trustees and am responsible for the daily operation of Petitioner's campus. Specifically, I am  
responsible for developing and cascading the organization's strategy to the staff, and  
implementing appropriate practices to align personnel with company goals.

4. As a result of my employment responsibilities and my performance thereof, I  
have knowledge of the facts set forth herein which are known by me to be true and correct. I am  
competent to testify if called as a witness.

1           5.     It is Petitioner's practice and procedure to maintain records and to record  
2 transactions, acts, conditions, and events at or about the time such transactions, acts, conditions  
3 or events occur. It is the standard operating procedure to preserve all such documents in a place  
4 of safe keeping, that has in fact been done, and I have personal access to and the power to  
5 exercise control over these books and records.

6           6.     I have personally reviewed Petitioner's business records which are attached to the  
7 Petition. As part of my duties for Petitioner, I monitor Petitioner's finances and oversee  
8 construction. In that capacity, I am personally familiar with the manner in which Petitioner's  
9 documents, books, files, and records are prepared and maintained. The records which are  
10 attached to the Petition are true and correct copies of business records kept and maintained in the  
11 course of Petitioner's regularly conducted business activity.

12           7.     The seeds for what is today known as "The Dr. Miriam and Sheldon G. Adelson  
13 Educational Institute" ("Adelson Campus") began when "The Hebrew Academy" opened at the  
14 original Temple Beth Sholom in eastern Las Vegas. Attached to the Petition as Exhibit 3 is a  
15 true and correct copy of the Articles of Incorporation dated February 27, 1980.

16           8.     In 1988, the school moved west near the corner of Lake Mead Boulevard and  
17 Hills Center Drive, and thereafter changed names several times between "The Hebrew Academy"  
18 and "The Milton I. Schwartz Hebrew Academy." Attached to the Petition as Exhibits 4, 5, and 6,  
19 respectively, are the August 22, 1990 Certificate of Amendment of the Articles of Incorporation;  
20 the October 19, 1994 Certificate of Amendment of the Articles of Incorporation; and the March  
21 21, 1997 Certificate of Amendment of the Articles of Incorporation.

22           9.     The school was initially a very modest educational enterprise; its campus was  
23 primarily a single building and provided education to preschool through eighth grade children.

24           10.    Over the years, the school grew considerably, primarily due to the generous  
25 financial contributions of Dr. Miriam and Sheldon G. Adelson.

26           11.    By 2006, it was no longer a single school for young children, but had expanded to  
27 include a high school and expanded from a single building to a multi-building campus.

28



1           12.    In 2008, the corporate name was changed to "The Dr. Miriam and Sheldon G.  
2   Adelson Educational Institute." Attached to the Petition as Exhibit 7 is a true and correct copy of  
3   the March 21, 2008 Certificate of Amendment of the Articles of Incorporation.

4           13.    Today, the Petitioner operates an accredited private educational institution with a  
5   state-of-the-art campus that is spread over several acres and includes three separate schools,  
6   numerous buildings, a large auditorium, athletic fields and facilities, a gymnasium and an indoor  
7   Olympic swimming pool.

8           14.    The three schools are known as follows:

9               (1) the school for 9th through 12th graders is known as the Adelson Upper  
10   School;

11              (2) the middle school for 5th through 8th graders is known as the Adelson Middle  
12   School;

13              (3) the lower school for preschool through 4<sup>th</sup> graders is known as The Milton I.  
14   Schwartz Hebrew Academy and is housed in the building identified as "The Milton I.  
15   Schwartz Hebrew Academy."

16           15.    True and correct pictures of the "The Milton I. Schwartz Hebrew Academy" are  
17   attached included in the Petition in Section I.A.

18           16.    At the time of Milton I. Schwartz's ("Mr. Schwartz") death, the school had an  
19   outstanding mortgage of over \$1.8 million, which was personally guaranteed by Mr. Schwartz up  
20   to \$1 million. A true and correct copy of the Promissory Note evidencing that debt is attached to  
21   the Petition as Exhibit 10.

22           17.    The school, however, continued to make payments under said mortgage and did  
23   not make any impositions upon Mr. Schwartz's Estate.

24           18.    The \$1.8 million mortgage was paid off and the guaranty by Mr. Schwartz was  
25   extinguished on November 2, 2010, from the proceeds of a portion of a generous \$25 million  
26   donation made by the Adelsons. The Adelsons made another unprecedented \$50 million gift and  
27   the school has been able to pay off all its debt.

28

19. Once the school receives the \$500,000.00 gift ("Gift") provided for by Mr. Schwartz's Will, it is prepared to establish the "Milton I. Schwartz Scholarship" to be used for the education of Jewish children only.

20. A. Jonathan Schwartz (the "Executor") has represented to me that he is the executor of Mr. Schwartz's estate, and I am informed that A. Jonathan Schwartz has been appointed as said executor in the above captioned matter.

21. The Executor has not made the Gift and refuses to make the Gift.

22. I, along with Board of Directors of the Petitioner, Sam Ventura and Victor Chaltiel, have made several requests to the Executor to make the Gift. True and correct copies of the emails from Jonathan Schwartz to Victor Chaltiel and myself are attached to the Petition as Exhibit 13. Most recently, Sam Ventura, Victor Chaltiel and I met with Jonathan Schwartz on March 13, 2013, to discuss and make another request before seeking to file the instant Petition.

23. On each occasion, including March 13, 2013, the Executor has represented to us that there are sufficient funds in the Estate to make the Gift, but refuses to make the Gift unless Petitioner meets the Executor's *personal* conditions.

24. The Executor claims that there are certain, purported "agreements" which contain such conditions for the Gift. We have made countless demands, and the Executor has never produced such purported "agreements."

25. Instead, the Executor has offered Petitioner an document, captioned "Settlement Agreement," which the Executor drafted long after the Will and Mr. Schwartz's death, and after we requested the distribution of the Gift. A true and correct copy of the proposed "Settlement Agreement" is attached to the Petition as Exhibit 14.

\*\*\*

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on May 2, 2013.

Paul Schiffman

# Exhibit 2

# Exhibit 2



# LAST WILL AND TESTAMENT

OF

MILTON I. SCHWARTZ

FILED

OCT 11 4 23 PM '07

I, MILTON I. SCHWARTZ, domiciled in Clark County, Nevada, and a citizen of the United States, being of sound and disposing mind memory, do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, and hereby revoke any and all Wills and Codicils at any time heretofore made by me.

## FIRST: MARITAL AND FAMILY STATUS

I am married to ABIGAIL SCHWARTZ and any references to my "spouse" or my "wife" herein is to her. I have four (4) children now living, whose names and dates of birth are:

EILEEN JOANNA ZARIN	July 21, 1948
ROBIN SUE LANDSBURG	January 15, 1951
SAMUEL SCHWARTZ	June 8, 1953
A. JONATHAN SCHWARTZ	August 5, 1970

The terms "my child" and "my children" as used in this Will shall refer to the aforementioned children. The term "descendants" as used in this Will shall mean the blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted who was a minor at the date of adoption, that child or his descendants shall be considered as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

## SECOND: BEQUESTS

2.1 Written Directions. I may leave one or more written directions disposing of items of personal and household articles. Each shall be effective only if (i) executed by me with all the formalities of a deed (i.e., witnessed and notarized), and (ii) delivered to the Trustees of the trust referred to in ARTICLE THIRD hereof prior to my death. Each may be dated before or after the date of this Will, but none shall be effective insofar as I have expressly revoked it by a similarly executed and delivered written instrument. If such a direction exists, (i) it shall be given effect as though its provisions were written here (in this Section) in this Will, and (ii) it shall take precedence over any contrary disposition of the same item or items of property in this Will (or in any Codicil hereto, unless such Codicil expressly overrides such direction). If there be more than one such unrevoked direction, to the extent they are in conflict, the one bearing the most recent date shall control.

2.2 Personal and Household Articles Not Subject to Written Directions. Subject to the foregoing provisions of Section 2.1, I give my jewelry, clothing, household furniture and furnishings, personal automobiles, and any other tangible articles of a personal nature; or my interest in any such property, not otherwise specifically disposed of by this will, or in any other manner, together with any insurance on the property, to my descendants who survive me, per stirpes, such descendants to make their shares as they shall agree. My Executor shall represent any beneficiary under age 18 in matters relating to any distribution under this Section 2.2, including selection of the assets that shall constitute that beneficiary's share, and my Executor in my Executor's discretion sell for the beneficiary's account any part of the beneficiary's share. Any property or its proceeds distributable to a beneficiary under age 18 pursuant to this Section 2.2 may be delivered without bond to any suitable person with whom the beneficiary resides or who has care of the beneficiary.

I direct that the expense of packing, shipping and delivering such property to said legatee, at said legatee's

Testator's Initials

*MS*

residence or place of business, shall be paid by my Executor as an administration expense of my estate.

2.3 The Milton I. Schwartz Hebrew Academy. I hereby give, devise and bequeath the sum of five hundred thousand dollars (\$500,000.00) to the Milton I. Schwartz Hebrew Academy (the, "Hebrew Academy"). This gift is to be in the form of securities (stocks, bonds or cash) with the largest profit so that my estate can take advantage of the low cost basis and increased price as directed by my Executor in his sole discretion. If, at the time of my death, there is a bank or lender mortgage (the "mortgage") upon which I, my heirs, assigns, or successors in interest are obligated as a guarantor on behalf of the Hebrew Academy, the \$500,000.00 gift shall go first to reduce and or expunge the mortgage. In the event that the lender will not release my estate or my heirs, successors or assigns, no gift shall be given to the Hebrew Academy. In the event that no mortgage exists at the time of my death, the entire \$500,000.00 amount shall go to the Hebrew Academy for the purpose of funding scholarships to educate Jewish children only.

2.4 Landsburg Grandson's Gift. I hereby give, devise and bequeath the total sum of one hundred eighty thousand dollars (\$180,000.00); forty five thousand dollars (\$45,000.00) each to the following of my grandchildren upon my death in recognition of my appreciation and pride that I experienced upon hearing each of the following grandchildren chant a portion of the Torah at Benjamin Landsburg's Bar Mitzvah: Michael Landsburg; Zachary Landsburg; Benjamin Landsburg; Joshua Landsburg.

2.5 Distribution of Trust Assets of THE MILTON I. SCHWARTZ 1991 IRREVOCABLE TRUST. I created THE MILTON I. SCHWARTZ 1991 IRREVOCABLE TRUST on August 21, 1991 (herein, "MIS 1991 Trust"), which presently owns the home in which I reside commonly known as 2120 Silver Avenue, Las Vegas, Nevada (herein, the "home"). Under the terms of the MIS 1991 Trust, if I should die prior to the 13 years and 7 month term, I give, devise and bequeath the home to my wife, ABIGAIL SCHWARTZ, if she survives me, provided that she is married to and living with me at the time of my death.

2.6 Frances A. Martel. I hereby direct my Executor or the Successor-Trustee of the Milton I. Schwartz Revocable Family Trust, dated January 29, 1986 (herein, my "Executor") as the case may be, to give, devise and bequeath the sum of one thousand dollars (\$1,000.00) per month, each month, to Frances A. Martel (herein, "Martel") for so long as she shall live.

2.7 Termination of Gifts. I hereby terminate and revoke any gift to the following: Las Vegas Jewish Federation or any successor thereto; Las Vegas Jewish Federation Day School in Formation or any successor thereto. In the event that the revocation of these gifts in section 2.8 hereof shall be challenged in any way, I hereby give, devise and bequeath the sum of one dollar only (\$1.00) to each organization.

### THIRD: RESIDUARY BEQUESTS

3.1 Residue to Trust. I give, devise and bequeath the residue of my estate to A. JONATHAN SCHWARTZ as Successor-Trustee, or any successor Trustees, of the trust designated as "THE MILTON I. SCHWARTZ REVOCABLE FAMILY TRUST" established January 29, 1986 and amended earlier today, of which I am the Grantor and the original Trustee. I direct that the residue of my estate shall be added to, administered and distributed as part of that trust, according to the terms of that trust and any amendments made to it before my death. To the extent permitted by law, it is not my intention to create a separate trust by this Will or to subject the trust or the property added to it by this Will to the jurisdiction of the Probate Court.

3.2 Incorporation by Reference. If the disposition in Section 3.1 is not operative or is invalid for any reason, or if the trust referred to in that Section fails or has been revoked, then I hereby incorporate by reference the terms of that trust, including any amendments thereto, and I give, devise and bequeath the residue of my estate to the Trustee named therein as Trustee, to be held, administered and distributed as provided in that instrument.

Testator's Initials MS

#### FOURTH: EXECUTOR

4.1 Appointment of Executor. I nominate, constitute and appoint A. JONATHAN SCHWARTZ, or in the event of his death, Robin Sue Landsburg, as Executor of this Will. If both shall for any reason fail to qualify or cease to act as such Executor, then I nominate Eileen Joanna Zarin as Executor in their place and stead. The term "my Executor" as used in this Will shall include any personal representative of my estate.

4.2 Waiver of Bond. No bond shall be required of any Executor nominated in this Will.

4.3 Appointment of Ancillary Fiduciaries. Should ancillary administration be necessary or advantageous in any jurisdiction and should my Executor be unable and or unwilling to act as my ancillary fiduciary, I nominate, constitute and appoint as ancillary fiduciary such qualified person or trust institution as my Executor shall from time to time designate (with retained right of removal) in a writing filed in the court having ancillary jurisdiction. Furthermore, all my ancillary fiduciaries shall at all times be subject to the directions of my Executor and the residuary estate of each ancillary administration shall be transmitted to my Executor as promptly as possible.

4.4 Election of Simplified Unsupervised Administration. If independent administration without certain court proceeding and supervision is to any extent permitted under the laws of any jurisdiction in which any part of my estate is being administered, I hereby elect such simplified mode(s) of administration and direct; to the greatest extent possible, settlement of my estate without the intervention of or accountings to any courts.

4.5 General Powers. In addition to, and not in limitation of the Executor's common law and statutory powers, and without order or approval of any court, I give and grant to my Executor the rights and powers to take any action desirable for the complete administration of my estate, including the power to determine what property is covered by general descriptions contained in this Will, the power to sell on behalf of my estate, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to such confirmation of court as may be required by law.

4.6 Power Regarding Tax Returns. My Executor is authorized to file an income tax return for me and to pay all or any portion of the taxes due thereon. If any additional assessment shall be made on account of any income tax return which I have filed, my Executor is authorized to pay the additional assessment. The exercise of authority hereunder by my Executor shall be conclusive and binding on all persons.

4.7 Power to Make Tax Elections. My Executor has the authority to make the following choices

(a) Elect any valuation date for purposes of federal estate tax permitted by law which my Executor deems to be to the best advantage of the family considered as a whole rather than the advantage of those interested only in my estate, even to the extent of making the election in such a way that the federal estate tax is greater rather than less a result of such election, provided that in my Executor's discretion such is likely to be for the best advantage, present and future, of the family taken as a whole.

(b) Choose the methods of payment of federal estate taxes or state estate or inheritance taxes.

(c) Determine whether any or all of the expenses of administration of my estate shall be used as federal estate tax deductions or as federal income tax deductions. No beneficiary under this Will shall have any right to recoupment or restoration of any loss the beneficiary suffers as a result of the use of such deduction for one or the other of these purposes.

(d) Join with my spouse or the estate of my spouse in filing a joint income or gift tax return or returns for any arrears for which I have not filed returns prior to my death.

(e) Consent that any gifts made by me or my spouse have been made one-half by me and one-half by my spouse for gift tax purposes even though these actions may subject my estate to additional tax liabilities.

Testator's Initials JS



- (f) Allocate in my Executor's sole discretion, any portion of my exemption under Sec. 2631(a) of the Internal Revenue Code, as amended, to any property as to which I am the transferor, including any property transferred by me during life as to which I did not make an allocation prior to my death.
- (g) Exercise any other options or elections afforded by the tax law of the United States or of any other jurisdiction. My Executor may exercise this authority in my Executor's sole discretion; regardless of any other provisions in this Will or the effect on any other provisions of this Will or the effect on any person interested in my estate. No beneficiary under this Will shall be entitled to a compensating adjustment even though the exercise of these tax powers affects the size or composition of my estate or of any disposition under this Will. The determination of my Executor with respect to the exercise of the election shall be conclusive upon all affected persons.

4.8 Power to Select Property to be Distributed. I authorize my Executor, on any preliminary or final distribution of property in my estate, to partition, allot, and distribute my estate in kind, including undivided interests in my estate or any part of it, or partly in cash and partly in kind, or entirely in cash, in my Executor's absolute discretion. Any distribution or division in kind may be made on a proportionate or a non-proportionate basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market values.

4.9 Power to Employ. My Executor may employ and compensate from my estate accountants, brokers, attorneys, investment advisors, custodians and others whose services are, in my Executor's discretion, necessary or convenient to the administration of the estate created herein. My Executor is expressly authorized to employ and compensate any firm with which my Executor may be associated to perform any services that are in my Executor's opinion necessary or convenient to the administration of my estate.

4.10 Continuance of Business. (a) I further authorize my Executor either to continue the operation of any business belonging to my estate for such time and in such manner as my Executor may deem advisable and for the best interests of my estate, or to sell or liquidate the business at such time and on such terms as my Executor may deem advisable and for the best interests of my estate. Any such operation, sale, or liquidation by my Executor in good faith, shall be at the risk of my estate and without liability on the part of my Executor for any resulting losses.

4.10 (b) In connection with the business interests known as Nevada Yellow Cab Corporation, Nevada Checker Cab Corporation, Nevada Star Cab Corporation, Besdew Limited Partnership, National Automotive, Ltd., Star Limousine, L.L.C. and all affiliates and related entities, and any successor companies thereto, and all real estate related thereto (herein "YCS"); as well as the real property commonly known as Jennifer Park, Jonathan Park, Michael Park, as well as any other real estate held by the Grantor's estate or real estate or investments invested in as proceeds from the sale of these properties; any investments whether equities, stocks, bonds, limited partnerships, cash or investments invested in as proceeds from the sale of these investments (herein, "investments"); the management of Americab, Roland Garage, all affiliates and related entities (herein "Americab"), and all related real estate and any successor companies thereto or companies or investments, invested in as proceeds from the sale of Americab; as well as any other real estate or businesses of which the Grantor or his estate held or holds an interest in, the Grantor specifically nominates, constitutes and appoints his son, Executor, and Trustee, **A. JONATHAN SCHWARTZ** (herein, "JONATHAN"), to serve and represent his, his family's, estate's and Revocable Trust's interests, with respect thereto. **A. JONATHAN SCHWARTZ** is fully familiar with the details of these business interests and most capable of continuing the management of their affairs. Insofar as the Grantor has personally performed management duties and functions in the past, represented his or his family's interest at Board Meetings, TSA or TA Meetings, **JONATHAN** is hereby designated to continue in those capacities subject to the following conditions:

4.10 (c) In connection with management duties performed by **A. JONATHAN SCHWARTZ** for the Grantor, the Grantor's estate and Revocable Trust's interest in YCS and any successor companies thereto, and all real estate related thereto; **A. JONATHAN SCHWARTZ** shall receive a ninety three thousand eight hundred forty six (\$93,846.00) annual salary, increased by 2% each year (herein, "YCS Salary"). The YCS Salary shall be paid from a combination of both the Payroll and Director's Fees customarily received by the Grantor during his life. Furthermore, **A. JONATHAN SCHWARTZ** shall receive any medical insurance or other benefits as a Director of YCS as the Grantor received during his lifetime.

Testator's Initials LSH

4.10 (d) JONATHAN'S management, control and decision making authority of YCS shall be limited only by the following: In the event that the primary assets of YCS (the taxicab and transportation operations) are to be sold, in order to provide consent to such a sale, JONATHAN must receive two additional votes of the Grantor's three remaining children or their representatives.

4.10 (e) Notwithstanding any provision herein contained to the contrary, all stock held or managed by Milton I. Schwartz at the time of his death or held in the Milton I. Schwartz Revocable Family Trust (January 29, 1986) in YCS, shall continue to be held, after Milton I. Schwartz's death, in the name of the Milton I. Schwartz Revocable Family Trust (January 29, 1986), A. Jonathan Schwartz, Trustee. JONATHAN'S duties as described within this section 4.02 shall continue for his lifetime or permanent disability.

4.10 (f) Notwithstanding any provision herein contained to the contrary, to the extent that the primary assets of YCS are sold, comprised of the entity names and transportation operations so that there are no further operations of YCS or its successors, and if the sales proceeds are distributed out to the respective owners of YCS, the Trustee shall distribute out said sales proceeds to each of the four family units as to twenty-five percent (25%) to each family unit.

4.10 (g) JONATHAN'S management, control and decision making authority on behalf of my estate's interest in YCS shall be limited only by the following: In the event that the primary assets of YCS (the taxicab and transportation operations) are to be sold, in order to provide consent to such a sale, JONATHAN must receive two additional votes of my three remaining children or their representatives.

4.10 (h) With regard to the management of Jennifer Park, Jonathan Park and all other income producing properties in which I or my estate holds an interest, JONATHAN shall receive a management fee in the amount of three percent (3%) of the annual base rent generated by the respective property, as he has received during my life, for property management services.

4.10 (i) In connection with JONATHAN'S property management services of the property commonly known as Michael Park, JONATHAN shall receive monthly compensation of one thousand six hundred sixty seven dollars (\$1,667.00) as he has received during my life.

4.10 (j) JONATHAN shall serve as President of Americab, Roland Garage, all affiliates and related entities (herein, "Americab"), and all related real estate and any successor companies thereto or companies or investments, invested in as proceeds from the sale of Americab.

4.11 Distribution to Minors. In the event any person entitled to receive distributions hereunder shall be a minor, or an incompetent, the distributions to that person shall be to the natural guardian of the legally appointed guardian, conservator or other fiduciary of the person or estate of that person (including, but not limited to, a custodian for the beneficiary under the Uniform Transfers to Minors Act in the state in which the beneficiary or custodian resides or any other state of competent jurisdiction), to be held and used exclusively for the benefit of that person. My Executor shall not be required to see to the application of any funds so paid or applied and the receipt of that guardian, conservator or other fiduciary of the person or estate of that person shall be complete acquittance of my Executor.

4.12 Power to Disclaim. My Executor is authorized to disclaim all or any portion of any bequest, devise or trust interest provided for me under any will or trust instrument. In particular, I authorize my Executor to exercise this authority in order to obtain advantageous results considering, in the aggregate, the taxes to be imposed on my spouse's estate and mine, even though this may cause some beneficiaries of my estate to receive less than they would otherwise have received.

4.13 Power to Transact with Trusts. My Executor is hereby authorized to purchase any property, and to make loans and advances, or to otherwise deal with, the Trustee of any trust, including, but not limited to, trusts wherein the Executor and Trustee shall be the same parties.

#### FIFTH: TESTAMENTARY DECLARATIONS

5.1. Revocation of Spouse's Right to Receive Annuity Payments. Pursuant to the provisions of Section 4.01 of each of THE ROBIN SUE LANDSBURG 1993 RETAINED ANNUITY TRUST, THE EILEEN JOANNA ZARIN 1993 RETAINED ANNUITY TRUST, THE SAMUEL SCHWARTZ 1993 RETAINED ANNUITY TRUST and THE

Testator's Initials WJ



A. JONATHAN SCHWARTZ 1993 RETAINED ANNUITY TRUST, my wife has the right to receive certain annuity payments, subject to my power of revocation. I hereby revoke my wife's right to receive any such annuity payments.

5.2 Non-exercise of Powers of Appointment. I refrain from exercising any testamentary power of appointment that I may have at the time of my death.

5.3 Presumption of Survivorship. For purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within 90 days' after my death.

5.4 Confirmation of Gifts. I hereby ratify and confirm all gifts made by me prior to my death, and I direct that none of those gifts should be deemed or construed to be an advancement to any beneficiary nor shall any gift be taken into account in the settlement of my estate.

5.5 Premarital Agreement. On January 26, 1993 I entered into a Premarital Agreement with my wife. I have made provisions in the trust referred to in ARTICLE THIRD hereof to carry out the provisions of said Agreement. I hereby direct my Executor to take any further actions necessary or appropriate to carry out the terms of said Agreement. I hereby instruct my representatives to fulfill the terms and provisions of the Premarital Agreement in lieu of any other bequests or legacies to Abigail Schwartz, only to the extent agreed to in writing by Abigail Schwartz and myself, or as ordered in a judgment of a court of competent jurisdiction. Abigail Schwartz shall have no further interest in my estate, Will or trusts.

5.5 (b) Abigail Schwartz Outstanding Loan. As of January 7, 2004, an outstanding Promissory Note (herein, the "Note") existed between my wife and myself whereby my wife owes me or my estate two hundred thirty thousand dollars (\$230,000.00). To the extent that any balance is left remaining on the Note at the time of my death, any amounts to be paid to my wife from my estate, in accordance with our Premarital Agreement, shall be reduced by the amount of the balance on the Note.

#### SIXTH: MISCELLANEOUS

6.1 Incontestability. In the event any person authorized to receive any property hereunder commences, prosecutes, promotes, intervenes in, contributes to or voluntarily participates in, directly or indirectly, or counsels or aids any other person to commence, prosecute, promote, intervene in, contribute to or voluntarily participate in, directly or indirectly, any proceeding or action in any court, agency, tribunal or other forum wherein the person authorized to receive property or the counseled person (1) seeks to void, nullify or set aside all or any part of my Will; (2) seeks to void, nullify or set aside any trust of which I am a grantor or trustee, or both; or (3) makes a claim which is based upon any alleged act or omission by me, individually, or in my capacity as trustee, executor, partner, officer or director, or in any other capacity; or (4) directly or indirectly contests or calls into question the discretionary decisions of the Executor or Trustee hereunder, then I revoke any share or interest in my estate given under this Will or in the trust referred to in ARTICLE THIRD hereof to the person making the claim, to the counseling person, and to the descendants of each of them, and such share or interest shall be immediately disposed of by termination of the appropriate trust or trust or otherwise, as if such claimant or counseling person had predeceased me without descendants. This provision shall remain in effect from my death until no trust under the trust referred to in ARTICLE THIRD hereof is in existence, whether or not the administration of my estate has been completed. If any provision of this Article is held to be unenforceable or void for any reason, the remaining provisions shall be fully effective.

6.2 Tax Contribution. I direct that every specific and general gift, devise or bequest given under this Will or any Codicil hereto shall be delivered free of all estate and inheritance taxes and that such taxes be paid out of the residue of my estate. I further direct that no legatee, devisee or beneficiary hereunder, or beneficiary under any of my life insurance policies, or any surviving joint tenant, or any trustee of any private trust of mine which shall be in existence at the time of my death, shall be called upon to make any contributions toward the payment of any estate or inheritance taxes.

6.3 No Interest on Specific Bequests. I direct that no interest be paid on any specific bequest herein.

Testator's Initials

JS

6.4 Severability If any part or parts of this Will shall be invalid, illegal or inoperative, it is my intention that the remaining parts shall stand and be effective and operative.

6.5 Gender and Number As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.6 Headings The headings, titles and subtitles in this Will have been inserted for convenient reference, and shall be ignored in its construction.

IN WITNESS WHEREOF, I have hereunto set my hand this 5<sup>th</sup> day of February

2004.

Milton I. Schwartz  
MILTON I. SCHWARTZ

On the date last above written, MILTON I. SCHWARTZ declared to us that the foregoing instrument, consisting of seven (7) pages, including the affidavit signed by us as witnesses, was his Will dated January \_\_, 2004, and requested us to act as witnesses to it. He thereupon signed this Will in our presence all of us being present at the same time. We now at his request, in his presence, and in the presence of each other, subscribe our names as witnesses.

[Signature]  
Residing At:  
1465 Verde Triandos Dr.  
Henderson, NV 89012

Beverley J. Jones  
Residing At:  
1511 Surf Drive  
Henderson, NV 89015

STATE OF NEVADA )  
 ) ss.:  
COUNTY OF CLARK )

Then and there personally appeared the within named Richard B. Newman and Beverley J. Jones who, being duly sworn, depose and say:

That they witnessed the execution of the within Will of the within named Testator, MILTON I. SCHWARTZ; that the Testator subscribed the Will and declared the same to be his Will in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; that the Testator at the time of the execution appeared to be of full age and of sound mind and memory and under no constraint; and that they make this Affidavit at the request of the Testator.

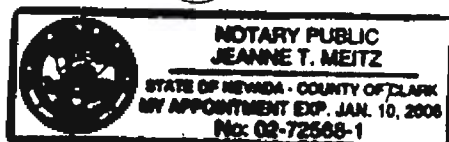
[Signature]

Beverley J. Jones

SUBSCRIBED and SWORN to before me

This 5<sup>th</sup> day of February, 2004.

Jeanne T. Meitz  
Notary Public



# Exhibit 3

# Exhibit 3



FILED  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

Organizational fee: \$1.00  
BY: George Rudin:  
Suite 610  
302 E. Carson Av.  
Las Vegas, Nevada 89101

FEB 27 1980

ARTICLES OF INCORPORATION

WIL SWACEMAN - SECRETARY OF STATE

OF

THE HEBREW ACADEMY

NO. 1073-80

S

KNOW ALL MEN BY THESE PRESENTS:

THAT, pursuant to the provisions of N.R.S. 81.290 to 81.340 we, the undersigned, have this day associated ourselves together for the purpose of engaging in certain educational, religious, scientific and charitable activities, as follows:

ARTICLE I

NAME

This corporation shall be known as:

THE HEBREW ACADEMY

ARTICLE II

PURPOSE

This corporation is, and shall at all times be, a non-profit corporation organized solely for educational, religious, scientific and charitable purposes, which shall include, but not necessarily be limited to the following:

A. To conduct private schools providing both secular education and special Judaic studies, from the grade school through the high school level, for children of Jewish families as well as for non-Jewish children whose families desire to expose them to the benefits of inter-cultural education.

B. To afford its students the opportunity of absorbing the Jewish cultural heritage through courses in Hebrew language and Jewish history, literature, customs, law, ethics, and religion.

C. To encourage, inspire, and foster the

1 academic, social, moral and religious growth of its  
2 students, to the end that each child may achieve his  
3 own maximum potential as a human being, and acquire a  
4 sensitivity to the problems, needs, and cultural heritage  
5 of his fellow human beings of all races, nationalities,  
6 faiths, and creeds.

7 D. To foster in its students an appreciation  
8 for learning and intellectual achievement.

9 E. To provide scholarships and other forms of  
10 financial aid to worthy students whose families are  
11 financially unable to pay for their tuition in whole, or  
12 in part.

13 ARTICLE III

14 PRINCIPAL OFFICE

15 The County in this State where the principal office for  
16 the transaction of the business of the corporation is to be located  
17 is the County of Clark, State of Nevada.

18 ARTICLE IV

19 TRUSTEES

20  
21 The governing board of the corporation shall be known  
22 as the Board of Trustees and shall consist of eleven (11) members.  
23 The term of office of each trustee shall be one (1) year which  
24 shall coincide with the school year as set forth in the By-Laws  
25 of the corporation.

26 Eight (8) of the Trustees, to be known as the "Member-  
27 ship Trustees", shall be elected at an annual meeting of the  
28 members of the corporation. Every family which has one or more  
29 children enrolled as students in the Hebrew Academy during the  
30 semester in which the annual meeting of the members is held, shall  
31 be considered a member of the corporation, and shall be entitled,  
32 as a member, to cast one (1) vote for each trustee to be elected

1 at the annual meeting, irrespective of the number of children  
2 enrolled in the school.

3 Of the other three (3) Trustees, to be known as the  
4 "Organizational Trustees", one (1) shall be elected annually by the  
5 Board of Trustees of the Jewish Federation, one (1) by the Board  
6 of Trustees of Temple Beth Sholom, and one (1) by the Board of  
7 Trustees of Congregation Ner Tamid, each of which organizations  
8 shall certify to the Board of Trustees of this corporation, the  
9 "Organizational Trustees" so selected.

10 If, for any reason, the Trustees shall not be elected  
11 at the time and in the manner provided herein, or in the By-Laws,  
12 the Trustees then in office shall continue to serve as Trustees  
13 until their successors shall have been elected.

14 The number of Trustees may, from time to time, be  
15 increased or decreased to the number of no fewer than seven (7),  
16 and the method for the election of the Trustees may be changed,  
17 by the By-Laws, or an amendment to the By-Laws, of the corporation  
18 in that regard without the necessity of amending these Articles of  
19 Incorporation.

20 The names and places of residence of the non-organiza-  
21 tional Trustees chosen to serve from the time of incorporation  
22 through the first school year, which Trustees are also the  
23 incorporators signing these Articles of Incorporation, are as  
24 follows:

25	(1) DENNIS SABBATH	(5) GEORGE RUDIAK
26	300 S. Fourth St., #1505	302 E. Carson, #610
	Las Vegas, NV 89101	Las Vegas, NV 89101
27	(2) ARNE ROSENCRANTZ	(6) KALMAN APPEL
28	309 Rosemary Lane	1413 S. 17th Street
	Las Vegas, NV 89107	Las Vegas, NV 89104
29	(3) CAROLYN GOODMAN	(7) GERT RENTCHLER
30	2000 Bannies Lane	1201 S. Rancho Dr.
	Las Vegas, NV 89102	Las Vegas, NV 89102
31	(4) ALVIN D. BLUMBERG, M.D.	(8) MELANIE GREENBERG
32	4330 S. Burnham, #140	1530 Bonita Avenue
	Las Vegas, NV 89109	Las Vegas, NV 89104

GEORGE RUDIAK  
CHAIRMAN  
ATTORNEY AT LAW  
LAS VEGAS, NEVADA

1 ARTICLE V

2 POWERS OF CORPORATION

3 This Corporation is organized exclusively as a nonprofit  
4 corporation for educational, religious, scientific, and charitable  
5 purposes, which purposes shall include the making of contributions  
6 to organizations which qualify as exempt organizations under  
7 Section 501 (c) (3) of the Internal Revenue Code of 1954, as amended,  
8 or as the same may hereafter be amended.

9 No part of the earnings of the Corporation, nor shall  
10 any of its property or assets, inure to the benefit of, or be  
11 distributed to, any of its members, trustees, officers, or to any  
12 other private persons, firms, or corporations, except that the  
13 Corporation shall be authorized and empowered to pay reasonable  
14 compensation for services rendered to the Corporation, reimbursement  
15 for costs incurred on behalf of the Corporation, and distributions  
16 in furtherance of the purposes herein set forth.

17 This corporation shall not engage in any activities  
18 designed to influence legislation, nor participate in any political  
19 campaign on behalf of any candidate for public office, or carry  
20 on any other activities not permitted to be carried on:

21 A. By a corporation exempt from Federal income  
22 taxes under Section 501(c)(3) of the Internal Revenue  
23 Code of 1954, as amended, or as the same may hereafter  
24 be amended, or

25 B. By a corporation, contributions to which  
26 are deductible under Section 170(c)(2) of the Internal  
27 Revenue Code of 1954, as amended, or as the same may  
28 hereafter be amended.

29 Notwithstanding any other provision of these Articles  
30 of Incorporation, this Corporation shall not, except to an insub-  
31 stantial degree, engage in any activities or exercise any powers  
32 that are not in furtherance of the purposes of this Corporation.



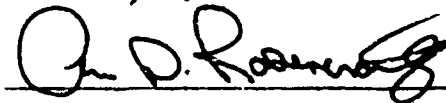
1 ARTICLE VI

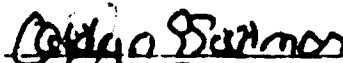
2 DISSOLUTION

3 Upon the dissolution of the Corporation, the Board of  
4 Trustees, after paying, or making provision for payment, of all  
5 the debts, obligations, and liabilities of the Corporation, shall  
6 dispose of all the remaining assets of the Corporation exclusively  
7 for the purposes for which this Corporation was organized by dis-  
8 tributing such assets in such manner, or to such organization or  
9 organizations, organized and operated exclusively for educational,  
10 religious, scientific or charitable purposes as shall at the time  
11 qualify as exempt organizations under Section 501(c)(3) of the  
12 Internal Revenue Code of 1954, as amended, or as the same may here-  
13 after be amended (or the corresponding provision of any future  
14 Internal Revenue laws of the United States) as the Board of  
15 Trustees of this Corporation shall determine to be proper. Any  
16 assets not so disposed of, shall be disposed of by the Eighth  
17 Judicial District Court of the State of Nevada in and for the  
18 County of Clark by ordering the distribution thereof for such  
19 purposes, or to such organization or organizations, as said Court  
20 may determine, to be organized and operated as near as may be for  
21 the purposes for which this Corporation is organized.

22 IN WITNESS WHEREOF, we have executed these presents  
23 this 20th day of February, 1980.

24 

25 

26 

27 

28 

29  
30  
31  
32  
GEORGE RUDNIK  
CHARTERED  
ATTORNEY AT LAW  
LAS VEGAS, NEVADA

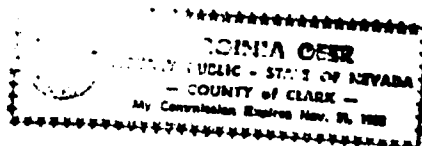
Kalman Appel  
Gerri Rentchler  
Melanie Greenberg

STATE OF NEVADA)  
: ss.  
COUNTY OF CLARK)

On this 20th day of February, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DENNIS SABBATH, ARNE ROSENCRANTZ, CAROLYN GOODMAN, ALVIN D. BLUMBERG, M.D., GEORGE RUDIAK, KALMAN APPEL, GERI RENTCHLER, MELANIE GREENBERG known to me to be the persons mentioned in, and who executed the foregoing instrument, and duly acknowledge to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Virginia Geer  
NOTARY PUBLIC in and for said  
County and State.  
VIRGINIA GEER

My commission expires:



STATE OF NEVADA

**ROSS MILLER**  
Secretary of State

**SCOTT W. ANDERSON**  
Deputy Secretary  
for Commercial Recordings



**Commercial Recordings Division**  
202 N. Carson Street  
Carson City, NV 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

OFFICE OF THE  
SECRETARY OF STATE

LIONEL, SAWYER & COLLINS

Job: C20130412-0697  
April 12, 2013

**Special Handling Instructions:**

C20130412-0697

DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE

SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED

EMAILED RMICHIE@LIONELSAWYER.COM 4/12/13 FAB

**Charges**

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00003876091-74		30	\$2.00	\$60.00
Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
24-HR Copy Expedite	00003876091-74		1	\$125.00	\$125.00
Total					\$215.00

**Payments**

Type	Description	Amount
Billed	750046	\$215.00
Total		\$215.00

Credit Balance: \$0.00

**Job Contents:**

NV Corp Certified Copy Request Cover 1  
Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Certified Copy

April 12, 2013

Job Number: C20130412-0697  
Reference Number: 00003876091-74  
Expedite:  
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C1073-1980-001	Articles of Incorporation	6 Pages/1 Copies
C1073-1980-003	Amendment	4 Pages/1 Copies
C1073-1980-005	Amendment	3 Pages/1 Copies
C1073-1980-007	Amendment	1 Pages/1 Copies
C1073-1980-008	Amendment	1 Pages/1 Copies
C1073-1980-010	Amendment	1 Pages/1 Copies
C1073-1980-012	Amendment	1 Pages/1 Copies
20070003515-43	Annual List	1 Pages/1 Copies
20080084895-54	Annual List	1 Pages/1 Copies
20080195694-74	Amendment	2 Pages/1 Copies
20080586063-38	Amended List	1 Pages/1 Copies
20090255488-73	Annual List	1 Pages/1 Copies
20100102296-53	Annual List	1 Pages/1 Copies
20110048708-01	Annual List	2 Pages/1 Copies
20120024437-45	Annual List	2 Pages/1 Copies
20120851508-32	Annual List	2 Pages/1 Copies

Commercial Recording Division  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138





Certified By: F Lincoln  
Certificate Number: C20130412-0697  
You may verify this certificate  
online at <http://www.nvsos.gov/>

Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

# Exhibit 4

# Exhibit 4

FILING FEE: \$10.00 DP 030270  
GANG & BERKLEY/FREDERIC I. BERKLEY  
415 SO. SIXTH ST., STE. 101  
LAS VEGAS, NV 89101

**FILED**  
OFFICE OF THE  
CLERK OF THE  
STATE OF NEVADA

**AUG 22 1990**

ALICE HUBBARD, SECRETARY OF STATE

**CERTIFICATE OF AMENDMENT OF THE  
ARTICLES OF INCORPORATION OF  
THE HEBREW ACADEMY  
A Nevada Non-Profit Corporation**

1073-80

The undersigned, being the President and Secretary of the Board of Trustees of THE HEBREW ACADEMY, hereby certify as follows:

1. The original Articles of Incorporation were filed in the Office of the Secretary of State for the State of Nevada on the 27th day of February, 1980.

2. That on the 14th day of August, 1989, at a special meeting of the Board of Trustees of said corporation, duly called and convened, at which a quorum for the transaction of business was present, notice of said meeting having been previously waived by the Trustees of said corporation in writing, the following resolution was adopted by the Board of Trustees of said corporation:

**RESOLVED:** That it is advisable and in the best interests of this Corporation that its Articles of Incorporation be amended by changing the language of Article I of said Articles to read as follows:

**ARTICLE I**

This corporation shall be known as:

**THE MILTON I. SCHWARTZ HEBREW ACADEMY**


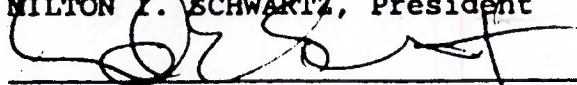
IN WITNESS WHEREOF, the undersigned, the President and Secretary of the Board of Trustees of THE HEBREW ACADEMY, a

///

///

///

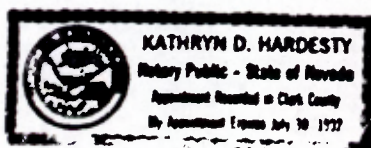
Nevada non-profit corporation, have executed and acknowledged these presents this 14<sup>th</sup> day of August, 1990.

  
MILTON I. SCHWARTZ, President  
  
LENARD E. SCHWARTZER, Secretary

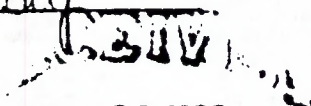
STATE OF NEVADA       )  
                                  SS:  
COUNTY OF CLARK     )

On this 13<sup>th</sup> day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, MILTON I. SCHWARTZ, known to me to be the President, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.



  
NOTARY PUBLIC

  
AUG 22 1990

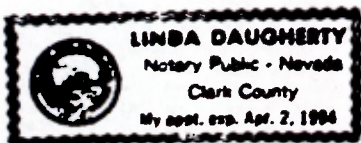


STATE OF NEVADA       )  
                                  ss:  
COUNTY OF CLARK     )

On this 14 day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, LENARD E. SCHWARTZER, known to me to be the Secretary, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.

  
NOTARY PUBLIC



STATE OF NEVADA

**ROSS MILLER**  
Secretary of State

**SCOTT W. ANDERSON**  
Deputy Secretary  
for Commercial Recordings



OFFICE OF THE  
SECRETARY OF STATE

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LIONEL, SAWYER & COLLINS

**Job: C20130412-0697**  
April 12, 2013

**Special Handling Instructions:**

C20130412-0697  
DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE  
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Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Certified Copy

April 12, 2013

Job Number: C20130412-0697  
Reference Number: 00003876091-74  
Expedite:  
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

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20120024437-45	Annual List	2 Pages/1 Copies
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Commercial Recording Division  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138



Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

Certified By: F Lincoln  
Certificate Number: C20130412-0697  
You may verify this certificate  
online at <http://www.nvsos.gov/>



# Exhibit 5

# Exhibit 5

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IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

Filing Fee \$25.00 C32919

**OCT 19 1994**

1073-80

The Milton I. Schwartz Hebrew Academy

Name of Corporation

CHERYL A. LAU SECRETARY OF STATE

*Calder*

We the undersigned Ira David Sternberg and  
President or Vice President (or Chairman)

Robert Rakita of The Milton I. Schwartz Hebrew Academy  
Secretary or Assistant Secretary Name of Corporation

do hereby certify:

That the Board of Directors of said corporation at a meeting duly convened, held on the 25th  
day of August, 1994, adopted a resolution to amend the original articles as follows:

Article I is hereby amended to read as follows:

This corporation shall be known as:

THE HEBREW ACADEMY

**RECEIVED**

**SEP 29 1994**

Secretary of State

*[Signature]*  
President or Vice President (or Chairman)  
*[Signature]*  
Secretary or Assistant Secretary

State of NEVADA  
County of Clark } ss.

On September 13th 1994, personally appeared before me, a Notary Public,

IRA D. Sternberg and Robert Rakita, who acknowledged  
Names of Persons Appearing and Signing Document

that they executed the above instrument.

*Terry Bothmann*  
Signature of Notary



TERRY BOTHMANN  
Notary Public - Nevada  
(NOTARY STAMP OR SEAL)  
Clark County  
My appt. exp. Mar. 25, 1996

STATE OF NEVADA

**ROSS MILLER**  
Secretary of State

**SCOTT W. ANDERSON**  
Deputy Secretary  
for Commercial Recordings



OFFICE OF THE  
SECRETARY OF STATE

**Commercial Recordings Division**  
202 N. Carson Street  
Carson City, NV 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

LIONEL, SAWYER & COLLINS

**Job: C20130412-0697**  
April 12, 2013

**Special Handling Instructions:**

C20130412-0697

DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE  
SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED  
EMAILED RMICHIE@LIONELSAWYER.COM 4/12/13 FAB

**Charges**

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00003876091-74		30	\$2.00	\$60.00
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Total					\$215.00

**Payments**

Type	Description	Amount
Billed	750046	\$215.00
Total		\$215.00

**Credit Balance: \$0.00**

**Job Contents:**

NV Corp Certified Copy Request Cover 1  
Letter(s):

LIONEL, SAWYER & COLLINS



STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Certified Copy

April 12, 2013

Job Number: C20130412-0697  
Reference Number: 00003876091-74  
Expedite:  
Through Date:

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Commercial Recording Division  
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Telephone (775) 684-5708  
Fax (775) 684-7138



Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

Certified By: F Lincoln  
Certificate Number: C20130412-0697  
You may verify this certificate  
online at <http://www.nvsos.gov/>

# Exhibit 6

# Exhibit 6

**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

- NRS 82.356 -

**MAR 21 1997**

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

(after first meeting of directors)

No. 1073-80

THE HEBREW ACADEMY

Name of Corporation

DEAN HELLER, SECRETARY OF STATE

We the undersigned

Jacalyn Glass-Wolfson

President or Vice President

Geri Rentchler

of The Hebrew Acad

Secretary or Assistant Secretary

Name

Filed in the office of

Document Number

**C1073-1980-010**

Filing Date and Time

**03/21/1997 12:00 AM**

Entity Number

**C1073-1980**

do hereby certify:

That the public officers or other persons, if any, required by the articles have approved the amendment. The vote of the members (if there are members) and directors by which the amendment was adopted is as follows: members n/a, and directors 4.

They hereby adopt the following amendment(s) to the articles of incorporation:

Article number(s) I is amended to read as follows:

This corporation shall be known as The Milton I. Schwartz Hebrew Academy

Jacalyn Glass-Wolfson  
President or Vice President (or Chairman)  
Geri Rentchler  
Secretary or Assistant Secretary

State of NEVADA

County of CLARK

} ss.

On 11<sup>th</sup> Day of December 1996, personally appeared before me, a Notary Public,

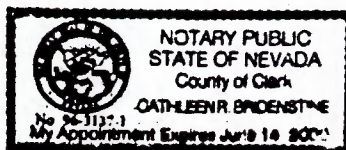
Jacalyn Glass-Wolfson and Geri Rentchler

Names of Persons Appearing and Signing Document

that they executed the above instrument.

Cathleen F. Brienstine  
Signature of Notary

(NOTARY STAMP OR SEAL)





STATE OF NEVADA

**ROSS MILLER**

Secretary of State

**SCOTT W. ANDERSON**

Deputy Secretary  
for Commercial Recordings



**Commercial Recordings Division**

202 N. Carson Street  
Carson City, NV 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

OFFICE OF THE  
SECRETARY OF STATE

LIONEL, SAWYER & COLLINS

**Job: C20130412-0697**

April 12, 2013

**Special Handling Instructions:**

C20130412-0697

DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE

SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED

EMAILED RMICHIE@LIONELSAWYER.COM 4/12/13 FAB

**Charges**

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**Credit Balance: \$0.00**

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LIONEL, SAWYER & COLLINS



STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Certified Copy

April 12, 2013

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Respectfully,

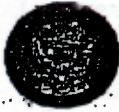
A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

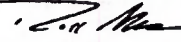
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# Exhibit 7

# Exhibit 7



ROSS MILLER  
Secretary of State  
204 North Carson Street, Ste 1  
Carson City, Nevada 89701-4299  
(775) 684 5708  
Website: [secretaryofstate.biz](http://secretaryofstate.biz)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20080195694-74</b> Filing Date and Time <b>03/21/2008 11:20 AM</b> Entity Number <b>C1073-1980</b>
--	--

**Nonprofit Amendment  
(After First Meeting)**  
(PURSUANT TO NRS 81 AND 82)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation  
For Nonprofit Corporations**

(NRS Chapters 81 and 82 - After First Meeting of Directors)

1. Name of corporation:

The Milton I. Schwartz Hebrew Academy

2. The articles have been amended as follows (provide article numbers, if available):

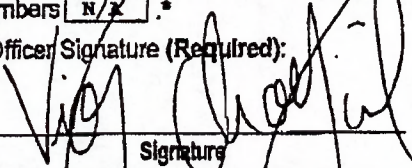
Article I is hereby deleted in its entirety and replaced with the following: "This Corporation shall be known in perpetuity as 'The Dr. Miriam and Sheldon G. Adelson Educational Institute'."

See attachment for additional amendments.

3. The directors (or trustees) and the members, if any, and such other persons or public officers, if any, as may be required by the articles have approved the amendment. The vote by which the amendment was adopted by the directors and members, if any, is as follows: directors 11, and members N/A.\*

4. Officer Signature (Required):

X



Signature

Chairman

Title

\*A majority of a quorum of the voting power of the members or as may be required by the articles, must vote in favor of the amendment. If any proposed amendment would alter or change any preference or any relative or other right given to any class of members, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of a majority of a quorum of the voting power of each class of members affected by the amendment regardless of limitations or restrictions on their voting power. An amendment pursuant to NRS 81.210 requires approval by a vote of 2/3 of the members.

FILING FEE: \$50.00

**IMPORTANT:** Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State AM 01-82 APR 2007  
Revised on 01/01/07



Attachment to  
Certificate of Amendment to Articles of Incorporation  
of The Milton I. Schwartz Hebrew Academy

Article II is hereby amended by adding a paragraph at the end of Article II to state the following specific language: "The schools conducted by the corporation shall be community schools of mixed gender, not affiliated with a specific denomination of Judaism. Students in the schools shall not be required to pray. Male students shall be strongly recommended (but not required) to wear a kippa during prayer and other religious ceremonies. Also, no student shall be required to wear a kippa at any time."

Article IV is hereby deleted in its entirety and replaced with the following specific language: "The governing board of the corporation shall be known as the Board of Trustees and the Board of Trustees shall constitute the corporation. The term of office of each Trustee shall be three years. The number of Trustees may from time to time be increased or decreased by the Board of Trustees but in no event shall the number of Trustees be fewer than seven (7) or more than twenty (20). If for any reason a Trustee shall not be elected in the time and manner provided for herein, or in the Bylaws, such Trustee shall continue to serve as Trustee until his or her successor has been elected."

F:\users\jvarela\clients\ladelsonfamilycharitablefoundation\schwartz-amendedarticles

STATE OF NEVADA

**ROSS MILLER**  
Secretary of State

**SCOTT W. ANDERSON**  
Deputy Secretary  
for Commercial Recordings



OFFICE OF THE  
SECRETARY OF STATE

**Commercial Recordings Division**  
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Carson City, NV 89701-4069  
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LIONEL, SAWYER & COLLINS

**Job: C20130412-0697**  
April 12, 2013

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STATE OF NEVADA

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Respectfully,

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ROSS MILLER  
Secretary of State

Certified By: F Lincoln  
Certificate Number: C20130412-0697  
You may verify this certificate  
online at <http://www.nvsos.gov/>



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

**Case No. 73066**

A. JONATHAN SCHWARTZ, EXECUTOR OF  
THE ESTATE OF MILTON I. SCHWARTZ

Petitioner

Electronically Filed  
Jul 17 2017 10:41 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

vs.

THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
AND THE HONORABLE GLORIA STURMAN

Respondents

and

THE DR. MIRIAM AND SHELDON G. ADELSON  
EDUCATIONAL INSTITUTE

Real Party in Interest

---

**A. JONATHAN SCHWARTZ'S APPENDIX OF EXHIBITS TO PETITION  
FOR REVIEW  
VOLUME 1 – PAGES 1-58**

---

SOLOMON DWIGGINS & FREER, LTD.

Alan D. Freer (#7706)

Alexander G. LeVeque (#11183)

9060 West Cheyenne Avenue

Las Vegas, Nevada 89129

Telephone (702) 853-5483

Facsimile (702) 853-5485

afreer@sdfnvlaw.com

aleveque@sdfnvlaw.com

*Attorneys for Petitioner, A. Jonathan Schwartz*

# ALPHABETICAL INDEX

DESCRIPTION	DATE	VOLUME	PAGE NUMBER
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Amended Deposition Subpoena – Duces Tecum	06/07/2016	4	232-235
Bylaws of the Milton I. Schwartz Hebrew Academy	04/13/1999	5	274-283
Deposition of Jill Hanlon (Excepts)	06/22/2016	6	349-354
Motion for Protective Order on Order Shortening Time	04/11/2017	4 5	236-246 247-273
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Partial Transcripts of DVDs Titled, "Milton INT #1 & Miriam 6-12-07" and "Milton INT #2 & Miriam 6-12-07"	00/00/0000	6	355-359
Petition for Declaratory Relief	05/28/2013	3	145-212
Petition for Writ of Mandamus or Prohibition	05/17/2017	1	001-40
Petition to Compel Distribution, for Accounting and for Attorneys' Fees	05/02/2013	1 2 3	51-58 59-117 118-144
Responses to A. Jonathan Schwartz's Sixth Request for Production of Documents, Electronically Stored Information, and Tangible Things to the Dr. Miriam and Sheldon C. Adelson Educational Institute	03/28/2017	5	284-288
Supplement to Petition for Declaratory Relief to Include Remedies of Specific Performance and Mandatory Injunction	05/28/2014	4	213-219
Transcript of Proceedings	04/21/2017	1	041-50

## CHRONOLOGICAL INDEX

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

A. JONATHAN SCHWARTZ, Executor of  
the ESTATE OF MILTON I. SCHWARTZ,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA, IN  
AND FOR THE COUNTY OF CLARK and  
THE HONORABLE GLORIA STURMAN,

Respondents.

and

THE DR. MIRIAM & SHELDON G.  
ADELSON EDUCATIONAL INSTITUTE,

Real Party in Interest.

Case No.

District Court  
Case No. P-07-061300-E

---

**PETITION FOR WRIT OF MANDAMUS OR PROHIBITION**  
**From the Eighth Judicial District Court, Department XXVI, Clark County**  
**The Honorable Gloria Sturman, District Judge**

---

ALEXANDER G. LEVEQUE  
Nevada Bar No. 11183  
SOLOMON DWIGGINS & FREER, LTD.  
9060 West Cheyenne Avenue  
Las Vegas, Nevada 89129  
Telephone (702) 853-5483  
Facsimile (702) 853-5485  
aleveque@sdfnvlaw.com

*Attorneys for Petitioner*  
*A. Jonathan Schwartz, Executor of*  
*The Estate of Milton I. Schwartz*

## NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons as described in NRCP 26.1(a), and must be disclosed. These representations are made in order that the judges of this Court may evaluate possible disqualification or recusal.

A. JONATHAN SCHWARTZ, Executor of the ESTATE OF MILTON I. SCHWARTZ is not a corporation and therefore does not have any parent corporations and there are no publicly held companies owning 10% or more of any stock. Further, Solomon Dwiggins & Freer, Ltd. has appeared for said party in the underlying District Court case and will appear for the same before the Nevada Court of Appeals in the instant Writ proceeding.

Dated this 17<sup>th</sup> day of May, 2017.

SOLOMON DWIGGINS & FREER, LTD.

/s/ Alexander G. LeVeque  
ALEXANDER G. LEVEQUE  
Nevada Bar No. 11183  
9060 West Cheyenne Avenue  
Las Vegas, Nevada 89129  
Telephone (702) 853-5483  
Facsimile (702) 853-5485  
[aleveque@sdfnvlaw.com](mailto:aleveque@sdfnvlaw.com)

*Attorneys for Petitioner*

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## **ROUTING STATEMENT – ASSIGNMENT TO THE COURT OF APPEALS**

This case is presumptively assigned to the Court of Appeals because it is a pretrial writ proceeding challenging a discovery order. *See*, NRAP 17(b)(8).

This statement is made pursuant to NRAP 28(a)(5).

## REQUEST FOR RELIEF

Petitioner, A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz (the “Executor”), by and through his undersigned counsel, Solomon Dwiggins & Freer, Ltd., hereby petitions this Honorable Court to issue an extraordinary writ of mandamus or prohibition commanding the Eighth Judicial District Court (the “District Court”), Honorable Gloria Sturman, to vacate and reverse the order entered on May 5, 2017, which wholly bars the Executor from taking the deposition by oral examination of a percipient fact witness during pretrial discovery (the “Protective Order”).

The District Court granted a pretrial motion made by the Dr. Miriam and Sheldon G. Adelson Educational Institute (the “School”) which requested relief in the form of an order protecting the School and Dr. Miriam Adelson (“Dr. Adelson”) from having Dr. Adelson’s oral deposition taken.

The Executor submits that the District Court acted arbitrarily and capriciously, and thus abused its discretion, by prohibiting Dr. Adelson’s deposition because she “wasn’t on the [School’s] board at the relevant period of time which is when Mr. Schwartz thinks he got [a naming rights] agreement” with the School. (Appendix (“App.”) at 015.) In so holding, the District Court seemingly focused in on only the formation element of the Executor’s breach of contract claim (i.e. the late Milton I. Schwartz contracting with the School for

perpetual naming rights) and ignored all other elements of the claim, mainly breach, and all other claims for relief. More importantly however, is that the District Court inappropriately imposed a burden on the Executor to disclose all of his reasons for wanting to examine Dr. Adelson and inappropriately disregarded the burden that the School was required to overcome under NRCP 26(c) for such a protective order. Moreover, the District Court also exceeded its jurisdiction by entering the Protective Order because it did so without making any specific findings that a protective order was proper and warranted in the first place.

#### **RULE 17 STATEMENT**

This Petition challenges a pretrial decision of the District Court concerning the prohibition of certain discovery. Accordingly, under NRAP 17(b)(8), it is presumed that the instant Petition will be assigned to the Nevada Court of Appeals. Notwithstanding this presumption, however, the instant Petition presents an important pretrial discovery issue that the Executor submits has not been squarely addressed by the Supreme Court of Nevada, which is: what is the quantum of evidence necessary to make a sufficient offer of proof that satisfies the low threshold found in NRCP 26(b) to take the oral deposition of a witness pursuant to NRCP 30? The Executor asserts that a civil litigant should be required to show no more than is necessary to establish that a deposition may lead to the discovery of admissible evidence. The Executor further asserts that a standard of such a minimal

showing protects a litigant from being forced to reveal his or her deposition and pretrial litigation strategy which the Executor further asserts is a question of statewide public importance, and is, therefore, proper to be considered and decided by the Supreme Court of Nevada. All Nevada district courts and hearing masters appointed pursuant to NRCP 55 should apply a uniform standard when a challenge is made to the taking of a non-party witness deposition that both acknowledges (1) that some offer of proof is probably required to satisfy NRCP (b)(1)'s low threshold; and (2) that a litigant should not be forced to reveal his or her entire hand when making that offer of proof.

### **ISSUES PRESENTED**

1. Did the District Court abuse its discretion and/or exceed its jurisdiction by prohibiting the oral deposition of Dr. Miriam Adelson notwithstanding (a) a sufficient showing by the Executor, pursuant to NRCP 26(b)(1), of why the deposition of Dr. Adelson may lead to the discovery of admissible evidence; and (b) no showing or finding of annoyance, embarrassment, oppression, or undue burden or expense?

2. Did the District Court abuse its discretion and/or exceed its jurisdiction by entering a NRCP 26(c) protective order without including any findings of particularized harm, annoyance, oppression, undue burden or expense?

3. If a district court requests an offer of proof as to why a NRCP 30 deposition should be had, what is the quantum of evidence necessary to meet the threshold articulated in NRCP 26(b)(1), and what is the appropriate remedy if a moving party shows “good cause” for a protective order notwithstanding a finding that examination of the witness may lead to the discovery of admissible evidence?

### **FACTUAL AND PROCEDURAL BACKGROUND**

In this case, there are competing claims between the School and the Executor. The School has brought a claim against the Executor which seeks to compel the Executor to pay a \$500,000.00 specific bequest (the “Specific Bequest”) made by the late Milton I. Schwartz (the “Decedent”) in his Last Will and Testament to “the Milton I. Schwartz Hebrew Academy.” (App. 019-029.) The Executor, on the other hand, has brought claims which seek damages and/or specific performance for an alleged breach of a naming rights agreement between the Decedent and the School. (App. 105-117, 173-179.)

The Executor asserts that the Specific Bequest at issue adeemed as a result of the School changing its legal and operative name from “The Milton I. Schwartz Hebrew Academy” to “The Dr. Miriam and Sheldon G. Adelson Educational Institute.” (App. 110-111.) The Executor further asserts that the Decedent intended to make the Specific Bequest only to a school bearing his name. *Id.*

With regard to the counterclaims against the School, the Executor asserts that, several years before the Decedent's death, the Decedent entered into a legally enforceable naming rights agreement with the School wherein the Decedent donated \$500,000.00 to the School, and further committed to obtain an additional \$500,000.00 from other Jewish benefactors, in consideration for perpetual naming rights to the School (the "Schwartz Agreement") (App. 106-107, 119-120, 279-280.) The Executor further asserts that the School breached the Schwartz Agreement shortly after the Decedent's August 2007 death by first removing the middle school grades of the School from the Milton I. Schwartz Hebrew Academy ("MISHA") and re-designating them as the "Middle School" of the Dr. Miriam and Sheldon G. Adelson Institute (the "Adelson Institute"), and then later by completely eliminating the MISHA namesake and re-designating grades K-5 as the "Lower School" of the Adelson Institute. (App. 108-109.)

Pretrial discovery commenced in early 2014. With the exception of Dr. and Mr. Adelson's depositions, discovery is now closed. During discovery, the School produced copies of its board meeting minutes, copies of its articles of organization and bylaws, copies of documents pertaining to the formation and promotion of the Adelson Institute, and other relevant documents. (App. 180-190.)

Certain documents produced in discovery evidence Dr. Adelson's knowledge of, and personal involvement with, (1) the formation of the Adelson

Institute, (2) the original intent and purpose of the Adelson's involvement with the School, (3) the School's decision to change the corporate name of the School from "The Milton I. Schwartz Hebrew Academy" to "The Dr. Miriam and Sheldon G. Adelson Educational Institute," and; (4) other events relevant to the Executor's claims and defenses in this case. (App. 004, 022, 035-036, 172, 284-286, 288-289, 291-292, 294-295, 297.)

On June 8, 2016, the Executor served a subpoena on Dr. Adelson for her oral deposition and for certain documents. (App. 191-195.) On April 11, 2017, the School filed a motion for protective order which sought "an order of protection to issue preventing the [Executor] from taking the deposition of Dr. Miriam Adelson." (the "Motion for Protection") (App. 196-206.) Notably, in its written Motion for Protection and during oral argument, the School conceded that Dr. Adelson does have personal knowledge of the process of changing the School's name. (App. 004, 203.)<sup>1</sup>

In support of its Motion for Protection, the School advanced the following arguments for a NRCP 26(c) protective order:

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<sup>1</sup> During the hearing on the School's Motion for Protection, the Executor notified the District Court of this concession. (App. 014.) The District Court, however, disregarded it because it believed that the Executor could get everything he needed on the subject from Mr. Adelson: "What are you going to get from Dr. Adelson that you can't get from Mr. Adelson?" *Id.*



1. The Executor had already deposed several other School board members during discovery, and, therefore, deposing Dr. Adelson would be cumulative.<sup>2</sup> (App. 200, 205.);
2. Although Dr. Adelson has been, and currently is, a School board member, she was not a board member when the Decedent allegedly entered into the Schwartz Agreement with the School, and, therefore, Dr. Adelson couldn't possibly have anything relevant to say. (App. 204.); and
3. The fact that the School bears Dr. Adelson's name and the fact that Dr. Adelson was present during at least one board meeting in which the Board discussed changing the School's name to the Adelson Institute "[does] not justify or support the imposition, inconvenience or burden of a deposition on Dr. Adelson." (App. 204.)

On April 17, 2017, the Executor filed his opposition to the Motion for Protection (the "Opposition"). (App. 270-303.)<sup>3</sup> In his Opposition, the Executor provided several specific offers proof as to why Dr. Adelson would likely have

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<sup>2</sup> It should be noted that the School had no objection to the Executor taking the depositions of all other board members deposed in this case. It should be further noted that the School has no objection to taking Sheldon Adelson's deposition either. (TX, at p. 2:10-12).

<sup>3</sup> Note that the Appendix contains the redacted version of the Opposition due to a stipulated confidentiality order in place. The un-redacted version, per this Court's instruction, will be delivered to the Court separately.

personal knowledge of relevant events in this case, but more importantly, as to why Dr. Adelson's deposition may lead to the discovery of admissible evidence, including the following:

1. Dr. Adelson served on the School's Board from 1997 to 2000 where it is reasonably foreseeable that the Schwartz Agreement, or other naming rights issues, was discussed by the Board. (App. 232, 273-274.) Indeed, the School's Bylaws were amended on April 13, 1999, which expressly state that the name of the School "is the Milton I. Schwartz Hebrew Academy and will remain so in perpetuity." (App. 145, 234.)
2. Dr. Adelson signed a letter in 2007 acknowledging that the "Adelson School" was going to be private Jewish high school located adjacent to the already existing Milton I. Schwartz Hebrew Academy, and further acknowledging that MISHA included preschool through eighth grade. (App. 272, 282.)
3. Dr. Adelson was present during the February 8, 2008, School board meeting. On that same day, the Board prepared a resolution which amended the School's corporate entity name which the Executor contends was a direct breach of the Schwartz Agreement and further caused the Decedent's bequest to the School to adeem because it was no

longer named “The Milton I. Schwartz Hebrew Academy.” (App. 273, 291, 294-295.)

4. Dr. Adelson presently serves on the School’s Board and it reasonably foreseeable that the subject of the School’s naming rights was brought up during board meetings where she was present. (App. 232, 273-274.)
5. According to the minutes of the School’s January 8, 2013, board meeting, Dr. Adelson signed a new naming rights agreement with the School, on behalf of the Adelson Foundation. (App. 274, 297.) Notably, this agreement was not produced by the School during discovery notwithstanding several requests made by the Executor for its production. (App. 247.)

Additionally, during the hearing on the Motion, the Executor made the point that Dr. Adelson is very involved in the Las Vegas Jewish community and that is very possible that she spoke about the School’s name, the addition of the Adelson high school, the ultimate name change to the Dr. Miriam and Sheldon G. Adelson Educational Institute to School board members during periods of time when she was not on the Board. (App. 011.)

Notwithstanding the fact that the School did not establish any “good cause” for a protective order, and notwithstanding the fact that the Executor gave the District Court way more than was necessary to meet his burden under NRCP

26(b)(1), the District Court granted the Motion for Protection.<sup>4</sup> Notably, the District Court's Protective Order is devoid of any specific findings supporting the complete prohibition of Dr. Adelson's deposition by oral examination. (App. 251-252.) During the hearing, however, the District Court appeared to base its ruling on only one fact, which is that Dr. Adelson did not sit on the Board during the period of time that the Schwartz Agreement was allegedly formed:

THE COURT: To me it seems like we need to figure out if you need her deposition and I'm not understanding why you need it. She wasn't on the board at the relevant period of time which is when Mr. Schwartz thinks he got this agreement. Who agreed to that agreement? Not Mrs. Adelson, she — Dr. Adelson, she wasn't on the board. I just — you know, I'm not understanding this.

If — if I'm wrong and Mr. Adelson does say my wife knows everything, my wife negotiated which I am really doubting is going to happen, I would certainly way you could come back and — and show a — show grounds why you need it, but otherwise she's — she was not on the board at any period that appears to me to be relevant she she's not currently — she came on the board after the 2013 agreement when the Adelsons whatever it's calls, Adelson Educational Campus agreement came into place. She wasn't on the board. So —

(App. 015.)

Following the District Court's statement, counsel for the Executor attempted to explain to the District Court that it was erroneously only focusing on the formation element of a breach of contract action and that there are many more areas of relevant inquiry but was cut off by the District Court. (App. 015.) Earlier

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<sup>4</sup> The District Court technically granted the motion without prejudice because it left open a door for the Executor to request Dr. Adelson's deposition again if the Executor "can show that there's something that she would uniquely have in her possession, some knowledge that is unique to her..." (App. 015-016.)

during the hearing, however, counsel for the Executor did point out to the District Court that the School was trying to put blinders on the District Court by only focusing on whether Dr. Adelson had any knowledge of the formation of the Schwartz Agreement, and if she didn't, there would be no conceivable basis to depose her on anything else. (App. 8.) In retort, the District Court imposed a burden on the Executor to explain what Dr. Adelson would say in response lines of questioning pertaining to all of the claims. *Id.*

Implicit in the District Court's ruling was a concession that an examination of Dr. Adelson may lead to the discovery of admissible evidence because it did order that the Executor could take Dr. Adelson's deposition by written interrogatories, pursuant to NRCP 31, on the condition that the School "is permitted to object to any interrogatory to the fullest extent permitted under the Nevada Rules of Civil Procedure and Nevada law." (App. 017, 251-252.) Stated differently, logic suggests that Court did not base its Protective Order on any finding that the anticipated examination of Dr. Adelson could not lead to the discovery of admissible evidence because such a finding would have eliminated the possibility of an NRCP 31 deposition upon written questions as well.

In so doing, the District Court granted Dr. Adelson special treatment and consideration, not afforded to any other Board members, based on who she is and that the expense of such special treatment and consideration should be borne by the

Executor in the form of cumbersome and pragmatically ineffective interrogatory questions that would be drafted and vetted by counsel.

### PROPRIETY OF WRIT RELIEF

The District Court deprived the Executor his right to depose a material witness before trial by oral examination. Moreover, Dr. Adelson has already entered self-serving testimony in the record regarding the extent of her alleged knowledge pertaining to the School's naming rights. (App. 232-233.) In the absence of a deposition by oral examination, the Executor cannot effectively cross-examine her on that testimony before trial.

A writ "shall be issued in all cases where there is not a plain, speedy and adequate remedy in the ordinary course of law." NRS 34.170; *see also Int'l Game Tech., Inc. v. Second Jud. Dist. Ct.*, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008).

"A writ of mandamus may be issued 'to control a manifest abuse or arbitrary or capricious abuse of discretion.'" *Attorney Gen. v. Justice Ct. of Las Vegas Twp.*, 133 Nev. Adv. Op. 12, \_\_ p.3d \_\_ (2017) (quoting *State v. Eighth Jud. Dist. Ct. (Armstrong)*, 127 Nev. 927, 931, 267, P.3d 777, 779 (2011)). "A manifest abuse of discretion is a clearly erroneous interpretation of the law or a clearly erroneous application of a law or rule." *Id.* (quoting *Armstrong*, at 127 Nev. 932, 267 P.3d 780).

“Under certain circumstances, ‘a writ of mandamus may be issued to compel the district court to vacate or modify a discovery order.’” *Okada v. Eighth Jud. Dist. Ct.*, 131 Nev. Adv. Op. 83, 359 P.3d 1106, 1110 (2015) (quoting *Valley Health Sys., LLC v. Eighth Jud. Dist. Ct.*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249 (2012)). Although discovery matters are within the district court’s sound discretion, this Court will disturb a district court’s discovery ruling if the court “has clearly abused its discretion.” *Club Vista Financial Servs. v. Dist. Ct.*, 128 Nev. Adv. Op. 21, 276 P.3d 246, 249 (2012) (citing *Matter of Adoption of Minor Child*, 118 Nev. 962, 968, 60 P.3d 485, 489 (2002)). This Court properly exercises its discretion to review discovery orders if the order “is one that is likely to cause irreparable harm, such as a blanket discovery order, issued without regard to the relevance of the information sought, or an order that requires disclosure of privileged information.” *Id.*, at 249 (citing *Hetter v. Dist. Ct.*, 110 Nev. 513, 515, 874 P.2d 762, 763 (1994)).

This Court has also recognized that a writ of prohibition is an appropriate remedy to prevent improper discovery. *See Wardleigh v. Second Jud. Dist. Ct.*, 111 Nev. 345, 350 (1995) (“Prohibition is the remedy which is generally employed to prevent improper discovery.”) (citations and quotations omitted).

In this case, the Executor submits that in addition to acting arbitrarily and capriciously thereby warranting a writ of mandamus, the District Court exceeded

its jurisdiction by requiring the Executor to depose Dr. Adelson by written interrogatory without any grounds identified in NRCP 26(c), thereby also warranting a writ of prohibition. Dr. Adelson has been listed as a witness with potential knowledge in the Executor's NRCP 16.1 disclosures since July of 2016. (App. 255.) This case is to be tried by a jury (App. 268-269.) The Executor is entitled to know what Dr. Adelson's anticipated testimony will be and is also entitled to discover how she will likely present to the jury if she is called as a witness. Anything less would materially prejudice the Executor's trial preparation.

Additionally, "in certain cases, consideration of a writ petition raising a discovery issue may be appropriate if an important issue of law needs clarification and public policy is served by this [C]ourt's invocation of its original jurisdiction." *Okada*, at 359 P.3d 1110 (quoting *Las Vegas Sands Corp. v. Eighth Jud. Dist. Ct.*, 130 Nev. Adv. Op. 61, 331 P.3d 876, 878-79 (2014)).

This case presents this Court an opportunity to clarify what the appropriate remedies are for situations where a challenge is made to the deposition of a witness by oral examination and a protective order is sought. Uniform application of Nevada's civil deposition rules serves the public interest. *See Okada*, at 131 Nev. Adv. Op. 83, 359 P.3d 1110.



## ARGUMENT

### **I. The District Court Abused Its Discretion By Ordering A Blanket Prohibition Of The Oral Deposition Of Dr. Miriam Adelson.**

An arbitrary and capricious action is “willful and unreasoning action, action without consideration and in disregard of the facts and circumstances.” *Herman v. State of Washington Shorelines Hearings Bd.*, 149 Wash.App. 444, 460, 204 P.3d 928, 934 (2009) (quoting *Smith v. Hollenbeck*, 48 Wash.2d 461, 294 P.2d 921 (1956)). A district court acts arbitrarily and capriciously if its findings are not supported by substantial evidence. *See Clark County Educ. Ass’n v. Clark County School Dist.*, 122 Nev. 337, 342, 131 P.3d 5, 8-9 (2006) (defining the arbitrary and capricious standard in the context of reviewing arbitration awards). “Substantial evidence is evidence that a reasonable mind might accept as adequate to support a conclusion.” *Whitemaine v. Aniskovich*, 124 Nev. 302, 308, 183 P.3d 137, 141 (2008).

#### **A. The School Had The Burden Of Showing Why Dr. Adelson’s Deposition Should Not Occur At All And Failed To Overcome That Burden.**

“[P]rotective orders ‘should be sparingly and cautiously granted.’” *Baron Fin. Corp. v. Natanzon*, 240 F.R.D. 200, 202 (D. Md. 2006) (quoting *Medlin v. Andrew*, 113 F.R.D. 650, 652 (M.D.N.C. 1987)). “It is very unusual for a court to prohibit the taking of a deposition altogether and absent extraordinary circumstances, such an order would likely be in error.” *Salter v. Upjohn Co.*,

593 F.2d 649, 651 (5th Cir. 1979) (citing 4 J.Moore & J.Lucas, Moore's Federal Practice P 26.69 (3d ed. 1976); 8 C.Wright & A.Miller, Federal Practice & Procedure s 2037 (1970)) (emphasis added).

For a pretrial discovery order of protection to issue, the moving party is required to make a showing of “good cause.” NRCP 26(c). *See, e.g., In re Agent Orange Product Liability Litigation*, 821 F.2d 139, 145 (2d Cir. 1987) (superseded by amended rule on unrelated grounds) (“[I]f good cause is not shown, the discovery ... in question should not receive judicial protection”).<sup>5</sup> “[Federal] Rule 26(c) ... is not a blanket authorization for the court to prohibit disclosure of information whenever it deems it advisable to do so, but is rather a grant of power to impose conditions on discovery in order to prevent injury, harassment, or abuse of the court’s process.” *Bridge C.A.T. Scan Associates v. Technicare Corp.*, 710 F.2d 940, 944-45 (2d Cir. 1983). “The party seeking the protective order has the burden of showing that good cause exists by stating particular and specific facts.” *McKenna v. Chesnoff*, 2017 WL 714342 (D. Nev. 2017) (citing *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1130 (9th Cir. 2003). “Broad allegations of

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<sup>5</sup> This Court may look to the federal courts’ interpretations of similar federal rules for guidance. *See Moseley v. Eighth Jud. Dist. Ct.*, 124 Nev. 662-63, 188 P.3d 1136, 1142 (2008) (citing *Nelson v. Heer*, 121 Nev. 832, 834, 122 P.3d 1252, 1253 (2005) (recognizing that “federal decisions involving the Federal Rules of Civil Procedure provide persuasive authority when this [C]ourt examines its rules.”)).

harm, unsubstantiated by specific examples or articulated reasoning, to not satisfy the Rule 26(c) test.” *Id.*

Here, the only showing of good cause as to why the oral examination of Dr. Adelson should be completely prohibited was that Dr. Adelson was not on the School’s Board when the Schwartz Agreement was entered into. (App. 202, 204.) The non sequitur argument advanced by the School (which was apparently accepted by the District Court) was that Dr. Adelson, therefore, could not possibly have any potential relevant testimony as to any claim or defense in this case. (App. 015, 204.) Because of this alleged lack of personal knowledge on one narrow subject, Dr. Adelson would therefore unduly suffer if forced to endure an oral examination.

Ignored in the District Court’s reasoning is that there are numerous other subject areas, other than formation of the Schwartz Agreement, which are relevant to the various claims and affirmatives defenses in this case. The Executor alleges, for example, that the Schwartz Agreement was breached on multiple occasions, beginning in 2007 and continuing through the present, during periods of time where Dr. Adelson was intimately involved with the School. (App. 272-274.) The School has freely admitted that Dr. Adelson has personal knowledge of the new naming rights agreement between the School and the Adelsons, which the Executor contends is a breach of the Schwartz Agreement. (App. 004.) Similarly,

the School does not dispute that Dr. Adelson signed a letter in 2007 which evidences that she likely has knowledge that the original intent and purpose of her contribution to the School was to build a high school, not to commandeer the entire School. (App. 005, 282.) Similarly, the School does not dispute the existence of meeting minutes from the Board's February 12, 2008, meeting which evidence Dr. Adelson's attendance, and a draft Board resolution of the same date which resolved to change the School's corporate name. (App. 291-292.)

Also ignored in the District Court's reasoning is the fact that it is reasonably foreseeable that the subject of the Schwartz Agreement and the subsequent Adelson Agreement were discussed during board meetings where Dr. Adelson was undisputedly on the Board. Based on the foregoing, to presume that Dr. Adelson would have no personal knowledge whatsoever of the fact that the School was once named "The Milton I. Schwartz Hebrew Academy" or the facts leading up to the School being renamed "The Dr. Miriam and Sheldon G. Adelson Educational Institute" constitutes manifest error.

The Protective Order is overbroad because the alleged harm could have been remedied by a less restrictive means. Even if one were to assume that the District Court's concern about Dr. Adelson's anticipated lack of personal knowledge of the facts and circumstances surrounding the formation of the Schwartz Agreement was

legitimate<sup>6</sup>, such concern could be redressed with a limited protective order prohibiting a specific line of questioning. *See* NRCP 26(c)(4). Protective orders, by their nature, contravene the spirit of broad and liberal civil discovery and therefore should only be issued after a finding of a particularized harm, after balancing the public and private interests to determine whether a protective order is necessary. *See Rivera v. NIBCO, Inc.*, 364 F.3d 1057, 1063-64 (9th Cir. 2004).

**B. Conversely, The Executor Made A Sufficient Offer Of Proof As To Why The Examination Of Dr. Adelson May Lead To The Discovery Of Admissible Evidence.**

“Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it related to the claim or defense of the party seeking discovery or to the claim or defense of any other party ... It is not ground for objection that the information sought will be inadmissible at the trial of the information sought appears reasonably calculated to lead to the discovery of admissible evidence.” NRCP 26(b)(1).

“Nevada’s discovery rules ‘grant broad powers to litigants promoting and expediting the trial of civil matters by allowing those litigants an adequate means of discovery during the period of trial preparation.’” *Club Vista*, at 128 Nev. Adv. Op. 21, 276 P.3d 249 (quoting *Maheu v. Dist. Ct.*, 88 Nev. 26, 42, 493 P.2d 709,

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<sup>6</sup> The Executor contends that such concern is not legitimate because one simple deposition question could resolve whether Dr. Adelson has any personal knowledge of the formation of the Schwartz Agreement.

719 (1972)). “NRCP 26(a) permits discovery of information in a variety of methods including ‘depositions upon oral examination.’” *Id.* “Such depositions are governed by NRCP 30, which allows a party to depose ‘any person’ by oral examination.” *Id.* (citing NRCP 30(a)(1)).

In this case, the District Court flipped this standard on its head by creating a legally unsupported presumption that Dr. Adelson’s deposition by oral examination was off limits unless the Executor could establish good cause to proceed. The materially erroneous presumption that the Court apparently made in arriving at its conclusion was that the only conceivable way that Dr. Adelson could have anything relevant to say about the claims and defenses in this case would be if she were a board member during periods of time when the School’s name changed. Stated differently, the District Court held that the Estate has no right to depose Dr. Adelson by oral examination unless Dr. Adelson served as an official board member during the times of name change.

While the Executor acknowledges that the District Court enjoys discretion to inquire generally as to the why a party would want to take the deposition of a certain non-party witness, all that is required of the party is to make an offer of proof sufficient to meet NRCP 26(b)(1)’s low threshold. Even this inquiry, however, should be reserved by the District Court for when a requested deposition of a witness facially seems unusual.

In this case, there is nothing facially unusual about the Executor wanting to take the deposition of Dr. Adelson. The School is named, in part, after Dr. Adelson. (App. 073.) Dr. Adelson currently sits on the School's board and also previously sat on the School's board. (App. 232-233.) Dr. Adelson was present during a Board meeting where a draft resolution was likely passed around to approve the School's corporate name change to The Dr. Miriam and Sheldon G. Adelson Educational Institute. (App. 291-292, 294-295.) Dr. Adelson knew Milton I. Schwartz. (App. 233.) Dr. Adelson has acknowledged that her initial intent was to build a high school adjacent to the Milton I. Schwartz Hebrew Academy. (App. 282.) All of these points were presented to the District Court in opposition to the School's Motion for Protection. Each provides an independent basis under NRCP 26(b)(1) for the Executor to take Dr. Adelson's deposition by oral examination. Accordingly, the District Court's summary denial of the Executor's right to depose Dr. Adelson constituted an abuse of discretion.

**II. The District Court Improperly Issued A Protective Order Because There Were No Specific Findings As To Why A Deposition By Oral Examination Would Cause Undue Harm to Dr. Adelson.**

Under Nevada law, a district court can only issue a protective pursuant to NRCP 26(c) if "justice so requires" to protect a person from "annoyance, embarrassment, oppression or undue burden or expense[.]" In its written Order, the District Court makes no findings whatsoever in support of the protective order.

(App. 251-252.) Moreover, nothing was presented by the School to suggest that the mere act of having Dr. Adelson sit down before a court reporter and the Executor to answer some questions posed by the Executor under oath would *per se* cause embarrassment, oppression or undue burden or expense. The absence of specific findings in the Protective Order indicates that the Court couldn't make any specific findings. Accordingly, the District Court abused its discretion and/or exceeded its jurisdiction by entering the Protective Order without any predicate findings of particularized harm.

Any concerns that the School has with the possibility of subjecting Dr. Adelson to potential oppressive, annoying or embarrassing examination can be resolved with an adjournment of the deposition pursuant to NRCP 30(d)(3) which provides that "[a]t any time during a deposition, the deponent or any party may move to terminate or limit it on the grounds that it is being conducted in bad faith or in a manner that unreasonably annoys, embarrasses, or oppresses the deponent or party." This point was also raised by the Executor in its Opposition and was also apparently rejected by the District Court. (App. 274-275.)

**III. This Court Should Reconcile And Clarify The Interplay Between NRCP 26(b)(1), NRCP 26(c), And NRCP 30(d)(3) To Provide Guidance To District Courts When A Litigant Seeks To Limit A Party's Right To Take The Deposition Of A Witness By Oral Examination.**

"[I]n certain cases, consideration of a writ petition raising a discovery issue may be appropriate if an important issue of law needs clarification and public



policy is served by this court's invocation of its original jurisdiction.” *Okada*, at 131 Nev. Adv. Op. 83, 359 P.3d 1110.

In a nutshell, the Executor submits that he was harmed by the District Court’s Protective Order because the District Court imposed an unfair burden on him by having to set forth on the record all of the reasons for why he wanted to take Dr. Adelson’s deposition. The Executor submits that he provided more than enough by way of an offer of proof as to why his anticipated examination of Dr. Adelson may lead to the discovery of admissible evidence. The Executor further submits, however, that he did not set forth each and every reason as it would force him to reveal his hand and prejudice his ability to conduct a deposition. Under the Nevada Rules of Civil Procedure, the Executor is not required to.

This case presents this Court an opportunity to clarify what the appropriate remedies are for situations where a challenge is made to the deposition of a witness by oral examination and a protective order is sought. Uniform application of Nevada’s civil deposition rules serves the public interest. *See Okada*, at 131 Nev. Adv. Op. 83, 359 P.3d 1110.

Disclosure of a party’s litigation strategy is something that trial courts should seek to avoid during pretrial discovery. This Court has acknowledged as much in situations where a party seeks to depose opposing counsel. *See Club Vista*, at 128 Nev. Adv. Op. 21, 276 P.3d, 249-50 (“such depositions could provide a

back-door method for attorneys to glean privileged information about an opponent's litigation strategy from the opposing attorney's awareness of various documents.") (quoting *In re Subpoena Issued to Dennis Friedman*, 350 F.3d 65, 70 (2d. Cir. 2003)); *see also Wardleigh*, at 111 Nev. 358, 891 P.2d 1188. An offer of proof as to why the deposition of a witness may lead to the discovery of admissible evidence, therefore, should be minimal so as to avoid the unnecessary and prejudicial disclosure of a party's deposition and litigation strategy.

As a general rule, a party has the right to take the deposition of another party or a witness before trial. *See Leve v. General Motors. Corp.*, 43 F.R.D. 508, 511 (S.D.N.Y. 1967); and NRCP 30(a)(1). During examination, and absent an applicable privilege, a witness is required to answer all questions where the testimony sought appears reasonably calculated to lead to the discovery of admissible evidence. *See e.g. Chemical & Indus. Corp. v. Druffel*, 301 F.2d 126, 129 (6th Cir. 1962); *Braziller v. Lind*, 32 F.R.D. 367, 368 (S.D.N.Y. 1963); *see also* NRCP 26(b)(1).

If a party or witness believes that the scope of examination exceeds the liberal discovery standard, he or she may move to terminate or limit the deposition. NRCP 30(d)(3); *see also Druffel*, 301 F.2d at 129 ("The extent that a party may go in seeking discovery is subject to protective orders that the judge may make under [Federal] Rule 30(b) or (d)."). However, it is usually the "manner" in which the

examination is conduct that results in a protective order, not the subject matter of the inquiry:

[I]t should be clearly understood it is not the embarrassment or annoyance which may be caused by unfavorable answers that is the criteria of 30(d)(3). It is the ‘manner’ in which the interrogation is conducted that is grounds for refusing to proceed, following by the required motion to seek relief. Likewise, the mere fact that more than one irrelevant question is asked, or even that a series of irrelevant questions is asked does not, by itself, constitute annoyance or oppression contemplated by (30)(d)(3).

*In re Stratosphere Corp. Sec. Lit.*, 182 F.R.D. 614, 619 (D.Nev. 1998).

In this case, the District Court put the cart before the horse in terms of whether a deposition by oral examination would subject Dr. Adelson to unreasonable annoyance, oppression, undue burden or expense. The District Court made its ruling before any questions had even been posed to Dr. Adelson. In the District Court’s view, an anticipated line of questioning – whether Dr. Adelson knew anything about the formation of the Schwartz Agreement – was the exclusive basis for the order completely barring Dr. Adelson’s deposition. What were not utilized by the District Court were the remedies provided in NRCP 30(d)(3) [which the Executor submits would be the appropriate remedy in the event the School found a particular question or questions unreasonably annoying, oppressive or embarrassing] and NRCP 26(c)(4).

In light of the foregoing, the Executor submits that the following is the analysis a district court should perform whenever an objection is raised with respect to a non-party witness being deposed:

- First, the moving party seeking an NRCP 26(c) protective order must present the Court with specific and particularized facts which he or she alleges forms the element of “good cause” for a protective order.
- If “good cause” is not shown, the protective order must be denied. If, however, the district court believes that some “good cause” has been shown, the district court should then request a basic offer of proof from the opposing party as to why the examination may lead to the discovery of admissible evidence. The district court must limit its inquiry to the NRCP 26(b)(1) standard so as to avoid the disclosure of the opposing party’s litigation strategy.
- If the opposing party cannot articulate any reasons for why the examination may lead to the discovery of admissible evidence, the district court may enter an order prohibiting the deposition.
- If, however, the opposing party makes a sufficient offer of proof, the deposition should move forward and the movant would still have all remedies provided under NRCP 30(d)(3) for unreasonably annoying, embarrassing or oppressive examination.

- To the extent that the district court finds “good cause,” the district court should only limit the examination to the extent necessary to protect the witness from annoyance, embarrassment, oppression or undue burden or expense, which, absent rare and exceptional circumstances, should never be a complete prohibition of the examination. *See Salter*, at 593 F.2d 651.

Had this analysis been performed by the District Court in the case at bar, Dr. Adelson’s deposition by oral examination would have likely been ordered and the School would still have all of its remedies under NRCP 30(d) to adjourn the deposition subject to a motion to terminate or limit the examination for any unreasonably annoying, oppressive or embarrassing questions.

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## CONCLUSION

The Executor respectfully requests that this Court issue a writ of mandamus or prohibition reversing the District Court's Protective Order which currently provides that the Executor may only depose Dr. Miriam Adelson by deposition upon written interrogatories pursuant to NRCP 31, and further requiring the District Court to deny the Motion for Protection for the reasons stated herein.

DATED this 17<sup>th</sup> day of May, 2017.

SOLOMON DWIGGINS & FREER, LTD.

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*Attorneys for Petitioner*

**VERIFICATION**

STATE OF NEVADA    )  
                                  ) ss:  
COUNTY OF CLARK    )

I, ALEXANDER G. LEVEQUE, being first duly sworn, do depose and say as follows:

1.     I am an attorney with the firm of Solomon Dwiggin & Freer, Ltd. and I am counsel of record for A. JONATHAN SCHWARTZ, Executor of the ESTATE OF MILTON I. SCHWARTZ in the matter filed in the Eighth Judicial District Court of the State of Nevada, in and for Clark County, Case No. 07-P-061300, Dept. XXVI, entitled:

In the Matter of the Estate of Milton Schwartz, Deceased

2.     The statements contained herein, except where otherwise indicated to be upon information and belief, are based on my personal knowledge, are true, accurate and correct, are made under penalty of perjury, and if I were called to testify regarding the matters herein, I would testify consistently therewith.

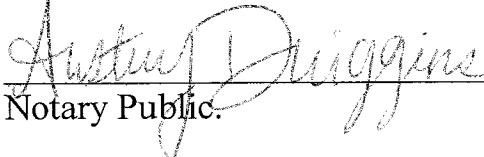
3.     This verification is made by me pursuant to NRAP 21(a) in that the facts relevant to this Petition for Mandamus or Prohibition are within my knowledge as the Executor's counsel of record.

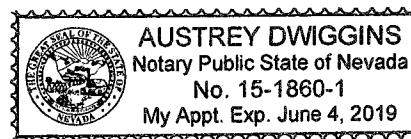
4. I know the contents of this Petition for Writ of Mandamus or Prohibition and the facts stated therein are true of my own knowledge and based on the proceedings and papers filed by the parties in the case below.

5. True and correct copies of relevant papers served and filed by the parties in the case below, relevant to the issues raised in the Petition for Writ of Mandamus or Prohibition are contained in the Appendix to this Petition.

  
ALEXANDER G. LEVEQUE, ESQ.

SUBSCRIBED and SWORN to before me  
By Alexander G. LeVeque this 17<sup>th</sup> day of  
May, 2017.

  
Notary Public.





## **CERTIFICATE OF COMPLIANCE**

1. I hereby certify that this Petition complies with the formatting requirements of NRCP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRCP 32(a)(6) because this petition has been prepared in a proportionally spaced typeface using Microsoft ® Word 2010 in 14 point Times New Roman font.

2. I further certify that this Petition complies with the page-volume or type-volume limitations of NRCP 32(a)(7) because, excluding the parts of the Petition exempted by NRAP 32(a)(7)(C), it is proportionately spaced, and has a typeface of 14 points or more.

3. Finally, I hereby certify that I have read this Petition, and to the best of my knowledge, information and belief, it is not frivolous or not interposed for any improper purpose. I further certify that this Petition complies with all applicable Nevada Rules of Appellate Procedure, including the requirement that every assertion in the Petition regarding matters in the record to be supported by a reference to the page of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated his 17<sup>th</sup> day of May, 2017.

SOLOMON DWIGGINS & FREER, LTD.

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*Attorneys for Petitioner*

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of the law firm Solomon Dwiggin & Freer, Ltd., and that on the 17<sup>th</sup> day of May, 2017, I have caused a true and correct copy of the foregoing PETITION FOR WRIT OF MANDAMUS OR PROHIBITION to be served electronically to the following parties as listed on the CM/ECF list:

J. Randall Jones, Esq.  
KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
[r.jones@kempjones.com](mailto:r.jones@kempjones.com)

*Attorneys for The Dr. Miriam & Sheldon G.  
Adelson Educational Institute, Real Party in Interest*

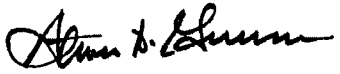
And by depositing a copy in U.S. Mail, postage prepaid to:

The Honorable Gloria Sturman  
Department XXVI  
Eighth Judicial District Court  
200 Lewis Avenue  
Las Vegas, Nevada 89155

/s/ -- Renee L. Guastafarro

---

An employee of Solomon Dwiggin & Freer, Ltd.



CLERK OF THE COURT

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DISTRICT COURT

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CLARK COUNTY, NEVADA

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IN THE MATTER OF THE ESTATE OF  
MILTON SCHWARTZ

CASE NO. 07P061300

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DEPT. XXVI

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BEFORE THE HONORABLE GLORIA J. STURMAN  
DISTRICT COURT JUDGE

13

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WEDNESDAY, APRIL 19, 2017

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**TRANSCRIPT OF PROCEEDINGS**

17

**MOTION: MOTION FOR PROTECTIVE ORDER  
ON ORDER SHORTENING TIME**

18

19

20

APPEARANCES:

21

For the Estate:

ADAM LEVEQUE, ESQ.

22

For the School:

RANDALL JONES, ESQ.

23

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RECORDED BY: KERRY ESPARZA, COURT RECORDER

1 Wednesday, April 19, 2017 at 11:04 a.m.

2  
3 THE COURT: 61300? Milton Schwartz.

4 MR. LEVEQUE: Morning, Your Honor. Alex Leveque on behalf the estate.

5 MR. JONES: Morning, Your Honor. Randall Jones on behalf of the school.

6 THE COURT: Okay. So Mr. Jones, this is your motion for protective order  
7 with respect to Dr. Adelson.

8 MR. JONES: It is, Your Honor, thank you. I don't know if you recall it's been  
9 some time since we were last before you was in connection with the deposition of --  
10 well actually the service of the subpoenas for Dr. Adelson and Mr. Adelson. At the  
11 time we were here we really only talked about Mr. Adelson. Mr. Adelson had agreed  
12 to -- to appear and -- and -- and go forward with the deposition.

13 At the time, at least it was my recollection that the Schwartz estate said  
14 they weren't necessarily sure they were going to proceed with the deposition of Dr.  
15 Adelson, although they weren't conceding the issue as I recall. And I think even the  
16 Court made a comment of -- well I certainly made a comment I don't see any reason  
17 why Dr. Adelson should have to be bothered by this and I think the Court even  
18 chimed in I -- I think you said you didn't necessarily see why either.

19 Obviously that hadn't been briefed and wasn't before you and so you  
20 didn't hear their arguments, but I -- and I -- and I don't want to belabor this issue, but  
21 they've deposed 22 witnesses and they're going to depose Mr. Adelson in a couple  
22 of weeks. I've seen their argument now and I appreciate the fact that they don't  
23 have to lay out their strategy. I don't know that I was surprised by anything they  
24 said, but they certainly told me and you what they believe to be the reasons why  
25 they should be allowed take Dr. Adelson's deposition.

-2-

1 Obviously our position is that her involvement in this matter is extremely  
2 tangential at best. The one issue that we anticipated they would bring up for sure  
3 was this video that had been taken at -- at a appreciation dinner and if you read the  
4 transcript, certainly Mr. Schwartz at the time that he made that video or was involved  
5 in that video made the same self-serving arguments that he -- his estate is now  
6 making in the lawsuit, but if you look at what Dr. Adelson asked in the video, it --it  
7 supplies no evidence whatsoever that supports their theory. She's basically asking  
8 basic questions and Mr. Schwartz is saying yeah, I -- it's my school and -- and I  
9 should be entitled to -- or -- or with names and -- and my name in perpetuity.

10 With respect to the documentation, I don't think there's any dispute  
11 about the documentation. It is what it is. Dr. Adelson was not on the board at the  
12 time that a resolution was passed, by the way, by Mr. Schwartz who was at the time  
13 I believe the chairman of that board and he got to a resolution. There's never been  
14 a contractual agreement of any kind that's been presented --

15 THE COURT: Right.

16 MR. JONES: -- that after Mr. Schwartz was involved in getting a resolution  
17 which is not a -- a timeless and -- and cast-in-stone, if you will, document.  
18 Resolutions can be overturned which in fact they were subsequently, but even  
19 based on that resolution.

20 Mr. Schwartz ultimately left the school over a dispute that happened in  
21 the early '90s. They changed the name back after he allegedly had his name on the  
22 school in perpetuity and then when he came back and there was a reconciliation,  
23 they agreed to put his name back on the school. That had nothing to do with Dr.  
24 Adelson or Mr. Adelson for that matter and anything that -- that they presumably can  
25 get related to this issue they can get from Mr. -- Mr. Adelson whose deposition

1 they're going to take.

2           So it just seems that to -- to us in looking at this under Rule 26(c) that  
3 this really is oppressive and burdensome and -- and completely unnecessary.  
4 Certainly, you -- you can argue take depositions that are extremely tangential and  
5 you can always try to make some kind of a relevance argument, but as they point  
6 out in their own brief, this Court has the discretion to allow that or not so the  
7 question is, is it really necessary for them to pursue this deposition to gain any  
8 relevant evidence that -- that will support their argument and I have seen nothing in  
9 the briefs that they've submitted that suggest Dr. Adelson would have anything to  
10 say about Mr. Schwartz's name being put on the school in perpetuity.

11           She might have some relevant testimony about the naming of the  
12 Adelson Campus. I don't dispute that. But that's not what this case is about, ever.  
13 It's never been about the Adelson Campus, it's only been about whether Mr.  
14 Schwartz's name should stay on the lower school in perpetuity and she can offer  
15 nothing, not one thing and nothing in their brief that they've offered to you supports  
16 the proposition that she has any knowledge whatsoever of that issue, which by the  
17 way is the only relevant issue to the case.

18           THE COURT: And they've attached some documents in addition to this  
19 transcript from the appreciation dinner, some documents, you know, when they  
20 renamed the school the Adelson School when they got the 50 million and some  
21 other board minutes. She's not -- and I think there's a letter that was in one of the --

22           MR. JONES: That's right.

23           THE COURT: -- appreciation banquet --

24           MR. JONES: Right.

25           THE COURT: -- that little book they hand out.

1 MR. JONES: Yeah.

2 THE COURT: She's not disputing that those are her signatures or that she  
3 was there. She was on the board for a brief period of time and she is now.

4 MR. JONES: That's -- you're exactly right, Judge. You -- you obviously read  
5 the briefs and looked at the documents. We're not disputing any of that and I don't  
6 think she's disputing that that her -- that letter -- the -- the letter of appreciation is an  
7 interesting document because it does talk about Milton I. Schwartz School, but that  
8 is -- is something that has nothing to do with her -- her personal knowledge of how  
9 that came to be.

10 THE COURT: Right.

11 MR. JONES: That's the issue in the case. It's not -- I don't believe -- in fact,  
12 it's -- if I'm incorrect, I'd like Mr. Leveque to point it out to me. Anything in their  
13 allegations about the naming of the Adelson Campus, that's not in dispute. It's  
14 whether or not the lower school was named in perpetuity for Mr. Schwartz. That all  
15 happened decades before --

16 THE COURT: But it was K through 8 for a long time.

17 MR. JONES: That's -- yes, you're right, K through 8, and -- and -- and they  
18 point out that at some point after the dispute arose Mr. Schwartz's name came off of  
19 the lower school.

20 By the way, since that time and -- and this is matter of public record, the  
21 Adelson Foundation has put in tens of millions of dollars more. So you know, that --  
22 there's a -- they -- they don't like that fact. I understand that Mr. Jonathan Schwartz  
23 doesn't like that fact, but that has nothing to do with Dr. Adelson. In fact it -- I could  
24 make the same argument for Mr. Adelson but he is chairman of the board and I'm --  
25 I'm not here to argue about that. What we're arguing about is whether or not Dr.



1 Adelson has any relevant knowledge, because that goes to the heart of their  
2 argument.

3 THE COURT: Right.

4 MR. JONES: It's got to be relevant and -- and -- and it's only got to be -- it's  
5 tangential relevance. It's likely to lead to the discovery of admissible evidence.

6 Well, let's -- let's not be distracted by what happened after the fact as  
7 they -- as every -- they-- they accuse us of trying to distract the Court from the real  
8 issue. I would ask the Court think yourself what is at issue here. Is it the naming of  
9 the Adelson Campus or is it the naming of the lower school back in the early -- late  
10 '80s and early '90s and then off again and on again, all of which happened before  
11 either of the Adelsons were involved. Is that the issue or is there some other issue  
12 that I haven't seen yet in any pleadings that -- that makes it -- that is contesting  
13 whether the Adelson Campus has a right to be named in perpetuity as to that  
14 aspect.

15 THE COURT: Okay, thanks.

16 MR. JONES: So with that said, I -- I believe and -- and also I would point out  
17 that Rule 26(b)(2) is -- is further -- I think further supports our position and with the --  
18 the point that if the information is obtainable for some other source that is more  
19 convenient, less burdensome or less expensive that the Court should look to that.  
20 Again, if it's not relevant in the first instant it doesn't matter, but they've taken 22  
21 other witnesses, all of who apparently have a lot more information about this issue  
22 than -- than certainly Dr. Adelson --

23 THE COURT: Is Dr. Adelson a witness on your witness list? I mean was it  
24 your intention to call her or?

25 MR. JONES: You know, that's a good question. I haven't -- I haven't looked

1 at that specifically. I don't know. I don't anticipate -- I -- I would be surprised to find  
2 that. I didn't look at that before we came today and I -- again I -- I should have, I  
3 wish I had now that you've asked the question. But I -- I can tell you since trial is  
4 coming up shortly, I have no expectations of calling her for any reason. I don't think  
5 she has anything relevant to say about whether Mr. Schwartz had the right to the --  
6 the lower school name in perpetuity and whether he actually -- if he ever did have  
7 that right, did he actually pay the consideration that he promised to pay to -- to  
8 actually obtain that right in perpetuity.

9 THE COURT: Got it.

10 MR. JONES: Those are the issues in the case as I understand it and unless  
11 Mr. Leveque can enlighten me that somehow or other the naming of the Adelson  
12 Campus is relevant to this issue, I see no reason whatsoever why she should have  
13 her deposition taken.

14 THE COURT: Understood, thank you.

15 Mr. Leveque.

16 MR. LEVEQUE: Thank you, Your Honor. I'd like to just first get back to the  
17 core of the rules that we're required to follow in this case and, you know, discovery  
18 is very broad and we're suggesting that we take a seven hour deposition which will  
19 most likely be a lot less of Dr. Adelson and, you know --

20 THE COURT: Okay. Why would you need seven hours?

21 MR. LEVEQUE: We don't. We don't. That -- that's -- that's the presumptive I  
22 think reasonableness because that's now the rule we get seven hours. I think we  
23 can get this knocked out in three hours.

24 But the bottom line, Your Honor, is that the concerns that have been  
25 raised by the school -- and by the way, this is the school, this isn't Dr. Adelson's

1 counsel. The concerns raised by the school are that there's a possibility that this  
2 could be oppressive, this could be unduly burdensome, but there's a remedy for  
3 that, Your Honor, and we briefed that in our opposition and that is under Rule  
4 30(d)(3) you can make a motion or you can seek to terminate deposition if it gets to  
5 be that point. I don't think it's going to get there.

6 Mr. Jones focuses intentionally on only one aspect of one element of  
7 one claim in this case and that is the formation element of a -- of a -- of a contract  
8 claim, but what he conveniently does not talk about is the breach of contract which  
9 has occurred more than once in this case and he's conveniently ignored all the other  
10 claims in this case where the element of intent is relevant. We have a fraud claim.  
11 We have a -- a claim for a permanent injunction where you look at the likelihood of  
12 something reoccurring. We know in this case that originally Milton I. Schwartz --

13 THE COURT: What would -- what would Mrs. -- Dr. Adelson know about the  
14 fraud claim?

15 MR. LEVEQUE: The fraud in the inducement, Your Honor, when you're  
16 looking at fraud in inducement you look at the -- the conduct after the inducement to  
17 see if there was an actual intent to defraud and --

18 THE COURT: What would Dr. Adelson know about that? She wasn't on the  
19 board.

20 MR. LEVEQUE: Well she -- Your Honor, she was on the board -- well I -- she  
21 was on the board during certain periods of time --

22 THE COURT: Right.

23 MR. LEVEQUE: -- and it's very conceivable during the periods of time that  
24 she was on the board that this issue could have been discussed, naming rights with  
25 respect to the school. I don't know one way other because I haven't deposed Dr.

1 Adelson --

2 THE COURT: But haven't taken the deposition of pretty much everybody else  
3 who was ever on this board?

4 MR. LEVEQUE: You know, we -- we have, Your Honor, and strategically we  
5 kept the Adelsons to the very last because in our mind they're the most important,  
6 and one issue that we have not gotten an answer to is that in January of 2013 there  
7 are minutes that indicate that there was a naming rights agreement signed by the  
8 Adelson Charitable Foundation by Dr. Adelson and by Mr. Adelson where the \$50  
9 million pledge occurred and the school conveniently doesn't know where that  
10 document is. So we need to fill in the gaps with respect to this naming rights  
11 agreement and I think it's -- it certainly leads to relevant evidence to ask Dr. Adelson  
12 questions with respect to that naming rights agreement that she clearly signed.

13 And, Your Honor, I -- we just have to get back to, you know, the  
14 purpose of discovery, you know, it's -- the school is named after Dr. Adelson and I  
15 understand that she's a busy woman but this is discovery, Your Honor. They've  
16 been on notice for several years now of Dr. Adelson being a potential witness in this  
17 case. She's a board member and I don't think that asking Dr. Adelson questions  
18 with respect to the areas that we've discussed in our opposition are unduly  
19 burdensome or oppressive. I mean she signed a document where she  
20 acknowledged that there are two separate schools.

21 The problem, Your Honor, the big issue in this case I think is that what  
22 happened with the middle school because we know that the -- that the board at least  
23 acknowledged that there was a perpetual naming rights agreement with respect to  
24 the elementary school. That's -- that's stated in the resolution and it's accepted from  
25 the -- the original naming rights agreement that was signed by the Adelson Campus.

1           What we don't know is what happened with the -- the middle school  
2 grades that the school surreptitiously misappropriated months after Mr. Schwartz  
3 died and we think that the person whose school is named after those middle school  
4 grades might have some, you know, insight as to what happened. So I think under  
5 our general and broad rules of discovery, Your Honor, I think that it would be an  
6 abuse of discretion to completely prohibit deposition of not only a board member of  
7 the school who's a party in this case but also the namesake of the school itself.

8           THE COURT: Okay. So you've conceded that you -- you do not need seven  
9 hours. I mean she --

10          MR. LEVEQUE: No.

11          THE COURT: -- there's -- I mean she has very narrow windows when she  
12 was even involved and to the extent that she -- they haven't really contested that  
13 she signed any of these documents. So what are -- I guess what's left from -- to get  
14 from her because she -- about the time that Mr. Schwartz came back in the late '90s,  
15 she was I think on the board for a year or two --

16          MR. LEVEQUE: Couple years.

17          THE COURT: -- maybe from '96 --

18          MR. LEVEQUE: '97 to 2000.

19          THE COURT: Yeah --

20          MR. LEVEQUE: Yeah.

21          THE COURT: -- '97 to 2000. Then she was off for like 15 years.

22          MR. LEVEQUE: Right. Well Your -- Your Honor --

23          THE COURT: So she's off for 15 years what --

24          MR. LEVEQUE: Here's some anticipated questions, Your Honor --

25          THE COURT: Including 2013 when the naming rights --

1 MR. LEVEQUE: Sure. Here's some anticipated questions, Your Honor, you  
2 know, I -- we asked a lot of the board members about the naming rights agreement  
3 that was entered into for the \$50 million pledge and no one seemed to recall the  
4 terms. So I'm going to ask very basic question, Dr. Adelson what's your  
5 understanding of -- of why the Milton I. Schwartz Hebrew Academy's name was  
6 taken off the middle -- middle school grades. If she says I don't know, the inquiry  
7 ends there, but I think we're entitled to ask that question; Dr. Adelson, did you speak  
8 to any of the board members who were around during the period of time when this  
9 all occurred, did they say anything about it?

10 I mean this is where it's reasonably calculated to lead to the discovery  
11 of admissible evidence, Your Honor. It doesn't have to be relevance, it has to be  
12 reasonably calculated and us asking Dr. Adelson if she had any conversations  
13 about, you know, highly influential people in the Jewish community which is a small  
14 community I think is certainly within the realms of 26(b).

15 THE COURT: I see. Thank you.

16 MR. JONES: Your Honor --

17 THE COURT: Mr. Jones.

18 MR. JONES: Your Honor, I -- Mr. Leveque just helped make my argument  
19 about this being a fishing expedition especially when he was responding to your  
20 questions. I -- even his point about well the -- the naming rights and this -- this  
21 resolution about an agreement in 2013 that she was on the board, so what? What  
22 does that have to do with --

23 THE COURT: She wasn't on the board then.

24 MR. JONES: Well she wasn't on the board then. It -- it was an -- a resolution  
25 involved her name, her name was involved, but what does that have to do whether

1 or not there was a -- a breach of a contract to put Mr. Schwartz's naming rights on  
2 the lower school in perpetuity?

3 THE COURT: Right.

4 MR. JONES: Absolutely nothing.

5 And -- and by the way, they're going to take Mr. Adelson's deposition.  
6 As relates to this fishing expedition, you brought up the question well didn't you take  
7 the other board members? There's 22 witnesses that have been deposed so far.  
8 The -- all living former board members and -- and heads of the school --

9 THE COURT: Yeah.

10 MR. JONES: -- and the -- the board members who were there or -- or have  
11 been there essentially in the recent years, especially since the Adelson Campus has  
12 been named, not one of them has ever said anything about Dr. Adelson having any  
13 involvement whatsoever and -- and certainly they had a chance to do that. So  
14 where is the evidence that would support any relevance of her testimony?

15 It seems like if they take Dr. -- or excuse me, Mr. Adelson's deposition,  
16 they can ask him questions. If there's something that comes up in his deposition  
17 that lends support to her knowledge of the issues in this case, not the Adelson  
18 Campus aspects but the issues in the case, I mean we -- really I -- I, you know, can't  
19 say enough the issues are whether or not the breach of contract related to Mr.  
20 Schwartz occurred, whether there was fraud with respect to the removal of Mr.  
21 Schwartz' name which occurred, none of which has anything to do with Dr. Adelson.  
22 And as -- as counsel has conceded, if he asks these questions and she says no,  
23 that's the end of the inquiry because there's nothing else to ask her.

24 So my proposal would be this: In terms of a less oppressive and -- and  
25 in -- burdensome way of pursuing this, I understand the rules of discovery are very

1 broad and I've been on the opposite side of this argument many times where I argue  
2 about the -- the -- the level of discovery we get in civil cases in this state. Having  
3 said that, there is a limit. So take Dr. -- or Mr. Adelson's deposition. If they want to  
4 send a number of interrogatories to her on the basic questions that they say they  
5 want to ask and the answers are no, then that should be sufficient to --

6 THE COURT: Or if Mr. -- if -- if Mr. Adelson says I don't know, my wife would  
7 know --

8 MR. JONES: Or -- or certainly --

9 THE COURT: He might.

10 MR. JONES: -- something like that and -- and I have -- then I would have a  
11 very hard time coming before you with a straight face on -- on an issue that's  
12 relevant to the case where he says something like that and -- and trying to object to  
13 the deposition.

14 But prior to that, again the whole point here is there is -- discovery is not  
15 unlimited. There has to be some reasonable limit -- you have the discretion to -- to  
16 limit it and make it a fair process and not be intrusive -- inappropriately intrusive, and  
17 I have heard nothing this morning that seems to me to -- to support the argument  
18 that she would have any relevant testimony to give under any circumstances, and to  
19 the extent that she might, there are less intrusive ways to find that out first before we  
20 impose on her the obligation to come down to an attorney's office, which by the way  
21 obviously I have to sit down with her even if she doesn't know anything to do my job  
22 and -- and just so the Court's aware, I do -- I represent Dr. Adelson as well, so I am  
23 her attorney and -- as it relates to this matter and so I still would have to take the  
24 time and effort to sit down with her just to do my job and it's just completely  
25 unnecessary at this point in time.



1 THE COURT: Thanks. All right --

2 MR. LEVEQUE: May I just briefly, Your Honor? I just like to make a --

3 THE COURT: Okay.

4 MR. LEVEQUE: -- couple quick points. The estate should not be -- have to  
5 rely on representations of opposing counsel or what Mr. Adelson says in a  
6 deposition. Also, with respect to the idea of doing written interrogatories, I would  
7 argue that that's more burdensome than it is sitting Dr. Adelson down for two or  
8 three hours to have her deposition taken. And, you know, one of the -- counsel talks  
9 about me conceding a lot of points. One thing he conceded is Dr. Adelson does  
10 potentially have some relevant knowledge with respect to the naming rights  
11 agreement which is an element in this -- in this case, not only with respect to the  
12 breach of contract but also with respect to the claim for permanent injunction --

13 THE COURT: What are you going to get from Dr. Adelson that you can't get  
14 from Mr. Adelson? I mean --

15 MR. LEVEQUE: I -- I don't know what either of them are going to say, Your  
16 Honor, but it shouldn't -- I've never seen a situation where a predicate to deposing  
17 someone is first deposing someone else, especially someone like Mr. Adelson who  
18 if I had a million dollars I would bet her would not be throwing his wife under the --  
19 under the bus in a deposition so I just think that, you know, what we're asking for  
20 we're not asking to shoot the moon here, we're asking --

21 THE COURT: Right.

22 MR. LEVEQUE: -- for a few hours of an oral deposition.

23 THE COURT: Okay. Thanks.

24 Anything in conclusion, Mr. Jones?

25 MR. JONES: No, Your Honor, I think it's --

1 THE COURT: I --

2 MR. JONES: -- been said.

3 THE COURT: To me it seems like we need to figure out if you need her  
4 deposition and I'm not understanding why you need it. She wasn't on the board at  
5 the relevant period of time which is when Mr. Schwartz thinks he got this agreement.  
6 Who agreed to that agreement? Not Mrs. Adelson, she -- Dr. Adelson, she wasn't  
7 on the board. I just -- you know, I'm not understanding this.

8 If -- if I'm wrong and Mr. Adelson does say my wife knows everything,  
9 my wife negotiated which I am really doubting is going to happen, I would certainly  
10 say you could come back and -- and show a -- show grounds why you need it, but  
11 otherwise she's -- she was not on the board at any period that appears to me to be  
12 relevant and she's not currently -- she came on the board after the 2013 agreement  
13 when the Adelsons whatever it's calls, Adelson Educational Campus agreement  
14 came into place. She wasn't on the board. So --

15 MR. LEVEQUE: She doesn't have to be, Your Honor. I mean that -- I think  
16 that's the --

17 THE COURT: I'm just not --

18 MR. LEVEQUE: -- that's the narrow window that --

19 THE COURT: Right.

20 MR. LEVEQUE: -- that the -- that the school wants you to look at is well was  
21 she on the board and if she was, when things occurred, did it occur during relevant  
22 period of time but --

23 THE COURT: Okay. Well I'm going to grant this motion but without prejudice  
24 to you. If -- if something comes up to reopen and -- and take this deposition if you  
25 can show that there's something that she would uniquely have in her possession,

1 some knowledge that is unique to her -- she's not a witness. If they're not calling  
2 her, she -- they're not disputing those are her signatures on documents, then why do  
3 we need her? She wasn't on the board when Milton Schwartz believes he got the  
4 agreement to come back to raise the million dollars and his name would go back on.  
5 That's what's relevant.

6 MR. LEVEQUE: Your Honor --

7 THE COURT: Thank you. So I'm -- I'm granting --

8 MR. LEVEQUE: -- if the Court is --

9 THE COURT: -- the motion, but as I said it's without prejudice. If you can  
10 come up with something that's uniquely in her knowledge, then I would totally agree  
11 with you that you would have the right to take her deposition on that -- on that topic.  
12 But for right now --

13 MR. LEVEQUE: Could I ask for alternate relief for we do deposition by written  
14 interrogatory?

15 THE COURT: I think that Mr. Jones has indicated he'd be willing to have her  
16 answer some interrogatories. If there are some specifics that you need -- if you  
17 need her to admit her signatures for example, I'm -- I think Mr. Jones would agree to  
18 that.

19 MR. JONES: I would, Your Honor, and obviously I -- I -- to the extent I think a  
20 question is inappropriate I have a right to object to the objection --

21 THE COURT: Right.

22 MR. JONES: -- but I certainly don't have any -- that is by far a way from my  
23 perspective a -- a much less burdensome and oppressive method of getting  
24 answers to questions I think that -- I understand Mr. Leveque as any lawyer wants to  
25 get as much discovery as he thinks he -- he needs --

1 THE COURT: Sure.

2 MR. JONES: -- but that's a less obtrusive --

3 THE COURT: Right.

4 MR. JONES: -- way to do it --

5 THE COURT: Right.

6 MR. JONES: -- and hopefully --

7 THE COURT: Right.

8 MR. JONES: -- we'll get him the answers that he -- he --

9 THE COURT: Thanks.

10 MR. JONES: -- that he feels he needs.

11 THE COURT: Thanks.

12 So certainly with written discovery in the alternative you can do and if --  
13 if I'm wrong and Dr. Adelson does say my wife negotiated -- Mr. Adelson does say  
14 my wife negotiated everything, then yeah, I -- I would agree with you it would be  
15 necessary take her deposition, but I just -- I'm going to be real surprised if we find  
16 that out.

17 MR. LEVEQUE: I would be too.

18 THE COURT: So yeah.

19 MR. JONES: I -- I would be too, Your Honor.

20 THE COURT: Thank you.

21 MR. LEVEQUE: All right.

22 THE COURT: So we'll see you guys back here.

23 Mr. Jones, you're going to do an order that grants some alternative  
24 relief but the deposition's denied at this point in time unless something comes up  
25 that shows she's got unique knowledge.

1 MR. JONES: And I will run that by Mr. Leveque before I --

2 THE COURT: Yeah.

3 MR. JONES: -- submit it the Court.

4 THE COURT: Thanks very much.

5 MR. LEVEQUE: Thank you, Your Honor.

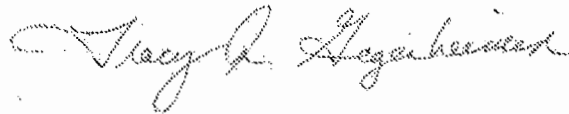
6 MR. JONES: Thank you, Your Honor.

7 THE COURT: Good luck.

8 MR. JONES: Thank you, Your Honor.

9 [Proceedings concluded at 11:28 a.m.]

10 ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual  
11 proceedings in the above-entitled case to the best of my ability.

12 

13  
14 Tracy A. Gegenheimer, CER-282, CET-282  
15 Court Recorder/Transcriber  
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