Case No. 78341

In the Supreme Court of Nevada

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

A. JONATHAN SCHWARTZ, Executor of the Estate of MILTON I. SCHWARTZ,

Appellant,

vs.

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

Electronically Filed Jan 29 2020 04:29 p.m. Elizabeth A. Brown Clerk of Supreme Court

Respondent.

APPEAL

from the Eighth Judicial District Court, Clark County The Honorable GLORIA J. STURMAN, District Judge District Court Case No. 07-P061300-E

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9	Objection to Petition to Compel Distribution, for Accounting, and for Attorneys' Fees and Ex Parte Petition for Order to Issue Citation to Appear and Show Cause	05/28/13	1	164–230

70	Opposition to Motion for Judgment as	09/03/18	18	4305-4333
10	a Matter of Law Regarding Breach of	03/03/10	10	4000-4000
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27	Opposition to Motion for Partial	05/27/17	4	773–1000
21	Summary Judgment	00/21/11	$\frac{4}{5}$	1001 - 1158
49	Opposition to Motion for Partial	07/06/18	7	1674 - 1750
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50	Opposition to Motion for Partial	07/06/18	8	1828 - 1986
00	Summary Judgment Regarding	01/00/10	0	1020-1500
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51	Opposition to Motion for Summary	07/06/18	8	1987–2000
01	Judgment Regarding Breach of	01/00/10	9	2001-2149
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14	Opposition to Motion to Dismiss	07/01/13	2	386–398
34	Opposition to the Adelson Campus'	10/06/14	6	1327–1333
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20	Opposition to the Executor's Motion	12/09/13	3	583-638
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2	Order Granting Petition for Probate of	12/10/07	1	27–28
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10	Petition for Declaratory Relief	05/28/13	1	231 - 250
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37	Petition for Partial Distribution	05/19/16	6	1390–1394
1	Petition for Probate of Will	10/15/07	1	1-26
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91	Post-Trial Brief Regarding the Parties' Equitable Claims and for Entry of Judgment	11/16/18	23	5556–5693
77	Proposed Jury Instructions Not Used at Trial	09/05/18	19	4517-4520
78	Proposed Verdict Form Not Used at Trial	09/05/18	19	4521-4525
73	Recorder's Partial Transcript of Jury Trial: Closing Arguments	09/04/18	18	4368-4467
72	Recorder's Partial Transcript: Jury Instructions	09/04/18	18	4342-4367
13	Recorder's Transcript of All Pending Motions	06/25/13	2	357–385
62	Recorder's Transcript of Hearing on Motions in Limine and Motions for Summary Judgment	08/09/18	10 11	$\begin{array}{c} 2417 - 2500 \\ 2501 - 2538 \end{array}$
16	Recorder's Transcript of Motions Hearing	10/08/13	2	433–475
112	Recorder's Transcript of Pending Motions	04/11/19	27	6554-6584
39	Recorder's Transcript of Proceeding: All Pending Motions	08/03/16	6	1411–1441
41	Recorder's Transcript of Proceeding: Status Check	09/28/16	6	1455–1464
80	Recorder's Transcript of Proceedings, Motion for Judgment as a Matter of Law Regarding Breach of Contract and Mistake Claims, The Estate's Motion for Judgment as a Matter of Law Regarding Construction of Will	10/04/18	19	4533–4554
67	Recorder's Transcript of Proceedings, Pretrial Conference – Day 2, All Pending Motions	08/16/18	12	2793–2868
65	Recorder's Transcript of Proceedings, Pretrial Conference, All Pending Motions	08/15/18	11 12	$\begin{array}{c} 2647 - 2750 \\ 2751 - 2764 \end{array}$

40	Recorder's Transcript of Proceedings: Calendar Call	08/18/16	6	1442–1454
56	Reply in Support of Motion for Summary Judgment Regarding Breach of Contract	08/02/18	9	2210-2245
15	Reply in Support of Motion to Dismiss Executor's Petition for Declaratory Relief	10/02/13	2	399–432
97	Reply in Support of Motion to Retax Costs Pursuant to NRS 18.110(4) and to Defer Award of Costs Until All Claims are Fully Adjudicated	01/04/19	24	5924–5941
35	Reporter's Transcript of Proceedings	10/08/14	6	1334–1376
98	Reporter's Transcription of Proceedings	01/10/19	24	5942-5993
114	Stipulation and Order Regarding Trial Transcripts	08/05/19	27	6596–6597
31	Supplement to Opposition to Motion for Partial Summary Judgment	07/02/14	6	1274–1280
61	Supplement to Opposition to Motion for Summary Judgment Regarding Breach of Contract and Countermotion for Advisory Jury	08/08/18	10	2387-2416
28	Supplement to Petition for Declaratory Relief to Include Remedies of Specific Performance and Mandatory Injunction	05/28/17	5	1159–1165
64	Supplement to the Estate's Motion for Reconsideration of: The Court's Order Granting Summary Judgment on the Estate's Claim for Breach of Oral Contract	08/14/18	11	2624–2646
60	Supplement to the Estate's Opposition to Motion for Partial Summary Judgment Regarding Fraud	08/08/18	10	2353–2386
105	The Adelson Campus' Motion to Re- Tax and Settle Costs	03/06/19	26	6479–6489

53	The Adelson Campus' Opposition to the Estate's Countermotion for Advisory Jury	07/23/18	9	2156–2161
66	The Adelson Campus' Opposition to the Estate's Motion for Reconsideration of the Court's Order Granting Summary Judgment on the Estate's Claim for Breach of Contract and Countermotion to Strike the 8/14/18 Declaration of Jonathan Schwartz and All Attached Exhibits in Support	08/16/18	12	2765–2792
93	The Adelson Campus' Opposition to the Estate's Motion to Retax Costs Pursuant to NRS 18.110(4) and to Defer Award of Costs Until All Claims are Fully Adjudicated	11/21/18	24	5789–5803
59	The Adelson Campus' Pre-Trial Memorandum	08/07/18	10	2275-2352
54	The Adelson Campus' Reply in Support of Motion for Partial Summary Judgment Regarding Fraud	08/02/18	9	2162–2177
55	The Adelson Campus' Reply in Support of Motion for Partial Summary Judgment Regarding Statute of Limitations	08/02/18	9	2178–2209
111	The Adelson Campus' Reply in Support of Motion to Re-Tax and Settle Costs	04/04/19	27	6547–6553
92	The Dr. Miriam and Sheldon G. Adelson Educational Institute's Opposition to the Estate's Motion for Post-Trial Relief from Judgment on Jury Verdict Entered October 4, 2018	11/21/18	23 24	5694-5750 5751-5788
95	The Dr. Miriam and Sheldon G. Adelson Educational Institute's Opposition to the Estate's Post-Trial	12/21/18	24	5817–5857

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	Claims and for Entry of Judgment			
85	The Dr. Miriam and Sheldon G.	10/11/18	19	4576 - 4579
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	Verified Memorandum of Costs			
71	The Estate's Motion for Judgment as a	09/03/18	18	4334-4341
	Matter of Law Regarding Construction of Will			
89	The Estate's Motion for Post-Trial	10/22/18	21	5168 - 5250
	Relief from Judgment on Jury Verdict		22	5251 - 5455
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63	The Estate's Motion for	08/14/18	11	2539 - 2623
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110	The Estate's Opposition to the Adelson	03/25/19	27	6522 - 6546
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57	The Estate's Pretrial Memorandum	08/06/18	9	2246 - 2250
			10	2251-2263
58	The Estate's Pretrial Memorandum	08/06/18	10	2264-2274
94	The Estate's Reply to Adelson	12/21/18	24	5804 - 5816
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	Post-Trial Relief from Judgment on			
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96	The Estate's Response to the Adelson	12/21/18	24	5858 - 5923
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32	Transcript for Motion for Summary	07/09/14	6	1281 - 1322
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42	Transcript of Proceedings: Motion for	04/19/17	6	1465 - 1482
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	Time			

22	Transcription of Discovery	01/29/14	3	670–680
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136	Trial Exhibit 111		28	6868–6869
152	Trial Exhibit 1116A		29	7008
137	Trial Exhibit 112		28	6870
138	Trial Exhibit 113		28	6871
139	Trial Exhibit 114		28	6872
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141	Trial Exhibit 118		28	6874 - 6876
142	Trial Exhibit 128		28	6877
143	Trial Exhibit 130		28	6878–6879
144	Trial Exhibit 134		28	6880–6882
145	Trial Exhibit 139		28	6683–6884
123	Trial Exhibit 14		27	6626–6628
146	Trial Exhibit 149		28	6885 - 6998
147	Trial Exhibit 158		28	6999
148	Trial Exhibit 159		28	7000
149	Trial Exhibit 162		28	7001
150	Trial Exhibit 165		29	7002
124	Trial Exhibit 17		27	6629–6638
125	Trial Exhibit 22		27	6639–6645
126	Trial Exhibit 28		27	6646-6647
118	Trial Exhibit 3		27	6607-6609
127	Trial Exhibit 38		27	6648–6649
151	Trial Exhibit 384		29	7003–7007
119	Trial Exhibit 4		27	6610-6611
128	Trial Exhibit 41		27	6650 - 6675
129	Trial Exhibit 43		27	6676–6679
130	Trial Exhibit 44		27	6680–6682
120	Trial Exhibit 5		27	6612–6620
131	Trial Exhibit 51		27	6683–6684
132	Trial Exhibit 52		27	6685–6686
133	Trial Exhibit 55		27	6687-6713
121	Trial Exhibit 6		27	6621
134	Trial Exhibit 61		27	6714-6750
			28	6751 - 6799

135	Trial Exhibit 62		28	6800-6867
122	Trial Exhibit 9		27	6622 - 6625
69	Trial Transcripts (Rough Drafts)	09/03/18	12	2903-3000
			13	3001 - 3250
			14	3251 - 3500
			15	3501 - 3750
			16	3751 - 4000
			17	4001 - 4250
			18	4251 - 4304
76	Verdict Form	09/05/18	19	4513 - 4516
103	Verified Memorandum of Costs of A.	02/27/19	25	6111 - 6015
	Jonathan Schwartz, Executor of the			
	Estate of Milton I. Schwartz			

4 (Pages 10 to 13)

		····	
	Page 10		Page 12
1	Q. Did you prepare this document?	1	conversations with you regarding this Section 2.3?
2	A. No, I did not.	2	A. No, none.
3	Q. Do you know who did.	3	Q. Did you have any did you share any of
4	A. Yes, I was informed that Milton and his	4	your personal thoughts or advice with Mr. Schwartz
5	staff and Jonathan Schwartz collaborated at their	5	or with John then regarding section 2.3?
6	office to prepare this will.	6	A. Just, I'll preface my remark, this was
7	Q. Was this the will that you were	7	2004, so this was ten years ago, it was not my
8	testifying that you had the execution ceremony at	8	some of my answer is something I'm assuming from our
9	your office?	9	relationship over the years with Milton, I was his
10	A. Yes, that's correct.	10	lawyer for many years in certain transactions, but
11	Q. Did you give Mr. Schwartz any advice	11	it was not something that I would have discussed in
12	regarding this will?	12	particular with him on this time at this time.
13	A. No, not that I recall in particular. It	13	Q. Did anybody assist you in making the
14	was simply to make sure that we did the execution	14	preparations for the execution ceremony of the will?
15	ceremony correctly and that the signatures and	15	A. Other than my secretary or legal
16	and the witnesses were all prepared correctly.	16	assistant, no.
17	Q. Did you change this document at all from	17	Q. And so to prepare for the execution
18	the time that you received it from Mr. Schwartz to	18	ceremony, what did you do, what did your staff do?
19	the time that he executed and had the execution	19	A. Not a lot. I probably I would have
20	ceremony?	20	made sure to have appropriate copies, made sure my
21	A. No.	21	witnesses were available. Scheduled it. Made sure
22	Q. Did Mr. Schwartz ask you for your	22	my legal assistant had everything prepared. And
23	thoughts or suggestions regarding this will?	23	simply welcome the client to our conference room and
24	A. No, I don't recall having specific	24	conduct a ceremony like I've done, you know, maybe a
25 *********	conversations about the terms. During the phone	25	thousand times.
		8	
	Page 11		Page 13
1	-	1	_
1 2	Page 11 conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a	1 2	So, generally, my ceremony is very is
	conversation we had that set the appointment for the		So, generally, my ceremony is very is formal. And it's I ask a number of questions
2	conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a	2	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to
2 3	conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of	2 3	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable
2 3 4	conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a	2 3 4	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his
2 3 4 5	conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony	2 3 4 5	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable
2 3 4 5 6 7 8	conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure	2 3 4 5 6	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked
2 3 5 6 7 8 9	conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure everything was appropriate, and that's what I did.	2 3 4 5 6 7	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked those questions like I always do. And everything went according to procedure and we signed. Q. Do you have any doubts in your mind that
2 3 4 5 6 7 8 9 10	conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure everything was appropriate, and that's what I did. Q. And, in your opinion, was the document	2 3 5 6 7 8 9 10	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked those questions like I always do. And everything went according to procedure and we signed. Q. Do you have any doubts in your mind that you wouldn't have asked those questions?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure everything was appropriate, and that's what I did. Q. And, in your opinion, was the document appropriate per legality? A. Yes. Q. Let me have you turn, please, to page Number 2 of Exhibit B and if I can direct your attention to Section 2.3, which is captioned "The Milton I. Schwartz Hebrew Academy." And I'll let you take a moment to review that. 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked those questions like I always do. And everything went according to procedure and we signed. Q. Do you have any doubts in your mind that you wouldn't have asked those questions? A. No. Q. What other questions do you typically ask? A. Similar to the kind of questions you ask in advance of a deposition, you know, find out that the witness is competent, ready to understands what he's signing, understands the terms of what he's signing, that he's not under any type of
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure everything was appropriate, and that's what I did. Q. And, in your opinion, was the document appropriate per legality? A. Yes. Q. Let me have you turn, please, to page Number 2 of Exhibit B and if I can direct your attention to Section 2.3, which is captioned "The Milton I. Schwartz Hebrew Academy." And I'll let you take a moment to review that. A. I've reviewed it. Q. Did Mr. Schwartz ever discuss the 	$2 \\ 3 \\ 4 \\ 5 \\ 6 \\ 7 \\ 8 \\ 9 \\ 10 \\ 11 \\ 12 \\ 13 \\ 14 \\ 15 \\ 16 \\ 17 \\ 18 \\ 19 $	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked those questions like I always do. And everything went according to procedure and we signed. Q. Do you have any doubts in your mind that you wouldn't have asked those questions? A. No. Q. What other questions do you typically ask? A. Similar to the kind of questions you ask in advance of a deposition, you know, find out that the witness is competent, ready to understands what he's signing, understands the terms of what he's signing, that he's not under any type of disability or medical situation that might require
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure everything was appropriate, and that's what I did. Q. And, in your opinion, was the document appropriate per legality? A. Yes. Q. Let me have you turn, please, to page Number 2 of Exhibit B and if I can direct your attention to Section 2.3, which is captioned "The Milton I. Schwartz Hebrew Academy." And I'll let you take a moment to review that. A. I've reviewed it. Q. Did Mr. Schwartz ever discuss the Section 2.3 with you? 	$\begin{array}{c}2\\3\\4\\5\\6\\7\\9\\10\\11\\12\\13\\14\\15\\16\\17\\18\\19\\20\end{array}$	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked those questions like I always do. And everything went according to procedure and we signed. Q. Do you have any doubts in your mind that you wouldn't have asked those questions? A. No. Q. What other questions do you typically ask? A. Similar to the kind of questions you ask in advance of a deposition, you know, find out that the witness is competent, ready to understands what he's signing, understands the terms of what he's signing, that he's not under any type of disability or medical situation that might require us to delay the ceremony, those type of things. And
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure everything was appropriate, and that's what I did. Q. And, in your opinion, was the document appropriate per legality? A. Yes. Q. Let me have you turn, please, to page Number 2 of Exhibit B and if I can direct your attention to Section 2.3, which is captioned "The Milton I. Schwartz Hebrew Academy." And I'll let you take a moment to review that. A. I've reviewed it. Q. Did Mr. Schwartz ever discuss the Section 2.3 with you? A. No, he did not, not in particular with 	$\begin{array}{c}2\\3\\4\\5\\6\\7\\9\\10\\11\\12\\13\\14\\15\\16\\17\\18\\19\\20\\21\end{array}$	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked those questions like I always do. And everything went according to procedure and we signed. Q. Do you have any doubts in your mind that you wouldn't have asked those questions? A. No. Q. What other questions do you typically ask? A. Similar to the kind of questions you ask in advance of a deposition, you know, find out that the witness is competent, ready to understands what he's signing, understands the terms of what he's signing, that he's not under any type of disability or medical situation that might require us to delay the ceremony, those type of things. And satisfy myself that the testator is competent and
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure everything was appropriate, and that's what I did. Q. And, in your opinion, was the document appropriate per legality? A. Yes. Q. Let me have you turn, please, to page Number 2 of Exhibit B and if I can direct your attention to Section 2.3, which is captioned "The Milton I. Schwartz Hebrew Academy." And I'll let you take a moment to review that. A. I've reviewed it. Q. Did Mr. Schwartz ever discuss the Section 2.3 with you? A. No, he did not, not in particular with regard to the execution ceremony or the will, but we 	$\begin{array}{c}2\\3\\4\\5\\6\\7\\9\\10\\11\\12\\13\\14\\15\\16\\17\\18\\19\\20\\21\\22\end{array}$	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked those questions like I always do. And everything went according to procedure and we signed. Q. Do you have any doubts in your mind that you wouldn't have asked those questions? A. No. Q. What other questions do you typically ask? A. Similar to the kind of questions you ask in advance of a deposition, you know, find out that the witness is competent, ready to understands what he's signing, understands the terms of what he's signing, that he's not under any type of disability or medical situation that might require us to delay the ceremony, those type of things. And satisfy myself that the testator is competent and knows exactly what he's doing.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure everything was appropriate, and that's what I did. Q. And, in your opinion, was the document appropriate per legality? A. Yes. Q. Let me have you turn, please, to page Number 2 of Exhibit B and if I can direct your attention to Section 2.3, which is captioned "The Milton I. Schwartz Hebrew Academy." And Fill let you take a moment to review that. A. I've reviewed it. Q. Did Mr. Schwartz ever discuss the Section 2.3 with you? A. No, he did not, not in particular with regard to the execution ceremony or the will, but we had some conversations during his lifetime about his 	$\begin{array}{c}2\\3\\4\\5\\6\\7\\9\\10\\11\\12\\13\\14\\15\\16\\17\\18\\20\\21\\22\\23\end{array}$	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked those questions like I always do. And everything went according to procedure and we signed. Q. Do you have any doubts in your mind that you wouldn't have asked those questions? A. No. Q. What other questions do you typically ask? A. Similar to the kind of questions you ask in advance of a deposition, you know, find out that the witness is competent, ready to understands what he's signing, understands the terms of what he's signing, that he's not under any type of disability or medical situation that might require us to delay the ceremony, those type of things. And satisfy myself that the testator is competent and knows exactly what he's doing. Q. And I take it you were satisfied at this
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 conversation we had that set the appointment for the ceremony, he just indicated that, you know, he had a lot of experience and I knew that he had a lot of experience preparing his own wills over the years, a tremendous effort had gone into his estate planning with other lawyers and that he really just wanted to make sure an attorney oversaw the execution ceremony and review the document for legality and make sure everything was appropriate, and that's what I did. Q. And, in your opinion, was the document appropriate per legality? A. Yes. Q. Let me have you turn, please, to page Number 2 of Exhibit B and if I can direct your attention to Section 2.3, which is captioned "The Milton I. Schwartz Hebrew Academy." And I'll let you take a moment to review that. A. I've reviewed it. Q. Did Mr. Schwartz ever discuss the Section 2.3 with you? A. No, he did not, not in particular with regard to the execution ceremony or the will, but we 	$\begin{array}{c}2\\3\\4\\5\\6\\7\\9\\10\\11\\12\\13\\14\\15\\16\\17\\18\\19\\20\\21\\22\end{array}$	So, generally, my ceremony is very is formal. And it's I ask a number of questions ahead of time about the testator being prepared to execute his will on that date, that he's comfortable that it reflects everything he wants to do and his intention it properly reflected. I'm sure I asked those questions like I always do. And everything went according to procedure and we signed. Q. Do you have any doubts in your mind that you wouldn't have asked those questions? A. No. Q. What other questions do you typically ask? A. Similar to the kind of questions you ask in advance of a deposition, you know, find out that the witness is competent, ready to understands what he's signing, understands the terms of what he's signing, that he's not under any type of disability or medical situation that might require us to delay the ceremony, those type of things. And satisfy myself that the testator is competent and knows exactly what he's doing.

			5 (Fages 14 CO 17
	Page 14		Page 16
1	Q. Have you ever spoken with anybody about		dated February 5th, 2004. And the date of this
2	Section 2.3 of his will?	2	codicil is on page 4, which is January 27th, 2006.
3	A. When I became advised by Mr. Freer and	3	Have you seen this document before?
4	Mr. Jonathan Schwartz that I was going to likely be	4	A. I have seen it. I can't pinpoint when,
5	deposed in this case, yeah, I had to refresh my	5	but I was aware of it.
6	recollection. I was provided with a copy of the	6	Q. Did you prepare this document?
7	2004 will. I read 2.3 again. Tried to refresh my	7	A. I did not.
8	recollection as best as I could.	8	Q. Do you know who did?
9	I had a brief conversation with Jonathan	9	A. I believe it was the same thing,
10	Schwartz about did we both recall when his father	10	Jonathan and Milton Schwartz and their office staff.
11	called me to do this, and we did recall it. And	11	Q. Did either Jonathan or Milton seek
12	just put the pieces back into my memory the way in	12	any seek your advice in connection with this
13	accordance with how I believe this all happened at	13	document?
14	that time, so	14	A. No.
15	Q. And you've testified about how the call	15	Q. Did they ask for your thoughts or
16	came through?	16	opinions regarding this document?
17	A. Yes.	17	A. I don't recall.
8	Q. Did you have any discussions with	18	Q. Do you recall if they had any
.9	anybody else?	19	substantive conversations with you regarding this
20	A. Not in regards to the will, no.	20	document?
21	Q. And how about and I know I'm taking	21	A. I can't recall.
22	you back a few years. Do you recall any	22	Q. Do you know why this document came
23	conversations in February of 2004, at the time of	23	about?
24	the will, that you may have had with anybody	24	A. No.
25	regarding Mr. Schwartz' will besides, you know,	25	Q. Did your office perform the execution
	Page 15		Page 17
1	Jonathan and Mr. Schwartz?	1	ceremony for this document?
2	A. No.	2	A. No.
3	Q. Are there any other documents besides	3	Q. Have you ever discussed this document
4	the will that I could show you to help refresh your	4	with anybody?
5	recollection as to whether there may have been any	5	A. I did have a discussion with one of the
б	other conversations?	6	witnesses to this will the other day, just about her
7	A. No, I don't believe so. My recollection	7	deposition and how if it went okay, and her name
8	is specific on the telephone conversation we had. I	8	is Sheila Robertson.
9	can't explain to you why it sticks out, but it	9	Q. And what did you discuss?
.0	certainly does. Other than that, I don't recall the	10	A. Just that she went. Did she go to her
1	ceremony. I just recall a general sense of the	11	deposition, was it completed, and that's it.
.2	ceremony. That's all.	12	Q. How do you know Sheila?
13	Q. Were you present during the ceremony?	13	A. Sheila works for mc. She's my senior
4	A. Yes. I conduct all will execution	14	paralegal at Yellow-Checker-Star transportation.
.5	ceremonies with the witnesses.	15	She's been an employee there for many years.
6	O Wove there ever discussions should be		

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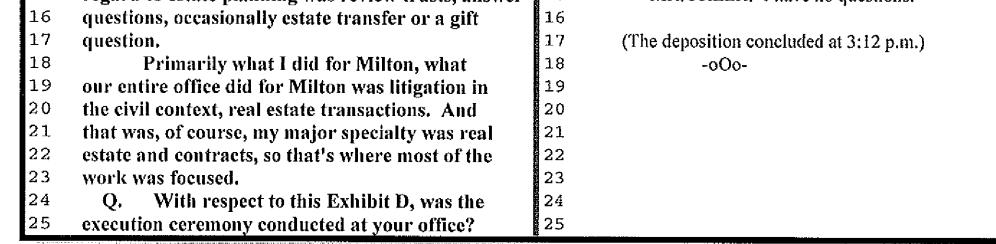
16	Q. Were there any discussions about the	16	Q. Did she work with you in 2004 when you
17	contents of the will during the ceremony?	17	were in private practice?
18	A. No.	18	A. No, I did not know her.
19	MR. COUVILLIER: Can you please show him	19	Q. Sorry if I asked this, let me close the
20	Exhibit Number C.	20	loop. Have you ever given Milton or Jonathan any
21	BY MR, COUVILLIER:	21	advice regarding this document
22	Q. Mare, I'm showing you what's been	22	A. No.
23	previously marked as Exhibit Number C, which I'll	23	Q Exhibit Number C?
24	represent to you is the First Codicil to the Last	24	A. No.
25	Will and Testament of Milton I. Schwartz, his will	25	Q. Marc, I'm handing you what's been

MARC GORDON - 3/11/2014

6 (Pages 18 to 21)

B			6 (Pages 18 to 21
	Page 18		Page 20
1	previously marked as Exhibit D, which I'll represent	1	A. No, it wouldn't be.
2	to you is the Second Codicil to Mr. Schwartz' will	2	Q. Did you have any involvement regarding
3	and this one is dated July 21st, 2006.	3	the execution of this document, Exhibit D?
4	Have you seen this document before?	4	A. No.
5	A. I've seen it at some time over the	5	Q. Did you have any involvement regarding
6	years. I just can't recall.	6	the either well, I'll take it one at a time,
7	Q. Did you prepare this document?	7	regarding the formatting of this document,
8	A. No.	8	Exhibit D?
9	Q. Do you know who did?	9	A. No.
10	A. Again, I believe it was Jonathan and	10	Q. Or finalization of this document,
11	Milton and their staff.	11	Exhibit D?
12	Q. And why do you believe that?	12	A. No.
13	A. In casual conversations over the years	13	Q. Did Mr. Schwartz ever express to you at
14	or occasionally discussing this litigation and	14	any point a desire to change or revoke his will?
15	knowing about this litigation.	15	A. The 2004 will?
16	Q. Do you have any reason to believe	16	Q. Yes.
17	otherwise?	17	A. No, I don't recall.
18	A. No.	18	Q. Would there be anything that I could
19	Q. Have you ever discussed this document	19	show you or that you could think of that could help
20	with Milton or with Jonathan?	20	refresh your recollection?
21	A. No.	21	A. I don't believe so. To be specific,
22	Q. Did Mr. Schwartz ever approach you for	22	during that period of time, I believe, you know, he
23	any advice regarding this document?	23	was going through changes, transitions with his wife
24	A. No.	24	at the time and that I just knew from a general
25	Q. Did Mr. Schwartz ever tell you sometime	25	sense of his whole estate plan that it would
52-2-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-	Page 19		Page 21
1	in 2006 that he wanted to amend his will?	1	whatever happened with Mrs. Schwartz and a divorce
2	A. No.	2	or separation would have some impact, but I didn't
3	Q. Did Mr. Schwartz ever approach you for	3	know I didn't handle any details of it. I didn't
4	advice regarding his estate planning?	4	have any knowledge of what happened.
5	A. Yes, from time to time, he would ask me	5	Q. Were you aware of any other
6	questions about trust issues. He had a he had	6	circumstances in Mr. Schwartz' life at that time
7	dozens of trusts, and he one of my original	7	that you believe would impact his will or his
8	assignments from Milton in regards to his estate	8	estate?
9	planning was to maintain possession of copies of	9	A. No.
10	his, I believe at the time there was 88 trusts, and	10	MR. COUVILLIER: All right. Subject,
11	to be available to him when from time to time he or	11	Alan, to our agreement if the Court allows us to
12	his staff would have a question about one of the	12	proceed forward with other discovery, I don't have
13	trusts.	13	any further questions. Thank you very much.
14	And that's primarily what I did in	14	THE WITNESS: You're welcome.
15	regard to estate planning was review trusts, answer	15	MR. FREER: I have no questions.
16	questions, occasionally estate transfer or a gift	16	

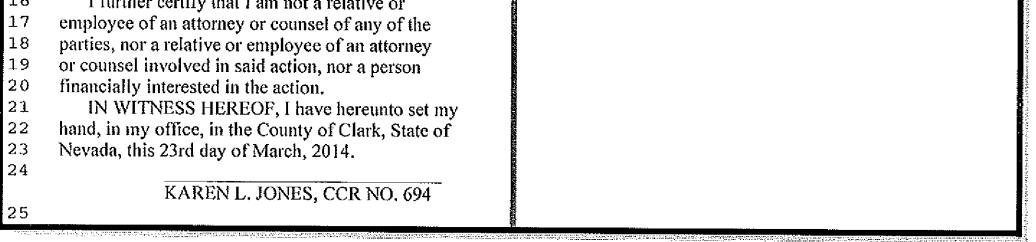
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MARC GORDON - 3/11/2014

7 (Pages 22 to 23)

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	Page 22	
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1	CERTIFICATE OF DEPONENT	
2	PAGE LINE CHANGE REASON	
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12		
13		
.4	* * * * *	
5	I, MARC GORDON, deponent herein, do hereby	
	certify and declare the within and foregoing	
6	transcription to be my deposition in said action;	
	that I have read, corrected and do hereby affix my	
7	signature to said deposition under penalty of	
-	perjury.	
}		
	MARC GORDON, Deponent	
ł		
2		
}		
:		
5 50055		
	Page 23	
•	CERTIFICATE OF REPORTER	
ŀ	STATE OF NEVADA)	
)SS:	
	COUNTY OF CLARK)	
	l, Karen L. Jones, a duly commissioned and	
	licensed Court Reporter, Clark County, State of	
	Nevada, do hereby certify: That I reported the	
	taking of the deposition of the witness, MARC	
	GORDON, commencing on Tuesday, March 11, 2014, at	
	2:48 p.m.	
	That prior to being examined, the witness was,	
	by me, duly sworn to testify to the truth. That I	
	thereafter transprind my sold shouther director but	
	thereafter transcribed my said shorthand notes into	
	typewriting and that the typewritten transcript of	
:	said deposition is a complete, true and accurate	
5	transcription of said shorthand notes.	
	I further certify that I am not a relative or	



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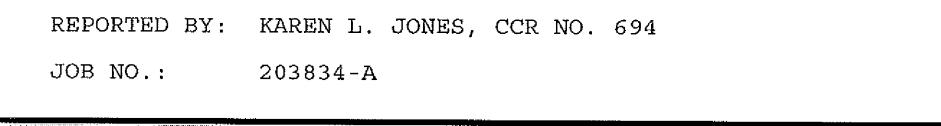


Deposition Transcript of Head of School Paul Schiffman



PAUL SCHIFFMAN - 3/11/2014

		Page 1
DISTRICT COU	RT	
CLARK COUNTY, N	EVADA	
In the Matter of the Estate of))CASE NO. P061300	
MILTON I. SCHWARTZ,)))	
Deceased.)))	
DEPOSITION OF PERSON MOST	KNOWLEDGEABLE	
OF THE DR. MIRIAM AND SHE		
EDUCATIONAL INST	ITUTE	
PAUL SCHIFFM	AN	
LAS VEGAS, NEV	ADA	
TUESDAY, MARCH 11	, 2014	



2 (Pages 2 to 5)

معمسي			Z (14905 Z 00 5)
	Page 2		Page 4
1	DEPOSITION OF PAUL SCHIFFMAN, taken at	1	LAS VEGAS, NEVADA; TUESDAY, MARCH 11, 2014
2	Solomon, Dwiggins & Freer, located at 9060 West	2	1:29 P.M.
3	Cheyenne Avenue, Las Vegas, Nevada, on Tuesday,	3	-000-
4	March 11, 2014, at 1:29 p.m., before Karen L. Jones,		
5	Certified Court Reporter, in and for the State of Nevada.	4	Whereupon
7	nevitali.	5	PAUL SCHIFFMAN,
8	APPEARANCES:	6	having been first duly sworn to testify to the
9	For A. Jonathan Schwartz:	7	truth, the whole truth, and nothing but the truth,
10	SOLOMON DWIGGINS & FREER	8	was examined and testified as follows:
11	BY: ALAN D. FREER, ESQ. 9060 West Cheyenne Avenue	9	
**	Las Vegas, Nevada 89129	10	EXAMINATION
12	(702) 853-5483	11	BY MR. FREER:
	afreer@sdfnvlaw.com.com	12	Q. Could you please state and spell your
13	Contractory Advances of the trace of the second states of the second sta	13	name for the record?
14	For The Dr. Miriam and Sheldon G. Educational Institute:	14	A. Sure. Paul Schiffman. P-A-U-L.
15	montute.	15	S-C-H-I-F-F-M-A-N.
-	LIONEL SAWYER & COLLINS	16	Q. Mr. Schiffman, my name is Alan Freer.
16	BY: MAXIMILIANO D. COUVILLIER, III, ESQ.	17	We briefly exchanged pleasantries prior to the
	300 So. Fourth Street, Suite 1700	18	
17	Las Vegas, Nevada 89101 (702) 383-8888		deposition.
18	(702) 585-8888 mcouvillier@lionelsawyer.com	19	Have you had your deposition taken
19		20	before?
20	Also Present: A. Jonathan Schwartz	21	A. Yes.
21		22	Q. How many times, approximately?
22 23		23	A. I couldn't give you an exact number.
24		24	Q. More than ten?
25		25	A. Yes, I'd say so.
	Page 3		Page 5
1	INDEX	1 7 1	\mathbf{O} Are you familiar with the denosition
2	WITNESS: PAUL SCHIFFMAN	$\frac{1}{2}$	Q. Are you familiar with the deposition
3	EXAMINATION PAGE		process?
4	BY: Mr. Freer 4	3	A. Yes, I am.
5 6		4	Q. So going over that briefly, for the
7	EXHIBITS	5	court reporter's sake, just wait until I finish a
8	NUMBER DESCRIPTION PAGE	6	question so we're not talking over each other.
9	Exhibit 12 Notice of Issuance of Deposition 12	7	I'd request you answer the question
1.0	Subpoena Upon the Person Most	8	unless you're instructed by your counsel not to.
10	Knowledgeable of the Dr. Miriam and Sheldon G. Adelson	9	And with respect to verbal utterances or guttural
11	Educational Institute	10	sounds, "uh-huh," "huh-uhs" are hard to translate
12	Exhibit 13 Notice of Taking Deposition of	11	into words.
	the Person Most Knowledgeable of 12	12	If you have trouble understanding my
13	the Dr. Miriam and Sheldon G.	13	question, please ask me and I'll rephrase it or
14	Adelson Educational Institute	14	identify what you don't understand about the
- · ·	Exhibit 14 Responses to Jonathan Schwartz's 12	15	question. And if you need a break, obviously you're
15	Second Dequest for Droduction	16	more than welcome to take a break, although I
	A C De anna antes El terta de 19		

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15	Second Request for Production of Documents, Electronically	16 more than welcome to take a break, although I
16	Stored Information, and Tangible	17 request that you not do so during a question that is
	Things	18 pending.
17		19 Is there any reason, any medications or
18 19		anything why you would be unable to provide accurate
20		21 testimony today?
21		22 A. No.
22		23 Q. What is your understanding as to why you
23 24		24 are here today?
25		25 MR. COUVILLIER: Objection as to the

Page 6

form of the question.

BY MR. FREER:

1 2

3 (Pages 6 to 9)

Page 8

		2490 0
	1	MR. COUVILLIER: That's scary.
	2	BY MR. FREER:
	3	Q. I know. So in or about 2006 you became
e is a dispute	4	Head of School?
nd the Adelson	5	A. That is correct.
	6	Q. Do you have an approximate date you
rstand the issues in	7	recall becoming Head of School?
	8	A. It was mid July 2006.
	9	Q. And do you have any licensing are you
d just I'm going to	10	licensed with any professional licensing or
ou to divulge any	11	affiliations?
nications. So to the	12	A. In the State of New York.
rased in your head	13	Q. And what license is that?
we talked about and	14	A. I hold a teacher's license, I hold a
, legal advice, I	15	school administrator's license. I hold a district
the question, but	16	administrator's license.
rstanding of what you	17	Q. And what's your highest level of
answer the	18	education?
	19	A. Certificate of Advanced Study.
spute on payment	20	Q. And where was that with?
	21	A. State University of New York at
	22	Brockport.
ounsel, have you	23	Q. Is that a postgraduate degree?
ody about your	24	A. Yes.
out to give today?	25	Q. Post-Master's?
Page 7		Paqe 9
-		
	1	A. Yes.

3 You may answer. Q. $\mathbf{4}$ 1 am here because there Α. 5 between the Schwartz family an 6 **Education Campus.** 7 And what do you under Q. 8 the case to be? 9 The issue is --A. 10 MR. COUVILLIER: And 11 object to the extent it could ask yo 12 attorney-client privilege communi 13 extent that any issues that are phra would be issues that you and I have 14 identified with respect to seeking 15 16 would instruct you not to answer t 17as to your own independent under 18believe the issue is, then you can a 19 question. 20 THE WITNESS: It's a dis 21 from a will, BY MR. FREER: 22 23 And other than your co Q. 24 had any discussions with anybod deposition testimony you're abo 25 1 Yes, Α. л. 2 Q. And who would that be? 2 Q. **Postdoctoral?** 3 That would be my Board. Α. 3 Α. Post-Master's. 4 Q. Sorry, say that again. 4 Q, What was the name of the school when you 5 5 Α. My Board of Trustees. became affiliated with it? 6 And just for the record, which Board of Q. б Α. The Milton I. Schwartz Hebrew Academy. 7 Trustees is that? 7 And are you the school head for all Q. 8 That would be the Dr. Miriam and Sheldon Α. 8 aspects of the school, like the elementary school 9 G. Adelson Educational Campus Board of Trustees. 9 through the high school? 10And what was discussed with respect to Q. 10 Α. Yes. 11your deposition testimony? 11 Q. And you held that same position back in 12Α. That I would be appearing here today. 12 2006 when you came on board? 13Any substantive issues with respect to 13 Q. A. Yes. the testimony you were going to give? 14 14 Q. And I take it you know who Milton I.

15

А,

No.

1	6 Q. What's your current position with the	16	A. Yes.
1'	7 Adelson Education Campus?	17	Q. How did you come to know him?
1	8 A. My title is Head of School,	18	A. I met him when I was first interviewing
1		19	for the position as head of the school.
20	0 A. This is my eighth year in that position.	20	Q. When was that?
2	1 Q. Prior to being Head of School, did you	21	A. That was actually November 2005.
2:	2 have any other positions or affiliations with the	22	Q. Since first meeting him, what type of
2	3 school?	23	general interactions have you had with Milton I.
24		24	Schwartz prior to his death?
29	5 Q. Now I'm doing math.	25	A. He attended board meetings with me. He

15

Schwartz is?

4 (Pages 10 to 13)

Page 101visited me twice. I visited with him, I think, once1Q.Do you recall reviewing any bylaws2at his office.2were executed in or around December of 193Q.So other than board meetings, you had3A.I don't remember the date.4approximately three visits with Milton?4Q.Do you recall reviewing any bylaws	
2at his office.2were executed in or around December of 193Q.So other than board meetings, you had3A.I don't remember the date.	
3 Q. So other than board meetings, you had 3 A. I don't remember the date.	90?
	s that
5 A. Yes. One was he came to the school to 5 referred to the name Milton I. Schwartz He	
6 read to students. 6 Academy in perpetuity?	
7 Q. During any of those three conversations, 7 A. I do not remember that.	
8 did you discuss school business with him? 8 MR. FREER: Off the record for a seco	ond.
9 A. We discussed what was going on in the 9 (A discussion is held off the record.)	
10 school, what we were doing to build the school, and 10 MR. FREER: Back on the record.	
11 that was pretty much the extent of our conversation. 11 If you would Mark that as Exhibit 12,	
12 Q. Approximately when were those three 12 please.	
13 visits you had with Milton? 13 (Exhibit 12 marked.)	
14 A. They were during school days, but dates 14 BY MR. FREER:	
15I couldn't remember.15Q.I'm handing you what's been marked	nd as
16 Q. How about years? 16 Exhibit Number 12 for identification purpor	
A. It was during the 2006-2007 school year. 17 a Notice of Issuance of Taking Deposition St	
18 Q. On any of those visits, did you discuss 18 Upon Person Most Knowledgeable of the Dr	-
19 naming issues such as naming classrooms or school 19 Sheldon G. Adelson Educational Institute.	
	~
20And while we're at it, we'll mark this21A.A.I did not,21As Exhibit 13,	8
	7
25 A. I did not. 25 which for identification purposes is the Noti	ICE OI
Page 11	Page 13
1 Q. Did Milton ever refer to the Milton I. 1 Taking Deposition of the Person Most Kno	owledgeable
2 Schwartz Hebrew Academy as "my school"? 2 of the Dr. Miriam and Sheldon G. Adelson	Educational
3 A. Yes, once I remember that. 3 Institute.	
4 Q. And what was the context of that? 4 Turning to Exhibit 12, have you see	en
5 A. I remember that was a conversation he 5 this document before?	
6 had. He talked about how proud he was of "my 6 A. Yes.	
7 school," and that was the day that he came in for 7 Q. And in what context have you seen	n this
8 the reading program. 8 document?	
9 Q. So that would have been in the '06-'07 9 A. It was given to me by my attorney.	•
10 year? 10 Q. Have you reviewed this document	
11 A. Yes. 11 A. Yes.	
12 Q. Did you ever hear Milton I. Schwartz use 12 Q. If you could turn to page 3 actua	ally,
13 the phrase "in perpetuity"? 13 turn to page 2, I apologize, page 2.	°⊈r≉
14 A. No. 14 MR. COUVILLIER: This document,	Alan.
1.5 Q. Did that phrase ever come up in any of 15 just for the record, has two pages 2. So is it the	
16 the board meetings you attended? 16 first before the exhibit?	-

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		Dra that phrase ever come up in any or	a	Just for the record, has two pages 2. So is it the
16	the bo	ard meetings you attended?	16	first before the exhibit?
17	A.	No.	17	MR. FREER: Yes, before the exhibit.
18	Q.	Have you ever reviewed the bylaws, any	18	BY MR. FREER:
19	bylaws	s of the school?	19	Q. So for identification purposes, it is
20	A.	Yes.	20	the second page of the Deposition Subpoena Duces
21	Q.	And which bylaws have you reviewed?	21	Tecum that starts on the first line on the top of
22	Α.	There were a couple of different bylaws.	22	the second page "your behalf." Yeah, one more page.
23	When	I went through the files, I think that we	23	MR. COUVILLIER: Okay, it's the second
24	had	if I remember correctly there were three	24	page of the exhibit in Exhibit 12.
25	differe	nt bylaws that were on record.	25	MR. FREER: Told you I didn't know how

5 (Pages 14 to 17)

	Page 14		Page 10
1			
1 2	to count. That's why I was an English major. BY MR. FREER:	1	A. I'm here to answer questions that come before me.
3		3	
4	Q. You'll see the top, first and second	4	Q. In preparing for your deposition, what
5	line, "The persons you designate will be examined and avalaned to testify on the metters set fourth	4	did you in preparation for today, what documents
6	and ordered to testify on the matters set forth	5	did you review?
7	below that are known or reasonably available to the	R	A. The documents that were sent to me by my
8	organization."	7	attorney.
9	Are you the person that's been	8	Q. And do you recall which documents those
9 10	designated to appear and testify on behalf of	9	were?
10	Adelson Education Campus?	10	A. We had well, the Roberta Sabbath
11 12	A. Iam.	11	letter. (Indicating).
13	Q. And what areas have you been designated	12	MR. COUVILLIER: And to the extent that
	to provide testimony for?	13	it calls for attorney work product, I'm going to
14 15	A. That was not specified.		object to the scope of the question and instruct you
15 16	MR. COUVILLIER: And I will state for the record that this subihit. Exhibit 12, in this	15	not to answer regarding based upon conversations
17	the record that this exhibit, Exhibit 12, in this	16	that we may have had regarding the litigation in
18	Notice of Deposition under rule NRCP 30 (b)(6) did	17	general. But as to the scope of what you
19	not identify the topics for deposition and so we	18	independently reviewed, if any, documents to prepare
	have produced and the school has produced	19	for your deposition.
20	Mr. Schiffman to testify in connection with the	20	THE WITNESS: For today?
21	discovery that was permissible by the court, which	21	MR. COUVILLIER: Yes.
22	is discovery relevant to the broad preliminary issue	22	THE WITNESS: None others.
23	of whether the purpose and condition of the bequest	23	BY MR. FREER:
24	under section 2.3 of the will is for the school to	24	Q. None others other than the Roberta
25	be named the Milton I. Schwartz Hebrew Academy in	25	Sabbath letter?
	Page 15		Page 17
1	perpetuity as raised in the executor's first claim	1	A. Right.
2	for relief.	2	Q. Did you review any memoranda prepared by
3	MR. FREER: And for the record, I will	3	Mr. Couvillier?
4	direct everybody's attention to page three of the	4	A. I read the materials that were sent to
5	deposition, which says "items to be produced" and	5	your office.
6	note for the record that there is a typo attached to	6	Q. Those materials being the documents
7	that, it should say "and areas of testimony to be	7	produced in response to request for production of
8	given," and note that this could have been resolved	8	documents?
9	prior to the deposition by a simple phone call if a	9	A. Yes.
LÓ	misunderstanding occurred.	10	MR. FREER: Let's mark that as
1	With that, we'll continue with the		Exhibit 14,
.2	deposition, but I will reserve my right to seek a	12	(Exhibit 14 marked.)
.3	motion to the extent that they are not able to	13	BY MR. FREER:
4	provide answers to questions, and we'll reserve our	14	Q. Mr. Schiffman, if you'll take a moment
15	right to continue the deposition and perhaps move to	15	and flip through probably on about page 15 it
.6	compel with respect to those topics.	16	starts, documents Bates labeled AC200001 through
17	MR. COUVILLIER: And I reserve my	17	AC200072.
L8	objection and rather than take up all this	18	
19 19	deposition time, we respectfully disagree, but I	19	A. Could you repeat those numbers again for me, please.
20	will preserve that response, too, and allow	20	
21	Mr. Freer to continue with his deposition.	$\frac{20}{21}$	Q. Sure. AC200001 through 72. And if you'll just flip through those documents and I'll
22	BY MR. FREER:	22	ask you a follow-up question.
23	Q. So in your own words, Mr. Schiffman,	23	Are those the documents that you
24	what are you prepared to testify on behalf of the	23	reviewed in preparation for your deposition, as
25	school for today?	25	well?
1D	SCHOLL HOF HURSEY?		

6 (Pages 18 to 21)

Down 10	
Page 18	Page 20
1 A. Let me just say this, I reviewed that	1 provide testimony?
2 these documents would be here.	2 MR. COUVILLIER: Objection, asked and
3 Q. Did you provide those documents to your	3 answered.
4 counsel in response to a request for production?	4 BY MR. FREER:
5 A. The answer, I believe, and I will say	5 Q. You may answer.
6 that	6 A. Nothing else.
7 MR. COUVILLIER: We Bates numbered	7 Q. Was there any information you attempted
8 those.	8 to obtain for preparation for today's deposition
9 THE WITNESS: Yeah, we put those	9 that you were unable to access or obtain?
10 together. The specific documents, I did not.	10 A. The only piece dealing with this is that
11 BY MR. FREER:	11 a month ago I asked my Board if they had anybody
12 Q. You did not put together or review?	12 had any documents that pertained to the will of
13 A. No, I reviewed. As far as put together	13 Milton I. Schwartz.
14 is concerned, these were we gave files to our	14 Q. And did you receive answers from the
15 attorneys to review.	15 board members?
16 Q. Were those documents contained within	16 A. Yes.
17 files you gave to your attorney for production?	17 Q. And what was the answer?
18 A. That is correct.	18 A. It was negative.
19 Q. And do those documents, they're labeled	19 Q. How far back does the school keep
20 various I'll represent they're labeled various	20 minutes and agenda?
21 minutes and agenda. Are those the official minutes	21 A. I believe our records go back to around
and agenda of the Milton I. Schwartz Hebrew Academy?	22 1990 .
23 A. They are.	23 Q. And those are all maintained at your
24 Q. And were they ratified by the Board?	24 office?
25 A. I couldn't answer that.	25 A. Yes.
Page 19	Page 21
1 Q. Do you know who could?	1 Q. And how are they maintained?
2 A. I could not. This is prior to me being	2 A. They're kept in files in binders.
3 here.	3 Q. And are those likewise marked "Board
4 Q. These documents were located within the	4 Minutes" or how are those marked?
5 school's files?	5 A. They are marked "Board Minutes".
6 A. They were,	6 Q. With respect to those documents and some
7 Q. And what was the label of the files that	7 of the documents presented, the board minutes and
8 these documents were located under?	8 agenda at times reference attached documents. In
9 A. The files were kept in boxes marked	9 those in your files, are those attached documents
10 "Board Minutes."	10 that are referenced on the minutes and agenda
11 Q. Were they kept in the ordinary course of	11 attached or does your file just have minutes and
12 business?	12 agenda solely?
13 A. I believe so.	13 A. There are I can't speak specifically
14 Q. And who accessed these documents to give	14 for every one, but there are attachments to some of
15 them to the lawyers?	15 the documents.
16 A. I did.	16 Q. Was anybody else at your office involved
17 Q. Are you aware of any facts or	17 with compiling documents to provide to your
18 information that would lead you to believe that	18 attorney?
19 these were not the official minutes of the Board or	19 A. No.
20 agenda of the Board?	20 Q. In providing documents to your attorney,
21 A. I believe these were the correct minutes	21 did you review any electronic forms of media such as
22 of the Board.	22 recordings of minutes or word processing documents
23 Q. Aside from reviewing the Roberta Sabbath	23 that might contain minutes or agenda?
24 letter and providing these documents to your	24 MR. COUVILLIER: Objection, compound
· · · ·	25 question.

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	Page 22		Page 24
1	BY MR. FREER:	1	- · · · · ·
2		1	disagree and we'll probably be filing motions.
3	Q. You may answer.	2	Do you have any personal knowledge as to
	A. I did not find any.	3	the issuance of this letter?
4	Q. Do you know whether any recordings exist	4 E	A. No.
5	of minutes?	5	Q. Other than reading the contents of this
6	A. No.	6	letter, have you done anything to educate yourself
7	Q. Do you know whether any electronic	7	about this letter?
	whether any minutes are stored in electronic medium?	8	A. No.
9	A. No.	9	Q. Have you spoken to anybody about this
10	Q. With respect to the letter from Roberta	10	letter?
11	Sabbath, I'm going to provide you a copy of that.	11	A. No.
12	I'm going to hand you what's been previously marked	12	Q. Prior to reading this letter, did you
*	as Exhibit No. 5 in another deposition, which I'll	13	know that this letter existed?
	represent to you is a copy of a letter from Roberta	14	A. No.
	Sabbath. Have you reviewed this document?	15	Q. Have you ever discussed the naming of
16	A. Yes,	16	the Milton I. Schwartz Hebrew Academy with respect
17	Q. Did you talk to the Board about this	17	to I'll break it down.
	document?	18	Have you ever discussed with any of the
19	A. No.	19	board members the initial naming of the Hebrew
20	Q. Upon reviewing this document, did you do	20	Academy, the Milton I. Schwartz Hebrew Academy in or
	anything to research the history or circumstances	21	about 1990?
22	surrounding this letter?	22	A. No.
23	A. No.	23	MR. COUVILLIER: Paul, give me a little
24	MR. COUVILLIER: I'm going sorry,	24	pause in between that. And that's to the extent of
25	Paul. Late objection. I'm going to object to	25	course, any such discussions were outside of my
	Page 23		Page 25
1	questions regarding this document and the	1	presence with the Board or any liaison
	introduction of the document. It's our position it	2	communications between myself and the Board through
	violates the Court's November 12th, 2013, Order and	3	you regarding this matter in seeking legal advice
	the scope of discovery that's permissible. This	4	with regards to the issues that are raised here.
5	letter is dated 1996. What's at issue is the will	5	THE WITNESS: We're going to have to
	of Milton I. Schwartz, which is of 2004.	6	rephrase the question to me, I apologize.
7	So this letter has nothing to do with	7	MR. FREER: Could you repeat the last
8	the will and the narration for discovery is whether	8	question.
	the purpose and condition of the bequest under	9	(The record is read by the reporter.)
	section 2.3 of the will was for the school to be	10	THE WITNESS: No.
	named the Milton I. Schwartz Hebrew Academy in	11	BY MR. FREER:
	perpetuity, and therefore, I believe this line of	12	
	questioning and the introduction of this document	13	
	violates the Court's order.	13	you do any investigation or research with respect to the naming of the Habyew Academy in or about 10002
15	MR. FREER: And as previously stated in	14	the naming of the Hebrew Academy in or about 1990? A. I did not.
		15 16	
	other depositions, we respectfully disagree. Our interpretation of the Order is that sputhing going		Q. Are you familiar with the circumstances
	interpretation of the Order is that anything going towards Milton's understanding and the intert as to	17 10	in 1994 that led the school to legally drop the name
	towards Milton's understanding and the intent as to	18 10	of Milton I. Schwartz from the Hebrew Academy?
	the naming of the school has direct bearing upon what he intended upon the time of drafting his will	19 20	A. Yes.
	what he intended upon the time of drafting his will,	20	Q. And what occurred with respect to the
	and as such, any representations or statements made	21	dropping of the name in 1994?
	to him concerning the name of the school is directly	22	A. It was a conversation we had with Milton
دے	relevant under the Court's order.	23 24	that told me it was a terrible time in his life.
24	12 V 11 A L L L L L L L L L L L L L L L L L		
24 25	BY MR. FREER: Q. That's just a long way of saying we	24 25	Q. And what did Milton tell you? A. That it was that he had you know,

8 (Pages 26 to 29)

			8 (Pages 26 LO 29
	Page 26		Page 28
1	he felt bad about that. And that he was sorry that	1	THE WITNESS: No.
2	that was you know, that phase had taken place,	2	BY MR. FREER:
3	but it was not a that's pretty much it.	3	Q. Do you know anybody associated with the
4	Q. Did Milton express to you an	4	school that might have knowledge with respect to
5	understanding as to why his name was taken off in or	5	that issue?
6	around 1994?	6	MR. COUVILLIER: Objection, vague as to
7	A. Our discussion evolved around a falling	7	"associated with the school."
8	out with Tamar Lubin.	8	BY MR. FREER;
9	Q. In connection with the falling out with	9	Q. You may answer.
10	Tamar Lubin, did Milt discuss his name coming off	10	A. May I ask what year we're talking about?
11	the school and coming back on the school?	11	Q. Actually, we can break it down. With
12	A, No,	12	respect to the 1990 era, do you have any
13	Q. Or was it sorry?	13	information?
14	A. No, he did not.	14	A. I do not.
15	Q. It was just more a general falling out	15	Q. With respect to 1994 to 1996, do you
16	with Tamar Lubin?	16	know of anybody that might have information?
17	A. Again, pretty much that was the context	17	A. I do not.
18	of it.	18	Q. And with respect to 2004 going forward,
19	Q. Did Milt tell you he was aware his name	19	do you have any information or reason to believe
20	was removed from the school in or about 1994?	20	strike that. That was a bad question.
21	A. That, I don't remember that	20 21	With respect to 2004 forward, do you
22	conversation,	21	know of anybody that might have information
23	Q. Conversely, in or around 1996 in	23	
24	- · · ·	23 24	concerning the naming of the school? A. It's my understanding there was a
25 25	name was legally placed back on the school, did you	24 25	• •
	name was regary praced back on the sensor, and you		conversation with the Adelson well, with Sheldon
	Page 27		Page 29
1	have any discussions with Milt concerning that?	1	Adelson and Victor Chaltier.
2	A. I did not.	2	Q. You say that conversation with Sheldon
3	MR. COUVILLIER: Objection to the form	3	and Victor, was that between the two of them or did
4	of the question.	4	it involve third parties?
5	BY MR. FREER:	5	A. Between the three of them.
6	Q. Did Milt ever tell you that the school	6	Q. The third being Milt?
7	was named after him again in or around 1996?	7	A. Yes.
8	MR. COUVILLIER: Objection, asked and	8	Q. Do you know when that conversation
9	answered.	9	occurred?
10	BY MR. FREER:	10	A. I do not remember.
11	Q. You may answer.	11	Q. Do you know the substance of that
12	A. No. Can we take a break for just one	12	conversation?
13	minute.	13	A. Not enough to comment on.
14	Q. Yes, no problem.	14	Q. Do you know the general nature of that
15	(A discussion is held off the record.)	15	conversation?
16	BY MR. FREER:	16	A. It was that the campus would be named
17	Q. Back on the record.	17	the Dr. Miriam and Sheldon G. Adelson Educational
18	Are you aware of any communications	18	Campus.
19	between the school and Milton I. Schwartz regarding	19	Q. Do you know whether in that conversation
20	naming the school the Milton I. Schwartz Hebrew	20	it was represented that Milt's name would no longer
21	Academy?	21	be associated with that campus?
22	MR. COUVILLIER: Objection, the question	22	A. No knowledge.
23	violates the scope of the Court's November 11,	23	Q. Who informed you about that
24	2012 or '13 Order.	24	conversation?
25	You can answer the question, Paul.	25	A. It was Sheldon and Victor,
	1	1	

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PAUL SCHIFFMAN - 3/11/2014

	• • • • • •	2	
	Page 30	200 200	Page 32
1	Q. Sheldon told you that he had a	1	A. I'm sorry?
2	conversation with Milt to the effect that Milt's	2	Q. Do you believe when Sheldon and/or
3	name would no longer be associated with the school?	3	Victor told you their recount of their conversation
4	A. No.	4	with Milt, do you believe their version of events?
5	MR. COUVILLIER: Objection, asked and	5	MR. COUVILLIER: Objection to the form
6	answered.	6	of the question.
7	BY MR. FREER:	7	THE WITNESS: I believe it to be true.
8	Q. Did Victor tell you he and Sheldon had a	8	BY MR. FREER:
9	conversation in which Milt's name would no longer be	9	Q. Are you aware of any documents or
10	associated with the school?	10	communication among board members regarding
11	MR. COUVILLIER: Objection, asked and	11	retaining the name of the Milton I. Schwartz Hebrew
12	answered.	12	Academy in perpetuity?
13	THE WITNESS: No.	13	MR. COUVILLIER: Objection, vague.
14	BY MR. FREER:	14	THE WITNESS: No.
15	Q. With respect to your understanding of	15	BY MR. FREER:
16	the communication related to you by Sheldon and	16	Q. Do you know of any individuals that had
17	Victor, what was to occur with respect to the naming	17	any conversations with Milt concerning retaining the
18	rights?	18	name of the school as the Milton I. Schwartz Hebrew
19	MR. COUVILLIER: Objection, asked and	19	Academy in perpetuity?
20	answered.	20	A. I do not.
21	THE WITNESS: I'm going to well, 1	$\frac{2}{21}$	Q. Are you aware of any agreements or
22	need I don't understand the question, so.	22	documents provided to Milton concerning naming the
23	BY MR. FREER:	23	school the Milton I. Schwartz Hebrew Academy?
24	Q. You previously and tell me if I'm	24	MR. COUVILLIER: Objection to the scope
25	wrong. I'm just trying to ferret out a couple nooks	25	of the question, that it violates the scope in
	in ongo 1 m just trying to forfor out a couple nooks		of the question, that it violates the scope in
]	Page 31		Page 33
1	and crannies. You previously testified that you're	1	permissible discovery under the court's
2	aware of a conversation that Sheldon and Victor had	2	November 11th, 2013, order or November 12th, I'm
3	with Milt concerning naming the school the Adelson	3	sorry, 2013, letter.
4	Education Campus; is that correct?	4	BY MR. FREER:
5	A. Yes.	5	Q. Do you need me to have the question read
6	Q. And what is your understanding with	6	back?
7	respect to how the Milton I. Schwartz Hebrew Academy	7	A. Please.
•	fit is with the manufacture fit and detailed The sector	8	A. Please.
8	fit in with the naming of the Adelson Education	8	
	Campus?	8 9	A. Flease. (The record is read by the reporter.) THE WITNESS: Yes.
8		1	(The record is read by the reporter.)
8 9	Campus?	9	(The record is read by the reporter.) THE WITNESS: Yes. BY MR. FREER:
8 9 10	Campus? MR. COUVILLIER: Objection, asked and	9 10	(The record is read by the reporter.) THE WITNESS: Yes. BY MR. FREER: Q. And what documents are you aware of?
8 9 10 11	Campus? MR. COUVILLIER: Objection, asked and answered.	9 10 11	 (The record is read by the reporter.) THE WITNESS: Yes. BY MR. FREER: Q. And what documents are you aware of? A. The one in front of us, May 23rd, 1996.
8 9 10 11 12	Campus? MR. COUVILLIER: Objection, asked and answered. THE WITNESS: At that point, we were	9 10 11 12	 (The record is read by the reporter.) THE WITNESS: Yes. BY MR. FREER: Q. And what documents are you aware of? A. The one in front of us, May 23rd, 1996.
8 9 10 11 12 13	Campus? MR. COUVILLIER: Objection, asked and answered. THE WITNESS: At that point, we were talking about the lower school having the name the	9 10 11 12 13	 (The record is read by the reporter.) THE WITNESS: Yes. BY MR. FREER: Q. And what documents are you aware of? A. The one in front of us, May 23rd, 1996. Q. Are you aware of any other documents?
8 9 10 11 12 13 14	Campus? MR. COUVILLIER: Objection, asked and answered. THE WITNESS: At that point, we were talking about the lower school having the name the Milton I. Schwartz Hebrew Academy.	9 10 11 12 13 14	 (The record is read by the reporter.) THE WITNESS: Yes. BY MR. FREER: Q. And what documents are you aware of? A. The one in front of us, May 23rd, 1996. Q. Are you aware of any other documents? A. No.
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PAUL SCHIFFMAN - 3/11/2014

10 (Pages 34 to 37)

Page 34	Page 36
1 again, please.	1 an agreement regarding changing the name to the
2 (The record is read by the reporter.)	2 Adelson Educational Campus that occurred prior to
3 THE WITNESS: Yes.	3 you coming to the school; is that correct?
4 BY MR. FREER:	4 A. No, that is not. There was
5 Q. What information do you have?	5 conversations. The agreement was actually
6 A. The Board changing the bylaws to change	6 formalized and I can't remember the exact time, but
 The board enalging the bylaws to enalge the name. 	7 the conversations about what it was going to be
8 Q. And what was the reason for the Board	8 named occurred prior to my coming.
 9 changing its bylaws? 	9 Q. And those are the conversations between
MR. COUVILLIER: Same objection.	10 Milt, Victor and Sheldon or were those other
11 THE WITNESS: I couldn't answer that.	11 conversations?
12 BY MR. FREER:	12 A. Those were conversations with the Board.
12 Q. Were you present at any of the board	
14 meetings in which they voted to change the bylaws?	13Q.Are you aware of any documents or14minutes that would reflect any of those
-	15 conversations?
2	
	18 did you come across any documents that referenced 10 10
	19 any type of an agreement or understanding?
Q. Did that occur at a prior meeting? A. I believe those conversations occurred	20 A. I did not.
	21 Q. Did Milt ever discuss with you leaving
before I had come to Las Vegas.	22 money to the Milton I. Schwartz Hebrew Academy upor
Q. So it's your understanding that prior to	23 his death?
 24 2006, there was already a decision to amend the 25 bylaws to change the name of the school? 	A. He did not.
25 bylaws to change the name of the school?	25 Q. Do you know whether he discussed that
Page 35	Page 37
1 A. Yes.	1 with anyone?
2 Q. Are you aware of an a amount of funds	1with anyone?2A.I do not.
 Q. Are you aware of an a amount of funds donated to or paid by Milt to the school? 	T. T
 Q. Are you aware of an a amount of funds donated to or paid by Milt to the school? 4 MR. COUVILLIER: Objection, violates the 	2 A. I do not.
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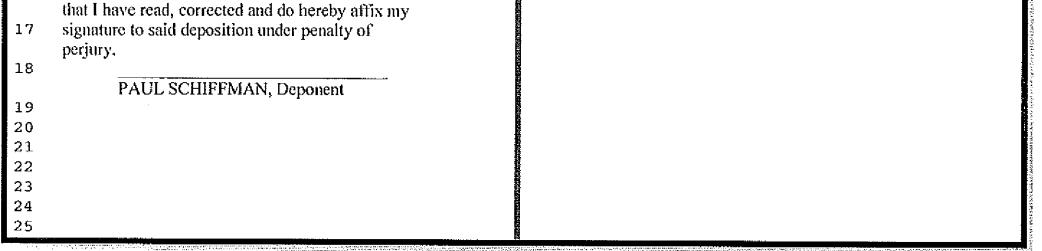
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PAUL SCHIFFMAN - 3/11/2014

11 (Pages 38 to 40)

	II (Pages 38 to 40
Page 38	
1 (The deposition concluded at 2:27 p.m.)	1 CERTIFICATE OF REPORTER
2 -0Oo-	2 STATE OF NEVADA))SS:
3 4	3 COUNTY OF CLARK)
5	4 I, Karen L. Jones, a duly commissioned and
6	5 licensed Court Reporter, Clark County, State of
7	6 Nevada, do hereby certify: That I reported the
8	7 taking of the deposition of the witness, PAUL
9	8 SCHIFFMAN, commencing on Tuesday, March 11, 2014, a
LO	9 1:29 p.m. 10 That prior to being examined, the witness was.
11	10That prior to being examined, the witness was,11by me, duly sworn to testify to the truth. That l
12	12 thereafter transcribed my said shorthand notes into
13	13 typewriting and that the typewritten transcript of
14	14 said deposition is a complete, true and accurate
15	15 transcription of said shorthand notes.
16	16 I further certify that I am not a relative or
17	17 employee of an attorney or counsel of any of the
L8	 18 parties, nor a relative or employee of an attorney 19 or counsel involved in said action, nor a person
1.9	19 or counsel involved in said action, nor a person20 financially interested in the action.
20	21 IN WITNESS HEREOF, I have hereunto set my
21	hand, in my office, in the County of Clark, State of
22	23 Nevada, this 23rd day of March, 2014.
23	24
24	KAREN L. JONES, CCR NO. 694
25 	25
Page 39	
1 CERTIFICATE OF DEPONENT 2 PAGE LINE CHANGE REASON 3	
4	
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10 11	
12	
13	
14 * * * * *	
15 I, PAUL SCHIFFMAN, deponent herein, do hereby	
certify and declare the within and foregoing transcription to be my deposition in said action;	
that I have read, corrected and do hereby affix my	

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ADELSON CAMPUS

Exhibit 8

March 16, 2004, School Board of Directors Meeting Agenda, Minutes & Chairman's Report

The Milton I. Schwartz Hebrew Academy Board Meeting – 5:30 p.m. <u>TUESDAY, MARCH 16, 2004</u> AGENDA

	Ľ	Call to Order	- D'Yar Torah
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- II. Chairman's Report Victor Chaltiel
 - 1. Permanent Director Recruitment
 - 2. 2003-2004 Enrollment Overview
 - 3. School Funding Issues
- III. Admissions Melanie Bash
 - 1. Specific Enrollment/Re-Enrollment Report
- IV. Development and Community Relations Melanie Bash
 - 1. Planned Activities to June 2004
- V. Interim Director & Chief Education Officer June Eshelman
 - 1. Teacher Review Contract Renewal and Recruitment
- VI. Chief Strategy/Administrative Officer & Treasurer's Report Ken Sherman/Ercy Rosen
 - 1. P&L Statements, Balance Sheet, Cash Flows in January & Year to Date
 - 2. Cash Flow Forecast March to June
 - 3. Website
 - 4. Summer Camp
 - 5. Brochure
- VII. Other Matters
 - 1. Approval of Minutes February 10, 2004
 - 2. Set Next Meeting Date April 13, 2004 or April 20, 2004
 - 3. Request Action: <u>\$8,000 Offer to Purchase Utab Property</u>

4. Request Action: <u>Request for Approval of High Desert Proposals</u>





CHAIRMAN'S REPORT

AC200009



CHAIRMAN'S REPORT

VICTOR CHALTIEL

1

1, Permanent Director Recruitment

- 1.1. Review Project and alternatives
- 1.2. Review Richard Isaacs

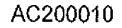
2. 2003-2004 Enrollment Overview

- 2.1 PR, Advertising and marketing programs
- 2.2 Direct contacts, mailings to community leaders, new brochure
- 2.3 Summer Camps (JCC, Federation)
- 2.4 2004-2005 Middle School Minimum Registration (25-30 students?)
 - Longer Term Feeding System
 - Two classes per elementary grades
 - Henderson (Hebrew Academy 2) subsidiary? Subsidiary to begin first with PreK and Kindergarten, then grow to 5th grade. Direct costs only, as all administration would be from Hebrew Academy 1.

3. School's Funding Issues

2.5

- 3.1 Bank Loans and Debt Servicing (21% of budget)
- 3.2 Unsustainable Higher Tuition, Lower Costs, Capacity, Utilization
- 3.3 Naming Opportunities? (Pre-School, Elementary, Middle School, High School Eventually)
- 3.4 Current School Year Issues





The Milton I. Schwartz Hebrew Academy **Board of Trustees Meeting** March 16, 2004

The regular meeting of the Milton I. Schwartz Hebrew Academy was called to order at 5:45 p.m., March 16, 2004.

Present: Victor Chaltiel, Sheldon Adelson, Leah Stromberg, Ercy Rosen, Suzanne Steinberg, Milton Schwartz, Jill Davidson, Geri Rentchler, Rachel Schwartz, Irv Steinberg, Ken Sherman, Dorit Schwartz, and Steve Cloobeck by phone.

Absent: June Eshelman

Chairman's Report

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See attached Chairman's report.

The candidate Richard Isaacs was discussed. Milton made a motion authorizing Victor to negoliate a package for Isaacs to be the next director for around \$100,000 to be negotiated, subject to a complete reference check. The motion passed.

It was agreed that the board would vote again on the final contract.

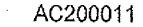
A motion was passed authorizing Victor to start a summer camp for this summer. Melanie would be in charge of the camp. The Jewish Federation has offered to provide the following \$10,000 non-recourse loan towards this, advertising and copy in the Jewish Reporter for free, and assistance with the Israel connection; this Hebrew Academy camp will be "A project of the Jewish Federation/United Jewish Community of Las Vegas Annual Campaign." The budget and advertising plan for the camp is to follow as soon as possible from Melanie.

Victor would like to have more scholarships available, especially for the middle school. He would like extensive administrative support in middle school enrollment and retention.

Victor pointed out that 21% of the budget is bank loans servicing, and that a capital campaign with naming opportunities needs to ensue.

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Board minutes 3/16/04



Development and Community Relations

See enclosed report.

The 1800 Club will be held on Thursday, May 20th at the Guggenheim Museum (Venetian Hotel) and will be graciously hosted by Dr. Miriam and Sheldon Adelson.

Admissions and Director's Reports

See enclosed reports.

Treasurer's Report

Please see financial information in packet.

A motion was passed to approve the sale of the Utah property for \$8000.

A motion was passed to approve the grading of the dirt and trim the palm trees.

STANDING COMMITTEES

Committees to report formally next meeting.

Other Matters

None

The minutes of the February 10th meeting of the Board of Trustees were unanimously approved as distributed. The next Board meeting will be April 20th, 2004 at 6:00 p.m.

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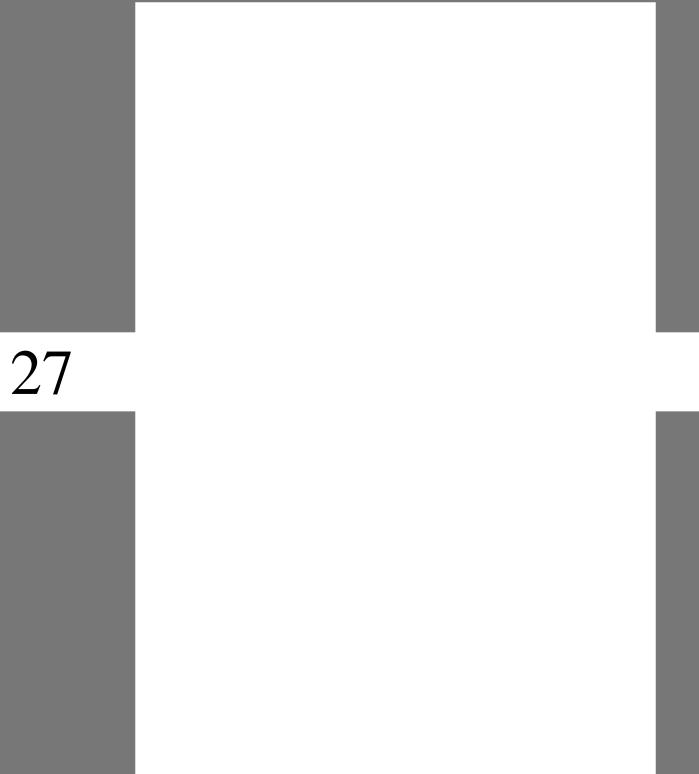
Respectively submitted,

Suzanne Steinberg

Secretary Board of Trustees

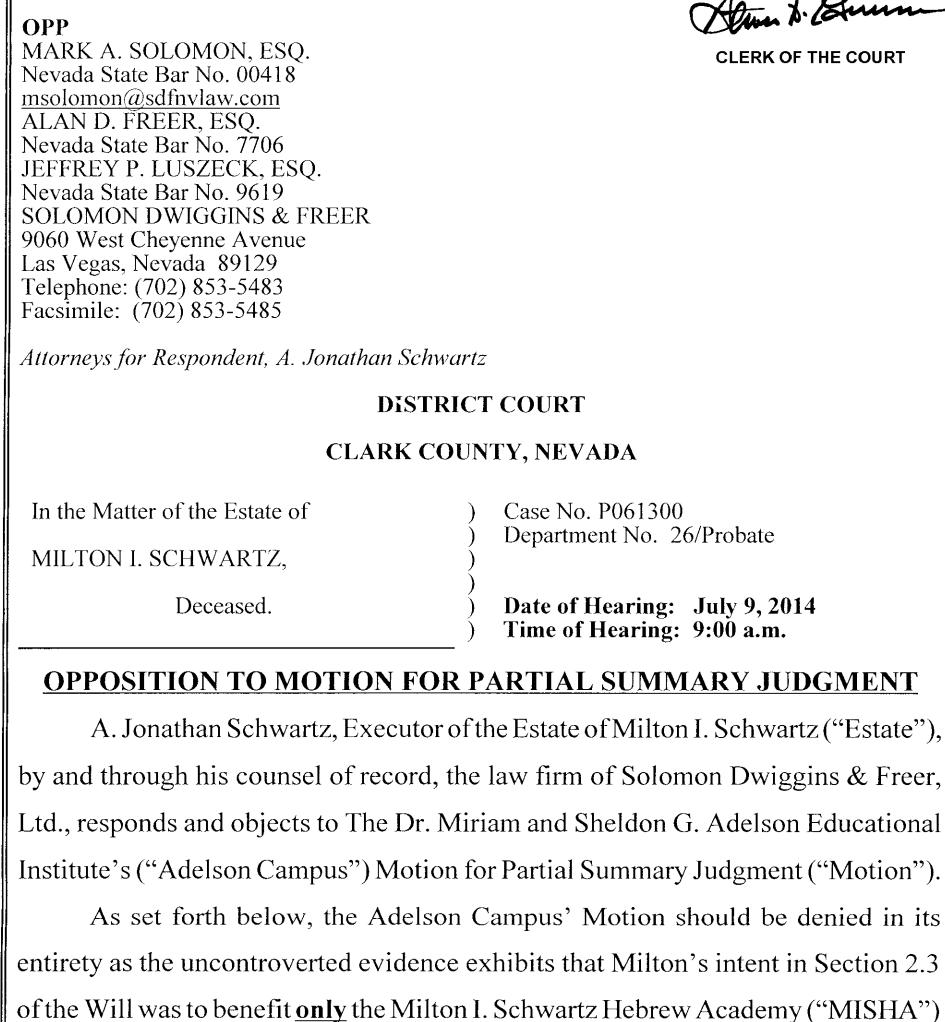
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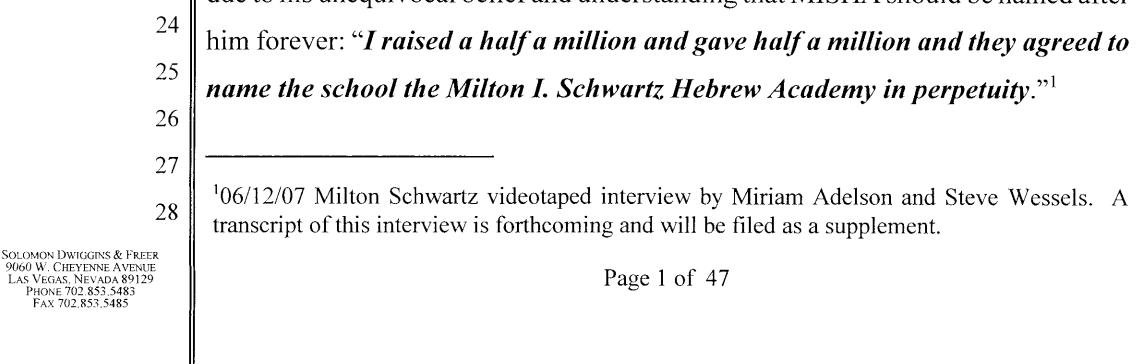
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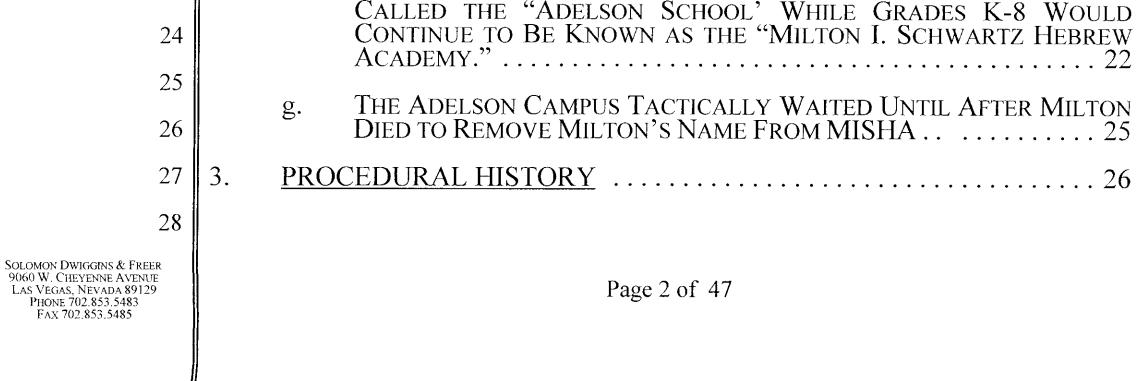
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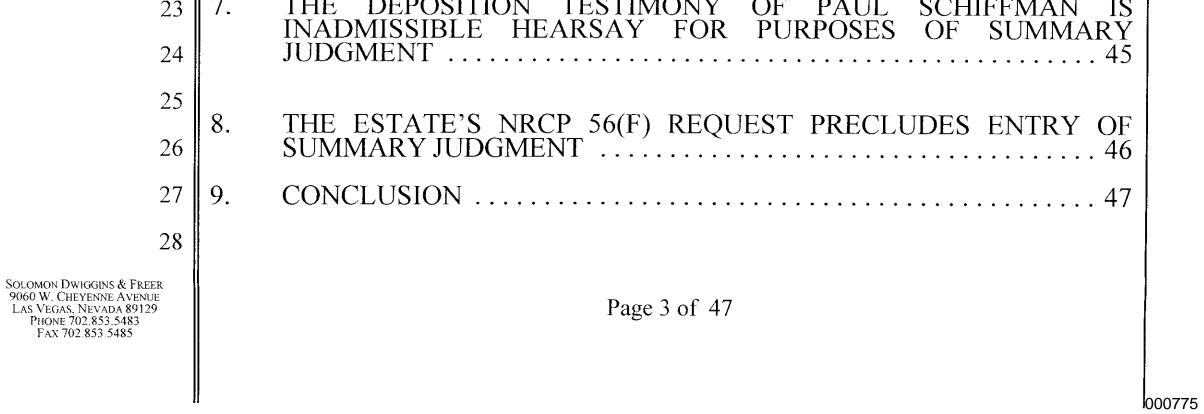




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2	$\underline{\underline{Cases}}$	
3	Adkins v. Oppio. 105 Nev. 34. 36 (1989) Allen v. A.H. Robins Co., Inc., 752 F.2d 1365, 1371-1372 (9th Cir. 1985) 44;45	
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9	<i>Cook v. Smith</i> , 673 S.W.2d 232, 235 (Tex. Ct. App. 1984)	
-	Greil Memorial Hospital v. First Alabama Bank of Montgomery, N. A., 387	
10	So.2d 778 (Ala. 1980)	
11	In re Estate of Bickert, 447 Pa. 469, 290 A.2d 925, 926 (1972)	
12	In re Jones' Estate, 72 Nev. 121, 123-24, 296 P.2d 295, 296 (Nev. 1956) 42	
13	<i>In re Holmes Estate</i> , 98 Colo. 360, 56 P.2d 1333, 1335 (1936)	
14	In re Estate of Waterloo, 250 P.3d 558, 561(2011)	
15	In re Hospitality of Vermont, Inc., 27 B.R. 737 (Bankr. D. Vt. 1983) 44;46 Jackson, 106 Ariz. at 83, 471 P.2d at 279 30	
16	<i>M.C. Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.,</i> 24 Nev. 901, 914, 193 P.3d 536, 545 (2008)	
17	Matter of Will of Hubner, 416 S.E.2d 401, 402 (N.C.App. 1992) 31;32 Matter of Estate of Morrell, 428 S.E.2d 697, 699 (N.C. Ct. App. 1993) 40	
18	Murphy v. Ford Motor Co., 170 F.R.D. 82, 84-85 (D. Mass. 1997) 44;46 Personhood Nevada v. Bristol, 126 Nev. Adv.Op. 56, 245 P.3d 572, 574	
19	$(2010) \ldots \ldots$	
20	Sanchez v. Loffland Bros. Co., 626 F.2d 1228, 1231 (5th Cir. 1980) 44;45 Scarborough v. Atlantic Coast Line R. Co., 190 F.2d 935, 941 (4th Cir. 1951) 44;45	
21	Sorrels v. McNally, 105 So.106, 107 (Fla. 1925)	
22	<i>Zirovcic v. Kordic</i> , 101 Nev. 740, 741-42, 709 P.2d 1022, 1023 (1985) . 29 <i>Vanderbilt University</i> , 174 S.W.3d 98 (Tenn. App. 2005)	
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	NRS 133.200	
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24	Nevada Kules of Civil Procedure $56(1)$
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	80 Am.Jur. 2d Wills §1412 30;31;32
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	Restatement (Third) of Property: Wills and Other Donative Transfers § 8.3(a) 39
27	Restatement (Second) of Property. Donative Transfers 834.7. Comment d 39
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28	305 P.3d at 73
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1. INTRODUCTION & OVERVIEW

"I raised a half a million and gave half a million and they agreed to name the school the Milton I. Schwartz, Hebrew Academy in perpetuity."²

Milton I. Schwartz uttered these words two months before his death in an
interview with Miriam Adelson. These words highlight Milton's understanding of
the naming of MISHA throughout his lifetime and are consistent with his intent and
expressions set forth in Section 2.3 of the Will: that the bequest should only go to
the Milton I. Schwartz Hebrew Academy, an entity which bore his name; an entity
that was his brain child; an entity which was his life's work.

10 Milton's unequivocal understanding and intent, consistently expressed during 11 his lifetime and recounted in numerous instances create disputed material facts and 12 predicate legal issues, which preclude the entry of partial summary judgment against 13 the Estate. An examination of these events, set forth below, renders each of the 14 Adelson Campus' grounds for summary judgment irrelevant or untenable due to the 15 issues of fact permeating both the Adelson Campus' claims and the Estate's 16 affirmative defenses and counter claims asserted in its Petition for Declaratory 17 Relief. In its Motion, the Adelson Campus ignores and avoids the ultimate issue for 18 which the Court intended for the first phase of its bifurcated discovery plan: to 19 determine what the decedent, Milton I. Schwartz ("Milton"), understood and 20 intended when he drafted Section 2.3 of the Will. The Adelson Campus ignores this 21 issue for good reason: the uncontradicted evidence that permeates this case leads to 22 two conclusions: (1) Milton understood and intended that the Milton I. Schwartz 23 Hebrew Academy ("MISHA") was to bear his name "in perpetuity"; and (2) in

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drafting Section 2.3 of his Will, Milton clearly intended <u>only</u> to leave the bequest to MISHA, as an entity that bore his name, <u>and not</u> to any other entity that did not ²06/12/07 Milton Schwartz videotaped interview by Miriam Adelson and Steve Wessels. A transcript of this interview is forthcoming and will be filed as a supplement.

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bear his name. 1

Such uncontroverted evidence of Milton's understanding and intent renders 2 a fatal flaw as to each of the three requests for partial summary judgment sought by 3 Adelson Campus. Additionally, each asserted ground for partial summary judgment 4 5 likewise faces insurmountable legal and factual hurdles that preclude the entry of 6 judgment.

> THE ADELSON CAMPUS' FIRST ISSUE REGARDING "JEWISH EDUCATION" FAILS TO ADDRESS THE PREDICATE ISSUE THAT THE SECTION 2.3 BEQUEST IS INTENDED ONLY FOR MISHA. a.

9 The Adelson Campus's first ground for partial summary judgment on the 10 issue of whether the "purpose and condition of the \$500,000 bequest of Section 2.3 11 of Milton's Will is for 'the purpose of funding scholarships to educate Jewish 12 children only," improperly presupposes that the Adelson Campus is entitled to the 13 funds as the beneficiary under Section 2.3. However, before the Court can make any 14 determination as to the limitations on the <u>use</u> of the funds, it must first determine 15 whether the bequest has lapsed or whether the Adelson Campus is a proper 16 **recipient** of the funds. Due to these pre-existing issues, several factual and legal 17 issues preclude the entry of summary judgment. For example, the Court must first 18 make factual findings and determinations such as:

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- Whether the language of Section 2.3 requires the bequest to only be given to MISHA, an entity which bears Milton's name; 1.
- Whether the language in Section 2.3 permits a successor 2. beneficiary;
 - 3. Whether the bequest in Section 2.3 has lapsed under Nevada law;

4. Whether Milton intended the bequest to be made only to an entity bearing the name, the "Milton I. Schwartz Hebrew Academy"; and
5. Whether Milton intended to permit a successor entity that did not bear his name to receive the Section 2.3 bequest.
Each of these issues must first be resolved, because without a prior determination
of whether a beneficiary exists, the permissive use of the bequest is unripe and may
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be rendered moot. Cf. Boulet v. City of Las Vegas, 96 Nev. 611, 613, 614 P.2d 8, 1 9 (1980) (unripe case not appropriate for judicial review); Personhood Nevada v. 2 Bristol, 126 Nev. Adv.Op. 56, 245 P.3d 572, 574 (2010) (courts should not render 3 advisory opinions where events render the case moot). 4

> THE ADELSON CAMPUS' SECOND ISSUE REGARDING WHETHER b. SECTION 2.3 CONTAINS A "NAMING RIGHTS PROVISION" **ISCONSTRUES THE ESTATE'S CLAIMS AND DEFENSES REGARDING** THE CONSTRUCTION OF THE WILL AND MILTON'S EXPRESSED INTENT.

8 The Adelson Campus also seeks partial summary judgment on the issue of 9 whether Section 2.3 of the Will contains a naming rights provision. The Adelson 10 Campus' position impermissibly conflates the Estate's claims centered on the issue 11 of ascertaining Milton's understanding and intent when drafting Section 2.3 with 12 the Estate's claims for relief arising from the representations made by MISHA to 13 Milton during his lifetime. As such, summary judgment is precluded on this issue 14 because the Court must first make factual findings and determinations such as: 15 Whether Milton only intended the bequest in Section 2.3 to go to 1. MISHA if it bore his name in perpetuity; 16

- 2. Whether MISHA's promises and/or representations to Milton that the MISHA would retain his name in perpetuity played an integral part in forming Milton's understanding and intent in drafting Section 2.3;
- 3. Whether Milton's unilateral understanding and belief that MISHA was to bear his name in perpetuity operates to void the bequest on the ground of mistake; and
- Whether Milton would have made the disputed bequest had he 4. known that the Hebrew Academy would remove his name almost immediately following his death.

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23 Thus, contrary to the Adelson Campus' position, the issue before the Court is not 24 whether "naming rights" exist in Section 2.3. Rather, the predicate issues to be 25 determined are what is the legal effect of the language contained in Section 2.3 of 26 the will, and what was Milton's understanding and intent in drafting such language. 27 As stated above, the unequivocal evidence leads to the conclusion that Section 2.3's 28

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- only permissible beneficiary is MISHA and that in drafting section 2.3 and deciding
 to leave such bequest to MISHA, Milton understood and intended that MISHA was
 to bear his name "in perpetuity."
 - c. THE ADELSON CAMPUS' THIRD ISSUE REGARDING RELEASING THE \$500,000 to the Adelson Campus Is Grossly Presumptive and Premature as the Estate's Affirmative Defenses and Counterclaims Must First Be Resolved and Discovery Has Not Even Opened Under the Second Phase of the Court's Bifurcated Discovery Plan.

The Adelson Campus's third issue for partial summary judgment pertaining 8 to its request to release the \$500,000 from the Morgan Stanley blocked account 9 essentially requests summary adjudication of one of the ultimate issues at trial and 10 is precluded by a host of claims and affirmative defenses asserted by the Estate. 11 More importantly, under this Court's bifurcated discovery plan, the Estate has not 12 yet had an opportunity to conduct discovery as to its remaining claims and 13 affirmative defenses, since such discovery is to be completed in "phase 2." As such, 14 summary judgment is precluded on this issue because even in the unlikely event that 15 the Court determines that the Adelson Campus is a beneficiary under Section 2.3 of 16 the Will, the Court must still first make factual findings and determinations such as: 17 Whether MISHA promised and/or represented to Milton that MISHA would retain his name in perpetuity; 1. 18 19 Whether MISHA breached its contractual obligations to Milton 2. that it would bear his name in perpetuity; 20 Whether, for the purpose of obtaining contributions from Milton, MISHA and its officers and directors at least led Milton to 3. 21 believe that such an agreement existed; 22

4. Whether MISHA fraudulently induced Milton to make lifetime gifts and/or a bequest to the Milton I. Schwartz Hebrew

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2	7.	Whether the Hebrew Academy tactically waited until after Milton's death, when he would be unable to personally defend his legacy, to remove Milton's name from its corporate documents;	
3 4 5	8.	Whether the bequest to the Milton I. Schwartz Hebrew Academy is void due to fraudulent inducement or misrepresentation by the Hebrew Academy;	
6 7	9.	Whether the bequest to the Milton I. Schwartz Hebrew Academy is voidable due to breach of agreement, promissory estoppel by the Hebrew Academy or mistake by Milton;	
8 9	10.	Whether the Executor is authorized and directed to offset any bequest against lifetime donations made by Milton on account of the Hebrew Academy's breach of agreement and/or promise made by and between the School and Milton; and	
10 11 12	11.	Whether Milton's Estate is entitled to supplemental relief in the form damages and/or a constructive trust over funds in the hands of the Hebrew Academy which were contributed by Milton during his lifetime to the Milton I. Schwartz Hebrew Academy.	
13	As such,	the Adelson Campus's dogged insistence that the sole issue to be	
14	determine	d by this Court is the interpretation of a single paragraph of Milton's Will,	
15	and that the Court should ignore all outside considerations in ordering distribution		
16	of the Section 2.3 bequest is without legal or factual merit. The Adelson Campus		
17	cannot merely ignore the affirmative claims the Estate has filed against the Adelson		
18	Campus in its Petition for Declaratory Relief.		
19	Accordingly, a multitude of factual and legal issues preclude the entry of		
20	summary judgment on any of the grounds stated by the Adelson Campus. Simply		
21	stated, no	fact or law exists to warrant the entry of partial summary judgment.	
22	Moreover	, in the unlikely event that this Court questions the sufficiency of the	
23	already sul	bstantial evidence presented that clearly sets forth Milton's understanding	
	1 1 • / .		

and intent in drafting Section 2.3, the Court should grant leave for additional discovery under NRCP 56(f), which is especially appropriate since the parties are only in the first phase of this Court's two-phase bifurcated discovery plan. For these reasons, as set forth more fully below, the Motion should be denied in its entirety and this Court should order that second phase of the bifurcated discovery plan
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should be opened to enable the Estate to begin discovery on its remaining
 affirmative defenses and counterclaims.

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2. STATEMENT OF FACTS PRECLUDING SUMMARY JUDGMENT

The history of the Adelson Campus, formerly known as the Milton I. 4 5 Schwartz Hebrew Academy, is crucial to this matter. Milton was instrumental in the Howard Hughes Corporation's gift of land where the Hebrew Academy and 6 Adelson Campus now stand.³ Additionally, Milton provided key funding during its 7 8 formative years, through both personal donations and fundraising. Without his 9 efforts and contributions, there would be no Adelson Campus today.⁴ There would 10 have been no land and, more importantly, no school for later philanthropists like the 11 Adelsons to build on.

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a. IN 1989 THE HEBREW ACADEMY TOLD MILTON THAT IT WOULD CHANGE ITS NAME "IN PERPETUITY" TO THE MILTON I. SCHWARTZ HEBREW ACADEMY IN EXCHANGE FOR A \$500,000 DONATION.

In August 1989, Milton donated \$500,000 to the Hebrew Academy based
 upon the Hebrew Academy's guarantee that it would change its name in perpetuity
 to the "Milton I. Schwartz Hebrew Academy." As stated in Milton's sworn
 testimony: "Affiant donated \$500,000 to the Hebrew Academy in return for which
 it would guaranty that its name would change in perpetuity to the Milton I. Schwartz
 Hebrew Academy."⁵ This agreement is hereinafter referred to as the "1989
 Agreement." The Hebrew Academy's Headmaster and member of the Board of

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- Academy after Affiant donated \$500,000...." That the donation of \$500,000 by Affiant was condition precedent to the donation of the land by Summerlin...").
 - ⁴ See DVD Transcript of Paul Schiffman, attached hereto as **Exhibit N**, at 2:10-4:16; DVD Transcript of Victor Chatielat, attached hereto as **Exhibit U**.
 - ⁵ See Supplemental Affidavit of Milton I. Schwartz dated February 22, 1993, attached hereto as **Exhibit B**, at ¶4.

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²²

³ See Second Supplemental Affidavit of Milton I. Schwartz dated March 31, 1993, attached hereto as **Exhibit A**, at ¶¶ 7 and 8 ("That Summerlin only donated 17 acres for the Hebrew

1	Trustees, Tamar Lubin (who was a defendant in Milton's prior litigation with the
2	Hebrew Academy) confirmed the 1989 Agreement:
3	Milton Schwartz became elected to the Board of Trustees of the Hebrew
4	Academy after making a large gift to the school. Also in consideration of this grant, the school has borne his name since 1989 I personally
5	solicited Mr. Schwartz's donation to the Academy, the very donation resulting in the school being named for him. ⁶
6	The Board of Trustees of the Hebrew Academy memorialized the 1989
7	Agreement in its minutes from its August 14, 1989 special meeting, noting: "A
8	letter should be written to Milton Schwartz stating the Academy will be named
9	after him." ⁷ Likewise, in the Bylaws for the Hebrew Academy, adopted by the
10	Board of Trustees on December 18, 1990, the board approved the name change of
11	MISHA: "The name of the corporation is The Milton I. Schwartz Hebrew
12	Academy (hereinafter referred to as The Academy) and schall [sic] remain so
13	in perpetuity." ⁸ Members of the Board of Trustees understood the permanency of
14	the name change, prominently stating in the opening paragraph of the Bylaws: "The
15	name of the corporation is The Milton I. Schwartz Hebrew Academy (hereinafter
16	referred to as The Academy) and shall [sic] remain so in perpetuity."9
17	Amended articles of incorporation changing the name of the school to the
18	"Milton I. Schwartz Hebrew Academy," were filed on August 22, 1990 and were
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21	⁶ Affidavit of Tamar Lubin aka Tamar Lubin Saposnik at ¶¶19–21 attached as Ex_1 to Reply
212223	⁶ Affidavit of Tamar Lubin aka Tamar Lubin Saposnik at $\P \P$ 19, 21, attached as Ex. 1 to Reply in Support of First Accounting and Report.

- Exhibit C; Certificate of Amendment of the Articles of Incorporation of the Hebrew Academy, attached hereto as Exhibit D.
- ⁸ See December 18, 1990, Bylaws, Article I(1), attached hereto as Exhibit E. See also April 13, 1999, Bylaws, Section 1.01, attached hereto as Exhibit F ("The name of the Corporation is the Milton I. Schwartz Hebrew Academy and will remain so in perpetuity.")
 - ⁹ See Exhibit E, Article I(1).

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2	the Hebrew Academy conveyed the underlying property upon which it operated to
3	the "Milton I. Schwartz Hebrew Academy, a Nevada non-profit corporation." ¹¹
4	The 1989 Agreement was further confirmed by numerous individuals who
5	served on the Board of Trustees in 1989, all of whom testified that they participated
6	in numerous conversations with the Board of Trustees and Milton, individually,
7	regarding the agreement to name the Hebrew Academy after Milton in perpetuity.
8	Indeed, Lenard E. Schwartzer, Esq., a member of the Board of Trustees and attorney
9	for the Hebrew Academy similarly testified:
10	Q Do you recall being on the board at or about the time the
11	Hebrew Academy switched its name to the Milton I. Schwartz Hebrew Academy?
12	 A. Yes. Q. What do you recall with respect to the name change? A. I don't have any specific recollection of a board meeting where
13	A. I don't have any specific recollection of a board meeting where that was done. I do have a specific recollection that the name of

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ved on the Board of Trustees in 1989, all of whom testified that they participated numerous conversations with the Board of Trustees and Milton, individually, garding the agreement to name the Hebrew Academy after Milton in perpetuity. deed, Lenard E. Schwartzer, Esq., a member of the Board of Trustees and attorney r the Hebrew Academy similarly testified: ... Do you recall being on the board at or about the time the Hebrew Academy switched its name to the Milton I. Schwartz Hebrew Academy? Q. Yes. A. What do you recall with respect to the name change? I don't have any specific recollection of a board meeting where that was done. <u>I do have a specific recollection that the name of</u> Q. A. the school was changed to the Milton I. Schwartz Hebrew 14 Academy at the time the school was moving to the new location on Hillpointe because Mr. Schwartz donated a very large sum and 15 arranged for the balance of the financing for the construction of the new school building.¹² 16 Such members of the Board of Trustees believed and understood that the 17 MISHA would retain Milton's name in perpetuity. For example, and by no means 18 of limitation, Mr. Schwartzer testified: 19 20 21 22 23

sent to Milton on August 30, 1990.¹⁰ In addition, by deed executed April 9, 1991,

24 25	¹⁰ See Correspondence from Frederic I. Berkley, Esq. to Milton I. Schwartz dated August 30, 1990, and Amended Articles of Incorporation of The Hebrew Academy, attached hereto as Exhibit 1 to Exhibit G , and Declaration of Frederic I. Berkley, Esq. attached hereto as Exhibit G .	
26		
27	¹¹ See Quitclaim Deed dated, attached hereto as Exhibit H .	
28	¹² Deposition Transcript of Lenard E. Schwartzer, attached hereto as Exhibit Y , at 9:9-16.	
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1		
1 2	А.	Well, to begin with, the school was always going to be named the Milton I. Schwartz Hebrew Academy
3		
4	A.	And it was - was then and today - my understanding that the
5		And it was - was then and today - my understanding that the school would be named the Milton I. Schwartz Hebrew Academy in perpetuity in light of that financial donation and his - you know, I got the impression he guaranteed the loans with the bank.
6		
7	Q.	You used the phrase "in perpetuity." What is your understanding as to why that term "in perpetuity" came about? Well, it came about because in the discussions that was had with
8	A.	Milton when he was discussing with board members, and I don't
9		remember at a board meeting. I just remember it was part of the discussions, and we had non-board meetings where there would
10		be several board members meet with Milton. There were times when I would discuss things with Milton,
11		because I think at some point in time, I did legal work for the school on a pro bono basis, and I was considered the attorney
12		(indicating) for the board. We used the term "in perpetuity," because since it was by far the largest amount of money anybody had every donated to the school
13		at the time, and it made it possible to build the new school on
14		<u>Hillpointe.</u> Without that donation, there wouldn't be - there wouldn't have been a school built.
15	Q. A.	Okay. So, in consideration of that, it was our understanding and I
16		<u>believe it was our agreement that the school would be named the Milton I. Schwartz Hebrew Academy as long as it was a Hebrew</u>
17		day school. ¹⁴
18	With respe	ct to the phrase "in perpetuity," Mr. Schwartzer testified that such phrase
19	was "used	more than once, not merely by [him], in the discussions," ¹⁵ and that it
20	meant fore	ever: "[m]y recollection is that all the parties at the time understood in
21	perpetuity	meant forever. I mean, it's not a difficult English word or unusual
22	English wo	ord. It's not a legal - legalism or anything. It meant what its common
23	English me	eaning is. It's forever." ¹⁶
r		

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	$\frac{13}{13}$ Sec <i>id</i> at 24.8 10
25	13 See id. at 24:8-10.
26	¹⁴ See id. at 9:17-10:21.
27	¹⁵ See id. at 11:4-7.
28	¹⁶ See id. at 14:5-10.
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1	Likewise, Neville Pokroy, M.D., a member of the Hebrew Academy's Board
2	of Trustees in August 1989, testified that he participated in discussions regarding
3	the 1989 Agreement at the August 14, 1989, special meeting, and subsequent
4	meetings:
5	Q [W]as there any discussion about naming the Hebrew Academy after Milton I. Schwartz?
6 7	A. My recollection, that there was a discussion at that particular moment in time, I don't remember details. <u>But certainly the</u> <u>discussion took place, and indeed, we followed it up by naming the</u>
8	school after Milton I. Schwartz. ¹⁷
9	Similarly, Dr. Roberta Sabbath, a member of the Board of Trustees in 1989,
10	and eventual School Head of MISHA, testified that in exchange for a substantial
11	donation the Hebrew Academy agreed to change its name to MISHA in perpetuity:
12	Q: Was it your understanding that it was going to be in perpetuity? Was it your understanding that the name change was supposed to be for a temporary period of time?
13 14	[OBJECTION OMITTED]. THE WITNESS: My understanding was that it was for in perpetuity. ¹⁸
15	This is consistent with Milton's understanding that MISHA was to be named
16	in perpetuity: "I raised a half a million and gave half a million and they agreed to
17	name the school the Milton I. Schwartz Hebrew Academy in perpetuity."19
18	b. THE 1989 AGREEMENT WAS RECONFIRMED BY MEMBERS OF THE HEBREW ACADEMY'S BOARD OF TRUSTEES PRIOR TO AND AFTER
19	THE EXECUTION OF THE WILL.
20	The Hebrew Academy's perpetual obligations and promises were repeatedly
21	recognized and reconfirmed by its members of the Board of Trustees over the years.
22	For example, on July 17, 1992, Mr. Schwartzer told Milton in correspondence that:
23	

24252617Deposition Transcript of Neville Pokrop, M.D., attached hereto as Exhibit AA, at 13:20-2614:19.2718282829Solomon Dwiggins & Freer
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1	"[i]t's your school, it has your name on it forever." ²⁰ At his deposition on February		
2	25, 2014, Mr. Schwartzer confirmed that he would often refer to MISHA as		
3	Milton's school:		
4 5 6 7	THE WITNESS: I would refer to – if I was speaking to him, I would call it his school or your school, if I was speaking to Milton Schwartz, and I think he would think of it as his school because he's - besides the money, he had spent a lot of time and effort making the school be successful. I mean, it went from a much - very small school to a much larger school due to his efforts. ²¹		
8	Likewise, when the Hebrew Academy became embroiled in a dispute with		
9	Milton in 1992, Board of Trustee member Tamar Lubin offered to return Milton's		
10	\$500,000 donation made in 1989.22 Such offer further evidences an		
11	acknowledgment by the Hebrew Academy that Milton's gifts were conditional, not		
12	simply gratuitous in nature.		
13	Notwithstanding, the Hebrew Academy failed to keep its end of the bargain		
14	and on October 19, 1994, filed amended articles of incorporation removing his		
15	name from the school. During this period when the school no longer bore his name,		
16	Milton ceased making donations to the Hebrew Academy. ²³ When Milton		
17	discovered this, he told Susan Pacheco, his long time personal assistant, that "we		
18	are going to war to get my name back on the Hebrew Academy."24		
19			
20			
21	²⁰ See Letter from Lenard E. Schwartzer dated July 17, 1992, attached hereto as Exhibit I . Mr. Schwartzer testified on February 25, 2014, that such language"comports with [his] understanding		
22	that the name of the school was going to be the Milton I. Schwartz Hebrew Academy forever or		
23	in perpetuity, which term [he] would use at that time." See Ex. Y, Depo. Trans. of Lenard E. Schwartzer at 15:18-22.		

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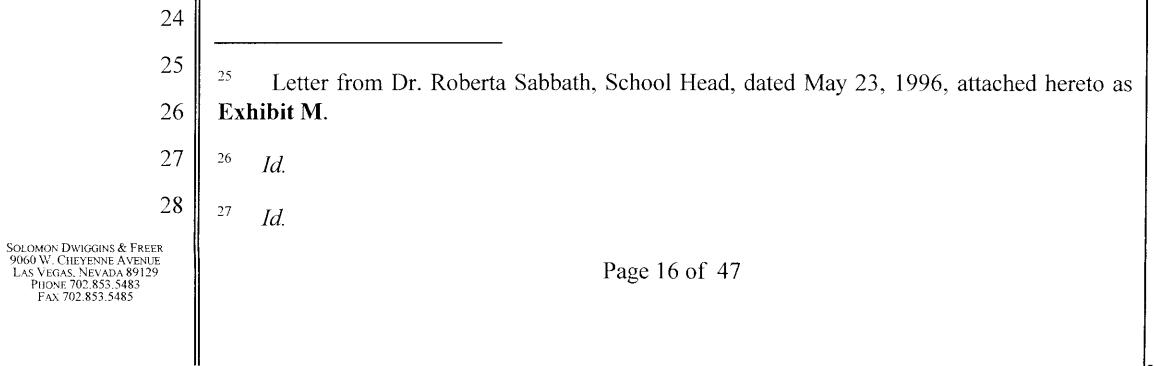
See id. at 17:3-10. 21

- 25 22 See Supplemental Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12, attached hereto as Exhibit J. 26
- 27 23 See Spreadsheet of Contributions, attached hereto as Exhibit K.
 - 24 See Declaration of Susan Pacheco, attached hereto as Exhibit L, at ¶ 8.

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1	On May 23, 1996, the Hebrew Academy via its School Head , Dr. Roberta
2	Sabbath, on behalf of MISHA, agreed to live up to its 1989 Agreement and restore
3	its name to the "Milton I. Schwartz Hebrew Academy" and amend its articles of
4	incorporation accordingly. ²⁵ This is hereinafter referred to as the "1996
5	Agreement." Amended articles were filed on March 21, 1997. In addition to
6	agreeing to abide by the original 1996 Agreement, MISHA additionally agreed to
7	implement the following actions to prominently display the full name of the "Milton
8	I. Schwartz Hebrew Academy" on signage, stationery, letterhead, and brochures:
9	Restore the marker in front of the Hebrew Academy identifying it as the "Milton I. Schwartz Hebrew
10	Academy."
11	Change the Hebrew Academy's formal stationary [sic] to include its full name, the "Milton I. Schwartz Hebrew
12 13	Academy," in a form consistent with this letterhead and include our full name on future brochures.
14	Where practicable, display the full name of the Hebrew Academy. In print advertising of sufficient size, the full
15	name of the school will be displayed in a design consistent with the letterhead. Where impractical by
16	reason of size, utilization of voice media, informal correspondence, informal memoranda, etc., and in
17	answering the telephone, the school will utilize the shorthand version of its name as Hebrew Academy or simply, its logo. ²⁶
18	
19	The Hebrew Academy further informed Milton that "you can rest assured it is the
20	intention of the School Head and the School's Officers and Directors that the
21	utilization of the school's full name will be consistent with an intent to recognize
22	and honor your contribution and assistance." ²⁷ Dr. Sabbath recently testified that
23	the intent of the May 23, 1996, correspondence was to "reassure [Milton] of the



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- name reversion back to his name,"²⁸ in hope of "rebuild[ing] the bridges that we felt
 had been broken and to retain the stability of the school and to guarantee its future
 growth."²⁹
- In response to such letter, Milton told Ms. Pacheco "well finally," as he was
 glad to see that the Hebrew Academy had agreed to live up to its obligation by
 changing its name back to MISHA.³⁰

7 The Board of Trustees reaffirmed the permanent and perpetual nature of 8 Milton's naming rights by adopting Bylaws on April 13, 1999, prominently stating 9 in Section 1.01: "The name of the Corporation is the Milton I. Schwartz Hebrew 10 Academy and will remain so in perpetuity."³¹ In reliance on the 1996 Agreement 11 and representations from the Hebrew Academy, Milton resumed making monetary 12 contributions to the Hebrew Academy up until his death, in the additional amount 13 of approximately \$500,487.³² His total lifetime contributions were approximately 14 \$1,010,656.66.³³ Also in reliance on the 1996 Agreement, on February 5, 2004, 15 Milton executed a Last Will and Testament ("Will") providing a bequest of 16 \$500,000 to the Milton I. Schwartz Hebrew Academy.

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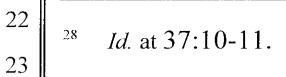
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c. MILTON INTENTIONALLY EXCLUDED A "SUCCESSOR CLAUSE" IN SECTION 2.3 OF HIS WILL BECAUSE THE \$500,000 WAS ONLY INTENDED TO GO TO MISHA.

In reliance upon the 1989 and 1996 Agreements, Milton intended that the



20 11 27 17 10

\$500,000 bequest referenced in Section 2.3 of his Will go directly to MISHA when 1 he executed his Will on February 5, 2004. Section 2.3 of the Will provides: 2 2.3 The Milton I. Schwartz Hebrew Academy. I hereby give, 3 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 4 5 directed by my Executor in his sole discretion. If, at the time of my death, there is a bank or lender mortgage (the "mortgage") 6 upon which I, my heirs, assigns or successors in interest are obligated as a guarantor on behalf of the Hebrew Academy, the 7 8 \$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 9 or my heirs, successors or assigns, no gift shall be given to the Hebrew Academy. In the event that no mortgage exists at the 10 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.³⁴ 11 12 Noticeably absent from the language in the Will is language that the bequest may 13 go to the MISHA's successors. Rather, Milton intentionally omitted any successors 14 from receiving the Section 2.3 bequest. Indeed, Milton made it clear that there was 15 no successor clause to be added to Section 2.3 because there would be no successor 16 in interest and the bequest was to only go to MISHA to be used for the benefit of 17 the Jewish children who attended MISHA.³⁵ Had Milton intended the bequest to go 18 another entity or namesake, including, but not limited to the Adelson Campus, he 19 would have included a successor clause in Section 2.3.³⁶ The absence of such 20 "successor clause" language makes it clear that the bequest was to only go to 21 MISHA.³⁷ 22

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24 See Declaration of Jonathan Schwartz at ¶ 7, attached hereto as Exhibit CC, 35 25 and Deposition Transcript of Jonathan Schwartz at 10:8-22 at 20:20-24, attached hereto as Exhibit EE. 26 27 36 See id. 28 37 See id. SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE Page 18 of 47 LAS VEGAS, NEVADA 89129 PHONE 702.853.5483 FAX 702.853.5485

²³ ³⁴ See Will at Section 2.3, attached hereto as **Exhibit OO**.

d. MILTON BELIEVED THAT MISHA WAS TO BEAR HIS NAME "IN PERPETUITY," WHICH BORE IMPORTANCE TO HIM FOR MANY REASONS, INCLUDING HIS RELIGIOUS BELIEFS CONCERNING THE AFTERLIFE.

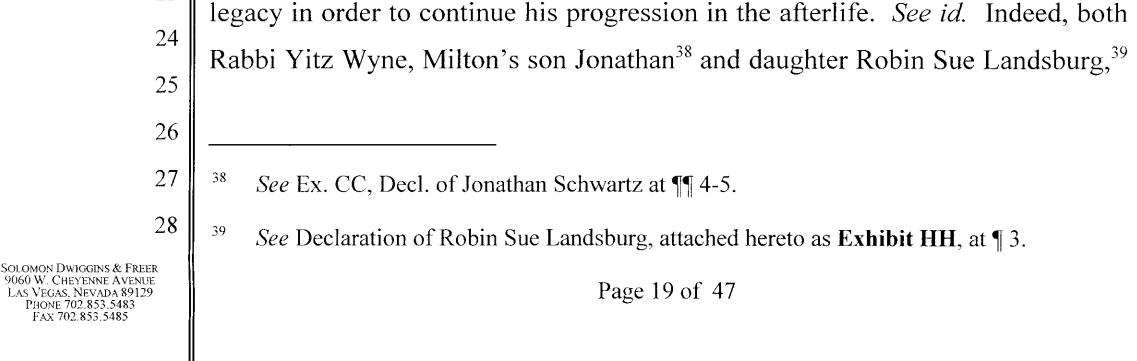
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As explained in greater detail in the Declaration of Rabbi Yitz Wyne, a copy 3 of which is attached hereto as **Exhibit BB**, Milton adhered to the Jewish religious 4 5 tradition of performing good deeds, particularly for Jewish education. See Declaration of Rabbi Yitz Wyne at ¶ 4. Further, Milton understood and believed 6 7 it important to leave a legacy or namesake after passing to enable his soul to 8 continue to progress in the afterlife. See id. at ¶ 6. Indeed, Milton understood and 9 adhered to the Jewish religious concepts that a person in the physical world elevates 10 his soul by choosing good over evil during the daily trials and challenges of life, but 11 that once a person passed away, the only path for continued progression is through 12 good deeds and acts performed on behalf or in the name of the deceased. See id. 13 For example, a deceased person's soul may continue to progress to a higher level 14 through named memorials, plaques, and other institutions bearing the decedent's 15 name where people benefit from a decedent's generosity and know that it has been 16 done on account of the deceased (i.e. done in his name). See id. In other words, 17 when a charitable institution bears a decedent's name, it is credit to the decedent's 18 soul and enables it to further develop. See id.

For these reasons, it was Milton's lifelong practice and intent to make contributions that would bear his name and ensure a legacy for his name. Milton faithfully observed and adhered to these religious beliefs and traditions, including the dual need to provide charity to education and to preserve his namesake and leggen in order to continue his programming in the afterlife. See *id*. Indeed, both



3	progress in the afterlife through good deeds bearing his name. See id. ¶¶ at 4-10.
4	Susan Pacheco, Milton's personal secretary from May 27, 1987 until his death,
5	"observed a few situations wherein Milton refrained from making donations to
6	charitable organizations because there was no name recognition." For example, Ms.
7	Pacheco recalls that Milton "wanted to make a donation to the Jewish Community
8	Day School and he did not do so because there was no name recognition
9	available."40

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Dr. Sabbath also testified that it was important to Milton to have the Hebrew Academy retain his name in perpetuity:

confirmed it was Milton's clear intent that MISHA be named after him in perpetuity

for reasons, including, but not limited to, religious beliefs that he could not only

- Okay. Was it your understanding that the Hebrew Academy Q. was going to retain the name of the Milton I. Schwartz Hebrew Academy in perpetuity? [OBJECTIONS OMITTED].
 - It was, very strongly. It was very important to THE WITNESS: Milton. I do remember that.
 - Okay. How do you know it was important to Milton? Q. A.
 - He expressed it, and I remember him saying make sure that it says in perpetuity, and it - so that is how I know it was important to him.
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MILTON BELIEVED THAT MISHA WOULD RETAIN HIS NAME e. FOREVER.

Milton often told others that the MISHA would be named after him in 20 perpetuity. Indeed, as previously set forth, members of the Board of Trustees, 21 including Lenard Schwartzer and Ms. Sabbath have both testified that Milton 22

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	See Ex. L, Decl. of Susan Pacheco at

41 See Ex. AA, Depo. Trans. of Roberta Sabbath at 20:2-16. Also, in response to why Milton made a substantial donation to the Hebrew Academy, Dr. Sabbath testified "[i]t was to name the building after him in perpetuity, and he was very specific about that." See id. at 15:25-:16:3.

¶3.

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when Milton said "in perpetuity" he would often slow down and clearly enunciate 2 that phrase to add extra emphasis. 3 It was also common for Milton to refer to the Milton I. Schwartz Hebrew 4 Academy as "his" school. This fact was even conceded by the Paul Shiffman, the 5 "Head of School for the Milton I. Schwartz Hebrew Academy and the Dr. Miriam 6 and Sheldon G. Adelson School,"⁴³ and the designated Person Most Knowledgeable 7 8 for the Adelson Campus: 9 Did Milton ever refer to the Milton I. Schwartz Hebrew Q. Academy as "my school?" Yes, once I remember that. 10А. d what was the context of that? Q. A. I remember that was a conversation he had. He talked about how proud he was of "my school," and that was the day that he came in for the reading program.⁴⁴ 11 12 13 Milton also referred to the Milton I. Schwartz Hebrew Academy as "his" or "my" 14 school to others, including Ira Steinberg (also a defendant in Milton's prior litigation

believed MISHA would be named after him "forever" or "in perpetuity."⁴² In fact,

15 with the Academy).⁴⁵

Perhaps most importantly however, Milton had a number of conversations
 with Jonathan regarding the naming rights of MISHA. Specifically, prior to his
 death, Milton provided Jonathan a copy of the May 23, 1996, correspondence
 referenced above and stated "[y]ou may need this one day, if the naming rights to the
 school ever become an issue."⁴⁶ Similarly, Milton provided Jonathan a copy of the
 Bylaws, which provides that the Hebrew Academy shall be named the Milton I.

⁴⁴ See Deposition T	25
⁴⁵ See Affidavit of	26
previously filed on Jun	27
⁴⁶ See Deposition Tr	28
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- ³ See DVD Transcript of Paul Schiffman, attached hereto as **Exhibit N**, at 2:2-4.
- See Deposition Transcript of Paul Schiffman, attached hereto as **Exhibit DD**, at 11:1-8.
- ⁴⁵ See Affidavit of Ira Steinberg, attached as Exhibit 3 to Reply to Objection to Accounting, previously filed on June 24, 2013.
 - See Deposition Transcript of Jonathan Schwartz, attached hereto as Exhibit EE, at 11:10-12.

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²³ *See id*; Ex. Y, Depo. Trans. of Lenard Schwartzer at 9:17-21, 11:4-7, 14:5-11.

Schwartz Hebrew Academy in perpetuity, and told Jonathan "[y]ou may need this
 one day, if it ever becomes an issue."⁴⁷ Dr. Sabbath also testified that shortly before
 Milton's death, Milton called her asking for any documents "relat[ing] to the in
 perpetuity issue, the naming of the school."⁴⁸

f. AFTER SHELDON ADELSON PLEDGED \$25,000,000 TO BUILD A HIGH SCHOOL, MILTON, SHELDON ADELSON AND VICTOR CHALTIEL ENTERED INTO AN AGREEMENT THAT THE HIGH SCHOOL WOULD BE CALLED THE "ADELSON SCHOOL' WHILE GRADES K-8 WOULD CONTINUE TO BE KNOWN AS THE "MILTON I. SCHWARTZ HEBREW ACADEMY."

After Mr. Adelson pledged \$25 million to build a high school on the site of
the Hebrew Academy in or around 2006 or 2007, Milton, the Hebrew Academy, and
Mr. Adelson agreed that the high school would be called the "Adelson School,"
while grades K-8 would continue to be known as the "Milton I. Schwartz Hebrew
Academy." This agreement is hereinafter referred to as the "2007 Agreement."
Milton confirmed the 2007 Agreement to at least the following individuals:
Jonathan Schwartz,⁴⁹ Samuel Schwartz,⁵⁰ Eileen Joanna Zarin,⁵¹ Robin Sue

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- ⁴⁷ See id. at 11:12-16.
- 19 48 See id. at 21:12-14.

See Decl. of Jonathan Schwartz at ¶ 12 ("Contrary to Adelson Campus' Motion for Partial Summary Judgment, I specifically recall my father walking into my office in the winter of 2007 and remarking that he was pleased because he had reached an agreement with Mr. Adelson that the high school only would be known as the Adelson School and the remainder of the school and the campus would continue to be known as MISHA ("2007 Agreement").

See Declaration of Samuel Schwartz, attached hereto as Exhibit FF, at ¶ 2 ("my father told me in 2007 that he had reached an agreement with Sheldon Adelson that the high school would be known as the Adelson School and the remainder of the school and the campus would continue to be known as MISHA.").

See Declaration of Eileen Joanna Zarin, attached hereto as Exhibit GG, at ¶ 2 ("my father
told me in 2007 that he had reached an agreement with Sheldon Adelson that the high school
would be known as the Adelson School and the remainder of the school and the campus would
continue to be known as MISHA.").

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Landsburg,⁵² Susan Pacheco⁵³ and Rabbi Yitz Wyne.⁵⁴ Indeed, such agreement was 1 even confirmed by Paul Schiffman, who recently stated that Milton, Sheldon and 2 Victor agreed "[t]hat the lower school would be the Milton I. Schwartz Hebrew 3 Academy and that the campus would be the Adelson Campus."⁵⁵ Such statements 4 comport with prior statements made by Mr. Schiffman that he was serving as "Head 5 of School for the Milton I. Schwartz Hebrew Academy and the Dr. Miriam and 6 Sheldon G. Adelson School,"⁵⁶ and that Dr. Miriam and Sheldon G. Adelson School 7 8 merely built upon the Milton I. Schwartz Hebrew Academy that was previously 9 established by Milton.⁵⁷

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See Ex. HH, Declaration of Robin Sue Landsburg, at ¶16 ("The Agreement between Sheldon and my Dad, signed by Mr. Adelson, regarding the naming of the school was referenced in the 2007 commemorative book. . .").

education, saw the need to bring children together who want to study a strong secular programs as well as to have their Jewish roots grow and prosper and flourish. So what we're doing now, as far as the Hebrew Academy is concerned, we're just building on the wonderful school that's here, so that same smallness, the same caring, the same quality education will just be enhanced. It's not going to be changed. And then adding in the Dr. Miriam and Sheldon G. Adelson School takes us to that next step. So what we can have for our community is a total articulated program starting with preschoolers and taking them is a totally articulated program staring with preschoolers and taking them through, basically, what I call quasi-adulthood.").

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^{See Ex. L, Decl. of Susan Pacheco at ¶ 10 ("Mr. Schwartz knew and understood from discussions with Victor Chaltiel and Mr. Adelson that the Adelson High School and MISHA would maintain distinct entities.").}

^{See Ex. BB, Decl. of Rabbi Yitz Wyne at ¶ 11 ("In those conversations, Milton informed me that it was his understanding and intent that the high school would be named after Sheldon Adelson, but that the lower schools and the campus itself would continue to be named the Milton I. Schwartz Hebrew Academy, thereby preserving his legacy.").}

⁵⁵ See Ex. N, DVD Transcript of Paul Schiffman at 31:16-23.

⁵⁶ See id. at 2:2-4.

²³ See id. at 2:10:-3:1 ("Well, I think that the school itself is an established school. It's one that we had some visionaries in this town. Milton I. Schwartz himself, who saw the need for a Jewish

1	Such testimony comports with similar statements made by Victor Chaltiel, a
2	former Chairman of the Board of Trustees, that the Adelson Campus:
3	complements the Milton I. Schwartz Hebrew Academy. So we will have the Milton I. Schwartz Hebrew Academy, and we will
4	have the Adelson School, both of them on the same campus. It's wonderful. It's fantastic. I think, yeah.
5	And then many of the kids, the younger kids, of the Hebrew Academy will benefit, tremendously benefit, from the Adelson
6 7	School. And I'm not talking only about the cafeteria, the swimming pool, the sports facilities, and all this, but the intellectual aspect of it. ⁵⁸
8	The 2007 Agreement is further evidenced by numerous documents drafted by
9	the Hebrew Academy in 2007, including, but not limited to: (1) a letter signed by
10	Mr. Adelson and Mr. Chaltiel of the Board of Trustees; ⁵⁹ (2) 2007 Gala Invitation,
11	which states: "It is an inspiration to see so many in the community supporting not
12	only The M.I.S. Hebrew Academy, but also The Adelson School. At last year's
13	event, we presented plans to create a world class high school adjacent to The Milton
14	I. Schwartz Hebrew Academy;"60 (3) 2007 Adelson Prep Brochure which provides
15	that the Adelson Campus is located on the site of the Milton I. Schwartz Hebrew
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20	⁵⁸ See DVD Transcript of Victor Chaliel, attached hereto as Exhibit U , at 2:19-3:4. Further, Mr.
21	Chaltiel, on behalf of the entire Milton I. Schwartz Hebrew Academy community thanked Milton "very, very much for everything he has done." <i>Id.</i> at 5:5-7.
22 23	⁵⁹ Ex. 11, Gala Announcement.
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⁶⁰ See 2007 Gala Invitation, attached hereto as **Exhibit O**. See also 2007 Tribute Ads, attached hereto as **Exhibit Q** (specifically identifying the school as the "Milton I. Schwartz Hebrew Academy);" 2007 Gala biography of Milton, attached hereto as **Exhibit R** ("<u>His most treasured</u> <u>endeavor and most profound legacy, however, is the Milton I. Schwartz Hebrew Academy</u>. . . Established in Summerlin in 1988, the school has since expanded to include preschool through 8th grade. Mr. Schwartz sits on the Board of Trustees and generously supports the M.I.S. Hebrew Academy's continued growth."); Correspondence dated March 16, 2007, from the Milton I. Schwartz Hebrew Academy to parents, attached hereto as **Exhibit S**.

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Academy;⁶¹(4) correspondence to Jonathan Schwartz dated May 28, 2008;⁶² and (5) 1 a press release from the Adelson Campus stating that the Adelson High School is 2 located "adjacent to the Milton I. Schwartz Hebrew Academy."⁶³ 3

Indeed, contrary to the Adelson Campus' contention, prior to Milton's death 4 5 the issue discussed and debated by MISHA was not whether MISHA would cease to exist under that name, but rather whether the Adelson Campus would be split off 6 7 and operate separate and apart from MISHA. For example, as indicated in the 8 March 14, 2007, Meeting Minutes wherein the Board of Trustees considered 9 operating as two distinct boards: "Victor discussed the need to clarify whether we 10 would have the same or separate boards for the MIS Hebrew Academy and Adelson 11 High School."64

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THE ADELSON CAMPUS TACTICALLY WAITED UNTIL AFTER MILTON DIED TO REMOVE MILTON'S NAME FROM MISHA. g.

At the time of Milton's death on August 9, 2007, the name of grades K-8 was 14 the "Milton I. Schwartz Hebrew Academy," consistent with the Parties' agreement. 15 However, unbeknownst to Jonathan, and without even allowing Milton's family 16 seven months to grieve his passing, the Adelson Campus violated its contractual 17 obligations, promises and representations made to Milton during his lifetime by 18 filing amended articles of incorporation changing the corporate name to the "Dr. 19 Miriam and Sheldon G. Adelson Educational Institute." From the timing of events, 20 it appears clear that the Adelson Campus was waiting for an opportune moment to 21

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See Adelson Prep Brochure, attached hereto as Exhibit II.

62 See Correspondence to Jonathan Schwartz dated May 28, 2008, attached hereto as Exhibit KK.

63 See Adelson Campus Press Release, attached hereto as Exhibit LL.

64 See Executive Board of Trustees Meeting Minutes dated March 14, 2007, attached hereto as Exhibit P.

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jettison its obligations, in the hopes that the Executor of Milton's estate would be
 unwilling to raise a challenge.

The name of MISHA has been removed from the letterhead and business
cards, and the Adelson Campus is not operated or held out to the public as anything
other than the Adelson Educational Campus.⁶⁵

Jonathan has patiently reviewed this history with the Adelson Campus' Board 6 7 of Trustees and has attempted to resolve this dispute without resorting to litigation. 8 Jonathan has repeatedly acknowledged the generosity of Dr. Miriam and Sheldon 9 G. Adelson, raising no objection to the naming of the high school (grades 9-12) 10 located on the campus after the Adelsons. Along with many others in the 11 community, Jonathan is supportive of the Adelson Campus' purposes and goals; 12 however, in light of the Adelson Campus' untenable position Jonathan has 13 requested written assurances from the Adelson Campus that it will comply with its 14 obligations with respect to the naming of grades K-8 after Milton and honor the 15 terms of its agreement as memorialized in its May 23, 1996 letter to Milton. The 16 Adelson Campus has denied all of these reasonable requests.

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3. <u>PROCEDURAL HISTORY</u>

On May 3, 2013, the Adelson Campus filed its Petition to Compel
 Distribution, for Accounting and for Attorneys Fees.

20 On May 28, 2013, the Estate filed its Petition for Declaratory Relief asserting 21 the following claims: First Claim for Relief: Construction of Will, Second Claim for 22 Relief - Fraud in the Inducement, Third Claim for Relief - Bequest Void for 23 Mistake, Fourth Claim for Relief - Offset of Bequest Under Will, Fifth Claim for 24 25 Indeed, The Adelson Campus' website does not refer to any part of the School as the Milton 65 I. Schwartz Hebrew Academy, not even grades K-4. See Exhibit T, which is a printout of 26 http://www.adelsoncampus.org/aboutus.cfm (visited on 6/21/2013) and 27 http://www.adelsoncampus.org/lowerschoolwelcome.cfm (visited on 6/21/2013). The latter printout states, "Welcome to the Lower School. Our lower school begins with preschoolers (18 28 months) and continues through 4th grade."

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Relief - Breach of Contract and Sixth Claim for Relief - Revocation of Gift and
 Constructive Trust.

On June 14, 2013, the Adelson Campus filed its Motion to Dismiss Executor's Petition for Declaratory Relief, which was heard by this Court on October 8, 2013, and resulted in this Court entering the following Orders: "[t]he Executor may conduct discovery as to whether the purpose and condition of the bequest under Section 2.3 of the Will was for the school to be named "The Milton I. Schwartz Hebrew Academy" in perpetuity."⁶⁶

9 On December 2, 2013, the Estate filed a Motion for Reconsideration seeking 10 reconsideration of such language "because such provision improperly limits [its] 11 right to conduct discovery to the sole issue of whether the purpose and condition of 12 the bequest under Section 2.3 of Milton's Will was for the Hebrew Academy to be 13 named "The Milton I. Schwartz Hebrew Academy" in perpetuity."⁶⁷ Although this 14 Court denied the Motion for Reconsideration, it clarified at the December 10,2013, 15 hearing that the scope of discovery regarding the intent of Milton was a "pretty 16 broad issue."68 The Order Denying the Motion for Reconsideration specifically 17 precluded the Estate from "conduct[ing] discovery regarding its Second, Third, 18 Fourth, Fifth and Sixth Claims for Relief until further Court order."69

Despite this Court's stated intent that the issue of Milton's intent was a "pretty broad issue," the Adelson Campus sought to limit discovery every step of

23 66 See Notice of Entry of Order Denying Adelson Campus' Motion to Dismiss Executor's

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Petition for Declaratory Relief Without Prejudice & Allowing Limited Discovery, previously filed on June 12, 2013, at 2:7-9.

- ⁶⁷ See Motion for Reconsideration, previously filed on December 12, 2013, at 5:20-25.
- ⁶⁸ See December 10, 2013, Hearing Transcript at 15:4-16.

⁶⁹ See Notice of Entry of Order Denying Motion for Reconsideration and RE-Setting Discovery Deadline, previously filed on February 27, 2014, at 2:9-11.

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the way. For example, and by no means of limitation, the Adelson Campus objected to each and every request for production of documents and interrogatories, by providing a half-page boiler objection and stating that the documentation and/or information requested was outside of the scope of this Court's Order regarding discovery. Similar objections were lodged by the Adelson Campus dozens of times during the depositions conducted in this matter.

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4. <u>NUMEROUS ISSUES PRECLUDE THE ADELSON CAMPUS'</u> <u>MOTION FOR PARTIAL SUMMARY JUDGMENT</u>.

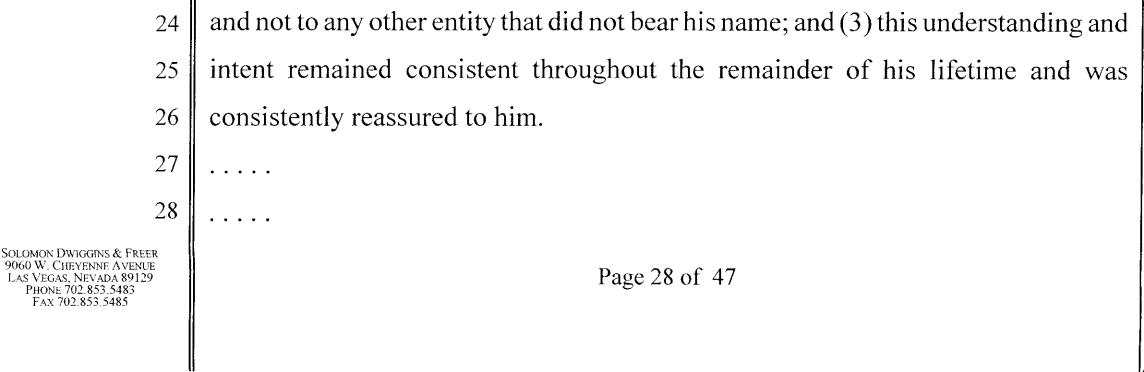
In their Motion for Partial Summary Judgment, the Adelson Campus has
neither challenged the sufficiency of the facts asserted by the Estate nor the
elements of the claims Petitioners have raised in their Pleadings. Rather, they seek
partial summary judgment on three issues by misconstruing the Estate's claims and
defenses.

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a. MILTON INTENDED THE BEQUEST TO BE MADE ONLY TO AN ENTITY BEARING THE NAME, THE "MILTON I. SCHWARTZ HEBREW ACADEMY."

The Adelson Campus' request for partial summary judgment is deceptive and 16 flawed because it attempts to skirt a penultimate issue of fact: whether Milton 17 intended the bequest in Section 2.3 to go to any entity that did not bear his name. 18 Until this issue is resolved, summary judgment is inappropriate as to all of the 19 Adelson Campus' issues. Further, all evidence obtained in this case establishes: (1) 20 Milton understood that the MISHA was to bear his name "in perpetuity"; (2) this 21 understanding prominently formed his intent when drafting Section 2.3 of the Will 22 such that Milton intended that the Section 2.3 bequest should only go to MISHA 23





Overview of Intent.

i.

Under Nevada law, "the primary aim in construing the terms of a testamentary 2 document must be to give effect, to the extent consistent with law and policy, to the 3 intentions of the testator." See, e.g., Adkins v. Oppio, 105 Nev. 34, 36 (1989). 4 5 Divining the testator's intent begins with the language of the will itself: "the ultimate question for a court construing a will is not what the testator meant to say 6 7 but what he or she meant by what he or she did say, which necessarily requires a 8 determination of whether the words used by the testator are capable of being 9 expanded to embody the proffered testamentary intent." 80 Am. Jur. 2d Wills §989 10 (emphasis added). See also Zirovcic v. Kordic, 101 Nev. 740, 741-42, 709 P.2d 11 1022, 1023 (1985) ("The question before the court is not what the testator actually 12 intended or what he meant to write. "Rather it is confined to a determination of the 13 meaning of the words used by [the testator]."). In determining what the testator 14 meant by the language in the will, evidence of the testator's intent in using such 15 language is admissible. See, e.g., In re Jones' Estate, 72 Nev. 121, 123-24, 296 P.2d 16 295, 296 (Nev. 1956) ("any evidence is admissible which, in its nature and effect, 17 simply explains what the testator has written; but no evidence can be admissible 18 which, in its nature or effect, is applicable to the purpose of showing merely what 19 he intended to have written. In other words, the question in expounding a will is 20 not-What the testator meant? as distinguished from-What his words express? but 21 simply-What is the meaning of his words?").

22 The Will makes its bequest to the "Milton I. Schwartz Hebrew Academy." 23 However, contrary to its promises and obligations to Milton, the Adelson Campus 24 changed its name so that at the time of distribution, no entity currently exists by the 25 name of "Milton I. Schwartz Hebrew Academy." Such a change results in two 26 possibilities: (1) the bequest lapses as a matter of law (as discussed in Section 4(b), 27 infra), or (2) a latent ambiguity exists in which case the Court must make a factual 28 SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE Page 29 of 47 LAS VEGAS, NEVADA 89129 PHONE 702.853.5483 FAX 702.853.5485

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- determination of whether Milton intended to make a bequest to an entity that did not
 bear his name.
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ii.

<u>The Plain Language of Section 2.3 of the Will Exhibits Milton's</u> <u>Intent That the Bequest Should Go to MISHA, an Entity Which</u> <u>Bore His name.</u> The Non-existence of MISHA Now Causes Such Bequest to Lapse.

As a matter of law, a plain reading of Section 2.3 of the Will results in the lapse of the bequest because no entity known as MISHA exists and the Will provides for no successor beneficiary. Under the consensus of common law, a lapse occurs where the testator's intent respecting a bequest has been thwarted by events occurring after the execution of the will. *See, e.g., Carpenter v. Miller*, 26 S.W.3d 135, 138 (Ark.App. 2000) (defining the term "lapse" to mean any devise that fails or takes no effect). For example, courts have held that a bequest lapses where:

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kes no effect). For example, courts have held that a bequest lapses where:
a. The beneficiary has died before distribution. See, e.g., Jackson, 106 Ariz. at 83, 471 P.2d at 279; In re Estate of Bickert, 447 Pa. 469, 290 A.2d 925, 926 (1972). See also Bancroft, Probate Practice § 1146 ("[i]t is clear that a decree distributing a portion of an estate to a deceased person is absolutely void.");
b. A corporate beneficiary ceases to exist prior to distribution. See, e.g., In re Joseph's Estate, 62 N.Y.S.2d 197, 198 (N.Y.Sur. 1946); or

c. The donor's intent has been thwarted by beneficiary's act of total abandonment of the corporate purpose existing at the time the bequest was made. See, e.g., Greil Memorial Hospital v. First Alabama Bank of Montgomery, N. A., 387 So.2d 778 (Ala. 1980).

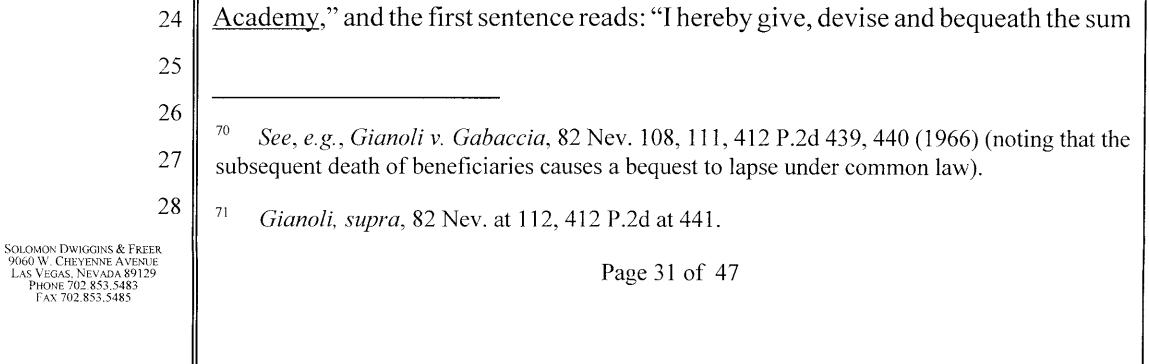
21 Indeed, as a general matter, courts find that bequests lapse where an event or

- 22 condition has or has not occurred after the making of a will that thwarts the intent
- 23 of the testator in making the bequest. See, e.g., In re Estate of Zilles, 200 P.3d

1024, 1029-1031, (Ariz.App. 2008). Further, common law generally recognizes that
 the question of whether a bequest lapses is subject to the testator's intention. See
 80 Am.Jur. 2d Wills §1412; Sorrels v. McNally, 105 So.106, 107 (Fla. 1925).
 In order to avoid the lapse of a bequest occurring upon the non-existence of
 the beneficiary, a testator must include specific language to prevent such lapse:



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1	"[s]hould a testator desire to prevent a lapse, the testator must express an intent that	
2	the gift not lapse or must provide for the substitution of another devisee to receive	
3	the gift." 80 Am.Jur.2d Wills s 1412; Matter of Will of Hubner, 416 S.E.2d 401,	1
4	402 (N.C.App. 1992). Typically, the language used to prevent lapse is called a	
5	"successor clause" and includes phrases such as: "to ABC Charity, or its successor,"	
6	or "to ABC Charity, or its successor in interest."	
7	Nevada law recognizes the concept of lapse ⁷⁰ and has carved out a narrow	
8	exception to prevent lapse with respect to death of close relatives. Nevada's anti-	
9	lapse statute, NRS 133.200, provides that the death of a beneficiary who is the	
10	testator's descendant does not cause the gift to lapse, but instead allows the gift to	
11	go to the beneficiary's descendants. Specifically, NRS 133.200 provides:	
12	Death of beneficiary . In the absence of a provision in the will to the contrary, if any beneficiary who is a descendant of the testator dies	
13	before the testator, leaving lineal descendants, the property, share or	
14	beneficial interest that would have been distributed or allocated to that deceased beneficiary must be distributed or allocated to that	
15	beneficiary's descendants then living, by right of representation, to be distributed under the same terms that would have applied to the deceased beneficiary.	
16		
17	The purpose of Nevada's anti-lapse statute is "to protect the kindred of the testator	
18	and by a belief that a more fair and equitable result would be assured if a defeated	
19	legacy were disposed of by law to the lineal descendants of the legatees or devisees	
20	selected by the testator." ⁷¹ However, Nevada law provides no corollary anti-lapse	
21	statute for non-relatives, entities or charities.	
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	Here, Section 2.3 of the Will specifically provides that such bequest only	
23	goes to MISHA. Indeed, the title of Section 2.3 is <u>"The Milton I. Schwartz Hebrew</u> "	



of five hundred thousand dollars (\$500,000.00) to the Milton I. Schwartz Hebrew 1 Academy (the, "Hebrew Academy"). Further, Section 2.3 intentionally contains no 2 "successor clause" language to enable the bequest to pass to any entity other than 3 MISHA. In fact, Milton specifically told his son Jonathan that it was unnecessary 4 to include any "successor clause" language because there would be no successor in 5 interest and the bequest was to only go to MISHA to be used for the benefit of the 6 Jewish children who attended MISHA.⁷² Had Milton intended the bequest to go 7 8 another entity, including, but not limited to the Adelson Campus, he would have 9 included a "successor clause." See id. The absence of such "successor clause" 10 language makes it clear that the bequest was to only go to an entity named MISHA. 11 See id.⁷³ Moreover, Nevada's anti-lapse statute is inapplicable to the Section 2.3 12 bequest because it is not to one of Milton's descendants as required by 13 NRS 133.200.

Thus, because the bequest goes only to MISHA and MISHA no longer exists,
 the bequest has lapsed and no Nevada statute exists to prevent such lapsed as a
 matter of law.

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iii. <u>Milton Understood and Intended That MISHA Would Be</u> <u>Named After Him "in Perpetuity</u>."

In the event that the Court does not adhere to the plain language of the will
and find that the bequest lapses, then the Court must treat Section 2.3 as containing
a latent ambiguity, which requires the Court to construe the meaning of the term the
"Milton I. Schwartz Hebrew Academy" and determine what Milton intended by use
of such term. A latent ambiguity occurs where the language of a will appears to be

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clear on its face, but interpretation becomes necessary to determine what the testator
⁷² See Decl. of Jonathan Schwartz at ¶ 7, and Depo. Trans. Of Jonathan Schwartz at 10:8-22 and 20:20, 24
20:20-24.
⁷³ See also 80 Am.Jur.2d Wills s 1412; <i>Matter of Will of Hubner</i> , 416 S.E.2d 401, 402 (N.C.App. 1992).
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intended by the use of such term. Under Nevada law, extrinsic evidence is 1 admissible to clarify a latent ambiguity. See, e.g., M.C. Multi-Family Development, 2 L.L.C. v. Crestdale Associates, Ltd., 24 Nev. 901, 914, 193 P.3d 536, 545 (2008) 3 ("Nevada permits the admission of extrinsic oral evidence regarding the existence 4 5 of a separate oral agreement as to any matter on which a written contract is silent, and which is not inconsistent with its terms." [internal quotation marks omitted]). 6 Likewise, if the language in the will is ambiguous, extrinsic evidence also becomes 7 8 admissible to divine the grantor's intent. See, e.g., Breckner v. Prestwood, 600 9 S.W.2d 52, 55 (Mo. Ct. App. 1980) ("Extrinsic evidence of circumstances in a 10 testator's life are admissible to help resolve these latent ambiguities. The type of 11 extrinsic evidence contemplated is evidence of objective, operative facts which give 12 precise and explicit meaning to the language used by the testator and, thus, compel 13 a clear inference of the testator's exact intent.").

14 Although the language of the will appears to be clear its face and the bequest 15 should lapse as a matter of law, if this Court believes a latent ambiguity exists (an 16 ambiguity raised by the Adelson Campus' wrongful conduct), then a question of 17 fact exists as to whether Milton intended to benefit only the school bearing his 18 name, as consistent with its promises to him, or whether he would have wanted the 19 school to receive the bequest even if it violated its contractual obligations. To date, 20 the only evidence that has been presented in this matter is that Milton intended the 21 disputed bequest to only go to MISHA because he understood and believed that 22 such entity would bear his name in perpetuity. As indicated supra, it was important 23 for Milton to provide charity to education and to preserve his namesake and legacy 24 (*i.e.* through named memorials, plaques, and other institutions bearing Milton's 25 name), and he made it his lifelong practice and intent to make contributions that 26 would bear his name and ensure a legacy for his name. 27 28 SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE Page 33 of 47 LAS VEGAS, NEVADA 89129 Phone 702.853.5483 Fax 702.853,5485

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This principle is illustrated by Milton's \$500,000 gift to the Hebrew 1 Academy in 1989 in exchange for the Hebrew Academy to be named after him "in 2 perpetuity." As a result of such agreement, MISHA's bylaws were changed to 3 reflect that the Hebrew Academy would indeed be named after Milton "in 4 5 Milton understood and relied upon the Hebrew Academy's perpetuity." 6 agreement/promise. He routinely referred to MISHA as his school,⁷⁴ and whenever 7 Milton said "in perpetuity" he would often slow down and clearly enunciate that 8 phrase for added emphasis.⁷⁵ Members of the Board of Trustees, including those 9 who were Milton's litigation opponents, conceded that Milton's donations were 10 conditioned upon MISHA retaining Milton's name in perpetuity. In fact, these 11 members of the Board of Trustees offered to refund Milton's donation when 12 MISHA removed Milton's name. When the school no longer bore his name, Milton 13 ceased making donations to the Hebrew Academy in our around 1994,⁷⁶ and told 14 Susan Pacheco, his long time personal assistant, that "we are going to war to get my 15 name back on the Hebrew Academy."77

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It was only after the Hebrew Academy via its School Head, Dr. Sabbath, 17 agreed to abide by the agreement and restore its name to the "Milton I. Schwartz 18 Hebrew Academy," amend its articles of incorporation accordingly and implement 19 the following actions to prominently display the full name of the "Milton I. 20 Schwartz Hebrew Academy" on signage, stationery, letterhead, and brochures,⁷⁸ that 21 Milton agreed to resume making donations.

24	wł	nen discussing it with me.").
25	75	See Ex. L, Decl. of Susan Pacheco at ¶ 7.
26	76	See Ex. 9, Spreadsheet of Contributions.
27	77	See Ex. L, Decl. of Susan Pacheco at ¶ 8.
28	78	See Ex. M, Corr. from Dr. Roberta Sabbath.
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See Decl. of Robin Sue Landsburg at ¶ 4 ("Dad often referred to MISHA as "my school" 23 74

In addition to the substantial financial contributions Milton made to MISHA, 1 Milton was able to persuade others to do the same. In fact, Milton was instrumental 2 in encouraging Mr. Adelson to donate the necessary funds to establish the Adelson 3 High School. Milton was excited for the creation of the Adelson High School 4 5 because he believed that it would compliment, as opposed to merge with, MISHA, 6 and that the two schools would always remain separate and distinct entities. In 7 order to ensure that the Adelson High School and MISHA remained separate and 8 distinct entities, the Board of Trustees even discussed having two separate boards, 9 one for the Adelson High School and one for MISHA.

10 As shown *supra*, as a result of these numerous discussions, the Estate has 11 introduced an overwhelming amount of evidence that Milton, Mr. Adelson and the 12 Hebrew Academy agreed that the name of the high school would be called the 13 "Adelson School," while grades K-8 would continue to be known as MISHA. The 14 Adelson School and MISHA were treated as separate and distinct entities 15 throughout Milton's life thereby reinforcing his belief that MISHA would retain his 16 name in perpetuity. Had Milton's name been removed prior to his death he would 17 have undoubtedly changed Section 2.3 of his Will and sued the Hebrew Academy 18 demanding that his name be reinstated; however, the Adelson Campus tactically 19 waited until after Milton's death prior to undertaking such actions.

²⁰ Upon information and belief, it was for this purpose that Milton gave
 ²¹ Jonathan a file of documents confirming the 1989, 1996 and 2007 agreement that
 ²² MISHA would retain Milton's name in perpetuity.

As such, if this Court does not determine that the Section 2.3 bequest has

24 lapsed and determines that a latent ambiguity requires determination as to what 25 Milton meant by the term the "Milton I. Schwartz Hebrew Academy," summary 26 judgment is inappropriate because questions of fact exist as Milton's intent 27 regarding such term. Until the issue of Milton's intent is resolved, none of the 28 SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE Page 35 of 47 LAS VEGAS, NEVADA 89129 PHONE 702.853.5483 Fax 702.853.5485 000807

issues sought in the Adelson Campus' Motion for Partial Summary Judgment is 1 appropriate. Indeed, the only evidence that has been presented in this case is that 2 Milton clearly understood that MISHA was to remain named after him "in 3 perpetuity," and such understanding clearly formulated his intent that the bequest 4 5 in Section 2.3 should only go to MISHA and not to any other entity that did not bear his name. Accordingly, the Adelson Campus' Motion for Partial Summary 6 7 Judgment should be denied and discovery should be opened on this matter as to all 8 claims.

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b. SUMMARY JUDGMENT ON THE ADELSON CAMPUS' CLAIM "THAT THE PURPOSE OF THE BEQUEST UNDER SECTION 2.3 OF THE WILL IS FOR SCHOLARSHIPS FOR JEWISH CHILDREN" IS FATALLY FLAWED BECAUSE THE BEQUEST HAS LAPSED.

The Adelson Campus' request for summary judgment on the issue of whether 12 the section 2.3 bequest is intended for Jewish education is flawed because it ignores 13 the first requirement of Section 2.3, namely that the bequest is for the benefit of 14 MISHA only. Under Section 2.3 of the Will, Milton provided that \$500,000 15 bequest shall go to MISHA and then he placed limitations upon MISHA's use of the 16 funds, first to pay the note, and then for Jewish education. Thus, Section 2.3 has 17 two components: (1) the recipient of the bequest; and (2) the permissible use for 18 which the recipient can use the funds. Simply put, before this Court can consider 19 the permissible use of the bequest, this Court must first determine the issue of 20 whether Milton intended the bequest to go to any entity that did not bear his name. 21 As discussed above, all evidence produced in this case indicates that Milton **only** 22 intended the Section 2.3 bequest to MISHA and not to any entity which did not 23

24bear his name. Because Milton only intended the gift to go to MISHA, the gift has25lapsed. As such, since the recipient of the gift has lapsed, summary judgment on the26issue of how such recipient is to use such bequest is inappropriate and moot.27Further, Adelson Campus' assertion that its name can be substituted fail for28several reasons: First, the express language of the Will states that the bequest is toSolowov DWOGINS & FREER
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- MISHA and MISHA only because no successor clause is included in the section.
 See supra Section 4(a)(ii). Second, as discussed previously, it was clearly Milton's
 intent that the bequest should go to MISHA as an entity that bore his name in
 perpetuity. *See supra* Section 4(a)(iii).
- 5 Moreover, none of the cases cited by the Adelson Campus are applicable because none of them deal with the construction of a will bequest to an entity 6 7 bearing the decedent's name. More importantly, none of the cases address the 8 consequences of a change of the corporate name in breach of the corporation's 9 contractual obligations to the decedent. Indeed, when it comes to gifts and bequests 10 made in connection with naming rights, courts have held that changing the name in 11 violation of the recipient's representations is consequentially important and have 12 entered substantial judgments in favor of the donors. For example, in Tennessee 13 Division of the United Daughters of the Confederacy v. Vanderbilt University, 174 14 S.W.3d 98 (Tenn. App. 2005), a donor challenged Vanderbilt University's 15 announcement that it would change the name of Confederate Memorial Hall in 16 violation of its agreement with the donor. Siding with the donor, the court ordered 17 the university to maintain the existing name or return the donation to the donor 18 organization. Similarly, when a hospital violated its oral promise to country singer 19 Garth Brooks that it would name a hospital wing after his mother in return for his 20 \$500,000 donation, the jury awarded Mr. Brooks \$500,000 in damages on his 21 breach of contract claim, \$150,000 on his fraud claim, and \$500,000 in punitive 22 damages. Brooks v. Integris Rural Health Inc., Okla. Dist. Ct., Rogers County, No. 23

CJ-2009-738 (Jan. 25, 2012). Here, the Adelson Campus has violated its promises and obligations to Milton. It cannot do so with impunity. The Adelson Campus's motion should be denied so that the Estate's claims against the Adelson Campus can be heard, as set forth in its Petition for Declaratory Relief. Solowos Dwogns & Free Las Vicas, Net Xao 89129 Phone, 702, 853, 5485 Page 37 of 47

1 2 3	с.	EVEN IF ADELSON CAMPUS WOULD OTHERWISE QUALIFY AS A SUBSTITUTED BENEFICIARY, THE BEQUEST IS VOID BECAUSE MILTON MADE THE BEQUEST IN RELIANCE ON REPRESENTATIONS THAT MISHA WOULD RETAIN HIS NAME "IN PERPETUITY."
5 4	The A	Adelson Campus' request for summary judgment on the issue of whether
5	Section 2.3	of the Will and the \$500,000 bequest "contain or state any naming rights
6	provision a	and condition for the school" shows a lack of basic understanding
7	regarding th	ne Estate's claims and defenses, which include, but are not limited to the
, 8	following:	
9	1.	Milton only intended the bequest in Section 2.3 to go to MISHA, a name that bore Milton's name in perpetuity;
10 11	2.	Milton believed and understood that MISHA would bear his name in perpetuity based upon MISHA's promises and representations;
12 13 14	3.	Milton's belief and understanding that MISHA would retain his name in perpetuity played an integral part in forming Milton's understanding and intent in drafting and making a bequest in Section 2.3; and
15 16	4.	Milton's unilateral belief and understanding that MISHA was to bear his name in perpetuity operates to void the bequest on the ground of mistake.
17	The I	Estate has provided this Court abundant evidence of the understanding
18	and agreem	nent by the Hebrew Academy, its officers and directors, and Milton
19	himself, tha	at the Hebrew Academy not only would bear his name, but would also
20	provide spe	cific naming rights with respect to signage, stationery, brochures, and
21	other matter	rs. This agreement was universally acknowledged during his lifetime, as
22	evidenced b	by the minutes of the board of directors, changes to the bylaws and
23	articles of	incorporation, letters to Milton from various officers and directors,

Milton's own affidavit, and the Parties' course of conduct. Even persons who were in litigation against him testified that the Hebrew Academy had agreed to bear his name in return for his contributions. An issue of fact thus remains whether the Adelson Campus induced Milton to make gifts, including a bequest in his Will, based on its representations that it would bear his name in perpetuity. A gift or

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bequest induced by fraud is void. Restatement (Third) of Property: Wills and Other
 Donative Transfers § 8.3(a).

Even if the Adelson Campus' representations were not motivated by fraudulent intent, it is clear from the evidence submitted, including Milton's own sworn statement, that Milton believed the Adelson Campus was bound by its promises. The bequest made by Milton to MISHA was based on, and motivated by, his understanding and belief that the Hebrew Academy had agreed to bear his name in perpetuity.

9 A bequest induced by a mistaken belief, based on false representations or 10 concealment of facts by a beneficiary, is void as to that beneficiary. In re Holmes 11 Estate, 98 Colo. 360, 56 P.2d 1333, 1335 (1936) (holding that evidence of the 12 existence of statements by a beneficiary inducing a mistaken omission in a will 13 required submission of the will contest to the jury); Restatement (Second) of 14 Property, Donative Transfers §34.7, Comment d ("a mistake may be significant 15 enough to justify the conclusion that the donative transfer should be set aside or 16 reformed"); Restatement (Third) of Restitution and Unjust Enrichment, §11(2) ("A 17 donor whose gift is induced by invalidating mistake has a claim in restitution as 18 necessary to prevent the unintended enrichment of the recipient."). Therefore, even 19 if no naming rights agreement existed, and such an agreement does in fact exist, the 20 fact that Milton was led to believe there was such an agreement renders the bequest 21 to the Hebrew Academy void by reason of this mistake.

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d. Even if the Adelson Campus Could Be Held to Be a Beneficiary, This Court Should Not Release the Disputed Bequest Due to the Estate's Affirmative Claims That Have 000811

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 BEQUEST DUE TO THE ESTATE'S AFFIRMATIVE CLAIMS THAT HAVE BEEN STAYED PENDING THE FIRST PHASE OF THE BIFURCATED DISCOVERY PROCEEDING.

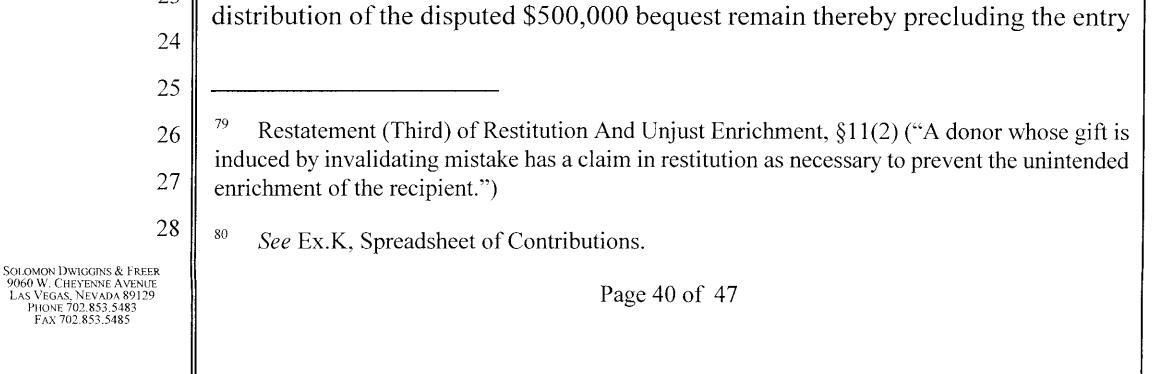
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 The Adelson Campus' request for an order releasing the \$500,000, which is currently being held in the Morgan Stanley account is improper as this Court must

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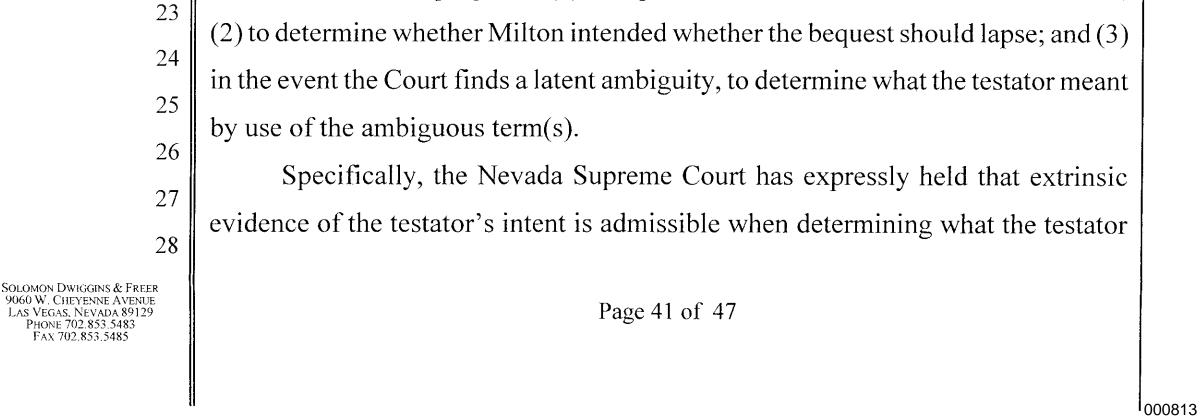
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1	rule on all of the following issues, which are central to the Estate's Claims for			
2	Relief, prior to releasing the disputed funds:			
3	1.	The Hebrew Academy promised and/or represented to Milton that the Hebrew Academy would retain his name in perpetuity;		
4 5	2.	The Hebrew Academy induced Milton to make donations to MISHA and leave a bequest in his will be making representations regarding the naming of MISHA;		
6 7	3.	The bequest to MISHA is void due to fraudulent inducement or misrepresentation by the Hebrew Academy;		
8 9	4.	The bequest to MISHA is voidable due to breach of agreement, promissory estoppel by the Hebrew Academy or mistake by Milton;		
10 11	5.	The Executor is authorized and directed to offset and bequest against lifetime donations made by Milton on account of the Hebrew Academy's breach of agreement and/or promise made by		
12 13	6.	and between the Hebrew Academy and Milton; and The Estate is entitled to supplemental relief in the form of a constructive trust over funds in the hands of the Hebrew Academy which were contributed by Milton during his lifetime to MISHA.		
14	In lig	ght of the foregoing, the Hebrew Academy is liable to the Estate for		
15	rescission of these gifts, damages ⁷⁹ in excess of \$1,000,000, ⁸⁰ and the Estate has the			
16	unconditional right to pursue its claims for relief and offset the \$500,000 bequest			
17	to the Hebrew Academy in the amount of the damages due therefrom. See, e.g.,			
18	Matter of Estate of Morrell, 428 S.E.2d 697, 699 (N.C. Ct. App. 1993) ("[T]he right			
19	and duty of an executor to deduct from a legacy the amount of any indebtedness of			
20	the legatee to the estate of his testator, is well settled, and is in full accord with			
21	elementary principles of justice").			
22 23	For these reasons, it is readily apparent that questions of fact regarding the			



1	of summary judgment. Further, the Estate needs to conduct discovery regarding its
2	Second, Third, Fourth, Fifth and Sixth Claims, which to date it has been precluded
3	from doing. See, e.g., Order Denying Motion for Reconsideration filed February 25,
4	2014 ("At this time, the Estate may not conduct discovery regarding its Second,
5	Third, Fourth, Fifth and Sixth Claims for Relief until further Court order;"). Such
6	discovery includes, but is not limited to, any communications between the Adelson
7	Campus and any third-party, including Milton, regarding naming the school MISHA
8	in perpetuity and/or changing its name to the Adelson Campus.
9	Consequently, this Court should deny the Motion for Partial Summary
10	Judgment in its entirety and allow the Estate to conduct discovery regarding all
11	matters.
12	5. <u>EXTRINSIC EVIDENCE IS ADMISSIBLE TO DETERMINE</u>
13	MILTON'S INTENT AND UNDERSTANDING REGARDING THE LANGUAGE USED IN DRAFTING SECTION 2.3 OF THE WILL.
14	Contrary to the Adelson Campus' position, extrinsic evidence is admissible
15	to understand Milton's intent as to Section 2.3 of the Will. First and foremost, this
16	Court specifically directed the party to conduct discovery to determine Milton's
17	understanding and intent as to the bequest in Section 2.3 of the Will in the first
18	phase of the bifurcated discovery plan. See, Order Denying Motion for
19	Reconsideration previously filed on February 27, 2014. As such, the Adelson
20	Campus' attempt to skirt this Court's prior Order by ignoring extrinsic evidence is

disingenuous. Further, as a matter of law, extrinsic evidence of Milton's intent is

admissible for three purposes: (1) to explain what Milton has written in Section 2.3;



meant by the language employed in the will: "any evidence is admissible which, in
its nature and effect, simply explains what the testator has written."⁸¹ Likewise,
when analyzing a will to determine whether a testator intended a bequest to lapse,
common law generally recognizes that extrinsic evidence is admissible to
understand the testator's intention.⁸²

Further, where it has been determined that a latent ambiguity exists in a will,
 Nevada law also permits the introduction of extrinsic evidence to clarify the
 ambiguous terms: "Nevada permits the admission of extrinsic oral evidence
 regarding the existence of a separate oral agreement as to any matter on which a
 written contract is silent, and which is not inconsistent with its terms." ⁸³

¹¹ Moreover, the Adelson Campus' reliance on *Frei v. Goodsell*, 305 P.3d 70,
 ¹² 129 Nev.Adv.Op. 43 (2013), for the proposition that extrinsic evidence is
 ¹³ inadmissible is misplaced. First, the Adelson Campus asserted this argument in its
 ¹⁴ Motion to Dismiss,⁸⁴ which was rejected by this Court in its Order Denying Adelson
 ¹⁵ Campus' Motion to Dismiss Executor's Petition for Declaratory Relief without
 ¹⁶ Prejudice & Allowing Limited Discovery.⁸⁵ Additionally, the holding in Frei

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In re Jones' Estate, 72 Nev. 121, 123-24, 296 P.2d 295, 296 (Nev. 1956) ("any evidence is admissible which, in its nature and effect, simply explains what the testator has written; but no evidence can be admissible which, in its nature or effect, is applicable to the purpose of showing merely what he intended to have written. In other words, the question in expounding a will is not-What the testator meant? as distinguished from-What his words express? but simply-What is the meaning of his words?").

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Mangel's Estate, 186 N.W.2d 276 (Wis. 1971).

⁸³ *M.C. Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.*, 24 Nev. 901, 914, 193 P.3d 536, 545 (2008) [internal quotation marks omitted].

- ⁸⁴ See Reply to Motion to Dismiss at 5:2-7:2, previously filed on October 2, 2013.
- ⁸⁵ See Order Denying Adelson Campus' Motion to Dismiss Executor's Petition for Declaratory Relief without Prejudice & Allowing Limited Discovery, attached hereto as **Exhibit NN**.

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²³ See 80 Am.Jur. 2d Wills §1412; Sorrels v. McNally, 105 So.106, 107 (Fla. 1925); In re

merely states that the testator "could not testify to contradict the plain meaning of 1 its contents." See id., 305 P.3d at 73. Here, the Estate has made no attempt to 2 introduce evidence that is inconsistent with the plain language of the will. Indeed, 3 the holding in Frei would only operate as a bar for the Adelson Campus' assertions 4 5 that the bequest to "the Milton I. Schwartz Hebrew Academy" meant something 6 other than "the Milton I. Schwartz Hebrew Academy." As such, extrinsic evidence 7 is admissible to determine what Milton intended by using the words contained in 8 Section 2.3 of the Will, notwithstanding the Adelson Campus' arguments otherwise. 9

6. <u>THE EXECUTOR'S CLAIM FOR CONSTRUCTION OF WILL IS</u> <u>NOT BARRED BY THE STATUTE OF LIMITATIONS FOR WILL</u> <u>CONTESTS.</u>

Contrary to the School's misguided assertion, NRS 137.080 is inapplicable
 to the present case. Indeed, this Court has already considered the Adelson Campus'
 contention and rejected the same.⁸⁶ Section NRS 137.080 expressly applies only
 to *contests* of wills, and the current proceedings are not a contest over the admission
 of a will to probate. A request for instruction or to construe the terms of a will is
 not a will contest.⁸⁷

Here, the Estate is not contesting the validity of the will. Rather, it has
 requested this Court to construe the terms of the Will and instruct the Executor how
 to proceed with respect to a bequest to a beneficiary against whom the Estate has

22 ⁸⁶ See id.

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23 87 See, e.g., In re Estate of Waterloo, 250 P.3d 558, 561(2011) (holding that will contest involves the singular issue of whether the will is valid and that questions concerning will 24 construction do not constitute a challenge to the validity of the will and are resolved after the will 25 is admitted to probate); In re Estate of Eden, 99 S.W.3d 82, 87 (Tenn.App. 1995) ("Will contests differ from will constructions. The two types of proceedings have different purposes and, 26 accordingly, different rules of evidence and procedure.... A will contest is a proceeding brought 27 for the purpose of having a will declared void because the testator lacked the requisite mental capacity to make a will or because the will was procured by undue influence or fraud.... The 28 purpose of a suit to construe a will is to ascertain and give effect to the testator's intention.").

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- substantial claims, and under circumstances that have radically altered the ability
 of the Executor to carry out Milton's known intent.⁸⁸
- Moreover, even if NRS 137.180 were applicable, which it is not, the Adelson
 Campus is estopped from asserting that the Estate's claims are barred by the statute
 of limitations because the purported delay was caused by the Adelson Campus'
 misrepresentations, conduct and omissions.⁸⁹ Courts traditionally apply the
 doctrine of equitable estoppel irrespective of whether one party intends to deceive
- 9 88 In support of this proposition, the Adelson Campus misquotes a string of cases from Missouri that are inapposite to their position. Indeed, in the matter entitled In re Estate of Hutchins, 875 10 S.W.2d 564 (Mo. App. S.D. 1994), the court made it clear that an executor "may sue for a 11 construction of a will without statutory limitations. The word 'construe', as used with reference to wills, means to determine the intention of the testator as set forth in an ambiguous but *lawful* 12 provision of the will." Similarly, in Johnson v. Wheeler, 360 Mo. 334, 228 S.W. 2d 714 (Mo. 1950), the court found that an "heir, claiming as distributee under will, can bring a bona fide suit 13 to construe will without being barred by statute of limitations, but if heir has been disinherited by 14 will, he cannot, under guise of construing will, bring a suit to have will declared void without subjecting himself to the statute of limitations." This rule of law obviously does not apply to an 15 executor. The Missouri Court of Appeals relied upon this same rule of law in the matter entitled 16 In re Estate of Moore, 889 S.W. 2d 136, 137 (Mo. App. E.D. 1989). Finally, the Adelson Campus' parenthetical for Williams v. Bryan Cave, et al., 774 S.W.2d 847, 848 (Mo. App. E.D. 17 1989) is intentionally misleading. Indeed, the court's ruling from such case was not that "an action to void will or any part thereof is a will contest no matter how couched," but rather a will 18 contest is a proper remedy against attorneys for negligent drafting of a will. In fact, the court never 19 even used the words "contest," "couched" or "void."
- 20 89 See Allen v. A.H. Robins Co., Inc., 752 F.2d 1365, 1371-1372 (9th Cir. 1985) ("As a general rule, a defendant will be estopped from setting up a statute-of-limitations defense when its own 21 prior representations or conduct have caused the plaintiff to run afoul of the statute and it is 22 equitable to hold the defendant responsible for that result.") (citation omitted); Sanchez v. Loffland Bros. Co., 626 F.2d 1228, 1231 (5th Cir. 1980) ("The equitable principle of estoppel prevents a 23 defendant whose representations or other conduct have caused a plaintiff to delay filing suit until after the running of the statutory period from asserting that bar to the action.") (citation omitted); 24 Cook v. Smith, 673 S.W.2d 232, 235 (Tex. Ct. App. 1984) ("A plaintiff may invoke equitable 25 estoppel to prevent an opponent from pleading limitations, if the opponent, his agent, or representatives make representations which induce the plaintiff to delay filing suit within the 26 applicable limitations period.") (citation omitted); Scarborough v. Atlantic Coast Line R. Co., 190 F.2d 935, 941 (4th Cir. 1951) ("[C]ertainly no one should be allowed to take advantage of his own 27 mistake to escape responsibility for a statement of his agent upon which another has placed 28 reliance.").

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another.⁹⁰ As indicated *supra*, the Adelson Campus tactically waited until after the
death of Milton to violate 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" in the hopes that the Executor of
Milton's estate would be unwilling to raise a challenge. Thus, the Adelson Campus
is estopped from asserting Estate's claims are barred by the statute of limitations
because the purported delay was caused by the Adelson Campus' conduct and/or
misrepresentations.⁹¹ Consequently, NRS 137.080 does not bar the Estate's claims.

7. <u>THE DEPOSITION TESTIMONY OF PAUL SCHIFFMAN IS</u> <u>HEARSAY AND INADMISSIBLE FOR PURPOSES OF SUMMARY</u> <u>JUDGMENT.</u>

The deposition testimony of Paul Schiffman relied upon by the Adelson
 Campus fails to comply with the requirements of Rule 56 of the Nevada Rules of
 Civil Procedure as the majority of his deposition testimony fails to set forth his
 personal knowledge of the matters contained therein, contains statements that are

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⁹⁰ Barnd v. Borst, 431 N.E.2d 161, 168 (Ind. App. 1982) (equitable estoppel arises where party charged with fraud has no actual intent to deceive).

after the running of the statutory period from asserting that bar to the action.") (citation omitted); *Cook v. Smith*, 673 S.W.2d 232, 235 (Tex. Ct. App. 1984) ("A plaintiff may invoke equitable
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^{See Allen v. A.H. Robins Co., Inc., 752 F.2d 1365, 1371-1372 (9th Cir. 1985) ("As a general rule, a defendant will be estopped from setting up a statute-of-limitations defense when its own prior representations or conduct have caused the plaintiff to run afoul of the statute and it is equitable to hold the defendant responsible for that result.") (citation omitted);} *Sanchez v. Loffland Bros. Co.*, 626 F.2d 1228, 1231 (5th Cir. 1980) ("The equitable principle of estoppel prevents a defendant whose representations or other conduct have caused a plaintiff to delay filing suit until

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not relevant, and is based on inadmissible hearsay.⁹² Indeed, the majority of Mr.
Schiffman's testimony merely recapitulates his "understanding" of conversations
that Milton purportedly had with Sheldon Adelson and Victor Chaltier that the
campus would purportedly be named The Dr. Miriam and Sheldon G. Adelson
Educational Campus.⁹³ Such testimony relaying Mr. Schiffman's "understanding"
of a conversation and agreement between Milton, Sheldon and Victor is
inadmissible hearsay and should not be considered by this Court.

Even if such testimony is admissible, however, it contradicts other portions
 of Mr. Schiffman's testimony and/or statements referenced above"[t] that the lower
 school would be the Milton I. Schwartz Hebrew Academy and that the campus
 would be the Adelson Campus." ⁹⁴

8. <u>THE ESTATE'S NRCP 56(F) REQUEST PRECLUDES ENTRY OF</u> <u>SUMMARY JUDGMENT.</u>

While the Estate believes it has set forth ample issues of fact to preclude summary judgment, additional discovery would benefit the Estate in further obtaining and developing issues of fact, which would likewise preclude summary judgment. Attached as Exhibit MM to this Opposition is the declaration of Counsel

¹⁹⁹² A statement that is merely based upon parties "personal belief" or "understanding" fails to
satisfy the personal knowledge requirement of Rule 56 and may not be considered by the Court. *See Cermetek, Inc. v. Butler Avpak, Inc.*, 573 F.2d 1370, 1377 (9th Cir. 1978) (holding that facts
alleged on "understanding" or "belief" are not sufficient to create a genuine issue of material fact); *Murphy v. Ford Motor Co.*, 170 F.R.D. 82, 84-85 (D. Mass. 1997) (holding that testimony based
on "beliefs" do not satisfy the requirements under Rule 56 that testimony be based upon personal
knowledge); *Fowler v. Tillman*, 97 F.Supp.2d 602, 607 (D.N.J. 2000) (holding that statements

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- prefaced by phrases "I believe" are properly subject to a motion to strike because affidavits must be based upon personal knowledge); *In re Hospitality of Vermont, Inc.*, 27 B.R. 737 (Bankr. D. Vt. 1983) (holding that affidavits made upon "understanding" are properly subject to a motion to strike when made in support of motion for summary judgment).
- See Motion for Partial Summary Judgment at 8:1-9:3, 14:13-16 and Ex. 6, Deposition of Paul Schiffman at 28:18-29:19 & 34:24-35:1.
 - ⁹⁴ See Ex. DD, Dep. Trans. of Paul Schiffman at 31:16-23.

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SOLOMON DWIGGINS & FREER 9060 W. Cheyenne Avenue Las Vegas, Nevada 89129 Phone 702.853.5483 Fax 702.853.5485 that outlines what discovery is necessary for the Estate to further develop or create
genuine issues of material fact. Further, the Estate has not even had the opportunity
to conduct discovery regarding its Second, Third, Fourth, Fifth and Sixth Claims for
Relief. As such, if this Court has not already been convinced that numerous issues
of fact remain outstanding as set forth above, the Estate requests an opportunity to
conduct discovery to develop facts on any factual contentions in question by this
Court.

9. <u>CONCLUSION</u>

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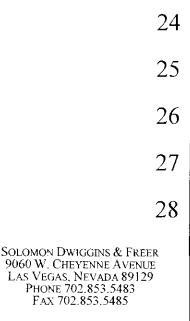
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⁹ For the foregoing reasons, this Court should deny summary judgment due to
 ¹⁰ the myriad issues of material fact or, at minimum, grant the Estate additional time
 ¹¹ to conduct discovery to enable it to further develop the factual issues supporting its
 ¹² claims. Further, this Court should enter an order authorizing discovery for all
 ¹³ remaining claims and defenses in this matter.

DATED this 27th day of May, 2014

SOLOMON DWIGGINS & FREER

17 By: MARK A. SOLOMON, ESO. 18 Nevada State Bar No. 00418 ALAN D. FREER, ESQ. 19 Nevada State Bar No. 7706 JEFFREY P. LUSZECK, ESQ. 20 Nevada State Bar No. 9619 SOLOMON DWIGGINS & FREER 21 9060 West Cheyenne Avenue Las Vegas, Nevada 89129 22 Telephone: (702) 853-5483 Facsimile: (702) 853-5485 23



Attorneys for Respondent

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03-31-1993 09:08AM FROM ΤÙ 3878778 P. 92 SECOND SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ 1 STATE OF NEVADA) $\mathbf{2}$: 35 COUNTY OF CLARK) 5 MILTON I. SCHWARTZ, being first duly sworn, upon oarn 4 deposes and says: 5 This Affidavit of made of my own personal knowledg 1. Ç except where stated on information and belief, and as to thos 7 matters, Affiant believes them to be true, and if called as 8 witness, Affiant would competently testify thereto. Э That Affiant hereby affirms under penalty of perjur 2. 10 that the assertions of this Affidavit are true. 11 This Affidavit is submitted in support of Plaintiff' 3. 12 Second Reply to Defendants' Supplemental Points and Authorities i 13 Opposition to Plaintiff's Motion for Declaratory Judgment ē.ī 14 Injunctive Relief. 15 That Affiant has been a member of the Board c 4. 16 Directors of the MILTON I. SCHWARTZ HEBREW ACADEMY since 1989, an 17 the Board of Directors have never allowed the use of proxies at it 18 meetings. 19 That Affiant donated \$500,000 to the Hebrew Acader 5. 20 with the understanding that the school would be renamed the MILT(21 I. SCHWARTZ HEBREW ACADEMY in perpetuity. That subsequent to the 22 donation being made the By-Laws were changed to specifically reries 23

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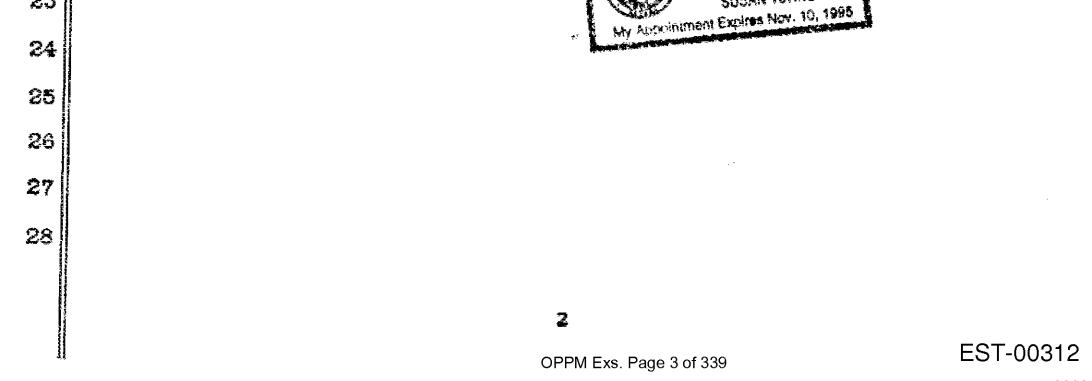
24	that fact and that as a result of the change, Article I, Paragra
25	1 of the By-Laws read "The name of this corporation is the MILT
26	I. Schwartz Eebrew Academy (hereinafter referred to as The Academ
27	and shall remain so in perpetuity."
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That Affiant solicited contributions from Paul Sog-6. l and Robert Cohen. That as a result of Affiant's efforts, Paul Soc- $\mathbf{2}$ pledged to donate \$300,000, and that as a result of Affiant' 3 efforts Robert Cohen pledged to donate \$100,000. 4 That Summerlin only donated 17 acres for the Hebre 7. ξ. Academy after Affiant donated \$500,000, and Paul Sogg pledged an 8 donated \$300,000 and Robert Cohen pledged and donated \$100,000. 7 That the donation of \$500,000 by Affiant was 8. 8 condition precedent to the donation of the land by Summerlin; tha Ŷ Affiant believes that the donation of \$400,000 by Mr. Sogg and Mr 10 Cohen was also a condition precedent to the donation of the Lang p 11 Summerlin. 12 FURTEER AFFIANT SAYETE NAUGHT. 13 14 15 MILTON SCHWARTZ Τ. 16 SWORN and SUBSCRIBED to before me 17 this $3\int_{1}^{5+1}$ day of March, 1993. 18 19 1 annes Notary Public 20 21 NOTARY PUBLIC 22 STATE OF NEVADA County of Clark SUSAN TURNER 23





1	SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ
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3	STATE OF NEVADA)) ss.:
4	COUNTY OF CLARK)
5	MILTON I. SCHWARTZ, being first duly sworn, upon oath, deposes
6	and says:
7	1. This Affidavit is made of my own personal knowledge
8	except where stated on information and belief, and as to those matters,
9	I believe them to be true, and if called as a witness, I would
10	confidently testify thereto.
11	2. That Affiant hereby affirms under penalty of perjury that
12	the assertions of this Affidavit are true.
13	3. This Affidavit is submitted in support of Plaintiff's
14	Reply to Defendant's Opposition to Plaintiff's Motion for Declaratory
15	Judgment and Injunctive Relief; Plaintiff's Opposition to Defendant's

15 Judgment and Injunctive Refler; Plaintiff's Opposition to Defendant's 16 Countermotion for Sanctions; Plaintiff's Opposition to Defendant's 17 Countermotion to Dismiss or, in the Alternative, for a More Definite 18 Statement; and Plaintiff's Countermotion to Strike Defendant's 19 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

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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.

That as a result of the actions of the Defendant, the 6. 6 MILTON I. SCHWARTZ HEBREW ACADEMY has suffered and will continue to 7 | suffer irreparable harm. That as a result of the actions of the 8 Defendant and in particular of Tamar Lubin, there has been a high 9 turnover of school teachers at the Hebrew Academy. This caused the loss 10 of highly qualified teachers that had the respect of the parents and 11 children and has caused and will continue to cause irreparable damage to 12 the MILTON I. SCHWARTZ HEBREW ACADEMY. In addition, Tamar Lubin has 13 [repeatedly lied to the Board of Directors. She informed the Board of 14

15	Directors in May of 1992 that all teachers would be returning in
16	September to the Academy and she had informed the Loard 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

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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.

8. That Affiant believes that the Defendant is in the process of negotiating a long term contract with Tamar Lubin to be the Administrator of the MILTON I. SCHWARTZ HEBREW ACADEMY and that this action will cause irreparable harm to the MILTON I. SCHWARTZ HEBREW 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

Academy is only operating at approximately 40% of its capacity. That as 15 a result of the actions of Tamar Lubin, many parents mave removed their 16 children from the MILTON I. SCHWARTZ HEBREW ACADEMY to enroll them in 17 either the Meadows, Temple Beth Sholom, the Las Vegas Day School, or to 18 place them in public school. As a result, the MILTON I. SCHWARTZ HEBREW 19 ACADEMY is suffering irreparable harm as long as Tamar Lubin remains 20 employed. Attached to this Motion as Exhibit " " are true and correct 21 copies of petitions from parents that have either removed their children 22 or are considering removing their children from the MILTON I. SCHWARTZ 23 HEBREW ACADEMY as a result of the actions of Tamar Lubin. Two of the 24 25 former directors of the Hebrew Academy, Sam Ventura and Dr. Neville Pokroy, have informed Affiant that at least fifty (50) students that 26 were removed from the school are waiting to return to the MILTON I. 27 SCHWARTZ HEBREW ACADEMY as soon as Tamar Lubin leaves. 28

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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.

That at the May 21, 1992 meeting of the Board of 7 11. Directors, it was determined that a conflict existed between the Bylaws 8 which mandated the time required for the nominating committee to give 9 its report and the time that elections could occur after that report was 10 given. That as a result, it was resolved at the May 21st meeting that 11 the only way elections could occur in the June meetings was that new 12 Bylaws would be approved at the beginning of the June meeting and a 13 provision in the new Bylaws would delete the time period which must 14

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.

That on or about June 10, 1992, Affiant was notified by 19 12. Dr. Edward Goldman that the nominating committee had decided that due to 20 the conflict in the Bylaws and the discussion that occurred at the May 21 21, 1992 Board meeting, that the elections should be put off until the 22 July Board meeting. That as a result of this conversation, Affiant 23 drafted the letter dated June 11, 1992. Affiant sent that letter to 24 each of the board members of the MILTON I. SCHWARTZ HEBREW ACADEMY 25 26 indicating to them that the elections would not occur at the June 27 meeting.

13. That during the June 18, 1992 meeting of the Board of

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Directors, the Directors did not vote on the Bylaws. That at the June 1 meeting, Affiant strenuously objected to the fact that elections were 2 going on. 3

That Affiant was specifically requested by Lenard 14. 4 Schwartzer, a member of the Defendant, the Second Board of Directors, to 5 not file this suit until after the fundraisers and Jewish holidays 6 In addition, Affiant attempted to arrange a meeting with occurred. 7 members of the Defendant, the Second Board of Directors, to resolve this 8 dispute. However, the meeting never took place because Tamar Lubin was 9 acting in bad faith and refused to allow the meeting to occur. 10 That on May 21, 1992, the Board of Directors of the 11 15. MILTON I. SCHWARTZ HEBREW ACADEMY consisted of Milton I. Schwartz, 12 Michael Novick, Dan Goldfarb, Cynthia Michaels, Frederick Berkley, Dr. 13 Edward Goldman, Scott Higginson, Dr. Tamar Lubin, Lenard Schwartzer,

Robert Rikita, Ira Sternberg, Geri Rentchler, Don Schlesinger, and Dr. 15 Richard Ellis. In addition, that Roberta Sabbath and Jr. Neville Pokroy 16 were Honorary Members of the Board of Directors. Honorary Members can 17 advise the Board of Directors but they cannot vote. 18

That on July 16, 1992, Affiant called a meeting of the 19 16. Board of Directors at Affiant's home because Affiant was not allowed on 20 the premises of the MILTON I. SCHWARTZ HEBREW ACADEMY. That at that 21 meeting the Board of Directors first voted for new Bylaws which removed 22 the requirement that the Board wait thirty (30) days after receiving the 23 Nominating Committee's report to hold an election. 24

25 17. That as of November 5, 1992, the Plaintiff's Board of Directors consisted of: 26 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

OFFICE OF DANIEL MARKS 302 East Carson, Suite 702 Les Vegas, Nevada 89101 (702) 386-0536

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Sternberg, Bob Rakita, Dr. Richard Ellis, Scott Higginson and Dr. Tamar
 Lubin. However, Ira Sternberg, Bob Rakita, Dr. Richard Ellis, Scott
 Higginson and Dr. Tamar Lubin have not acknowledged the past three (3)
 Board notices Affiant sent out, nor did they attend the July, August or
 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.

FURTHER AFFIANT SAYETH NAUGHT.

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MILTON I. SCHWARTZ

16 SUBSCRIBED AND SWORN to before 17 me this 12 day of February, 1993 18 19 NOTARY PUBLIC 20 DIANNE SANDERS 21 22 My 2011 (10 May 21, 1703 23 24 25 26 27 28 LAW OFFICE OF DANIEL MARKS 302 East Carson, Suite 702 6 Las Yegas, Nevada 89101 (702) 386-0536



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THE HEBREW ACADEMY Minutes of the Board of Trustees Special Meeting August 14, 1989

388-61FT (10AM

Present:

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Elliott Klain Gerri Rentchler -Neville Pokrov 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 Schwartzer, 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 ajourn meeting at 2:15pm. Seconded and approved.

Juan MSarrayh Susan McGarraugh

Acting Secretary

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SCHWARTZ OFFICE

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CERTIFICATE OF AMENDMENT OF THE ARTICLES OF INCORPORATION OF THE HEBREW ACADEMY AUG 29 2 49 PH '90 A Nevada Non-Profit Corporation 2 49 PH '90

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:

<u>RESOLVED</u>: 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 -

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IN WITNESS WHEREOF, the undersigned, the President and Secretary of the Board of Trustees of THE HEBREW ACADEMY, a /// /// ///

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Nevada non-profit corporation, have executed and acknowledged these presents this $\mu^{\pm h}$ day of August, 1990.

SCHWART2, President MILTON I. LENARD E. SCHWARTZER, Secretary

STATE OF NEVADA) SS: COUNTY OF CLARK)

On this 13^{46} 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 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.

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WITNESS MY HAND AND OFFICIAL SEAL.



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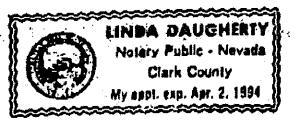
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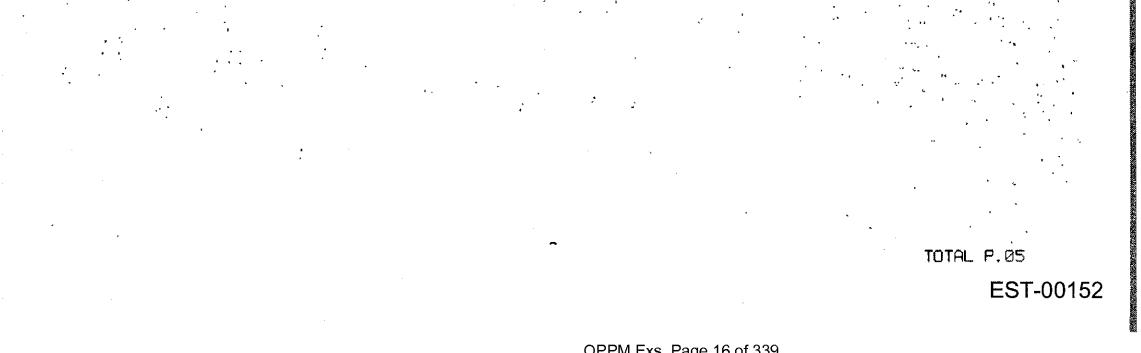
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STATE OF NEVADA COUNTY OF CLARK

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.





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BYLAWS OF

THE MILTON I. SCHWARTZ HEBREW ACADEMY

ARTICLE I

NAME AND OFFICE

1. <u>Name</u>: 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. <u>Office</u>: 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.

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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.

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Election of members of the Board of Trustees shall be 5. 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.

If, for any reason, any trustee is not elected in the 7. time and manner provided for by these Bylaws, such trustee shall continue to serve until such time as his successor has been elected.

A functional quorum of trustees shall consist of forty 8. 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

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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

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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. <u>Chairmen</u>: 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. <u>Executive Committee</u>: 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. les\72182003\Bylaws.les

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The executive committee shall be the primary management mechanism between meetings of the Board of Trustees.

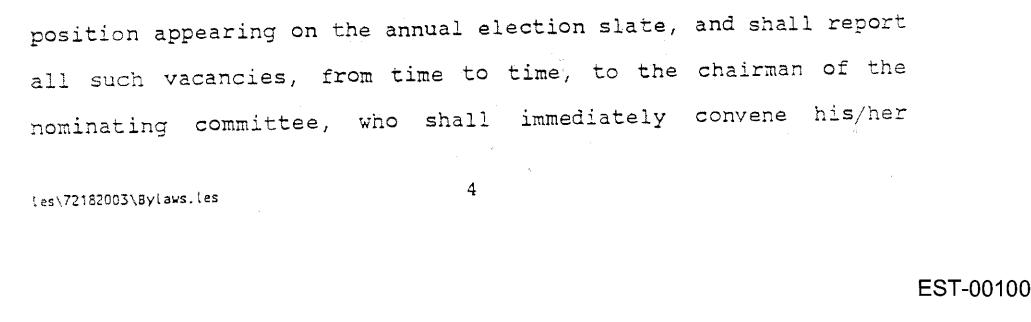
3. <u>Nominating Committee</u>: Members of this committee shall be appointed by the corporate president and the committee shall consist of three trustees. The committee shall submit a full report to the Board of Trustees no later than thirty days in advance of the June election. Any trustee in good standing 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. <u>Student Aid Committee</u>: 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. <u>Corporate Officers</u>: The elected officers of the corporation shall be the same as the officers of the Board of Trustees.

6. <u>Vacancies</u>: The Board of Trustees of the Academy shall alone determine when a vacancy exists in any corporate or Board 000840

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committee for the purpose of receiving and submitting recommendations to the Board of Trustees in order to fill such vacancies.

7. <u>Removal of Trustee</u>: 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. <u>Compensation and Expenses</u>: 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. <u>Standing Committees</u>: The following committees shall be designated permanent committees:

a. Fund-raising

b. Nominating

c. Student

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d. Building Fund

10. Other Committees: The president may establish and appoint members in good standing to additional committees, from les\72182003\Bylaws.les 5 EST-00101

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. <u>Chairman of the Board</u>: The Chairman shall preside at all meetings of the Board of Trustees. One person may hold the position of Chairman and President.

2. <u>President</u>: 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. <u>Vice President</u>: 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. <u>Secretary</u>: 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

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members of the corporation, showing their places of residence; such record shall be open for public and member inspection as prescribed

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by law. He/she shall perform all duties generally incidental to

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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.

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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 000843

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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.

AMENDMENTS

ARTICLE VIII

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.

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IN WITNESS WHEREOF, we have hereunto set our hands this $\underline{/S}$ day of ___, 1990. æ

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BYLAWS

OF

THE MILTON I. SCHWARTZ

HEBREW ACADEMY

ARTICLEI

PURPOSE AND POWERS

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

Section 1.02. <u>Purpose</u>. 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

<u>BOARD OF TRUSTEES</u>

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. - <u>Number, Election And Tenure</u>. 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 "<u>Trustee</u>" and, collectively, as the "<u>Trustees</u>"). 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

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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. <u>Exofficio Members Of The Board</u>. 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. <u>Annual Meeting</u>. 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. <u>Regular Meeting</u>. 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. <u>Special Meetings</u>. 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.

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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.

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

Informal Action by Trustees. No action of the Board of Trustees shall (b) 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.

Telephonic Meetings. Trustees may participate in a meeting of the (c)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. <u>Resignations</u>. 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. <u>Removal</u>. 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:

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

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

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(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. <u>Vacancies</u>. 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. <u>Compensation: Reimbursement for Expenses</u>. 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 <u>Executive Committee</u>. 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. <u>Nominating Committee</u>. 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. <u>Other Committees</u>. 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.

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Section 4.04. <u>Chairpersons</u>. 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. <u>Officers</u>. 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 "<u>Officer</u>" and, collectively, as the "<u>Officers</u>"). Any person may hold more than one office.

Section 5.02. <u>President</u>, 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. <u>First Vice-President</u>. 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. <u>Second Vice-President</u>. 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. <u>Secretary</u>. 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. <u>Treasurer</u>. 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.

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Section 5.07. <u>Duties</u>. 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. <u>Election</u>. 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. <u>Vacancy</u>. 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. <u>Removal</u>. 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

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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 <u>nolo</u> <u>contendere</u> 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

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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.

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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. <u>Contracts</u>. 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. <u>Borrowing</u>. 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. <u>Deposits</u>. 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.



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Section 7.04. <u>Gifts</u>. 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. <u>Books And Records</u>: 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. <u>Fiscal Year</u>. 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. <u>Waiver Of Notice</u>. 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. <u>Self-Dealing</u>. 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,

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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. <u>Loans To Officers And Trustees Prohibited</u>. 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



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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, <u>Additional Organizations</u>. 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. <u>Rules</u>. 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. <u>Conduct of Meetings</u>. 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.

ARTICLEIX

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: <u>Carol Gi Zun</u> President

Adopted this 13th day of April, 19 99

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

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DECLARATION OF FREDERIC I. BERKLEY, ESQ.

I, Frederic I. Berkley, Esq., under penalty of perjury in the State of Nevada state:

I make this Declaration in support of the Estate's Opposition to Motion for Partial 1. Summary Judgment. I have knowledge of the matters stated herein and would be competent to testify about them if called upon to do so.

2. To the best of my recollection, I met Milton I. Schwartz ("Milton") in the early 1980's and maintained a relationship with him until his death. I represented Mr. Schwartz in a number of business and marital disputes and considered him to be a friend.

3. I was a member of the Board of Directors of the Milton I. Schwartz Hebrew Academy ("MISHA") for a number of years.

Milton informed me that he had made substantial contributions to MISHA, both 4. financial and non-financial, which resulted in MISHA being named after Milton. Milton had also told me that, during tough times the school would only make its payroll if Milton paid it. Milton had told me that his financial contribution to MISHA in or around August 1989 enabled it to build the new Summerlin campus located on Hillpointe where it still operates to this day. Milton further informed me that he contributed not only substantial money, but also pledged to raise more and secured the donated land from the Howard Hughes Corporation. Milton also made me aware that he was also instrumental in causing others to make substantial donations to MISHA. Milton did not view his donations to MISHA as "charity" because he considered MISHA to be his school, and as such, a contribution to his legacy.

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On or around August 30, 1990, I sent Milton correspondence advising him that 5.

the name of had been changed to the Milton I. Schwartz Hebrew Academy. See Correspondence

from Frederic I. Berkley, Esq. to Milton I. Schwartz dated August 30, 1990, attached hereto as

Exhibit 1. Further, on or around August 10, 1995, Milton sent me correspondence reminding

me that I was present at a meeting of the Board of Trustees where the following took place: "[t]he Board corrected the draft of the revised By-laws by eliminating paragraph 6 of Article II and naming the corporation after Milton I. Schwartz in perpetuity." *See* Correspondence from Milton I. Schwartz to Fred Berkely, Esq. dated August 10, 1995, attached hereto as **Exhibit 2**.

6. Milton often referred to MISHA as "his school" and that it would be named after him "forever" or "in perpetuity." In fact, when Milton said "in perpetuity" he would often slow down and clearly annunciate that phrase to add extra emphasis.

7. Based upon my relationship with Milton, and the numerous conversations that I had with him, and in my opinion, Milton would neither have intended nor desired the \$500,000.00 bequest in his Last Will and Testament to go to The Dr. Miriam and Sheldon G. Adelson Educational Campus because he intended the money to go to MISHA, an entity which no longer exists.

Dated this $\underline{\mathcal{P}}$ day of May, 2014.

FREDERIC I. BERKLEY, ESQ.

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EXHIBIT 1

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7023878770 MAR-04-2010 15:35 SCHWARTZ OFFICE

LEONARD I. GANG FREDERIC I. BERKLEY"

*ALSO ADMITTED IN CALIFORNIA

GANG & BERKLEY ATTORNEYS AT LAW SUITE 101 415 SOUTH SIXTH STREET LAS VEGAS, NEVADA 89101 (702) 385-3761

August 30, 1990

Milton I. Schwartz 9145 Las Vegas Blvd. South Las Vegas, Nevada 89123

Re: Milton I. Schwartz Hebrew Academy

Dear Milton:

000861

Please find enclosed a copy of a Certificate of Amendment of the Articles of Incorporation of The Hebrew Academy memorializing the fact that the name of the school has now been changed to The Milton I. Schwartz Hebrew Academy. As you can see, the Certificate has been filed in the Office of the Secretary of State, as well as in the Clerk's Office for Clark County.

Very touly yours, FREDERIC I. BERKLEY

FIB/kh Encl. as stated

cc: Lenard E. Schwartzer Dr. Tamar Lubin ÷, `

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P.02/05

Exhibit B

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CERTIFICATE OF AMENDMENT OF THE ARTICLES OF INCORPORATION OF THE HEBREW ACADEMY AUG 29 2 49 PH '90 A Nevada Non-Profit Corporation

The undersigned, being the President and Secretary of the GLERX 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

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Secretary of the Board of Trustees of THE HEBREW ACADEMY, a /// /// ///

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MAR-04-2010 15:35

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Nevada non-profit corporation, have executed and acknowledged these presents this μ^{h} day of August, 1990.

I. SCHWARTZ, President LENARD E. SCHWARTZER, Secretary

STATE OF NEVADA); ss: COUNTY OF CLARK)

On this 13^{45} 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.

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WITNESS MY HAND AND OFFICIAL SEAL.



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MAR-04-2010 15:35 SCHWARTZ OFFICE 7023878770 P.05/05 STATE OF NEVADA SS: COUNTY OF CLARK On this /// 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. LINDA DAUGHERT Notary Public - Nevada Clark County Ny appt. exp. Apr. 2, 1994



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EXHIBIT 2

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MAR-04-2010 12:22

SCHWARTZ OFFICE

Exhibit T

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Milton I. Schwartz

2120 SILVER AVENUE LAS VEGAS, NEVADA 89102 (702) 382-0002 / (702) 383-6767

August 10, 1995

Mr. Fred Berkley, Esq. Berkley and Gordon 732 South Sixth Street #100 Las Vegas, NV 89101

Re: Milton I. Schwartz Hebrew Academy

Dear Fred:

Enclosed please find various minutes, filings, and documents appertaining to the name of the Milton I. Schwartz Hebrew Academy. Please note that you were present and voted at the November 11, 1990 meeting of the Board where the following took place:

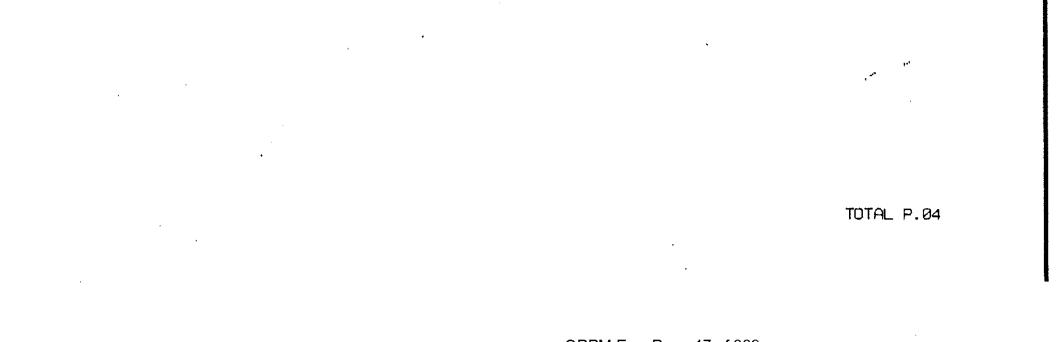
"The Board corrected the draft of the revised By-Laws by eliminating paragraph 6 of Article II and naming the corporation after Milton I. Schwartz in perpetuity."

After you have perused the enclosed, please call me so that we may discuss this matter.

Cordially,

Milton L Schwartz

Enclosures



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MAR-04-2010 12:22

Edward Everett Hole Sieve Lanc J. Stephen Peek Karen D. Dennisun R. Craig Howard Richard Remett Stephen V. Novacek Greeg W. Zhe **Bichard L. Elmurg**

> of Counsel **Gary II.** Gelfand

Marilyn L. Skender

Alex J. Flangus

Michele Eber

Robert D. Martin

Tracy L. Mathia

Lonard E. Schwartzer

Donald L. Christensen

William C. Devis, Jr.

SCHWARTZ DFF1CE

Hale, Lane, Peek, Dennison and Howard **A Professional Corporation**

Attorneys and Counsellors at Law

2300 West Sohara Avenue Suile 800 Box 8 Las Vegas, Nevada 89102

Telephone (702) 362-5118

FAX (702) 565-894()

7023878770 P.03/04 **Heno Office** Valley Bank Plaza 50 West Liberty Street Suite 650 Reno, Nevada 89501 Post Office Box 3237 Reno, Nevada 89505 Telephune (702) 788-7900 FAX (702) 786-6179

REPLY TO LAS VEGAS

October 11, 1990

VIA FAX

Jack Wallis Nevada State Bank P.O. Box 990 89125-0990 Las Vegas, Nevada

> Subordination Agreement Re: dated October 8, 1990

Dear Jack:

I have reviewed the above-referenced document. I have also reviewed the minutes of the Board of Minutes of Trustees of the Milton I. Schwartz Hebrew Academy. The Hebrew Academy changed its name to The Milton I. Schwartz Hebrew Academy on August 22, 1990. The Board of Trustees ratified the additional loan from Nevada State Bank at its meeting on September 27, 1990.

It is my opinion that the above-referenced document is legally binding on the parties although it refers to The Hebrew Academy.

truly yours Verw

Lenard E. Schwartzer

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Milton I. Schwartz cc; Dr. Tamar Lubin-Saposhnik

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MAR-04-2010 12:21

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SCHWARTZ OFFICE

THE HEBREW ACADEMY Minutes of the Board of Trustees Special Meeting August 14, 1989

388-61FT (10AM

Present:

Elliott Klain Gerri Rentchler 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 Schwartzer, 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 ajourn meeting at 2:15pm. Seconded and approved.

Juran MESarraugh Susan McGarraugh

Acting Secretary

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			Jonathan Schwartz, Esq.		
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¹This 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.

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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:

000870

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,

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THIS INDENTURE WITNESSETH:	The <u>The Hewbre</u> corporatio	<u>w Academy, a Nev</u> n	<u>vada non-profi</u>	t
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SUSAN McGARRAU				



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Hale, Halle Peek, Domision and Howard

A Professional Gerporation Attorneys and Counsellors at Law REPLY TO LAS VEGAS 2300 West Sahara Avenue Suite 800, Box 8 Las Vegas, Nevada 89102 Telephone (702) 362-5118 Fax (702) 365-6940

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 N

July 17, 1992

Milton I. Schwartz 2120 Silver Avenue Las Vegas, Nevada 89102

Dear Milton:

I am writing this letter requesting that whatever you do you consider what is best for the Milton I. Schwartz Hebrew Academy. From my point of view, as a parent of children in the school and a former board member, it would be best for the Academy and you, if you throw your support behind the Board of Trustees and Ira Sternberg, as its president. That way everyone will be able to concentrate on building the school up -- raising funds, recruiting students, etc.

It's your school, it has your name on it forever, I know you will do the right thing.

Very yours, Lenard ⁽E. Schwartzer

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1	SUPPLEMENTAL AFFIDAVIT OF MICHAEL NOVICK
2	STATE OF NEVADA)
3) SS.: COUNTY OF CLARK)
4	MICHAEL NOVICK, being first duly sworn, upon oath, deposes and
5	says:
6	1. This Affidavit is made of my own personal knowledge
7	except where stated on information and belief, and as to those matters,
8	I believe them to be true, and if called as a witness, I would
9	competently testify thereto.
10	2. That Affiant hereby affirms under penalty of perjury that
11	the assertions of this Affidavit are true.
12	3. This Affidavit is submitted in support of Plaintiff's
13	Reply to Defendant's Opposition to Plaintiff's Motion for Declaratory
14	Judgment and Injunctive Relief; Plaintiff's Opposition to Defendant's

15 Countermotion for Sanctions; Plaintiff's Opposition to Defendant's 16 Countermotion to Dismiss or, in the alternative, for a more definite 17 statement; and Plaintiff's Countermotion to Strike Defendant's 18 Opposition.

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.

5. That Affiant was elected to the Board of Directors in
January of 1991.

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

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

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

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

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

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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.

That on September 3, 1992, Tamar Lubin instructed Affiant
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.

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

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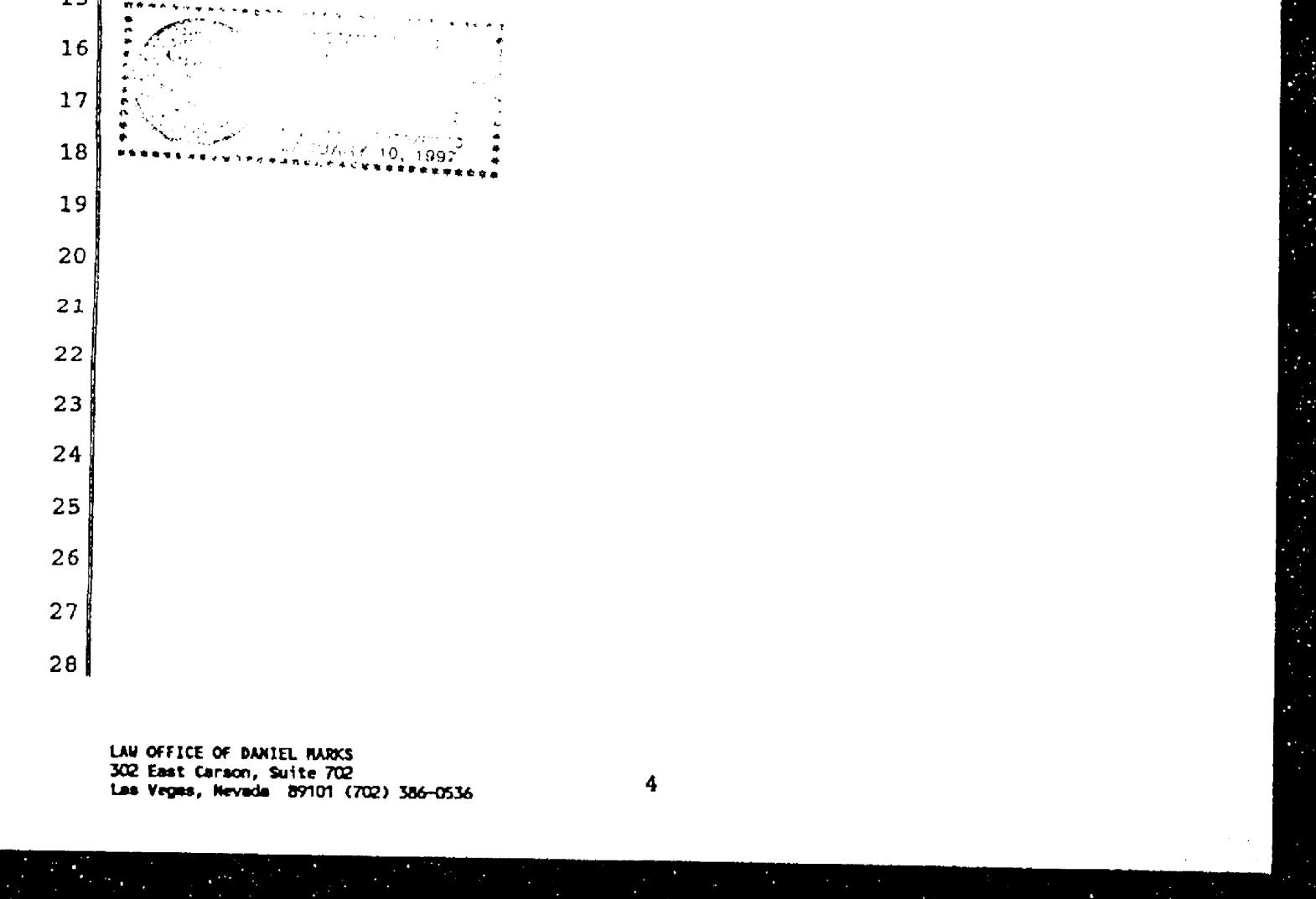
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OBJ Ex. Page 45 of 55 OPPM Exs. Page 59 of 339

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.
8	
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10	MICHAEL NOVICK
11	SUBSCRIBED AND SWORN to before
12	me this 19 day of February, 1993.
13	MA- al
14	NOTARY PUBLIC
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Exhibit U

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DECLARATION OF SUSAN PACHECO

I, Susan Pacheco, under penalty of perjury in the State of Nevada, state:

1. I make this Declaration in support of the Estate's Opposition to Motion for Partial Summary Judgment. I have knowledge of the matters stated herein and would be competent to testify about them if called upon to do so.

2. I served as Milton I. Schwartz's personal secretary from May 27, 1987 until his death. My job duties included, but were not limited to, managing Mr. Schwartz's daily calendar, including Milton's telephone calls, which he typically engaged in over a speaker phone and there were times he asked me to join him on the calls or I was able to hear the conversation when my office was adjacent to his.

3. I observed and/or assisted Mr. Schwartz facilitate countless charitable transactions. Although Mr. Schwartz made minor donations to various causes and charitable organizations, the major monetary donations made by Mr. Schwartz were used to create a legacy bearing his name such as the Milton I. Schwartz Hebrew Academy ("MISHA"). I observed a few situations wherein Mr. Schwartz refrained from making donations to charitable organizations because there was no name recognition. For example, I recall that he wanted to make a donation to the Jewish Community Day School and he did not do so because there was no name recognition available.

4. In or around 1989, Mr. Schwartz became very involved with the Hebrew Academy because he wanted Jewish children to have a great Jewish education, and he did not

feel that there were any quality Jewish schools at that time. Because of Mr. Schwartz's

involvement with MISHA, I was appointed to and served on the Board of Trustees of MISHA in

or about 1988 until 1990, wherein I served as Acting Secretary. In light of my service as Mr.

Schwartz's personal secretary for such a long period of time, and member of the Board of

Trustees, I have first-hand knowledge regarding the significant contributions that Mr. Schwartz made to MISHA.

5. Mr. Schwarz made substantial monetary donations to the MISHA, loaned money to the school and was instrumental in the Howard Hughes Corporation's gift of land where the Adelson High School sits. Indeed, there were several occasions when MISHA would call Mr. Schwartz needing a donation so the school could cover payroll. I participated in the Special Meeting of the Board of Trustees on August 14, 1989, wherein the Board decided to name MISHA after Mr. Schwartz in perpetuity in light of a \$500,000 donation made by Mr. Schwartz, and requested that "a letter should be written to Milton Schwartz stating the Academy will be named after him." In fact, I served as the Acting Secretary of such meeting. A true and correct copy of the Minutes are attached hereto as **Exhibit 1**. It was my understanding from my participation in this meeting, and other documents that I have seen, that MISHA would be named after Mr. Schwartz forever.

6. It was also important for Mr. Schwartz to donate time as well as money to the MISHA. Consequently, I routinely spent approximately five (5) hours out of my eight (8) hour work day working on issues relating to MISHA. Although Mr. Schwartz made substantial donations and spent a significant amount on other charities, he did not spend nearly as much money and/or time on those charities as he did on MISHA.

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7. It was always important for Mr. Schwartz to have MISHA named after him. Mr. Schwartz often referred to MISHA as "his school" and that it would be named after him

"forever" or "in perpetuity." In fact, when Mr. Schwartz said "in perpetuity" he would often

slow down and clearly annunciate that phrase for added emphasis. During one conversation I

had with Mr. Schwartz he told me: "when I die my name will remain on MISHA, and my

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children's children and great-grandchildren will know I was part of Jewish education in Las Vegas." It was common for Mr. Schwartz to correct others when they referred to MISHA merely as the Hebrew Academy. For example, on or around February 22, 1994, I drafted correspondence to Ms. Ronni Epstein's for Milton I. Schwartz's signature which states "[p]lease accept this note as a gentle reminder. The name of the school is The Milton I. Schwartz Hebrew Academy." See correspondence from Milton I. Schwartz to Ms. Ronni Epstein dated February 22, 1994, attached hereto as **Exhibit 2**.

8. When MISHA removed Mr. Schwartz's name off the school in or around 1993 he stopped making donations, and told me that "we are going to war to get my name back on the Hebrew Academy." Mr. Schwartz resumed making donations to MISHA after he received a copy of Dr. Roberta Sabbath's correspondence dated May 23, 1996, a copy of which is attached hereto as **Exhibit 3**. In response to the letter, Mr. Schwartz stated "well finally" as he was glad to see that it had been agreed to change the name back to MISHA. A short time later Mr. Schwartz regained his position on the Board of Directors at MISHA and resumed his duties. Mr. Schwartz donated over \$1,000,000.00 to MISHA throughout his life as evidenced by the donation schedule that I prepared, which is attached hereto as **Exhibit 4**.

9. Mr. Schwartz was also instrumental in causing others to make donations to MISHA. He was also aware of and welcomed MISHA's attempt to attract donors by providing naming rights to certain classrooms because its served a dual purpose by preserving his legacy

and allowing others to become associated with portions (i.e. certain class rooms, library, etc.) of

MISHA.

10. Mr. Schwartz encouraged Sheldon Adelson to build a high school next to MISHA

because it would bring all sorts of amenities to MISHA. Mr. Schwartz knew and understood

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from discussions with Victor Chaltiel and Mr. Adelson that the Adelson High School and MISHA would maintain distinct identities. Mr. Schwartz did not worry that the MISHA would remove his name after he died because the language contained in many of the school's documents stated it would be named after him "in perpetuity." Further, while Mr. Schwartz was alive MISHA and The Dr. Miriam and Sheldon G. Adelson School were always referred to as two separate entities in conversation, on stationary and in other organizational documents. In fact, The Dr. Miriam and Sheldon G. Adelson School was often referred to as being located on the MISHA campus.

Based upon my relationship with Mr. Schwartz, and the numerous conversations 11. that I had with him, I do not believe that Mr. Schwartz would want the \$500,000.00 bequest in his Last Will and Testament to go to The Dr. Miriam and Sheldon G. Adelson Educational Campus because he intended the money to go to the MISHA, an entity which no longer exists.

Dated this $\frac{20^{4}}{20^{4}}$ day of May, 2014.

Jusan Rohoes SUSAN PACHECO

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EXHIBIT 1

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SCHWARTZ OFFICE

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THE HEBREW ACADEMY Minutes of the Board of Trustees Special Meeting August 14, 1989

388-GIFT (10AM

Present:

Elliott Klain Gerri Rentchler-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 Schwartzer, 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 Reptchler.

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 Faul Sogg at the Gala. Tamar-Lubin Saposhnik seconded. All approved.

Motion to ajourn meeting at 2:15pm. Seconded and approved.

Awan MSarraugh Susan McGarraugh Acting Secretary

EXHIBIT

EXHIBIT 2

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Milton I. Schwartz

2120 SILVER AVENUE LAS VEGAS, NEVADA 89102 (702) 382-0002/(702) 383-6767

February 22, 1994

Ms. Ronni Epstein Executive Director Jewish Federation of Las Vegas 3909 S. Maryland Pkwy, #400 Las Vegas, NV 89119

Milton I. Schwartz Hebrew Academy Re:

Dear Ronni:

Please accept this note a as gentle reminder. The name of the school is The Milton I. Schwartz Hebrew Academy.

Sincerely, finten Aching

Milton I. Schwartz

Enclosure

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000891

JEWISH FEDERATION OF LAS VEGAS BOARD OF DIRECTORS MEETING JANUARY 18, 1994 MEETING

PRESENT

Dr. Allan Boruszak Daryl Alterwitz Dr. Stanley Ames Shelley Berkley Amy Boruszak Michael Cherry Judy Frank Dan Goldfarb Rick Hollander Edythe Katz Marty Loeb Sandy Mallin Michael Novick Dr. Marv Perer Dr. Neville Pokroy Milton I. Schwartz Marta Sorkin Douglas Unger Dr. Harris Waters Gerald Welt

ABSENT

Al Benedict Ron Cook Dorothy Eisenberg Elaine Galatz Gene Greenberg Melanie Greenberg Danny Greenspun Eva Kallick Gregory Kamer Ron Kirsh Dr. Stephen Kollins Art Marshall Hal Ober Arne Rosencrantz Lenard Schwartzer Sharon Sigesmund Leslie Simon Jerry Turk

STAFF

II.

Ronni Epstein Tony Figueredo Bev Eisen Sharon Heiman Suzan Loeb

GUESTS

Barry Eisen Harold Hyman Dr. Tamar Lubin

I. WELCOME AND ACCEPTANCE OF MINUTES

Dr. Allan Boruszak welcomed everyone to the January Board Meeting.

He asked for acceptance of the Minutes of the December 15, 1993 meeting. Dr. Marv Perer motioned to accept the Minutes of the December 15, 1993 Board of Directors Meeting. Mike Novick seconded and motion carried.

ANNOUNCEMENTS

المحلا مراجب المراجب والمراجع ألمولوك والوالك فسيم ومستمعه والانتخاص والعائية الداري

Allan said there were several programs which will be taking place in the community that require the Federation Leadership's support. He said the first is the Goldberg Lecture Series, chaired by Dr. Stan Ames, at Temple Beth Sholom on Sunday evening, February 6th at

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7 p.m. Allan said this year the speakers will be from the National Jewish Center for Learning and Leadership, and Rabbi Steve Greenberg, who served as our scholar for the Board Retreat, will open the series. He said that on the evening of Sunday January 23rd, the Jewish Federation of Las Vegas in co-operation with the Board of Rabbis will sponsor an evening with Leopold Page. Mr. Page was a member of Shindler's List and served as the chief consultant to Steven Speilberg in the production of the movie. He said this will also be held at Temple Beth Sholom January 23 at 7:00 p.m. and encouraged everyone to attend.

Allan introduced Ted Flaum, from New Orleans and a professional in the Federation, who is interviewing for the position of Campaign Director.

III. CAMPAIGN REPORT

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Allan said everyone should be aware our Major Cifts Reception on Saturday evening, February 5th with our Guest Speaker Dr. Jeane Kirkpatrick. He said the event was originally scheduled to take place at the home of Carole and Jerry Turk; however, due to some problems with the completion of construction, we had to move the Major Gifts event to Tournament Players Club.

Allan said it is imperative we actively work towards covering our Campaign assignments at the Major Gifts level, and he would like to see as many members of the Board as possible make that gift and attend this function. Allan said in his personal campaigning the response has been genuinely good for this Campaign.

Allan called on Marv Perer for the Campaign Report.

Marv said he was pleased to announce the Federation Campaign is well underway, and presently we have pledges in the amount of \$439,964. He said last year the same cards represented \$285,219 which was approximately a 54% increase over last year. Marv said this represents 148 gifts which mean there are many cards left in the Campaign which need to be covered. He said he was pleased to report the most active division, outside of Dr. Allan Boruszak who is a division unto himself, is the Maimonides Division chaired by Dr. Neville Pokroy and Dr. Harris Waters. He said the other divisions have not yet produced significant results and hopefully in the next few weeks they will be actively soliciting their cards.

Marv said this was a critical year for the community, and we must make every effort to get people to increase their gifts. He said not only must there be increased giving but also we must increase our donor base significantly which means our success is largely dependent on new gifts, and that is why at the last Board meeting members were asked for new names as possible prospects for the Campaign.

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Marv said everyone should have received their cards in the mail after the December Board meeting. He hoped everyone is working diligently to complete their assignments. Marv said there are many more cards to cover and every Board member needs to take an active role in this campaign. He said individuals are needed to work on our New Gifts Outreach effort, and those who wish to work with that Committee should talk to Rick Hollander.

Allan said last Saturday night at the Klezmer Conservatory Band program at UNLV there were just under 1,000 in attendance and the Federation gathered 30 new names so there is great potential for new gifts in Las Vegas.

Allan said at the Leopold Page Event, since we are sponsoring it, we will have a table to present material from the Federation but it will not be a solicitation event.

Allan thanked Marv for having the Campaign at almost one-half million dollars and only two and one-half weeks into the solicitation and he encouraged the Board to complete their assignments.

Allan said there is no Super Sunday Chairman for March 20, 1994 and wanted to know if someone from the Board would volunteer for the Event or could offer names to contact.

IV. WOMEN'S DIVISION REPORT

Allan called on Sandy Mallin and Amy Bourszak to give the Women's Division Report.

Amy said Women's Division received an \$18,000 gift. The General Division is now \$439,964 of which \$162,362 is from 70 women's gifts, and represents a card-for-card increase of 50% from those cards in to date. She said the concentration at present is on Lion and Pomegranate level gifts prior to upcoming events. Amy said the balance of cards have been assigned to Women's Division Board and are expected to be completed by the end of January.

Amy said four coffees will be held over the next month in Woman's Division Board Members' homes. Amy said invitations were being sent by zip code to zero and new prospects in an attempt to interest these new women. She said the coffees will be nonsolicitation in nature, but the women will be encouraged to participate at least on the dollar-a-day level. Amy said if anyone had new names to please give them to her so they can be included in the coffees.

Sandy said the Lion of Judah Event is being chaired by Linda Cohen. She said it will be held on Wednesday, February 16th at the new MGM in a suite on the 29th floor. She said Deborah Lipstadt, scholar and author will be the guest speaker. Sandy said the Pomegranate

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Luncheon is being chaired by Bonnie Berkowitz and Susan Langsner. She said it will be in the Monte Carlo Room at the Sheraton Desert Inn on Thursday, February 24th. She said the noted movie critic and author, Michael Medved will be the guest speaker. Sandy said Heidi Sarnow, Karen Borgelt and Wendy Plaster are chairing the \$365 minimum Main Event Luncheon. She said it would be held on Tuesday, April 5th with former President Carter's Assistant Midge Coistanza as guest speaker.

Allan thanked Sandy and Amy for their Reports.

V. FINANCIAL REPORT

Allan said since our audit has been completed and the office staff has worked diligently to present accurate reports he wanted to call upon Dan Goldfarb, Finance Committee Chairman, to present the financial report.

Dan responded to the Management letter and the memo attached to the Agenda (see attached.)

Dan said to notice the November Statement attached to the Agenda, the December Statement is not yet ready.

Ronni said the original budget is in the right column and when the Board approved the Audit a deferment was approved on a portion of the 1993 Campaign to cover this year's budget due to the fact that the fiscal year was originally the calendar year. She said the Campaign ended on June 30, 1993 at approximately \$863,000. Ronni said our new budget is for July 1, 1993 through June 30, 1994. She said according to auditors the decision was made to defer \$518,499 from the 1993 Campaign toward this year's budget. Ronni said some of the money from the 1994 Campaign will be needed to cover this time period as we are stretching a six month Campaign to cover eighteen months of overhead. Ronni said once we get a full handle on what our debt is we will be coming back to this Board with a final understanding of what our deficit which we may want to amortize over a few years.

Dan said we were running in an organized basis and we should be current sometime in 1995.

Allan said to make it clear that the percentage of administrative expenses has gone down.

Milton I. Schwartz asked why we changed the fiscal year, and Ronni

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said the Federation was allocating or budgeting money before it was raised. The Federation's fiscal year originally started January 1 and the Campaign was not finished until May and June. Milton pointed out businesses budgeted their year before it was raised.

Ronni said in the Federation world it is not wise to budget money until we know the amount we have as there is no way to know the amount of revenue that can be realized. She said we cannot work with projected revenues as it is not a responsible way to handle community dollars, and we should not allocate money we do not have.

Dan said the Financial Statement for November is in the Controller's office and anyone who wishes can go over it.

Ronni said both the volunteer and professionals have worked very hard over the last seven months to get things in order and she wanted to thank Tony Figueredo, our Controller, who has worked tirelessly to get the computer system working and to be able to articulate the budget so the Board can be comfortable with what the figures reflect.

Mike Novick motioned to accept the November Financial Statement. Judy Frank seconded and the motion carried.

VI. STRATEGIC PLANNING PROGRAM

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Allan said we will be participating in probably the most important process this Jewish community has ever been engaged in, and that is the Strategic Planning Seminars facilitated by Dennis Stein, Director of the Nevada Development Authority, on Sunday January 23, 9:00 a.m. to 4:00 p.m. and Sunday January 30, 9:00 a.m. to 2:00 p.m. He said he expects all members of the Executive Committee to attend both of these sessions. Allan said if we are ever to be successful and move forward in developing a quality Jewish community we must take the responsibility to participate in this process. He said outside of the Campaign, nothing is more important.

Allan asked for any comments or questions regarding the Strategic Planning Process.

VII. ALLOCATIONS COMMITTEE REPORT

Allan said this year the Allocations Committee process began early in an effort to make the procedures more effective. Allan called upon Mike Novick, Allocations Committee Chair, to give a report on the progress of his Committee.

Mike said the committee has visited with the Jewish Family Services and Hebrew Academy and will visit Temple Beth Shalom and other beneficiary agencies in the near future. He said sub-committees are being formed and the committee is in the process of developing a Memorandum on Understanding. 000896

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Stan asked if there are any changes in the recipient agencies. Allan said the Allocations Committee will make their recommendations to this Board for discussion and vote. He said the

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Allocations Committee is working hard to understand the agencies that are asking for money both from a financial and physical plan standpoint. He said the Committee is also working to put together a Memorandum of Understanding.

Mike said from the meeting with Hebrew Academy we are heading more toward "program" based allocations rather than "agency" based allocations which is more in line with the manner United Way allocates their funds. Mike said he and Ronni are going to meet with Garth Winkler to learn more about how the United Way handles its allocations process.

Allan thanked Mike Novick and his Committee for their hard work, and explained this process will increase the credibility of the way in which we allocate community dollars, and make sure that the money which is so hard to raise is being spent in the appropriate fashion.

VIII. ENDOWMENT REPORT

768000

Allan called on Daryl Alterwitz to give an Endowment Report.

Daryl said the Committee has made some recommendations of donor advised funds. We have forms everyone is comfortable with and a system to process these. Daryl Alterwitz moved to make the following recommendations for distribution to several organizations from Philanthropic funds as follows:

\$22,000 Operation Exodus

100 Goldberg Lecture Series

\$ 1,650 Adat Ari El

\$ 5,000 Federation Building Campaign Dan Goldfarb seconded and the motion carried.

Daryl said an Endowment of \$6.85 needs to be moved into the unrestricted funds. Dan Goldfarb motioned to move the Endowment of \$6.85 into the Unrestricted funds. Mike Novick seconded and motion carried.

Daryl said there are now sub-committee that have met and are coming back with marketing strategies. He said Nachman Rosenberg, from the Palm Beach Federation, will be meeting with us to give us guidance in how to reach our goals and develop more endowments made for the benefit of the Federation.

Allan said by setting up a Philanthropic Fund, whenever money from that Fund is donated to any charity it would be written on a Jewish Federation check. Allan said the donor would be given credit for his donation and other organizations would see the Jewish Federation is out there and it will lend creditability to our name.

Allan thanked Daryl for his report and for finally getting our Foundation program on the right track.

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Sandy asked if we would need to announce recommendations each time a gift is made. Ronni explained that what generally occurs is the Board will receives a list, with their Agenda, for the Philanthropic Fund disbursements.

IX. MISSION TO ISRAEL

Allan said as previously discussed we would like a Board Mission to Israel in conjunction with the President's Mission for those who have donated \$10,000 or more. The President's Mission is at no cost to donors of \$10,000 or more. Because some on the Board have given that amount we would like to coordinate the President's Mission with the Board Mission. The tentative dates being looked at are October 16 through October 23, and the cost will be approximately \$2,500, or less, per person. We need to know quickly if people are interested in going. Allan asked how many Board members would consider going. Allan said we needed at least twelve members before we open this up to the Jewish community. Ronni pointed out there would be an overlap of three days with the President's Mission and the Board Mission.

X. GOOD AND WELFARE

868000

Allan asked members for any announcements.

Barry Eisen, of Jewish Family Services Agency made the following announcements:

- 1. Agency adoption license renewed.
- 2. Applications be made to Clark County and City of Las Vegas and Title XX for housing program.
- 3. A Grant of \$11,000 was received from FEMA to be used to prevent evictions.
- 4. The JFSA receives approximately \$12,500 (restricted.)
- Approximately 42 home-sharing matches per year are made over 90 calls a month are received for our housing service to seniors.
- A Russian family will be arriving Thursday, January 20, 1994.
- 7. The Agency needs a new computer.

Harold Hyman, Jewish War Veterans, announced the forming a new group.

Tamar Lubin, Hebrew Academy, said that Las Vegas was hosting the Annual Conference of Day Schools March 13 - 16, 1994.

Edythe Katz said Mr. and Mrs. Leopold Page will have a press conference this Friday afternoon at the Federation and the Riviera Hotel is hosting them.

Allan congratulated Harris and Liz Waters on the birth of their daughter, Marla Rae.

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Allan gave upcoming congratulations to Judy Frank for her daughter's wedding.

Ronni said the Klezmer Conservatory Band had an excellent program and response. She congratulated Marta Sorkin for her suggestion to put a table up and she said we must support these programs to attract others to this community.

Shelley Berkley said we need to begin pushing members of our Jewish community to run for more offices in the State. She said we have no one on the School Board and it helps to have members of our community interacting with the secular world. Shelley pointed out we must be vigilant and have a high profile in the community. She said the Jewish community needs to have a profile on the Federal level as well as the local level. Allan said the Jewish community has always raised money for politicians but always in November never in Primacy.

IX. ADJOURNMENT

Meeting adjourned.

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EXHIBIT 3

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THE HEBREW ACADEMY

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

Dr. Aoberta Sabbalh School Head

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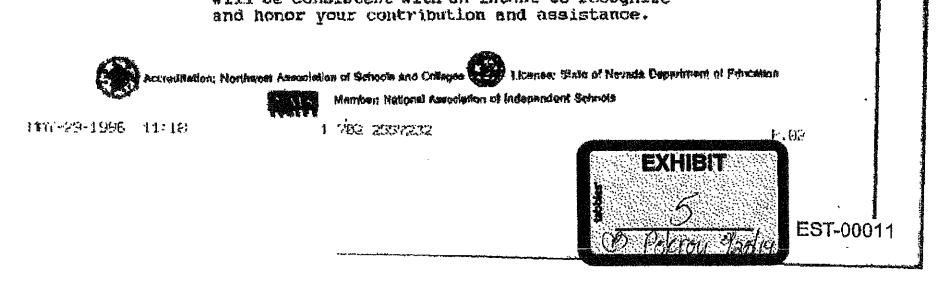
May 23, 1996

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

Deur 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 "Million 1. Schwartz Hebrew Academy."
- (2) Amend the Hebrew Academy's Articles of Incorporation to restore its former name of the "Milton 1. Schwartz Hebrew Academy."
- ()) 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 1. "Schwartz Hebrew Academy", in a form consistent with this letterbead and include our full name on future brochurse.
- (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 consistant 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



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The restoration of the mans of the "Milton T. Schwartz Hebrew Academy" has been taken as matter of "menschlackelt" 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 lesst, your recent action as a man of "shalom."

Your invitation to me as new Sobool Moad to meet and resolve differences and to work with me and the Board to bring "shalum" to our Javish community will serve as a much needed example of Jawish loadnrship.

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 T. 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.

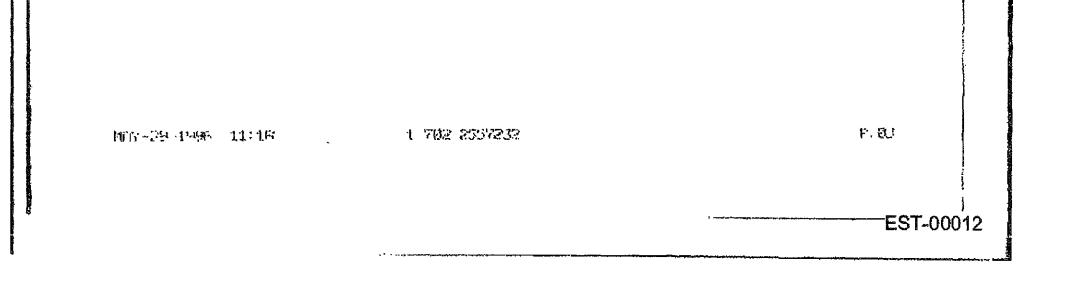
You have our pledge that we are committed to make the "Milton I. Schwartz Hebrew Academy" a source of honor and a place of Jewish learning of which you and your family will always justly be able to take great pride.

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

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Dr. Roberta Sabbath School Read

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The Milton I. Schwartz HEBREW ACADEMY 9700 West Hillpointe Pond Lins Veges, Nevoda 89194 Tel: (702) 265-4500 Fax: (702) 255-7232

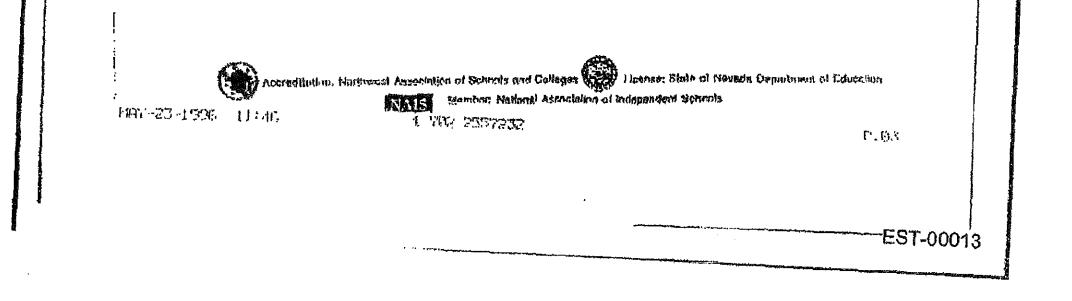
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EXHIBIT 4

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Exhibit U Total CLT MIS Contributions/donations Milton I Schwartz Hebrew Academy 2007 2006 2005 2004 2003 2002 1999 2000 2001 1998 1988 1989 1997 1996 1995 1994 1993 1992 1991 1990 ŝ \$ \$ \ \$ wwwwwwww 1,055,903.75 1,010,656.66 100,000.00 500,900.00 135,277.00 2,100.00 22,500.00 45,247.09 57,130.00 51,323.00 88,535.00 26,600.00 9,622.00 7,400.00 9,000.00 150.00 50.00 69,66 τι Ŧ Ŧ ጭ Per HA ŝ 88,535.00 88,535.00 ŝ ŝ ycs ŝ 2,400.00 1,200.00 1,200.00 VGC ŝ ŝ ŝ 1,900.00 1,300.00 600,00 loans \$ 233,000.00 5 \$ \$ ~~ wwwwwwww 5 150,000.00 83,000.00 Ê ŧ ł ٤ ſ ٤ ı ſ đ 1 ŧ ٠ 4 1 ſ ŝ ŝ return of loans (40,000.00) (40,000.00

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Milton | Schwartz Hebrew Academy CLT #45 Contributions/donations (12/90 - 2005)

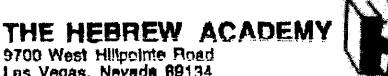
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9700 West Hillpointe Road Los Vegas, Nevada 89134 Tel: (702) 255-4500 Fax: (702) 255-7232

Dr. Roberta Sabbath School Head

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May 23, 1996

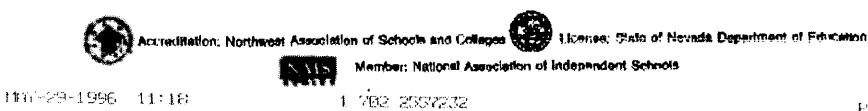
Milton I. Schwartz 2120 Silver Ave. Jas Vegas, NV 89102

Dear Milton:

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- Restore the Hebrew Academy's name to the (1)"Hillon 1. Schwartz Hebrew Academy."
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- (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 letterbead and include our full name on future brochures.
- Where practicable, display the full name of (5) 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.



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The restoration of the name of the "Milton I. Schwartz Hebrew Academy" has been taken as matter of "menschlackeit" 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."

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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 bours 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.

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Dr. Roberta Sabbat School Head

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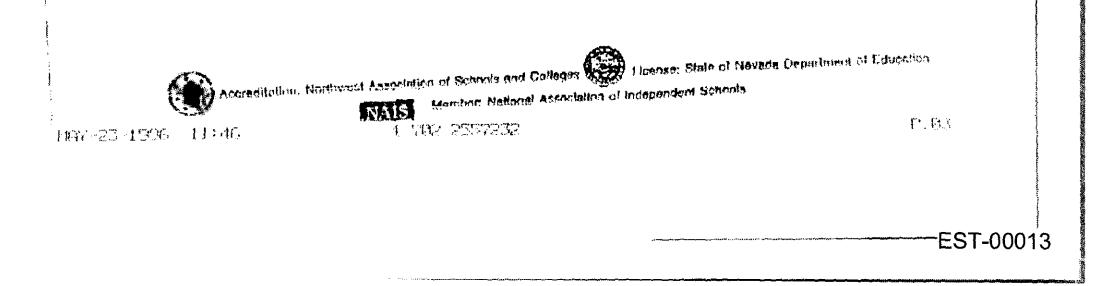
The Milton I. Schwartz HEBREW ACADEMY 9700 West Hillpointe Road Las Vegas, Nevoda 99194 Tel: (702) 265-4500 Fax: (702) 255-7232



Dr. Roberta Sabbath School Head

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DVD Transcription of Paul Schiffman Interview





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12	DVD TRANSCRIPTION OF
13	PAUL SCHIFFMAN INTERVIEW
14	
15	9700 West Hillpointe Road
16	Las Vegas, Nevada
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702-47	V6-4500 OASIS REPORTING SERVICES, LLC OPPM Exs. Page 94 of 339	Page: 1
25	Job No. 9795	
24	Transcribed by: Carla N. Bywaters, CCR #866	
23		
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1	PROCEEDINGS
2	Paul Schiffman, S-c-h-i-f-f-m-a-n, Head of
3	School for the Milton I. Schwartz Hebrew Academy and
4	the Dr. Miriam and Sheldon G. Adelson School.
5	Q. Okay. Paul, describe the Milton I. Schwartz
6	Hebrew Academy, your understanding of it, in terms of
7	historically and what it has been up until this time,
8	not worrying about where it's going, but just what has
9	this place been.
10	A. Well, I think that the school itself is an
11	established school. It's one that we had some
12	visionaries in this town. Milton I. Schwartz himself,
13	who saw the need for a Jewish education, saw the need
14	to bring children together who want to study a strong
15	secular program as well as to have their Jewish roots
16	grow and prosper and flourish.
17	So what we're doing now, as far as the Hebrew
18	Academy is concerned, we're just building on the
19	wonderful school that's here, so that same smallness,
20	the same caring, the same quality education will just

702-47	V6-4500OASIS REPORTING SERVICES, LLCPage: 2
25	program starting with preschoolers and taking them
24	we can have for our community is a total articulated
23	G. Adelson School takes us to that next step. So what
22	And then adding in the Dr. Miriam and Sheldon
21	be enhanced. It's not going to be changed.

OASIS REPORTING SERVICES, LLC OPPM Exs. Page 95 of 339

1	through, basically, what I call quasi-adulthood.
2	Q. Okay. And then so there's a lot of stories
3	about Milton kind of rescuing the school. My kids have
4	been here since 2000, and apparently what happened was
5	whenever the school would run out of money, Milton
6	would break out the checkbook and write a big check.
7	Have you heard those kind of stories?
8	A. I think it's more than just the money aspect.
9	Milton was the person who saw the need for a school to
10	offer a Jewish education in this town. He saw the need
11	for the community to become a true essence of an
12	established community and then said, "We're going to do
13	this."
14	And he's not just done it through the
15	generosity of dollars, he's also done it through the
16	generosity of his time. Milton spends hours at the
17	school. He has in the past and continues to do that
18	today. He is here because he believes in what we're
19	doing for children; and so, yes, has he been the if
20	this were a sonnet, he'd be the poet laureate of Jewish

702-47	76-4500OASIS REPORTING SERVICES, LLCPage: 3
25	beginning with Milton. So here's this gentleman who
24	factor taking place here at the Hebrew Academy
23	back to Milton, just talk about the sort of human
22	Q. I'm just trying to think. So, again, getting
21	education in Las Vegas.

OASIS REPORTING SERVICES, LLC OPPM Exs. Page 96 of 339

1	has put a lot of time and effort and money into this
2	place, and it's now sort of snowballing into this
3	bigger thing, and it's people that are really making
4	that happen. Just describe that.
5	A. I think that when you take a person such as
6	Milton who cares about the Jewish community, cares
7	about people, wants to make a difference in their
8	lives, and then you take that and you have his name on
9	a school, he wants to make sure that people are
10	following that ethos that he has.
11	He himself is a person who is extremely
11 12	He himself is a person who is extremely bright. You can have a conversation with Milton that
12	bright. You can have a conversation with Milton that
12 13	bright. You can have a conversation with Milton that you never know where you're going to go to. It's fun.
12 13 14	bright. You can have a conversation with Milton that you never know where you're going to go to. It's fun. It's enjoyable. But he has always goes back to the
12 13 14 15	bright. You can have a conversation with Milton that you never know where you're going to go to. It's fun. It's enjoyable. But he has always goes back to the core value of are people being cared for, and he wants
12 13 14 15 16	bright. You can have a conversation with Milton that you never know where you're going to go to. It's fun. It's enjoyable. But he has always goes back to the core value of are people being cared for, and he wants the students here to be cared for.
12 13 14 15 16 17	bright. You can have a conversation with Milton that you never know where you're going to go to. It's fun. It's enjoyable. But he has always goes back to the core value of are people being cared for, and he wants the students here to be cared for.



1	REPORTER'S CERTIFICATE
2	STATE OF NEVADA)) ss
3	COUNTY OF CLARK)
4	I, Carla N. Bywaters, do hereby certify:
5	That I well and truly reported from a digital video disc recording the enclosed proceedings;
6	
7	That I thereafter transcribed my shorthand notes into typewriting and that the typewritten transcript of said proceedings is a complete, true and accurate
8	record of testimony provided at said time to the best of my ability.
9	
10	I further certify that I am not a relative, employee or independent contractor of counsel of any of the parties involved in said action; nor a person
11	financially interested in the action; nor do I have any other relationship with any of the parties or with
12	counsel of any of the parties involved in the action that may reasonably cause my impartiality to be
13	questioned.
14	IN WITNESS WHEREOF, I have hereunto set my hand in the County of Clark, State of Nevada, this 15th day of
15	May 2014.
16	
17	
18	
19	
	Carla N. Bywaters, CCR 866
20	





Dear Friends:

000919

weicome! 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 9th and 10th 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 8th 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 8th 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!

Toni and Victor Chaltiel Dr. Miriam and Sheldon G. Adelson Ule & Colle <u>الم</u> EST-00016 OPPM Exs. Page 100 of 339

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The Milton I. Schwartz Hebrew Academy

The Dr. Miriam and Sheldon G. Adelson School

Executive Board of Trustees Meeting

March 14, 2007

Executive session of the Milton I. Schwartz Hebrew Academy/Adelson High School Board of Trustees was called to order at 10:30 am, March 14, 2007.

Present: Victor Chaltiel, Suzanne Steinberg, Milton Schwartz, Paul Schiffman Absent: Sheldon Adelson, Jill Hanlon, Ercy Rosen

New Business:

The current enrollment for Hebrew Academy with deposits is 199. This is ahead of last years' enrollment. Paul will present updated enrollment by Grade at the BOT meeting and staffing updates for the school, including interviews he has scheduled.

Paul introduced Stacy Colwell a candidate for the lower school head.

Paul will introduce to the BOT the new Head of the Adelson High School, Dr. Paul The High School Chair will supervise their subject curriculum through High School. The High School Chair will be teaching in the High School.

Paul reviewed the seminar "Educating our high school children from the 21st Century." There were about 60 individuals present and standing room only. Jeff Moredock from the NAIS led the panel discussions along with Paul and our new administrator and faculty from the Adelson School.

Paul will present at the board meeting the update from PNAIS accreditation. We have submitted and met all the requirements. At the April BOT meeting the board will have to do a self-evaluation of its own members.

Paul discussed a preschool family with a hardship case. He will present this at the BOT meeting.

The GALA was discussed and the need to gross \$600,000 to make our budget. Sara Wessel is actively soliciting high profile individuals and companies.

Victor discussed the need to clarify whether we would have the same or separate boards for the MIS Hebrew Academy and Adelson High School. Victor will discuss this with Sheldon and Jill.



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t was discussed at the Finance meeting that we should roll over the Bank of America mortgage due on Sept 2007.

Paul notified Tamar Lubin that the building with her name was demolished.

Board Members:

An updated roster will be mailed to include Yasmin Lukatz and Sam Ventura.

Financial:

Mike Wiley presented a Cash Flow Summary and Income and Expenses. Due to our generous major donors, and the Adelson's who matched the total donation pledged, over \$900,000 was raised. This will leave only a minor operating deficit of \$31,000.

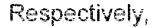
Mike Wiley discussed the appropriate review of scholarship funds with a budget for at least 13% rate or \$325,000.. Mike discussed 3 families that need to go to the finance committee for collection of tuition.

Mike and Ercy will discuss the 2007/2008 budget which should look at capacity, current enrollment, and anticipated enrollment. This will be presented at the next meeting.

Mike is working to develop a financial matrix. Mike discussed that at the end of April the audit will be done. The cost of the audit is \$10,500

It was discussed that a copy of the approval process and accounting information will be presented to the BOT for review of finances for the Adelson High School, It was discussed that for the Adelson High School a monthly report should be prepared by Mr. Jim Strobe the Owners Project Manager to review payments, work done, lien releases. Rhonda will present these procedures.

Milton wanted to discuss at the BOT meeting that the Federation gave only \$4,000 this year to HA for scholarship. Milton recommended that we do not accept this money. Milton wants to discuss/vote on this matter.



Suzanne Steinberg, Secretary of the Board of Trustees



000922

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EST-00289

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The Milton I. Schwartz Hebrew Academy 2007 Gala

Honoring Milton I. Schwartz

Recipient of the Second Annual Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award Sunday, May 6, 2007 The Venetian Resort-Hotel-Casino

TRIBUTE JOURNAL ORDER FORM

The opportunities for sponsorship in the Tribute Journal are as follows:

\$30,000 (includes 2 tables of 10)

\$30,000 (includes 2 tables of 10)

\$30,000 (includes 2 tables of 10)

Outside Back Cover SOLD Inside Back Cover SOLD Inside Front Cover SOLD

Double Diamond Sponsor Diamond Sponsor Platinum Page Sponsor Gold Page Sponsor Silver Page Sponsor Black & White Page Ad Half Page Ad Quarter Page Ad Individual Tickets

000924

\$25,000 (2-page ad, 2 tables of 10) \$12,500 (full page ad and 1 table of 10) \$5,400 (includes 8 gala tickets) \$3,600 (includes 6 gala tickets) \$1,800 (includes 2 gala tickets) \$1,000 \$500 \$360 000924

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\$250 (please do not count those included above)

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Credit Card inform				-
Name				
No.			Exp.	Date

THE DEADLINE FOR INCLUSION IN THE TRIBUTE JOURNAL IS FRIDAY, APRIL 6, 2007

Please make checks payable to The M.I.S. Hebrew Academy

Contributions tax deductible to the full extent of the law.

Please visit <u>www.lvhebrewacademy.org/TributeJournal</u> to download your corresponding Tribute Journal template. Photo's need to be 300 dpi. Please direct questions to Allison Shay or Cynthia McAdory at (702) 255-4500; fax (702) 255-7232; email: <u>ashay@lvhebrewacademy.org</u> or <u>cmcadory@lvhebrewacademy.org</u>.

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MILTON I. SCHWARTZ

000926

War hero. Successful businessman. Philanthropist. Visionary. All these terms describe a man who has dedicated his life to bettering the lives of those around him, and who has played a significant role in Las Vegas life since he first arrived in Nevada in 1946: Milton I. Schwartz.

Born in Brooklyn, New York, Milton Schwartz attended both New York University and the Wharton School of Finance. During World War II, Mr. Schwartz enlisted in the Army and saw combat in the elite Army Signal Corps in the Far East. After his distinguished military service, Mr. Schwartz came to Nevada where – among his many achievements – he owned and operated Valley Hospital and served as Chairman of Formula 409, President of Checker Cab Company, Vice President of Yellow Cab and Star Cab companies, and on numerous philanthropic and charitable boards.

In each venture and in all aspects of life, Mr. Schwartz has made it his mission to treat his employees fairly, be at the forefront of good environmental business practices, and to work toward the Jewish commandment of *tikkun olam* (healing the world). His most treasured endeavor and most profound legacy, however, is the Milton I. Schwartz Hebrew Academy, through which he and others generously answered the need in Las Vegas for a strong secular and Judaic educational institution for elementary school-aged children 000926

Established in Summerlin in 1988, the school has since expanded to include preschool through 8th grade. Mr. Schwartz sits on the Board of Trustees and generously supports the M.I.S. Hebrew Academy's continued growth. EST-00017

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March 16, 2007 / כ"ה באדר תשס"ז

The Milton I. Schwartz Hebrew Academy

000928

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EST-00313

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Dear parents,

000928

It is my pleasure to inform you (if your children have not already done so) that our school has brought in an additional staff person to do Hebrew instruction. Lilach Levaton, mother of first grader Stav and preschooler Tamir, had been volunteering in the first grade Hebrew and Judaica classes for two months. Seeing her natural talent for this work, the school has engaged her as a teacher's aide. Her presence allows us to offer smaller group instruction in Hebrew for grades 4-8 on an ongoing basis. Rabbi Rodman has been doing that work as well, and we are hopeful that we will be able to add another teacher or aide to take over his groups, so that we can offer each class instruction at two or three different levels, as necessary.

In grade 4, we are in the midst of Passover unit that spans the Jewish studies and Hebrew components of the curriculum, including the acquisition of a wide Passover vocabulary through creative projects. We will conduct a "chocolate seder" before the holiday, in conjunction with grade 5.

In grade 5, we are moving ahead in Book 4 of Chaverim B'Ivrit. In addition, students are acquiring Passover terms and concepts by learning the Passover story in Hebrew.

In grade 6, most students are working in Book 7 of Chaverim B'ivrit, the central topic of which is music. The children have done group projects on folks songs, with each group choosing a nation and presenting the results of their research in Hebrew, with activities for their fellow students. After the Passover break, we will begin to focus on Israel and Zionism. Each class session includes a conversation period conducting in Hebrew.

In grades 7 and 8, our new topic is Israel, in preparation for the upcoming Israel trip for many of the students in those grades. The students are creating an "identity card" for the State of Israel, and they are learning the geography of Israel with particular attention to the sites that the travelers will be visiting.

Please feel free to contact me with any concerns, comments, questions or recommendations regarding curriculum or your individual child's progress. You can reach me by e-mail at: <nguy@lvhebrewacademy.org> or <naomiguy@walla.co.il>.

Wishing you all a fine Passover, חג כשר ושמח,



OPPM Exs. Page 109 of 339

Hebrew Academy

Volume 4 Issue 1 March 1, 2007

MIDDLE SCHOOL NEWS

hiilin dallan da marina da mar

INSIDE THIS ISSUE:

We raised over \$1000 For the Foundation For Children With Cancer!



12TH NIGHT CAST GETS LAST LAUGH/ JOURNALISM BEGINS

Well, slather me with butter and call me a biscuit. The middle school play was a superb rendition of Shakespeare's 12th Night.

The actor's excitement before the afternoon production was palpable: "Can't we just call the whole thing off?" asked Stuart Green. But the cast surprised even themselves by memorizing and navigating the rocky terrain of Shake-



Beginning in the month of March, students will begin attending their new elective courses, including Journalism and Spanish. Our young journalists will assume the task of producing a newspaper. We'll need the students to do everything, including story layout, photography, interviewing, feature writing, investigative reporting, collecting advertisements, and writing advice columns. Students can't wait to begin!

Language Arts continue their writing and reading programs, with another upcoming, fun research project in the works. 7th grade is reading George Orwell's Animal Farm, and 8th grade continues reading Pat Frank's Alas, Babylon!

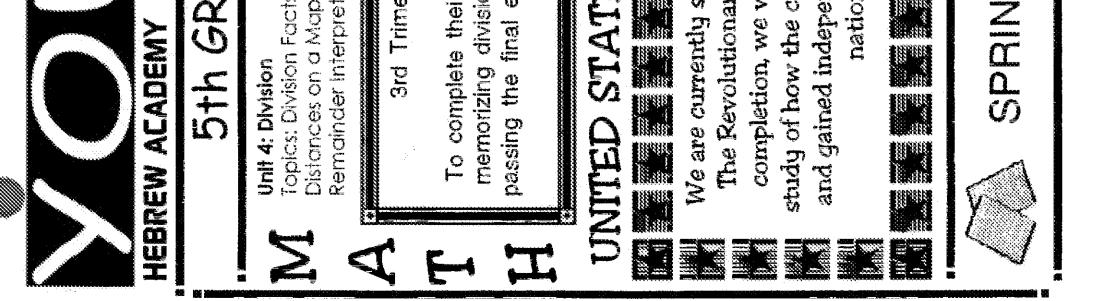
TV Turnoff Week

is quickly approaching...are you

READY FOR THE CHALLENGE?

EST-00314

Vewsletter MARCH 2007	7th/8th GRADE	ू २०१	 Crade, K Characteristics Characteristics<th></th><th>h 31st - April 10th</th>		h 31st - April 10th
Young's Classroom	6th GRADE	& After we fir novel will t	In order to prepare for 7th students will be reading independently at night for 3 and submitting a book rep end. They will choose the when we visit the library on		REMINDER: Mar
Y Mrs.	FRADE	acts & Extensions, Finding Map, Division of Decimals, pretation.	rimester Goal: their division chart by ivision facts: 2-12 and al exam by June 15th!	ATES HISTORY ALES HISTORY Ly studying Ch. 8: The	ING BREAK

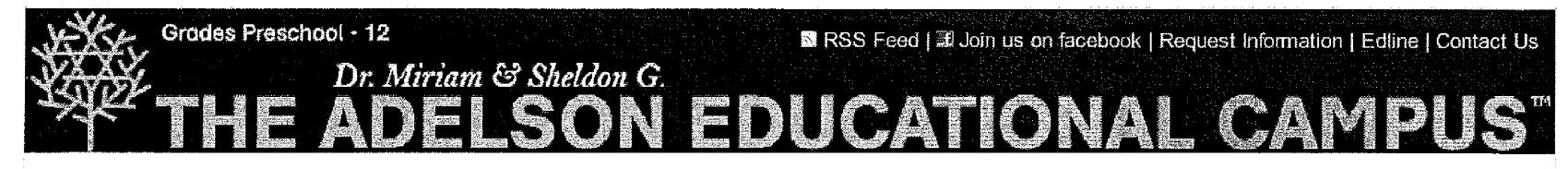


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EST-00315







- <u>Welcome</u>
- About Us



- Preschool Directory 0
- Abour escherigention Life
 - Judaics and Hebrew

One of the mest learning facilities in the country, The Dr. Miriam and Sheldon G. Adelson Educational Campus is committed to providing students with LowerSchool that prepares them for life. Our comprehensive approach emphasizes educating each student to be academically stimulated, emotionally

secure awar School Welcame. We want to send students who possess confidence and a strong sense of self into the world. It is our vision that our students will School Undates and ethical citizens of tomorrow.

Lower School Directory

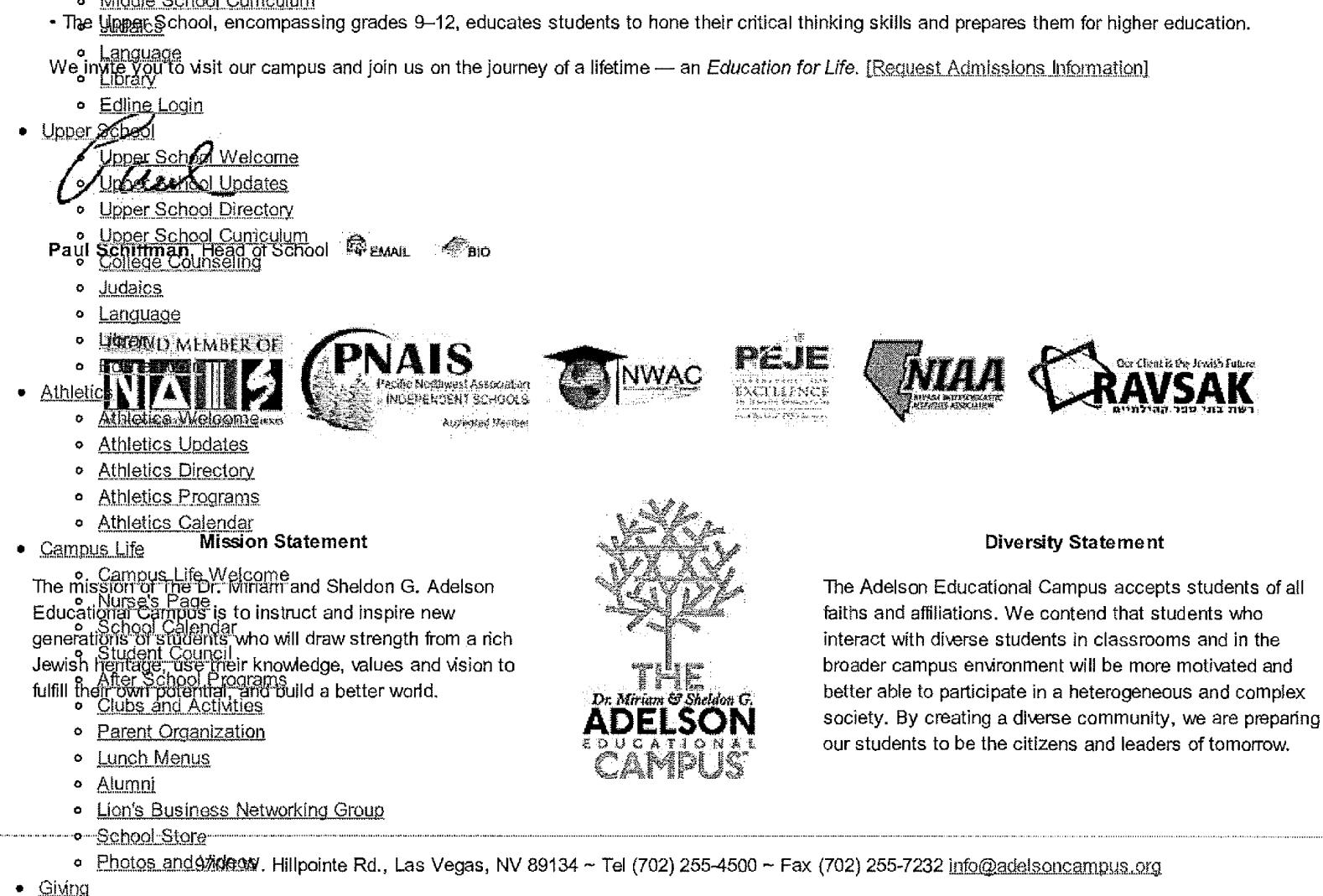
Foundedweit/StrieogeGenoios/support of Dr. Minam and Sheldon G. Adelson, the campus is the only Jewish educational center offering classes from 18 monthsuthroughof2thebrade in Nevada. Open to all students, with state-of-the-art facilities and a faculty recruited nationwide, The Adelson Educational Campuscients a world-class learning environment for motivated students.

- Henderson Campus
- The Adelson Educational Campus consists of three schools:

 - Middle School Welcome cower School provides students from 18 months through 4th grade with a highly nurturing academic environment. <u>Middle School Updates</u>
 - The Middle School, Bipaching grades 5-8, offers students meaningful and exciting opportunities for scholarly and personal growth.
 - Middle School Curriculum

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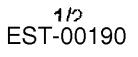


• Giving Welcome

www.adelsoncampus.org/aboutus.cfm

Proud to be Drug Free

REPLY Ex. Page 26 of 48



6/21/13

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- Donate Online
- Annual Campaign
- Capital Campaign
- Scholarship Gala
- Volunteering
- Planned Giving
- Admissions
 - Admissions Welcome
 - Why Adelson
 - International Students

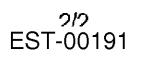
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- Process
- Financial Aid
- Admissions Forms
- Request Information

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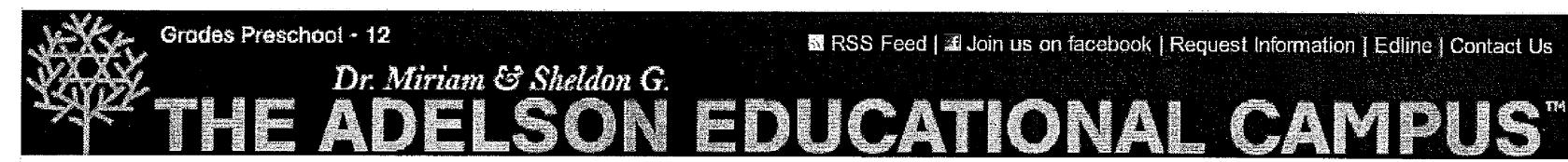
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www.adelsoncampus.org/aboutus.cfm

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- Welcome
- About Us



Preschool Directory

Weicomechonic Utiower School

• Judaics and Hebrew

Our lower school begins with preschoolers (18 months) and continues through 4th grade. During these formative years, we aim to provide a safe,

Lower School ronment for children and families. We help our young learners connect to the learning and build a strong sense of community.

• Lower School Welcome

Weowardsour Students the main a solid academic foundation and to learn how to become the moral leaders of tomorrow. We accomplish this by integratingelustational Diescintry our curriculum and providing child-centered classrooms that look at the individual needs of our students.

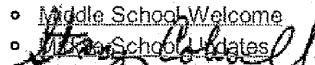
• Lower School Curriculum

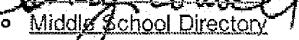
We also believe whole heartedly in promoting healthy bodies and smart choices. Physical fitness and good nutrition are an integral part of everyday student life, It is all part of our mission - Education for Life.

WAC

For Our Children.

Middle School ٠





· Middle/School Curriculum

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- Judáics Ó,
- Stacy, Corwell, Head of Lower School Stack Mail Stack WIKI PAGE Library

Hareas Association

Anteriaties Meriaes

INDEPENDENT SCHOOLS

- Edline Login
- Upper School

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 - Upper-School-Gunioulur
- College Counseling Ο.
- Judaics 0
- Language
- Library
- Edline Login Mission Statement
- Albinission of The Dr. Miriam and Sheldon G. Adelson Educational Campus is to instruct and inspire new generations of students who will draw strength from a rich Jewish Henrage, use there knowledge, values and vision to fulfill their own potential, and build a better world. • <u>Athletics Calendar</u>
- Campus Life
 - Campus Life Welcome
 - Nurse's Page
 - School Calendar
 - Student Council
 - After Schoog Y00 drimtall pointe Rd., Las Vegas, NV 89134 ~ Tel (702) 255-4500 ~ Fax (702) 255-7232 info@adelsoncampus.org

Proud to be Drug Free

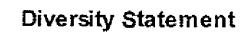
- Clubs and Activities
- Parent Organization 0
- Lunch Menus
- Alumni
- Lion's Business Networking Group 0
- School Store 0
- Photos and Videos
- Giving
 - Giving Welcome

www.adelsoncampus.org/lowerschoolwelcome.cfm



EXCELLENCE

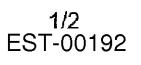
فيود المترجع فالتعمية بعرفهم فالمو



Our Client is the Jensish Future

The Adelson Educational Campus accepts students of all faiths and affiliations. We contend that students who interact with diverse students in classrooms and in the broader campus environment will be more motivated and better able to participate in a heterogeneous and complex society. By creating a diverse community, we are preparing our students to be the citizens and leaders of tomorrow.

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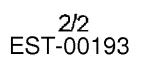


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- Donate Online
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- Admissions
 - Admissions Welcome
 - Why Adelson
 - International Students
 - Process
 - Financial Aid
 - Admissions Forms
 - Request Information

www.adelsoncampus.org/lowerschoolwelcome.cfm

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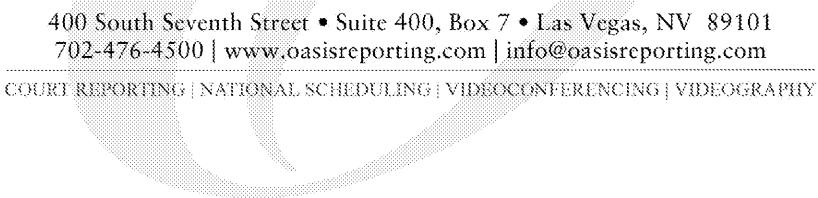
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DVD Transcription of Victor Chaltiel Interview





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12	DVD TRANSCRIPTION OF
13	VICTOR CHALTIEL INTERVIEW
14	
15	9700 West Hillpointe Road
16	Las Vegas, Nevada
17	
18	
19	
20	

22 23		
23	Transcribed by: Carla N. Bywaters, CCR #866	
25	Job No. 9795	
702-47	76-4500 OASIS REPORTING SERVICES, LLC OPPM Exs. Page 119 of 339	Page: 1

	1	PROCEEDINGS
	2	Q. And going back to Milton, what do you think it
	3	means for Milton to know that this high school is
	4	really coming to fruition after he started things 20
	5	years ago? And in his mind, I think he probably wanted
	6	to have a high school, too, ultimately. What do you
	7	think it means to him to see this becoming a complete
	8	package?
	9	A. Oh, it's wonderful. It's marvelous, you know.
1	LO	This is a dream, you know. You start with small
1	11	classes, and you expand the classes to include, you
1	12	know, elementary and the middle school, and now you
1	13	expand it to have a high school. This is a dream. Now
1	14	we have a complete, from pre-K to 12, world-class
1	15	Jewish day school. This is a dream.
1	16	This is a dream of any Jewish community of any
1	17	city in this world, so it's great. He's extremely
1	18	happy, very, very, very happy, to see this to fruition
1	19	It complements the Milton I. Schwartz Hebrew Academy.
2	20	So we will have the Milton I. Schwartz Hebrew Academy,

702-47	76-4500 OASIS REPORTING SERVICES, LLC Page: 2
25	of the Hebrew Academy will benefit, tremendously
24	And then many of the kids, the younger kids,
23	think, yeah.
22	the same campus. It's wonderful. It's fantastic, I
21	and we will have the Adelson School, both of them on

OASIS REPORTING SERVICES, LLC OPPM Exs. Page 120 of 339

benefit, from the Adelson School. And I'm not talking 1 only about the cafeteria, the swimming pool, the sports 2 3 facilities, and all this, but the intellectual aspect of it. 4 5 The chair of the departments, you know, will oversee the particular area schoolwide and will 6 contribute as much as they can, if they can, you know, 7 to making sure that the history teaching continues, and 8 it is seamless, and you move from elementary to middle 9 school and from middle school to high school. 10 So I mean, the same thing in math, same thing 11 12 in English, in everything, in Hebrew, in Judaica, in everything, so it is tremendous. It is much more than 13 the kid benefiting from the facilities. It's 14 15 benefiting from the whole thing, you know, the 16 intellectual aspect, also, of it. 17 And one last question: Describe Milton's Q. management style, how he is on the board and how does 18 he carry himself and get what he wants. 19

702-476-4500 OASIS REPORTING SERVICES, LLC	
25	On the board, we are all volunteers, you know,
24	businessman entrepreneur.
23	companies. Really, he's an extraordinarily successful
22	extraordinaire, you know. He has around like 50 or 60
21	you know, in his business. I know he's an entrepreneur

Well, frankly, I've never worked with Milton,

20

Α.

OASIS REPORTING SERVICES, LLC OPPM Exs. Page 121 of 339

1	give our time, so it's very, very friendly, very nice.
2	And Milton will speak up, he has got his own opinion.
3	And sometimes the majority agrees with his opinion;
4	sometimes it does not. So it's very friendly, and he's
5	very open very, very open and very friendly and
6	he has the experience.
7	So it's an extremely, extremely tremendous
8	contribution to the board and to the discussion of the
9	board because he has the experience. He can relate to
10	what happened three years ago, five years ago, 10 years
11	ago, 15 years ago, and the experience count enormously
12	in the various decisions and discussions of the board.
13	He's very active.
14	Like I said before, he's very active attending
15	all the board meeting and the committee meetings, too,
16	you know, which is extraordinary because he's obviously
17	as committed to the success of the school as anybody
18	else, anybody else on the board, yeah.
19	Q. Okay. And then one I'm sorry; I lied so
20	one last thing where you're speaking for the whole

702-476-4500OASIS REPORTING SERVICES, LLCPage:	
25	community, I want to thank Milton for everything that
24	just say, "Speaking for the whole Hebrew Academy
23	Milton. Say I and you're talking to me still, but
22	community, the whole package, just saying thank you to
21	Hebrew Academy community and the Adelson School

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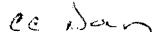
1	he's done," something like that.
2	A. I said it before, but you can say it again:
3	On behalf of everybody, the entire Milton I. Schwartz
4	Hebrew Academy community, from board members to staff
5	to faculty to parents to friends of the school to kids
6	at the school, a big thank you to Milton. We want to
7	thank him very, very much for everything he has done.
8	It has been wonderful, wonderful, and we wish him all
9	the very, very best for many, many, many years to come.
10	* * *
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1	REPORTER'S CERTIFICATE
2	STATE OF NEVADA)) ss
3	COUNTY OF CLARK)
4	I, Carla N. Bywaters, do hereby certify:
5	That I well and truly reported from a digital video disc recording the enclosed proceedings;
6	That I thereafter transarihed my charthand not a
7	That I thereafter transcribed my shorthand notes into typewriting and that the typewritten transcript of said proceedings is a complete, true and accurate
8	record of testimony provided at said time to the best of my ability.
9	
10	I further certify that I am not a relative, employee or independent contractor of counsel of any of the parties involved in said action; nor a person
11	financially interested in the action; nor do I have any other relationship with any of the parties or with
12	counsel of any of the parties involved in the action that may reasonably cause my impartiality to be
13	questioned.
14	IN WITNESS WHEREOF, I have hereunto set my hand in the County of Clark, State of Nevada, this 16th day of
15	May 2014.
16	
17	
18	
19	Carlo N. Burrotoro CCD 966
20	Carla N. Bywaters, CCR 866











Dar Million L Scawser HEBREW ACADEMY

May 28, 2008

Mr. A. Jonathan Schwartz 2293 Duneville Street Las Vegas, NV 89146

Dear Jonathan:

Thank you for your Tribute Journal donation supporting The Dr. Miriam and Sheldon G. Adelson School and The Milton I. Schwartz Hebrew Academy 2008 In Pursuit of Excellence Gala. Your generous contribution is greatly appreciated and is the reason the event was such a success!

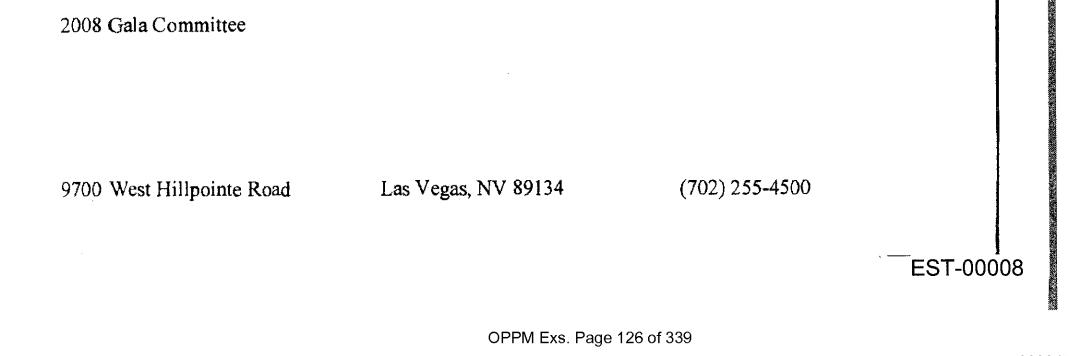
With your kindness, you have helped ensure that children in need of financial assistance have the ability to attend the school of their choice and that the classroom programs are cutting edge. On their behalf, please accept our thanks and deepest gratitude.

Below is the contribution and tax-deductible information for your records.

Total Paid	\$ 12	,500
Value Received	\$	0
Deductible Contribution	\$ 12	2,500

We look forward to seeing you at our next event and, again, thank you so much for your generous support.

Sincerely, Hank Mou





In Pursuit of Excellence

HONORING MILTON I. SCHWARTZ

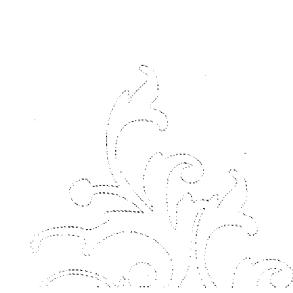
GALA CHAIRS DR. MIRIAM & SHELDON G. ADELSON AND TONI & VICTOR CHALTIEL

חנוד בְּלִי חָזוֹן הֵרֵיהוּ הוֶה בְּלִי עָתִיד

- פ' שיפמן,

EDUCATION WITHOUT VISION IS LIKE THE PRESENT WITHOUT THE FUTURE.

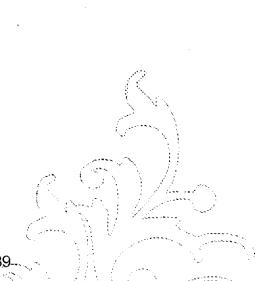
- Gershon Shifman



SUPPORT WORLD-CLASS JEWISH & SECULAR PLOENUES PLOEN 128 of 339

THE MILTON 1. SCHWARTZ HEBREW ACADEMY SUMMERLIN







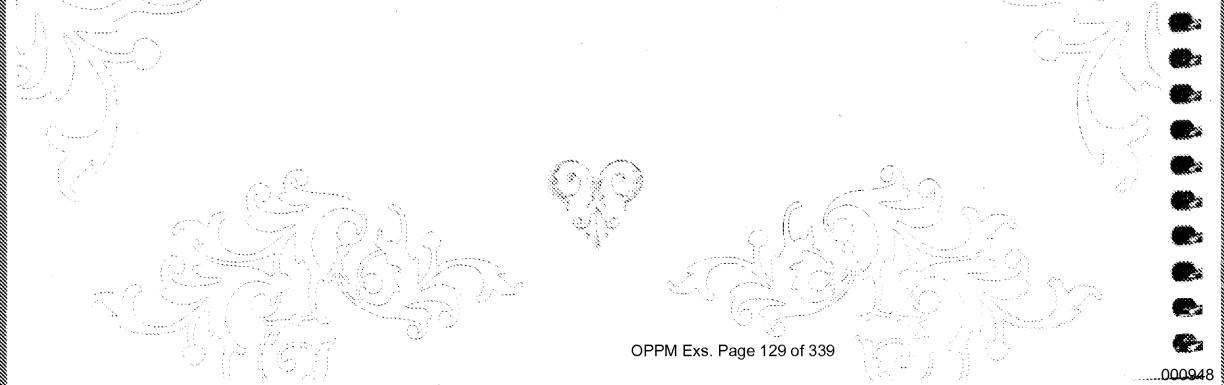
Congratulations to

Milton I. Schwartz

Thank you for your commitment to education and dedication to the future of our children. Your generosity is a shining example for everyone

in the Jewish community to follow.

DR. MIRIAM & SHELDON G. ADELSON



000949

Menu

Baby Mixed Green Salad with Dried Cranberries, Yellow & Red Teardrop Tomatoes, Tarragon Vinaigrette

Rustic Artisan Selection of Rolls Kosher Olive Oil and Balsamic Vinaigrette

Entrée

Braised Beef Short Ribs Light Tuscan Beans Sauce Roasted Baby Vegetables

Vegetarian Alternative

Mediterranean Stewed Orzo with Baby Carrots, Onions, Roasted Fennel Chanterelle Ragout

Dessert

Mixed Seasonal Berries Marinated in Chambord

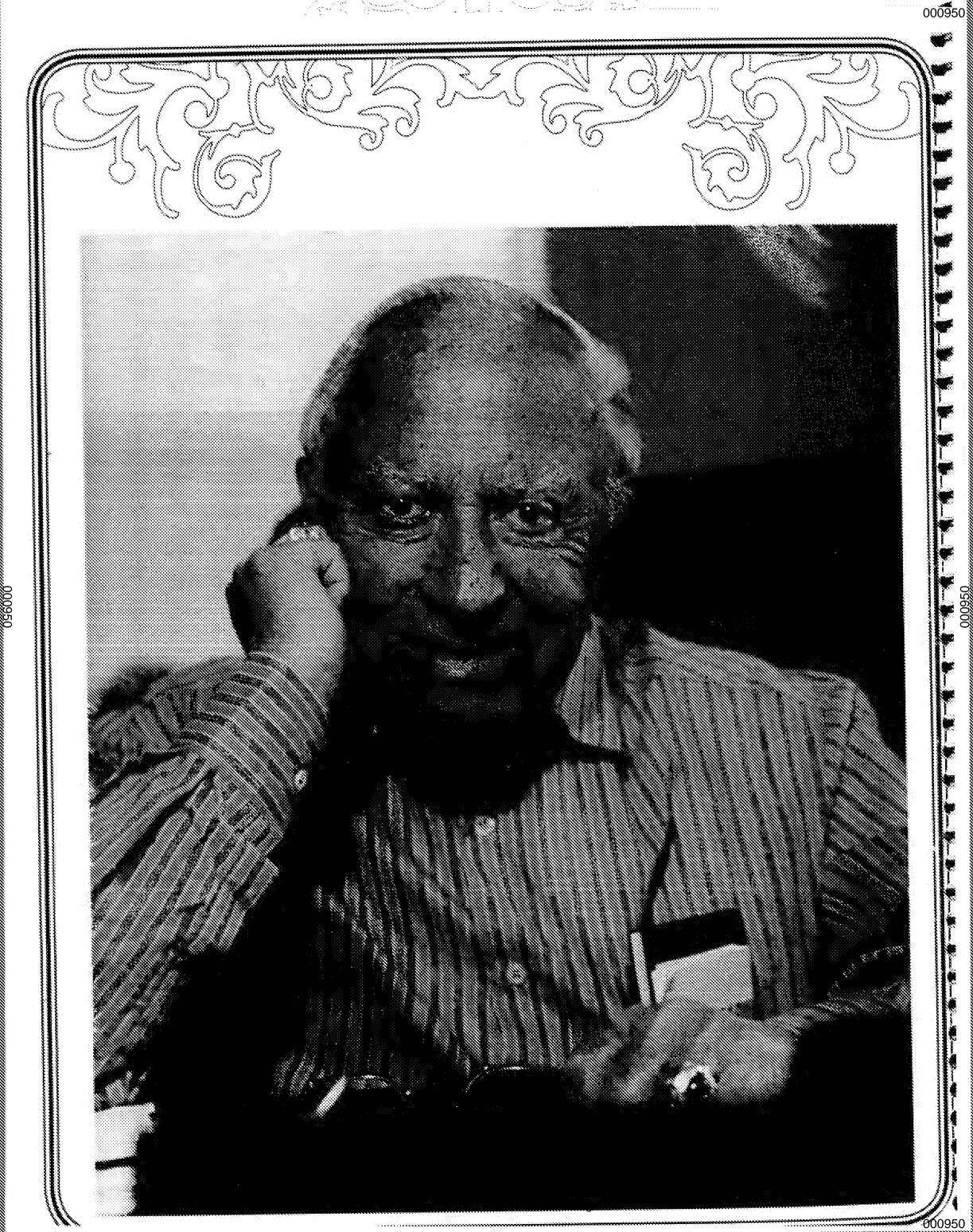
Beverages

Venetian Blends of Coffee and Tea Selections

Fiji Water* Kosher Merlot, Chardonnay and Champagne*

*Thank you to Southern Wine and Spirits and Fiji Water for the generous donations.

KALINE?



MILTON I. SCHWARTZ

War hero. Successful businessman. Philanthropist. Visionary. All these terms describe a man who has dedicated his life to bettering the lives of those around him, and who has played a significant role in Las Vegas life since he first arrived in Nevada in 1946: Milton I. Schwartz. 000951

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Born in Brooklyn, New York, Milton Schwartz attended both New York University and the Wharton School of Finance. During World War II, Mr. Schwartz enlisted in the Army and saw combat in the elite Army Signal Corps in the Far East. After his distinguished military service, Mr. Schwartz came to Nevada where – among his many achievements – he owned and operated Valley Hospital and served as Chairman of Formula 409. President of Checker Cab Company, Vice President of Yellow Cab and Star Cab companies, and on numerous philanthropic and charitable boards.

In each venture and in all aspects of life, Mr. Schwartz has made it his mission to treat his employees fairly, be at the forefront of good environmental business practices, and to work toward the Jewish commandment of *tikkun olam* (healing the world). His most treasured endeavor and most profound legacy, however, is the Milton I. Schwartz Hebrew Academy, through which he and others generously answered the need in Las Vegas for a strong secular and Judaic educational institution for elementary school-aged children. Established in Summerlin in 1988, the school has since expanded to include preschool through 8th grade. Mr. Schwartz sits on the Board of Trustees and generously supports the M.I.S. Hebrew Academy's continued growth.

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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 9th and 10th 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 8th 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 8th 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

CAA Toni and Victor Chaltiel OPPM Exs. Page 133 of 339

000953

GALA CHAIRS

Dr. Miriam & Sheldon G.* Adelson Toni & Victor* Chaltiel

GALA EXECUTIVE COMMITTEE

Tanya & Roni* Amid Dori & Manny Arin Janice & James Beckmann Leora & Robert Blau Stephanie & Leo Bletnitsky Joann Buchman Drs. Suzanne* & Sam Green Jill Hanlon* Ann Kolber Yasmin* & Oren Lukatz Ercv* & Dr. Mark Rosen Milton I. Schwartz* Rachel* & Noam Schwartz Jenifer & Dr. Jay Selznick Fler & Dr. Ernest Sussman Sara & Stephen Wessells Michele Tell & James Woodrow Cheryl & Todd Wingate Benjamin Yerushalmi* Vicki & Mordechai Yerushalmi

GALA DINNER COMMITTEE

Doris & Richard Aarenau Denise Abramow Melanie & Seth Agatstein Omar Al Dabbagh Jeannie Arin Rosalie & Richard Baker Melanie Bash Alan Bachman Carla Behrin Michal & Albert Benaloul Karen Berke Cory & Alan Bernstein Dawn & Norm Blinder Dr. Sruno Borenstein Laura Group & Dr. Clifford Carrol Shirley Chaplin Judge Michael Cherry Lisa & Dr. Larry* Cohler Rene Colon Jack Coronel Yaffa & David Dahan Joan & Laurence Davis Shelley & Bob Dubin Fran & Samuel Dweck Magnolia Elharrar Tmira & Josef Elimelech Tal & Avishay Elkayam Yafa & Amos Etiel Rabbi Josh Elkin Marsha & Gerald Feldman Deborah & Mark Fink Jackie & Ted Flaum Norma Friedman Brad Friedmutter Mitchell Gilbert Rhonda & Dr. Steve Glyman Edythe & Irwin Goldberg Anne & Eric Goldstein Dr. Tracy Grossman Tsurit & Ofir Hagay Rena & Philip* Kantor Hilary & Joel Katz Nadine Kaufman Barbara & Ron Kirsh Jeffrey S. Klein Sheldon Kolner Mort Labovitz Drs. Randi & Robert Lampert Debbie Lapping Hadassa & Jay Lefkowitz Claire & Dr. Marc Leiserowitz

Barbara & Scott Ober Sivan Ochshorn Carole & Dr. Maurice Pockey Esther & Dr. Neville Pokroy Geri* & John Rentchler Rabbi Peretz Rodman Ida K. Rosen Andee & Andrew Ross Nancy & Dr. Albert Rosten Stacey & James Roth Galit & Haim Rozen Juli-Ann & Dr. Saul Ruben Camille & Larry Ruvo Lisa & Scott Salkoff Shevy & Dr. Joseph Shalev Mark Sheiner Joyce Scheinman Sandy & Paul Schiffman Arthur Schleifer Gail & Alan Schlossberg Dorit^{*} & Ronnie Schwartz Rhea & Drew Shervan Marcy & Dr. Jack R. Simon Drs. Lori & David Snipper Elaine & Irving* Steinberg Faye & Dr. Leon Steinberg Leah* & Jeffrey Stromberg Suzi & Joel Torres Stacey & Ronen Tregerman Doug Unger Susan & Robert Vex Rachel & Sam* Ventura Shirin & Richard Weisman Camille Wright Lisa & Rabbi Yonatan Yussman

Dee & Hal Ober

Dawn & Yossi Lev Frederick Marks Shirah & Doron Mashal Blanche & Phil Meisel Lori Nelson

Mala & Boris Zheleznyak

* Indicates mamber of the Board of Trustees of the Milton I. Schwartz Hebrew Academy HARRY REID

United States Senate

WASHINGTON, DC 20510-7012

May 6, 2007

Milton I. Schwartz Hebrew Academy 9700 West Hillpoint Road Las Vegas, Nevada 89134

Dear Friends:

000954

Thank you for inviting me to attend the Second Annual Milton I. Schwartz Hebrew Academy Gala. Unfortunately I am unable to be with you on this joyous occasion.

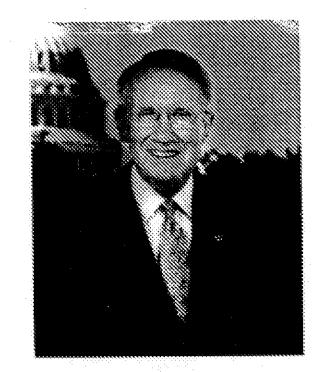
I would like to take this opportunity to congratulate tonight's honoree, Milton I. Schwartz. Milton is an exemplary member of our community and I am pleased he is being honored tonight.

Milton's professional accomplishments, philanthropic endeavors, and devotion to education are truly commendable. On behalf of a grateful community, I would like to thank Milton for his many contributions to the Southern Nevada community. Milton, your hard work, dedication and compassion are appreciated.

1 wish you all a wonderful evening.

Sincerely,

United States Senator



OPPM Exs. Page 135 of 339

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MAJORITY LEADER

JOHN ENSIGN NEVADA

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United States Senate

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WASHINGTON, DC 20510-2805

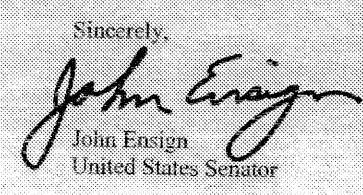
May 6, 2007

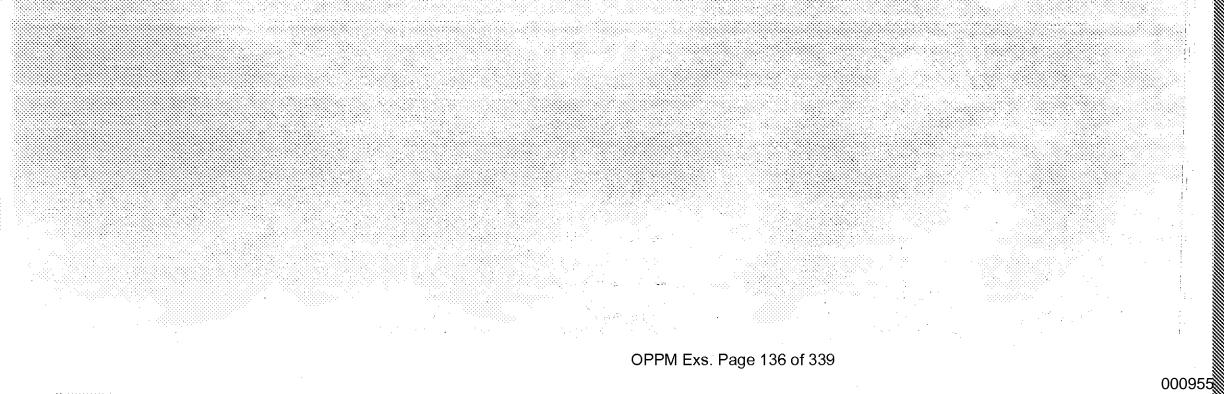
Dear Friends:

It gives me great pleasure to join you in honoring Milton I. Schwartz with the distinguished *Dr. Miriam and Sheldon Adelson In Pursuit of Excellence Award*. He has previously been the recipient of other distinctive community awards, but I know that this one is especially meaningful to him because it comes from the Milton I. Schwartz Hebrew Academy.

Milton, please accept my heartfeit congratulations on this well-deserved tribute. Our community is truly a better place because of your extraordinary philanthropy and your dedicated support not only of the Hebrew Academy and its programs but also of the entire Las Vegas Jewish Community. Your generosity and compassion are an inspiration to all of us who care deeply about educating our children and preparing them for a bright future. Once again, congratulations, and thank you for the difference that you make in so many lives.

May everyone in attendance at the 2007 "In Pursuit of Excellence" Gala experience an exciting, memorable, and successful evening





Brian K. Krolicki Lieutenant Governor



STATE OF NEVADA OFFICE OF THE LIEUTENANT GOVERNOR

May 6, 2007

Mr. Milton I. Schwartz The Milton I. Schwartz Hebrew Academy 9700 Hillpointe Road Las Vegas, NV 89134

Dear Mr. Schwartz,

It is with great admiration and respect that I extend to you my congratulations on being honored with the prestigious *Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award*. How fitting that the Milton I. Schwartz Hebrew Academy - who are fortunate to know of your tremendous generosity first hand - would honor you in this way.

Your years of tireless and generous service to our nation and the great state of Nevada are legendary. Your many and varied philanthropies have improved the lives of so many of our citizens and our future generations will continue to be the beneficiaries of your legacy.

I am very honored to have this opportunity to extend my warmest personal congratulations and thanks to you during this special event honoring your remarkable life.

Best regards,

000956

Brian K. Krolicki Lieutenant Governor

CARSON CITY OFFICE

101 N. Carson Street Carson City, Nevada 89701 (775) 684-7111 Telephone (775) 684-7110 Fax President, Nevada State Senate Chairman, Nevada Commission on Tourism Chairman, Nevada Commission on Economic Development Board of Directors, Nevada Department of Transportation

OPPM Exs. Page 137 of 339

LAS VEGAS OFFICE 555 E. Washington Avenue, Suite 5500 Las Vegas, Nevada 89101 (702) 486-2400 Telephone (702) 486-2404 Fax ŧ

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Kathryn A. Besser

Chief of Staff

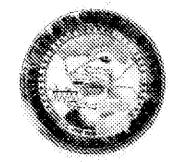
WILLIAM J. RAGGIO

SENATOR Washce No. 3

MAJORITY FLOOR LEADER

COMMITTEES: Chairman Finance

Member Government Affairs Legislative Affairs and Operations



State of Neuada Senate

May 6, 2007

Milton I. Schwartz The Milton I. Schwartz Hebrew Academy 9700 Hillpointe Road Las Vegas, Nevada 89134-0100

Dear Milt:

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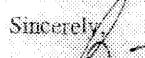
It is my succere pleasure to congratulate and commend you on receiving the "Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award." Throughout your life, you have demonstrated wonderful enthusiasm, generosity, and participation in many philanthropic endeavors.

Your numerous accomplishments include many areas that cross both business and community interests. You are the recipient of awards such as "Humanitarian of the Year" by Goodwill Industries and "Republican of the Year" by the State of Nevada Republican Men's Club. Most outstanding, you have demonstrated extraordinary, generous, and unparalleled support of the Milton I. Schwartz Hebrew Academy in Summerlin and its programs, as well as the entire Jewish community in Las Vegas.

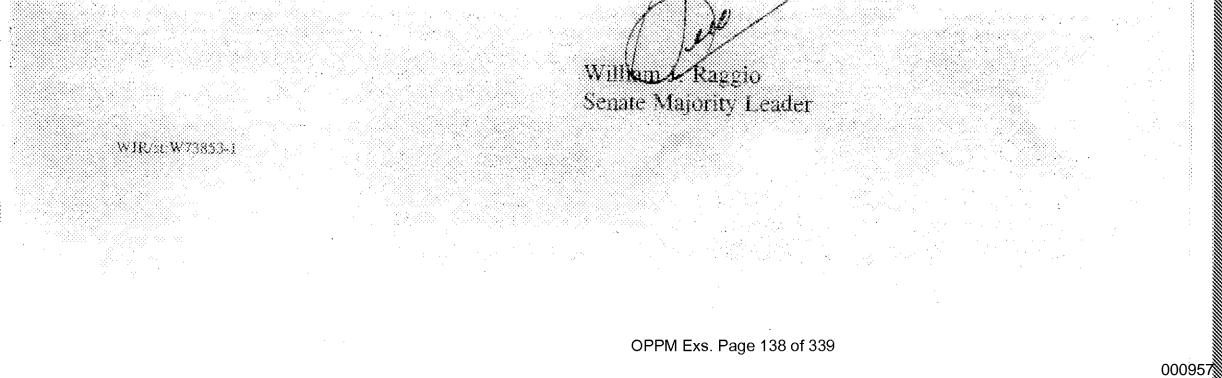
It is an honor and privilege to present this letter of recognition to you for your exceptional dedication, contribution, and service to the community. Again, warmest congramitations and wishes for the award recognition and your life achievements.

DISTRICT OFFICE: P.O. Box 281 Reno, Nevada 89504-0281 Office: (775) 786-5000 Fax No.: (775) 786-1177

LEGISLATIVE BUILDING: 401 S. Carson Street Carson City, Nevada 89701-4747 Office: (775) 684-1419 or 684-1401 Fax No.: (775) 684-6522



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Brian K. K Neveral BOTHICT OFFICE Lieutenant (178) 786-5000 BBC04-0281

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THE SECRETARY OF VETERANS AFFAIRS WASHINGTON

April 4, 2007

Mr. Milton I. Schwartz Hebrew Academy in Summerlin 9700 W. Hillpointe Road Las Vegas, Nevada 89134

Dear Mr. Schwartz:

Sheidon and Minam Adelson are good friends of mine and they have told me of your accomplishments and your recent award.

I write to extend my congratulations on receiving the second annual Dr. Miniam and Sheldon G. Adeison in Pursuit of Excellence Award. The Award recognizes you for outstanding leadership and contributions in education to the Las Vegas, Nevada, community. I note you are also a veteran and I also want to thank you for your service to our country, too.

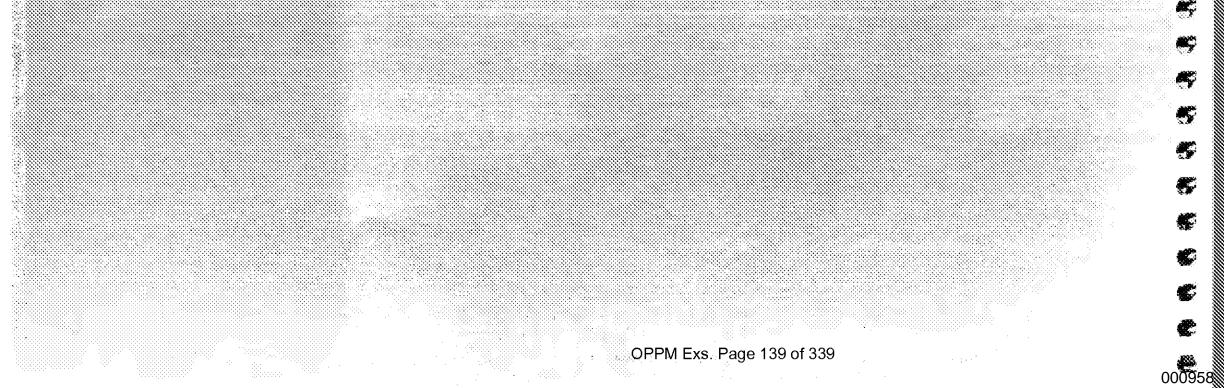
Again, congratulations on this wonderful achievement. Best personal regards to you.

Sincerely yours.

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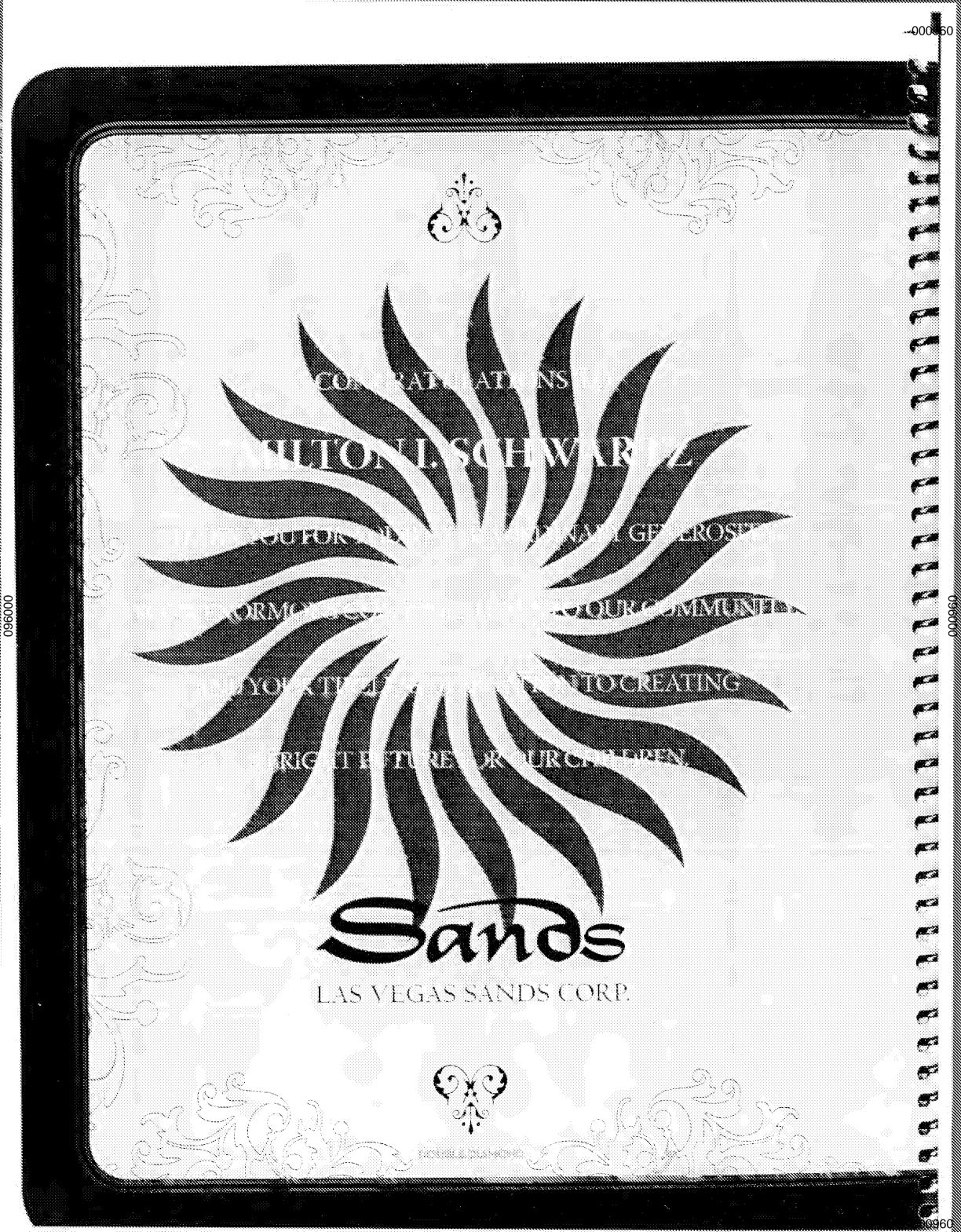
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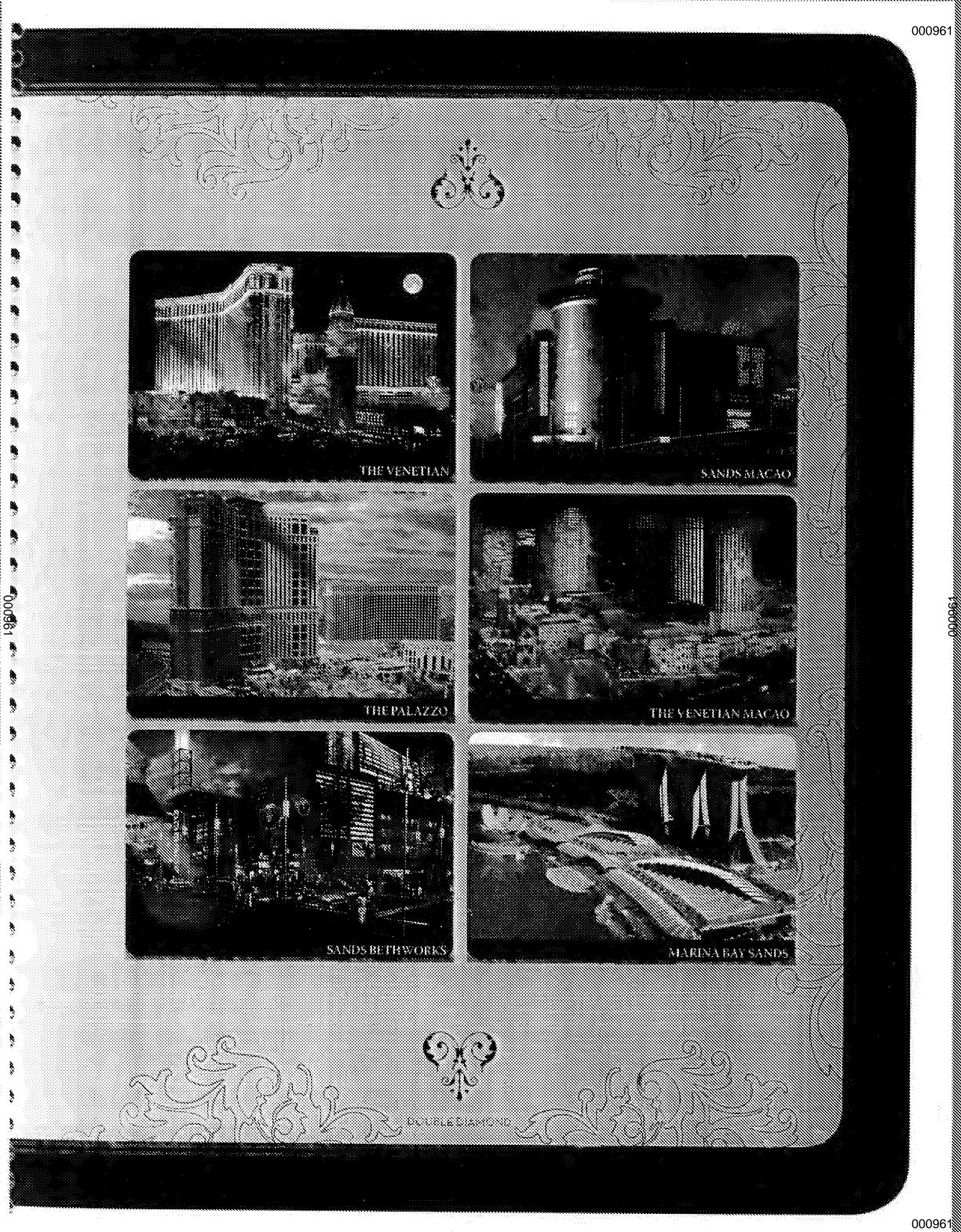
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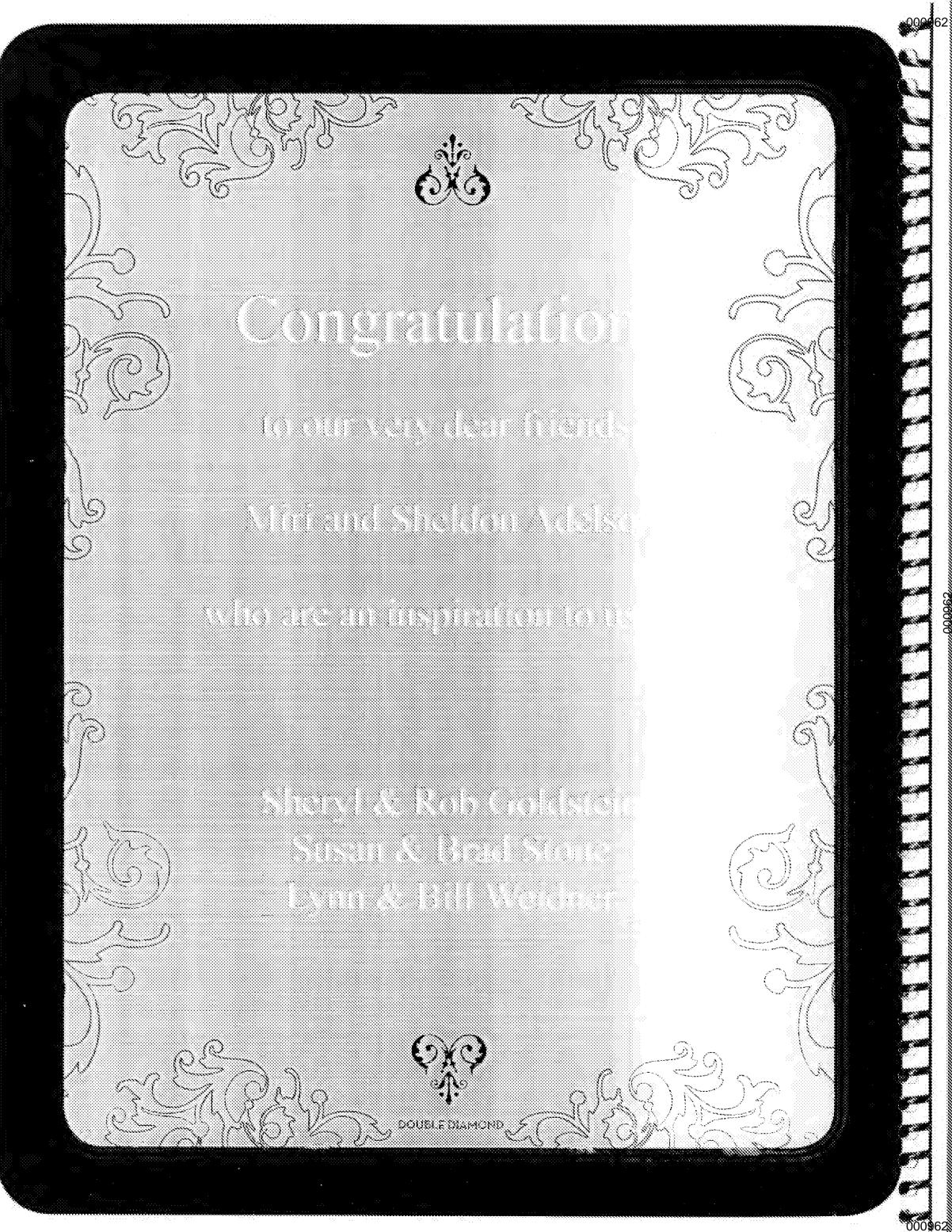


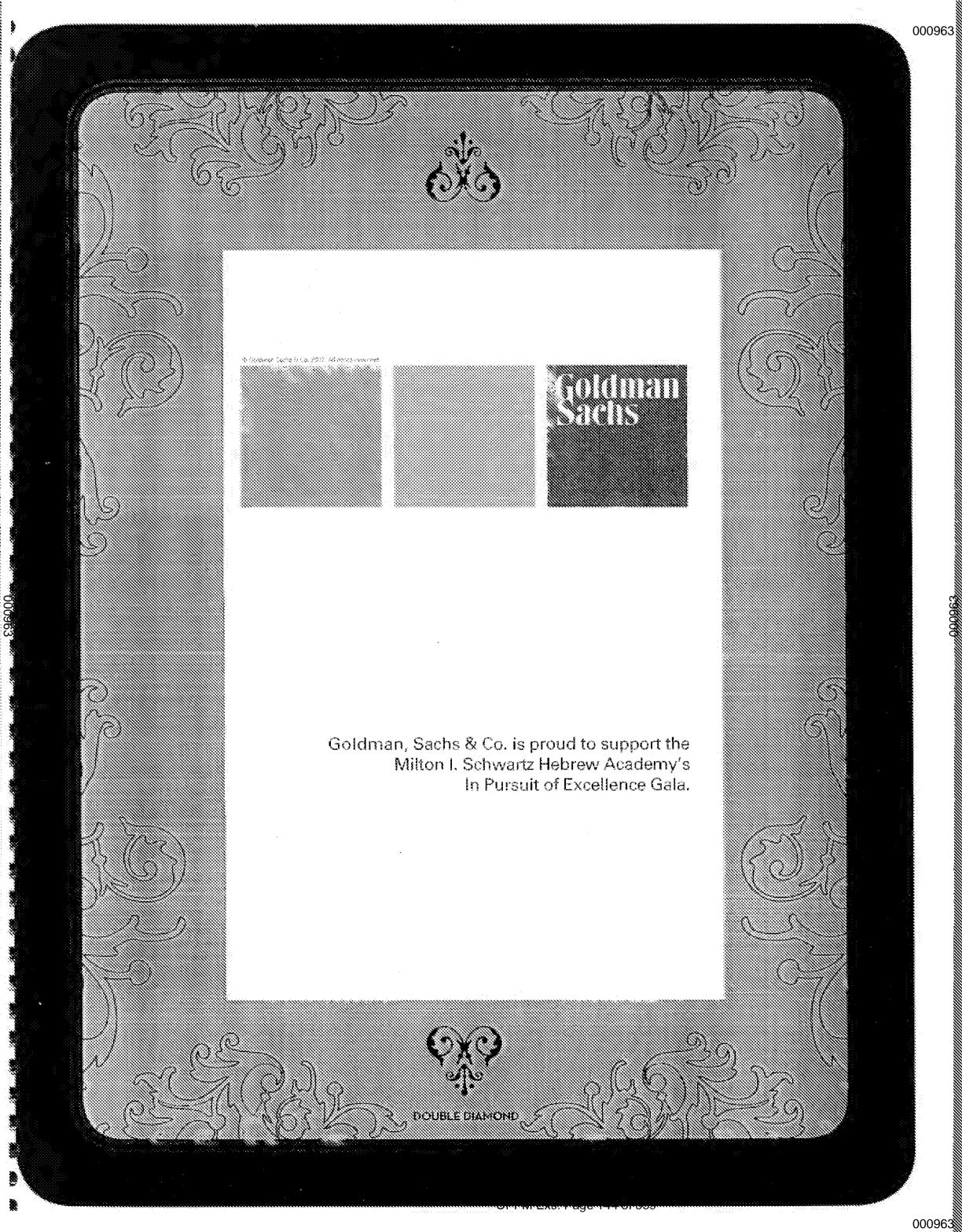
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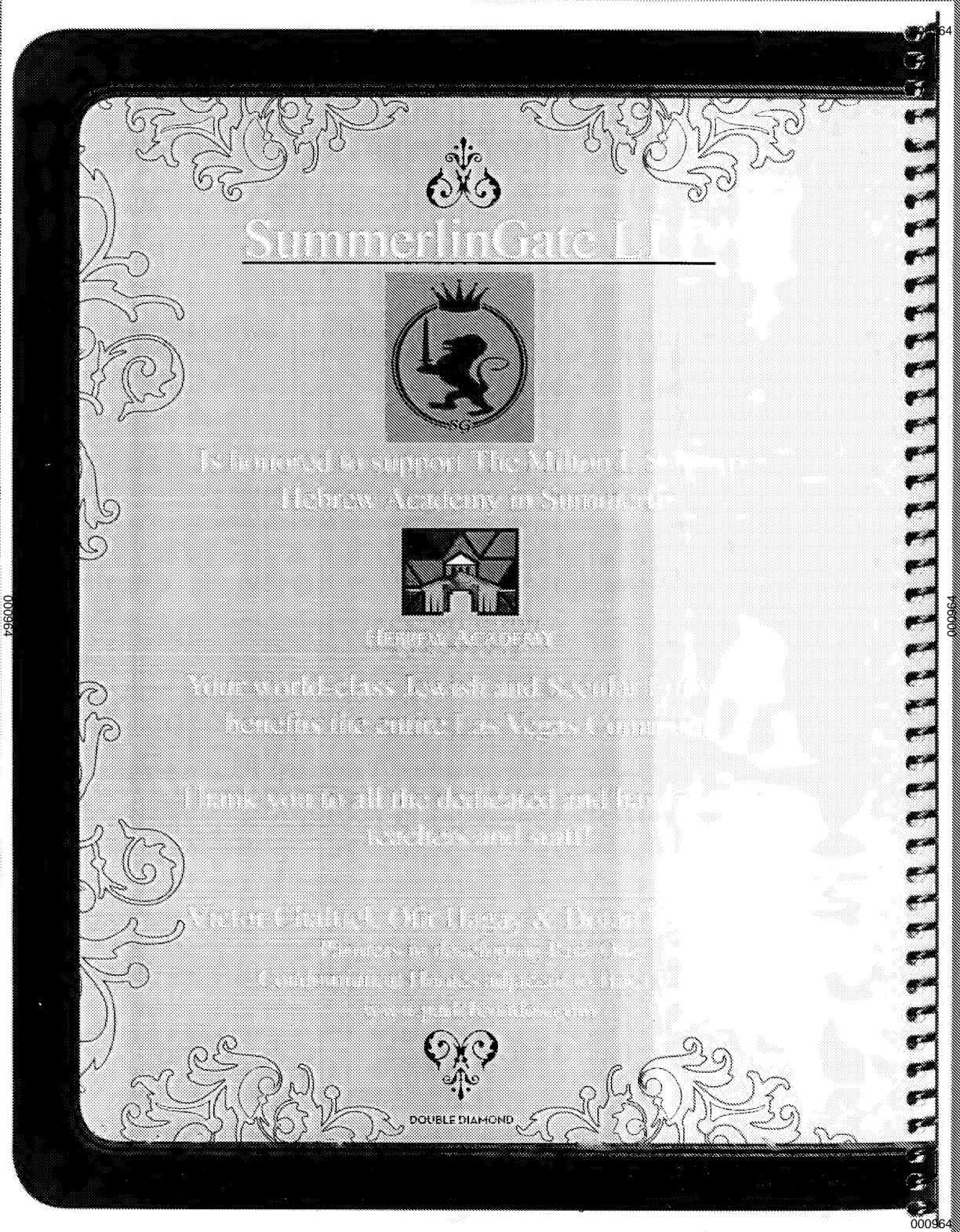


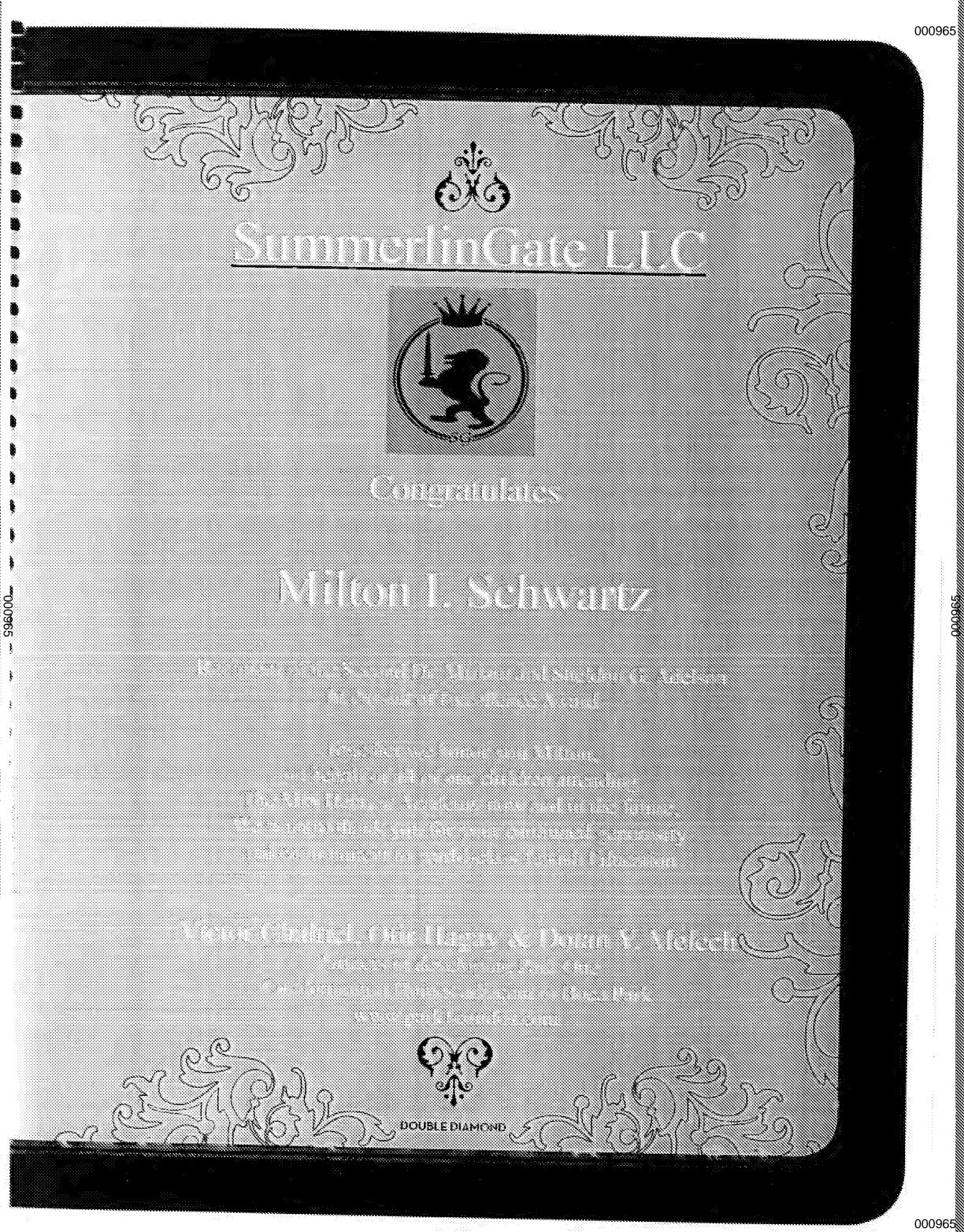


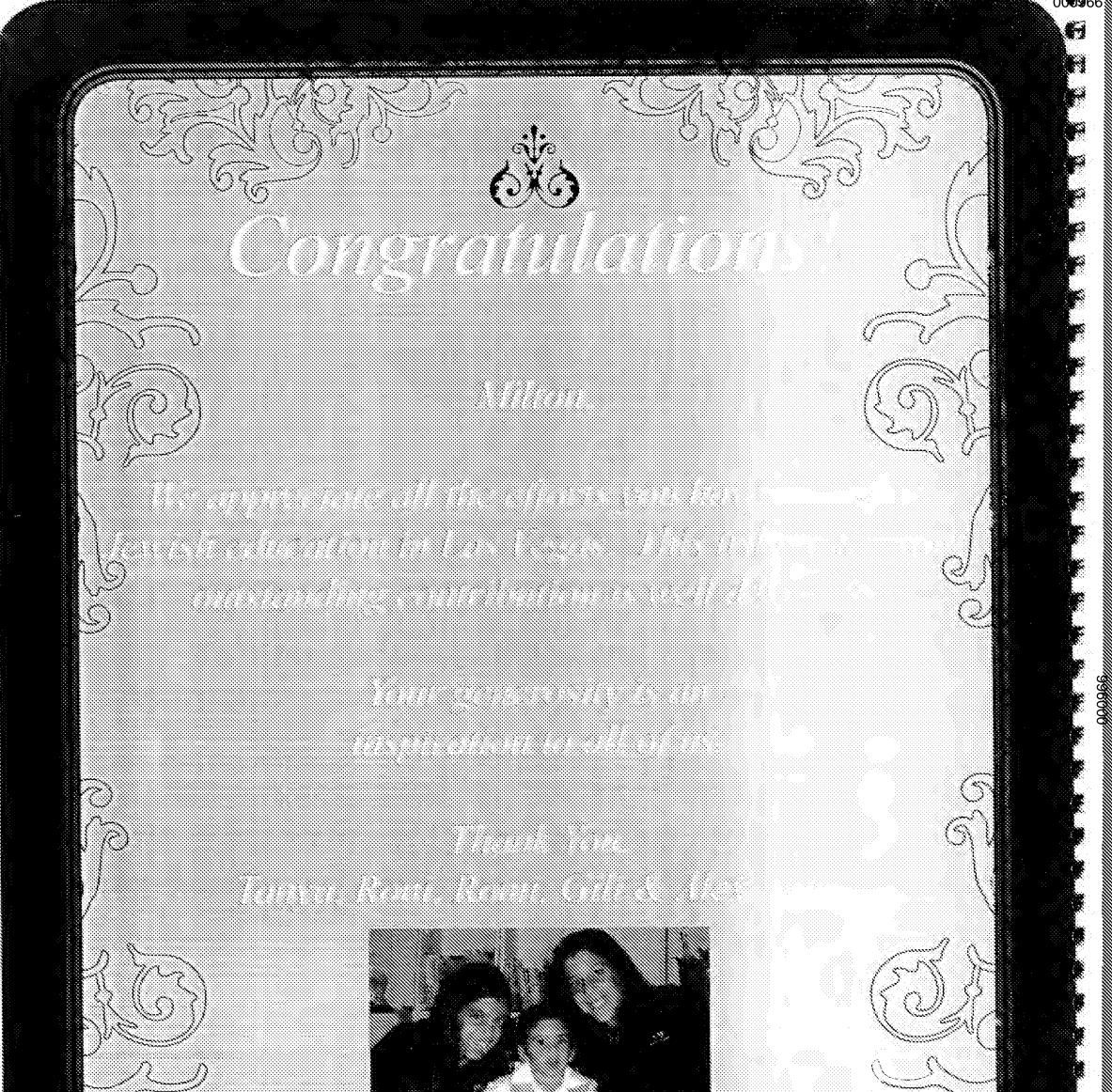


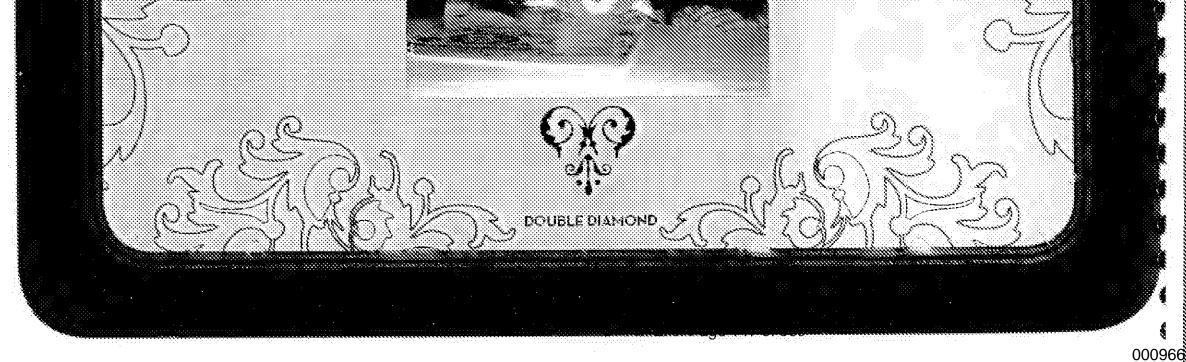












London in style

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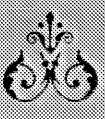
Direct Business Class flights for the price of Premium Economy.

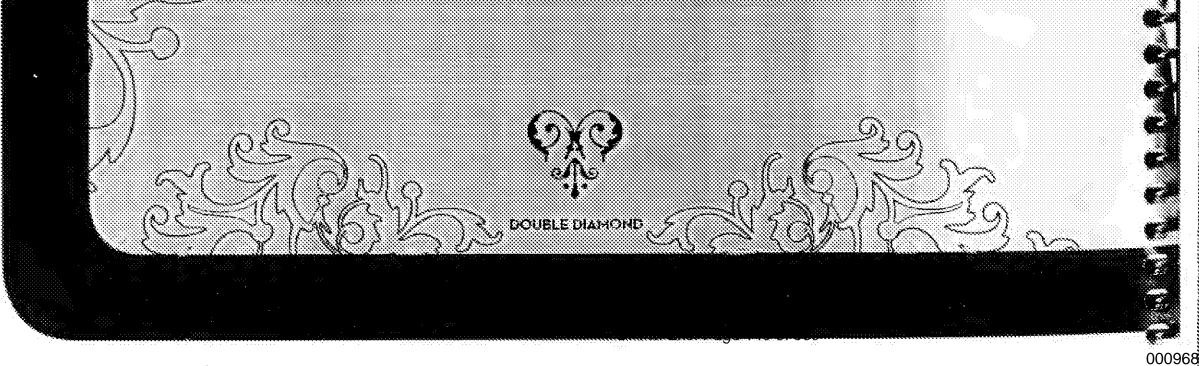
Las Vegas, New York and Washington, DC to London Stansted. All our flights feature luxury leather sleeper scats, gourmet four-course meals, boutique wines, plus an Arrive & Refresh service in London.

maxjet.com

Please see website for details of fares. Fares are subject to availability. Tickets are nontransferable but may be reissued for a \$100 change fee plus any applicable difference in fare and are refundables for a \$100 change fee plus any applicable difference in fare and are refundables for a \$100 change fee plus any applicable difference in fare and are refundables for a \$100 change fee plus any applicable difference in fare and are refundables for a \$100 change fee plus any applicable difference in fare and are refundables for a \$100 change fee plus any applicable. Details are available on the website.

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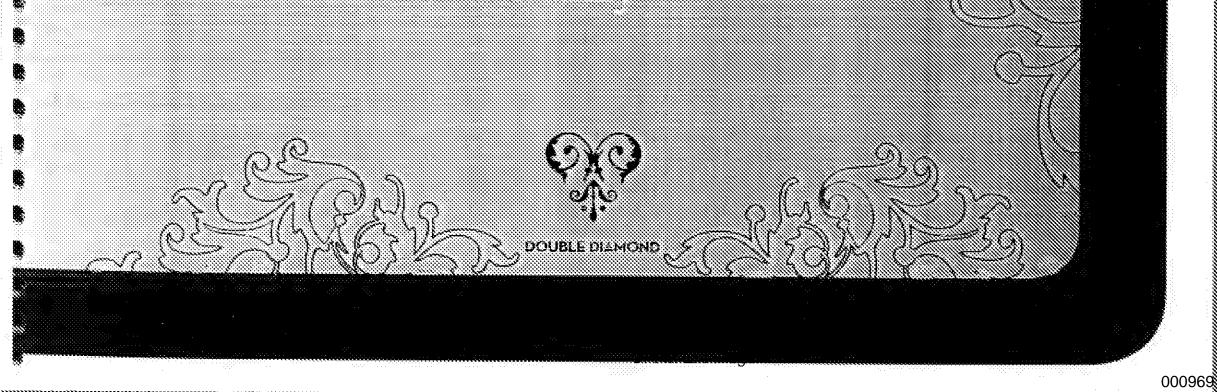


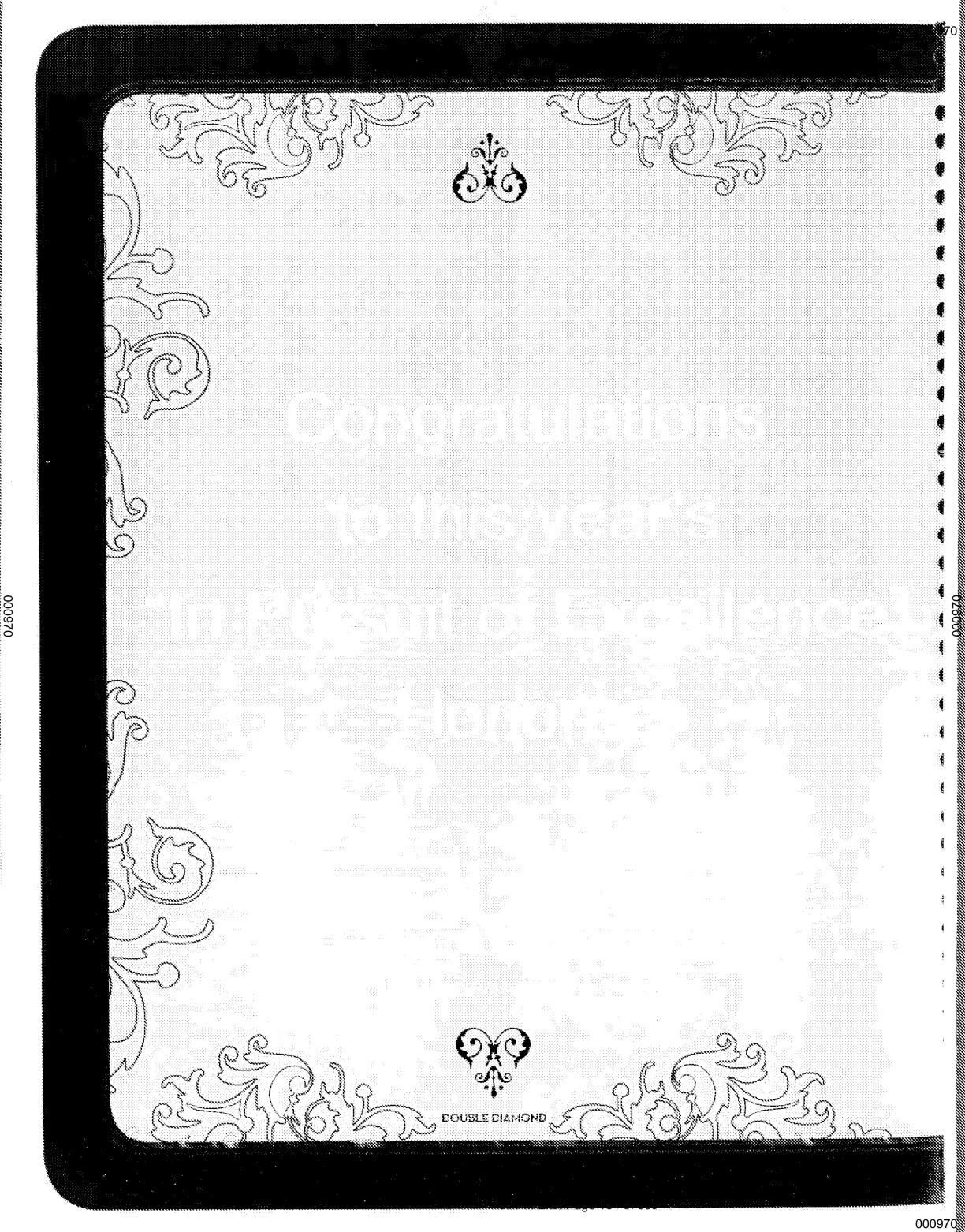




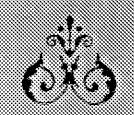
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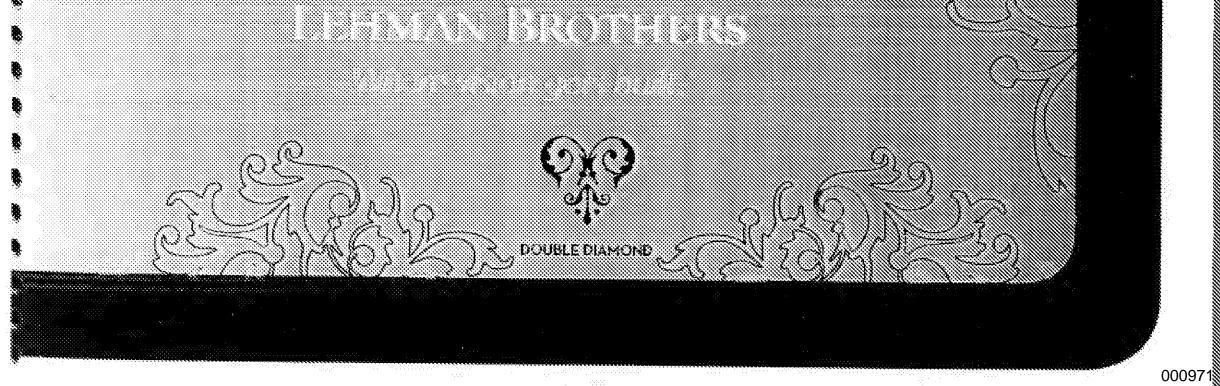
Roberta and Iran Chaire and Lami Ioansand Heat Couler and Reams

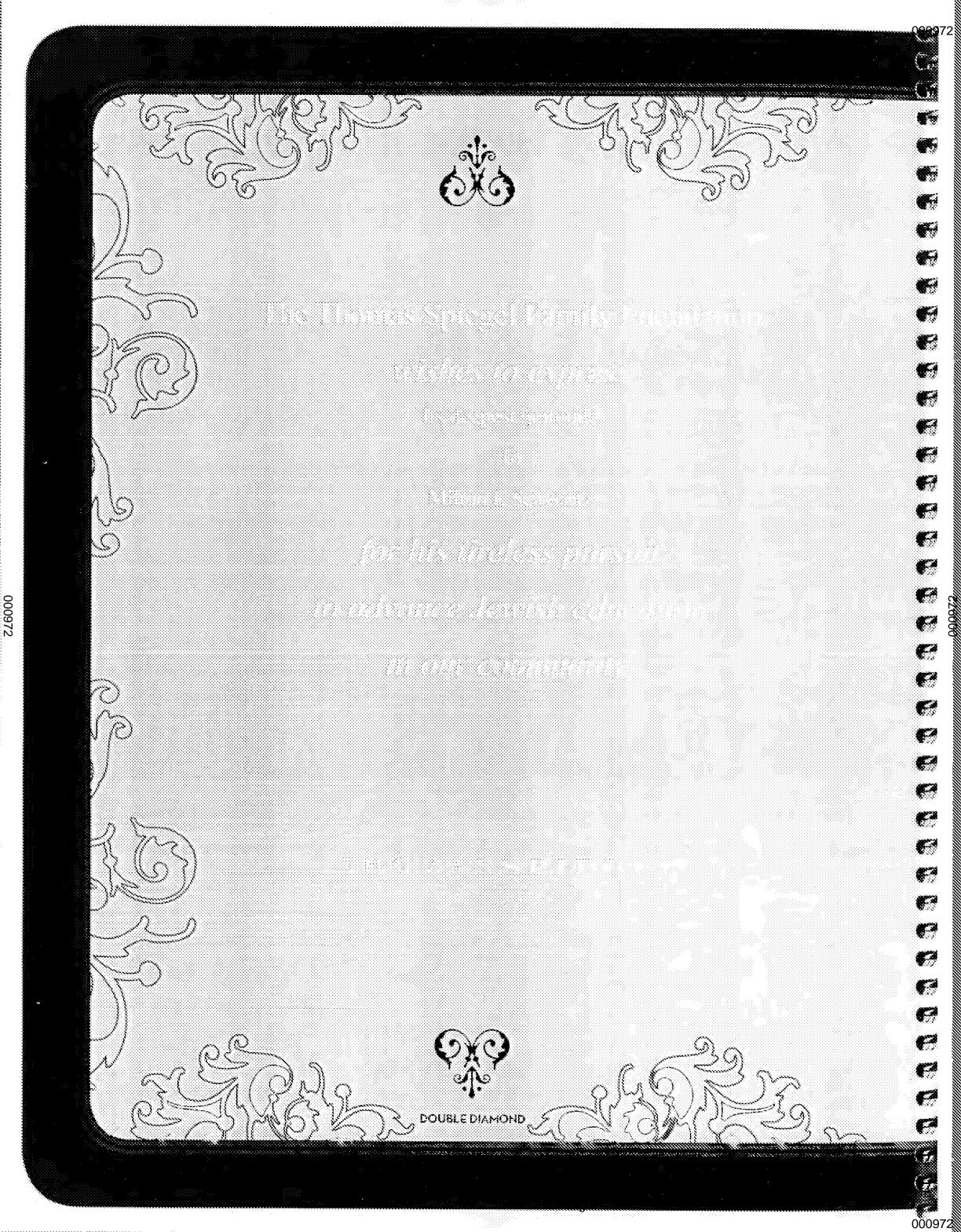


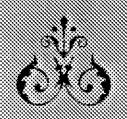






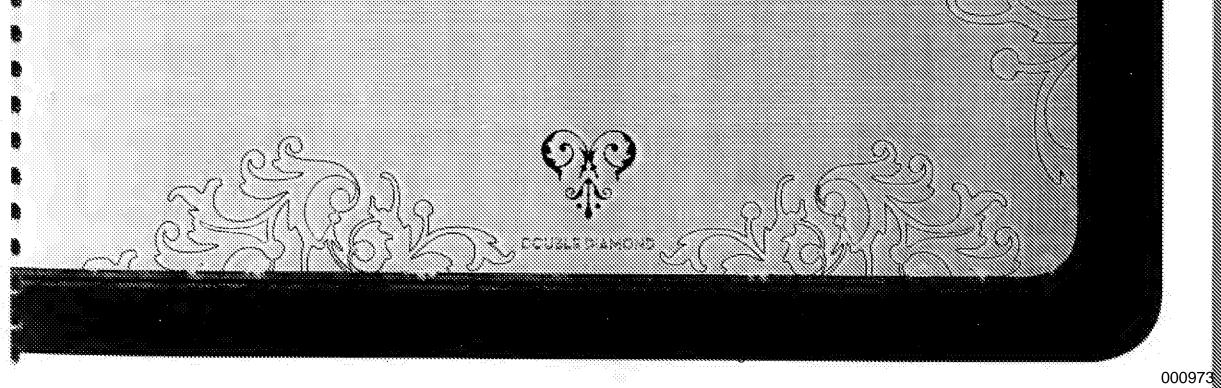


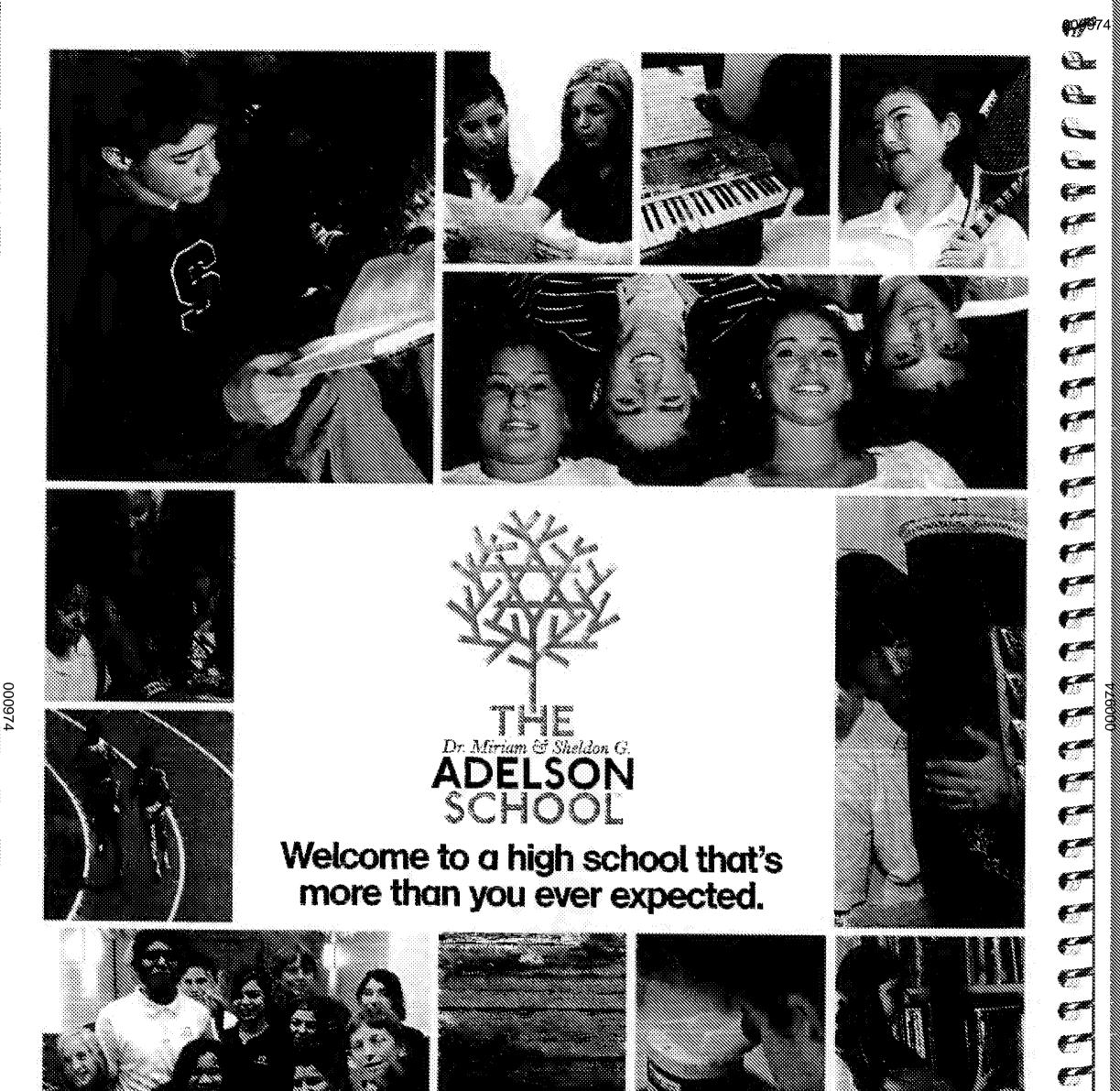






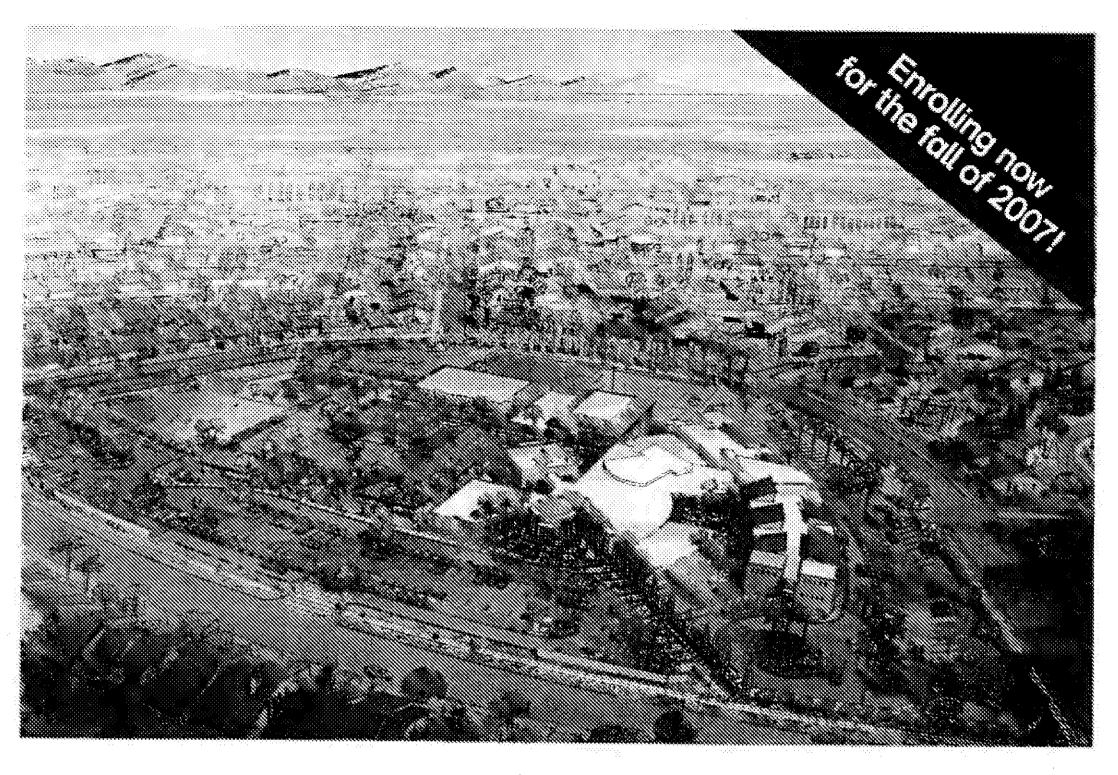








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The Adelson School is more than classes and lessons, more than teachers and books, it is an Education for Life.



Located adjacent to The M.I.S. Hebrew Academy, The Adelson School opens in the fall of 2007 for grades 9 and 10, with grade 11 opening the fall of 2008 and grade 12 in 2009.

With a major gift, Dr. Mirlam and Sheldon G. Adelson have made possible a world-class high school for Las Vegas. The Adelson School provides students with the opportunity to continue their Jewish education and to receive an education for life. The mission is simple: to raise up a new generation of Jewish leaders for whom Jewish values and tradition

shape and guide their vision, and for whom knowledge creates possibilities



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for moral action, good character and shalom.

Taking a holistic approach to learning, the educational emphasis academically stimulates each student while providing emotional and physical support along the way. Students will see the relationship of all knowledge to life, to moral vision and to the creation of culture, while learning invaluable lessons in critical thinking and ethics rooted in Jewish heritage.

Instilled with an education for life, students of The Adelson School will find connections to their past and a path to their future. They will go on with unparalleled preparation for higher education.

9700 West Hillpointe Road, Las Vegas, Nevada 89134 · Tel 702.255.4500 · Fax 702.255.7232 · www.theadelsonschool.org

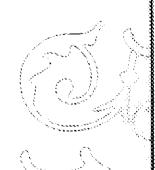
OPPM Exs. Page 156 of 339

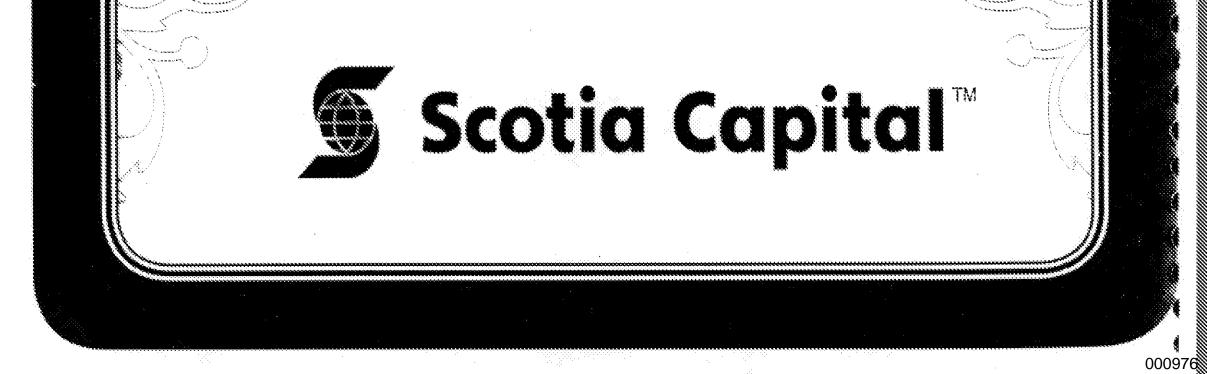




Congratulations Milton I. Schwartz

We are proud to support The M.I.S. Hebrew Academy!







Paul Weiss

is proud to sponsor the

Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Awards Gala

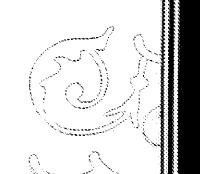
and congratulates honoree

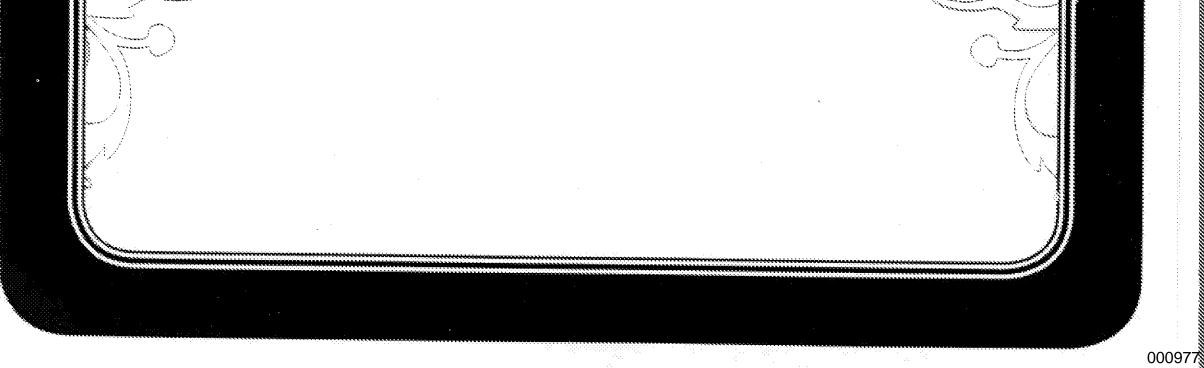
Milton I. Schwartz

May 6, 2007

NEW YORK . WASHINGTON, DC . LONDON . TOKYO . BEIJING . HONG KONG

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP WWW.paulWeiss.com





We Proudly Congratulate MILTON I. SCHWARTZ

DIAMOND

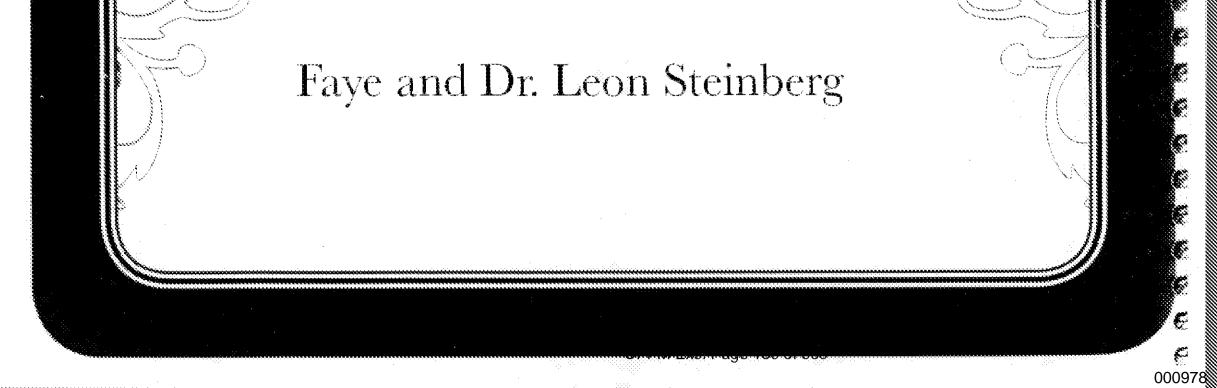
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For Your Outstanding Financial Generosity, Commitment and Dedication to the Growth and Well-Being of

THE M.I.S. HEBREW ACADEMY

Your Love for Jewish Education Is Visual...and We Thank You!

Lovingly,



Jefferies is proud to support Dr. and Mr. Adelson and their commitment to Jewish education and congratulates this year's "In Pursuit of Excellence" Honoree, Milton I. Schwartz

DIAMOND

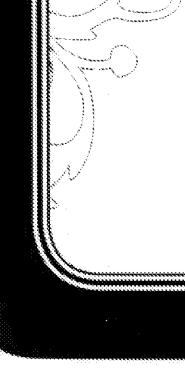
Jefferies, a global investment bank and institutional securities firm, has served growing and mid-sized companies and their investors for over 40 years. Headquartered in New York, with more than 20 offices around the world, Jefferies provides clients with capital markets and financial advisory services, institutional brokerage, securities research and asset management. The firm is a leading provider of trade execution in equity, high yield, convertible and international securities for institutional investors and high net worth individuals.

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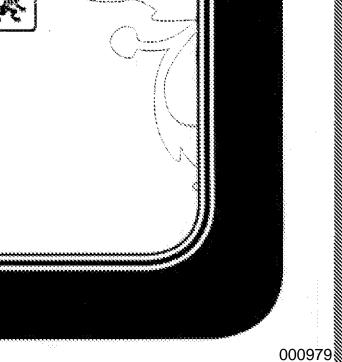
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WE WOULD LIKE TO CONGRATULATE

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MILTON I. SCHWARTZ

IN RECEIVING

THE DR. MIRIAM AND SHELDON G. ADELSON IN PURSUIT OF EXCELLENCE AWARD

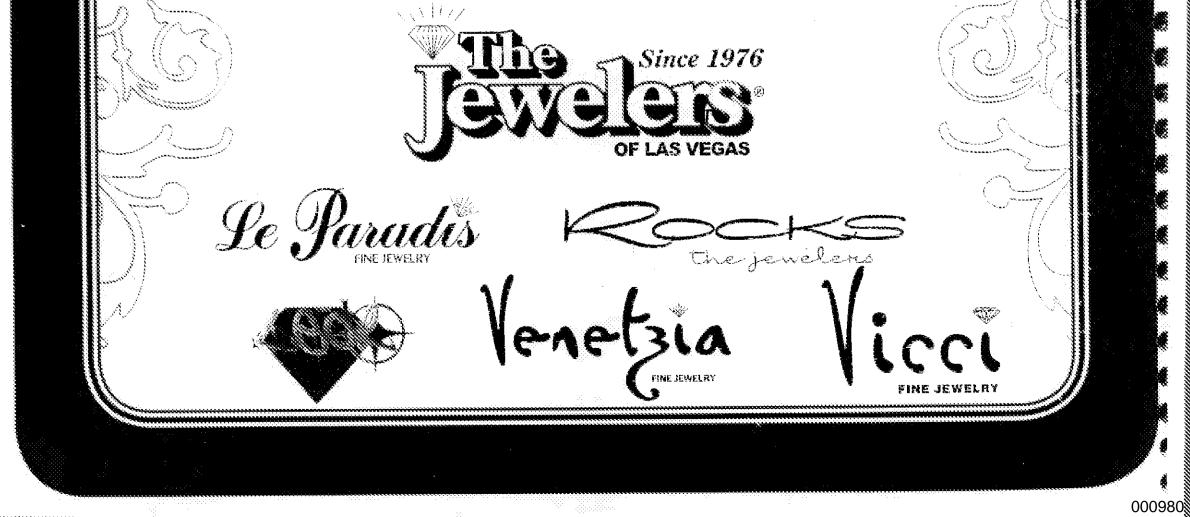
FOR THE IMPACT YOUR DEDICATION TO JEWISH EDUCATION HAS HAD ON GENERATIONS OF STUDENTS HERE IN OUR LAS VEGAS COMMUNITY

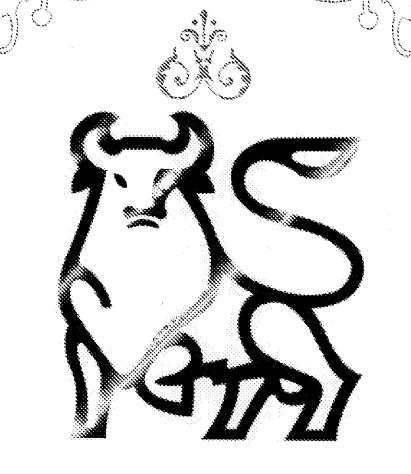
> AS LONGTIME LAS VEGAS RESIDENTS WE ARE PROUD TO SUPPORT

THE MILTON I. SCHWARTZ HEBREW ACADEMY & THE DR. MIRIAM AND SHELDON G. ADELSON SCHOOL

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MORDECHAI AND VICKI YERUSHALMI BENJAMIN YERUSHALMI LEOR YERUSHALMI ELAD YERUSHALMI NATALIE YERUSHALMI





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"We make a living by what we get, but we make a life by what we give." ... WINSTON CHURCHILL

Merrill Lynch

Gongratulates

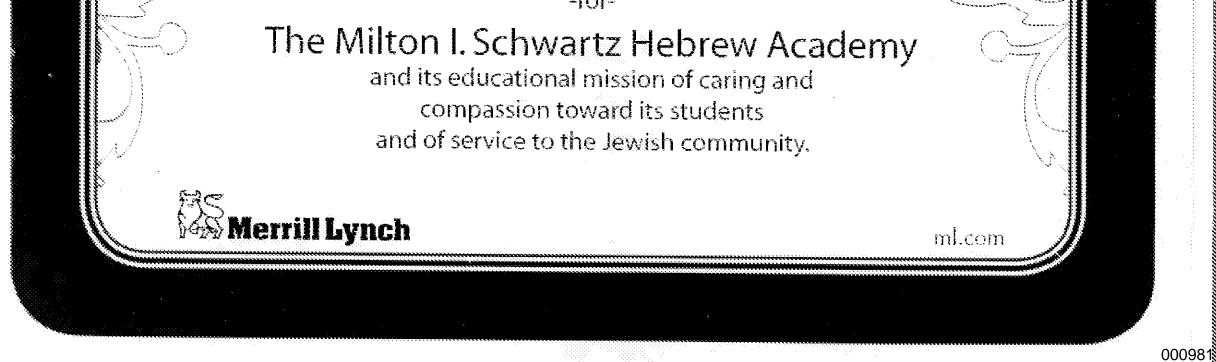
Tonight's Honoree Milton I. Schwartz

and supports

Dr. Miriam & Sheldon G. Adelson

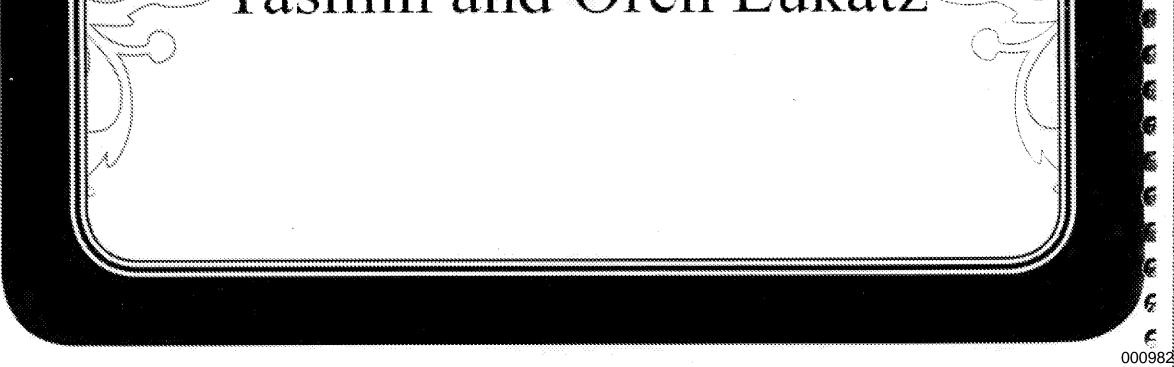
in their commitment to and enduring support

-for-





Yasmin and Oren Lukatz

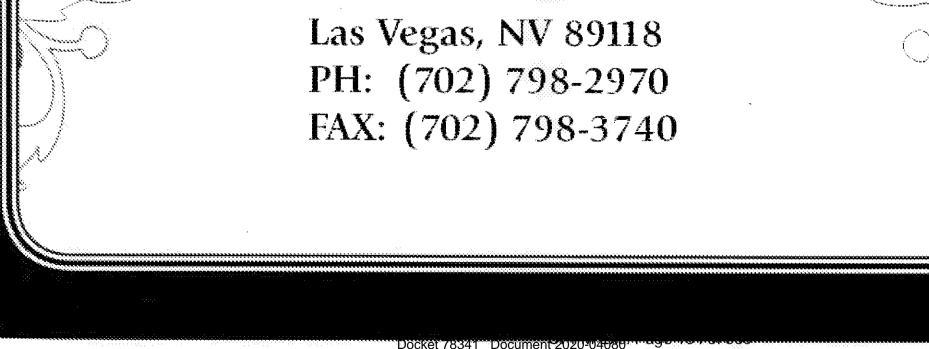


Mojave Electric

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Congratulations to this year's "In Pursuit of Excellence" Honoree Milton I. Schwartz

3755 W. Hacienda



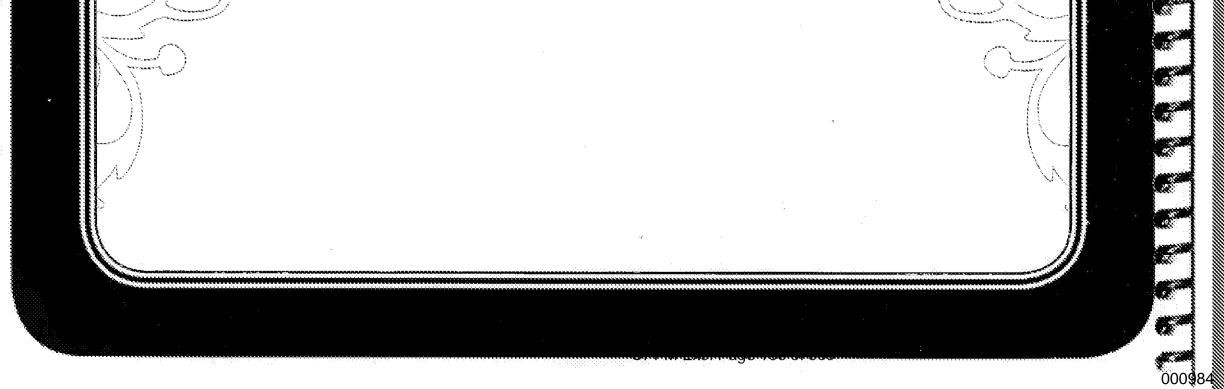
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Congratulations to Milton I. Schwartz for being honored.

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With Love,

Rachel and Sam Ventura Galit and Haim Rozen Alon and Marianne Ventura

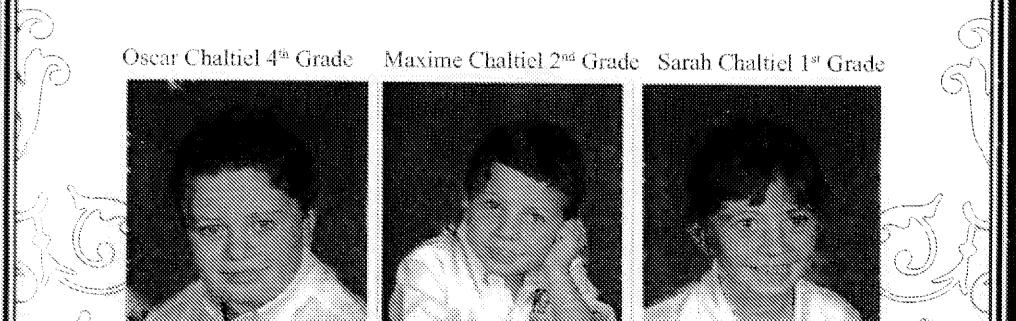


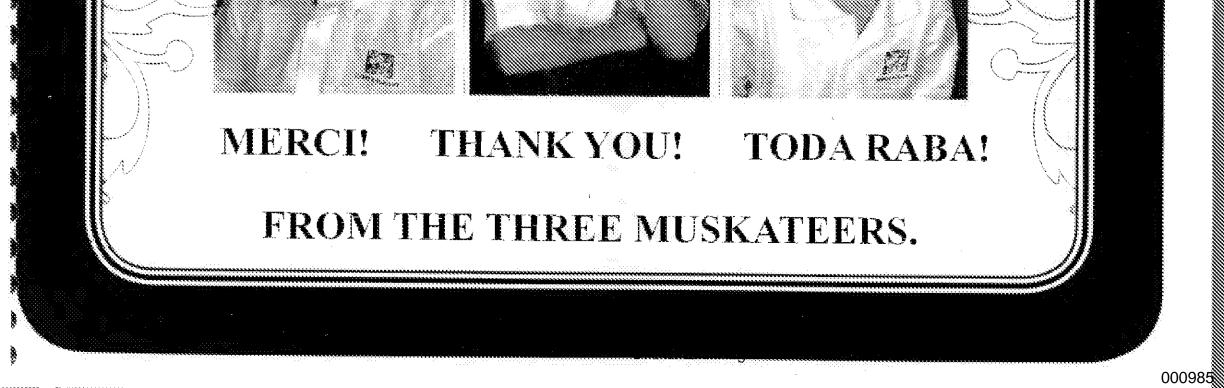




CONGRATULATIONS MR. SCHWARTZ

WE HEARD FROM OUR MOM AND DAD THAT YOU WERE BEING HONORED AT THE GALA. WE LOVE OUR SCHOOL. WE HAVE BEEN AT THE MILTON I. SCHWARTZ HEBREW ACADEMY SINCE FEBRUARY 2002. WE WENT TO YOUR 80TH BIRTHDAY PARTY IN THE AUDITORIUM. CAN WE COME TO YOUR 100TH TOO? THAT WOULD BE A LOT OF CANDLES, MR. SCHIFFMAN WILL HAVE TO MAKE SURE THE FIRE EXTINGUISHER WORKS.





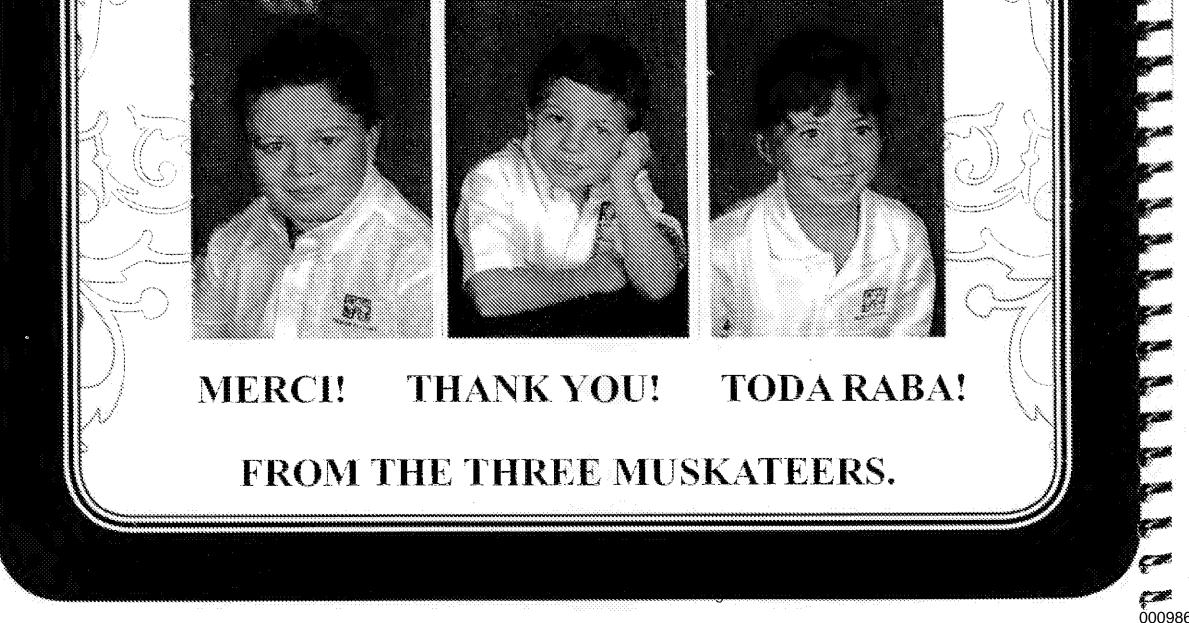


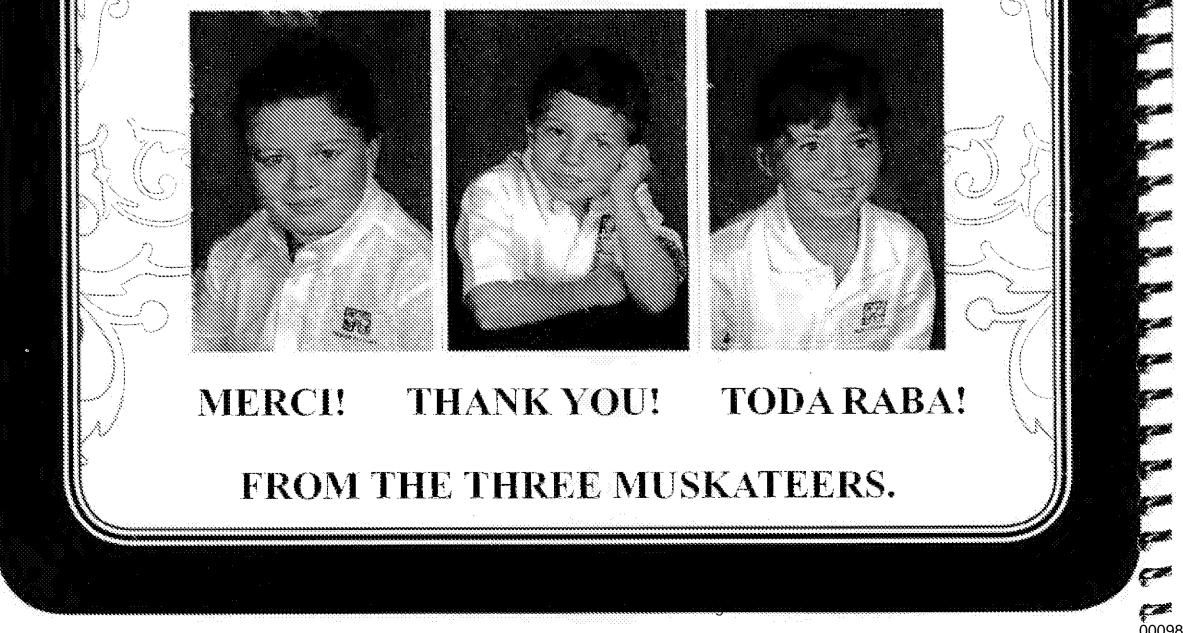


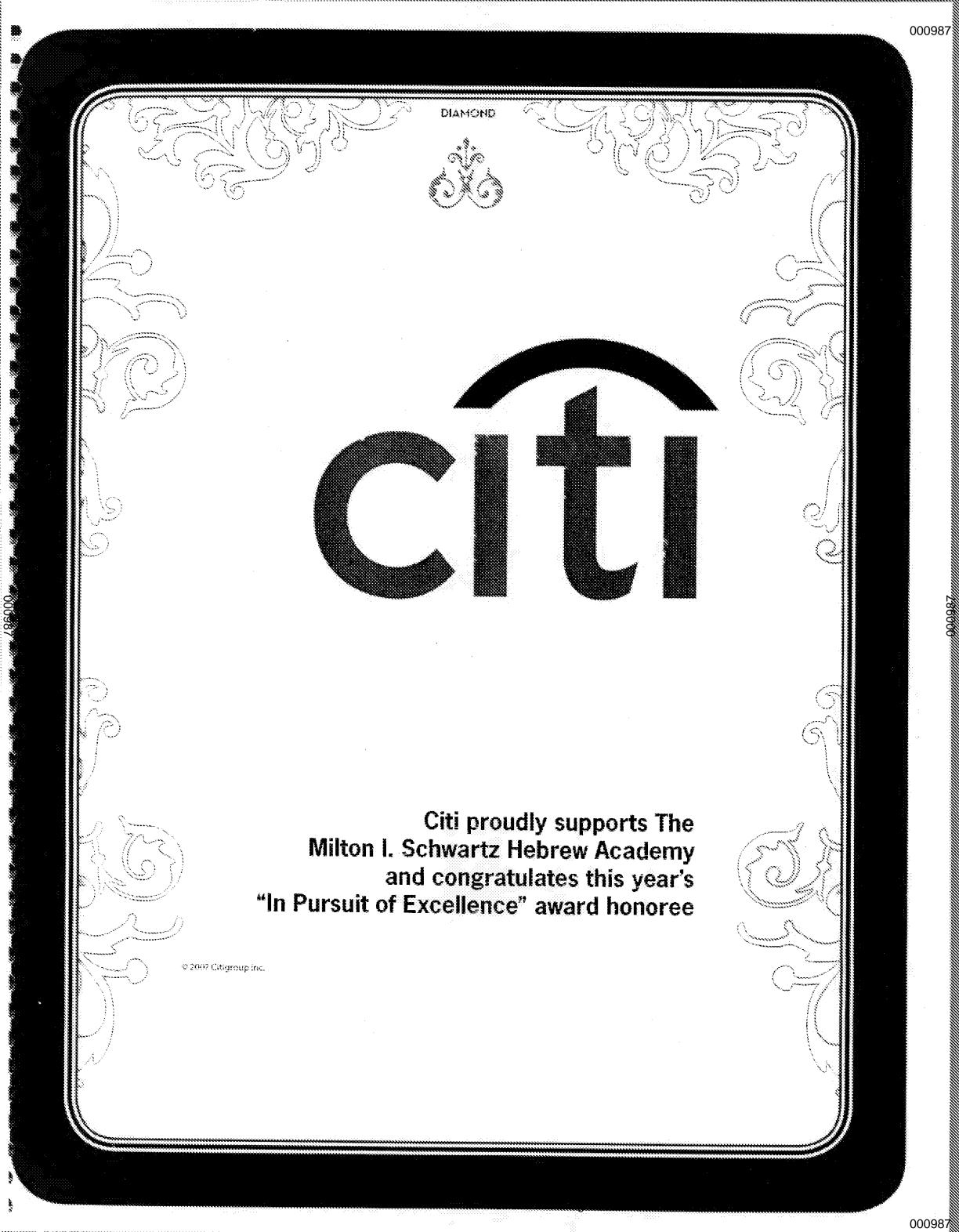
THANK YOU M.I.S. HEBREW ACADEMY

WE HEARD FROM OUR MOM AND DAD THAT THE FOUNDER OF OUR SCHOOL, MR. SCHWARTZ, IS BEING HON@RED AT THE GALA AND THAT EVERYBODY WILL BE THERE SUNDAY; WE HAVE BEEN AT THE MILTON I. SCHWARTZ HEBREW ACADEMY SINCE FEBRUARY 2002. WE LOVE OUR SCHOOLAND WE WANT TO THANK MR. SCHIFFMAN, ALLOUR WONDERFUL TEACHERS AND STAFF AND ALL OUR FRIENDS FOR ENRICHING OUR LIFE EVERYDAY!

Oscar Chaltiel 4th Grade Maxime Chaltiel 2nd Grade Sarah Chaltiel 1st Grade







The M.I.S. Hebrew Academy Board of Trustees 2006 – 2007

Victor Chaltiel Chairman of the Hebrew Academy Board of Trustees

Founder and Chairman, Redhills Ventures LLC; 30 years of experience as an executive in the healthcare industry, Masters of Business Administration from the Harvard Business School; Prominent local philanthropist; Board member of the Board of Directors of the American Committee for the Weizmann Institute of Science (ACWIS) and The Nevada Ballet Theater; Parent of Hebrew Academy students.

Sheldon G. Adelson

First Vice President of Hebrew Academy Board of Trustees

Chairman of Las Vegas Sands Corp., developers of the Venetian Resort · Hotel · Casino in Las Vegas and the Sands Macao Resort in the People's Republic of China's Special Administrative Region Macao. Renowned entrepreneur and a member of the "Forbes 400," he is known worldwide for his business acumen and visionary leadership; Parent of Hebrew Academy students.

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Jill Hanlon

Second Vice President of Hebrew Academy Board of Trustees

Attorney practicing primarily in estate planning, business formation, and asset protection; Juris Doctor from New York Law School; Masters of Business Administration from Baruch College; Parent of Hebrew Academy students.

Ercy Rosen

Treasurer of the Hebrew Academy Board of Trustees

Past Hebrew Academy Gala Chair for 7 years; Bachelor of Science in Education from Youngstown State University; Bachelor of Arts in Business Administration from Kent State University.

Dr. Suzanne Steinberg

Secretary of the Hebrew Academy Board of Trustees

Past President of Hebrew Academy Board of Trustees; Medical Degree from George Washington University and Masters Degree in Epidemiology from University of Maryland in Baltimore; Parent of Hebrew Academy students.

Dorit Schwartz General Board Member

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Hebrew Academy Board member and chair of various committees since 1998; Prominent community leader in the Jewish Federation Women's Division; local philanthropist; Parent of previous Hebrew Academy graduates.

Rachel Schwartz

General Board Member

Board of Trustees Teacher Liaison; Past PTO Vice-President for two years; Member of Security Committee; Gala Committee for past five years; local philanthropist; Parent of Hebrew Academy student and graduate

Irv Steinberg

General Board Member

Certified Public Accountant and Certified Valuation Analyst; Court Appointed Arbitrator for the District Courts of the State of Nevada by the Nevada State Supreme Court; Past 1st Vice President of the Hebrew Academy Board of Trustees; Board member of various local community organizations; Grandparent of Hebrew Academy graduate and student.

Leah Ellenhorn Stromberg General Board Member

A trained mediator in charge of the Clark County Neighborhood Justice Center; Masters of Social Work at Yeshiva University in New York; Parent of Hebrew Academy student.

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Sam Ventura General Board Member

Co-owner of RE/MAX Commercial Professionals in Nevada. A licensed general contractor, he started Ventura Enterprises Development and Investment in California and relocated to Las Vegas, where he purchased land and began developing commercial buildings. He is an active commercial builder in town in addition to owning and operating more than 3,000 mini-storage units. Former board member of The Jewish Federation of Las Vegas and current president of Or-Bamidbar, an orthodox synagogue. Grandfather of three Hebrew Academy students.

Benjamin Yerushalmi General Board Member

A 1988 graduate of The Milton I. Schwartz Hebrew Academy; Current Vice President of The Jewelers, Inc. after having attained his Masters in Business Administration from the Anderson School at U.C.L.A. in 2003 and his Juris Doctorate from Stanford Law School in 1998. He is proudly following in the footsteps of his father, Mordechai Yerushalmi, a past member of the Hebrew Academy Board.

Milton I. Schwartz Executive Committee Member

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Prominent business and community leader, both locally and nationally; Leader in the taxicab and real estate industries; Founder of The Milton I. Schwartz Hebrew Academy; Prominent local philanthropist; Board member of various local community organizations.

Roni Amid

General Board Member

Founder & Vice Chairman of the WestCorp Group – Extensive experience in Merger & acquisitions, Venture Capital investments, Development of multi-family communities & commercial/retail real estate investments. Board Member & Major share holder in MaxJet – International "all business" air carrier

Philip Kantor

General Board Member

Attorney practicing primarily in the fields of trademark, copyright and advertising law, as well as other business law and litigation. B.A. from Yale University; License from Université de Paris I (Panthéon-Sorbonne); M.B.A. and J.D. from New York University; Board member of former Jewish Community Day School of Las Vegas. Parent of students expecting to attend inaugural ninth and tenth grades of The Dr. Miriam and Sheldon G. Adelson School.

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Yasmin Lukatz

General Board Member

Currently serves as Special Assistant to the Chairman & CEO of Las Vegas Sands. Received her BA in Law, Accounting and Economics from Tel Aviv University and her Masters in Business Administration from Stanford University. She is the proud mother of two and the sister of two Hebrew Academy students.

Geri Rentchler General Board Member

Past President of the Hebrew Academy; Longtime Hebrew Academy Board of Trustees member and chair of

various committees; Children graduates of The Hebrew Academy; Grandparent of former Hebrew Academy students.

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We loved her smile, her laugh, and her sense of humor. She was a family healer and medicine woman, a community volunteer, an avid Jewish student through her reading, John's best friend, Gertrude's baby girl, Dani's confidant, loving Savta to her grandkid's Alex, Jayson, Adam a friend to all. Member of The Milton I. Schwartz Hebrew Academy Board for 28 years.

When Geri was young she loved....

~reading, swimming, square dancing, classical music, playing clarinet

As she got older she loved.....

~spending time (anywhere) with John

~reading sci-fi and romance novels and any books about Judaism, cooking, alternative medicine and health and organic gardening,

~needlepoint and art classes, where she learned how to batik, make bead necklaces and paint

-shopping for books, clothes, anything for her kitchen, and materials and books for The M.I.S. Hebrew Academy

~classical and folk music

~cooking

~making Dani eat natural, no sugar foods (much to Dani's dismay) ... except for the treat trips to Winchells Donuts and Luv-It Frozen Custard

~her cats and dogs

In her later years

~she still loved reading

~she still loved shopping and now has found Home Shopping Network (very dangerous) buying clothes, books and toys for her grandchildren and continuing to buy books for the school,

~her weekly trips to Sizzler and Chinese with John

~watching CNN and The Cooking Channel

-spoiling her grandchildren with cookies every time they came to visit

~going to The M.I.S. Hebrew Academy Board Meetings even when she was so sick she should have been at home

~she loved that her life long dream came true, that not only was there a Hebrew Academy Day School, but a new Jewish high school in the works

And always...

~her family and friends

Lovingly written by her daughter, Dani



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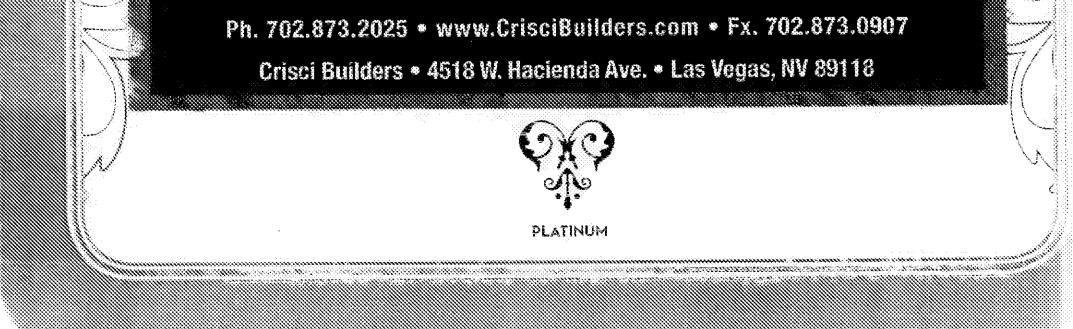


ĽChaim!

May The M.I.S. Academy experience continued success with your wisdom and devotion to our community.

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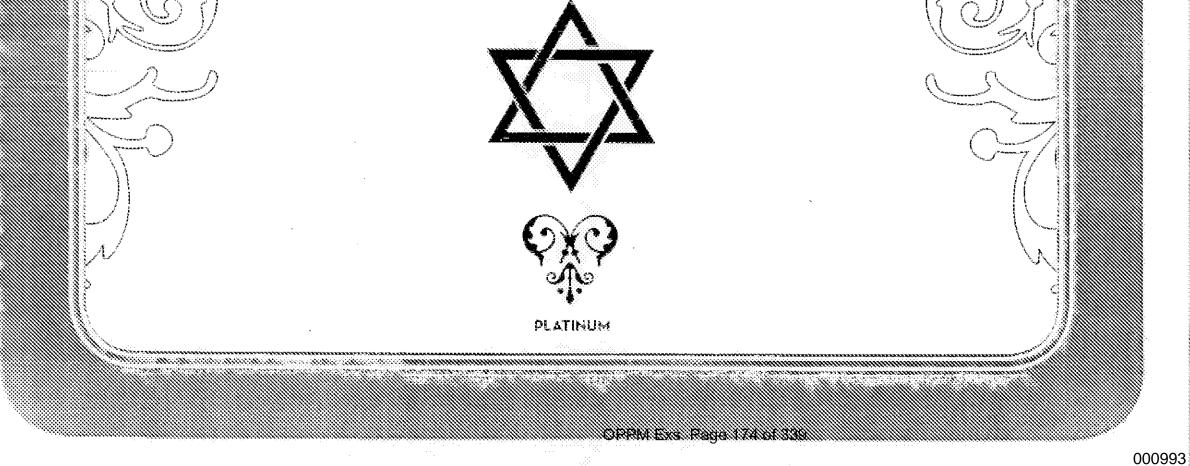


In honor of a very special man

MILTON I. SCHWARTZ

Your dedication and inspiration for the children of The M.I.S. Hebrew Academy is highly recognized and appreciated. May our school continue to grow and May you enjoy many years of health and happiness.

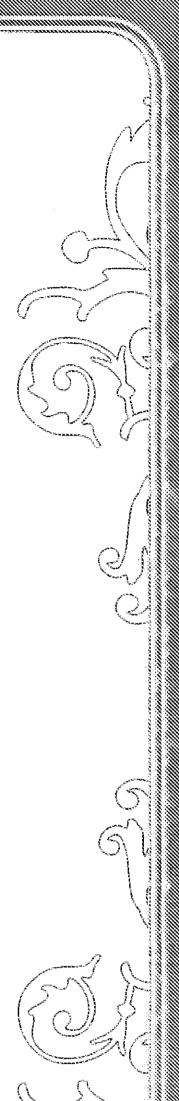
> Noam and Rachel Schwartz Ronnie and Dorit Schwartz



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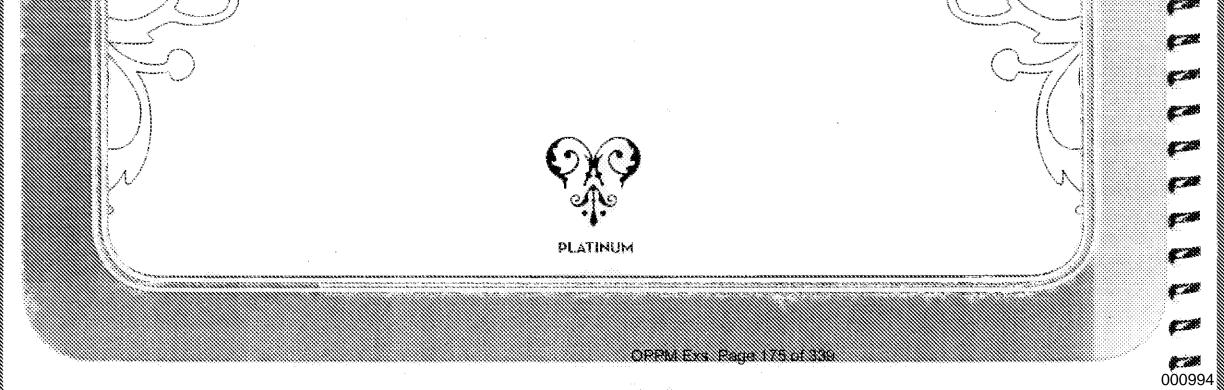
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Congratulations to this year's "In Pursuit of Excellence Honoree" Mr. Milton I. Schwartz





Congratulations!

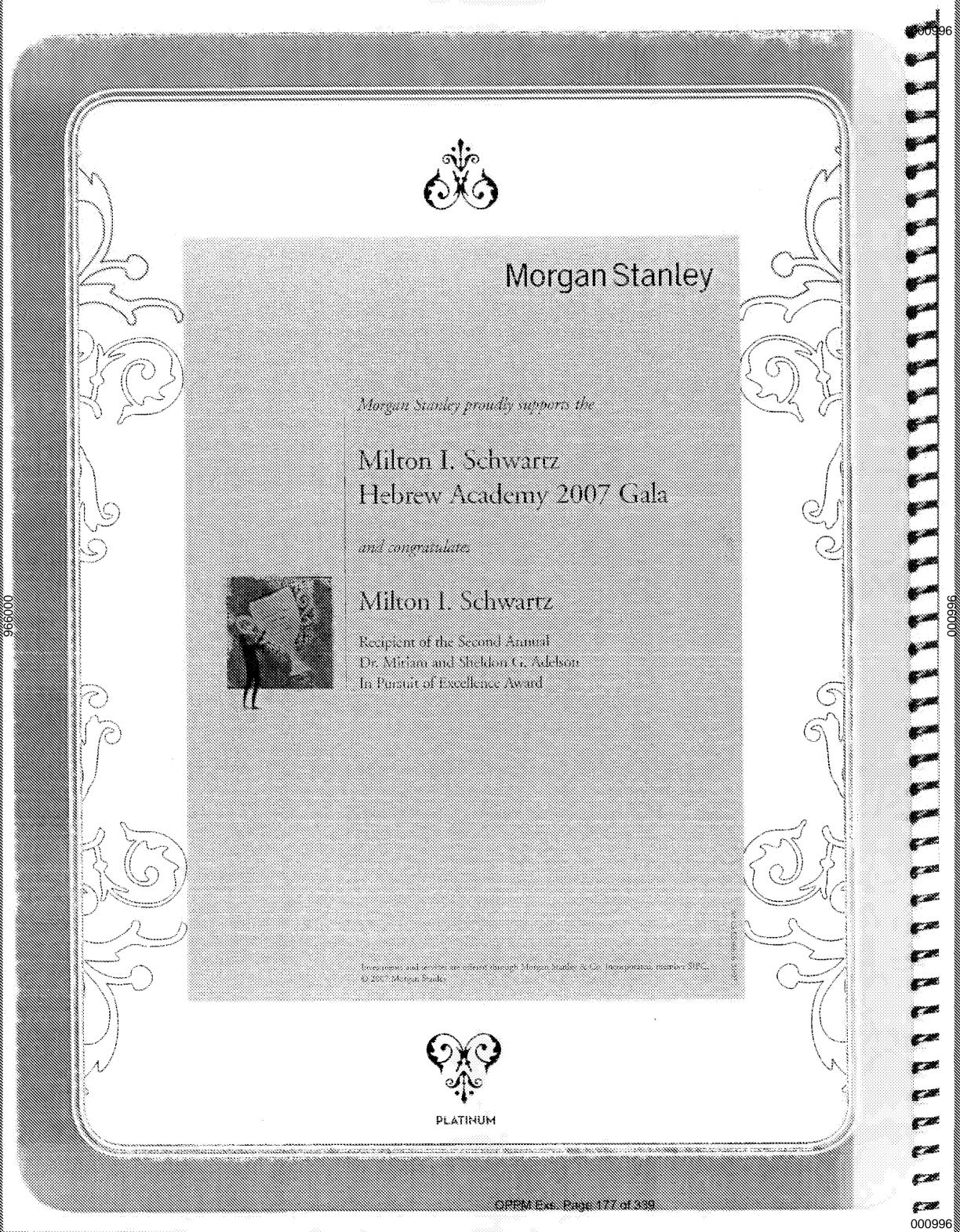
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To this year's Dr. Miriam & Sheldon G. Adelson "In Pursuit of Excellence" Honoree



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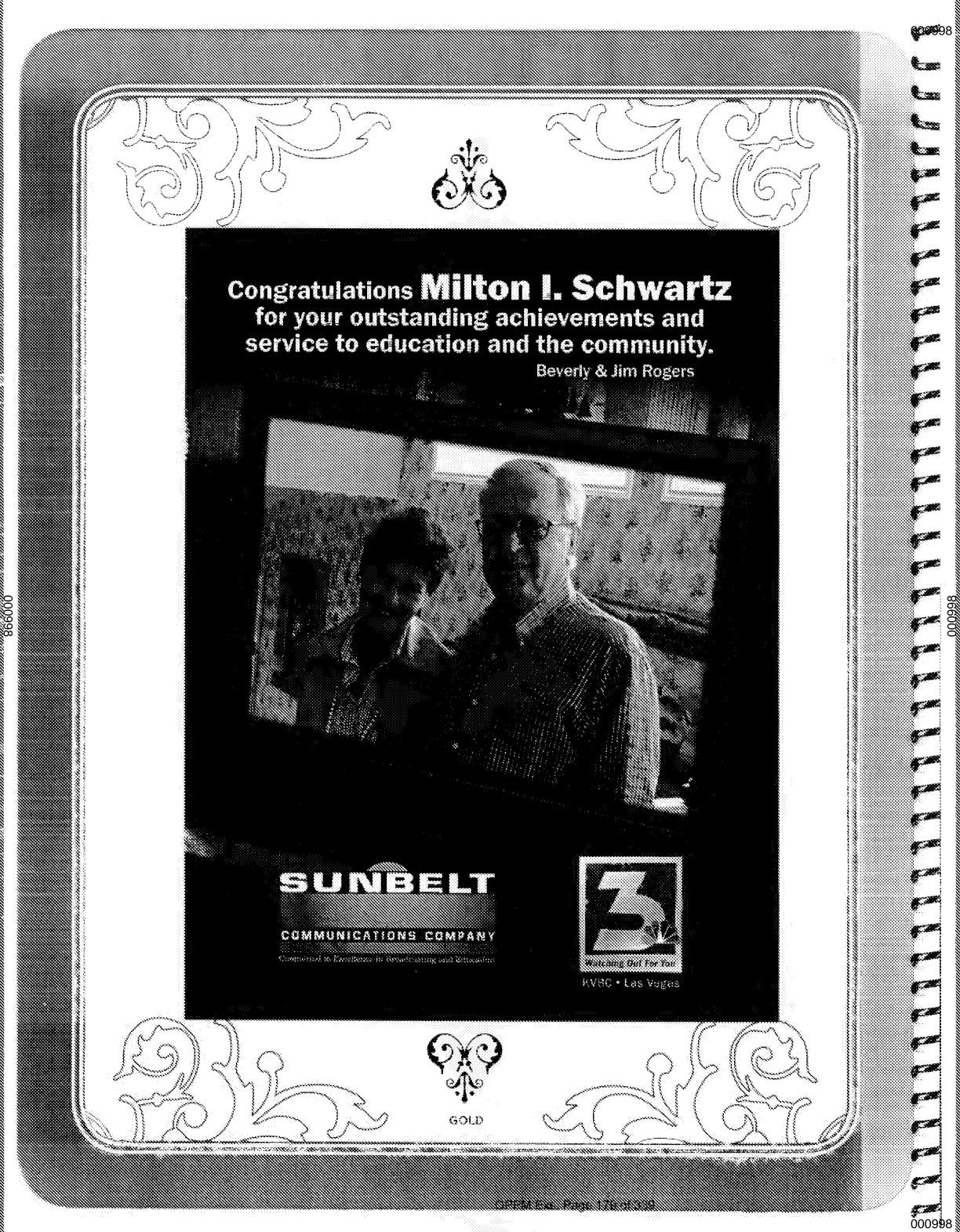
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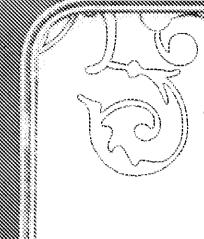
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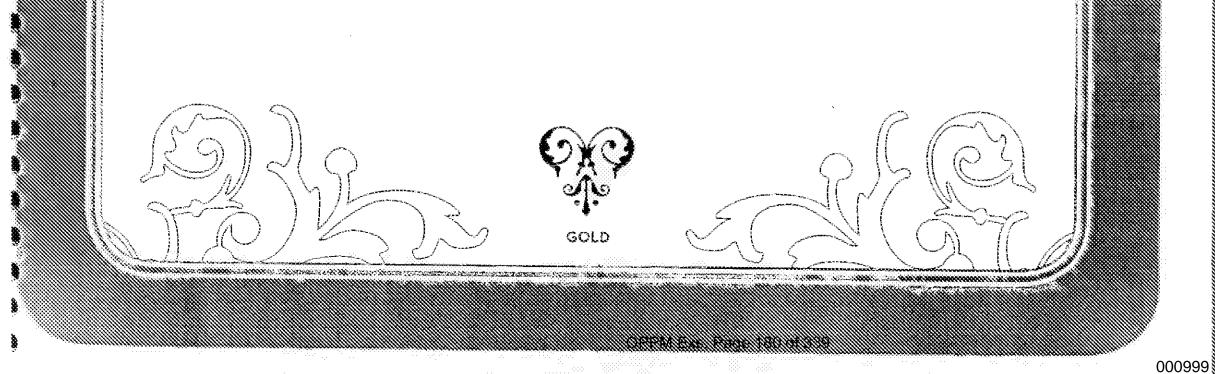


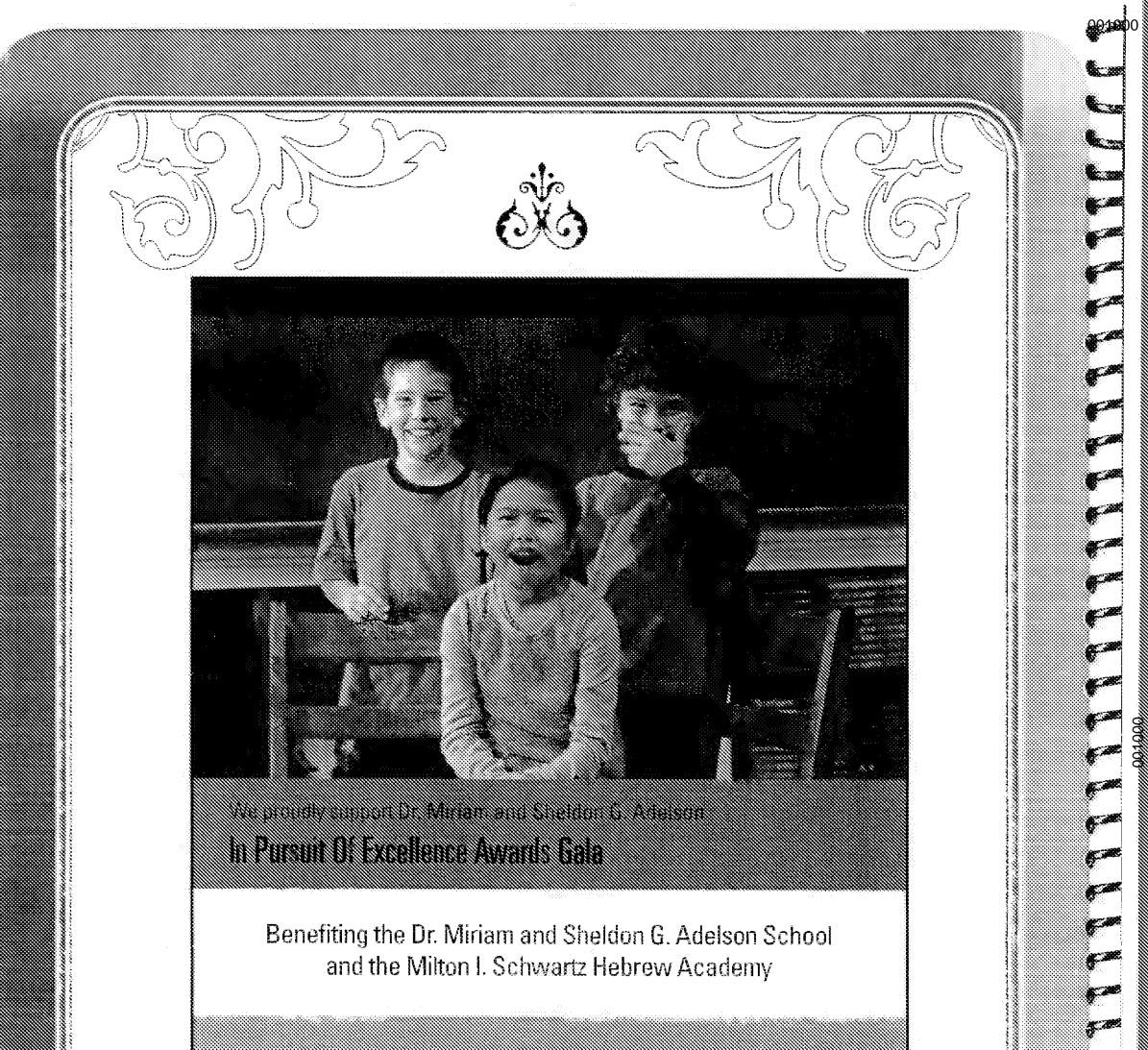
Congratulations!

To this year's "In Pursuit of Excellence" honoree, Milton I. Schwartz.



Rhonda, Steve, Andrew, Eric, and Jason Glyman





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