

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,

Respondent.

Electronically Filed
Jan 29 2020 04:39 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

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

**APPELLANT'S APPENDIX
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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

	Brief Regarding the Parties' Equitable Claims and for Entry of Judgment			
85	The Dr. Miriam and Sheldon G. Adelson Educational Institute's Verified Memorandum of Costs	10/11/18	19	4576–4579
71	The Estate's Motion for Judgment as a Matter of Law Regarding Construction of Will	09/03/18	18	4334–4341
89	The Estate's Motion for Post-Trial Relief from Judgment on Jury Verdict Entered October 4, 2018	10/22/18	21 22	5168–5250 5251–5455
63	The Estate's Motion for Reconsideration of: The Court's Order Granting Summary Judgment on the Estate's Claim for Breach of Oral Contract and Ex Parte Application for an Order Shortening Time	08/14/18	11	2539–2623
110	The Estate's Opposition to the Adelson Campus' Motion to Re-Tax and Settle Costs	03/25/19	27	6522–6546
57	The Estate's Pretrial Memorandum	08/06/18	9 10	2246–2250 2251–2263
58	The Estate's Pretrial Memorandum	08/06/18	10	2264–2274
94	The Estate's Reply to Adelson Campus's Opposition to Motion for Post-Trial Relief from Judgment on Jury Verdict Entered on October 4, 2018	12/21/18	24	5804–5816
96	The Estate's Response to the Adelson Campus' Post-Trial Brief on Outstanding Claims	12/21/18	24	5858–5923
32	Transcript for Motion for Summary Judgment	07/09/14	6	1281–1322
21	Transcript of Proceeding: Motion for Reconsideration	12/10/13	3	639–669
42	Transcript of Proceedings: Motion for Protective Order on Order Shortening Time	04/19/17	6	1465–1482

22	Transcription of Discovery Commissioner Hearing Held on January 29, 2014	01/29/14	3	670–680
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
140	Trial Exhibit 115		28	6873
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 28	6714–6750 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 13 14 15 16 17 18	2903–3000 3001–3250 3251–3500 3501–3750 3751–4000 4001–4250 4251–4304
76	Verdict Form	09/05/18	19	4513–4516
103	Verified Memorandum of Costs of A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz	02/27/19	25	6111–6015

1 IV.

2 LIST OF CLAIMS OR DEFENSES TO BE ABANDONED

3 A. FOR THE ESTATE

- 4 1. Affirmative Defense - Bequest to the School is abated.

5 V.

6 LIST OF ALL EXHIBITS

7 Please refer to the Joint Exhibit List attached hereto at Exhibit A.

8 Exhibits 1 through 63 are the parties Joint (agreed upon) exhibits.

9 Exhibits 100 through 156 are The Estate's exhibits.

10 The Estate reserves the right to use certain demonstrative exhibits at time of trial which
11 may not have been previously designated within the Parties' Exhibit List. The Estate also
12 reserves the right to object to any exhibit being offered by any party herein which has not been
13 previously produced during the normal course of discovery proceedings as mandated by NRCP
14 16.1. The Parties further reserve the right to object to any demonstrative exhibit used at the time
15 of trial by any other Party in this matter.

16 VI.

17 EVIDENTIARY AGREEMENTS

18 The parties have stipulated to the admissibility of exhibits 1 through 63, on Exhibit 1,
19 attached hereto. The Estate has stipulated to only authenticity and foundation as certain exhibits
20 identified by the School. The following is a table setting forth each exhibit identified by the
21 School that the Estate has stipulated to authenticity and foundation:

Exhibit No.	Description
203 authenticity only	Naming Rights – Legacy Gifts & Corporate Money. Author: Terry Burton
204	Attachment to Certificate of Amendment to Articles of Incorporation of the Milton I. Schwartz Hebrew Academy, Resolutions of the Board of Trustees
205	IRS form 706 - Redacted pages re: Charitable Bequests: Milton I. Schwartz Hebrew Academy Education/Religious in the amount of \$500,000.
206	Trustees meeting minutes and Agenda
208	Hebrew Academy Board Meeting
211	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board Meeting - Let from PNAIS Pacific Northwest Association

212	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.
215	Adelson Educational Campus Board of Trustee Meeting
217 authenticity only	From Chaos to Order. Author: Tamar Lubin Saposhnik, Ph.D.

VII.

LIST OF WITNESSES

A. THE ESTATE'S WITNESSES

1. Jonathan Schwartz
c/o Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
2. Dr. Miriam Adelson
c/o Kemp Jones & Coulthard
3800 Howard Hughes Parkway
Las Vegas, Nevada 89169
3. Sheldon Adelson
c/o Kemp Jones & Coulthard
3800 Howard Hughes Parkway
Las Vegas, Nevada 89169
4. Custodian of Records for
The Dr. Miriam and Sheldon G. Adelson Educational Institute
c/o Kemp Jones & Coulthard
3800 Howard Hughes Parkway
Las Vegas, Nevada 89169
5. Susan Pacheco
c/o Solomon Dwiggins & Freer, Ltd.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
6. Neville Pokroy
653 Town Center Drive
Building 2, Suite 70
Las Vegas, Nevada 89144
7. Roberta Sabbath
2550 Hayesville Avenue
Henderson, Nevada 89052
8. Lenard Schwartzer
c/o Schwartzer & McPherson Law Firm
2850 S. Jones Boulevard, Suite 1
Las Vegas, Nevada 89146

9. Paul Schiffman
325 Main Street, Apt. 4B
White Plains, NY 10601
10. Samuel Ventura
4431 S. Eastern Avenue, Suite 2
Las Vegas, Nevada 89119
11. Carol Zucker
c/o Kamer Zucker Abbot
3000 West Charleston Boulevard, Suite 3
Las Vegas, Nevada 89102
12. Dan Saposhnik
1025 Sable Mist Court
Las Vegas, Nevada 89144
13. Layne T. Rushforth, Esq.
Rushforth Lee & Kiefer LLC
1707 Village Center Circle, Suite 150
Las Vegas, Nevada 89134
14. Rabbi Yitzchak Wyne
Young Israel Aish Las Vegas
9590 W. Sahara Avenue
Las Vegas, Nevada 89117

The Estate reserves the right to call any other witnesses identified in their NRCP 16.1(a)(3) disclosures for any purpose.

VIII.

BRIEF STATEMENT OF EACH PRINCIPAL ISSUE OF LAW WHICH MAY BE CONTESTED AT THE TIME OF TRIAL

A. THE ESTATE

1. The School has waived the affirmative defenses of statute of frauds and statute of limitations.

The School has never filed a responsive pleading to the Estate's pleading. Accordingly, all defenses which are required to be affirmatively pled pursuant to NRCP 8(c), including, but not limited to, statute of limitations and statute of frauds, have been waived. See *Elliot v. Resnick*, 114 Nev. 25, 30, 952 P.2d 961, 964 (1998) ("If affirmative defenses are not pleaded or tried by consent, they are waived.") (citing *Idaho Resources v. Freeport-McMoran Gold*, 110 Nev. 459, 874 P.2d 742, 743 (1994)); *Webb v. Clark Cty. Sch. Dist.*, 125 Nev. 611, 620, 218 P.3d 1239,

1 1245 (2009) (holding that a party may waive a statutory affirmative defense if the party fails to
 2 timely raise it); *Hubbard v. State*, 110 Nev. 671, 877 P.2d 519 (1994) (holding that a statute of
 3 limitations defense is a non-jurisdictional defense that must be asserted by the defendant or else it
 4 is waived); and *Coray v. Hom*, 80 Nev. 39, 40, 389 P.2d 76, 77 (1964) (concluding that the
 5 affirmative defense of statute of frauds not pleaded affirmatively was waived). Moreover, the
 6 deadline for the School to present and/or amend pleadings to include an affirmative defense of
 7 statute of limitations and/or statute of frauds was years ago. See NRCP 16.1(c)(6) (deadline to
 8 amend pleadings 90 days prior to close of discovery). Accordingly, the School should be
 9 precluded from asserting said defenses prior to and during trial.

10 **2. The School could not demand from Milton additional consideration for**
 11 **continued performance of the Schwartz Naming Rights Agreement.**

12 On May 25, 2018, Sheldon Adelson was deposed. During his deposition, Mr. Adelson
 13 testified that the School removed Milton's namesake from the School because his Will did not
 14 include an approximate \$2 million that Milton allegedly committed to. It is well-settled in Nevada
 15 that the "preexisting duty rule" bars a contracting party from demanding additional consideration
 16 from the other party on the threat of refusing to continue to perform preexisting contractual
 17 obligations:

18 Where two parties have entered into a bilateral agreement, it will often occur that
 19 one of the parties, having become dissatisfied with the contract, will refuse to
 20 perform or to continue performance unless he is promised or paid a greater
 21 compensation than that provided in the original agreement.... [T]he question arises
 22 whether the new [agreement to pay more money] is enforceable.

23

24 As a matter of principle, the second agreement must be held invalid, for the
 25 performance by the recalcitrant contractor is no legal detriment to him whether
 actually given or merely promised, since, at the time the second agreement was
 entered into, he was already bound to do the [performance]; nor is the
 performance or promise to perform under the second agreement a legal benefit to
 the promisor, since he was already entitled to have the [performance].

This principle is commonly known as the preexisting duty rule and is recognized
 in Nevada.

26 *Zhang v. Eighth Jud. Dist. Ct.*, 120 Nev. 1037, 1040–41, 103 P.3d 20, 23 (2004) (abrogated on
 27 unrelated grounds by *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 181 P.3d 670
 28 (2008)); see also *County of Clark v. Bonanza No. 1*, 96 Nev. 643, 650-51, 615 P.2d 939, 944

(1980) (“Consideration is not adequate when it is a mere promise to perform that which the promisor is already bound to do.”)

Here, the School was already legally obligated to hold itself out as the Milton I. Schwartz Hebrew Academy in perpetuity pursuant to the Schwartz Naming Rights Agreement. Accordingly, Mr. Adelson’s testimony is irrelevant because the School already owed Milton a preexisting duty.

X.

TRIAL TIME ESTIMATE

Two to three weeks.

XI.

OTHER MATTERS TO BE ADDRESSED BY COURT BEFORE TRIAL

None at this time.

Dated this 6th day of August, 2018.

/s/ Alexander G. LeVeque

By: _____

Alan D. Freer (#7706)
Alexander G. LeVeque (#11183)
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

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

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNLAW.COM

SOLOMON
DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

Sdf

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 6th day of August, 2018, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the foregoing **THE ESTATE'S PRETRIAL MEMORANDUM** in the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to EDCR 8.05 (a) and 8.05 (f) and Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the e-mail addresses noted below:

KEMP JONES & COULTHARD, LLP

J. Randall Jones, Esq.

Joshua D. Carlson, Esq.

3800 Howard Hughes Parkway, 17th Floor

Las Vegas, NV 89169

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

/s/ -- Sherry Curtin-Keast

An Employee of Solomon Dwiggin & Freer, LTD.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNLAW.COM

SOLOMON DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS



ESTATE'S EXHIBIT LIST

Case No.: 07P61300
Department: 26/Probate

Hearing/Trial Date: 08/20/2018-08/31/2018
Judge: The Honorable Gloria Sturman
Court Clerk: Lorna Shell
Recorder/Reporter: Kerry Esparza

In the Matter of the Estate of

MILTON I. SCHWARTZ, Deceased.

Counsel for the Estate of Milton I. Schwartz:
Solomon Dwiggins & Freer, Ltd.
Alan D. Freer, Esq.
Alexander G. LeVeque, Esq.

Counsel for The Dr. Miriam and Sheldon G. Adelson
Educational Institute:
Kemp, Jones & Coulthard, LLP
Randall Jones, Esq.
Joshua Carlson, Esq.

Exhibit No.	Date	Exhibit Description	Date Offered	Obj.	Date Admitted
JOINT					
1	00/00/0000	Adelson Prep Brochure			
2	02/16/1990	Assessor's Parcel Ownership History for APN: 138-19-516-001			
3	08/22/1990	Certificate of Amendment of the Articles of Incorporation of The Hebrew Academy			
4	10/18/1990	Minutes of the Board of Trustees of The Milton I. Schwartz Hebrew Academy			
5	12/19/1990	Bylaws of The Milton I. Schwartz Hebrew Academy			
6	04/09/1991	Quitclaim Deed			
7	06/18/1992	The Milton I. Schwartz Hebrew Academy Board Meeting Minutes			
8	07/27/1992	Bylaws of The Milton I. Schwartz Hebrew Academy			
9	12/21/1992	Complaint for Declaratory and Injunctive Relief, The Board of Directors of the Milton I. Schwartz Hebrew Academy v. The Second Board of Directors of The Milton I. Schwartz Hebrew Academy, et al.			
10	04/14/1994	Certificate of Amendment of Articles of Incorporation-Milton I. Schwartz Hebrew Academy			
11	08/25/1994	The Hebrew Academy Board Meeting Minutes			
12	10/19/1994	Certificate of Amendment to the Articles of Incorporation of the Milton I. Schwartz Hebrew Academy			
13	05/07/1996	Minutes of The Hebrew Academy Emergency Board Meeting			

**R=Relevancy, H=Hearsay, A=Authenticity, P=Parol Evidence Rule

Estate's Exhibit List

In the Matter of the Estate of Milton I. Schwartz

Case No. 07P61300

14	05/19/1996	Minutes of the Hebrew Academy Emergency Board Meeting			
15	03/21/1997	Certificate of Amendment of Articles of Incorporation of The Hebrew Academy			
16	02/09/1999	Hebrew Academy Board Meeting minutes			
17	04/14/1999	Bylaws of The Milton I. Schwartz Hebrew Academy			
18	03/07/2000	Hebrew Academy Board Meeting minutes			
19	02/11/2003	Milton I. Schwartz Hebrew Academy Minutes of Board of Trustees			
20	05/13/2003	The Milton I. Schwartz Hebrew Academy Board Meeting minutes			
21	01/13/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting minutes			
22	02/05/2004	Last Will and Testament of Milton I. Schwartz with Codicils			
23	06/06/2005	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting Minutes			
24	01/10/2006	CV of Paul Schiffman			
25	01/10/2006	The Milton I. Schwartz Hebrew Academy. Paul Schiffman accepted the position as Head of School.			
26	01/10/2016	Hebrew Academy Board Meeting and agenda			
27	02/21/2006	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting minutes			
28	04/10/2006	The Dr. Miriam and Sheldon G. Adelson Educational Campus Board of Trustees Meeting			
29	05/09/2006	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting minutes			
30	09/06/2006	The Milton I. Schwartz Hebrew Academy Executive Board of Trustees Meeting minutes			
31	10/05/2006	The Milton I. Schwartz Hebrew Academy Executive Board of Trustees Meeting Minutes			
32	11/08/2006	Executive Committee Meeting Minutes			
33	11/21/2006	Press Release, Groundbreaking Ceremony Held for The Dr. Miriam & Sheldon G. Adelson School			
34	03/14/2007	The Milton I. Schwartz Hebrew Academy, The Dr. Miriam and Sheldon G. Adelson School, Executive Board of Trustees Meeting Minutes			
35	03/16/2007	Letter from Naomi Guy to Parents			
36	03/20/2007	The Dr. Miriam and Sheldon G. Adelson School, The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting minutes			

Estate's Exhibit List

In the Matter of the Estate of Milton I. Schwartz

Case No. 07P61300

37	05/08/2007	The Dr. Miriam and Sheldon G. Adelson High School, The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting minutes			
38	08/14/2007	Certificate of Death, Milton I. Schwartz			
39	09/05/2007	The Dr. Miriam and Sheldon G. Adelson School, The Milton I. Schwartz Hebrew Academy Executive Board of Trustees Meeting minutes			
40	10/09/2007	The Dr. Miriam and Sheldon G. Adelson School, The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting minutes			
41	10/11/2007	Petition for Probate of Will and Codicils and for Issuance of Letters Testamentary			
42	12/13/2007	The Dr. Miriam and Sheldon G. Adelson High School, The Milton I. Schwartz Hebrew Academy, Board of Trustees Meeting minutes			
43	12/13/2007	The Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees			
44	12/13/2007	Letter from Adelson Family Charitable Foundation to Victor Chaltiel, Chairman of the Board of Trustees of The Milton I. Schwartz Hebrew Academy			
45	02/08/2008	The Dr. Miriam and Sheldon G. Adelson Educational Campus Comprehensive Campaign Organization Chart and charts			
46	02/12/2018	The Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees			
47	03/05/2018	The Adelson Educational Campus Milton I. Schwartz Hebrew Academy Executive Board of Trustees Meeting			
48	03/05/2008	The Adelson Educational Campus Milton I. Schwartz Hebrew Academy Executive Board of Trustees Meeting and The Adelson Educational Campus Milton I. Schwartz Hebrew Academy February 12, 2008			
49	03/11/2008	The Milton I. Schwartz Hebrew Academy Meeting Minutes of the Board of Trustees			
50	03/11/2008	The Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees			
51	03/21/2008	Certificate of Amendment to Articles of Incorporation for Nonprofit Corporation			
52	08/28/2008	Letter from A. Jonathan Schwartz to Paul Schiffman			
53	00/00/2009	Brochure entitled "The Adelson Educational Campus "Where your child's 2009 tuition dollar goes."			
54	02/18/2009	Adelson Educational Campus Executive Board of Trustee Meeting			

55	05/10/2010	Letter from A. Johnathan Schwartz to Sheldon G. Adelson			
56	06/08/2010	Minutes for Adelson Educational Campus Board of Trustees Meeting minutes			
57	10/04/2010	Dr. Miriam and Sheldon G. Adelson Educational Institute Secretary's Certificate and Resolutions of the Board of Trustees			
58	10/05/2010	Adelson Education Campus Executive Board of Trustee Meeting			
59	12/31/2012	Gift Agreement from Dr. Miriam and Sheldon G. Adelson Educational Institute of \$50,000 to the Adelson School			
60	01/08/2013	The Dr. Miriam and Sheldon G. Adelson Educational Campus, Board Meeting minutes			
61	05/03/2013	Petition to Compel Distribution, for Accounting and for Attorneys'			
62	05/28/2013	Petition for Declaratory Relief			
63	05/23/2018	Adelson Education Campus Website printout			
64	05/23/2018	Adelson Campus Website printout – "Education for Life"			
THE ESTATE OF MILTON I. SCHWARTZ					
100	00/00/0000	Website Printout for Adelson Educational Campos			
101	00/00/0000	Adelson Campus Website Printout			
102	00/00/0000	Chairman's Report, Victor Chaltiel			
103	00/00/0000	Milton Schwartz Hebrew Academy, MIS Contributions/Donations (CONFIDENTIAL)			
104	00/00/0000	Bylaws of The Milton I. Schwartz Hebrew Academy			
105	00/00/0000	Las Vegas Review Journal Article, dated December 9, "Setting for Hebrew Academy inspiring			
106	01/28/1987	Bylaws of The Hebrew Academy			
107	10/23/1987	Letter from Joana Poster to Lenard E. Schwartz			
108	08/04/1989	The Hebrew Academy, Minutes of the Board of Trustees			
109	08/14/1989	The Hebrew Academy, Minutes of the Board of Trustees, Special Meeting			
110	08/14/1989	Copies of Checks Payable to the Hebrew Academy from Milton I. Schwartz			
111	08/14/1989	Letter to Milton I. Schwartz			
112	08/21/1989	Las Vegas Sun Article, "Academy given \$500,000			
113	10/02/1989	Letter from Carolyn & Oscar Goodman to Milton Schwartz			

Estate's Exhibit List

In the Matter of the Estate of Milton I. Schwartz

Case No. 07P61300

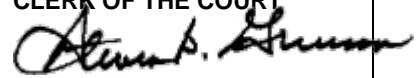
114	10/17/1989	Letter from Milton I. Schwartz to Carolyn Goodman (EST-00037)			
115	01/18/1990	The Hebrew Academy Board of Trustees Minutes			
116	08/30/1990	Letter from Fredric I. Berkley, Esq. to Milton I. Schwartz			
117	10/11/1990	Letter from Lenard Schwartz to Jack Wallis, Nevada State Bank			
118	12/14/1990	Memo No. 12 to Parents from Dr. Tamar Lubin			
119	01/11/1991	Article, "Mezuzah Ceremony Highlights Milton I. Schwartz Hebrew Academy Dedication"			
120	07/17/1992	Letter from Lenard Schwartz to Milton I. Schwartz			
121	07/24/1992	Letter from Daniel Goldfarb to Milton I. Schwartz			
122	12/16/1992	The Hebrew Academy Executive Board Meeting Minutes			
123	02/19/1993	Supplemental Affidavit of Michael Novick			
124	02/22/1993	Supplemental Affidavit of Milton I. Schwartz			
125	03/11/1993	Affidavit of Tamar Lubin aka Tamar Lubin Saposhnik			
126	03/31/1993	Second Supplemental Affidavit of Milton I. Schwartz			
127	02/22/1994	Letter from Milton Schwartz to R. Epstein			
128	07/26/1994	Stipulation and Order for Dismissal with Prejudice			
129	08/10/1995	Letter from Milton I. Schwartz to Fred Berkley			
130	05/23/1996	Letter from Roberta Sabbath to Milton I. Schwartz			
131	04/14/2003	Article titled, "Adelsons announce gift at gala to build new Hebrew School"			
132	00/00/2006	Announcement of informational meeting for The Adelson School			
133	01/10/2006	Dr. Miriam & Sheldon Adelson College Preparatory School Update			
134	05/08/2006	Letter from Victor Chaltiel and Rhonda Glyman to Hebrew Academy Board Members and Campus Project Leaders			
135	05/22/2006	Letter from Meyer L. Bodoff, President/CEO, United Jewish Community/Jewish Federation of Las Vegas to Milton I. Schwartz Hebrew Academy			
136	00/00/2006	Tuition Fee Schedule for 2006-2007 School Year for The Milton I. Schwartz Hebrew Academy			
137	00/00/2007	Tribute Journal Order Form for the 2007 Gala			

138	00/00/2007	In Pursuit of Excellence Commemorate Booklet for Gala Honoring Milton I. Schwartz			
139	05/17/2007	Article, "Schwartz receives Pursuit of Excellence Award at gala"			
140	06/21/2007	Video of Interview between Dr. Miriam Adelson and Milton I. Schwartz			
141	06/21/2007	Partial DVD Transcription of Milton I. Schwartz Interview			
142	00/00/2008	Proposed Calendar for 2008-2009 School Year of The Milton I. Schwartz Hebrew Academy/The Dr. Miriam & Sheldon G. Adelson School			
143	01/10/2008	The Dr. Miriam and Sheldon G. Adelson Educational Institute Board of Trustees Meeting minutes			
144	02/08/2008	Kay Lau & Associates, Comprehensive Campaign Brochure, The Dr. Miriam and Sheldon G. Adelson Education Campus, The Gift of Education for Life			
145	04/17/2008	Letter from Paul Schiffman to A. Jonathan Schwartz			
146	05/28/2008	Letter from the 2008 Gala Committee to A. Jonathan Schwartz			
147	00/00/2009	The Dr. Miriam and Sheldon G. Adelson Educational Campus, The Adelson Middle & Upper School, The Milton I. Schwartz Hebrew Academy School Calendar for 2009-2010			
148	03/04/2010	Letter from Davida Sims to Jonathan Schwartz			
149	06/28/2010	The Milton I. Schwartz Hebrew Academy mailing to Johnathan Schwartz			
150	12/02/2011	Letter from the 2011-2012 Gala Committee to Jonathan Schwartz			
151	04/12/2013	Secretary of State Documents)			
152	05/20/2014	Declaration of Susan Pacheco			
153	01/29/2015	Expert Report of Rabbi Yitzchak Wyne			
154		Steve Wessles DVDs: a. Milton IS 1-5-07 #1 INT 2; b. Milton Int 5/26/07 3; c. Milton Int #1 & Miriam 6/12/07; d. Milton Int. #2 & Mirian 6/12/07 5; e. *2007 – Milton & Kids Library Victor Int 1; f. School Shoot #2; g. Adelson High Ground Breaking JVC HDV Camera 11/21/06; h. Adelson High Ground Breaking; i. Milton Pigeons; j. Int. Tape #1 Paul S. & Victor;			

		k. Milton I. Schwartz “That’s My Story” 60 minutes; and l. Milton I. Schwartz: Three Movies; 1. Milton I. Schwartz: That’s My Story 60 minutes			
155		08/05/2018, Image of The Milton Il Schwartz Hebrew Academy			
156		08/05/2018, Google Maps Overview of 99700 Hillpointe Road			

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58



Alan D. Freer (#7706)
Alexander G. LeVeque (#11183)
SOLOMON DWIGGINS & FREER, LTD.
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Telephone: (702) 853-5483
Facsimile: (702) 853-5485

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Case No.: P-13-061300-E
Dept. No.: XXVI/Probate
Date of Conference: August 3, 2018
Time of Conference: 9:30 a.m.

THE ESTATE'S PRETRIAL MEMORANDUM

Date of Pretrial Conference: August 3, 2018
Location of Pretrial Conference: Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Counsel Present:
Estate of Milton I. Schwartz: Alexander G. LeVeque, Esq.
**The Dr. Miriam & Sheldon G.
Adelson Educational Institute:** J. Randall Jones, Esq. & Joshua D. Carlson, Esq.

I.

BRIEF STATEMENT OF FACTS

This case is about a legal dispute between the private school presently known as the Dr. Miriam and Sheldon G. Adelson Educational Institute (the "School") and the Estate of the late Milton I. Schwartz (the "Estate"). There are two primary disputes in this lawsuit:

1. The School alleges that the Estate is legally obligated to pay the School \$500,000 pursuant to a gift made by the late Milton I. Schwartz in his Last Will and Testament.
2. The Estate alleges that the School violated a legally enforceable agreement between the School and the late Milton I. Schwartz for naming rights to the School.

1 The School initiated this action by filing a petition in probate court to compel the Estate to
2 pay the \$500,000 gift to the School. After the School filed its probate petition, the Estate brought
3 claims against the School seeking to enforce the alleged naming rights agreement between the late
4 Milton I. Schwartz and the School. The Estate has denied the School's allegations and the School
5 has denied the Estate's allegations.

6 **A. THE ESTATE'S STATEMENT OF FACTS**

7 Milton I. Schwartz ("Milton") was instrumental in acquiring the land and raising funds for
8 the construction of the School at its current Hillpointe location back in the late 1980s. In August
9 of 1989, Milton personally donated \$500,000 to the School in return for which the School would
10 guarantee that its name would change in perpetuity to the Milton I. Schwartz Hebrew Academy
11 ("MISHA") (the "Schwartz Naming Rights Agreement"). Evidence of both the formation and
12 performance of the Schwartz Naming Rights Agreement is abundant. Milton testified as to its
13 formation and terms in two affidavits and did Dr. Roberta Sabbath and Dr. Lubin, both of whom
14 negotiated the Schwartz Naming Rights Agreement on behalf of the School. In addition, other
15 board members of the School (e.g. Leonard Schwartz, Samuel Ventura and Neville Pokroy)
16 have testified as to its existence. Indeed, the School changed its corporate name from "The
17 Hebrew Academy" and amended its Bylaws to state that the name of the School shall be MISHA
18 "in perpetuity."

19 Starting in or about 2004, Sheldon and Miriam Adelson began discussions with the
20 School's board (which included Milton) about making a charitable contribution to the School to
21 fund the construction of a high school on the School's property. The Adelson's original idea was
22 to build a high school and a new Jewish Community Center. In 2006, the School began
23 construction on the high school.

24 In August of 2007, Milton passed away. Before Milton's death, MISHA operated as
25 grades K-8 of the School and the Adelson's school operated as the high school on the MISHA
26 campus. However, just four months after Milton's death, the School's board passed a resolution
27 which caused the following: (1) the acceptance of a grant from the Adelson Family Charitable
28 Foundation subject to certain conditions; (2) the changing, in perpetuity, of the School's legal

1 name from MISHA to “The Dr. Miriam and Sheldon G. Adelson Educational Institute” (the
2 “Adelson Institute”); (3) reducing Milton’s namesake from K-8 to K-4 (the elementary grades);
3 and (4) an amendment to the School’s Bylaws to reflect the School’s corporate name change to
4 the Adelson Institute in perpetuity. Presently, and notwithstanding the School’s own resolution to
5 keep the elementary grades of the School named in honor of Milton in perpetuity, the School has
6 completely removed Milton’s namesake.

7 This case boils down to a gamble that the School made. The Adelsons have given over
8 \$100 million to the School since they committed to build the high school. At trial, the evidence in
9 this case will demonstrate that the School took a calculated risk in breaching the Schwartz
10 Naming Rights Agreement in exchange for the Adelsons’ gift.

11 The Estate seeks damages and specific performance to remedy the School’s breach of the
12 Schwartz Naming Rights Agreement. As to the former, the Estate seeks reimbursement of the
13 initial \$500,000 that Milton gave a consideration for the Schwartz Naming Rights Agreement
14 (restitution damages) and reimbursement of the additional gifts Milton made from 1989 through
15 his death (reliance damages). According to Milton’s bookkeeper (who was also Acting Secretary
16 of the School’s Executive Board from 1988-1990), total restitution and reliance damages,
17 excluding interest, is approximately \$1,055,853.75. As to the latter, the Estate seeks an order
18 mandating that the School restore its legal name to the Milton I. Schwartz Hebrew Academy as
19 well as grades K-8, the original building on the Hillpointe campus, and the campus itself.

20 With regard to the dispute concerning the \$500,000 bequest to the School in Milton’s Last
21 Will and Testament, the Estate claims that the bequest lapsed because it was made specifically to
22 “The Milton I. Schwartz Hebrew Academy,” the School bearing Milton’s name, which no longer
23 exists. The Estate contends that the bequest lapses as a matter of law because (1) there is no
24 “Milton I. Schwartz Hebrew Academy”; (2) there is no successor clause in the Will; and (3) any
25 failed gifts pass through to the residual beneficiary which is Milton’s trust. Alternatively, if the
26 Court determines that there is a latent ambiguity, all of the extrinsic evidence that Estate
27 anticipates will be admitted at trial overwhelmingly demonstrates that Milton’s intent was for the
28 bequest to be given to the school bearing his name.

1 II.

2 LIST OF ALL CLAIMS FOR RELIEF

3 A. THE ESTATE'S CLAIMS (PETITION FOR DECLARATORY RELIEF AND SUPPLEMENT)

4 1. Construction of Will (First Claim for Relief, pp. 6-7)

5 The Estate seeks a declaratory judgment from the Court that the \$500,000 bequest to the
6 School in the Last Will and Testament of Milton I. Schwartz lapsed because there is no existing
7 entity named after Milton I. Schwartz on a perpetual basis.

8 2. Fraud in the Inducement (Second Claim for Relief, p. 7)

9 The elements of fraud in the inducement are as follows: (1) a false representation made by
10 the Board of Trustees to Mr. Schwartz; (2) the Board of Trustees' knowledge or belief that the
11 representation was false (or knowledge that it had an insufficient basis for making the
12 representation); (3) the Board of Trustees' intention therewith to induce Mr. Schwartz to consent
13 to the agreement; (4) Mr. Schwartz's justifiable reliance upon the Board of Trustees'
14 misrepresentation; and (5) damages to Mr. Schwartz resulting from his reliance. *See J.A. Jones*
15 *Const. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 290 (2004).

16 Based on the anticipated evidence to be admitted at trial, it is clear that the Board of
17 Trustees represented to Mr. Schwartz that the name of the School would be changed to MISHA in
18 perpetuity on multiple occasions. Either these representations were false or the School breached
19 its agreement when it took affirmative steps to change the name of the school.

20 After the School's initial breach of their agreement in the early 1990s, Mr. Schwartz
21 ceased providing financial support to the School. Realizing the School needed additional funding,
22 and taking into account that Mr. Schwartz was a major donor, in 1996, the Board of Trustees
23 again represented to Mr. Schwartz that it would rename the school to MISHA in perpetuity in
24 order to induce Mr. Schwartz to resume his financial donations and contributions to the School.

25 As a result of the Board's representations and conduct, Mr. Schwartz resumed his
26 financial contributions and solicitation. Moreover, and in reliance upon the School's
27 representations, Mr. Schwartz devised a specific bequest within his Will to provide additional
28 financial assistance to MISHA after his death. As such, Mr. Schwartz justifiably relied upon the

1 school's representations.

2 The Estate seeks both declaratory relief concerning the voidability of the \$500,000
3 bequest and damages proximately caused. The Estate also seeks punitive damages.

4 **3. Breach of Contract (Fifth Claim for Relief, p. 9)**

5 The Schwartz Naming Rights Agreement is a valid and enforceable contract under Nevada
6 law. The Estate seeks damages and specific performance to remedy the School's breach of the
7 Schwartz Naming Rights Agreement. As to the former, the Estate seeks reimbursement of the
8 initial \$500,000 that Milton gave a consideration for the Schwartz Naming Rights Agreement
9 (restitution damages) and reimbursement of the additional gifts Milton made from 1989 through
10 his death (reliance damages). According to Milton's bookkeeper (who was also Acting Secretary
11 of the School's Executive Board from 1988-1990), total restitution and reliance damages,
12 excluding interest, is approximately \$1,055,853.75. As to the latter, the Estate seeks an order
13 mandating that the School restore its legal name to the Milton I. Schwartz Hebrew Academy as
14 well as grades K-8 and the original building on the Hillpointe campus.

15 **4. Promissory Estoppel (Sixth Claim for Relief, pp. 9-10)**

16 Even if the Schwartz Naming Rights Agreement is not a legally enforceable contract,
17 Milton nevertheless relied on the School's promise to his detriment. The Estate is, therefore,
18 entitled to restitution of all monies that Milton gave the School in reliance of the School's
19 promise, which, excluding prejudgment interest, is approximately \$1,055,853.75.

20 **III.**

21 **LIST OF AFFIRMATIVE DEFENSES**

22 **A. THE ESTATE'S AFFIRMATIVE DEFENSES**

- 23 1. Bequest Void for Mistake (Third Claim for Relief, p. 8)
- 24 2. Offset of Bequest Under Will (Fourth Claim for Relief, p. 8; Objection to School's
25 Petition, at p. 7)
- 26 3. Revocation of Gift and Constructive Trust
- 27 4. Fraud in the Inducement (Objection to School's Petition, at p. 7)
- 28

1 IV.

2 LIST OF CLAIMS OR DEFENSES TO BE ABANDONED

3 A. FOR THE ESTATE

- 4 1. Affirmative Defense - Bequest to the School is abated.

5 V.

6 LIST OF ALL EXHIBITS

7 Please refer to the Joint Exhibit List attached hereto at Exhibit A.

8 Exhibits 1 through 63 are the parties Joint (agreed upon) exhibits.

9 Exhibits 100 through 156 are The Estate's exhibits.

10 The Estate reserves the right to use certain demonstrative exhibits at time of trial which
11 may not have been previously designated within the Parties' Exhibit List. The Estate also
12 reserves the right to object to any exhibit being offered by any party herein which has not been
13 previously produced during the normal course of discovery proceedings as mandated by NRCP
14 16.1. The Parties further reserve the right to object to any demonstrative exhibit used at the time
15 of trial by any other Party in this matter.

16 VI.

17 EVIDENTIARY AGREEMENTS

18 The parties have stipulated to the admissibility of exhibits 1 through 63, on Exhibit 1,
19 attached hereto. The Estate has stipulated to only authenticity and foundation as certain exhibits
20 identified by the School. The following is a table setting forth each exhibit identified by the
21 School that the Estate has stipulated to authenticity and foundation:

Exhibit No.	Description
203 authenticity only	Naming Rights – Legacy Gifts & Corporate Money. Author: Terry Burton
204	Attachment to Certificate of Amendment to Articles of Incorporation of the Milton I. Schwartz Hebrew Academy, Resolutions of the Board of Trustees
205	IRS form 706 - Redacted pages re: Charitable Bequests: Milton I. Schwartz Hebrew Academy Education/Religious in the amount of \$500,000.
206	Trustees meeting minutes and Agenda
208	Hebrew Academy Board Meeting
211	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board Meeting - Let from PNAIS Pacific Northwest Association

212	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.
215	Adelson Educational Campus Board of Trustee Meeting
217 authenticity only	From Chaos to Order. Author: Tamar Lubin Saposhnik, Ph.D.

VII.

LIST OF WITNESSES

A. THE ESTATE'S WITNESSES

1. Jonathan Schwartz
c/o Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
2. Dr. Miriam Adelson
c/o Kemp Jones & Coulthard
3800 Howard Hughes Parkway
Las Vegas, Nevada 89169
3. Sheldon Adelson
c/o Kemp Jones & Coulthard
3800 Howard Hughes Parkway
Las Vegas, Nevada 89169
4. Custodian of Records for
The Dr. Miriam and Sheldon G. Adelson Educational Institute
c/o Kemp Jones & Coulthard
3800 Howard Hughes Parkway
Las Vegas, Nevada 89169
5. Susan Pacheco
c/o Solomon Dwiggins & Freer, Ltd.
9060 W. Cheyenne Avenue
Las Vegas, Nevada 89129
6. Neville Pokroy
653 Town Center Drive
Building 2, Suite 70
Las Vegas, Nevada 89144
7. Roberta Sabbath
2550 Hayesville Avenue
Henderson, Nevada 89052
8. Lenard Schwartzer
c/o Schwartzer & McPherson Law Firm
2850 S. Jones Boulevard, Suite 1
Las Vegas, Nevada 89146

9. Paul Schiffman
325 Main Street, Apt. 4B
White Plains, NY 10601
10. Samuel Ventura
4431 S. Eastern Avenue, Suite 2
Las Vegas, Nevada 89119
11. Carol Zucker
c/o Kamer Zucker Abbot
3000 West Charleston Boulevard, Suite 3
Las Vegas, Nevada 89102
12. Dan Saposhnik
1025 Sable Mist Court
Las Vegas, Nevada 89144
13. Layne T. Rushforth, Esq.
Rushforth Lee & Kiefer LLC
1707 Village Center Circle, Suite 150
Las Vegas, Nevada 89134
14. Rabbi Yitzchak Wyne
Young Israel Aish Las Vegas
9590 W. Sahara Avenue
Las Vegas, Nevada 89117

The Estate reserves the right to call any other witnesses identified in their NRCP 16.1(a)(3) disclosures for any purpose.

VIII.

BRIEF STATEMENT OF EACH PRINCIPAL ISSUE OF LAW WHICH MAY BE CONTESTED AT THE TIME OF TRIAL

A. THE ESTATE

1. The School has waived the affirmative defenses of statute of frauds and statute of limitations.

The School has never filed a responsive pleading to the Estate's pleading. Accordingly, all defenses which are required to be affirmatively pled pursuant to NRCP 8(c), including, but not limited to, statute of limitations and statute of frauds, have been waived. See *Elliot v. Resnick*, 114 Nev. 25, 30, 952 P.2d 961, 964 (1998) ("If affirmative defenses are not pleaded or tried by consent, they are waived.") (citing *Idaho Resources v. Freeport-McMoran Gold*, 110 Nev. 459, 874 P.2d 742, 743 (1994)); *Webb v. Clark Cty. Sch. Dist.*, 125 Nev. 611, 620, 218 P.3d 1239,

1 1245 (2009) (holding that a party may waive a statutory affirmative defense if the party fails to
 2 timely raise it); *Hubbard v. State*, 110 Nev. 671, 877 P.2d 519 (1994) (holding that a statute of
 3 limitations defense is a non-jurisdictional defense that must be asserted by the defendant or else it
 4 is waived); and *Coray v. Hom*, 80 Nev. 39, 40, 389 P.2d 76, 77 (1964) (concluding that the
 5 affirmative defense of statute of frauds not pleaded affirmatively was waived). Moreover, the
 6 deadline for the School to present and/or amend pleadings to include an affirmative defense of
 7 statute of limitations and/or statute of frauds was years ago. See NRCP 16.1(c)(6) (deadline to
 8 amend pleadings 90 days prior to close of discovery). Accordingly, the School should be
 9 precluded from asserting said defenses prior to and during trial.

10 **2. The School could not demand from Milton additional consideration for**
 11 **continued performance of the Schwartz Naming Rights Agreement.**

12 On May 25, 2018, Sheldon Adelson was deposed. During his deposition, Mr. Adelson
 13 testified that the School removed Milton's namesake from the School because his Will did not
 14 include an approximate \$2 million that Milton allegedly committed to. It is well-settled in Nevada
 15 that the "preexisting duty rule" bars a contracting party from demanding additional consideration
 16 from the other party on the threat of refusing to continue to perform preexisting contractual
 17 obligations:

18 Where two parties have entered into a bilateral agreement, it will often occur that
 19 one of the parties, having become dissatisfied with the contract, will refuse to
 20 perform or to continue performance unless he is promised or paid a greater
 21 compensation than that provided in the original agreement.... [T]he question arises
 22 whether the new [agreement to pay more money] is enforceable.

23

24 As a matter of principle, the second agreement must be held invalid, for the
 25 performance by the recalcitrant contractor is no legal detriment to him whether
 actually given or merely promised, since, at the time the second agreement was
 entered into, he was already bound to do the [performance]; nor is the
 performance or promise to perform under the second agreement a legal benefit to
 the promisor, since he was already entitled to have the [performance].

This principle is commonly known as the preexisting duty rule and is recognized
 in Nevada.

26 *Zhang v. Eighth Jud. Dist. Ct.*, 120 Nev. 1037, 1040–41, 103 P.3d 20, 23 (2004) (abrogated on
 27 unrelated grounds by *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 181 P.3d 670
 28 (2008)); see also *County of Clark v. Bonanza No. 1*, 96 Nev. 643, 650-51, 615 P.2d 939, 944

(1980) (“Consideration is not adequate when it is a mere promise to perform that which the promisor is already bound to do.”)

Here, the School was already legally obligated to hold itself out as the Milton I. Schwartz Hebrew Academy in perpetuity pursuant to the Schwartz Naming Rights Agreement. Accordingly, Mr. Adelson’s testimony is irrelevant because the School already owed Milton a preexisting duty.

X.

TRIAL TIME ESTIMATE

Two to three weeks.

XI.

OTHER MATTERS TO BE ADDRESSED BY COURT BEFORE TRIAL

None at this time.

Dated this 6th day of August, 2018.

/s/ Alexander G. LeVeque

By: _____

Alan D. Freer (#7706)
Alexander G. LeVeque (#11183)
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

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

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNLAW.COM

SOLOMON
DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 6th day of August, 2018, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the foregoing **THE ESTATE'S PRETRIAL MEMORANDUM** in the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to EDCR 8.05 (a) and 8.05 (f) and Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the e-mail addresses noted below:

KEMP JONES & COULTHARD, LLP

J. Randall Jones, Esq.

Joshua D. Carlson, Esq.

3800 Howard Hughes Parkway, 17th Floor

Las Vegas, NV 89169

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

/s/ -- Sherry Curtin-Keast

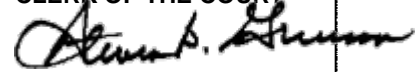
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*Attorneys for The Dr. Miriam and
Sheldon G. Adelson Educational Institute*

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of

MILTON I. SCHWARTZ,

Deceased.

Case No.: 07-P-061300
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Date of Conference: August 3, 2018
Time of Conference: 9:30 a.m.

THE ADELSON CAMPUS' PRE-TRIAL MEMORANDUM

Date of Pretrial Conference: August 3, 2018

Location of Pretrial Conference: Solomon Dwiggins & Freer, Ltd.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Counsel Present:

Estate of Milton I. Schwartz: Alan D. Freer, Esq. & Alex G. LeVeque, Esq.

**The Dr. Miriam & Sheldon G.
Adelson Educational Institute:** J. Randall Jones, Esq. & Joshua D. Carlson, Esq.

I.

BRIEF STATEMENT OF FACTS

This case is about a legal dispute between the private school presently known as the Dr. Miriam and Sheldon G. Adelson Educational Institute (the "School") and the Estate of the late Milton I. Schwartz (the "Estate"). There are two primary disputes in this lawsuit:

1. The School alleges that the Estate is legally obligated to pay the School \$500,000 pursuant to a gift made by the late Milton I. Schwartz in his Last Will and Testament.
2. The Estate alleges that the School violated a legally enforceable agreement between

1 the School and the late Milton I. Schwartz for naming rights to the School.

2 The School initiated this action by filing a petition in probate court to compel the Estate
3 to pay the \$500,000 gift to the School. After the School filed its probate petition, the Estate
4 brought claims against the School seeking to enforce the alleged naming rights agreement
5 between the late Milton I. Schwartz and the School. The Estate has denied the School's
6 allegations and the School has denied the Estate's allegations.

7 **A. THE ADELSON CAMPUS' STATEMENT OF FACTS**

8 Milton I. Schwartz passed away on August 9, 2007. Prior to passing, he left a Last Will
9 and Testament (the "Will") dated February 5, 2004 and two codicils dated January 27, 2006 and
10 July 21, 2006. Milton Schwartz drafted the Will himself. The Will contains an unambiguous
11 \$500,000 bequest (the "Bequest") to the Milton I. Schwartz Hebrew Academy as provided:

12 **2.3 The Milton I. Schwartz Hebrew Academy. I hereby give, devise, and**
13 **bequeath the sum of five hundred thousand dollars (\$500,000.00) to the**
14 **Milton I. Schwartz Hebrew Academy (the, "Hebrew Academy")... If, at**
15 **the time of my death, there is a bank or lender mortgage (the "mortgage")**
16 **upon which I, my heirs, assigns or successors in interest are obligated as a**
17 **guarantor on behalf of the Hebrew Academy, the gift shall go first to reduce**
18 **or expunge the mortgage... In the event that no mortgage exists at the time of**
19 **my death the entire \$500,000.00 amount shall go to the Hebrew Academy**
20 **for the purpose of funding scholarships to educate Jewish children only.**
21 **(emphasis added).**

22 Neither codicil contains any provision that mentions the Bequest or is otherwise relevant to this
23 action. At the time Milton Schwartz passed away, the school, including both the building and
24 the corporate entity, was named the Milton I. Schwartz Hebrew Academy. The \$1.8 million
25 mortgage that existed on the property at the time of Milton Schwartz's passing was paid off and
26 extinguished on or about November 2, 2010, from a portion of the proceeds from a generous
27 \$25 million donation made by the Adelsons to the school.

28 Pursuant to the December 13, 2007 \$3 million grant to the school, the Adelsons and the
school agreed to name the future high school and middle school facilities "The Dr. Miriam and
Sheldon G. Adelson Upper School" and "The Dr. Miriam and Sheldon G. Adelson Middle
School," respectively. It was also agreed as part of the grant agreement that the entity would
change its corporate name to the "Dr. Miriam and Sheldon G. Adelson Educational Institute"

1 and the entire educational campus would be referred to as "The Dr. Miriam & Sheldon G.
2 Adelson Educational Campus." On March 21, 2008, a Certificate of Amendment to Articles of
3 Incorporation was filed with the Nevada Secretary of State indicating that the corporation
4 known as the "Milton I. Schwartz Hebrew Academy" was being renamed "The Dr. Miriam and
5 Sheldon G. Adelson Educational Institute. The building housing the lower school (grades pre-
6 school through 4th grade) remained named the Milton I. Schwartz Hebrew Academy until late
7 2013.

8 No later than 2008, the Board became aware of the Bequest, according to a letter from
9 Jonathan Schwartz, and entered into discussions with Jonathan Schwartz to receive the Bequest.
10 Jonathan Schwartz refused on multiple occasions to grant the Bequest unless the school signed
11 an agreement that memorialized what he claims to be the terms of a naming rights agreement.
12 Specifically, it is the Estate's position that the campus, middle school, lower school and any
13 future buildings or expansions of the campus should be named after Milton Schwartz, while it
14 was agreed to that the high school could be named after the Adelsons. In spite of the Estate's
15 naming rights position, there is no written agreement between Milton Schwartz and the school
16 that discusses any naming rights, especially rights as expansive as the Estate asserts exist in this
17 matter.

18 On May 3, 2013, the Adelson Campus filed a petition to compel the Estate to honor the
19 \$500,000 Bequest in Milton Schwartz's Will. Jonathan Schwartz has not made the gift pursuant
20 to the Bequest and refuses to make it. After years of trying to get the Estate to pay the
21 unambiguous Bequest, the Board ultimately voted and removed Milton Schwartz's name from
22 the lower school in late 2013 due to the Estate's failure to pay the Bequest.

23 Jonathan Schwartz admitted that he was aware of actions beginning in 2008 that he
24 contends constitutes a breach of the alleged naming rights agreement and which form the basis
25 of the Estate's Petition for Declaratory Relief. At a minimum, Jonathan Schwartz admits that he
26 was on notice of an alleged breach as of March 2010. *See* Verified Petition at 5:10-11.
27 However, the Estate did not bring their claims until May of 2013, after the expiration of the
28 statute of limitations.

1 **II.**

2 **LIST OF ALL CLAIMS FOR RELIEF**

3 **A. THE ADELSON CAMPUS' CLAIMS**

4 1. Declaratory Relief to compel the Executor to distribute the \$500,000 to the
5 school. *See* The Adelson Campus' Petition to Compel Distribution, for Accounting and for
6 Attorneys' Fees filed May 3, 2013.

7 **III.**

8 **LIST OF AFFIRMATIVE DEFENSES**

9 **A. THE ADELSON CAMPUS' AFFIRMATIVE DEFENSES**

10 Affirmative defenses are not applicable to a probate petition as evidence by the Estate
11 having failed to file an Answer with affirmative defenses to the Campus' Petition to Compel
12 Distribution, for Accounting and for Attorneys' Fees. The Adelson Campus has, however,
13 noted its objections to the Estate's counter petition as follows:

- 14 • Failure to state a claim upon which relief can be granted (*See* The Adelson Campus'
15 Motion to Dismiss filed June 12, 2013);
- 16 • The Estate has failed to timely institute an action, including its claims for relief included
17 in the Petition for Declaratory Relief, including, but not limited to for breach of contract
18 and fraud in the inducement (*See* The Adelson Campus' Reply in Support of Motion to
19 Dismiss Executor's Petition for Declaratory Relief filed October 2, 2013 at pp. 7-10);
- 20 • Failure to have a valid naming rights agreement pursuant to the Statute of Frauds (*See*
21 The Adelson Campus' Reply in Support of Motion to Dismiss Executor's Petition for
22 Declaratory Relief filed October 2, 2013 at pp. 9-10);
- 23 • The Estate's Petition must be dismissed for failing to timely contest the Will within the
24 statute of limitations period pursuant to NRS 137.010(1) (*See* The Adelson Campus'
25 Motion to Dismiss filed June 12, 2013 at pp. 8-9);
- 26 • The Will Bequest is unambiguous (*See* The Adelson Campus' Motion to Dismiss filed
27 June 12, 2013 at pp.6-7);
- The Estate cannot prevail under the doctrine of unclean hands;
- Pursuant to NRCP 12(h)(2) a defense of failure to state a claim upon which relief can be
granted may be made in any pleading permitted under NRCP 7(a), or by motion for
judgment on the pleadings, or at the trial on the merits.
- The Estate has improperly plead remedies as affirmative causes of action, thus the Estate
cannot prevail on this alleged causes of action;

28 ///

IV.

LIST OF CLAIMS OR DEFENSES TO BE ABANDONED

A. FOR THE ADELSON CAMPUS

No claims or defenses have been abandoned.

V.

LIST OF ALL EXHIBITS

Please refer to the Joint Exhibit List attached to the Estate's Pre-Trial Memorandum at Exhibit A.

Exhibits 1 through 63 are the parties Joint (agreed upon) exhibits.

Exhibits 200 through 1121 are the Adelson Campus' exhibits, attached hereto as **Exhibit 1.**

The Parties reserve the right to use certain demonstrative exhibits at time of trial which may not have been previously designated within the Parties' Exhibit List. The Parties also reserve the right to object to any exhibit being offered by any party herein which has not been previously produced during the normal course of discovery proceedings as mandated by NRCP 16.1. The Parties further reserve the right to object to any demonstrative exhibit used at the time of trial by any other Party in this matter.

VI.

EVIDENTIARY AGREEMENTS

The Parties have stipulated to the admissibility of exhibits 1 through 63, on Exhibit 1, attached hereto. The Parties have stipulated to only authenticity and foundation as to others. The following is a table setting forth each exhibit identified by the School that the Estate has stipulated to authenticity and foundation:

Exhibit No.	Description
203 authenticity only	Naming Rights – Legacy Gifts & Corporate Money. Author: Terry Burton
204	Attachment to Certificate of Amendment to Articles of Incorporation of the Milton I. Schwartz Hebrew Academy, Resolutions of the Board of Trustees
205	IRS form 706 - Redacted pages re: Charitable Bequests: Milton I. Schwartz Hebrew Academy Education/Religious in the amount of \$500,000.
206	Trustees meeting minutes and Agenda
208	Hebrew Academy Board Meeting

211	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board Meeting Let from PNAIS Pacific Northwest Association
212	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.
215	Adelson Educational Campus Board of Trustee Meeting
217 authenticity only	From Chaos to Order. Author: Tamar Lubin Saposhnik, Ph.D.

VII.

LIST OF WITNESSES

A. THE ADELSON CAMPUS' WITNESSES

1. Sheldon Adelson
c/o Kemp Jones & Coulthard
3800 Howard Hughes Parkway
Las Vegas, Nevada 89169
2. Dr. Tamar Lubin-Saposhnick
10401 W. Charleston Boulevard
Las Vegas, Nevada 89135
3. Paul Schiffman
325 Main Street, Apt. 4B
White Plains, NY 10601
4. Sam Ventura
3820 Topaz
Las Vegas, Nevada 89121
5. Roberta Sabbath
2550 Hayesville Avenue
Henderson, Nevada 89052
6. Phillip Kantor
9408 Provence Garden Lane
Las Vegas, Nevada 89145

The Parties reserve the right to call any other witnesses identified in their NRCF 16.1(a)(3) disclosures for any purpose.

///

VIII.
BRIEF STATEMENT OF EACH PRINCIPAL ISSUE OF LAW WHICH MAY BE
CONTESTED AT THE TIME OF TRIAL

A. THE ADELSON CAMPUS

1. The Will Bequest is Unambiguous.

The Executor, Jonathan Schwartz, testified in his deposition that the Will and codicils are unambiguous. *See* J. Schwartz Dep. March 5, 2014 at 28:10-12. The Will unambiguously provides for a \$500,000 bequest to the Milton I. Schwartz Hebrew Academy “for the purpose of funding scholarships to educate Jewish children only.” In pertinent part the Bequest is as follows:

2.3 The Milton I. Schwartz Hebrew Academy. I hereby give, devise, and bequeath the sum of five hundred thousand dollars (\$500,000.00) to the Milton I. Schwartz Hebrew Academy (the, “Hebrew Academy”)... If, at the time of my death, there is a bank or lender mortgage (the “mortgage”) upon which I, my heirs, assigns or successors in interest are obligated as a guarantor on behalf of the Hebrew Academy, the gift shall go first to reduce or expunge the mortgage... In the event that no mortgage exists at the time of my death the entire \$500,000.00 amount shall go to the Hebrew Academy for the purpose of funding scholarships to educate Jewish children only. (emphasis added).

See Frei ex rel. Litem v. Goodsell, 129 Nev. 403, 409, 305 P.3d 70, 73–74 (2013) (the unambiguous language of an estate document is dispositive in establishing a testator's intent); *see also* 80 Am. Jur. 2d Wills § 989 (“When the language of a will is clear and unambiguous, the testator's intent must be ascertained from the express terms of the will itself.”) To justify its refusal to pay the Bequest, the Estate alleges that the purpose and condition of the Bequest under Section 2.3 of the Will is somehow a naming rights covenant for the school to be named “The Milton I. Schwartz Hebrew Academy” in perpetuity. The Estate’s alleged condition does not exist on the face of the unambiguous Bequest.

The Estate’s proffered purpose is not found in Section 2.3, but manufactured by the Executor, Jonathan Schwartz, through only his self-serving inadmissible parol testimony. The Estate has neither sought, nor has the Court made any legal determination that the subject bequest in Milton Schwartz’s Will is ambiguous. Consequently, no extrinsic testimony or parol evidence can be introduced at trial in an attempt to contradict or imply meaning contradicting

the express and unambiguous terms of Milton Schwartz's Will. As the Supreme Court of Nevada stated:

A court may not vary the terms of a will to conform to the court's views as to the true testamentary intent. The question before us is not what the testatrix actually intended or what she meant to write. Rather it is confined to a determination of the meaning of the words used by her. As stated by Wigam, (Extrinsic Evidence in Aid of The Determination of Wills, Second American Edition, pages 53 and 54), '* * * 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? And extrinsic evidence, in aid of the exposition of his will, must be admissible or inadmissible with reference to its bearing upon the issue which this question raises.'

In re Jones' Estate, 72 Nev. 121, 123–24, 296 P.2d 295, 296 (1956)(emphasis added). More recently, the Nevada Supreme Court confirmed that parol evidence is prohibited to vary or interpret the terms of a will. *See Frei ex rel. Litem v. Goodsell*, 129 Nev. 403, 409, 305 P.3d 70, 73–74 (2013).

On the face of the Bequest, there is no ambiguity. While the Estate will likely attempt to introduce testimony at the time of trial to show what Milton Schwartz intended to have written in his Will, under Nevada law parol evidence is prohibited to vary or interpret the terms of a will. Consequently, no testimony can be introduced at trial in an attempt to contradict or imply meaning into the unambiguous Will Bequest.

2. Any ambiguity in the Bequest must be construed against the Milton Schwartz and his Estate as Milton Schwartz drafted the Will.

According to Executor, Jonathan Schwartz, Milton Schwartz dictated the Will himself and the Will reflects his own words. *See J. Schwartz Dep. March 5, 2014 at 6:14- 8:12*. If it can be said that there is an ambiguity in Section 2.3 of the Will, then the ambiguity is to be construed against the drafter. *See Am. First Fed. Credit Union v. Soro*, 131 Nev. Adv. Op. 73, 359 P.3d 105, 106 (2015). Moreover, "[a] testamentary gift to a charitable organization is generally valid, even though the object is imperfectly designated, if it can be identified with

reasonable certainty from the description in the will and the surrounding circumstances.” Therefore, even it is determined that an ambiguity exists in the Bequest, the subject ambiguity should be construed against the Estate and in favor of the Adelson Campus as it can be determine with reasonable certainty that Milton Schwartz intended the \$500,000 bequest to go to the school to fund scholarships to educate Jewish children only at the school.

3. Whether the Estate’s claims are time barred in this matter.

The Estate’s claims for breach of an oral contract and fraud in the inducement are barred because they were untimely instituted. The statute of limitations for breach of an oral agreement is four years. *See* NRS 11.190(2)(c). The statute of limitations for a claim for fraud in the inducement is three years. *See* NRS 11.190(3)(d). “[T]he statute of limitations begins to run when the [plaintiff] has before him facts which would put a reasonable person on inquiry notice of his possible cause of action[.]” *Massey v. Litton*, 99 Nev. 723, 669 P.2d 248, 251 (1983). “The focus is on the [plaintiff’s] knowledge of or access to facts rather than on her discovery of legal theories.” *Id* at 252. If a party’s knowledge is not “complete[,] she [is] under a duty to exercise proper diligence to learn more.” *Aldabe v. Adams*, 81 Nev. 280, 284–85, 402 P.2d 34, 36 (1965), *overruled on other grounds by* *Siragusa v. Brown*, 114 Nev. 1384, 1393, 971 P.2d 801, 807 (1998). Jonathan Schwartz testified that he learned of changes to the name of the school and diminishment of the perceived naming interest beginning in 2007. He also asserted in his May 10, 2010 letter to the Board that the Adelson Campus’ actions over the past for 2 ½ years breached the naming rights agreement, and specifically referenced the Adelson Educational Campus and Adelson Middle School names as in violation of the alleged agreement.

The irrefutable evidence demonstrates that Jonathan Schwartz was on notice and had reasonable access to information in 2008, including the publicly filed Certificate of Amendment to Articles of Incorporation and the Adelson Campus’ website, that would have allowed him to discover the alleged violations of the purported naming rights agreement he asserts form the basis for the Estate’s claims. Notwithstanding the recognized and easily available facts in 2008, Jonathan Schwartz waited until May 28, 2013, to institute this action. Thus, the Estate’s claims

1 for breach of an oral contract and fraud in the inducement, and all derivative claims, are time
2 barred.

3 **4. The lack of successor clause is irrelevant because a change to the corporate**
4 **name in no way affects the existence or nature of the school.**

5 The purpose of the Bequest is for the Estate to provide \$500,000 to fund scholarships for
6 Jewish children at the Milton I. Schwartz Hebrew Academy. *See* Will at §2.3. Contrary to the
7 Executor's argument and basis for denial of the Bequest, it is well settled that the Board
8 approved corporate name change after Milton Schwartz's death does mean the Milton I.
9 Schwartz Hebrew Academy ceased to exist or somehow became a new entity. *See In re VHA*
10 *Diagnostic Services, Inc.*, 65 Ohio St. 3d 210, 215, 602 N.E. 2d 647, 651-652 (Ohio 1992)("A
11 change of name in no way affects the legal existence of the corporation or the nature of the
12 corporation. Appellants cite no authority or rationale for their bare assertion that a corporation
13 ceases to exist by a change of name.); *Pro Source Roofing, Inc. v. Boucher*, 822 So. 2d 881, 884
14 (La. App. 2 Cir. 2002)(change in a corporation's name does not create a new entity); *Bankers*
15 *Life & Cas. Co. v. Kirtley*, 338 F.2d 1006, 1013(8th Cir. 1964)(change in name of corporation
16 does not affect its rights); *Goodwyne v. Moore*, 170 Ga. App. 305, 308, 316 S.E. 2d 601, 603
17 (Ga. App. 1984)("A corporate name change is routinely accomplished by merely amending the
18 articles of incorporation Such a procedure does not cause a new corporation to come into
19 'existence.'"); 6 Fletcher Cyc. Corp. § 2456 ("A change of name by a corporation has no more
20 effect upon the identity of the corporation than a change of name by a natural person has upon
21 the identity of such person. It is the same corporation with a different name.").

22 In *Ratcliffe v. Seaboard Nat. Bank of New York*, 46 S. W. 2d 750 (Tex. Civ. App. 1932),
23 the corporation designated as executor in a will changed its name several times without
24 affecting its rights and obligations under the will. There, the will named "Mercantile Trust
25 Company" as executor. The Mercantile Trust Company changed its name twice. First, to
26 "Mercantile National Bank of New York" and then to "Seaboard National Bank of New York."
27 The Court held that "such changes of name did not destroy the identity of the corporation
28 named as executor in the will nor affect its property, rights, or obligations." *Ratcliffe*, 46 S.W.

2d at 752. *See also* 96 C.J.S. *Wills* § 1091 “The mere fact that a corporate charity has changed its name does not render a gift to it under its former name void for uncertainty.”)

On March 21, 2008, a Certificate of Amendment to Articles of Incorporation was filed with the Nevada Secretary of State indicating that the corporation known as the “Milton I. Schwartz Hebrew Academy” was being renamed “The Dr. Miriam and Sheldon G. Adelson Educational Institute.” The mere fact that the Board changed the school’s corporate name does not render the Bequest to the Milton I. Schwartz Hebrew Academy void for uncertainty. The Estate’s argument that as result of the corporate name change the Milton I. Schwartz Hebrew Academy ceased to exist or somehow became a new entity is unconvincing as the change in a corporation’s name does not create a new entity. Therefore, the Estate has no legal basis to avoid paying the Bequest.

5. Absent a specific, enforceable contract or agreement to the contrary, the School’s Board had the authority to amend its articles of incorporation and bylaws changing the name of the corporation, the School, the buildings and any other related materials or information.

The Estate alleges the perpetual naming rights agreement between the school and Milton I. Schwartz is evidenced by the school’s articles of incorporation and corporate bylaws. However, the school’s board has the absolute authority under Nevada law to amend its articles of incorporation or bylaws in order to change the name of the school corporation. *See* NRS 82.351(1)(c) (A corporation...may amend its articles in any of the following respects...By changing the name of the corporation.”); *see also* NRS 82.356 (setting forth procedure for amending the articles of incorporation); NRS 82.121 (Every corporation, by virtue of its existence as such, may:... Make bylaws not inconsistent with the Constitution or laws of the United States, or of this State, for the management, regulation and government of its affairs and property, the transfer of its memberships, if any, the transaction of its business, and the calling and holding of meetings of its members, if any, or delegates, if any.”); NRS 82.201 (providing that the board has full control over the affairs of the corporation and to make bylaws).

In addition, the bylaws on which the Estate relies expressly provide that the bylaws can be amended, altered, and repealed by a majority vote of the full board at a duly noticed meeting.

1 Therefore, the fact that the school's bylaws and articles of incorporation were amended in 1990
 2 to provide that the name of the school's corporate entity would be known as the "Milton I.
 3 Schwartz Hebrew Academy in perpetuity," does not create any legally enforceable contractual
 4 rights.

5 **6. There is no written or oral enforceable naming rights contract between the**
 6 **school and Milton I. Schwartz for a number of separate and distinct**
 7 **reasons, any one of which is fatal to the formation and enforceability of a**
 8 **naming rights agreement**

9 The Estate cannot prevail on its breach of contract claim because it cannot identify
 10 sufficient admissible evidence to prove that Milton Schwartz entered into a valid and
 11 enforceable contract for naming rights with the school. It is the Estate's burden to establish by a
 12 preponderance of the evidence the existence and terms of a legally enforceable contract. *See*
 13 *Alter v. Resort Properties of Am.*, 59583, 2014 WL 2466282, at *1 (Nev. May 30, 2014). A
 14 valid contract cannot exist when material terms are lacking or are insufficiently certain and
 15 definite. *See May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). "The terms
 16 must be definite enough for the court to ascertain what is required of the respective parties and
 17 to compel compliance." *See Alter* 2014 WL 2466282, at *2.

18 The different positions taken by the Estate throughout the litigation is the best evidence
 19 that a sufficiently definite and enforceable naming rights agreement was never entered into
 20 between the school and Milton Schwartz. The Estate asserted that Milton Schwartz reached an
 21 agreement to donate \$500,000 to the school for naming rights, then the Estate revised its theory
 22 of the case and asserted that a naming rights agreement was premised on Milton Schwartz's
 23 pledge of \$500,000 and a promise to raise \$500,000 in contributions from others. Former
 24 principal, Dr. Tamar Lubin Saposhnik testified that school was renamed after Milton Schwartz
 25 after he pledged \$1 million, however he only ever paid \$500,000. Therefore, even at this late
 26 stage in the litigation, the Estate is unable to establish the terms of the alleged naming rights
 27 agreement it seeks to enforce.

28 Furthermore, the Estate cannot point to any evidence that adequately addresses what the
 parties agreed to regarding the scope of the alleged naming agreement, including precisely what

1 was to be named after Milton Schwartz and how and where such naming rights were to be
2 displayed. The agreement as alleged by the Estate does not define what the “school” is such that
3 the parties know what must be named after Milton I. Schwartz. Because no term defining
4 “school” exists, the Court cannot determine whether the “school” constitutes the operating
5 entity, the original building, all new buildings, the entire campus, any annexed land, and/or
6 some combination of the above. The witness testimony the Estate seeks to rely on to show the
7 existence of an agreement between Milton Schwartz and the school is inconsistent regarding
8 what was to be named after Milton Schwartz. Finally, the detailed agreement prepared by
9 Jonathan Schwartz in an attempt to memorialize and enforce the alleged naming right agreement
10 between Milton Schwartz and the School is highly probative evidence that the two basic terms
11 of the naming rights agreement as alleged by the Estate do not constitute all of the necessary
12 terms to create an enforceable contract or set forth the agreement in sufficient detail for a court
13 to enforce it as required under Nevada law. These notably specific and detailed terms attempting
14 to memorialize Milton Schwartz’s alleged naming rights agreement demonstrate that the basic
15 terms of the contract as alleged by the Estate cannot possibly constitute an enforceable
16 agreement because those terms are not sufficiently detailed and material terms are missing.

17 Accordingly, no enforceable contract exists because Court is unable to ascertain what is
18 required of the parties and to compel compliance because the terms as alleged by the Estate are
19 insufficiently definite and numerous material terms are lacking. *May*, 121 Nev. at 672, 119 P.3d
20 at 1257. (“A valid contract cannot exist when material terms are lacking or are insufficiently
21 certain and definite” for a court “to ascertain what is required of the respective parties” and to
22 “compel compliance” if necessary.).

23 Instead, the evidence simply shows that in the past the School’s Boards made wholly
24 revocable and voluntary decisions to name the Corporation after Milton Schwartz to honor his
25 contribution and to foster present and future support, and to put his name on a building with no
26 enforceable agreement to do so in perpetuity.

1 In addition, the Estate's contract claims are precluded under the statute of frauds. The
2 statute of frauds requires that all agreements that cannot be performed within a year must be in
3 writing. NRS 111.220(1).

4 Here, the statute of frauds applies to the alleged naming rights agreement because it
5 requires the School to perform in "perpetuity," and, therefore, its performance clearly cannot be
6 completed within one year. However, the Estate has failed to identify a written agreement
7 setting forth all the essential elements of the contract to satisfy the statute of frauds. Thus, even
8 if the terms of the agreement are as the Estate now contends: (1) Milton would give \$500,000;
9 and in exchange (2) the "school" would be named after him forever, no matter what, the
10 Estate's breach of contract claim nonetheless fails as a matter of law because **no written**
11 **contract exists.**

12 **7. Even if there was a naming rights agreement between the school and Milton**
13 **Schwartz, the Estate material breached any such agreement first by failing**
14 **to pay the Bequest as allegedly promised, relieving the Adelson Campus**
15 **from having to continue to perform under the alleged naming rights**
16 **agreement.**

17 The Estate cannot succeed on its claim for breach of contract because there is no
18 evidence that Milton Schwartz performed all essential terms of any alleged naming agreement. A
19 well-settled principle of contracts, going back to at least 1877 in Nevada, is that one party's
20 material breach of an agreement excuses any remaining performance by the other side. *See*
21 *Evans v. Lee*, 12 Nev. 393, 399 (1877) ("It is also well settled that before a contract can be
22 enforced, it must be shown that the party seeking its enforcement has performed . . . all the
23 essentials of the agreement on his part."); *Young Elec. Sign Co. v. Fohrman*, 466 P.2d 846, 847
24 (Nev. 1970) ("The lessee's material breach in failing to pay rent excused further performance by
25 the lessor.") (citing Restatement of Contracts § 397); *Thornton v. Agassiz Const., Inc.*, 799 P.2d
26 1106, 1108 (Nev. 1990). *See also Bradley v. Health Coalition, Inc.*, 687 So. 2d 329, 333 (Fla. 3d
27 Dist. App. 1997) ("the general rule is that a material breach of the Agreement allows the non-
28 breaching party to treat the breach as a discharge of his contract liability."); *Plotnik v. Meihaus*,
146 Cal. Rptr. 3d 585, 596 (Cal. App. 4th Dist. 2012) ("in contract law a material breach excuses

1 further performance by the innocent party.”); *Hovorka v. Community Health Sys., Inc.*, 262
 2 S.W.3d 503, 509 (Tex. App.--El Paso 2008) (“A fundamental principle of contract law is that
 3 when one party to a contract commits a material breach of that contract, the other party is
 4 discharged or excused from any obligation to perform.”).

5 The evidence will show that Milton Schwartz failed to perform all essential terms of any
 6 alleged naming agreement. Specifically, even if accepted as true that Milton Schwartz paid the
 7 \$500,000, the evidence also shows that he never raised an additional \$500,000 as Milton
 8 Schwartz unequivocally acknowledged was a material term of his alleged naming rights
 9 agreement. Or put another way, the Estate cannot prove that Milton Schwartz raised an
 10 additional \$500,000 in connection with his alleged naming rights agreement. Therefore, the
 11 Adelson Campus is excused and cannot be compelled to continue to name the lower school, or
 12 any other portion of the Adelson Campus after Milton I. Schwartz.

13 **8. The Estate cannot succeed on its fraud in the inducement claim because**
 14 **there is no evidence that the Board had any intent to change the name of the**
 15 **school at the time the alleged agreement was made.**

16 The Estate cannot prevail on its claim for fraud in the inducement. It cannot present any
 17 evidence at trial that the Board of Trustees lacked intention to actually name the school after
 18 Milton Schwartz at the time it allegedly agreed to name school after Mr. Schwartz. The Estate
 19 must establish intentional wrongful conduct, such as evidence that “the promisor had no
 20 intention to perform at the time the promise was made.” *See Menalco v. Buchan*, 2010 WL
 21 428911, at *31 (D. Nev. Feb. 1, 2010) (emphasis added) (citing *Bulbman, Inc. v. Nevada Bell*,
 22 108 Nev. 105, 825 P.2d 588, 592 (Nev.1992)); *J.A. Jones Const. Co. v. Lehrer McGovern*
 23 *Bovis, Inc.*, 120 Nev. 277, 291, 89 P.3d 1009, 1018 (2004). While the Estate relies exclusively
 24 on the fact that school corporation’s name changed in March 2008, this name change alone will
 25 not support the estate’s fraud in the inducement claim. “[T]he mere failure to fulfill a promise
 26 or perform in the future, however, will not give rise to a fraud claim absent evidence that the
 27 promisor had no intention to perform *at the time the promise was made.*” *See Bulbman, Inc. v.*
 28 *Nevada Bell*, 108 Nev. 105, 112, 825 P.2d 588, 592 (1992)(emphasis added) citing *Webb v.*

Clark, 274 Or. 387, 546 P.2d 1078 (1976). As set forth above, the Estate cannot succeed on its fraud in the inducement claim.

IX.

TRIAL TIME ESTIMATE

Two to three weeks.

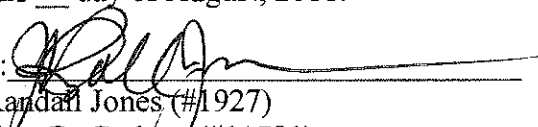
X.

OTHER MATTERS TO BE ADDRESSED BY COURT BEFORE TRIAL

The following motions are pending and scheduled to be heard by the Court on August 9, 2018 at 1:30 pm:

1. The Adelson Campus' Motions for Summary Judgment Regarding Breach of Contract;
2. The Adelson Campus' Motions for Partial Summary Judgment Regarding Fraud;
3. The Adelson Campus' Motions for Partial Summary Judgment Regarding Statute of Limitations;
4. The Adelson Campus' Motion in Limine No. 1 to Strike the Expert Report of Rabbi Yitzchak Wyne and Preclude Him from Testifying at Trial;
5. The Adelson Campus' Motion in Limine No. 1 to Strike the Expert Report of Layne T. Rushforth, Esq. and Preclude Him from Testifying at Trial;
6. The Adelson Campus' Motion in Limine No. 3 to Preclude Jonathan Schwartz from testifying at Trial about Statement Allegedly Made to Him by Milton I. Schwartz;
7. The Adelson Campus' Motion in Limine No. 4 to Preclude Respondent from Introducing or Relying on Schwartz Family Declarations;
8. The Adelson Campus' Motion in Limine No. 5 to Preclude Respondent Witnesses from testifying about Statements Allegedly Made by Milton I. Schwartz;
9. The Adelson Campus' Motion in Limine No. 6 to Preclude Respondent from Introducing or Relying on the Affidavit of Milton I. Schwartz;
10. The Adelson Campus' Motion in Limine No. 7 to Pre-Admit Certain Document and Video Into Evidence; and
11. The Adelson Campus' Motion in Limine No. 8 to Pre-Instruct the Jury on Certain Issues.

Dated this 7th day of August, 2018.

By: 
 J. Randall Jones (#1927)
 Joshua D. Carlson (#11781)
 KEMP, JONES & COULTHARD, LLP
 3800 Howard Hughes Pkwy. 17th Fl.
 Las Vegas, NV 89169
*Attorneys for The Dr. Miriam and Sheldon G.
 Adelson Educational Institute*

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of August, 2018, I served a true and correct copy of the foregoing **THE ADELSON CAMPUS' PRE-TRIAL MEMORANDUM** via the Court's electronic filing system only, pursuant to the Nevada Electronic Filing and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic service list.



An Employee of KEMP, JONES & COULTHARD, LLP

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EXHIBIT 1

EXHIBIT 1

Adelson Campus Exhibit List		Case No. P061300
Trial Date: August 20, 2018		Clerk:
Dept. No. 26/Probate		Recorder:
In the Matter of the Estate of		Counsel for The Dr. Miriam and Sheldon G. Adelson Educational Institute:
MILTON I. SCHWARTZ, Deceased.		Randall Jones, Esq. Joshua Carlson, Esq.
		Counsel for the Estate of Milton Schwartz: Alan D. Freer, Esq. Alexander G. LeVeque, Esq.

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
200	PK00006	PK00008	01/10/06	Hebrew Academy Board Meeting and Agenda				
201	AC404711	AC404712	??/??/2007- ??/??/2007	Certificate of Amendment to Articles of Incorporation				
202	AC404779	AC404780	??/??/2007- ??/??/2008	Certificate of Amendment to Articles of Incorporation				
203	AC500126	AC500253	??/??/2008	Naming Rights -- Legacy Gifts & Corporate Money. Author: Terry Burton				
204	AC404294	AC404297	02/??/2008	Attachment to Certificate of Amendment to Articles of Incorporation of the Milton I. Schwartz Hebrew Academy, Resolutions of the Board of Trustees				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
205	AC500281	AC500283	11/10/2008	IRS form 706 - Redacted pages re: Charitable Bequests: Milton I. Schwartz Hebrew Academy Education/Religious in the amount of \$500,00000.				
206	AC402262	AC402264	01/14/1993	The M.I.S. Hebrew Academy Board of Trustees meeting minutes and Agenda				
207	AC402400	AC402404	11/06/1997	Hebrew Academy Board Special meeting November 6, 1997 and agenda				
208	AC402896	AC402898	04/04/2000	Hebrew Academy Board Meeting				
209	AC403805	AC403811	08/14/2002	Milton I. Schwartz Hebrew Academy Board Meeting Minutes				
210	AC400875	AC400878	09/14/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
211	AC404073	AC404094	06/11/2007	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board Meeting Let from PNAIS Pacific Northwest Association				
212	AC404134	AC404136	06/12/2007	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
213	AC404179	AC404206	12/13/2007	The Dr. Miriam and Sheldon G. Adelson School-The Milton I. Schwartz Hebrew Academy Board Meeting.				
214	AC404800	AC404803	3/12/2008	The Adelson Educational Campus/Milton I. Schwartz Hebrew Academy Board Minutes and MISHA Resolutions of the Board of Trustees, Bates Nos. AC404800-AC404803				
215	AC404918	AC404919	05/30/2008	Adelson Educational Campus Board of Trustee Meeting				
216			05/28/2014	Supplement to Petition for Declaratory Relief				
217	AC500048	AC500125	??/??/2014	From Chaos to Order. Author: Tamar Lubin Saposhnik, Ph.D.				
218	EST-00017	EST-00017	TBD	Tribute to Milton Schwartz				
219	AC401511	AC401512	TBD	Blank Sheets				
220	EST-00025	EST-00027	TBD	Draft for Discussion purposes only-nothing else on it.				
221	AC401952	AC401953	TBD	List of Members of the Board of the Hebrew Academy				
222	EST-00031	EST-00031	TBD	Handwritten note from Paul Schiffman to Jonathan Schwartz				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
223	EST-00078	EST-00078	TBD	Advertisement relating to Milton I. Schwartz Hebrew Academy				
224	AC404727	AC404730	TBD	The Dr. Miriam and Sheldon Adelson Educational Institute School Facilities Use Policy.				
225	AC403812	AC403813	TBD	Blank cover sheets				
226	AC404685	AC404688	TBD	The Dr. Miriam and Sheldon G. Adelson Educational Institute School Facilities use policy				
227	PK00004	PK00005	TBD	Lexis Nexis Martindale Hubbell attorney profile for Philip A. Kantor				
228	AC404044	AC404044	TBD	Blank sheet				
229	EST-00009	EST-00009	TBD	Agreements Sheet - blank				
230	AC404480	AC404480	TBD	Blank sheet				
231	AC403314	AC403314	TBD	Blank page				
232	EST-00040	EST-00040	TBD	Las Vegas Review Journal Article, Setting for The Hebrew Academy inspiring				
233	AC400223	AC400229	TBD	Treasurer's Report - janitorial services, School proposal list				
234	EST-00080	EST-00080	TBD	Advertisement relating to Milton I. Schwartz Hebrew Academy				
235	AC404095	AC404096	TBD	Blank pages				
236	EST-00019	EST-00019	TBD	Advertisement- Congratulations to Sandy & Paul Schiffman				
237	AC402824	AC402824	TBD	Blank cover sheet				
238	AC404304	AC404315	TBD	Brochure - Creative leveraged Major Gifts				
239	AC404275	AC404278	TBD	The Dr. Miriam and Sheldon G. Adelson Educational Institute School Facilities Use Policy				
240	AC401765	AC401765	Tue 05/01/1973	Newspaper article -- Vegas Day school named after Albert Einstein.				
241	AC401695	AC401703	Thu 06/01/1978	Albert Einstein Hebrew Day School Board Meeting June 1, 1978.				
242	AC401704	AC401711	Mon 08/07/1978	Board Meeting welcoming Rabbi Applebaum to Board and new Administrator of School August 7, 1978.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
243	AC401712	AC401716	Thu 09/14/1978	Minutes of Board Meeting September 14, 1978				
244	AC401722	AC401727	Thu 10/12/1978	Albert Einstein Hebrew Day School Board Meeting 10/12/78 (attached) Resignation of Penny Margolian.				
245	AC401728	AC401735	Wed 11/01/1978	Chart of Albert Einstein Hebrew Day School Board of Director, Permanent Agenda and Summary of Meeting of Parents				
246	AC401736	AC401756	Thu 11/16/1978	Executive Meeting and Emergency Meeting regarding Leonard Rosen and Rabbi Applebaum				
247	EST-00059	EST-00059	??/??/1979	History of Academy				
248	AC401757	AC401757	Tue 01/23/1979	Invited Guest List for January 23, 1979 for Leonard Rosen				
249	AC401758	AC401759	Wed 02/14/1979	List of Board of Governors, Executive Committee, Board of Directors				
250	AC401760	AC401764	Thu 03/22/1979	Letter from Nevada Dept of Education to Rabbi Applebaum and letter to James Meneth.				
251	AC401717	AC401721	Fri 10/05/1979	Handwritten notes. Mtg opened 8:20 p.m on October 5, 1978 with guest list and memorandum				
252	EST-00228	EST-00236	Wed 02/27/1980	Articles of The Hebrew Academy				
253	AC401766	AC401769	Tue 04/15/1980	The Hebrew Academy Board of Trustee Meeting April 15, 1980.				
254	AC401770	AC401773	Fri 04/25/1980	Paine Webber Cash Receipt for \$5,000 and The Hebrew Academy Board of Trustee Meeting April 23, 1980.				
255	AC401774	AC401775	Wed 04/30/1980	The Hebrew Academy Board of Trustee Meeting April 30, 1980.				
256	AC401776	AC401777	Thu 05/08/1980	The Hebrew Academy Board of Trustee Meeting May 8, 1980.				
257	AC401778	AC401779	Wed 05/28/1980	The Hebrew Academy Board of Trustee Meeting May 28, 1980.				
258	AC401780	AC401782	Tue 06/03/1980	The Hebrew Academy Board of Trustee Meeting June 3, 1980.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
259	AC401783	AC401784	Tue 06/24/1980	The Hebrew Academy Board of Trustee Meeting June 24, 1980.				
260	AC401785	AC401792	Wed 07/23/1980	The Hebrew Academy Board of Trustee Meeting July 23, 1980				
261	AC401793	AC401795	Wed 08/06/1980	The Hebrew Academy Board of Trustee Meeting August 6, 1980.				
262	AC401796	AC401797	Thu 09/04/1980	The Hebrew Academy Board of Trustee Meeting September 4, 1980.				
263	AC401798	AC401798	Tue 09/09/1980	The Hebrew Academy Board of Trustee September 9, 1980.				
264	AC401799	AC401801	Tue 09/23/1980	The Hebrew Academy Board of Trustee Meeting September 23, 1980.				
265	AC401802	AC401802	Tue 10/07/1980	The Hebrew Academy Board of Trustee Meeting October 7, 1980.				
266	AC401803	AC401804	Thu 10/23/1980	The Hebrew Academy Board of Trustee Meeting October 23, 1980				
267	AC401805	AC401806	Thu 11/06/1980	The Hebrew Academy Board of Trustee Meeting November 6, 1980.				
268	AC401807	AC401807	Thu 12/04/1980	The Hebrew Academy Board of Trustee Meeting December 4, 1980				
269	AC401813	AC401813	Thu 12/18/1980	IRS -Notice of New Employer ID No.				
270	AC401811	AC401812	Thu 03/12/1981	Letter from IRS				
271	AC401814	AC401814	Mon 03/23/1981	Letter from Howard B. Levy to Dr. Tamar Lubin-Saposhnik				
272	AC401815	AC401816	Thu 04/23/1981	The Hebrew Academy Board of Trustees Meeting				
273	AC401808	AC401810	06/??/1981	IRS Letter of recognition of exemption from federal income tax.				
274	AC401817	AC401818	Wed 06/03/1981	The Hebrew Academy Board of Trustees Meeting June 3, 1981				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
275	AC401819	AC401820	Tue 06/16/1981	The Hebrew Academy Board of Trustees meeting June 16, 1981.				
276	AC401821	AC401823	Tue 09/08/1981	The Hebrew Academy Board of Trustee Meeting.				
277	AC401824	AC401825	Tue 10/27/1981	The Hebrew Academy Board of Trustee Meeting.				
278	AC401826	AC401829	Tue 01/19/1982	The Hebrew Academy Board of Trustee Meeting.				
279	AC401830	AC401831	Wed 02/17/1982	The Hebrew Academy Board of Trustee Meeting.				
280	AC401832	AC401833	Wed 03/17/1982	The Hebrew Academy Board of Trustee Meeting.				
281	AC401834	AC401834	Mon 03/29/1982	Hebrew Academy Board Minutes March 29, 1982				
282	AC401835	AC401839	Thu 04/29/1982	The Hebrew Academy Board of Directors Meeting April 29, 1982				
283	AC401844	AC401846	Thu 06/17/1982	The Hebrew Academy Board of Trustees Meeting June 17, 1982				
284	AC401842	AC401843	Tue 07/13/1982	The Hebrew Academy Board of Trustees Minutes July 13, 1982.				
285	AC401847	AC401848	Thu 07/22/1982	The Hebrew Academy Board of Trustees Meeting				
286	AC401849	AC401852	Wed 08/04/1982	The Hebrew Academy Board of Trustees Meeting August 4, 1982				
287	AC401853	AC401853	Wed 08/11/1982	The Hebrew Academy Board of Trustee Meeting August 11, 1982				
288	AC401854	AC401855	Thu 08/19/1982	The Hebrew Academy Board of Trustees meeting				
289	AC401856	AC401857	Thu 09/09/1982	The Hebrew Academy Board of Trustee Meeting September 9, 1982				
290	AC401858	AC401859	Tue 09/14/1982	Hebrew Academy Board Minutes September 14, 1982				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
291	AC401860	AC401860	Tue 10/26/1982	The Hebrew Academy Board of Trustees Meeting				
292	AC401861	AC401862	Tue 11/16/1982	Hebrew Academy Board Minutes November 16, 1982.				
293	AC401863	AC401865	Tue 12/14/1982	The Hebrew Academy Board of Trustee Meeting.				
294	AC401866	AC401868	Thu 08/18/1983	Hebrew Academy Board Minutes August 18, 1983				
295	AC401869	AC401870	Mon 09/26/1983	Minutes of Meeting of the Board of Trustees of The Hebrew Academy September 26, 1983.				
296	AC401871	AC401872	Thu 10/20/1983	The Hebrew Academy Board Meeting October 20, 1983.				
297	AC401873	AC401874	Thu 12/22/1983	The Hebrew Academy Board of Trustees Meeting December 22, 1983.				
298	AC401875	AC401877	Thu 01/19/1984	The Hebrew Academy Board of Trustee Meeting.				
299	AC401878	AC401879	Thu 02/23/1984	The Hebrew Academy Board of Trustees Meeting February 23, 1984				
300	AC401880	AC401881	Thu 03/15/1984	The Hebrew Academy Board Meeting March 15, 1984				
301	AC401882	AC401883	Thu 04/12/1984	The Hebrew Academy Board of Trustees Meeting				
302	AC401886	AC401887	Thu 09/20/1984	The Hebrew Academy Board of Trustees Meeting September 20, 1984				
303	AC401888	AC401890	Mon 10/15/1984	The Hebrew Academy Board of Trustees Minutes October 15, 1984				
304	AC401891	AC401893	Wed 08/14/1985	Notice of Meeting scheduled for August 21, 1985 at Dr. Lubin's home.				
305	AC401894	AC401897	Thu 09/05/1985	The Hebrew Academy Board of Trustee Meeting and Agenda				
306	AC401904	AC401904	Tue 01/07/1986	Notice of Board Meeting set for January 22, 1986				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
307	AC401898	AC401899	Wed 01/22/1986	The Hebrew Academy Board Meeting of January 22, 1986.				
308	AC401905	AC401905	Wed 02/19/1986	Meeting of Hebrew Day Academy February 19, 1986				
309	AC401900	AC401900	Wed 02/19/1986	Meeting of Hebrew Day Academy				
310	AC401906	AC401906	Wed 03/19/1986	Notice of Board Meeting on March 26, 1986				
311	AC401907	AC401907	Thu 06/05/1986	Notice of board Meeting June 18, 1986				
312	AC401901	AC401902	Thu 06/05/1986	Letter from Dr. Tamar to Dr. Elliott Klain inviting to meeting June 18, 1986				
313	AC401903	AC401903	Wed 06/25/1986	Notice to Board Members re Approval of Admission Policy and Procedures.				
314	AC401908	AC401908	Thu 09/04/1986	Notice to Board Members re Meeting to be held September 10, 1986 at the home of Dr. Tamar Lubin				
315	AC401909	AC401911	Thu 10/16/1986	The Hebrew Academy Board of Trustees Meeting October 23, 1986				
316	AC401912	AC401914	Thu 12/18/1986	Hebrew Academy Board Minutes				
317	EST-00281	EST-00286	Wed 01/28/1987	01-28-1987 Bylaws of The Hebrew Academy				
318	AC401915	AC401925	Wed 01/28/1987	The Hebrew Academy Board of Trustees Meeting and Agenda				
319	AC401926	AC401926	Wed 02/11/1987	Notice of board meeting scheduled for February 18, 1987.				
320	AC401927	AC401928	Thu 02/12/1987	The Hebrew Academy Board of Trustees Meeting February 12, 1987				
321	AC401929	AC401931	Thu 03/19/1987	Minutes of Hebrew Academy Board of Trustees March 19, 1987				
322	AC401932	AC401933	Fri 04/10/1987	Hebrew Academy Board Minutes April 23, 1987				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
323	AC401934	AC401935	Thu 05/28/1987	Minutes of Board of Trustees Hebrew Academy May 28, 1987.				
324	AC401936	AC401936	Tue 06/02/1987	Letter from Dr. Marvin Perer to Jerri Rentschler re resignation				
325	AC401937	AC401937	Mon 07/06/1987	Letter from Tyrone Tabak re no re-enrolling children				
326	AC401938	AC401941	Wed 09/02/1987	The Hebrew Academy Board of Trustees Meeting September 2, 1987				
327	AC401942	AC401944	Thu 10/22/1987	Minutes of Meeting of the Board of Trustees of The Hebrew Academy October 22, 1987				
328	AC401945	AC401946	Fri 10/23/1987	Letters nominating Dr. Lawrence Gardner and Leonard Schwartz to board of trustees.				
329	AC401947	AC401949	Thu 11/19/1987	The Hebrew Academy Board Meeting November 19, 1987 and Agenda.				
330	AC401950	AC401951	Mon 12/07/1987	Notice of Board Meeting December 24, 1987 with attached expenditures				
331	EST-00265	EST-00266	??/??/1988 - ??/??/2007	Milton I. Schwartz Hebrew Academy Contributions & Donations Spreadsheet for the period of 1988-2007				
332	AC401954	AC401956	Tue 01/19/1988	The Hebrew Academy Board of Trustee Meeting January 21, 1988				
333	AC401957	AC401957	Wed 04/20/1988	Notice of Board members re Land Contribution by Howard Hughes Properties.				
334	AC401962	AC401970	Mon 05/02/1988	Letter from Tamar Lubin re history of school				
335	AC401958	AC401959	Wed 06/15/1988	The Hebrew Academy Board Meeting June 15, 1988.				
336	AC401960	AC401961	Thu 06/23/1988	Letter from Elliott Klain to Mordechai Yerushalmi re resignation and letter to parents				
337	AC402031	AC402038	Fri 07/01/1988 - Wed 02/21/1990	The Hebrew Academy Building Fund Pledges July 1, 1988 through February 21, 1990 and The Hebrew Academy Board of Trustees Minutes February 21, 1990.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
338	AC401971	AC401972	Wed 07/20/1988	The Hebrew Academy Board Meeting July 20, 1988.				
339	AC401973	AC401973	Thu 07/21/1988	Notice that Dr. Elliott Klain will be out of town				
340	AC401974	AC401976	Wed 08/03/1988	The Hebrew Academy Board Meeting August 3, 1988 and Progress Report				
341	AC401977	AC401980	Wed 08/24/1988	The Hebrew Academy Board of Directors Meeting August 24, 1988.				
342	AC401981	AC401983	Wed 09/07/1988	The Hebrew Academy Board of Directors Meeting September 7, 1988 and Agenda				
343	AC401984	AC401985	Thu 09/29/1988	Minutes of Meeting of the Board of Directors of The Hebrew Academy September 29, 1988.				
344	AC401986	AC401987	Thu 10/27/1988	Minutes of Meeting of Directors of The Hebrew Academy. October 27, 1988				
345	AC401988	AC401989	Tue 11/22/1988	Term Sheet Draft with First Interstate Bank of Nevada				
346	AC401990	AC401992	Wed 11/23/1988	Board Meeting and Agenda for November 23, 1988.				
347	AC401993	AC401994	Thu 12/01/1988	Minutes of Meeting of the Board of Trustees of The Hebrew Academy December 1, 1988				
348	AC401995	AC401998	Thu 12/08/1988	The Hebrew Academy Board of Trustees Meeting December 8, 1988 and Agenda.				
349	AC402003	AC402004	Tue 01/10/1989	The Hebrew Academy Board of Trustees Meeting January 10, 1989.				
350	AC402007	AC402009	Thu 03/09/1989	Letter from Schwartz to Dr. Lubin re meeting.				
351	AC402010	AC402011	Thu 03/23/1989	The Hebrew Academy Board of Trustee Meeting.				
352	AC402012	AC402014	Wed 05/17/1989	The Hebrew Academy Board Meeting May 17, 1989				
353	AC402015	AC402017	Mon 06/12/1989	The Hebrew Academy Minutes of the Board of Trustees June 12, 1989				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
354	AC402067	AC402077	Fri 06/30/1989 - Wed 06/30/1999	The Hebrew Academy Years ended June 30, 1990 and 1989 Independent Auditors' Report and Financial Statements.				
355			08/??/1989	1989 Milton Schwartz Checks to Hebrew Academy				
356	AC402018	AC402019	Fri 08/04/1989	The Hebrew Academy Board of Trustees				
357	EST-00010	EST-00010	Mon 08/14/1989	Minutes of the Board of Trustees of The Hebrew Academy.				
358	EST-00077	EST-00077	Mon 08/14/1989	Unsigned letter to Milton Schwartz re Gift of Milton Schwartz of \$500,000				
359	AC402020	AC402020	Mon 08/14/1989	The Hebrew Academy Board of Trustees Minutes August 14, 1989				
360	EST-00035	EST-00036	Mon 08/21/1989	Las Vegas Sun Article, Academy given \$500,000 Attached - Checks from Milton I. Schwartz to Hebrew Academy.				
361	AC401999	AC402002	Mon 09/11/1989	Letter from Temple Beth Sholom to Dr. Elliot Klain - lease between Temple Beth Sholom and Hebrew Academy re lease.				
362	AC402021	AC402022	Thu 09/14/1989	Hebrew Academy Board Minutes September 14, 1889				
363	EST-00038	EST-00038	Mon 10/02/1989	Letter from Carolyn and Oscar Goodman.				
364	AC402023	AC402024	Thu 10/12/1989	The Hebrew Academy Board Meeting October 12, 1989 and Agenda				
365	EST-00037	EST-00037	Tue 10/17/1989	Letter from Milton Schwartz to Carolyn Goodman				
366	AC402025	AC402026	Tue 11/14/1989	The Hebrew Academy Board of Trustees Meeting November 14, 1989 and Agenda				
367	AC402027	AC402030	Thu 01/18/1990	The Hebrew Academy Board of Trustees Meeting January 18, 1990 and Agenda				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
368	AC402005	AC402006	Wed 02/21/1990	The Hebrew Academy Board Meeting Agenda February 21, 1990				
369	AC402039	AC402040	Wed 03/21/1990	The Hebrew Academy Board of Trustees Minutes March 21, 1990 and Agenda				
370	AC402041	AC402048	Fri 04/13/1990	The Hebrew Academy Board of Trustee Meeting April 19, 1990 and Agenda				
371	AC402049	AC402049	Wed 04/25/1990	Letter from attorney to Leonard Schwartz re filling a creditor's claim				
372	AC402050	AC402052	Thu 05/17/1990	Letter from Leonard Schwartz to Dr. Lubin re student aid				
373	AC402053	AC402059	Fri 05/25/1990	The Hebrew Academy Board Meeting May 25, 1990				
374	AC402060	AC402061	Mon 07/02/1990	Letter from Milton Schwartz to Dr. Tamar Lubin				
375	AC402062	AC402062	Tue 07/24/1990	Letter from Tamar Lubin to Members of the Board of the Hebrew Academy re mobile classrooms				
376	EST-00150	EST-00152	Tue 08/14/1990	Certificate of Amendment to the Articles of Incorporation of The Hebrew Academy				
377	EST-00244	EST-00249	Wed 08/22/1990	Certificate of Amendment to the Articles of Incorporation of The Hebrew Academy				
378	AC402078	AC402085	Thu 08/30/1990	Letter and Certificate of Amendment of the Articles of Incorporation.				
379	AC402063	AC402066	Thu 09/27/1990	The Milton I. Schwartz Hebrew Academy Board Meeting and Agenda.				
380	EST-00149	EST-00149	Sun 08/30/1990	Letter from Frederic Berkley to Milton Schwartz re Certificate of Amendment of Articles of Incorporation				
381	AC402086	AC402088	Tue 10/02/1990	Letter from Milton Milton Schwartz to Tamar Lubin				
382	EST-00074	EST-00074	Thu 10/11/1990	Letter from Leonard Schwartz to Jack Wallis				
383	AC402089	AC402100	Fri 10/12/1990	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting October 18, 1990.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
				Attached Income Statement				
384	AC402101	AC402105	Thu 11/29/1990	The Milton Schwartz Hebrew Academy Board of Trustees meeting				
385	EST-00039	EST-00039	Fri 12/14/1990	Memorandum from Dr. Tamar Lubin to Parents				
386	EST-00097	EST-00105	Tue 12/18/1990	Bylaws of Milton I. Schwartz Hebrew Academy				
387	AC402106	AC402109	Tue 12/18/1990	The Milton I. Schwartz Hebrew Academy Minutes of Board of Trustees				
388	EST-00148	EST-00148	??/??/1991	List of Members of the Board of Trustees of Milton I. Schwartz Hebrew Academy				
389	EST-00041	EST-00041	Fri 01/11/1991	Article, Mezuzah Ceremony				
390	AC402110	AC402114	Tue 01/22/1991	The Milton Schwartz Hebrew Academy Board of Trustees meeting.				
391	AC402115	AC402116	Fri 02/01/1991	The Milton I. Schwartz Hebrew Academy Emergency Meeting				
392	AC402117	AC402122	Tue 03/26/1991	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting March 26, 1991 and Agenda.				
393	AC402123	AC402128	Mon 05/13/1991	The Milton Schwartz Hebrew Academy Board meeting (Attached Income Statement)				
394	AC402132	AC402153	Tue 05/21/1991	The Milton I. Swartz Hebrew Academy board Meeting				
395	AC402129	AC402131	Mon 06/17/1991	Agenda for Meeting June 25, 1991				
396	AC402161	AC402163	Tue 06/25/1991	The Milton Schwartz Hebrew Academy Board of Trustees Minutes June 25, 1991				
397	AC402154	AC402160	Thu 09/05/1991	Agenda for September 12, 1991 Meeting and Master Plan of Milton I. Schwartz Hebrew Academy				
398	AC402164	AC402180	Thu 09/12/1991	The Milton I. Schwartz Hebrew Academy Board of Trustees Minutes September 12, 1991.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
399	AC402181	AC402190	Thu 11/14/1991	The Milton I. Schwartz Hebrew Academy Board of Trustees Minutes October 14, 1991 and November 21, 1991				
400	AC402191	AC402191	Fri 12/13/1991	Agenda for MIS Hebrew Academy Board of Trustees.				
401	AC402192	AC402199	Thu 01/16/1992	The Milton I. Schwartz Hebrew Academy Board of Trustees Minutes and Income Statement ending January 31, 1992				
402	AC402200	AC402201	Thu 02/20/1992	The Milton I. Schwartz Hebrew Academy Board of Trustees Minutes February 20, 1992				
403	AC402202	AC402203	Thu 03/19/1992	The Milton I. Schwartz Hebrew Academy Board of Trustees Minutes March 19, 1992				
404	AC402204	AC402206	Thu 04/16/1992	The Milton I. Schwartz Hebrew Academy Board of Trustees Minutes April 16, 1992				
405	AC402207	AC402217	Tue 04/28/1992	Resignation Letter from Cynthia Michaels to Schwartz and Lubin and The Milton I. Schwartz Hebrew Academy Board of Trustees Minutes May 21, 1992				
406	AC401840	AC401841	Mon 05/18/1992	The Hebrew Academy Board of Trustees Minutes May 18, 1982				
407	EST-00043	EST-00049	Thu 05/21/1992	Milton I. Schwartz Hebrew Academy Board of Trustee Minutes				
408	AC402218	AC402219	Thu 06/18/1992	The Milton I. Schwartz Hebrew Academy.				
409	EST-00116	EST-00133	07/?/1992	Bylaws of Milton I. Schwartz Hebrew Academy				
410	AC402220	AC402222	Thu 07/16/1992	The Milton I. Schwartz Hebrew Academy Agenda July 16, 1992				
411	EST-00189	EST-00189	Fri 07/17/1992	Letter from Leonard Schwartz to Milton Schwartz				
412	EST-00134	EST-00134	Fri 07/24/1992	Letter to Milton Schwartz from Daniel Goldfarb				
413	EST-00135	EST-00135	Mon 07/27/1992	Fax from Edward Goldman to Milton Schwartz				
414	EST-00136	EST-00141	Mon 07/27/1992	Bylaws of Milton I. Schwartz Hebrew Academy				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
415	EST-00142	EST-00147	Mon 07/27/1992	Bylaws of The Milton I. Schwartz Hebrew Academy				
416	AC402223	AC402226	Mon 08/10/1992	The Milton I. Schwartz Hebrew Academy Board meeting Minutes August 10, 1992				
417	AC402227	AC402245	Sun 09/20/1992	The Milton I. Schwartz Hebrew Academy Board of Trustees Minutes and Agenda September 12, 1991 and September 20, 1992				
418	AC402246	AC402248	Sun 09/27/1992	The Milton Schwartz Hebrew Academy Board meeting				
419	AC402249	AC402251	Thu 10/01/1992	The M.I.S. Hebrew Academy Agenda October 1, 1992 letters to Michael Novick and Scott Higginson				
420	AC402252	AC402253	Thu 10/08/1992	The M.I.S. Hebrew Academy Board of Trustees Meeting October 8, 1992 and Agenda				
421	AC402254	AC402257	Wed 11/18/1992	The Milton I. Swartz Hebrew Academy board Meeting				
422	AC402258	AC402261	Wed 12/16/1992	The Hebrew Academy Executive Board Meeting December 16, 1992				
423	EST-00269	EST-00272	Fri 02/19/1993	Supplemental Affidavit of Michael Novick				
424	EST-00290	EST-00310	Mon 02/22/1993	Reply to Defendant's Opp to Plaintiff's Mot for Decl Judgment and Injunctive Relief				
425	EST-00273	EST-00278	Tue 02/23/1993	Supplemental Affidavit of Milton Schwartz				
426	EST-00194	EST-00204	Mon 03/08/1993	Affidavit of Ira David Sternberg				
427	AC402265	AC402267	Thu 03/11/1993	The Milton I. Schwartz Hebrew Academy Board Meeting Minutes March 11, 1993 and Agenda.				
428	EST-00311	EST-00312	Wed 03/31/1993	Second Supplemental Affidavit of Milton Schwartz				
429	AC402268	AC402271	Thu 05/13/1993	The Hebrew Academy Board of Trustee Meeting May 13, 1993				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
430	AC402272	AC402274	Thu 06/10/1993	The Milton I. Schwartz Hebrew Academy Board Meeting Minutes June 10, 1993 and Agenda				
431	AC402282	AC402283	Thu 06/10/1993	The Hebrew Academy Board of Trustee Blank Ballot June 10, 1993				
432	AC402275	AC402275	Thu 07/08/1993	The Milton I. Schwartz Hebrew Academy Executive Board Meeting Minutes July 8, 1993				
433	AC402276	AC402278	Thu 09/09/1993	The Milton I. Schwartz Hebrew Academy board Meeting Minutes September 9, 1993.				
434	AC402281	AC402281	Tue 10/12/1993	Court Calendar in re Board of Director, Milton I. Schwartz Hebrew Academy vs. 2nd Board of Director at Milton I. Schwartz Hebrew Academy. Case No. A314725				
435	AC402279	AC402280	Thu 10/28/1993	The Milton Schwartz Hebrew Academy Board Meeting Minutes October 28, 1993				
436	AC402284	AC402286	Thu 01/13/1994	The Milton Schwartz Hebrew Academy Board Meeting Minutes January 13, 1994				
437	EST-00065	EST-00072	Tue 01/18/1994	Jewish Federation of Las Vegas Board of Directors Meeting Agenda				
438	EST-00063	EST-00064	Tue 02/22/1994	Letter from Milton Schwartz to Ronni Epstein of the Jewish Federation of Las Vegas				
439	AC402287	AC402288	Thu 03/10/1994	The Milton I. Schwartz Hebrew Academy Board of Meeting Minutes March 10, 1994.				
440	AC402289	AC402293	Thu 04/14/1994	The Milton I. Schwartz Hebrew Academy Board Meeting Minutes April 14, 1994.				
441	AC402294	AC402298	Thu 06/09/1994	The Milton I. Schwartz Hebrew Academy Board Meeting				
442	AC402299	AC402300	Sun 06/19/1994	The Milton I. Schwartz Hebrew Academy Executive Board Meeting Minutes. June 19, 1994				
443	AC402301	AC402314	Thu 06/30/1994	The Hebrew Academy Board Meeting Minutes				
444	AC401884	AC401885	Sun 07/03/1994	The Hebrew Academy Board of Trustees Meeting July 3, 1984				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
445	EST-00042	EST-00042	Thu 07/07/1994	Certificate of Amendment of Articles of Incorporation of Milton I. Schwartz Hebrew Academy				
446	AC402315	AC402316	Thu 08/25/1994	The Hebrew Academy Board Meeting Minutes August 25, 1994.				
447	EST-00237	EST-00240	Mon 10/10/1994	Certificate of Amendment of Articles of Incorporation of the Milton I. Schwartz Hebrew				
448	AC402317	AC402319	Thu 10/13/1994	The Hebrew Academy Board Meeting October 13, 1994.				
449	AC402320	AC402323	Fri 12/09/1994	The Hebrew Academy Board Meeting Minutes				
450	EST-00073	EST-00073	Thu 08/10/1995	Letter from Milton Schwartz to Frederic Berkley				
451	AC402324	AC402325	??/??/1996	Sheet entitled board Minutes 2/96 - 6/96 - blank.				
452	AC402350	AC402351	??/??/1996 - ??/??/1997	1996 and 1995 Board minutes (no minutes attached)				
453	AC402326	AC402326	Thu 02/15/1996	The Hebrew Academy Board Meeting February 15, 1996				
454	AC402327	AC402327	Tue 04/09/1996	The Hebrew Academy Emergency Board of Minutes April 9, 1996				
455	AC402328	AC402328	Thu 04/18/1996	The Hebrew Academy Board Meeting Minutes.				
456	AC402329	AC402330	Thu 05/02/1996	The Hebrew Academy Emergency Board Meeting Minutes May 2, 1996				
457	AC402331	AC402339	Tue 05/07/1996	The Hebrew Academy Emergency Board Meeting				
458	AC402340	AC402342	Sun 05/19/1996	The Hebrew Academy Emergency Board Meeting				
459	AC402343	AC402343	Mon 05/20/1996	Hebrew Academy Emergency Board Meeting				
460	EST-00011	EST-00013	Thu 05/23/1996	Letter from Dr. Roberta Sabbath to Milton Schwartz				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
461	AC402344	AC402345	Tue 06/04/1996	The Hebrew Academy Board Meeting June 4, 1996				
462	AC402346	AC402346	Thu 06/20/1996	Hebrew Academy Board Meeting June 20, 1996				
463	AC402347	AC402349	Mon 06/24/1996	Hebrew Academy Board Minutes June 24, 1996				
464	AC402352	AC402352	Tue 07/23/1996	Hebrew Academy Board Meeting July 23, 1996.				
465	AC402353	AC402354	Mon 08/26/1996	The Milton I. Schwartz Hebrew Academy Board Minutes				
466	AC402355	AC402356	Thu 09/05/1996	Hebrew Academy Board Minutes September 5, 1996.				
467	AC402357	AC402358	Tue 10/01/1996	The Milton I. Schwartz Hebrew Academy Board Meeting October 1, 1996.				
468	AC402359	AC402360	Tue 11/12/1996	The Milton I. Schwartz Hebrew Academy Board Meeting November 12, 1996				
469	AC402361	AC402362	Tue 12/03/1996	The Milton I. Schwartz Hebrew Academy Board Meeting Minutes				
470	AC402524	AC402526	??/??/1997 - ??/??/1998	Hebrew Academy Goals for 1997-98 Overview				
471	AC402363	AC402364	Thu 01/02/1997	Hebrew Academy Board Minutes January 2, 1997				
472	AC402365	AC402366	Tue 01/07/1997	The Hebrew Academy Board of Directors Minutes January 7, 1997				
473	AC402367	AC402367	Sun 01/12/1997	The Hebrew Academy Board Meeting January 12, 1997.				
474	AC402368	AC402369	Tue 02/04/1997	The Hebrew Academy Board of Directors Minutes February 4, 1997				
475	AC402370	AC402370	Mon 03/03/1997	Minutes of Finance committee Meeting. March 3, 1997				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
476	AC402371	AC402371	Tue 03/04/1997	The Hebrew Academy Board Meeting March 4, 1997				
477	EST-00241	EST-00243	Fri 03/21/1997	Certificate of Amendment of Articles of Incorporation of the Milton I. Schwartz Hebrew Academy				
478	AC402372	AC402373	Tue 04/01/1997	Milton I. Schwartz Hebrew Academy Board Meeting April 1, 1997				
479	AC402374	AC402378	Tue 05/13/1997	The Milton I. Schwartz Hebrew Academy Board Meeting				
480	AC402379	AC402380	Tue 06/03/1997	The Milton I. Swartz Hebrew Academy board Meeting.				
481	AC402671	AC402679	Mon 06/30/1997 - Tue 06/30/1998	Independent Auditor's Report for the Milton I. Schwartz Hebrew Academy				
482	AC402381	AC402382	07/??/1997 - 06/??/1998	7/97 and 6/98 Board minutes				
483	AC402383	AC402385	Tue 07/01/1997	Hebrew Academy Board Minutes July 1, 1997				
484	AC402386	AC402387	Tue 08/05/1997	The Hebrew Academy Board Meeting August 5, 1997				
485	AC402388	AC402394	Tue 09/09/1997	Hebrew Academy Planning Session Agenda September 9, 1997.				
486	AC402395	AC402399	Tue 10/07/1997	The Hebrew Academy Board Meeting October 7, 1997				
487	AC402405	AC402407	Wed 12/03/1997	The Milton I. Schwartz Hebrew Academy Board Meeting Minutes				
488	AC402465	AC402469	??/??/1998 - ??/??/1999	The Hebrew Academy 1998-1999 -JFLV Allocation Requests program Description Summary.				
489	AC402408	AC402412	Sun 01/04/1998	Handwritten minute notes dated 12/3/97				
490	AC402413	AC402444	Tue 01/13/1998	Hebrew Academy Board Minutes January 13, 1998.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
				M.I.S. Income Statement for 6 period ended December 31, 1997 attached.				
491	AC402445	AC402445	Tue 02/10/1998	The Hebrew Academy Board Meeting February 10, 1998				
492	AC402446	AC402464	Wed 02/18/1998	Minutes of Special Board Meeting - Attached are income statements and balance sheets for 1998.				
493	AC402470	AC402471	Tue 03/10/1998	Hebrew Academy Board Meeting Minutes March 10, 1998				
494	AC402472	AC402474	Tue 04/07/1998	The Milton I. Swartz Hebrew Academy Board Meeting.				
495	AC402475	AC402476	Tue 05/12/1998	M.I.S. Hebrew Academy Board Minutes May 12, 1998.				
496	AC402477	AC402478	Tue 06/09/1998	The Milton I. Swartz Hebrew Academy Board of Trustee Meeting.				
497	AC402479	AC402483	Wed 06/24/1998	The Hebrew Academy Special Board Meeting June 24, 1998				
498	AC402484	AC402485	07/??/1998	Board Minutes 7/98 - 6/99 (Blank)				
499	AC402486	AC402487	Tue 07/14/1998	The Hebrew Academy Board Meeting July 14, 1998				
500	AC402492	AC402497	Tue 09/08/1998	The Hebrew Academy Board Meeting September 8, 1998				
501	AC402498	AC402503	Wed 10/14/1998	The Hebrew Academy Board of Trustees Meeting October 14, 1998				
502	AC402504	AC402507	Wed 11/11/1998	The Hebrew Academy Board Meeting				
503	AC402508	AC402523	Tue 12/08/1998	Hebrew Academy Board Minutes				
504	AC403172	AC403187	??/??/1999	Form 990 IRS - Return of Organization Exempt from Income Tax.				
505	AC402830	AC402831	Mon 01/04/1999	The Milton I. Schwartz Hebrew Academy Board Meeting Agenda.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
506	AC402527	AC402536	Tue 01/12/1999	Hebrew Academy Board Meeting Agenda and Minutes with Hand Written Notes				
507	AC402661	AC402670	Tue 02/02/1999	Bylaws of The Milton I. Schwartz Hebrew Academy				
508	AC402537	AC402565	Tue 02/09/1999	Hebrew Academy Board Meeting February 9, 1999. Financial's, Income statement and Balance Sheet attached				
509	AC402566	AC402567	03/??/1999	Hebrew Academy Board Agenda				
510	EST-00014	EST-00014	03/??/1999	Bylaws of Milton I. Schwartz Hebrew Academy				
511	AC402568	AC402599	Tue 03/09/1999	Hebrew Academy Board Minutes. Attached is the Program Description Details for 1999-2000 and Balance Sheet for 1999				
512	EST-00205	EST-00227	Thu 03/11/1999	Affidavit of Tamar Lubin aka Tamar Lubin Saposhnik				
513	EST-00106	EST-00115	Tue 04/13/1999	Bylaws of The Milton I. Schwartz Hebrew Academy				
514	AC402600	AC402606	Tue 04/13/1999	Agenda Hebrew Academy Board Meeting with list of board members and terms.				
515	AC402607	AC402626	Tue 04/13/1999	Hebrew Academy Board Minutes with attached Income statement for April 30, 1999				
516	AC402627	AC402660	Tue 05/11/1999	Hebrew Academy Board Minutes - Attached MIS Income State for the 11 month period ended May 31, 1999				
517	AC402683	AC402687	Tue 06/08/1999	Hebrew Academy Board meeting				
518	AC402680	AC402682	Tue 06/08/1999	Handwritten Hebrew Academy Board Meeting				
519	AC402692	AC402726	Thu 07/15/1999	Hebrew Academy Board Meeting, Agenda and Board Report				
520	AC402727	AC402727	08/??/1999	Blank sheet				
521	EST-00075	EST-00075	Sat 08/14/1999	The Hebrew Academy Minutes of the Board of Trustees, Special Meeting				
522	AC402688	AC402689	Wed 08/18/1999	The Milton I. Schwartz Hebrew Academy board Meeting Agenda				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
523	AC402729	AC402738	Wed 08/18/1999	Hebrew Academy Board Meeting				
524	AC402805	AC402809	Thu 08/19/1999	Second Codicil to Last Will & Testament and First Codicil of Milton I. Schwartz				
525	AC402690	AC402691	Wed 09/01/1999	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting Agenda				
526	AC402728	AC402728	Wed 09/01/1999	The Milton I. Schwartz Hebrew Academy board Meeting Agenda.				
527	AC402739	AC402757	Mon 09/13/1999	Hebrew Academy Board Meeting for September 13 and 14, 1999				
528	AC404630	AC404630	Mon 09/13/1999	Hebrew Academy Executive Board Meeting				
529	AC402758	AC402758	10/??/1999	Blank sheet				
530	AC402761	AC402787	Tue 10/12/1999	Hebrew Academy Board Meeting and Hebrew Academy Board Minutes 9/14/99 with attached Preliminary budget for 1999-2000				
531	AC402788	AC402788	11/??/1999	Blank cover sheet for November 1999				
532	AC402789	AC402804	Tue 11/09/1999	Hebrew Academy Board Meeting				
533	AC402759	AC402760	Tue 11/09/1999	The Milton I. Schwartz Hebrew Academy Board Meeting Agenda and List of Standing Committee Members				
534	AC402811	AC402823	Tue 12/07/1999	Hebrew Academy Board Meeting				
535	AC402825	AC402829	Tue 12/07/1999	Hebrew Academy Board Meeting				
536	AC403351	AC403368	??/??/2000 - ??/??/2001	The Milton I. Schwartz Hebrew Academy Year of Achievement.				
537	AC402832	AC402858	Tue 01/04/2000	Hebrew Academy Board meeting. Balance sheets and financial attached.				
538	AC403109	AC403116	Sun 01/09/2000	Hebrew Academy Board Meeting.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
539	AC402859	AC402865	Tue 02/01/2000	Hebrew Academy Board Meeting				
540	AC403266	AC403274	Mon 02/28/2000	Milton I. Schwartz Hebrew Academy Variance Report as of 2/28/00				
541	AC402866	AC402892	Tue 03/07/2000	Hebrew Academy Board Meeting. Income Statement and Balance Sheets attached				
542	AC402893	AC402910	Tue 04/04/2000	Hebrew Academy Board Meeting. Bates No. AC402893-AC402895 and AC402899-402910				
543	AC402911	AC402929	Tue 05/02/2000	Hebrew Academy Board Meeting.				
544	AC402970	AC402972	Tue 06/06/2000	Handwritten Hebrew Academy Meeting				
545	AC402930	AC402952	Tue 06/06/2000	Hebrew Academy Board Meeting and Director's Report				
546	AC403162	AC403171	Fri 06/30/2000	Milton I. Schwartz Hebrew Academy Financial Statements and Auditor's Report				
547	AC403188	AC403196	Fri 06/30/2000	Milton I. Schwartz Hebrew Academy Variance Report as of 6/30/00				
548	EST-00050	EST-00058	Fri 06/30/2000	The Milton I. Schwartz Hebrew Academy Financial Statements and Auditors' Report				
549	AC403197	AC403205	Fri 06/30/2000	Milton I. Schwartz Hebrew Academy Financial Statements and Auditor's Report				
550	AC404631	AC404631	Tue 08/15/2000	Hebrew Academy Executive Committee				
551	AC402953	AC402969	Tue 08/15/2000	Hebrew Academy Board Meeting. Preliminary budget attached 2001-2001				
552	AC404632	AC404632	Tue 09/05/2000	Hebrew Academy Executive Committee				
553	AC402973	AC402976	Tue 09/05/2000	List of meeting date for 2000-2001 and Agenda for the Milton I. Schwartz Hebrew Academy Board Meeting				
554	AC402977	AC403013	Tue 09/05/2000	Hebrew Academy Board Meeting. Income statements and Balance sheets attached				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
555	AC403206	AC403208	Sat 09/30/2000	Milton I. Schwartz Hebrew Academy Statement of Cash Flows for three periods ended September 30, 2000				
556	AC403014	AC403043	Tue 10/03/2000	Hebrew Academy Board Meeting. Income Statement and Budget attached				
557	AC403044	AC403075	Tue 11/07/2000	Hebrew Academy board meeting. Financial's attached.				
558	AC403121	AC403133	??/??/2001	Miscellaneous memorandums				
559	AC403325	AC403341	??/??/2001 - ??/??/2002	Milton I. Schwartz Hebrew Academy Budget				
560	AC403076	AC403107	01/?/2001	Hebrew Academy board meeting. Enrollment chart and financial attached				
561	AC403108	AC403108	02/?/2001	Blank cover sheet				
562	AC403117	AC403120	Tue 02/06/2001	Hebrew Academy Board Meeting				
563	AC403134	AC403134	03/?/2001	Blank cover sheet				
564	AC403135	AC403152	Tue 03/06/2001	Hebrew Academy Board Meeting and financials				
565	AC403555	AC403557	Tue 03/06/2001	Judaic Committee Report to the Board				
566	AC403209	AC403209	Wed 03/07/2001	Letter of Resignation from Milton Schwartz				
567	AC403210	AC403234	Tue 04/03/2001	Emails regarding goals and philosophy of the Hebrew Academy. Board report 4/3/01 re update on school visits in other states.				
568	AC403250	AC403258	Tue 04/03/2001	Report to the Board Executive Summary				
569	AC403743	AC403751	Tue 04/24/2001	Minutes of Judaic committee meeting 4/24 and 5/17				
570	AC403261	AC403262	Thu 04/26/2001	Attached is the M.I.S. Hebrew Academy Strategic Plan Email from Blu Clendening to board				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
571	AC403259	AC403260	Tue 05/01/2001	Director's Report for May 1, 2001				
572	AC403153	AC403161	Tue 05/01/2001	Hebrew Academy Board Meeting				
573	AC403237	AC403247	Tue 05/01/2001	Hebrew Academy Board Meeting				
574	AC403275	AC403276	Sat 05/05/2001	Board Report - May 1, 2001 Admissions				
575	AC403248	AC403249	Sun 05/06/2001	The Milton I. Schwartz Hebrew Academy Visiting Team may 6-9, 2001				
576	AC403235	AC403236	Tue 06/05/2001	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
577	AC403277	AC403313	Tue 06/05/2001	Hebrew Academy board meeting. Pay scale addressed and miscellaneous items.				
578	AC403424	AC403432	Sat 06/30/2001	M.I.S. Hebrew Academy Balance Sheet.				
579	AC403342	AC403350	Wed 08/15/2001	Email from Natalie Berman to Blu Clendening - Board Report.				
580	AC403369	AC403372	Wed 08/15/2001	Proposed Policy changes for board of trustees				
581	AC403315	AC403324	Thu 08/16/2001	Milton I. Schwartz Hebrew Academy Board Meeting Agenda and Minutes				
582	AC403373	AC403396	09/??/2001	The Milton I. Schwartz Hebrew Academy Board Meeting and Agenda for September 5, 2001				
583	AC403263	AC403265	09/??/2001 - 06/??/2005	Milton I. Schwartz Hebrew Academy Pay Scale Draft.				
584	AC403436	AC403437	Mon 10/01/2001	Milton I. Schwartz General Education Committee Minutes.				
585	AC403433	AC403435	Tue 10/16/2001	Judaic Committee Meeting				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
586	AC403397	AC403423	Tue 10/16/2001	Hebrew Academy Board Meeting. Financial attached.				
587	AC403438	AC403464	Tue 11/06/2001	Hebrew Academy Board meeting and Director's Report for November 6, 2001 Information on a World of Difference Workshop Article - The Uncomfortable Question of Anti-Semitism Information on Vehicle donation				
588	AC403551	AC403554	Wed 11/14/2001	Judaic Committee Meeting Report to the Board				
589	AC403547	AC403550	12/??/2001	Memo from Nira Eloul to Board of Trustees, Judaic Committee Meeting 12/5/01				
590	AC403467	AC403511	Tue 12/04/2001	Hebrew Academy Board Meeting. Emails regarding the Judaic studies enrollment of exclusively Jewish and open enrollment.				
591	AC403512	AC403531	Tue 12/18/2001	Hebrew Academy Special Board Meeting				
592	AC403465	AC403466	Tue 12/18/2001	The Milton I. Schwartz Hebrew Academy Special Board of Trustees Meeting Agenda				
593	AC403694	AC403728	??/??/2002 8:03 p.m. PT	ISM - The Strategic Board Evaluation Calendar: 2002-2003				
594	AC403575	AC403584	01/??/2002	Milton Schwartz Hebrew Academy Cash Flow Analysis; December 2001 Variance				
595	AC403542	AC403546	01/??/2002	Memo from Nira Eloul to the Board of Directors				
596	AC403558	AC403574	Wed 01/02/2002	Letters to Board Members for review				
597	AC403532	AC403539	Tue 01/08/2002	Milton I. Schwartz Hebrew Academy Board Meeting Agenda and Minutes				
598	AC403585	AC403617	Tue 02/05/2002	Hebrew Academy Board Meeting and Financials				
599	AC403540	AC403541	Tue 02/05/2002	Director's Report to the Board				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
600	AC401693	AC401694	Wed 02/20/2002	Cover Sheet - Missing Minutes for 1979				
601	AC403620	AC403622	Thu 02/21/2002	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
602	AC403623	AC403660	Thu 02/21/2002	Milton Schwartz Hebrew Academy Board of Trustees-Education Committee Meeting				
603	AC403618	AC403619	Thu 02/28/2002	Report from Committee for Strategic Planning				
604	AC404626	AC404629	Tue 03/05/2002	Executive Committee Meeting. Letter of Intent for Natalie Berman attached				
605	AC403661	AC403693	Tue 04/09/2002	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting and Agenda				
606	AC403756	AC403764	Wed 05/01/2002	Enrollment Report, MIS Hebrew Academy Board Memorandum to all faculty and staff of M.I.S. Hebrew Academy from Carol Davis Zucker				
607	AC403729	AC403735	Tue 05/07/2002	Hebrew Academy Board Meeting				
608	AC403765	AC403771	Tue 05/07/2002	Email re Corporate Banking Resolution with Bank West of Nevada				
609	AC403772	AC403787	Tue 05/07/2002	Director's Report. Board Resolution for M.I.S. Hebrew				
610	AC404633	AC404633	Tue 06/04/2002	Hebrew Academy Executive Committee Meeting				
611	AC403788	AC403790	Tue 06/04/2002	Milton I. Schwartz Hebrew Academy board meeting agenda and standing committees				
612	AC403736	AC403742	Wed 06/05/2002	Director's Report Board Meeting				
613	AC403752	AC403755	Thu 06/06/2002	Minutes of Judaic committee meeting				
614	AC403791	AC403792	Tue 06/11/2002	The Hebrew Academy Special Board Meeting				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
615	AC404634	AC404635	Mon 06/17/2002	Hebrew Academy Executive Committee				
616	AC403793	AC403797	Mon 06/17/2002	Hebrew Academy Board Meeting Regular Session				
617	AC404636	AC404637	Thu 06/27/2002	Hebrew Academy Executive committee meeting.				
618	AC403798	AC403804	Tue 07/02/2002	Hebrew Academy Board Meeting				
619	EST-00156	EST-00159	Thu 08/22/2002	Letter from Lawyer's Title of Nevada, Inc. to Milton Milton Schwartz				
620	AC403814	AC403820	Tue 11/12/2002	The Milton I. Schwartz Hebrew Academy Board Meeting				
621	AC403821	AC403825	Tue 12/10/2002	The Milton I. Schwartz Hebrew Academy Board Meeting				
622	AC400269	AC400272	??/??/2003	President's Report- Recruitment, Transition Period and Restructuring of the Board of Trustees				
623	AC400152	AC400180	??/??/2003	M.I.S. Hebrew Academy profit and Loss Budget vs. Actual July through September 2003				
624	AC403890	AC403912	??/??/2003	Treasurer's Report, budget and Scholarships				
625	AC400044	AC400055	??/??/2003	August 2003-June 2004 Calendar				
626	AC400026	AC400043	??/??/2003 - ??/??/2004	Treasurer's Report, Scholarship, Budget Overview, Balance Sheet, P&L cash Flow Financial for New Additional Classes.				
627	AC400421	AC400436	??/??/2003 - ??/??/2004	Admissions information, ERB test Result, Staff Meetings				
628	AC403826	AC403834	Tue 01/14/2003	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				
629	AC400138	AC400148	Sun 02/02/2003	Irving Greenberg - Education for Freedom: The Mission of Lay Leadership in this Generation, Principals with Principals, miscellaneous articles				
630	AC403835	AC403840	Tue 02/11/2003	The Milton I. Schwartz Hebrew Academy Board Meeting				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
631	AC403841	AC403844	Tue 03/11/2003	The Milton I. Schwartz Hebrew Academy Board Meeting.				
632	AC400109	AC400134	04/??/2003	Milton I. Schwartz Hebrew Academy Summary of Institutional Assessment of April 28-29, 2003 prepared by Cheryl Finkel				
633	AC403913	AC403918	Thu 04/03/2003	Report from Academic Advisory Committee Meeting and email				
634	AC403845	AC403847	Tue 04/08/2003	The Milton I. Schwartz Hebrew Academy Board Meeting.				
635	AC403919	AC403922	Tue 04/29/2003	Chabad Israeli Center letter to Hebrew Academy board Members				
636	AC403878	AC403889	Tue 05/13/2003	Director of Dev & Community Relations Report				
637	AC403875	AC403877	Tue 05/13/2003	Enrollment Report for May 13, 2003				
638	AC403848	AC403874	Tue 05/13/2003	The Milton I. Schwartz Hebrew Academy Board Meeting. President's report including pledges with attached: Reports from Academic Advisory Committee , Academic Advisory Committee, Report of Enrollment, ERB testing				
639	AC400001	AC400025	Tue 06/10/2003	The Milton Schwartz Hebrew Academy Board Meeting Agenda.				
640	AC400092	AC400099	07/??/2003	M.I.S. Hebrew Academy Profit & Loss Budget v. Actual.				
641	AC400056	AC400057	07/??/2003	Blank sheet - handwritten no meeting				
642	AC400273	AC400297	07/??/2003 - 11/??/2003	M.I.S. Hebrew Academy Profit & Loss budget v. actual, balance sheets and cash flows.				
643	AC400135	AC400137	Wed 07/02/2003	Letter from Scott Stolberg to Board of Directors				
644	AC400100	AC400108	Mon 08/04/2003	Letter from Mayo & Associates to Melanie Bash re survey to be included in Best private School Guide				
645	AC400081	AC400091	09/??/2003	Hebrew Academy Insurance Coverage Status Report				
646	AC400068	AC400080	Fri 09/05/2003	Memorandum to Board of Trustees from Nira Eloul, Director re Report for the September 2003 Board Meeting				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
647	AC404607	AC404623	Fri 09/05/2003	Milton I. Schwartz Hebrew Academy Board of Trustees Executive committee meeting minutes				
648	AC400065	AC400067	Tue 09/09/2003	Milton I. Schwartz Hebrew Academy President's Report				
649	AC400058	AC400061	Tue 09/09/2003	The Milton I. Schwartz Hebrew Academy Board Meeting Agenda and Minutes				
650	AC400149	AC400149	Tue 09/09/2003	Email from Blu Clendening re Special Board Meeting				
651	AC404624	AC404625	Thu 09/18/2003	Milton I. Schwartz Hebrew Academy Board of Trustees Executive Board Minutes.				
652	AC400062	AC400064	Tue 09/23/2003	Milton I. Schwartz Hebrew Academy board of Trustees Special Board Meeting Minutes				
653	AC400195	AC400201	Tue 10/14/2003	Development and Community Relations Report				
654	AC400150	AC400151	Tue 10/14/2003	The Milton Schwartz Hebrew Academy Board Meeting Agenda				
655	AC400181	AC400194	Tue 10/14/2003	Miscellaneous letters regarding employment with school, etc.				
656	AC400221	AC400222	Tue 10/28/2003	Milton I. Schwartz Hebrew Academy Middle School Parent Meeting				
657	AC400260	AC400261	Sun 11/09/2003	Education Committee Overview				
658	AC400267	AC400268	Tue 11/11/2003	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				
659	AC400202	AC400204	Tue 11/11/2003	The Milton Schwartz Board Meeting Agenda				
660	AC400212	AC400220	Tue 11/11/2003	Board Report of Melanie Bash				
661	AC400262	AC400263	Wed 11/12/2003	Letter Parents, Teachers, and Friends				
662	AC400298	AC400307	Thu 12/04/2003	Letter from Victor Chaltiel to John Potter				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
663	AC400373	AC400388	Sun 12/07/2003	Articles and letters to Parents and Friends				
664	AC400264	AC400266	Wed 12/10/2003	The Milton Schwartz Hebrew Academy Agenda				
665	AC400583	AC400609	??/??/2004	Treasurer's Report, Profit and Loss, Balance Sheets				
666	AC400883	AC400909	??/??/2004	Profit and Loss Budget vs. Actual, Balance Sheets				
667	AC400823	AC400858	??/??/2004	Treasurer's Report, Profit and Loss by Class, Budget Overview				
668	AC400535	AC400574	??/??/2004	Admissions, Development and Community Relations				
669	AC400795	AC400801	??/??/2004	Miscellaneous school matters				
670	AC400671	AC400681	??/??/2004 - ??/??/2005	Hebrew Academy Admissions and Enrollment				
671	AC400749	AC400765	??/??/2004 - ??/??/2005	Financial: profit and loss budget overview, budget worksheet				
672	AC400364	AC400372	Mon 01/12/2004	Email from Blu Clendening re Agenda for meeting				
673	AC400350	AC400363	Tue 01/13/2004	The Hebrew Academy Finance Committee Meeting				
674	AC400392	AC400394	Tue 01/13/2004	The Milton L. Schwartz Hebrew Academy Board of Trustees Meeting				
675	AC400308	AC400349	Tue 01/13/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting and Agenda. School Financial's and letter from CPA				
676	AC400437	AC400459	Sat 01/31/2004	Treasurer's Report, Profit and Loss Budget v. Actual				
677								
678	AC400460	AC400469	Fri 02/06/2004	Hebrew Academy Insurance Coverage				
679	AC200005	AC200007	Tue 02/10/2004	Agenda for Milton I. Schwartz Board Meeting February 10, 2004				
680	AC400470	AC400525	Tue 02/10/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting and Chairman's report				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
681	AC400389	AC400391	Tue 02/10/2004	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
682	AC400395	AC400420	Tue 02/10/2004	Chairman's Report for February 10, 2004				
683	AC400529	AC400530	Tue 03/16/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				
684	AC200008	AC200012	Tue 03/16/2004	Agenda for Milton I. Schwartz Board Meeting March 16, 2004				
685	AC400610	AC400612	04/??/2004	Facility Report - April 2004				
686	AC400531	AC400534	Mon 04/19/2004	Status of Richard Issacs re contact				
687	AC400617	AC400619	Tue 04/20/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				
688	AC200013	AC200016	Tue 04/20/2004	Agenda for Milton I. Schwartz Board Meeting April 20, 2004				
689	AC400526	AC400528	Tue 04/20/2004	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
690	AC400575	AC400582	Tue 04/20/2004	Interim Director, June Eshel Board Report				
691	AC400629	AC400660	Fri 04/30/2004	Cash Flow, Profit and Loss Budget v. Actual, Balance Sheet				
692	AC400698	AC400735	05/??/2004	Treasurer's Report. Cash Flow (OD), Profit and Loss Statements, Statement of Cash Flow				
693	AC400620	AC400628	Wed 05/05/2004	CV of Rabbi Barry Bank, Chart of Admissions				
694	AC400667	AC400670	Wed 05/05/2004	The Milton I. Schwartz Hebrew Academy board of trustees meeting.				
695	AC400613	AC400616	Wed 05/05/2004	Milton I. Schwartz Hebrew Academy Board Meeting Agenda and Letter to Parents, Teachers, Staff and Friends				
696	AC400661	AC400663	Wed 05/05/2004	Personnel Committee Report				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
697	AC200017	AC200020	Wed 05/05/2004	Agenda for Milton I. Schwartz Board Meeting May 5, 2004				
698	AC400736	AC400740	Sat 06/05/2004	Letter from Blu to Dept of Education re re-licensing				
699	AC400789	AC400794	Tue 06/08/2004	Engagement Letter for June 30, 2004 between Houldsworth and Russo, CPA and Milton I. Schwartz Hebrew Academy				
700	AC200021	AC200025	Tue 06/08/2004	Agenda for Milton I. Schwartz Board Meeting June 8, 2004				
701	AC400744	AC400745	Tue 06/08/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
702	AC400664	AC400666	Tue 06/08/2004	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
703	AC400802	AC400803	Tue 06/08/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
704	AC400682	AC400697	Tue 06/08/2004	Interim Director, June Eshel Board Report. Curriculum attached				
705	AC400230	AC400259	Wed 06/30/2004	M.I.S. Hebrew Academy Balance Sheet Budget Overview 2003				
706	AC401089	AC401100	Wed 06/30/2004	The Milton I. Schwartz Hebrew Academy Audited Financial Statements for June 30, 2004				
707	AC400766	AC400788	07/?/2004	Financial Report for July 2004				
708	AC401059	AC401088	07/?/2004 - 11/?/2004	Financial: profit and loss budgets, cash flow, balance sheets				
709	AC400746	AC400748	Tue 08/10/2004	Principal's Report				
710	AC400872	AC400874	Tue 08/10/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				
711	AC400804	AC400806	Tue 08/10/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
712	AC400741	AC400743	Tue 08/10/2004	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
713	AC200026	AC200029	Tue 08/10/2004	Agenda for Milton I. Schwartz Board Meeting August 10, 2004				
714	AC200030	AC200033	Tue 09/14/2004	Agenda for Milton I. Schwartz Board Meeting September 14, 2004				
715	AC400810	AC400815	Tue 09/14/2004	Milton I. Schwartz Hebrew Academy Board Meeting Agenda and Minutes				
716	AC400816	AC400822	Tue 09/14/2004	Principal's Report, Letter from Benjamin Yerushalmi to M.I.S. Hebrew School				
717	AC400807	AC400809	Tue 09/14/2004	The Milton I. Schwartz Hebrew Academy Board Meeting				
718	AC400859	AC400868	Tue 09/14/2004	The Milton I. Schwartz Hebrew Academy Judaic/Hebrew Committee				
719	AC400987	AC401022	Fri 10/08/2004	Treasurer's Report - Profit & Loss Budget vs. Actual July through October 2004, Budget overview and spreadsheets				
720	AC400869	AC400871	Tue 10/12/2004	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
721	AC200034	AC200037	Tue 10/12/2004	Agenda for Milton I. Schwartz Board Meeting October 12, 2004				
722	AC400910	AC400918	Tue 10/12/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees 2004-2005 list				
723	AC400879	AC400882	Tue 10/12/2004	Principal's Report				
724	AC400922	AC400924	Tue 10/12/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
725	AC400925	AC400932	Fri 10/15/2004	Chairman's Report				
726	AC200038	AC200041	Tue 11/09/2004	Agenda for Milton I. Schwartz Board Meeting November 9, 2004				
727	AC400919	AC400921	Tue 11/09/2004	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
728	AC400933	AC400962	Tue 11/09/2004	Principal's Report Overview				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
729	AC401036	AC401038	Tue 11/09/2004	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
730	AC400963	AC400986	Tue 11/09/2004	Premier Go Program				
731	AC401101	AC401104	Tue 11/23/2004	Jewish Federation of Las Vegas/United Jewish Community Booth Contract				
732	AC401033	AC401035	Tue 12/14/2004	The Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
733	AC401039	AC401058	Tue 12/14/2004	Chairman and Principal's Report				
734	AC200042	AC200042	Tue 12/14/2004	Agenda for Milton I. Schwartz Board Meeting December 14, 2004				
735	PK00113	PK00148	??/??/2005	Cash flow chart 10/05-2/06 Reports				
736	AC401023	AC401032	??/??/2005 - ??/??/2006	Proposed goals for the 2005/06 school year				
737	AC401473	AC401505	??/??/2005 - ??/??/2006	2005-2006 Financial's - Balance sheet, profit and loss.				
738	AC401271	AC401302	??/??/2005 - ??/??/2006	Financial: Cash Flow, Profit and Loss, Balance Sheet				
739	AC401395	AC401428	??/??/2005 - ??/??/2006	Financial: Profit and Loss, Balance Sheet, Profit & Loss Prev Year Comparison				
740	PK00045	PK00046	??/??/2005 - ??/??/2006	Tuition comparisons				
741	PK00015	PK00041	Mon 01/10/2005	Report to the board from the principal of secular studies				
742	EST-00168	EST-00169	Fri 04/15/2005	Las Vegas Review Journal Article re Gala				
743	PK00047	PK00084	07/??/2005 - 12/??/2005	Financial information, Profit and Loss Budget v. Actual, Balance Sheet, Profit and Loss				
744	AC401146	AC401178	07/??/2005 - 12/??/2005	Financial: Profit and Loss Budgets				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
745	AC300001	AC300002	Fri 09/30/2005	Las Vegas Review Article				
746	AC401183	AC401214	12/??/2005	Candidates' interview re head of M.I.S.				
747	PK00009	PK00010	Tue 12/13/2005	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				
748	AC401116	AC401117	Tue 12/13/2005	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
749	AC401179	AC401182	Sat 12/31/2005	Dr. Miriam & Sheldon G. Adelson Balance Sheet and profit and loss.				
750	AC300063	AC300063	1/18/06	Email from Blu Clendenen to Victor Chaltiel				
751	AC401122	AC401140	??/??/2006 - ??/??/2007	The Milton I. Schwartz Hebrew Academy School Calendar.				
752	AC401465	AC401472	??/??/2006 - ??/??/2007	Enrollment 2006 - 2007 and profit and loss budget.				
753	AC403935	AC403938	??/??/2006 - ??/??/2007	Milton I. Schwartz Hebrew Academy Strategic Plan. Certificate of Private School License				
754	AC401634	AC401645	??/??/2006 - ??/??/2007	PNAIS - Pacific Northwest Association of Independent Schools				
755	AC404119	AC404123	??/??/2006 - ??/??/2007	Milton I. Schwartz Hebrew Academy Actual expenses vs. Forecast.				
756	AC401113	AC401115	Tue 01/10/2006	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
757	AC401118	AC401121	Tue 01/10/2006	Dr. Miriam & Sheldon G. Adelson College Preparatory School update.				
758	AC401141	AC401145	Tue 01/10/2006	Report to the Board Principal of Hebrew Judaic Studies. Tuition Comparisons				
759	PK00042	PK00044	Tue 01/10/2006	Report to the Board Principal of Hebrew Judaic Studies				
760	PK00011	PK00014	Tue 01/10/2006	Brochure on the Milton I. Schwartz Hebrew Academy				
761	AC401239	AC401240	Tue 01/10/2006	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
762	AC200043	AC200045	Tue 01/10/2006	Agenda for Milton I. Schwartz Board Meeting January 10, 2006				
763	AC401215	AC401237	Tue 01/10/2006	CV of Paul Schiffman. (See Joint Exhibit No. 24)				
764	PK000086	PK000087	Tue 01/10/2006	The Milton I. Schwartz Hebrew Academy. Paul Schiffman accepted the position as Head of School. (See Joint Exhibit No 25)				
765	PK000006	PK000008	Tue 01/10/2006	Hebrew Academy Board Meeting and agenda. (See Joint Exhibit No. 26)				
766	PK000001	PK000003	Sat 01/21/2006	Dr. Jay and Jennifer Selznick invite to their home for Double Chai				
767	EST-00279	EST-00280	Mon 01/23/2006	Letter from Victor Chaltiel to Jewish Community Member				
768	AC401303	AC401306	Tue 01/31/2006	Dr. Miriam & Sheldon Adelson Balance Sheet				
769	AC404112	AC404113	02/??/2006	February 2006 ERB Testing Results for 4th, 5th, 6th and 7th grades				
770	AC401245	AC401246	Mon 02/13/2006	Letter from Victor Chaltiel to Jewish Federation of Las Vegas re scholarships for 2005-2006 school year.				
771	AC401241	AC401244	Mon 02/13/2006	Letter to and from Carolyn Goodman				
772	PK000088	PK000093	Mon 02/13/2006	Response Letter from Victor Victor Chaltiel to Carolyn Goodman, Chairman, Board of Trustee.				
773	PK000085	PK000085	Tue 02/21/2006	Agenda for the Milton I. Schwartz Hebrew Academy Board Meeting				
774	AC401310	AC401312	Tue 02/21/2006	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				
775	AC401269	AC401270	Tue 02/21/2006	Report to the Board Principal of Hebrew Judas Studies				
776	AC200046	AC200048	Tue 02/21/2006	Agenda for Milton I. Schwartz Board Meeting February 21, 2006				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
777	AC401247	AC401268	Tue 02/21/2006	Report to the Board from the Principal of Secular Studies				
778	AC401238	AC401238	Tue 02/21/2006	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
779	PK00094	PK00112	Tue 02/21/2006	Report to the Board from the Principal of Secular Studies.				
780	AC401313	AC401376	Thu 03/23/2006	Report to the Board from the Principal of Secular Studies and Hebrew Judaica Studies				
781	AC401380	AC401381	Thu 03/23/2006	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
782	AC200049	AC200051	Fri 03/24/2006	Agenda for Milton I. Schwartz Board Meeting March 24, 2006				
783	AC401307	AC401309	Fri 03/24/2006	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
784	AC401434	AC401449	Sun 04/09/2006	Articles about the Hebrew Academy				
785	EST-00320	EST-00321	Mon 04/17/2006	Southern Nevada. US.Mensa.org Article regarding Milton Schwartz				
786	AC401385	AC401394	05/?/2006	Report to the Board from the Principal of Secular Studies				
787	AC401429	AC401433	Mon 05/08/2006	Dr. Miriam & Sheldon G. Adelson Balance Sheets				
788	AC401382	AC401384	Mon 05/08/2006	Invite to Southern Nevada Jewish community Demographic Study				
789	AC200052	AC200054	Tue 05/09/2006	Agenda for Milton I. Schwartz Board Meeting May 9, 2006				
790	AC401453	AC401455	Tue 05/09/2006	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
791	AC401377	AC401379	Tue 05/09/2006	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
792	AC401456	AC401464	Mon 05/22/2006	Letter from Jewish Federation of Las Vegas re: scholarships.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
793	AC200055	AC200055	Tue 06/13/2006	Agenda for Milton I. Schwartz Board Meeting June 13, 2006				
794	AC401506	AC401510	Tue 06/13/2006	Dr. Miriam & Sheldon G. Adelson Balance and Profit and Loss sheets				
795	AC401450	AC401452	Tue 06/13/2006	Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
796	AC401105	AC401112	Fri 06/30/2006	Report of Independent CPA LL Bradford & Company for the Milton I. Schwartz Hebrew Academy				
797	AC404124	AC404129	07/??/2006 - 06/??/2007	Milton I. Schwartz Hebrew Academy Income and Expenses Report.				
798	AC404130	AC404133	07/??/2006 - 07/??/2007	Dr. Miriam and Sheldon G. Adelson School Income and Expense Report				
799	AC200056	AC200057	Wed 09/06/2006	Agenda for Milton I. Schwartz Board Meeting September 6, 2006				
800	AC401513	AC401546	Tue 09/12/2006	The Milton I. Schwartz Hebrew Academy Executive board of Trustee Meeting				
801	AC200058	AC200061	Tue 09/12/2006	Agenda for Milton I. Schwartz Board Meeting September 12, 2006				
802	AC200062	AC200063	Thu 10/05/2006	Executive Board of Trustees Meeting October 5, 2006				
803	AC401547	AC401572	Wed 10/11/2006	The Milton I. Schwartz Hebrew Academy Executive Board of Trustees 9/12/06				
804	AC200064	AC200064	Wed 10/11/2006	Agenda for Milton I. Schwartz Board of Trustee Meeting October 11, 2006				
805	AC404417	AC404417	11/??/2006	The Adelson Educational Campus key Variances to the Operating Plan				
806	AC401575	AC401583	Wed 11/08/2006	Executive committee meeting minutes				
807	AC200065	AC200065	Wed 11/08/2006	Milton I. Schwartz Executive Committee Board of Trustee Meeting November 8, 2006.				
808	AC401573	AC401574	Tue 11/14/2006	Milton I. Schwartz Hebrew Academy Board of Trustee Meeting Agenda				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
809	AC401584	AC401588	Tue 11/14/2006	The Milton I. Schwartz Hebrew Academy .Principal's Report				
810	AC401646	AC401655	Tue 11/14/2006	The Milton I. Schwartz Hebrew Academy November Forecast Summary				
811	AC200066	AC200069	Tue 11/14/2006	Milton I. Schwartz Board of Trustee Meeting November 14, 2006				
812			Tue 11/21/2006	Press Release re new high school Adelson High School				
813	AC200070	AC200071	Wed 12/06/2006	Milton I. Schwartz Executive Committee Board of Trustee Meeting December 6, 2006.				
814	AC200072	AC200072	Tue 12/12/2006	Agenda for Milton I. Schwartz Board Meeting December 12, 2006				
815	AC403923	AC403931	Tue 12/12/2006	The Milton I. Schwartz Hebrew Academy Board of Trustees meeting				
816	AC401656	AC401692	Tue 12/12/2006	The Milton I. Schwartz Hebrew Academy Executive Board Meeting. Attached are various documents: Self-Esteem Builders, Observations, Analyses, Recommendations, School Calendar				
817	AC300059	AC300062	??/??/2007	Gala Documents - Tribute to Milton Schwartz				
818	AC404114	AC404116	??/??/2007	Milton L. Schwartz Academy Assessment Plan Fall 2007 and Board Report				
819	EST-00015	EST-00015	??/??/2007	2007 Gala Documents - Cover Page				
820	EST-00081	EST-00081	??/??/2007	Advertisment relating to The Adelson School				
821	EST-00182	EST-00188	??/??/2007	HL Film works, Spring 2007 Tribute to Milton Schwartz credits				
822	EST-00016	EST-00016	??/??/2007	Letter from Dr. Miriam and . Sheldon G. Adelson and Toni and Victor Chaltiel				
823	EST-00177	EST-00181	??/??/2007	Spring 2007 Tribute to Milton Schwartz credits (Screen shots)				
824	AC401589	AC401633	??/??/2007 - ??/??/2008	Report and ERB Test Results				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
825	AC404481	AC404495	??/??/2007 - ??/??/2008	Adelson Educational Campus - M.I.S. Hebrew Academy profit & Loss July 2007 through June 2008, Balance Sheets, Cash flow Forecast and forecast budget				
826	AC404373	AC404374	??/??/2007 - ??/??/2008	The Milton I. Schwartz Hebrew Academy Certificate of Amendment to Articles of Incorporation for Nonprofit Corporations				
827	AC403979	AC403987	Tue 01/09/2007	The Milton I Schwartz Hebrew Academy Board Meeting				
828	AC403965	AC403976	Wed 01/31/2007	LL Bradford & Company, LLC CPA's re audit the statement of financial position of the M.I.S Hebrew Academy.				
829	AC403977	AC403978	Wed 02/07/2007	Independent Auditor's Report as of June 30, 2005 Education committee meeting. Moving on to another Math program ' Saxon program.				
830	AC403934	AC403934	Wed 02/07/2007	The Milton I. Schwartz Hebrew Academy Executive Board of Trustees				
831	AC404681	AC404684	Sat 02/10/2007	The Adelson Educational Campus Project Investment Report - The Adelson High & Middle Schools				
832	AC404723	AC404726	Sat 02/10/2007	The Adelson Educational Campus Project Investment Report - The Adelson High & Middle Schools.				
833	AC404271	AC404274	Sat 02/10/2007	The Adelson Educational Campus Project Investment Report The Adelson High & Middle Schools.				
834	AC403939	AC403964	Tue 02/13/2007	Report to the Board from the Principal of Secular Studies, Middle School Schedule, ERBS Testing, Field Trips				
835	AC403932	AC403933	Tue 02/13/2007	The Dr. Miriam and Sheldon G. Adelson School - Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
836	EST-00288	EST-00289	Wed 03/14/2007	Milton I. Schwartz Hebrew Academy Minutes from the Executive Board of Trustees Meeting				
837	EST-00313	EST-00315	Fri 03/16/2007	Milton I. Schwartz Hebrew Academy correspondence				
838	AC403988	AC404043	Tue 03/20/2007	The Dr. Miriam and Sheldon G. Adelson School The Milton Schwartz Hebrew Academy				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
839	EST-00287	EST-00287	Fri 04/06/2007	Monthly news letters and Cash Flow Summary for 2007 2007 Gala honoring Milton I. Schwartz				
840	AC404045	AC404072	05/??/2007	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board Meeting for March, April, and May. Income and Expense sheets attached.				
841	EST-00082	EST-00084	Tue 05/08/2007	The Dr. Miriam & Sheldon G. Adelson High School and Milton I. Schwartz Hebrew Academy Board of Trustees Meeting Minutes				
842	EST-00170	EST-00170	Thu 05/17/2007	Las Vegas Review Journal Article, Schwartz receives Pursuit of Excellence Award at Gala				
843			Tue 06/12/2007	2007-06-12 Partial DVD Transcription of Milton I. Schwartz Interview				
844	AC404102	AC404108	Sat 06/30/2007	The Dr. Miriam and Sheldon G. Adelson School Period to Date Project Investment Report				
845	AC404241	AC404244	07/??/2007 - 12/??/2007	M.I.S. Hebrew Academy Profit & loss July through December 2007				
846	AC404738	AC404743	07/??/2007 - 01/??/2008	The Adelson Educational Campus - Adelson High School Income and Expenses, The Adelson Educational Campus - M.I.S. Hebrew Academy Balance Sheet				
847	AC404696	AC404701	07/??/2007 - 01/??/2008	The Adelson Educational Campus - Adelson High School Income Expense.				
848	AC404383	AC404383	07/??/2007 - 02/??/2008	Dr. Miriam & Sheldon G. Adelson Income and Expenses July 2007 through February 2008				
849	AC404406	AC404406	07/??/2007 - 04/??/2008	The Adelson Educational Campus M.I.S. Hebrew Academy Profit & Loss				
850	AC404411	AC404411	07/??/2007 - 04/??/2008	The Adelson Educational Campus-Adelson Upper School Profit and Loss July 2007 through April 2008				
851	AC404109	AC404111	09/??/2007	The Adelson Board Report				
852	AC404099	AC404101	Wed 09/05/2007	The Dr. Miriam and Sheldon G. Adelson School-The Milton I. Schwartz Hebrew Academy The Executive Board of Trustees Meeting				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
853	AC404157	AC404160	Wed 09/19/2007	The Dr. Miriam and Sheldon G. Adelson High School-The Milton I. Schwartz Hebrew Academy board of Trustees Meeting Financial Report attached.				
854	AC404117	AC404118	Wed 09/19/2007	Director of Advancement Report Board of Trustees Meeting 9/19/07				
855	AC404097	AC404098	Wed 09/19/2007	The Dr. Miriam and Sheldon G. Adelson School - Milton I. Schwartz Hebrew Academy Board Meeting Agenda				
856	AC404161	AC404178	Tue 10/09/2007	The Dr. Miriam and Sheldon G. Adelson High School-The Milton I. Schwartz Hebrew Academy board of Trustees Meeting Letter from Jewish Federation				
857	AC404139	AC404156	Tue 10/09/2007	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board meeting. Financial Report - P & L, Balance Sheet, Cash Flow Forecast attached				
858	AC300003	AC300008	Thu 10/11/2007	Petition for Probate of Will and Codicils and for Issuance of letters Testamentary				
859	AC404137	AC404138	Fri 10/26/2007	Letter from United Jewish Community to M.I.S. Hebrew Academy				
860	AC404245	AC404247	12/?/?/2007	M.I.S. Hebrew Academy 2007 Operating Actuals v. Budget and The Adelson School Cash Flow Summary December 31, 2007				
861	EST-00267	EST-00268	Thu 12/06/2007	Promissory Note between Milton I. Schwartz Hebrew Academy and Bank of Nevada				
862	AC404642	AC404642	Mon 12/10/2007	Board Report on Judaic Studies				
863	AC404258	AC404258	Mon 12/10/2007	Board Report on Judaic Studies				
864	AC404672	AC404672	Mon 12/10/2007	The Milton I. Schwartz Hebrew Academy Board Report on Judaic Studies.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
865	AC404207	AC404229	Thu 12/13/2007	The Dr. Miriam and Sheldon G. Adelson School The Milton I. Schwartz Hebrew Academy Board Meeting				
866	AC404702	AC404704	Thu 12/13/2007	Letter AFCF agreeing to make a grant of \$3,000,000.00 to the corporation. Unsigned.				
867	AC404279	AC404281	Thu 12/13/2007	The Dr. Miriam and Sheldon G. Adelson High School - The Milton I. Schwartz Hebrew Board of Trustees Meeting				
868	AC404772	AC404774	Thu 12/13/2007	Letter re AFCF agrees to make a grant of \$3,000,000.00 to the corporation				
869	AC404744	AC404746	Thu 12/13/2007	Letter re AFCF agrees to make a grant of \$3,000,000.00 to the corporation				
870	AC404298	AC404300	Thu 12/13/2007	Adelson Family Charitable Foundation pledge to The Milton I. Schwartz Hebrew Academy of \$3,000,000.00				
871	AC404689	AC404691	Thu 12/13/2007	The Dr. Miriam and Sheldon G. Adelson High School - The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				
872	AC404731	AC404733	Thu 12/13/2007	The Dr. Miriam and Sheldon G. Adelson High School - The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting.				
873	AC404237	AC404240	Mon 12/31/2007	M.I.S. Hebrew Academy Balance Sheet 2007				
874	AC404234	AC404234	Mon 12/31/2007	M.I.S. Hebrew Academy Cash Flow Summary				
875	AC404259	AC404260	Mon 12/31/2007	Dr. Miriam and Sheldon G. Adelson School Period to Date Project Investment Report.				
876	AC404663	AC404667	Mon 12/31/2007	The Dr. Miriam & Sheldon G. Adelson Balance Sheet as of 12/31/07				
877	AC404643	AC404644	Mon 12/31/2007	The Dr. Miriam and Sheldon G. Adelson School period to date project investment report.				
878	AC404648	AC404648	Mon 12/31/2007	M.I.S. Hebrew Academy Cash Flow Summary				
879	AC404249	AC404253	Mon 12/31/2007	The Miriam & Sheldon G. Adelson Balance Sheet, Profit and Loss and Actuals vs. Operating Budget				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
880	AC404673	AC404674	Mon 12/31/2007	The Dr. Miriam and Sheldon G. Adelson School Period to Date Project Investment Report				
881	AC404651	AC404661	Mon 12/31/2007	Milton I. Schwartz Hebrew Academy Balance Sheet, Profit and Loss, Operating Actuals v. Budget. and The Adelson School Cash flow Summary 12/31/07				
882	AC404470	AC404479	??/??/2008	ACH Debit Agreement between Mellon Bank and the Dr. Miriam and Sheldon G. Adelson Educational Institute				
883	AC404781	AC404786	??/??/2008	The Dr. Miriam and Sheldon Adelson Educational Campus Comprehensive Campaign Timeline.				
884	AC404542	AC404559	??/??/2008	Giving USA Spotlight news				
885	AC404587	AC404606	??/??/2008	Giving USA Foundation paper " Giving during recessions and economic slowdowns"				
886	AC404301	AC404303	??/??/2008	Nonprofit Amendment and attached is the Dr. Miriam and Sheldon G. Adelson Educational Campus Comprehensive Campaign - Community Phase				
887	AC404360	AC404365	??/??/2008 - ??/??/2009	The Dr. Miriam and Sheldon Adelson Educational Campus Comprehensive Campaign timeline				
888	AC404375	AC404375	??/??/2008 - ??/??/2009	The Dr. Miriam & Sheldon G. Adelson Educational Campus Enrollment Forecast & Analysis.				
889	AC404920	AC404922	??/??/2008 - ??/??/2009	The Dr. Miriam & Sheldon G. Adelson Educational Campus Enrollment Forecast & Analysis				
890	AC404884	AC404886	??/??/2008 - ??/??/2009	The Dr. Miriam & Sheldon G. Adelson Educational Campus Enrollment Forecast & Analysis				
891	AC404866	AC404868	??/??/2008 - ??/??/2009	The Dr. Miriam & Sheldon G. Adelson Educational Campus Enrollment Forecast & Analysis and operating budget				
892	AC404401	AC404402	??/??/2008 - ??/??/2009	Dr. Miriam and Sheldon G. Adelson Educational Institute Enrollment Forecast & Analysis				
893	AC404911	AC404913	??/??/2008 - ??/??/2009	The Dr. Miriam & Sheldon G. Adelson Educational Campus Enrollment Forecast & Analysis				
894	AC404930	AC404932	??/??/2008 - ??/??/2009	The Dr. Miriam & Sheldon G. Adelson Educational Campus Enrollment Forecast & Analysis.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
895	AC404875	AC404877	??/??/2008 - ??/??/2009	The Dr. Miriam & Sheldon G. Adelson Educational Campus Enrollment Forecast & Analysis.				
896	AC404902	AC404904	??/??/2008 8:09 p.m. PT	The Dr. Miriam & Sheldon G. Adelson Educational Campus Enrollment Forecast & Analysis				
897	AC404649	AC404650	01/??/2008	Milton I. Schwartz Hebrew Academy Quarterly Cash Flow January 2008 forecast.				
898	AC404235	AC404236	01/??/2008	Milton I. Schwartz Hebrew Academy Quarterly Cash Flow January 08 forecast.				
899	AC404775	AC404776	01/??/2008	Promissory note \$500,000.00 from The Milton I. Schwartz Hebrew Academy to Sheldon Adelson and Miriam Adelson				
900	AC404705	AC404707	01/??/2008	Promissory Note from M.I.S. Hebrew Academy to Sheldon G. Adelson Attachment to Certificate of Amendment to Articles of Incorporation of the M.I.S. Hebrew Academy				
901	AC404292	AC404293	01/??/2008	Promissory Note for \$500,000.00 from the Milton I. Schwartz Hebrew Academy to Sheldon G. Adelson				
902	AC404662	AC404662	01/??/2008	The Adelson School Quarterly Cash flow Forecast				
903	AC404248	AC404248	01/??/2008	The Adelson School Quarterly Cash Flow Forecast January 08.				
904	AC404369	AC404370	01/??/2008	Promissory Note for \$500,000.00 from The Milton I. Schwartz Hebrew Academy to Sheldon Adelson and Miriam Adelson				
905	AC404645	AC404647	Thu 01/10/2008	Dr. Miriam and Sheldon G. Adelson Educational Institute Board of Trustees Meeting with attached Operating Revenues & Expenses 2005-2006.				
906	AC404638	AC404641	Thu 01/10/2008	Dr. Miriam and Sheldon G. Adelson Institute Board of Trustees Meeting - Resolution of the Board of Trustees				
907	AC404668	AC404671	Thu 01/10/2008	Dr. Miriam and Sheldon G. Adelson Educational Institute Board of Trustees Meeting Attached: The Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees dated January 10, 2008				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
908	AC404254	AC404257	Thu 01/10/2008	Dr. Miriam and Sheldon G. Adelson Educational Institute Board of Trustees Meeting Attached Milton L. Schwartz Hebrew Academy Resolutions of the Board of Trustees dated January 10, 2008				
909	AC404230	AC404233	Thu 01/10/2008	The Dr. Miriam and Sheldon G. Adelson Educational Institute meeting. Attached Operating Revenues & Expenses for 2005 through 2010				
910	AC404692	AC404693	Thu 01/10/2008	The Dr. Miriam and Sheldon G. Adelson Educational Institute Board of Trustees Meeting. Chairman Report				
911	AC404734	AC404735	Thu 01/10/2008	The Dr. Miriam and Sheldon Adelson Educational Institute.				
912	AC404282	AC404283	Thu 01/10/2008	The Dr. Miriam and Sheldon Adelson Educational Institute Board of Trustees Meeting				
913	EST-00263	EST-00264	Wed 01/30/2008	Letters Testamentary appointing Jonathan Schwartz as executor				
914	AC404284	AC404291	02/??/2008	The Adelson Educational Campus - Adelson High School Quarterly Cash Flow Forecast.				
915	AC404736	AC404737	02/??/2008	The Adelson Educational Campus - Adelson High School Quarterly Cash Flow Forecast February 2008				
916	AC404694	AC404695	02/??/2008	The Adelson Educational Campus-Adelson High School Quarterly Cash Flow Forecast February 08				
917	AC404750	AC404752	02/??/2008	The Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees				
918	AC404371	AC404372	02/??/2008	Promissory note for \$670,000.00 from the Milton I. Schwartz Hebrew Academy to Sheldon G. Adelson and Miriam Adelson				
919	AC404382	AC404382	02/??/2008	The Adelson Educational Campus - Adelson High School 2007-08 Actuals vs. Operating Budget				
920	AC404377	AC404378	02/??/2008	The Adelson Educational Campus - M.I.S. Hebrew Academy Semi-Annual Cash Flow Forecast for February 2008				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
921	AC404708	AC404710	02/??/2008	The Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees				
922	AC404720	AC404722	02/??/2008	The Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees.				
923	AC404777	AC404778	02/??/2008	Promissory note \$670,000.00 from The Milton I. Schwartz Hebrew Academy to Sheldon G. Adelson and Miriam Adelson				
924	AC404761	AC404764	02/??/2008	The Adelson Educational Campus - Milton I. Schwartz Hebrew Academy 07-08 Actuals vs. Operating Budget				
925	AC404261	AC404264	Tue 02/05/2008	Adelson Educational Institute Board of Trustee Meeting Draft Feb. 2008 - Adelson Educational Institute Executive Board of Trustee Meeting				
926	AC404716	AC404719	Tue 02/05/2008	Adelson Educational Institute Board of Trustees Meeting - Adelson Educational Institute Executive Board of Trustee Meeting				
927	AC404675	AC404680	Tue 02/05/2008	Adelson Educational Institute Board of Trustee Meeting Draft Feb. 2008 - Adelson Educational Institute Executive Board of Trustee Meeting - Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees				
928	AC404766	AC404769	Tue 02/12/2008	The Adelson Educational Campus - Adelson High School 2007-08 Actuals vs. Operating Budget				
929	AC404713	AC404715	Tue 02/12/2008	The Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees				
930	AC404350	AC404353	Tue 02/12/2008	The Adelson Educational Campus Milton I. Schwartz Hebrew Academy Board Meeting. Attached: The M.I.S. Hebrew Academy Resolutions of the Board of Trustees				
931	AC404386	AC404387	Tue 02/12/2008	Letter to Parents from The Dr. Miriam and Sheldon G. Adelson School				
932	AC404755	AC404759	Tue 02/12/2008	The Adelson Educational Campus - Milton I. Schwartz Hebrew Academy Board Minutes				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
933	AC404379	AC404380	Fri 02/29/2008	The Adelson Educational Campus - M.I.S. Hebrew Academy Balance sheet for February 28 2008				
934	AC404384	AC404385	Fri 02/29/2008	The Adelson Educational Campus - Dr. Miriam & Sheldon High School Balance Sheet as of February 29, 2008				
935	AC404376	AC404376	03/??/2008	The Adelson Educational Campus - M.I.S. Hebrew Academy Semi-Annual Cash Flow Forecast for March 2008				
936	AC404765	AC404765	03/??/2008	The Adelson Educational Campus - Adelson High School Semi-Annual Cash Flow Forecast March 08				
937	AC404420	AC404430	03/??/2008	Promissory Note in the amount of \$35,000,000.00 from Mellon Bank for The Dr. Miriam and Sheldon G. Adelson Educational Institute.				
938	AC404381	AC404381	03/??/2008	The Adelson Educational Campus - Adelson High School Semi-Annual Cash Flow Forecast for March 2008				
939	AC404760	AC404760	03/??/2008	The Adelson Educational Campus - M.I.S. Hebrew Academy Semi-Annual Cash flow Forecast				
940	AC404754	AC404754	Wed 03/05/2008	The Dr. Miriam and Sheldon G. Educational Campus Board of Trustee Meeting				
941	AC404799	AC404799	Wed 03/05/2008	The Adelson Educational Campus Milton I. Schwartz Hebrew Academy Executive Board of Trustees Meeting.				
942	AC404747	AC404749	Tue 03/11/2008	Promissory note for \$500,000.00 from The Milton I. Schwartz Hebrew Academy to Sheldon G. Adelson				
943	AC404347	AC404348	Tue 03/11/2008	The Dr. Miriam and Sheldon G. Adelson Educational Campus Board of Trustee Meeting Agenda				
944	AC404770	AC404771	Tue 03/11/2008	Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees				
945	AC404753	AC404753	Tue 03/11/2008	The Dr. Miriam and Sheldon G. Educational Campus Board of Trustee Meeting. Capital Campaign Visit with the Ostroff Group.				
946	AC404787	AC404798	Tue 03/11/2008	The Dr. Miriam and Sheldon G. Educational Campus Board of Trustee Meeting. Attached is The Adelson Educational Campus Comprehensive Campaign				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
947	AC404828	AC404843	Tue 03/11/2008	The Dr. Miriam and Sheldon G. Adelson Educational Institute Board of Trustees Attached Enrollment forecast & Analysis.				
948	AC404844	AC404860	Tue 03/11/2008	The Dr. Miriam and Sheldon G. Adelson Educational Institute Board of Trustees Meeting				
949	AC404804	AC404826	Tue 03/11/2008	The Milton I. Schwartz Hebrew Academy Resolutions of the board of Trustees				
950	EST-00250	EST-00254	Fri 03/21/2008	Certificate of Amendment of Articles of Incorporation of the Milton I. Schwartz Hebrew Academy				
951	AC404410	AC404410	04/??/2008	The Adelson Educational Campus-Adelson Upper School 2007-2008 Actuals vs. Operating Budget for April 2008				
952	AC404405	AC404405	04/??/2008	The Adelson Educational Campus Milton I. Schwartz Hebrew Academy 07-08 Actuals vs. Operating Budget				
953	AC404827	AC404827	Thu 04/10/2008	The Adelson Educational Institute Board Meeting Agenda				
954	EST-00028	EST-00028	Thu 04/17/2008	Letter form Paul Schiffman to Jonathan Schwartz thanking him for his donation				
955	AC404412	AC404413	Wed 04/30/2008	The Adelson Educational Campus-Adelson Upper School Balance Sheet as of April 30, 2008.				
956	AC404407	AC404408	Wed 04/30/2008	The Adelson Educational Campus M.I.S. Hebrew Academy Profit & Loss				
957	AC404409	AC404409	05/??/2008	The Adelson Educational Campus-Adelson Upper School Semi-Annual Cash flow Forecast May 2008.				
958	AC404459	AC404469	Thu 05/01/2008	Schedule to the 2002 Master Agreement dated May 1, 2008 between Mellon Bank and The Dr. Miriam and Sheldon G. Adelson Educational Institute				
959	AC404431	AC404458	Thu 05/01/2008	ISDA - 2002 Master Agreement between Mellon Bank and The Dr. Miriam and Sheldon G. Adelson Educational Institute.				
960			Thu 05/01/2008	Not bates stamped. Picture of School				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
961	AC404414	AC404416	Wed 05/07/2008	The Adelson Educational Campus 08-09 budget versus 07-08 Budget				
962	AC404388	AC404389	Sun 05/11/2008	The Adelson Educational Institute Board of Trustee Meeting Agenda				
963	AC404923	AC404923	Mon 05/12/2008	Adelson Educational Campus Board of Trustees Meeting				
964	AC404878	AC404878	Mon 05/12/2008	Adelson Educational Campus Board of Trustees Meeting				
965	AC404887	AC404887	Mon 05/12/2008	Adelson Educational Campus Board of Trustees Meeting				
966	AC404914	AC404914	Mon 05/12/2008	Adelson Educational Campus Board of Trustees Meeting				
967	AC404393	AC404400	Mon 05/12/2008	Dr. Miriam and Sheldon G. Adelson Educational Institute Resolutions of the Board of Trustees				
968	AC404403	AC404404	Mon 05/12/2008	The Dr. Miriam & Sheldon Adelson Campus Financial procedures & Guidelines.				
969	AC404905	AC404905	Mon 05/12/2008	Adelson Educational Campus Board of Trustee Meeting				
970	AC404896	AC404896	Mon 05/12/2008	Adelson Educational Campus Board of Trustee Meeting				
971	AC404933	AC404933	Mon 05/12/2008	Adelson Educational Campus Board of Trustees meeting.				
972	AC404869	AC404869	Mon 05/12/2008	Adelson Educational Campus Board of Trustee Meeting				
973	EST-00008	EST-00008	Wed 05/28/2008	Letter from the 2008 Gala Committee of the Milton I. Schwartz Hebrew Academy to Jonathan Schwartz				
974	AC404928	AC404929	Fri 05/30/2008	Adelson Educational Campus Executive Board of Trustees Meeting				
975	AC404864	AC404865	Fri 05/30/2008	Adelson Educational Campus Board of Trustees Meeting				
976	AC404882	AC404883	Fri 05/30/2008	Adelson Educational Campus Executive Board of Trustees Meeting				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
977	AC404891	AC404892	Fri 05/30/2008	Adelson Educational Campus Executive Board of Trustees Meeting Educational Institute d/b/a Adelson Educational Campus				
978	AC404873	AC404874	Fri 05/30/2008	Adelson Educational Campus Board of Trustee Meeting				
979	AC404900	AC404901	Fri 05/30/2008	Adelson Educational Campus Board of Trustee Meeting				
980	AC404909	AC404910	Fri 05/30/2008	Adelson Educational Campus Board of Trustee Meeting				
981	AC404879	AC404881	06/??/2008	Adelson Educational Campus Board of Trustee Meeting				
982	AC404906	AC404908	Tue 06/03/2008	Adelson Educational Campus Board of Trustee Meeting				
983	AC404496	AC404512	Tue 06/03/2008	The Adelson Educational Campus Board of Trustees Meeting Profit and Loss Statements attached.				
984	AC404915	AC404917	Tue 06/03/2008	Adelson Educational Campus Board of Trustee meeting				
985	AC404888	AC404890	Tue 06/03/2008	Adelson Educational Campus Board of Trustee Meeting				
986	AC404861	AC404863	Tue 06/03/2008	Adelson Educational Campus Board of Trustee Meeting Agenda				
987	AC404893	AC404895	Tue 06/03/2008	The Dr. Miriam & Sheldon G. Adelson Educational Campus Enrollment Forecast & Analysis.				
988	AC404924	AC404927	Tue 06/03/2008	Adelson Educational Campus Board of Trustee Meeting				
989	AC404897	AC404899	Tue 06/03/2008	Adelson Educational Campus Board of Trustee Meeting				
990	AC404870	AC404872	Tue 06/03/2008	Adelson Educational Campus Board of Trustee Meeting				
991	EST-00029	EST-00030	Thu 08/28/2008	Letter from Jonathan Schwartz to Paul Schiffman				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
992	AC404560	AC404586	Mon 10/20/2008	The Dr. Miriam and Sheldon G. Adelson Educational Campus Board of Trustees Meeting. Attached Calendar 2009-2010 and Financial's				
993	AC404513	AC404541	Sun 11/09/2008	The Dr. Miriam and Sheldon G. Adelson Educational Campus Education for Life brochure and invitation for open house				
994	AC50000	AC500001	Tue 12/09/2008	Adelson Educational Campus Board of Trustees Meeting				
995	EST-00171	EST-00171	??/??/2009	Photograph of Milton Schwartz grave marker				
996	AC500002	AC500004	Wed 01/07/2009	Adelson Educational Campus Executive Board of Trustee Meeting				
997	AC500005	AC500007	Tue 01/13/2009	Adelson Educational Campus Executive Board of Trustee Meeting				
998	AC500008	AC500008	Wed 02/11/2009	Adelson Educational Campus Executive Board of Trustee Meeting				
999	AC500009	AC500010	Wed 02/18/2009	Adelson Educational Campus Executive Board of Trustee Meeting. (See Joint Exhibit No. 53)				
1000	AC500011	AC500012	Wed 03/11/2009	Adelson Educational Campus Executive Board of Trustee Meeting				
1001	AC404390	AC404392	Thu 05/07/2009	Adelson Educational Institute Executive Board of Trustees Meeting.				
1002	AC500013	AC500014	Mon 06/15/2009	Adelson Educational Campus Executive Board of Trustee Meeting				
1003	AC500015	AC500015	Fri 09/04/2009	Adelson Educational Campus Executive Board of Trustee Meeting				
1004	AC500016	AC500017	Tue 11/10/2009	Adelson Educational Campus Executive Board of Trustee Meeting				
1005	EST-00018	EST-00018	??/??/2010	Slip sheet 2010				
1006	EST-00079	EST-00079	Thu 01/28/2010	Envelope addressed to Jonathan Schwartz				
1007	AC500018	AC500019	Wed 02/17/2010	Adelson Educational Campus Executive Board of Trustee Meeting				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
1008	EST-00316	EST-00319	Thu 02/18/2010	Clark County Records Search re Parcel No. 138-19-516-001				
1009	EST-00020	EST-00023	03/??/2010	Agreement between the Estate of Milton Schwartz and Milton I. Schwartz Hebrew Academy				
1010	EST-00076	EST-00076	Thu 03/04/2010	Fax from Jonathan Schwartz with handwritten note				
1011	EST-00032	EST-00032	Thu 03/04/2010	Handwritten letter from David Sims to Jonathan Schwartz				
1012	EST-00024	EST-00024	Tue 03/09/2010	Email from Jonathan Schwartz to Paul Schiffman				
1013	AC300065	AC300069	3/9/10	Email from Jonathan Schwartz to Paul Schiffman				
1014	AC500020	AC500021	Tue 04/13/2010	Adelson Educational Campus Executive Board of Trustee Meeting				
1015	AC300026	AC300054	2010	Email from Jonathan Schwartz (3/9/10 to Victor Chaltiel				
1016	EST-00004	EST-00007	05/??/2010	Draft Agreement between Milton Schwartz and Milton I. Schwartz Hebrew Academy				
1017	EST-00001	EST-00003	Mon 05/10/2010	Letter from Jonathan Schwartz to Sheldon G. Adelson				
1018	AC300009	AC300025	Mon 05/10/2010	Letter from Jonathan Schwartz to Victor Chaltiel				
1019	AC500026	AC500027	Tue 06/08/2010	Adelson Educational Campus Executive Board of Trustee Meeting				
1020	AC500030	AC500030	Tue 11/23/2010	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1021	PK00149	PK00150	Tue 11/23/2010	Notes from Board Meeting of November 23, 2010				
1022	PK00151	PK00151	Thu 01/20/2011	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance				
1023	AC500031	AC500031	Thu 01/20/2011	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting				
1024	AC500032	AC500032	Wed 02/09/2011	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
1025	PK00152	PK00152	Wed 02/09/2011	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance				
1026	AC500033	AC500033	Tue 03/08/2011	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1027	PK00153	PK00153	Tue 03/08/2011	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance report submitted				
1028	EST-00155	EST-00155	Sat 04/09/2011	Quitclaim Deed Milton I. Schwartz Hebrew Academy and The Hebrew Academy				
1029	PK00154	PK00154	Tue 04/12/2011	The Miriam and Sheldon G. Adelson Educational Campus.				
1030	AC500034	AC500034	Tue 04/12/2011	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting				
1031	PK00155	PK00155	Tue 05/10/2011	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance report				
1032	AC500035	AC500035	Tue 05/10/2011	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1033	PK00156	PK00156	Tue 06/14/2011	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance report				
1034	AC500036	AC500036	Tue 06/14/2011	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting				
1035	AC402488	AC402491	08/??/2011	Hebrew Academy Board meeting August 11, 1998.				
1036	AC500037	AC500037	Tue 09/13/2011	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting				
1037	PK00157	PK00157	Tue 09/13/2011	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance report				
1038	PK00158	PK00158	Tue 11/08/2011	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance report				
1039	AC500038	AC500038	Tue 11/08/2011	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1040	EST-00033	EST-00034	Fri 12/02/2011	Letter from the 2011-2012 Gala Committee				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
1041	PK00159	PK00159	Tue 01/10/2012	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance report				
1042	AC500039	AC500039	Tue 01/10/2012	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1043	AC500040	AC500040	Tue 03/06/2012	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1044	PK00160	PK00160	Tue 03/06/2012	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance report				
1045	PK00161	PK00161	Tue 09/11/2012	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance report				
1046	AC500041	AC500041	Tue 09/11/2012	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1047	AC500042	AC500042	Tue 10/16/2012	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1048	PK00162	PK00162	Tue 10/16/2012	The Miriam and Sheldon G. Adelson Educational Campus. Auditors Report presented				
1049	PK00163	PK00163	Tue 11/13/2012	The Miriam and Sheldon G. Adelson Educational Campus. Budget and Finance				
1050	AC500043	AC500043	Tue 11/13/2012	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1051	PK00164	PK00164	Tue 12/11/2012	The Miriam and Sheldon G. Adelson Educational Campus				
1052	AC500044	AC500044	Tue 01/08/2013	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting				
1053	PK00165	PK00165	Tue 01/08/2013	The Miriam and Sheldon G. Adelson Educational Campus				
1054	PK00166	PK00166	Tue 02/12/2013	The Miriam and Sheldon G. Adelson Educational Campus. Financial Report presented				
1055	AC500045	AC500045	Tue 02/12/2013	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting				
1056	PK00167	PK00167	Tue 03/12/2013	The Miriam and Sheldon G. Adelson Educational Campus.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
1057	AC500046	AC500046	Tue 03/12/2013	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1058	AC300064	AC300064	3/13/13	Email from Jonathan Schwartz to Paul Schiffman re "Thank you for the tour today."				
1059	PK00168	PK00168	Tue 04/09/2013	The Miriam and Sheldon G. Adelson Educational Campus.				
1060	AC500047	AC500047	Tue 04/09/2013	Dr. Miriam and Shelton G. Adelson Educational Campus Board meeting.				
1061	AC300070	AC300102	Fri 04/12/2013	SOS The Hebrew Academy Corporate records. Articles of Incorporations and Amendments				
1062	EST-00256	EST-00259	Thu 05/02/2013	Declaration of Paul Schiffman				
1063	EST-00260	EST-00262	Thu 05/02/2013	Declaration of Paul Schiffman				
1064	AC500254	AC500254	Tue 05/14/2013	Adelson Board Meeting Minutes May 14, 2013				
1065	AC500255	AC500255	Tue 06/11/2013	Adelson Board Meeting Minutes June 11, 2013				
1066	EST-00190	EST-00193	Fri 06/21/2013	Adelson Education Campus website pages				
1067	AC500256	AC500256	Tue 09/10/2013	Adelson Board Meeting Minutes September 10, 2013				
1068	AC500257	AC500257	Tue 10/08/2013	Adelson Board Meeting Minutes October 8, 2013				
1069	AC500258	AC500258	Tue 11/12/2013	Adelson Board Meeting Minutes November 12, 2013				
1070	AC500259	AC500259	Mon 12/09/2013	Adelson Board Meeting Minutes December 9, 2013				
1071	AC200001	AC200004	Mon 01/13/2014	Agenda for Milton I. Schwartz Board Meeting				
1072	AC500260	AC500260	Tue 01/14/2014	Adelson Board Meeting Minutes				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
1073	AC500261	AC500261	Tue 02/11/2014	Adelson Board Meeting Minutes				
1074			Tue 02/25/2014	Deposition of Lenard E. Schwartz, Esq. and deposition exhibits.				
1075			Tue 02/25/2014	Deposition of Neville Pokroy, M.D. and deposition exhibits.				
1076			Tue 03/04/2014	Deposition of Sheila Robertson and deposition exhibits.				
1077			Wed 03/05/2014	Deposition of A. Jonathan Schwartz and deposition exhibits.				
1078			Wed 03/05/2014	Deposition of Roberta Sabbath, Ph.D. and deposition exhibits.				
1079			Tue 03/11/2014	Deposition of Paul Schiffman - Vol. 1 and deposition exhibits.				
1080			Tue 03/11/2014	Deposition of William Shranko				
1081	AC500262	AC500262	Tue 03/11/2014	Adelson Board Meeting Minutes March 11, 2014				
1082	AC500263	AC500263	Tue 04/08/2014	Adelson Board Meeting Minutes April 8, 2014				
1083			Thu 05/15/2014	Transcription of Interview Paul Schiffman				
1084			Fri 05/16/2014	Transcription of Interview of Victor Victor Chaltiel				
1085			Tue 05/20/2014	Declaration of Susan Pacheco				
1086			Tue 05/20/2014	Declaration of Frederic Berkley				
1087			Wed 05/21/2014	Declaration of Eileen Zarin				
1088			Wed 05/21/2014	Declaration of Samuel Schwartz				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
1089			Thu 05/22/2014	Declaration of Robin Landsburg				
1090	AC500264	AC500264	Tue 06/10/2014	Adelson Board Meeting Minutes June 10, 2014				
1091	AC500265	AC500265	Tue 09/09/2014	Adelson Board Meeting Minutes September 9, 2014				
1092	AC400205	AC400211	10/??/2014	The Milton I. Schwartz Hebrew Academy Board of Trustees Meeting				
1093	AC500266	AC500266	Tue 10/14/2014	Adelson Board Meeting Minutes October 14, 2014				
1094	AC500267	AC500267	Tue 11/11/2014	Adelson Board Meeting Minutes November 11, 2014				
1095	AC500268	AC500268	Mon 12/15/2014	Adelson Board Meeting Minutes December 15, 2014				
1096	AC500269	AC500269	Tue 01/20/2015	Adelson Board Meeting Minutes January 20, 2015				
1097			Thu 01/29/2015	Wyne Expert Report				
1098	AC500270	AC500270	Tue 02/10/2015	Adelson Board Meeting Minutes February 10, 2015				
1099			Thu 03/05/2015	Deposition of Mark Gordon and deposition exhibits.				
1100			Fri 03/06/2015	Deposition of Susan Pacheco and deposition exhibits				
1101	AC500271	AC500271	Tue 03/10/2015	Adelson Board Meeting Minutes March 10, 2015				
1102			Wed 03/11/2015	Deposition of Elliott Klain, DO and deposition exhibits.				
1103			Wed 03/11/2015	Deposition of Marc Gordon 03.11.15 and deposition exhibits.				
1104	EST-00154	EST-00154	Sun 03/15/2015	Clark County Assessor's Parcel Ownership History for APN 138-19-516-001				

EXHIBIT 1

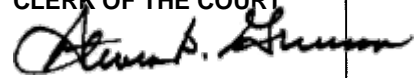
Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
1105	AC500272	AC500272	Fri 04/24/2015	Adelson Board Meeting Minutes April 24, 2015				
1106			05/??/2015	Declaration of Rabbi Wyne				
1107	AC500273	AC500273	Tue 05/19/2015	Adelson Board Meeting Minutes May 19, 2015				
1108	AC500274	AC500274	Wed 09/02/2015	Adelson Board Meeting Minutes September 2, 2015				
1109	AC500275	AC500275	Mon 09/21/2015	Adelson Board Meeting Minutes September 21, 2015				
1110	AC500276	AC500276	Tue 10/13/2015	Adelson Board Meeting Minutes October 13, 2015				
1111	AC500277	AC500277	Tue 11/10/2015	Adelson Board Meeting Minutes November 10, 2015				
1112	AC500278	AC500278	Tue 12/08/2015	Adelson Board Meeting Minutes December 8, 2015				
1113	AC500279	AC500279	Tue 01/12/2016	Adelson Board Meeting Minutes January 12, 2016				
1114	AC500280	AC500280	Tue 02/09/2016	Adelson Board Meeting Minutes February 9, 2016				
1115	JH-00001	JH-00015		Board Minutes received from Jill Hanlon				
1116			6/12/07	Partial Digital video of 6/12/07 Milton Schwartz interview				
1117			10/23/09	Las Vegas Sun Article dated October 23, 2009. "Multi-Millon-dollar battle waged over estate of Milton Schwartz.				
1118			1/00/09	Gift Agreement, University of Virginia (Sample Naming rights agreement)				
1119			6/20/16	Agreement for Gift-Unrestricted Commitment with Building Naming. (Sample Naming Rights agreement -- Revised)				
1120				Appendix A, Fox, Richard L., Charitable Giving-Taxation, Planning and Strategies, 2 nd Edition, 2009.				

EXHIBIT 1

Ex #	Bates - Begin	Bates - End	Date	Description of Documents	Stip	Date Offered	Obj.	Date Admitted
1121	EST-00400	EST-00405	2007-2009	Internet Archive Wayback machine Articles regarding the Adelson Educational Campus				

60

60



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11 *Executor of the Estate of Milton I. Schwartz*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Estate of:

15 MILTON I. SCHWARTZ,
16
17 Deceased

Case No.: P061300
Dept.: 26/Probate

Date of Hearing: August 9, 2018
Time of Hearing: 1:30 p.m.

18 **SUPPLEMENT TO THE ESTATE'S OPPOSITION TO MOTION FOR PARTIAL**
19 **SUMMARY JUDGMENT REGARDING FRAUD**

20 A. Jonathan Schwartz ("Executor" or "Jonathan"), Executor of the Estate of Milton I.
21 Schwartz (the "Estate"), by and through his counsel, Alan D. Freer, Esq. and Alexander G.
22 LeVeque, Esq., of the law firm of Solomon Dwiggins & Freer, Ltd., hereby submits his
23 Supplement to the Opposition to Motion for Partial Summary Judgment Regarding Fraud (the
24 "Supplement").

25 ///

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27 ///

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1 This Supplement is made and based upon the pleadings and papers on file in this action,
 2 the attached Memorandum of Points and Authorities, all attached exhibits, and any oral argument
 3 that this Honorable Court may entertain at the time of hearing.

4 Dated this 8th day of August, 2018.

5 SOLOMON DWIGGINS & FREER, LTD.

6 /s/ -- Alexander G. LeVeque

7
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16 *Attorneys for A. Jonathan Schwartz*
 17 *Executor of the Estate of Milton I. Schwartz*

18 MEMORANDUM OF POINTS AND AUTHORITIES

19 In its Reply to the Estate's Opposition to the School's Motion for Partial Summary
 20 Judgment Regarding Fraud, the School makes a statement in footnote 3 about Susan Pacheco's
 21 deposition testimony concerning the shredding of older files when the Schwartz offices moved to
 22 a new location in 2014. The School omits from its footnote, however, that Ms. Pacheco produced
 23 at the time of her deposition some of that backup documentation that she used for her damages
 24 spreadsheet:

25 Q. And then the last document you brought is Exhibit Number 6. And the
 26 front page looks like a spreadsheet of – well, the top is captioned Exhibit
 27 U, and then it says, "Milton I. Schwartz Hebrew Academy MS
 28 Contribution/donations." Is that correct?

A. MIS.

Q. MIS, I'm sorry. I'm reading it upside down. Thank you for correctly me.
 And this Exhibit 6 consists of how many pages? I'll let you state it for the
 record.

Q. Eleven.

March 6, 2015 Deposition of Susan Pacheco, at 27:5-16, attached hereto as **Exhibit 1**.

...

Q. Now, let me have you look at Exhibit 6, page 3. What is this document?

1 A. This is – I prepared a document in 2004 of various charities that Mr.
2 Schwartz donated to for tax purposes was the reason I did that.

3 *Id.*, at 46:8-12

4 Q. Okay. Let me have you turn then to the next page, which is Page No. 4.
5 What is this document?

6 A. This is another document from the Charitable Lead Trust files from 1990,
7 which shows charities that Mr. Schwartz gave to.

8 *Id.*, 46:25-47:5

9 Q. Let me have you turn to page 8. It says “Charitable Lead Trust
10 Contributions 2000.” Are you there?

11 A. Yep.

12 Q. What is this document?

13 A. It is a document of charities that were paid from the Charitable Lead Trust
14 to various charities in 2000.

15 *Id.*, 48:10-17

16 Q. Let me have you turn to the last document of Exhibit No. 6, page 11. What
17 is this document?

18 A. This is a list of charities that the Charitable Lead Trust contributed to
19 various charities in 2002.

20 *Id.*, 49:7-11.

21 A copy of the backup documents marked as Exhibit 6 to Susan Pacheco’s Deposition,
22 which were produced pursuant to a subpoena issued by the School, are attached hereto as **Exhibit**
23 **2.**

24 Dated this 8th day of August, 2018.

25 SOLOMON DWIGGINS & FREER, LTD.

26 /s/ -- Alexander G. LeVeque

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Executor of the Estate of Milton I. Schwartz

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of August, 2018, pursuant to NRCP 5(b)(2)(B), I placed a true and correct copy of the foregoing **SUPPLEMENT TO OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT REGARDING FRAUD** in the United States Mail, with first-class postage prepaid, addressed to the following, at their last known address, and, pursuant to EDCR 8.05 (a) and 8.05 (f) and Rule 9 of N.E.F.C.R., caused an electronic copy to be served via Odyssey, to the e-mail addresses noted below:

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Joshua D. Carlson, Esq.

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Las Vegas, NV 89169

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SOLOMON DWIGINS & FREER
TRUST AND ESTATE ATTORNEYS

Sdf

EXHIBIT 1

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3

4 In the Matter of the Estate of)

5 MILTON I. SCHWARTZ,) CASE NO.:

6) PO61300

7 Deceased)

8)

9)

10)

11

12

13

DEPOSITION OF SUSAN PACHECO

14

LAS VEGAS, NEVADA

15

FRIDAY, MARCH 6, 2015

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24 REPORTED BY: KAREN L. JONES, CCR NO. 694, CSR 9464

25

JOB NO.: 239421

SUSAN PACHECO - 03/06/2015

<p style="text-align: right;">Page 2</p> <p>1 DEPOSITION OF SUSAN PACHECO, taken at Black 2 & LoBello, located at 10777 West Twain Avenue, Third 3 Floor, Las Vegas, Nevada, on Friday, 4 March 6, 2015, at 1:02 p.m., before Karen L. Jones, 5 Certified Court Reporter, in and for the State of 6 Nevada.</p> <p>7 8 APPEARANCES: 9 For The Executor: 10 SOLOMON DWIGGINS & FRER, LTD 11 BY: JEFFREY P. LUSZECK, ESQ. 12 9060 West Cheyenne Avenue 13 Las Vegas, Nevada 89129 14 (702) 853-5483</p> <p>15 For The Dr. Miriam and Sheldon G. Adelson 16 Educational Institute: 17 18 BLACK & LOBELLO 19 BY: MAXIMILIANO D. COUVILLIER III, ESQ. 20 10777 West Twain Avenue, Third Floor 21 Las Vegas, Nevada 89135 22 (702) 869-8801 23 mcouvillier@blacklobellowlaw.com 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 LAS VEGAS, NEVADA; FRIDAY, MARCH 6, 2015 2 1:02 P.M. 3 -oOo- 4 Whereupon -- 5 SUSAN PACHECO, 6 having been first duly sworn to testify to the 7 truth, the whole truth, and nothing but the truth, 8 was examined and testified as follows: 9 10 EXAMINATION 11 BY MR. COUVILLIER: 12 Q. Ms. Pacheco, my name is Max Couvillier. 13 I represent the Adelson Campus or from time to time, 14 I'll call it the school during the deposition. 15 Will you please state your full name and 16 your home address for the record? 17 A. Susan Jean Pacheco, 2700 Mason Avenue, 18 Las Vegas, Nevada 89102. 19 Q. Ms. Pacheco, have you been known by any 20 other names? Have you had any previous -- have you 21 been known by any previous last names or first 22 names? 23 A. Yes. 24 Q. And what were they? 25 A. Susan McGarraugh.</p>
<p style="text-align: right;">Page 3</p> <p>1 I N D E X 2 WITNESS: SUSAN PACHECO 3 EXAMINATION PAGE 4 BY: Mr. Couvillier 4 5 BY: Mr. Luszeck 51 6 7 E X H I B I T S 8 NUMBER DESCRIPTION PAGE 9 Exhibit 1 Subpoena for Testimony & 10 Documents to Susan Pacheco 11 11 Exhibit 2 August 14, 1989 Letter to 12 Milton I. Schwartz 14 13 Exhibit 3 May 23, 1996 Letter to 14 M. Schwartz from R. Sabbath 21 15 Exhibit 4 August 14, 1989 Minutes 16 of the Board of Trustees 24 17 Special Meeting 18 Exhibit 5 February 22, 1994 Letter to 19 R. Epstein from M. Schwartz 24 20 and January 18, 1994 Jewish 21 Federation of Las Vegas Board of 22 Directors Meeting Minutes 23 Exhibit 6 Milton Schwartz Hebrew Academy 24 24 MIS Contributions/Donations 25 (Designated Confidential and Bound Separately)</p>	<p style="text-align: right;">Page 5</p> <p>1 Q. Would you spell that for the record, 2 please. 3 A. I was waiting for that. 4 M-c-g-a-r-r-a-u-g-h. 5 Q. Thank you. 6 A. And Susan Turner. 7 Q. And would you spell that for the record? 8 A. T-u-r-n-e-r. 9 Q. Thank you. 10 Have you ever had your deposition taken 11 before? 12 A. Yes. 13 Q. On how many occasions? 14 A. One. 15 Q. And what was the context of that 16 deposition? What was the case about? 17 A. Divorce. Milton Schwartz' divorce. 18 Q. And how long ago was that? 19 A. I don't recall. I don't know. 20 Q. Was it more than five years ago? 21 A. Oh, yes. 22 Q. More than ten years ago? 23 A. Yes. 24 Q. And do you recall the name of the spouse 25 that Mr. -- who were the parties to that?</p>

SUSAN PACHECO - 03/06/2015

Page 6

1 A. Abigail Schwartz and Milton Schwartz.
 2 Q. Any other parties involved in that
 3 litigation that you recall?
 4 A. No.
 5 Q. Well, I'm just going to -- I'll briefly
 6 cover some of the rules since it's been some time on
 7 the depositions. But basically from time to time,
 8 Mr. Luszeck may object to a question that I have and
 9 if you would please allow him to state his objection
 10 for the record and I'll do my best to also allow him
 11 to fully state his objection for the record, and
 12 then once he's concluded stating his objection, then
 13 I would ask you to go ahead and answer the question
 14 unless he instructs you not to answer the question.
 15 Do you understand?
 16 A. Yes.
 17 Q. And then the nature of the deposition is
 18 a lot less like a conversation and more like a
 19 question and an answer. And to be clear, I would
 20 ask that you please allow me to finish my question
 21 so that it's clear for the record, and then I will
 22 try to do the same and not ask you a question in the
 23 middle of your answer so that Karen here has an
 24 opportunity to get clearly what we have exchanged in
 25 the record.

Page 7

1 Do you understand?
 2 A. Yes.
 3 Q. If you answer my question, I'm going to
 4 assume that you understood my question. Is that
 5 fair?
 6 A. Yes.
 7 Q. So to the extent that you do not
 8 understand my question, please ask me and let me
 9 know that and I will restate my question. Okay?
 10 A. Okay.
 11 Q. Are you taking any medications or do you
 12 have any medical condition that you believe may
 13 impair you from testifying truthfully here today?
 14 A. No.
 15 Q. Have you ever been convicted of a
 16 felony?
 17 A. No.
 18 Q. And what is your current occupation?
 19 A. Controller.
 20 Q. Who is your employer?
 21 A. The Milton I. Schwartz Revocable Family
 22 Trust, Samson Consulting, Inc. And then I get -- I
 23 don't know if there are -- I get 1099s from three
 24 other companies as a consulting fee, which are all
 25 related to the Schwartz entities.

Page 8

1 Q. And what are the name of those three
 2 companies?
 3 A. Jonathan Park, LLC, Jennifer Park, LLC
 4 and Las Vegas Boulevard Development, LLC.
 5 Q. And what are your responsibilities as a
 6 controller?
 7 A. Accounts payables, accounts receivables.
 8 I also do the mail. I do property management. I do
 9 day-to-day operations with various LLCs and trusts.
 10 Q. Sounds like you wear many hats.
 11 A. I do wear many hats, and controller
 12 really doesn't say everything that I do, but it's
 13 the best we could come up with.
 14 Q. How long have you been employed by the
 15 Milton I. Schwartz family?
 16 A. Well, I was hired May 27th, 1987.
 17 Q. Great memory.
 18 A. I remember that day. So
 19 approximately 27, 28 years.
 20 Q. Why do you remember that date?
 21 A. Why? Because I moved in with my
 22 boyfriend the same day that I got hired.
 23 Q. What did you do to prepare for your
 24 deposition today?
 25 A. I looked over documents that we had

Page 9

1 given to the attorneys before regarding this case.
 2 Q. And when you say "we had given the
 3 attorneys," who do you mean by "we"?
 4 A. Jonathan and I.
 5 Q. Did you have any conversations with
 6 anybody?
 7 A. Yes.
 8 Q. With whom?
 9 A. Jeff (indicating).
 10 Q. Anybody else?
 11 A. Jonathan.
 12 Q. What were your discussions with Jonathan
 13 about? What did you guys talk about?
 14 A. He just told me to be truthful and to be
 15 honest and just answer the questions and if I
 16 don't -- if I don't understand the question, to let
 17 you know that I don't understand the question.
 18 Q. I forgot Jonathan was a lawyer. Did you
 19 talk about the subject matter of the lawsuit?
 20 A. Not really, no. He just told me to be
 21 truthful and to tell you what I remembered.
 22 Q. Did you review any documents with him?
 23 A. No.
 24 Q. Did you discuss the school with him at
 25 all during those conversations?

SUSAN PACHECO - 03/06/2015

<p style="text-align: right;">Page 10</p> <p>1 A. No, other -- I don't know how to -- he</p> <p>2 said that -- well, he said it was about the school.</p> <p>3 The whole case is about the school. So he just told</p> <p>4 me to tell the truth about what I remember regarding</p> <p>5 the naming of the school and agreements of the</p> <p>6 school, and that's probably what this whole thing</p> <p>7 was going to be about.</p> <p>8 Q. Did he show you any documents?</p> <p>9 A. No. He didn't go through any documents.</p> <p>10 Q. Did you have any discussions with</p> <p>11 anybody else besides Jonathan and Jeff?</p> <p>12 A. No.</p> <p>13 Q. And what did you and Jeff talk about?</p> <p>14 MR. LUSZECK: I'm going to object.</p> <p>15 Attorney-client privilege.</p> <p>16 MR. COUVILLIER: You're representing</p> <p>17 Ms. Pacheco?</p> <p>18 MR. LUSZECK: Correct.</p> <p>19 BY MR. COUVILLIER:</p> <p>20 Q. In your conversations with Jeff -- and I</p> <p>21 don't -- Jeff's asserted the attorney-client</p> <p>22 privilege.</p> <p>23 Are you instructing her not to answer?</p> <p>24 MR. LUSZECK: Yes, I'm instructing her</p> <p>25 not to answer the substance of anything that we</p>	<p style="text-align: right;">Page 12</p> <p>1 BY MR. COUVILLIER:</p> <p>2 Q. Ms. Pacheco, I'm showing you -- or,</p> <p>3 actually, you've been handed what's been marked as</p> <p>4 Exhibit Number 1. Would you just take a moment and</p> <p>5 take a look at the document.</p> <p>6 Do you recognize this document?</p> <p>7 A. Yes.</p> <p>8 Q. What is this document?</p> <p>9 A. This is a subpoena for my testimony.</p> <p>10 Q. Do you recall receiving this document?</p> <p>11 A. Yes.</p> <p>12 Q. What did you do after you received this</p> <p>13 document?</p> <p>14 A. What did I do? I don't recall. I know</p> <p>15 what I probably did, but I don't recall.</p> <p>16 Q. What do you think you did?</p> <p>17 A. I probably called Jonathan and told him.</p> <p>18 Q. Did you have any conversations with</p> <p>19 anybody besides Jonathan regarding this document,</p> <p>20 Exhibit No. 1?</p> <p>21 A. I don't think so.</p> <p>22 Q. Ms. Pacheco, in Exhibit No. 1, may I</p> <p>23 please have you turn to page 5 of 7. In this page,</p> <p>24 this sets forth a list of documents to produce; is</p> <p>25 that correct?</p>
<p style="text-align: right;">Page 11</p> <p>1 discussed.</p> <p>2 BY MR. COUVILLIER:</p> <p>3 Q. Was there anybody else present during</p> <p>4 your conversations with Jeff?</p> <p>5 A. No.</p> <p>6 Q. Did your conversations take place over</p> <p>7 the phone or face to face?</p> <p>8 A. Over the phone.</p> <p>9 Q. Was there anybody present while you were</p> <p>10 speaking on the phone with Jeff?</p> <p>11 A. At the beginning of the conversation,</p> <p>12 yes.</p> <p>13 Q. Who was present?</p> <p>14 A. Jonathan.</p> <p>15 Q. Anybody else?</p> <p>16 A. No.</p> <p>17 Q. Did your conversations with Jeff over</p> <p>18 the telephone -- where were you at the time the</p> <p>19 conversations took place?</p> <p>20 A. In my office.</p> <p>21 Q. Do you recall the last conversation that</p> <p>22 you had with Mr. Milton Schwartz?</p> <p>23 A. No.</p> <p>24 MR. COUVILLIER: Let's mark this.</p> <p>25 (Exhibit 1 marked.)</p>	<p style="text-align: right;">Page 13</p> <p>1 A. Correct.</p> <p>2 Q. So I am going to go through the list and</p> <p>3 then we'll ask you for the documents. Okay?</p> <p>4 Request No. 1 asks you to produce a copy</p> <p>5 of any correspondence, agreements or other such</p> <p>6 documents, whether executed or unexecuted, in final</p> <p>7 or draft form, concerning naming the Adelson Campus</p> <p>8 located at 9700 West Hillpointe Road, Las Vegas,</p> <p>9 Nevada 89134, as the Milton I. Schwartz Hebrew</p> <p>10 Academy and retaining such name in perpetuity.</p> <p>11 Did you understand this request,</p> <p>12 Ms. Pacheco?</p> <p>13 A. Yes.</p> <p>14 MR. LUSZECK: And I'm just going to</p> <p>15 object to the use of "agreement," that it calls for</p> <p>16 a legal conclusion.</p> <p>17 BY MR. COUVILLIER:</p> <p>18 Q. Did you bring any documents with you</p> <p>19 today that are responsive to this request?</p> <p>20 A. I did not think so, but I did, so yes.</p> <p>21 Q. May I see the document that you brought</p> <p>22 here with you today?</p> <p>23 A. (Indicating.)</p> <p>24 MR. LUSZECK: Do you want to go off the</p> <p>25 record real quick?</p>

SUSAN PACHECO - 03/06/2015

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1 MR. COUVILLIER: Sure.
 2 (A discussion is held off the record.)
 3 MR. COUVILLIER: Back on the record.
 4 Ms. Pacheco, you've handed me here a
 5 document and we're going to have the court reporter
 6 identify that as Exhibit No. 2.
 7 (Exhibit 2 marked.)
 8 BY MR. COUVILLIER:
 9 Q. So the court reporter has marked the
 10 document that you've handed over to me as Exhibit
 11 No. 2 and it consists of two pages; is that correct?
 12 A. Correct.
 13 Q. The first page is a letter that has a
 14 date of August 14th, 1989, and it's unsigned; is
 15 that correct?
 16 A. Correct.
 17 Q. And then the second page of Exhibit 2
 18 appears to be copies of three checks; is that
 19 correct?
 20 A. Correct.
 21 Q. Let me have you look at the first page
 22 of Exhibit No. 2. Where did you obtain that letter?
 23 A. From my files.
 24 Q. And are they your personal files or when
 25 you say your files, what do you mean?

Page 15

1 A. The files that I keep at my office.
 2 They're not personal.
 3 Q. Where is your office located?
 4 A. 6050 South Ft. Apache Road, Suite 200 A,
 5 as in apple, Las Vegas, Nevada 89148.
 6 Q. And why would you have a copy of this
 7 letter in your files?
 8 A. I kept -- I was Mr. Schwartz's personal
 9 secretary and I kept all the documents that -- all
 10 his documents that have to do with his businesses
 11 and with the Milton I. Schwartz Hebrew Academy. He
 12 also kept files. So I'm not going to say I kept
 13 every single piece of paper. Let me clarify that.
 14 Q. Besides yourself and Mr. Schwartz, do
 15 you know anybody else that kept copies of his
 16 files --
 17 A. No.
 18 Q. -- regarding the school?
 19 A. No.
 20 Q. Do you know who prepared this letter?
 21 A. Yes.
 22 Q. Who prepared the letter?
 23 A. Milton Schwartz.
 24 Q. Do you know when he prepared it?
 25 A. August 14th, 1989.

Page 16

1 Q. Did Mr. Schwartz himself prepare the
 2 letter?
 3 A. He dictated it to me and I typed it.
 4 Q. Was there anybody else present when he
 5 dictated the letter to you?
 6 A. Probably not.
 7 Q. Why do you say that?
 8 A. Because normally it was he and I in the
 9 office, and in 1989, I don't remember the exact date
 10 of August 14th, 1989, where I was sitting, so
 11 probably not. 99.9 percent sure the answer is no
 12 one else was there.
 13 Q. And I understand it's been a while. So
 14 I ask for just your best testimony and your best
 15 recollection.
 16 After Mr. Schwartz dictated the letter,
 17 what did you do next?
 18 A. Handed it back to him.
 19 Q. And what did he do with the letter?
 20 A. I don't recall.
 21 Q. Did he ask you to do anything with the
 22 letter?
 23 A. I don't recall.
 24 Q. Do you recall if you took -- if you made
 25 copies of the letter?

Page 17

1 A. Yes.
 2 Q. Do you recall what you did with those
 3 copies?
 4 A. I kept one and I don't recall the rest.
 5 Q. How many copies of the letter do you
 6 recall making?
 7 A. I don't recall.
 8 Q. Do you recall how many copies that you
 9 gave Mr. Schwartz of the letter?
 10 A. I don't recall.
 11 Q. But you at least gave him one copy of
 12 the letter?
 13 A. Yes.
 14 Q. And you don't recall what he did with
 15 the letter?
 16 A. Not specifically, no.
 17 Q. Generally, do you?
 18 A. No. I know that was a bad answer. No.
 19 I don't recall.
 20 Q. Did he discuss this letter with you
 21 other than dictating it?
 22 A. Yes.
 23 Q. What did he say?
 24 A. He said that -- I don't want to say it
 25 the wrong way, but he said the school was going to

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<p style="text-align: right;">Page 18</p> <p>1 be in his name and he was preparing the letter for 2 them to sign so it would be easier for them. 3 He often, when things -- he often put 4 things in writing -- as soon as he said something, 5 he put it in writing. So that's what he did here. 6 Q. Do you know if he obtained a signature 7 from the school on this letter? 8 A. No. 9 Q. Did he ever tell you whether he obtained 10 a signature from anybody at the school on this 11 letter? 12 A. I don't recall. 13 Q. Have you ever seen a copy of this letter 14 that's been signed? 15 A. I don't recall. 16 Q. Would there be anything in your files 17 that you could look at or that maybe I could show 18 you or Jeff could show you to help refresh your 19 recollection? 20 A. No, not that I'm aware of. 21 Q. When did you pull a copy of this letter 22 from your files? 23 A. Today. 24 Q. And besides today, when was the last 25 time you recall seeing this letter?</p>	<p style="text-align: right;">Page 20</p> <p>1 A. Yes, this was a result of the board -- 2 when we met with the board and they discussed that 3 the school will be named after him. So immediately 4 he wanted to put it in writing that the school would 5 be named after him in perpetuity. 6 Q. Any other discussions that you had with 7 Mr. Schwartz that you recall other than what you 8 just explained to me? 9 A. Regarding this letter? 10 Q. Yes, Exhibit 2. 11 A. No. 12 Q. And no discussions with anybody from the 13 school regarding Exhibit No. 2? 14 A. Not that I recall. 15 Q. And so what I'm going to do is -- 16 because I'll need to take a copy of that. May I 17 have you place that over here. And then during a 18 break, Jeff, I'll make copies for us. 19 MR. LUSZECK: Great, thank you. 20 BY MR. COUVILLIER: 21 Q. Do you have any other documents that are 22 responsive to Request No. 1, Ms. Pacheco? 23 A. Yes. This one -- I have to figure out 24 what is what here. It's not in the order that I 25 remember. Here we go. These are hard to read,</p>
<p style="text-align: right;">Page 19</p> <p>1 A. I don't recall. 2 Q. Do you recall ever receiving a call from 3 anybody at the school regarding this letter, Exhibit 4 Number 2? 5 A. No. 6 Q. Do you recall any conversations -- and I 7 apologize if I ask it again, but do you recall any 8 conversations with Mr. Schwartz, Milton Schwartz, 9 regarding this letter besides the time that he 10 dictated it to you? 11 A. This, I don't know how to say this. 12 This letter was a result of the gift, the original 13 gift, the \$500,000 that he gave to the school, and 14 his -- the school was going to be named after him as 15 a result of this gift. 16 So this particular letter, I don't 17 recall it being discussed. The idea of the school 18 and the fact that the school was named after him as 19 a result of this initial gift of \$500,000 was 20 discussed many times with many people. 21 Q. But the specifics of this letter, with 22 respect to this letter, Exhibit No. 2, other than 23 the day that he dictated it to you, you don't recall 24 any other conversations with Milton regarding the 25 letter, this Exhibit No. 2?</p>	<p style="text-align: right;">Page 21</p> <p>1 (indicating) I'm sorry, I'm looking for -- 2 Q. Take your time. 3 A. -- a specific word and I'm not seeing 4 it. 5 Q. What word are you looking for? 6 A. "In perpetuity." I know that it is in 7 several agreements, but I'm not seeing the one I'm 8 looking for. Oh, come on. I'm talking to myself. 9 Sorry. 10 I don't see what I'm looking for. So I 11 do have this agreement from Roberta Sabbath. 12 Q. Is that the letter dated 1996? 13 A. Correct. 14 MR. COUVILLIER: Karen, will you please 15 mark that as Exhibit No. 3. 16 (Exhibit 3 marked.) 17 THE WITNESS: Okay. I -- and it was -- 18 we just discussed this and I'm still confused as to 19 what documents go with which request. 20 MR. COUVILLIER: Okay. Would it be 21 helpful if we went down the list on the request one 22 by one? 23 MR. LUSZECK: I think part of the 24 confusion is stemming from the fact that the request 25 specifically refers to the Adelson Campus and I</p>

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1 think there's confusion on her part as to, you know,
2 what we're actually referring to. Because the
3 name -- the change of the school's name over time.

4 MR. COUVILLIER: Sure.

5 BY MR. COUVILLIER:

6 Q. And, Ms. Pacheco, to help you out, if
7 you turn to page 4 of 7 in Exhibit No. 1, which is
8 the subpoena -- and actually let me have you turn to
9 page 3 of 7, one more back. In the definitions what
10 we've defined as the Adelson Campus is to mean the
11 Dr. Miriam and Sheldon G. Adelson Educational
12 Institute, which is a Nevada Nonprofit Corporation,
13 which was previously known as the Hebrew Academy and
14 also as the Milton I. Schwartz Hebrew Academy.

15 A. Okay. So it's -- all this is saying
16 it's all one thing?

17 Q. That gives you the trajectory, yes. So
18 when we're talking about the Adelson Campus in terms
19 of the school or the topic of, and this will apply
20 for my deposition here today, but in terms of the
21 subpoena, too, but when we're talking about the
22 Adelson Campus, it was the entity previously known
23 as the Milton I. Schwartz Hebrew Academy or just
24 simply the Hebrew Academy.

25 Do you understand that?

Page 23

1 A. Yes.

2 Q. So Request No. 1 basically asks any
3 agreements with the school regarding the naming of
4 the school the Milton I. Schwartz Hebrew Academy and
5 retaining such name in perpetuity.

6 A. Okay. There are -- and I hope I'm not
7 speaking out of line. There are other agreements
8 besides what I have in front of me today --

9 Q. Okay.

10 A. -- that I do not have. There are
11 bylaws, there are articles of incorporation, there
12 are agreements that many people have signed that
13 state that the school's name is Milton I. Schwartz
14 Hebrew Academy in perpetuity, and I do not have
15 those in front of me. So that was my mistake as far
16 as understanding this request.

17 So what I do have in front of me is the
18 letter that I just produced here naming the
19 school -- where the agreement with Roberta Sabbath,
20 who was representing the entire board as an exhibit
21 for -- or a document for Request No. 1.

22 Q. And, Ms. Pacheco, you're not an
23 attorney, correct?

24 A. No.

25 Q. Have you ever studied law?

Page 24

1 A. No.

2 Q. Have you ever written a contract?

3 A. No.

4 Q. With respect to Exhibit No. 3, this is a
5 letter that's dated May 23rd, 1996. And the last
6 signature -- or the page No. 2 of the exhibit,
7 Exhibit No. 3, at the bottom contains the name
8 Dr. Roberta Sabbath, correct?

9 A. Correct.

10 Q. And then if I am reading this correctly,
11 too, there's a number on the bottom right-hand
12 corner that begins with capital EST-00011; is that
13 correct?

14 A. Correct.

15 Q. And I see you have some other documents,
16 and I think what I'll do here so that Jeff and I are
17 both looking at them and you can look at your own
18 copy, let's go off the record for now and I'll take
19 copies of them.

20 (A recess is taken.)

21 (Exhibits 4 through 6 marked.)

22 BY MR. COUVILLIER:

23 Q. Back on the record.

24 After a short break, what I'll do,

25 Ms. Pacheco, in the interest of time, I'm going to

Page 25

1 go ahead and read Request No. 2, No. 3 and No. 4,
2 and then I'm going to ask you to confirm the
3 documents you brought with you today as a whole.

4 A. That's a good idea.

5 Q. So Request No. 2 reads, "Please produce
6 a copy of any correspondence, agreements or other
7 such Documents, whether executed or unexecuted, in
8 final or draft form, concerning naming any of the
9 schools operated by the Adelson Campus (such as the
10 preschool, the lower school/elementary school, the
11 middle school or the upper schools/high school at
12 9700 West Hillpointe Road, Las Vegas, Nevada 89134)
13 as the Milton I. Schwartz Hebrew Academy and
14 retaining such name in perpetuity."

15 Did I read that correctly, Ms. Pacheco?

16 A. Yes.

17 Q. No. 3 requests to, "Please produce a
18 copy of any correspondence, agreements, or other
19 such documents, whether executed or unexecuted, in
20 final or draft form, concerning naming any building
21 located at 9700 West Hillpointe Road, Las Vegas,
22 Nevada 89134, as the 'Milton I. Schwartz Hebrew
23 Academy' and retaining such name in perpetuity."

24 Did I read that correctly, Ms. Pacheco?

25 A. Yes.

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<p style="text-align: right;">Page 26</p> <p>1 Q. And then the last one is Request No. 4</p> <p>2 and that reads, "Please produce a copy of any</p> <p>3 correspondence or other such documents, whether</p> <p>4 executed or unexecuted, in final or in draft form,</p> <p>5 that concern any monetary gifts to the Adelson</p> <p>6 Campus made by Milton I. Schwartz."</p> <p>7 Did I read that correctly?</p> <p>8 A. Yes.</p> <p>9 Q. So in response to the subpoena, Exhibit</p> <p>10 No. 1, you brought with you the documents that have</p> <p>11 been introduced as Exhibit Number 2 and 3 which we</p> <p>12 have previously discussed.</p> <p>13 Exhibit No. 2 is an unsigned letter</p> <p>14 dated August 14th, 1989; is that correct?</p> <p>15 A. Yes.</p> <p>16 Q. And Exhibit 3 is a letter dated May</p> <p>17 23rd, 1996; is that correct?</p> <p>18 A. Correct.</p> <p>19 Q. And Exhibit 4, which was previously</p> <p>20 marked, Exhibit 4, that's an August 14th, 1989,</p> <p>21 minutes of the Board of Directors for the Hebrew</p> <p>22 Academy; is that correct?</p> <p>23 A. Correct.</p> <p>24 Q. And Exhibit No. 5 is a letter dated</p> <p>25 February 22, 1994, and attached to that letter is a</p>	<p style="text-align: right;">Page 28</p> <p>1 MR. COUVILLIER: Okay. So Exhibit 6</p> <p>2 will be marked confidential.</p> <p>3 MR. COUVILLIER:</p> <p>4 Q. Ms. Pacheco, besides Exhibit 2, 3, 4, 5</p> <p>5 and 6, did you bring any other documents with you</p> <p>6 today?</p> <p>7 A. Just a copy of the subpoena.</p> <p>8 Q. And besides looking for documents at</p> <p>9 your office on Ft. Apache, what other efforts did</p> <p>10 you do to locate documents that were responsive to</p> <p>11 the subpoena?</p> <p>12 A. We just moved to Ft. Apache office so</p> <p>13 our other office, I looked through the same</p> <p>14 documents located at a different address.</p> <p>15 Do you want that address?</p> <p>16 Q. Sure, please.</p> <p>17 A. It's 2293 Duneville D-u-n-e-v-i-l-l-e,</p> <p>18 Street, Las Vegas, Nevada 89106 -- no, I'm sorry,</p> <p>19 89146.</p> <p>20 Q. Besides that location, did you look</p> <p>21 anywhere else?</p> <p>22 A. No.</p> <p>23 Q. Do you have any files at your personal</p> <p>24 home, at your residence?</p> <p>25 A. I do. But not relating to this.</p>
<p style="text-align: right;">Page 27</p> <p>1 copy of the Board of Directors Meeting for the</p> <p>2 Jewish Federation of Las Vegas dated January 18th,</p> <p>3 1994; is that correct?</p> <p>4 A. Correct.</p> <p>5 Q. And then the last document you brought</p> <p>6 is Exhibit Number 6. And the front page looks like</p> <p>7 a spreadsheet of -- well, the top is captioned</p> <p>8 Exhibit U, and then it says, "Milton I. Schwartz</p> <p>9 Hebrew Academy MS Contribution/donations." Is that</p> <p>10 correct?</p> <p>11 A. MIS.</p> <p>12 Q. MIS, I'm sorry. I'm reading it upside</p> <p>13 down. Thank you for correctly me. And this Exhibit</p> <p>14 No. 6 consists of how many pages? I'll let you</p> <p>15 state it for the record.</p> <p>16 A. Eleven.</p> <p>17 MR. LUSZECK: Max, in regards to Exhibit</p> <p>18 No. 6, I'd like to mark the whole thing</p> <p>19 "confidential" if possible, just because there's</p> <p>20 some pages that list a lot of other donations that</p> <p>21 Milton made to other organizations. So some of the</p> <p>22 documents in here aren't confidential, but some are.</p> <p>23 So I think out of the abundance of caution we should</p> <p>24 keep it confidential and have it be subjected to the</p> <p>25 stipulated protective order.</p>	<p style="text-align: right;">Page 29</p> <p>1 Q. You were Milton Schwartz' personal</p> <p>2 secretary for many years; is that correct?</p> <p>3 A. Correct.</p> <p>4 Q. In fact -- and this I took from your</p> <p>5 declaration -- you were his personal secretary from</p> <p>6 May 27th, 1987, until he passed away in 2007; is</p> <p>7 that correct?</p> <p>8 A. Correct.</p> <p>9 Q. And what were your responsibilities as</p> <p>10 his personal secretary?</p> <p>11 A. I did his travel arrangements. I did</p> <p>12 dictation. I went to various meetings with him and</p> <p>13 took notes. Part of that was the Milton I. Schwartz</p> <p>14 Hebrew Academy. (Indicating).</p> <p>15 I did accounts payables, accounts</p> <p>16 receivables. I did a little bit of everything. I</p> <p>17 don't know what you're looking for.</p> <p>18 Q. Kind of what you're doing today for the</p> <p>19 family?</p> <p>20 A. Yes. I've worked for the -- well,</p> <p>21 trusts. I administer the trust. I administer</p> <p>22 financial brokerage accounts. I did his personal</p> <p>23 life.</p> <p>24 Q. Did part of your responsibilities</p> <p>25 include filing documents?</p>

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1 A. Yes.
 2 Q. And maintaining those files?
 3 A. Yes.
 4 Q. Did you share that responsibility with
 5 anybody else?
 6 A. I did during certain years.
 7 Q. Do you recall those years? You can give
 8 me approximate numbers?
 9 A. I got an assistant in the '90s.
 10 Q. What was the name of that assistant?
 11 A. I've had several. I currently have two.
 12 Q. In the 1990s, do you recall the name
 13 of -- well, how many assistants did you have in the
 14 1990s?
 15 A. Well, they were high school girls and
 16 they worked after school, and I would have them for
 17 maybe one or two years and then they went on with
 18 their lives. I can see them. Dawn, Rachel, Megan.
 19 There's two other girls I can see. I can't remember
 20 their name. Mary.
 21 Q. So there was several?
 22 A. There was several.
 23 Q. Did any of the assistants, to your
 24 knowledge, did they ever take any files home with
 25 them?

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1 A. No.
 2 Q. And were part of your responsibilities
 3 training them to file and do the work around the
 4 office?
 5 A. Yes.
 6 Q. And as part of that training, was there
 7 any protocol that would prohibit them from taking
 8 any files home or documents home with them?
 9 A. Yes.
 10 Q. Now, you were also secretary of the
 11 school board of trustees; is that correct?
 12 A. I was acting secretary.
 13 Q. And I'm not -- I'm going back through
 14 your declaration and I can show you that to refresh
 15 your recollection. I won't introduce it an exhibit,
 16 but I'll note it on the record.
 17 So here is, Ms. Pacheco, your
 18 declaration and it's dated the 20th day of May of
 19 2014. Do you recognize this document?
 20 A. Yes.
 21 Q. Is that your signature there on the last
 22 page, at page 4?
 23 A. Yes, it is.
 24 Q. And do you see on paragraph 4, it states
 25 that you were the acting secretary from about 1988

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1 to approximately 1990?
 2 A. Correct.
 3 Q. Is that correct?
 4 A. Uh-huh.
 5 Q. Does that refresh your recollection?
 6 A. Yes.
 7 MR. COUVILLIER: Do you want a copy of
 8 that.
 9 MR. LUSZECK: Sure. Just an objection
 10 to the fact I think she responded to that question
 11 correctly without looking at the declaration.
 12 MR. COUVILLIER: I was just trying to
 13 give her the dates.
 14 MR. LUSZECK: Gotcha.
 15 BY MR. COUVILLIER:
 16 Q. What were your responsibilities as the
 17 acting secretary for the board?
 18 A. I took the minutes of the meeting.
 19 Q. Any other duties?
 20 A. No.
 21 Q. And in taking the minutes of the board
 22 meetings, you had to ensure that the minutes were
 23 accurate and fully reflected the decisions of the
 24 board; is that correct?
 25 A. Correct.

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1 Q. And you also had to ensure that the
 2 minutes accurately reflected the actions taken by
 3 the board, correct?
 4 A. Correct.
 5 Q. You also had to ensure that the minutes
 6 accurately reflected the items that were considered
 7 by the board, correct?
 8 A. Correct.
 9 Q. Do you have any reason to believe that
 10 any of the minutes that you took during your tenure
 11 as acting secretary were not accurate?
 12 A. No.
 13 Q. Has anybody ever told you that any of
 14 the minutes that you took were not accurate?
 15 A. No.
 16 Q. Let's go to Exhibit No. 4. And these
 17 are the August 14th, 1989, minutes, correct?
 18 A. Correct.
 19 Q. And is that your signature there at the
 20 bottom?
 21 A. Yes.
 22 Q. And that's when you were previously
 23 known as Susan Mcgarraugh, right?
 24 A. Mcgarraugh.
 25 Q. Mcgarraugh. And this document states

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<p style="text-align: right;">Page 34</p> <p>1 that Mr. Schwartz was present at the meeting, 2 correct? 3 A. Yes. 4 Q. Do you have any reason to believe that 5 he was not present at this meeting? 6 A. No. 7 Q. Do you believe that these minutes 8 reflected on Exhibit 4 are accurate? 9 A. Yes. 10 Q. Do you believe that these minutes 11 accurately reflect the board discussions on that 12 day? 13 A. Yes. 14 Q. Do you believe that these minutes on 15 Exhibit 4 accurately reflect the board's actions on 16 that day? 17 A. Yes. 18 Q. Do you have any reason to believe that 19 any of the items stated on these minutes or that 20 these minutes are not accurate? 21 A. No. 22 Q. Now, let me have you look at the full 23 paragraph No. 3 in Exhibit 4 that begins "George 24 Rudiak." Do you find that? 25 A. Yes.</p>	<p style="text-align: right;">Page 36</p> <p>1 A. The Hebrew Academy. 2 Q. The school or the corporation? 3 A. Both. 4 Q. Now, aside from Exhibit No. 2, are you 5 aware of any other documents from 1989 which discuss 6 naming the academy as the Milton I. Schwartz Hebrew 7 Academy? 8 A. From 1989 you're asking from? 9 Q. Yes, Ms. Pacheco. 10 A. Not off the top of my head, I don't 11 recall. 12 MR. LUSZECK: In addition to what she's 13 previously testified to? 14 MR. COUVILLIER: Right, and the 15 documents that she brought. 16 MR. LUSZECK: She previously testified, 17 though, that she believed there was articles of 18 incorporation and bylaws. 19 THE WITNESS: Right. Those were 1990, 20 but correct. 21 BY MR. COUVILLIER: 22 Q. Has Mr. Jonathan Schwartz ever asked you 23 to provide Mr. Luszeck or Mr. Luszeck's office with 24 documents? 25 A. Yes.</p>
<p style="text-align: right;">Page 35</p> <p>1 Q. The second full sentence begins with, "A 2 letter should be written to Milton I. Schwartz 3 stating that the Academy will be named after him." 4 Do you read that? 5 A. Yes, I do. 6 Q. What did the "Academy" refer to? 7 A. The Hebrew Academy at that time. 8 Q. And what was your understanding of what 9 the Hebrew Academy at that time was. 10 A. The Hebrew Academy, the school. 11 Q. Do you recall what the name of the 12 corporation was that operated the school known as 13 the Hebrew Academy? 14 A. The Hebrew Academy. 15 Q. That was the name of the corporation? 16 A. Uh-huh. 17 Q. And so we have the corporation known as 18 the Hebrew Academy and the school is also known as 19 the Hebrew Academy? 20 A. Correct. 21 Q. And so let me reask the question again 22 because I want to make sure that's stated for the 23 record accurately. 24 What does the word "Academy," then, 25 refer to in this Exhibit 4 in paragraph 3?</p>	<p style="text-align: right;">Page 37</p> <p>1 Q. And when was the first time that he 2 requested that you do that, that you recall? 3 A. Oh, gosh. I don't know. I don't 4 recall. 5 Q. Have you provided Mr. Luszeck and his 6 office any documents? 7 A. Yes. 8 Q. And the documents that you've provided 9 concern the school? 10 A. Yes. 11 Q. Are there any documents that concern the 12 school that you have not provided to Mr. Luszeck or 13 his office? 14 A. I have files, I did not copy every piece 15 of paper in that file and provide that to the 16 office. So, yes, there are documents that he does 17 not have. 18 Q. From those files, Ms. Pacheco, are there 19 documents that would be responsive to the requests 20 as per the subpoena in Exhibit 1 other than the 21 documents that you brought here? 22 A. Other than the documents that I've 23 brought here and already provided to their office? 24 Q. Right. 25 A. Are there additional documents?</p>

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1 Q. Yes.
 2 A. 99.99 percent sure there are no other
 3 documents.
 4 Q. And I'm not trying to trick you or lead
 5 you down a rabbit hole. I just want to make sure
 6 that we have all the documents. Jeff and I have
 7 exchanged a lot of documents in the past year or so
 8 and I just want to make sure that we've got
 9 everything to the extent possible.
 10 That's why I'm asking if you've given
 11 him documents in the past, because if you have, then
 12 I'm assuming he produced them to me, and then you
 13 produced these exhibits. I just want to make sure
 14 I'm exhausting both your memory and your efforts to
 15 pull what might be responsive documents.
 16 A. I have been through the file several
 17 times, and I believe I have pulled all the documents
 18 that pertain to this case. But I am not going to
 19 say 100 percent that I have not missed one piece of
 20 paper because I am human.
 21 Q. We all are. I appreciate your answer,
 22 Ms. Pacheco. Thank you.
 23 Ms. Pacheco, in your declaration, in
 24 that May 20, 2014 declaration, you stated that when
 25 the school removed Milton's name in 1993, he told

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1 you, "We are going to war to get my name back on the
 2 Hebrew Academy." Do you recall that?
 3 A. Oh, yes.
 4 Q. Did he tell you that he considered the
 5 removal of his name as a breach or violation of some
 6 agreement that he had with the school?
 7 A. Yes.
 8 Q. What did he say?
 9 A. Well, I don't know the exact words, but
 10 it was, "This is my school. It was in my name in
 11 perpetuity. We have the papers. We've got the
 12 agreements. We've got the court --" No, hold on.
 13 Let me see if that's the right time. We went to
 14 court on this at one time. I don't remember the
 15 date.
 16 But when they removed his -- that was
 17 when. That when they removed his name, he was very
 18 upset about it because he has several agreements and
 19 he -- he felt that he had several agreements and, of
 20 course, he taught me that if it's signed, it's an
 21 agreement; that his -- the school was in his name in
 22 perpetuity. It was in the bylaws. It was in the
 23 articles of incorporation. It was on the deed. It
 24 was on the letterhead.
 25 He had his name on everything because

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1 that was -- it was really important to him.
 2 Q. And when you said you went to court, did
 3 you go to court here in Las Vegas?
 4 A. Yes. And he went to court; I didn't.
 5 Q. He went to court. Okay.
 6 Do you recall what the name of the case
 7 was?
 8 A. Do you want exact words?
 9 Q. The best of your recollection.
 10 A. The Hebrew Academy versus the Milton I.
 11 Schwartz Hebrew Academy.
 12 Q. Do you recall the case number by any
 13 chance?
 14 A. No.
 15 Q. Do you recall whether Mr. Schwartz had
 16 an attorney assisting him?
 17 A. Yes.
 18 Q. What was the name of the attorney?
 19 A. I believe -- I don't know for sure,
 20 there was a Mark and there was also, I believe, Fred
 21 Berkley. I don't know if Fred Berkley was involved
 22 in this. That's all I got.
 23 Q. And you said Mark. Would the name -- if
 24 I told you Mark Solomon, does that refresh any
 25 recollection?

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1 A. I don't think it was Mark Solomon. I
 2 think it was a different Mark. I could be wrong. I
 3 don't remember. I don't recall.
 4 Q. And do you know what the outcome of that
 5 lawsuit was?
 6 A. His name was put back on in perpetuity
 7 onto the school. All the records were changed back.
 8 There were new bylaws drawn up. If you're asking me
 9 what the judge said, I couldn't tell you.
 10 Q. Do you have any copies of court
 11 documents from that case?
 12 A. Possibly.
 13 Q. Would anybody else have copies of
 14 documents from that case?
 15 MR. LUSZECK: Objection to form. You
 16 can answer.
 17 THE WITNESS: I was going to say the
 18 attorneys.
 19 BY MR. COUVILLIER:
 20 Q. That would be Fred Berkley and a Mark,
 21 and we don't recall his last name?
 22 A. Yes.
 23 Q. Do you know who the attorneys were for
 24 the other side?
 25 A. I don't recall.

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<p style="text-align: right;">Page 42</p> <p>1 Q. Do you have any reason to believe that</p> <p>2 that court action occurred anywhere else besides</p> <p>3 Las Vegas?</p> <p>4 A. No.</p> <p>5 Q. Did you personally take any action to</p> <p>6 try to get Milton's name back on the Hebrew Academy?</p> <p>7 A. Did I personally --</p> <p>8 Q. For example, did you call -- did you</p> <p>9 make any calls to any of the school board of</p> <p>10 director members and speak with them?</p> <p>11 A. I may have dialed the phone. I didn't</p> <p>12 directly speak to anybody. He would have spoken to</p> <p>13 people. I would have dialed the phone or typed</p> <p>14 letters or something like that if he asked me to. I</p> <p>15 don't recall.</p> <p>16 Q. Do you recall whether you testified in</p> <p>17 court?</p> <p>18 A. I did not testify in court, no.</p> <p>19 Q. Do you recall whether you gave a</p> <p>20 declaration or an affidavit?</p> <p>21 A. I don't think so. I don't recall, but</p> <p>22 I'm pretty sure I didn't.</p> <p>23 Q. What other actions did Milton take to</p> <p>24 try to get his name back on the Hebrew Academy?</p> <p>25 A. It was a lawsuit and he got his name</p>	<p style="text-align: right;">Page 44</p> <p>1 calls for a legal conclusion. Do you want me to</p> <p>2 just object to form whenever you say that from here</p> <p>3 on out? Is that easiest?</p> <p>4 MR. COUVILLIER: Sure.</p> <p>5 THE WITNESS: That threw me off. Can</p> <p>6 you ask me again?</p> <p>7 BY MR. COUVILLIER:</p> <p>8 Q. Sure. I'll reread it, Ms. Pacheco.</p> <p>9 Are you aware of any agreements between</p> <p>10 Milton I. Schwartz and the school which required the</p> <p>11 school to return all monetary gifts to Milton if the</p> <p>12 school ever changed its name from the Milton I.</p> <p>13 Schwartz Hebrew Academy?</p> <p>14 A. No.</p> <p>15 Q. Okay. Ms. Pacheco, I'm going to turn</p> <p>16 now to Exhibit No. 6. And let me have you just look</p> <p>17 at the first page of Exhibit No. 6. Actually,</p> <p>18 page 1 and 2 of Exhibit 6. Do you see those?</p> <p>19 A. Uh-huh.</p> <p>20 Q. You prepared this document, correct?</p> <p>21 A. Correct.</p> <p>22 Q. When did you prepare it? And by this</p> <p>23 document, I'm sorry, pages 1 and 2 of Exhibit 6; you</p> <p>24 prepared that, correct?</p> <p>25 A. Correct.</p>
<p style="text-align: right;">Page 43</p> <p>1 back on the school. I know the attorneys did</p> <p>2 whatever attorneys do, and as a result, his name was</p> <p>3 put back on the school. I'm not sure if that's the</p> <p>4 answer you're looking for. I'm not sure, I guess,</p> <p>5 what you're asking.</p> <p>6 Q. I just want to see what actions he took,</p> <p>7 you know, to try to get his name back.</p> <p>8 Did he ask the school to return the</p> <p>9 monetary gifts that he had previously given to the</p> <p>10 school?</p> <p>11 A. They were -- I didn't hear him say that.</p> <p>12 Q. Are you aware whether he took any</p> <p>13 actions?</p> <p>14 A. He sued them.</p> <p>15 Q. Are you aware whether anybody else asked</p> <p>16 the school to return the money that Mr. Schwartz had</p> <p>17 previously given the school?</p> <p>18 A. No, I'm not aware of it.</p> <p>19 Q. Are you aware of any agreements between</p> <p>20 Mr. Milton Schwartz and the school which required</p> <p>21 the school to return all monetary gifts if the</p> <p>22 school ever changed its name from the Milton I.</p> <p>23 Schwartz Hebrew Academy?</p> <p>24 MR. LUSZECK: Objection. Just in</p> <p>25 regards to the term "agreement" again. I think it</p>	<p style="text-align: right;">Page 45</p> <p>1 Q. When did you prepare these two pages?</p> <p>2 A. I didn't date it, so I'm not sure.</p> <p>3 Q. Did you do page 1 and page 2 of</p> <p>4 Exhibit 6 at the same time?</p> <p>5 A. Yes.</p> <p>6 Q. Is this a document that you prepared</p> <p>7 within the last three years?</p> <p>8 A. Yes.</p> <p>9 Q. Is this a document that you prepared --</p> <p>10 well, strike that. Why did you prepare this</p> <p>11 document?</p> <p>12 A. For this case.</p> <p>13 Q. Who asked you to prepare it?</p> <p>14 A. Jonathan.</p> <p>15 Q. And would you tell me how you then went</p> <p>16 about preparing pages 1 and 2 of Exhibit 6?</p> <p>17 A. To the best of my recollection, I went</p> <p>18 through check registers. I was asked to produce the</p> <p>19 checks and I have not been able to produce those.</p> <p>20 We moved our office in September and when we did</p> <p>21 that, we shredded a lot of documents from 2006 back.</p> <p>22 And I believe -- I know that we shredded a bunch of</p> <p>23 bank statements and checks and whatnot. So I'm</p> <p>24 pretty sure that's where they went, is in the</p> <p>25 shredder.</p>

SUSAN PACHECO - 03/06/2015

<p>Page 46</p> <p>1 Q. And when you said in September, was 2 it --</p> <p>3 A. Of 2014.</p> <p>4 Q. So the checks and financial documents 5 that you used to prepare this you think are 6 shredded?</p> <p>7 A. I think.</p> <p>8 Q. Now, let me have you look at Exhibit 6, 9 page 3. What is this document?</p> <p>10 A. This is -- I prepared a document in 2004 11 of various charities that Mr. Schwartz donated to 12 for tax purposes was the reason I did that.</p> <p>13 Q. What documents did you look at to 14 compile this list on page No. 3?</p> <p>15 A. I was going -- my assistant and I were 16 going through the Milton I. Schwartz Charitable Lead 17 Trust documents because I was trying to find the 18 backup to pages 1 and 2, and I didn't have the 19 checkbooks because we shredded them in September of 20 2014. But the Charitable Lead Trust, I keep all 21 trust documents so when we were going through the 22 trust, Charitable Lead Trust documents, that is 23 where we found this schedule (indicating) is in the 24 trust documents.</p> <p>25 Q. Okay. Let me have you turn then to the</p>	<p>Page 48</p> <p>1 the other charities that are identified on page 2 No. 4, do you know if Mr. Milton Schwartz obtained 3 any naming rights with those charities?</p> <p>4 A. No.</p> <p>5 Q. He did not obtain any naming rights?</p> <p>6 A. No, he did not.</p> <p>7 Q. And let me be clear, on page No. 3, 8 those charities he did not obtain any naming rights?</p> <p>9 A. No.</p> <p>10 Q. Let me have you turn to page 8. It says 11 "Charitable Lead Trust Contributions 2000." Are you 12 there?</p> <p>13 A. Yep.</p> <p>14 Q. What is this document?</p> <p>15 A. It is a document of charities that were 16 paid from the Charitable Lead Trust to various 17 charities in 2000.</p> <p>18 Q. And this is charities that Mr. Milton I. 19 Schwartz gave gifts to, correct?</p> <p>20 A. Well, his trust did. One of his trusts 21 did.</p> <p>22 Q. And besides the Milton I. Schwartz 23 Hebrew Academy, did Mr. Schwartz obtain any naming 24 rights with respect to any of those charities that 25 are listed on page 8 of Exhibit 6?</p>
<p>Page 47</p> <p>1 next page, which is Page No. 4. What is this 2 document?</p> <p>3 A. This is another document from the 4 Charitable Lead Trust files from 1990, which shows 5 charities that Mr. Schwartz gave to.</p> <p>6 Q. So these are the names of the charities 7 that Mr. Schwartz contributed to?</p> <p>8 A. Correct.</p> <p>9 Q. And it's the same thing on page No. 3; 10 those are the names of the charities that 11 Mr. Schwartz contributed to?</p> <p>12 A. Correct.</p> <p>13 Q. Now, for page No. 3, Ms. Pacheco --</p> <p>14 A. Sorry.</p> <p>15 Q. That's okay. These are the 2004 lists, 16 correct?</p> <p>17 A. Yes.</p> <p>18 Q. So on page No. 3, besides the Milton I. 19 Schwartz Hebrew Academy, with respect to the other 20 charities that are identified on here, do you know 21 if Mr. Schwartz obtained any naming rights with 22 respect to any of those other charities?</p> <p>23 A. No.</p> <p>24 Q. On page No. 4, again excluding the 25 Milton I. Schwartz Hebrew Academy, with respect to</p>	<p>Page 49</p> <p>1 A. No.</p> <p>2 MR. LUSZECK: Objection to form. But 3 you can answer.</p> <p>4 BY MR. COUVILLIER:</p> <p>5 Q. He did not?</p> <p>6 A. No.</p> <p>7 Q. Let me have you turn to the last page of 8 Exhibit No. 6, page 11. What is this document?</p> <p>9 A. This is a list of charities that the 10 Charitable Lead Trust contributed to various 11 charities in 2002.</p> <p>12 Q. And these, again, were charities that 13 Mr. Schwartz, through his trust, would give gifts 14 to, correct?</p> <p>15 A. Correct.</p> <p>16 Q. And with respect to any of these 17 charities here, besides the Milton I. Schwartz 18 Hebrew Academy, he did not obtain any naming rights 19 in connection with those charities?</p> <p>20 MR. LUSZECK: Objection to form.</p> <p>21 THE WITNESS: No.</p> <p>22 BY MR. COUVILLIER:</p> <p>23 Q. He did not, correct?</p> <p>24 A. Correct.</p> <p>25 MR. COUVILLIER: Ms. Pacheco, I'm just</p>

Page 50

1

going to take a short break and look over my notes

2

and then we'll come back on the record and I think

3

we're almost through. Thank you.

4

(A recess is taken.)

5

BY MR. COUVILLIER:

6

Q. Ms. Pacheco, I don't have any further

7

questions, but what I do have is a request. I

8

believe that the -- I've never seen any court

9

documents regarding any lawsuit between Mr. Schwartz

10

and the school, and the school, I mean the Milton I.

11

Schwartz Hebrew Academy, the Hebrew Academy or the

12

Adelson Campus regarding the issue of Mr. Schwartz,

13

his name being on the school in perpetuity. So I am

14

going to ask that you produce those records, that

15

you go back and produce the records that you've

16

testified to as I believe that they are both

17

responsive to the subpoena, as well as documents

18

that should have been produced pursuant to discovery

19

16.1 and to our previous document requests.

20

And I'll give you some reasonable time

21

to produce those documents, but I'd like that noted

22

on the record, please.

23

MR. LUSZECK: And I object to that to

24

some degree. I don't have a problem working with

25

Ms. Pacheco in getting those documents, but I don't

Page 52

1

BY MR. LUSZECK:

2

Q. When you responded "no" to

3

Mr. Couvillier's questions, did you mean you did not

4

know that Milton I. Schwartz had obtained naming

5

rights or, no, Milton I. Schwartz did not obtain

6

naming rights in making donations to those entities

7

other than the Milton I. Schwartz Hebrew Academy?

8

MR. COUVILLIER: Objection. The

9

question was asked and answered and it was clearly

10

and unequivocally answered.

11

You can go ahead and answer the

12

question.

13

THE WITNESS: No, I didn't -- I don't

14

know that, if he asked anybody else for naming

15

rights, but no.

16

BY MR. LUSZECK:

17

Q. And you don't know whether or not he

18

obtained naming rights from those other entities?

19

A. No, I don't know.

20

MR. COUVILLIER: Same objection.

21

MR. LUSZECK: That's all I have.

22

MR. COUVILLIER: Thank you.

23

24

(The deposition concluded at 2:34 p.m.)

25

-oOo-

Page 51

1

know whether or not this is the proper way to go

2

about it, but we will work with her to obtain those

3

documents and work out some type of agreement with

4

you.

5

MR. COUVILLIER: Okay. Thank you very

6

much.

7

MR. LUSZECK: I just have one quick

8

follow-up question.

9

EXAMINATION

10

BY MR. LUSZECK:

11

Q. Ms. Pacheco, earlier I'm sure you recall

12

Mr. Couvillier was asking you some questions

13

regarding Exhibit 6. Do you recall that?

14

A. Yes.

15

Q. Do you recall he looked through certain

16

pages like page 3 and page 4 and asked you whether

17

or not Milton Schwartz had obtained naming rights

18

for donations that he made to entities other than

19

the Milton I. Schwartz Hebrew Academy?

20

MR. COUVILLIER: And I'm going to object

21

to the form of the question and asked and answered

22

in that it misstates previous testimony.

23

Go ahead.

24

THE WITNESS: Yes.

25

///

Page 53

1

CERTIFICATE OF DEPONENT

2

PAGE LINE CHANGE REASON

3

4

5

6

7

8

9

10

11

12

13

14

* * * * *

15

I, SUSAN PACHECO, deponent herein, do hereby

16

certify and declare the within and foregoing

17

transcription to be my deposition in said action;

18

that I have read, corrected and do hereby affix my

19

signature to said deposition under penalty of

20

perjury.

21

22

23

24

25

SUSAN PACHECO, Deponent

SUSAN PACHECO - 03/06/2015

Page 54

CERTIFICATE OF REPORTER

STATE OF NEVADA)

) SS:

COUNTY OF CLARK)

I, 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, SUSAN
PACHECO, commencing on Friday, March 6, 2015, at
1:02 p.m.

That prior to being examined, the witness was,
by me, duly sworn to testify to the truth. That I
thereafter transcribed my said shorthand notes into
typewriting and that the typewritten transcript of
said deposition is a complete, true and accurate
transcription of said shorthand notes.

I further certify that I am not a relative or
employee of an attorney or counsel of any of the
parties, nor a relative or employee of an attorney
or counsel involved in said action, nor a person
financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my
hand, in my office, in the County of Clark, State of
Nevada, this 17th day of March, 2015.

Karen L. Jones
KAREN L. JONES, CCR NO. 694

EXHIBIT 2

Exhibit U

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

EXHIBIT

6
PACHECO

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

MIS 2004 Taxes

All Accounts

Checking

Check #	Date	Name	Amount	Account
		Charity		
9688	1/20	Jewish Federation of LV	\$ 500.00	BofA
6944	2/13	Young Israel	\$ 36.00	NSB
9718	2/17	Young Israel	\$ 18.00	BofA
9732	3/2	Young Israel	\$ 382.65	BofA
9734	3/8	Young Israel	\$ 12.00	BofA
6960	3/9	Jewish Federation	\$ 36.00	NSB
6983	3/26	Temple Beth Sholom	\$ 1,105.00	NSB
9762	3/30	Chabad of Southern NV	\$ 108.00	BofA
7013	4/15	Temple Beth Sholom	\$ 36.00	NSB
7044	5/27	Young Israel	\$ 180.00	NSB
9811	6/8	Jewish Federation	\$ 36.00	BofA
9813	6/22	Milton I. Schwartz Hebrew Academy	\$ 1,500.00	BofA
9827	6/23	Young Israel	\$ 18.00	BofA
7072	6/29	AAKP (American Association of Kidney Patients)	\$ 25.00	NSB
7080	6/29	Young Israel	\$ 54.00	NSB
7083	7/13	Jewish Federation	\$ 36.00	NSB
419	7/23	Milton I. Schwartz Hebrew Academy	\$ 43,750.00	MSDW
420	7/23	Adat Ami	\$ 5,000.00	MSDW
7097	7/26	Milton I. Schwartz Hebrew Academy	\$ 630.00	NSB
7143	9/7	Adat Ami	\$ 600.00	NSB
7172	10/6	Adat Ami	\$ 1,080.00	NSB
6976	10/15	Frederick Douglas Foundation	\$ 400.00	NSB
1075	10/18	Frederick Douglas Education Foundation	\$ 125.00	BofA
429	10/18	Milton I. Schwartz Hebrew Academy	\$ 43,750.00	MSDW
7183	10/19	National Wildlife Federation	\$ 150.15	NSB
1097	11/9	Milton I. Schwartz Hebrew Academy	\$ 1,897.00	BofA
1100	11/9	National Wildlife Federation	\$ 2.00	BofA
7198	11/16	Goldenrule Clermont Mckinley Lodge #486	\$ 100.00	NSB
1119	12/1	Adat Ami	\$ 5,400.00	BofA
437	12/1	Milton I. Schwartz Hebrew Academy	\$ 43,750.00	MSDW
1128	12/7	Second Chance Federation	\$ 100.00	BofA
7221	12/14	American Service to India	\$ 1,000.00	NSB
7242	12/30	Jewish Community Center	\$ 1,000.00	NSB

Total

\$ 152,816.80

Charitable Contributions 1990

Young Peoples Leadership Foundation	250.
Street Wise Alive (10.00 per month)	120.
Bikur Chdim Hospital	25.
Temple Beth Sholom	1050.
Hadassah for trees in Israel	100.
Temple Beth Sholom	5400.
Nathan Adelson Hospice	100.
Temple Beth Sholom	450.
MIS Hebrew Academy	5,000.
Kellman Academy	150.
Clermont McKinley	1,000.
American Red Cross	1,500.
Jewish Federation	20,000.
Jewish Federation	60.
Jewish Federation	100.
Sister Temple Beth	100.
Blue Coats	100.
Pastoral Counseling	40.
Clermont - Community Chest	500.
Autism Society of America	100.
Valley Stream Hadassah	200.
Jewish Federation	1,000.
Jewish Federation	5,000.
Jewish Lecture Series	100.
Temple Beth Sholom	36.
Help Them Walk Again	20.
Jewish Federation	65.
American Diabetes Assoc	250.
Jewish Federation	13.
ORT Tech Institute	1,000.
Jewish Federation	13.
American Diabetes Assoc	24.
AASR Bodies of NY	42.
Young Peoples Leadership	250.
Lisa Wendel Memorial	1,000.
MIS Hebrew Academy	5,000.
Total	49,158.
Temple Beth Sholom Total	6,936.
Jewish Federation Total	26,251.
MIS Hebrew Academy Total	9,000.

**The Hebrew
Academy**

1620 E. Bracken Avenue
Las Vegas, Nevada 89104
(702) 384-4500



Dr. Tamar Lubin Saposhnik
Administrator

April 19, 1989

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

Dear Mr. Schwartz:

It is with a sense of deep appreciation and sincere gratitude that I wish to acknowledge your generous pledge of \$5,000.00 to The Hebrew Academy's new campus building fund.

Only people of your leadership caliber and vision understand and appreciate the struggle and profound achievements of The Academy during its first decade and its vital function in shaping the role of education in this community as it enters its second decade.

We are on the threshold of a new, exciting and challenging time in the life of the school. Armed with optimism, tenacity and a strong sense of purpose the school cannot but succeed in its mission to provide quality education to its students in a caring Jewish environment.

Your continued support and engagement in the school's building blocks will assure its future success as it seeks to carve its place in the sun.

Very fondly,

Dr. Tamar Lubin
Director of Education
and Administration

TLS:bao:pledge

002380



NEVADA YELLOW CAB CORPORATION
GENERAL ACCOUNT
3950 WEST TOMPKINS AVE.
LAS VEGAS, NEVADA 89103

NEVADA STATE BANK
Fourth and Carson Street
Las Vegas, Nevada

94-77
1224

005849

005849

PAY One Thousand Eight Hundred Dollars And 00 Cents
TO THE ORDER OF

DATE

AMOUNT

05/16/2000

\$1,800.00

Milton I Schwartz Hebrew
Academy

Milton I Schwartz MP
[Signature] MP

⑈005849⑈ ⑆122400779⑆

FROM :

MILTON I. SCHWARTZ
714 S. TONAPAH DR.
LAS VEGAS, NV 89109-4038

8387

002382

Date 5-22-00

94-72/1224 NV
2964

Pay to the
order of

Milton I. Schwartz Hebrew Academy

\$ 1,800.00****

One Thousand, Eight Hundred and No/100

Dollars

Bank of America.



ACH/EFT 122400724

For CHARITY

Handwritten signature

⑆122400724⑆

⑈ 8387

002382

002382


002382


**CHARITABLE LEAD TRUST CONTRIBUTIONS
2000**


P.E.T.A.	Pd 3/3/00	\$1,500.00
Lisa Wendel Memorial Foundation	Pd 3/3/00	\$1,000.00
Jewish Federation	Pd 3/3/00	\$20,000.00
Chabad	Pd 3/3/00	\$ 2,000.00
Sibelius Lodge #1167 F&AM	Pd 3/3/00	\$ 500.00
ORT	Pd 3/3/00	\$1,000.00
Jewish Family Services	Pd 3/3/00	\$1,000.00
KNPR	Pd 3/3/00	\$ 220.00
KLUX Channel 10	Pd 3/3/00	\$ 100.00
Goldenrule Clermont McKinley Lodge #486	Pd 3/3/00	\$ 500.00
Adelson Clinic for Treatment of Drug Addition	Pd5/5/00	\$ 1,000.00
Jewish Community Day School	Pd 5/2/00	\$ 300.00
Child Haven	Pd 5/5/00	\$ 100.00
Milton I. Schwartz Hebrew Academy	Pd 5/17/00	\$ 7,000.00
Total		\$36,220.00

Total amount to be paid in 2000 for 1999 is \$35,688.72 per Roland Viveiros (3-2-00).

Distributed \$531.28 too much.

MILTON I. SCHWARTZ 2203
 8-14- 1989 94-77/1224
 Pay to the order of Hebrew Academy \$ 25,000.00 *
Twenty-five Thousand and No/100 ----- Dollars
 **NEVADA STATE BANK**
 A Subsidiary of Zions Bancorporation
 Main Office • P.O. Box 990
 Las Vegas, Nevada 89125-0990
 For _____ *Milton Schwartz*
 ⑆ 122400779⑆ ⑆ 203⑆
 Rocky Mountain Bank Note B

MILTON I. SCHWARTZ 2675
 8145 LAS VEGAS BLVD. S.
 LAS VEGAS, NV 89123 8-14- 1989 94-72/1224
 Pay to the order of Hebrew Academy \$ 125,000.00
One Hundred Twenty-five Thousand and No/100 ----- Dollars
 **Valley Bank of Nevada**
 MEMBER FDIC
 P.O. BOX 96000 • LAS VEGAS, NV 89193-6000
 For _____ *Milton Schwartz*
 ⑆ 122400724⑆ 2675⑆ ⑆
 Rocky Mountain Bank Note

MILTON I. SCHWARTZ 2676
 8145 LAS VEGAS BLVD. S.
 LAS VEGAS, NV 89123 8-23- 1989 94-72/1224
 Pay to the order of Hebrew Academy \$ 350,000.00
Three Hundred Fifty Thousand and No/100 ----- Dollars
 **Valley Bank of Nevada**
 MEMBER FDIC
 P.O. BOX 96000 • LAS VEGAS, NV 89193-6000
 For _____ *Milton Schwartz*
 ⑆ 122400724⑆ 2676⑆ ⑆
 Rocky Mountain Bank Note

ACCOUNT	ALAN RIVLIN TTEE FOR THE MILTON I SCHWARTZ CHARITABLE LEAD TRUST DTD 12-19-80 1824 GOLDRING AVE LAS VEGAS, NV 89106	781
PAY TO THE ORDER OF	Milton I. Schwartz Hebrew Academy	5-17-00 1K 25-80/440
Seven Thousand, and No/100	\$ 7,000.00****	
DEAN WITTER REYNOLDS INC. BANK ONE BANK ONE, COLUMBUS, MS Columbus One/4427	ABODEFG KLMNPRST UVWYZ	DOLLARS 5
MEMO Charity		
004000804	0781	

At 11:11 AM

CHARITABLE LEAD TRUST CONTRIBUTIONS 2002

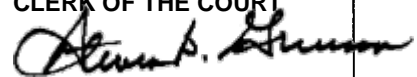
P.E.T.A.	Pd 4-25-02	\$2,500.00
Lisa Wendel Memorial Foundation	Pd 4-25-02	\$1,000.00
Chabad of Southern Nevada	pd 4-25-02	\$ 2,200.00
Sibelius Lodge #1167 F&AM	pd 4-19-02	\$ 500.00
ORT	pd 4-25-02	\$1,000.00
KNPR	pd 4-25-02	\$ 220.00
KLUX Channel 10	pd 4-25-02	\$ 100.00
Goldenrule Clermont McKinley Lodge #486	pd 4-19-02	\$ 500.00
Adelson Clinic for Treatment of Drug Addition	pd 4-25-02	\$ 1,000.00
World Wildlife	pd 4-25-02	\$ 300.00
Jewish Family Services	pd 4-26-02	\$1,000.00
Milton I. Schwartz Hebrew Academy	pd 4-29-02	\$30,000.00
Chabad of Summerlin	pd 5-8-02	\$ 500.00
Las Vegas Art Museum	pd 5-14-02	\$ 100.00
Young Israel of Las Vegas	pd 5-28-02	\$ 500.00
Harry B. Kellman Academy PTG	pd 6-19-02	\$ 536.00
Total Paid		\$41,956.00

Total amount to be paid in 2002 for 2001 is \$42,455.58 per Roland Viveiros (4-18-02).

You have \$499.58 left to give to charity.

61

61



1 **STO**

2 Alan D. Freer (#7706)

3 afreer@sdfnlaw.com

4 Alexander G. LeVeque (#11183)

5 aleveque@sdfnlaw.com

6 SOLOMON DWIGGINS & FREER, LTD.

7 9060 West Cheyenne Avenue

8 Las Vegas, Nevada 89129

9 Telephone: (702) 853-5483

10 Facsimile: (702) 853-5485

11 *Attorneys for A. Jonathan Schwartz*

12 *Executor of the Estate of Milton I. Schwartz*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 In the Matter of the Estate of:

16 MILTON I. SCHWARTZ,

17 Deceased

Case No.: P061300

Dept.: 26/Probate

Hearing Date: August 9, 2018

Hearing Time: 1:30 p.m.

18 **SUPPLEMENT TO**

19 **OPPOSITION TO MOTION FOR SUMMARY JUDGMENT REGARDING BREACH OF**
20 **CONTRACT AND COUNTERMOTION FOR ADVISORY JURY**

21 A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz ("Executor"), by and
22 through his counsel, Alan D. Freer, Esq. and Alexander G. LeVeque, Esq., of the law firm of
23 Solomon Dwiggins & Freer, Ltd., hereby supplements his *Opposition To Motion For Summary*
24 *Judgment Regarding Breach Of Contract And Countermotion For Advisory Jury*, filed in the above-
25 referenced matter, to include pertinent exhibits, attached hereto as Exhibits Y through DD.

26 DATED this 8th day of July, 2018.

27 SOLOMON DWIGGINS & FREER, LTD.

28 By 

Alan D. Freer (#7706)

Alexander G. LeVeque (#11183)

9060 West Cheyenne Avenue

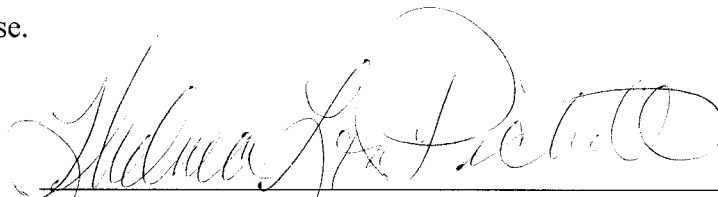
Las Vegas, Nevada 89129

Attorneys for A. Jonathan Schwartz

Executor of the Estate of Milton I. Schwartz

CERTIFICATE OF SERVICE

Pursuant to EDCR 8.05, I hereby certify that on August 8, 2018August 8, 2018, I caused a true and correct electronic copy of the *Supplement To Opposition To Motion For Summary Judgment Regarding Breach Of Contract And Countermotion For Advisory Jury* to be deposited into the Court's electronic file/service program, to the last known electronic address as noted on the E-Service Master List for This Case.



An employee of Solomon Dwiggins & Freer, Ltd.

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNLAW.COM

SOLOMON
DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS



EXHIBIT "Y"

THE HEBREW ACADEMY
Minutes of the Board of Trustees
August 4, 1989

Present:

Elliott Klain
Geri Rentchler
Lenard Schwartz
Neville Pokroy
Fred Berkley
George Rudiak
Tamar Lubin-Saposhnik
Milton Schwartz

Elliott Klain Called the meeting to order
at 12:15 P.M.

The Board considered the nominations and
unanimously elected the following slate of
officers:

Milton Schwartz - Chairman
Elliott Klain - Vice-Chairman
Geri Rentchler - Treasurer
Lenard Schwartz - Secretary

Lenard E. Schwartz reported that he
still hasn't received the final documentation of
the donation of property from Howard Hughes
Properties. Mr. Schwartz described the status
of the negotiations to the member of the Board.
Bruce Hendrix of Ambank has been kept informed of
the situation.

Lenard E. Schwartz reported that the
proposed use of financing through bonds
(particularly taxfree IRBs) is possible, but will
be difficult and expensive. Further efforts
should be made to investigate the issuance of
bonds. Mr. Rudiak suggested that the donated
property might be used to obtain a letter of
credit which could then be used to guaranty the
bonds. This also should be investigated.

Elliott Klain discussed the great amount
of work performed by the Schulman Group and
acknowledged the significant contribution to the
project. In order to carry out its fiduciary
duties to the school and donors, the Board will
require 2 other bids for construction of the new
school besides the bid by the Schulman Group.



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The Hebrew Academy
August 7, 1989
Page 2

Paul Sogg's donation was discussed. George Rudiak will arrange a meeting with Paul Sogg and Milton Schwartz.

Fundraising was discussed. Additional major donors will be approached by members of the board. Bob Disman can approach non-local people regarding donations to the school.

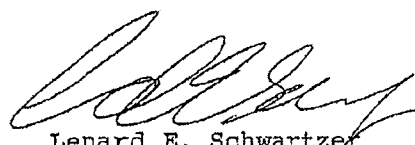
The Board discussed and generally approved the proposed agreement with the Temple to extend the lease through July 1990 with an option to November 1990. Final approval will require a written copy of the agreement.

The Jewish Federation has sent \$15,000 of the \$40,000 1989 allocation for books and materials. A small portion of the \$41,000 1988 allocation has been provided for scholarships.

The 1989 Gala will be October 28, 1989. The honoree should be a major donor. The honoree must be selected by the end of September. Ads for the Gala journal must be in by the end of September.

The Board decided it was not useful to have a booth at the State Fair.

There being no further business the meeting was adjourned at 2:15 P.M.


Lenard E. Schwartz
Secretary

LES:ee

AC402019

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EXHIBIT “Z”

MINUTES

HEBREW ACADEMY EMERGENCY BOARD MEETING

MAY 19, 1996

The meeting was called to order at 12:15 p.m. by President Geri Rentchler. Present at the meeting were Ira David Sternberg, Geri Rentchler, Jacalyn Glass, Dr. Roberta Sabbath, and Anita Lederman in a non-board member capacity. Gertrude Rudiak was absent.

A motion was made by Ira David Sternberg to approve the minutes of the meeting of May 7, 1996 with the corrections that had been made. The motion was seconded by Jacalyn Glass and the motion passed unanimously. Ira David Sternberg made an additional motion that we accept the May 13, 1996 minutes with the corrections made. Jacalyn Glass seconded that motion and it also passed unanimously.

A discussion was had regarding inviting Stuart Deane of the Parents Coalition to sit on the Board in an advisory or liaison capacity. The Board determined that additional thought would have to be put into that at this stage.

Dennis Sabbath reported that efforts were being made to continue to try and obtain officer and director liability policies for the board members.

Dennis Sabbath also discussed the text of the Milton Schwartz letter and a general discussion was had regarding the contents of the letter. Jacalyn Glass moved to accept the letter to Milton Schwartz as to the substance and form; however, leaving the form of the letter to the discretion of the school head. Ira David Sternberg seconded the motion and it passed unanimously. The Board passed a resolution returning the name of the school to the Milton I. Schwartz Hebrew Academy. The name would be returned to the stone outside of the school as well as the school letterhead and other appropriate places.

Dennis Sabbath discussed with the Board the letter he had prepared regarding the Jewish Community Day School. A discussion was had regarding the letter and the Board had Dennis delete the second paragraph on Page 2. Jacalyn Glass moved to accept the wording of the letter and leaving the form up to the discretion of the school head. Ira David Sternberg seconded the motion and the motion passed unanimously.

Dennis Sabbath had the Board review a letter he had prepared regarding the termination of Dr. Tamar Lubin. The letter contains language that Dr. Lubin's salary benefits would continue to be paid through the end of the term of her current contract, which is June 30,

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Hebrew Academy
Board Meeting Minutes
May 19, 1996
Page 2

1996. Dr. Lubin would be notified of the availability of Cobra to continue her insurance coverage on her own for 18 months. The school will continue to pay for her insurance coverage through the 60 day notification period. Jacalyn Glass moved that the Board accept the language of the letter as edited during the meeting to take out the other language regarding any other monies that may be paid to Dr. Lubin. The motion was seconded by Ira David Sternberg and it passed unanimously.

There was a discussion regarding the amount of bad debt that the school has with parents who have removed their children from the school over the last few years. A motion was made by Jacalyn Glass to forgive the bad debt of all students who have been removed from the school up until this point. It would be up to the discretion of the school head, Roberta Sabbath, to deal with the monies owed by parents of students currently enrolled in the school. Ira David Sternberg seconded the motion. The vote was held and it passed unanimously.

Dennis Sabbath discussed with the Board the Nancy Clayton lawsuit. He explained the advantages and disadvantages of settling the case at this point. It appears that this is one of the issues that concerns the Parent Coalition. Jacalyn Glass moved that the Board authorize Dennis Sabbath to instruct Scott Cantor to talk to the attorney for Nancy Clayton to settle the case in an amount not to exceed the remainder of the balance of Nancy Clayton's contract with the school. That he attempt to obtain a no admission of liability clause in the release and that Nancy Clayton, as a part of the settlement, to refrain from any further actions and communications regarding the school. Ira David Sternberg seconded the motion and the motion passed unanimously.

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Hebrew Academy
Board Meeting Minutes
May 19, 1996
Page 3

It should also be noted that Stuart Deane and Mort Winer met with the Board informally, before the regular Board meeting, to present them their concerns and bring to the Board information regarding a group of parents and the school. A motion was made to adjourn by Ira David Sternberg at 1:20 p.m. The motion was seconded by Jacalyn Glass and it passed unanimously.



PRESIDENT



SECRETARY

AC402342

CONFIDENTIAL

EXHIBIT "AA"

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

- NRS 82.356 -

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

MAR 21 1997

(after first meeting of directors)

No. 1073-80

THE HEBREW ACADEMY

Name of Corporation

DEAN HELLER, SECRETARY OF STATE

We the undersigned

Jacalyn Glass-Wolfson

President or Vice President

Geri Rentchler

of The Hebrew Acad

Secretary or Assistant Secretary

NAME

Filed in the office of

Dean Heller

Dean Heller
Secretary of State
State of Nevada

Document Number

C1073-1980-010

Filing Date and Time

03/21/1997 12:00 AM

Entity Number

C1073-1980

do hereby certify:

That the public officers or other persons, if any, required by the articles have approved the amendment. The vote of the members (if there are members) and directors by which the amendment was adopted is as follows: members n/a, and directors 4.

They hereby adopt the following amendment(s) to the articles of incorporation:

Article number(s) I is amended to read as follows:

This corporation shall be known as The Milton I. Schwartz Hebrew Academy

Jacalyn Glass-Wolfson
President or Vice President (or Chairman)
Geri Rentchler
Secretary or Assistant Secretary

State of NEVADA

County of CLARK

SS:

On 11th Day of December 1996, personally appeared before me, a Notary Public,

Jacalyn Glass-Wolfson and Geri Rentchler, who acknowledged

Names of Persons Appearing and Signing Document

that they executed the above instrument.

Cathleen F. Bridgman
Signature of Notary

(NOTARY STAMP OR SEAL)

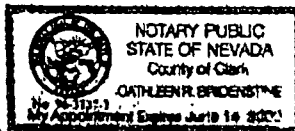


EXHIBIT "BB"

**HEBREW ACADEMY BOARD MEETING
TUESDAY, FEBRUARY 9, 1999
6:00 P.M.**

PRESENT: Abbie Friedman, Ellie Hirschfeld, Eli Schwartz, Geri Rentchler, Dorit Schwartz, Danny Amster, Jack Singer, Steven Saxe, Suzanne Steinberg, Judy Lowenhar, Carl Steinhoff, Cheryl Miller, Abigail Schwartz, and Roberta Sabbath.

ABSENT: Brad Friedmutter, Miriam Adelson, Haskel Iny, Carol Zucker.

GUESTS: Phyllis Darling, Nira Eloul, Milton Schwartz, and Federal Allocation Committee members Doug Unger, Carrie Marshall, and Betsy Steinberg.

CALL TO ORDER: President Abbie Friedman called the Board meeting to order at 6:10 p.m.

MINUTES APPROVAL: Minutes of January 12, 1999 were presented. **ACTION TAKEN:** The Minutes were unanimously approved as corrected.

BY-LAWS: Abbie presented the revised By-laws of the Hebrew Academy. Steven Saxe presented several suggestions. Milton Schwartz also suggested some changes. **ACTION TAKEN:** A vote on the revised By-laws will be taken at the next meeting.

REPORTS

TREASURER'S REPORT: Eli reported that the school will be in a deficit position for the next month or two. Several items in the income statement have been reclassified for better reporting. Milton asked a few questions with regard to the budget and Eli responded. Roberta and Eli went back over the budget and added \$150 for each student requesting a payment plan as suggested by Steve. This lowered the deficit by \$30,000. Dorit indicated that four parents had complained to her with regard to the \$750 non-refundable deposit.

ADMISSIONS: Gail reported that Sunday's Open House saw 41 families in attendance from outside the school. Registration is open and Gail has 15 appointments immediately. Enrollment this year is now at 288. Five families have re-enrolled to date. The first grade is full; kindergarten is full; hopeful that Pre-K will be full. Pre-K will have one room of 3-4 year olds and there will be two rooms for four and five year olds. In addition, a 2-1/2 year old half-day program will begin next year.

An exit survey went out and some have been returned. Gail will report back on this survey next month.

Gail reported that radio ads brought in 34 calls. Cost of the adds were \$5,000. Abbie suggested the Board next target an older group to bring in middle students.

COMMITTEE REPORTS

SEARCH COMMITTEE: Abbie reported that the Board had signed a letter of intent with Natalie Berman. Suzanne recommended that the costs incurred for meals during the interviewing process be borne by each Board member. **ACTION TAKEN:** It was moved by Carl, seconded by Ellie, to accept the nomination of Natalie Berman as Director. Motion passed unanimously.

FEDERATION ALLOCATION REPORT: Doug Unger, Carrie Marshall, and Betsy Steinberg were present from the Federation Allocation Committee. Doug stated that their subcommittee (Doug Carrie and Betsy) recommended that a Hebrew Academy subcommittee be formed to meet with them as well as a and a subcommittee from the Jewich Community Day School. Members of the Board voiced their concerns. Abbie asked Abigail, Steven, Suzanne, and Dorit of the committee to meet with the Federation Allocation subcommittee.

SECURITY COMMITTEE: Steve submitted the Security Committee report (attached). This will be addressed at the top of the agenda next meeting.

ANNUAL FUND: Abbie reported that the Venetian Hotel presidential suite will not be available and is checking into other hotels as a possibility.

The annual fund collected \$16,000 from families and the community. One family would like to pay for an intercom system. The cost for the hardware is \$17,250. There is another bid for \$15,750. Parent will donate \$10,000 and will attempt to get the balance from his father.

Ellie moved, seconded by Eli, that the Board gratefully accept the \$10,000 donation and if the balance doesn't come through, the Academy will pick up the balance. There was discussion that there might possibly be sufficient funds from the Purim Carnival, PTO or leftovers from the Gala to take care of the difference. **ACTION TAKEN:** The Board unanimously approved the motion to accept the \$10,000 donation toward an intercom system and that the remainder of the costs will be absorbed by the school if not from the donor.

DIRECTOR'S REPORT: Roberta, Phyllis and Nira reported on how to hand over the school in good shape to Natalie. Phyllis stated they were lame ducks who need to be

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AC402540

EXHIBIT "CC"

**HEBREW ACADEMY BOARD MEETING
TUESDAY, APRIL 13, 1999
6:00 P.M.**

PRESENT: Abbie Friedman, Ellie Hirschfeld, Eli Schwartz, Geri Rentchler, Dorit Schwartz, Danny Amster, Steven Saxe, Suzanne Steinberg, Haskel Iny, Judy Lowenhar, Carl Steinhoff, Cheryl Miller, Abigail Schwartz, Carol Zucker, Brad Friedmutter, and Roberta Sabbath.

ABSENT: Miriam Adelson, Jack Singer

GUESTS: Phyllis Darling, Nira Eloul

CALL TO ORDER: President Abbie Friedman called the Board meeting to order at 6:20 p.m.

MINUTES APPROVAL: Minutes of March 9, 1999 were presented. **ACTION TAKEN:** It was moved by Abigail, seconded by Ellie, to approve the Minutes as presented. Motion passed unanimously.

BY-LAWS: Abbie distributed the revised By-Laws, which were read and reviewed. It was moved by Ellie, seconded by Eli, that the By-Laws be approved as amended. **ACTION TAKEN:** After a short discussion, the motion to accept the By-Laws as amended passed with one abstention.

REPORTS

President: Abbie announced that the Academy was in the process of application with the Federation.

Abbie distributed Jackie's fax number as chair of the Nominating Committee. She requested that any board member with a nomination should fax it along with a curriculum vita to Jackie Glass.

Abbie reported that the TBS lease has not yet been signed.

Vice President: Ellie asked whether all committees with teachers and outside people had closure and have they been thanked. Abbie will send letters and certificates of thanks. Abbie also commented that Ellie's father did a great job on the search committee.

TREASURER: Eli reported that the Academy applied for a new mortgage two months ago but has not heard back yet. Steve said he might have another source. Eli will contact that source.

The Federation Allocation presentation on April 26th will include Abbie, Abigail, and Haskel. Eli will appear as soon as possible. The Academy has applied for \$231,000.

Eli reported a very severe cash flow problem for the next two months. There will be a need to use monies from the Gala Fund, a \$100,000 line of credit, and possibly the Smith Barney account. Abigail suggested board members should fund and recruit new members who can afford to give. Abigail is doing 1,000 tickets for board members to sell for a Jaguar. Tickets will cost \$100. There is also a millennium party planned on December 31st for 25 couples at \$2,000 each.

Abbie reported that she had been in possession of \$15,000 in jewelry that Dr. Lubin thought would sell. Abbie took it to Steve Mack who took it on consignment at Super Pawn. He will donate commission back to the Academy if anything sells.

ADMISSIONS: Presently 200 students have signed up for next year. Gail is organizing the tuition lottery.

COMMITTEE REPORTS

SECURITY: Steve estimates the cost for security needed would be approximately \$30,000 per year. TBS would pay a portion of that expense. The JCC summer camp is a loss. There are four Federation agencies using our facility. We are flying an alien flag and need protection.

TECHNOLOGY: Eli reported that some of the new computers have been set up in the old business office. The person who was supposed to do the electrical and cable did not show up so the cable will have to be done over the summer. Twenty-five new computers were purchased for the computer lab. All the classrooms will be wired to be on the server. The third phase will be to connect the large TV to the server. Natalie is working on replacing software. Brad suggested running TV capability. Haskel agreed to forward \$30,000 for cabling interest free for 90 days. The school will reimburse Haskel in June or July. Brad volunteered to do the drawing of what is wanted and then get the bids out. Brad will spec it and then send to Steve. Natalie has a proposal. Abbie appointed the technology committee with Brad acting as chairman. Danny, Haskel, Carol will be part of the committee and will coordinate with Natalie and Steve.

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AC402611

NEW BUSINESS:

Natalie hired an assistant principal, a computer teacher with an MBA in sports and is a tennis teacher, and a science teacher. With regard to scheduling, the entire school will be scheduled and will have a permanent schedule within ten days. Accreditation is running late because NWASC changed the procedures. The accreditation will be at the end of October and will be here for one day. Natalie has entire curriculum that she had updated at pervious school. She is checking on administrative package for software. Natalie is going to training session next week. Natalie needs a laptop and Brad offered one from his office.

Abbie reported that there are two conservative Rabbis who have children. Abbie wants to give 50% remission for the Rabbis. Nira suggested 25% and administrator give more, if needed. Currently it is 25% for Jewish professionals. Brad suggested doing tuition remission or discount if parent refers someone to the Academy. It was suggested that a line be put on the admission form for referrals and give \$50 or \$100 for referrals. Money will be given back to the school.

DIRECTOR:

Roberta reported that administration (Roberta, Natalie, Phyllis, Nira, and Gail) met today and discussed curriculum accrediting. Six people have applied who are very strong candidates with master's degrees, good specialties, or Judaica. Three are local and three out of town.

PRINCIPAL: Seven teachers were told this week that their contracts would not be renewed. Natalie is bringing her own technology and science people. There will be a need for five certified elementary teachers and one aide. Interviewing will take place during the next two months.

The 7th and 8th grade ERB's have been returned showing the 8th grade above normal and the seventh grade was average in relation to other independent schools.

A number of parents have spoken to Phyllis with concerns regarding Judaica during turnover of administration plus a concern over teachers who are not returning. More and more non-Jewish students are leaving to go to Shiloh because the tuition is half of the Academy's tuition.

JUDAICA: Nira had Seder for students that turned out very nice and was enjoyed by all. Yom Ha Shoah program was held today. Next week Yom HaMatzmacut. Have

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AC402612

HEBREW ACADEMY
Board Minutes
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Page 4

large Judaic facility. Nira spent two weeks going over the Haggadah with the students. The attitude regarding Judaica has improved greatly among the upper grades. Nira spent two weeks reviewing Haggadah.

ORGANIZATION & DEVELOPMENT: Cheryl discussed the bonus third personal day for two or fewer medical days used. **ACTION TAKEN:** It was moved by Cheryl, seconded by Eli, that a person who uses two or fewer sick days would get an extra personal leave day the next year. Motion carried unanimously.

ADJOURNMENT: The meeting adjourned at 8:40 p.m.

word.board minutes

AC402613

CONFIDENTIAL

EXHIBIT "DD"

07/13/04 TUE 12:58 FAX 1 702 2557232

THE HEBREW ACADEMY

001

given to Blw
3-24-05

BY LAWS
OF
THE MILTON I. SCHWARTZ
HEBREW ACADEMY
ARTICLE I
PURPOSE AND POWERS

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

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

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

ARTICLE II

OFFICES

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

ARTICLE III

BOARD OF TRUSTEES

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

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

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

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

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

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

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

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

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

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

Section 3.10. Manner Of Acting.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

STANDING AND SPECIAL COMMITTEES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS; INSURANCE

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

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

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

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

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

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

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

Section 6.06. The indemnification provided by this section:

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

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

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

ARTICLE VII

CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

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

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

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

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

ARTICLE VIII

MISCELLANEOUS

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

Section 8.02. Intentionally Deleted.

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

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

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

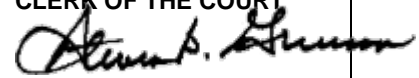
Section 8.06. Loans To Officers And Trustees Prohibited. No loans shall be made by the Corporation to its Officers or Trustees. The Trustees of the Corporation who vote for or assent to the making of a loan to an Officer or Trustee of the Corporation, and any Officer or Officers

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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Estate of:

MILTON I. SCHWARTZ,

Deceased

CASE NO. 07-P-061300

DEPT. XXVI

BEFORE THE HONORABLE GLORIA J. STURMAN, DISTRICT COURT JUDGE
THURSDAY, AUGUST 9, 2018

RECORDER'S TRANSCRIPT OF HEARING ON MOTIONS IN LIMINE AND
MOTIONS FOR SUMMARY JUDGMENT

APPEARANCES:

For the Estate of Milton I. Schwartz:

ALEXANDER G. LEVEQUE, ESQ.
ALAN D. FREER, ESQ.

For The Dr. Miriam and Sheldon
G. Adelson Educational Institute:

J. RANDALL JONES, ESQ.
JOSHUA D. CARLSON, ESQ.
MADISON P. ZORNES-VELA, ESQ.

RECORDED BY: KERRY ESPARZA, COURT RECORDER

1 Las Vegas, Nevada, August 9, 2019

2
3 [Case called at 1:32 p.m.]

4 THE COURT: So, we'll go right across the room. So, we'll start
5 with --

6 MR. LeVEQUE: Good morning, Your Honor. Alex LeVeque on
7 behalf of the estate.

8 MR. FREER: Good morning, Your Honor. Alan Freer on behalf of
9 the estate. With us is also Jonathan Schwartz. And just so Your Honor knows,
10 he's got another engagement that he's got to attend later this afternoon, so if
11 he leaves it's not because of anything going on here.

12 THE COURT: No problem. Thanks for being here.

13 MR. JONES: Yes, Your Honor. Randall Jones on behalf of the
14 Adelson School.

15 MR. CARLSON: Joshua Carlson also on behalf of the Adelson
16 School.

17 MS. ZORNES: Madison Zornes-Vela also on behalf of the Adelson
18 School.

19 THE COURT: All right. So, we have a number of things on tap
20 here. One was -- have a seat. I was -- have we ever arranged for how we're
21 going to figure out if you guys have objections to people on who did the
22 questionnaires? Have you talked about maybe excluding -- agreeing on some
23 of those people who we can dismiss or -- because I've just been sending you
24 the ones that are requests for excuse as they came in.

25 MR. LeVEQUE: We have, Your Honor. At the last status check, I

1 think the agreement was we were going to go over that during calendar call on
2 the 15th.

3 THE COURT: Okay. I just want to make sure that we were working
4 on that so that those people who it's agreed don't need to come in and be
5 questioned, could be excused.

6 MR. LeVEQUE: And just as a glimpse into that issue, Your Honor, I
7 think there's going to be a lot

8 THE COURT: A lot of conflict?

9 MR. LeVEQUE: -- for cause, excusal for cause.

10 THE COURT: Okay.

11 MR. LeVEQUE: Excusal for cause.

12 THE COURT: That's why you asked for 200.

13 MR. JONES: Sure.

14 THE COURT: It's hard.

15 MR. JONES: I think we anticipated there would be an issue there.
16 To add to the intrigue about the issue, when we were preparing for today -- we
17 started looking at things and actually just getting ready for trial -- some of the
18 issues that came up in response to some of our motions, including the motion
19 for advisory jury, we realized, or at least we believed that actually this is not an
20 appropriate case for a jury trial.

21 THE COURT: I've been wondering about that.

22 MR. JONES: And we actually just filed a motion, Your Honor, I
23 think it's still in your box. And we really started looking at that two days ago.
24 And so, we started researching it to make sure we weren't completely out in
25 left field. And the more we looked at it, the more meritorious we thought that

1 position was.

2 We sent a motion on order shortening time over for you today. We
3 also immediately emailed the draft or the document to counsel, so they would
4 have it right away, even though you haven't seen it yet. You should have got
5 that this afternoon.

6 MR. LeVEQUE: Yeah, It might have been while we were driving
7 over.

8 THE COURT: Uh-huh.

9 MR. JONES: So -- Yeah, you should have that. If you don't have it
10 by within -- if you want to check .

11 MR. LeVEQUE: Not yet.

12 MR. JONES: If you don't have it within the next hour let me know,
13 and we'll make sure to find out where it is, because they've been told to get it
14 over to you, so.

15 So that's something that, you know, obviously we need to take up.
16 If our position is correct, we think it would -- and I'm not trying to argue the
17 motion, I'm just bringing up a point that if it is correct, I think it would be a
18 mistrial to try the case to a jury, so.

19 THE COURT: Well, I don't think we're that far, but I was just
20 wondering what the jury issues were.

21 MR. JONES: And I'm not trying to -- again, I'm not trying to argue
22 the point, I'm just pointing out that it is something we think the Court needs to
23 at least look at and consider, and I think it's important to both sides and the
24 Court that we give that a full vetting before we proceed with a jury.

25 MR. FREER: And once we have a chance to look at it, we'll be able

1 to respond.

2 MR. JONES: Sure.

3 THE COURT: Yeah, I don't remember now who it was that
4 requested the jury.

5 MR. FREER: We did.

6 THE COURT: And that's how it got up here, yeah.

7 MR. FREER: Yeah, with respect to primarily the will construction
8 and then also with the declaratory relief statutes allowing trial by jury, but we
9 can get to that when we get to it.

10 THE COURT: Sure. Great. All right. So, we are working on
11 reviewing our jury questionnaires, and we may have this other issue, which,
12 you know, if I read the pretrials and everything, then we can move on
13 (indiscernible).

14 So, we have motions in limine, and we have the motions for
15 summary judgment. Which order do you want to go in? I would assume
16 motions for summary judgment.

17 MR. JONES: I think that makes more sense, Your Honor,
18 because --

19 THE COURT: Or do you think there are some issues on some of
20 the motions in limine that might affect the motion for summary judgment?

21 MR. JONES: Well, actually -- I actually -- I think it kind of works
22 both ways.

23 THE COURT: Yeah.

24 MR. JONES: Some of those motions for summary judgement will
25 affect the motions in limine and vice versa.

1 THE COURT: Yeah, so I don't know that it really ends up mattering
2 which way we go. Start with motions for summary judgment?

3 MR. FREER: No, their motions we're prepared to argue them any
4 which way.

5 THE COURT: Okay. All right.

6 MR. FREER: The only thing, as I did speak to Mr. Jones right
7 before, I've had a chance to consult with the client with respect to the motion
8 for summary judgment, with respect to the fraud claim. We are withdrawing
9 or abandoning the claim for fraud.

10 THE COURT: I think that would be advisable.

11 MR. FREER: And so -- well, at the time we asserted it, we didn't
12 know what the intent was, so.

13 THE COURT: Yeah, you didn't know. But, no, I -- yeah, I think this
14 -- that was a good choice.

15 MR. FREER: So, that motion will now be moot.

16 THE COURT: Okay. So, for the minutes then, so that they don't
17 think we forgot to hear a motion, that upon calling the motion and discussion
18 with counsel, it's determined that the Plaintiff has withdrawn that claim. And
19 so, we are going to consider it moot and there's no ruling. All right.

20 So, now we've got breach of contract, and we've got statute of
21 limitations. Any preference for the order?

22 MR. JONES: Perhaps the statute of limitations --

23 THE COURT: Okay.

24 MR. JONES: -- makes some sense, Your Honor.

25 THE COURT: All right. Okay.

1 MR. JONES: The statute of limitations addressed two of the
2 claims; the fraud claim, which, as I understand it, has been abandoned and the
3 oral contract. So, I'll focus on the oral contract if I may.

4 As is my habit, Your Honor, I always like to start by asking if there's
5 anything in particular that the Court wants me to address. I'll be happy to do
6 that first. If it's important to you or it's an issue for you, then, obviously, it's
7 something I need to respond to.

8 THE COURT: The question I had, I remember procedurally, that
9 this started with the Adelson School's petition to get the distribution from the
10 estate.

11 MR. JONES: Your recollection is correct.

12 THE COURT: Does that have any relevance to -- which is
13 essentially an affirmative defense or --

14 MR. JONES: Yeah, I wouldn't disagree with that. I think essentially
15 as you said, the school filed a petition to seek to enforce the bequest of the
16 will. The Estate then filed a petition asserting a number of objections and/or
17 affirmative defenses in connection with that request and asserting certain
18 claims related to those issues.

19 And so, there's our petition, and then there's the Estate's petition
20 that came second.

21 THE COURT: In other words, they didn't -- wait. The estate did not
22 file initially seeking instructions to interpret the will and say that you don't
23 have to pay that money. They didn't initiate this, in other words.

24 MR. JONES: That is correct.

25 THE COURT: So, is there any relevance to the fact that these

1 issues were raised in response to your petition to --

2 MR. JONES: Well --

3 THE COURT: -- yeah, how do we get by the statute of limitations?

4 MR. JONES: I don't think there is any relevance to that question. It
5 may have some implications on some other issues in the case, but I don't think
6 it has any implications as to the statute of limitations.

7 THE COURT: Okay.

8 MR. JONES: I think, Your Honor, as you certainly know, I know
9 you practiced for many years before you went on the bench, and I know you're
10 familiar with the statute of limitations and the general law connected with the
11 statute of limitations. And so, while I don't want to belabor the point, I think it
12 is important to point out something that most lawyers know and certainly if
13 they don't, they should know, that the discovery rule applies to statute of
14 limitations and the discovery rule -- and for purposes of authority, one case we
15 cited was *Peterson vs. Bruin*, where the court held that when an injured party
16 discovers or reasonably should have discovered facts supporting the action is
17 when the statute is triggered.

18 So, there's some interesting aspects of this case in a sense that Mr.
19 Schwartz, Jonathan Schwartz, who is the Executor, so as you know the
20 Executor has an affirmative duty, because you're the probate judge, to pursue
21 claims for the estate. That's something that is an actual fiduciary duty that an
22 executor of an estate has. So, if they know about a claim of the estate, they're
23 supposed to pursue it.

24 Adding to that, there's the fact that Mr. Schwartz is an attorney.
25 So, Mr. Schwartz has knowledge that the average lay person who might be

1 appointed or designated as an executor wouldn't necessarily have. And
2 knowledge that would be important to the issue of the statute of limitations.

3 So, that's the factual background that we start this analysis with.
4 You either knew or recently should have discovered in the context of an
5 Executor who has obligations to discover these claims, affirmatively discover
6 any existing claims for an Estate, and add to that an Executor who happens to
7 be a licensed attorney.

8 So, with that backdrop, if you look back at the uncontestable facts
9 of this case, you will see that Mr. Schwartz -- and this is at page five of our
10 brief -- and I'm going to make sure I got that right, it was five of the brief -- yes,
11 it's page five of our brief where we point out -- it's at the bottom of page five --
12 starting at line 24: Mr. Schwartz confirmed in his sworn testimony that these
13 events occurred -- and that we cited his testimony up above those lines --
14 where he would hear about, through the community through the years 2007,
15 2008, 2009, 2010, 2011, 2013, 2014, et cetera, about issues that gave him the
16 belief and a suspicion that the alleged agreement had been breached or
17 violated by the school.

18 Now, of course, the dates in 2011, '12, and '13 are not relevant for
19 purposes of our discussion, because they would be inside the statute of
20 limitations. They filed a complaint that the -- the Estate filed a complaint in
21 2013.

22 So, we have a four-year statute. I don't think anybody can contest
23 that with respect to an oral agreement, a four-year statute of limitations.
24 We're not talking about any alleged written agreement. That's a different
25 subject. And so, if you look at it that way -- so, what did Mr. Schwartz know or

1 what did he have reason to suspect four years prior to the running of the
2 statute of limitations or four years prior to the filing of the complaint? So,
3 based on Mr. Schwartz' own testimony, he said: Quote -- under oath -- I hear,
4 you know, statements from board members, statements from, you know,
5 people who sent their kids there, you know. They're not respecting your dad's
6 legacy, all kinds of -- all of this kind of stuff. And this was, you know, a series
7 of events and little by little they diminished my father's naming rights and
8 supplanted it completely with Adelson, which was not the agreement.

9 So, as early as 2007 Mr. Schwartz is saying he is aware of
10 information that made him believe that the agreement was being diminished
11 or violated.

12 Now, what else do we also know? We know that the name of the
13 corporation, which had been the Milton I. Schwartz Hebrew Academy, had
14 actually been formally changed in 2008. And that's a recorded document, as
15 you know, at the Secretary of State's Office. Around the middle of 2008, the
16 signage to the school, the actual signage to the school changed in 2008. The
17 letterhead changed in 2008 to add the Adelson family -- Adelson Foundation or
18 family. The website changed. These are all things that are patently available
19 information. So, we know for a fact that this happened.

20 Now, the other thing that I want to point out to the Court that is an
21 uncontested fact here, if I can find the page. I'm sure it's here, Your Honor.
22 May I approach, Your Honor?

23 THE COURT: Sure.

24 MR. JONES: Your Honor, that is -- the letter was referenced as an
25 exhibit in our motion. This is a letter from Mr. Schwartz, Jonathan Schwartz,

1 2010. And what I want to point out to the Court is if you look at the last page
2 of two thousand and -- excuse me -- of Mr. Schwartz' letter, it's highlighted
3 there, I highlighted for all parties, for the Court and counsel, and it says in the
4 second or the top full paragraph says: The draft settlement agreement
5 basically accepts what the school is already doing, despite the fact that some
6 of what the school has done in the last two-and-a-half years breaches the
7 agreement. If you go back two and a half years from May of 2010, that's the
8 end of 2007.

9 So, here we have in writing from the Executor of the Estate, who is
10 an attorney, stating unequivocally that there have been violations of this
11 agreement, according to him, going all the way back to 2007.

12 Now, Your Honor, I don't know how much better it gets for a
13 lawyer than an admission by a party opponent that they had knowledge of the
14 claim prior to the -- or let me put it a different way -- in a timeframe that makes
15 this running of the statute of limitations unequivocal. I don't know how I can
16 beat that evidence ever. That's an admission against interest of knowledge of
17 the claim well prior to the running of the statute of limitations. And I have to
18 say, Your Honor, I think that that should be the end of the inquiry.

19 Now, they're going to also talk about -- and, by the way, the
20 petition itself on page -- I believe page five of the petition, which was verified
21 by Mr. Schwartz -- yeah, page five of the petition says: The Executor became
22 aware of the Academy breach on or about March 10 of -- or excuse me, March
23 of 2010. Now, that would be inside the statute or outside the statute of
24 limitations for the fraud claim, but it just reinforces the statement that Mr.
25 Schwartz was clearly aware of this long before, long before the complaint was

1 filed.

2 So, they -- I think in an attempt -- not that I blame them -- but in an
3 attempt to get around these admissions that are I think conclusory in terms of
4 the merits of this motion, they try to bring up an equitable estoppel argument,
5 but in that case equitable estoppel is not appropriate, because it only applies
6 where the party didn't pursue the rights because they were denied -- or,
7 excuse me, induced to forebear.

8 In other words, Your Honor, you could argue equitable estoppel as
9 well, I didn't sue you because you kept promising me you were going to do
10 this, and I relied on that promise.

11 There is no evidence, not a scintilla of evidence, that for all the
12 depositions that have been done, after all the documents have been produced,
13 not a scintilla of evidence to demonstrate that Mr. Schwartz was induced to
14 forebear so that he then would have the statute of limitations run on him.

15 And, in fact, the evidence is contrary to that, that Mr. Schwartz was
16 repeatedly talking to the school about things and the school never once, after
17 he started talking to them, all the way back in 2008, suggested to him that they
18 were going to agree to what he thought the situation was with his father's
19 naming rights, alleged naming rights.

20 So, if anything, the evidence is contrary to any suggestion that
21 there was any inducement to forebear. So equitable estoppel plainly does not
22 apply.

23 And, by the way, with respect to the issue of knowledge, under the
24 *Massey v. Litton* case, that's a 1983 case from Nevada, the issue is on the
25 knowledge of or access to facts, rather than the discovery of legal theories. In

1 other words, did Mr. Schwartz have access to facts which would demonstrate
2 to him that his alleged -- his father's alleged naming rights had been violated?
3 Well, he certainly had access to the Secretary of State's Office. Anybody can
4 go on line and get that.

5 Secondly, he could -- all he had to do was drive by the school
6 and see that the name up there was the Adelson Campus. All he had to do
7 was get a piece of letterhead. All you have to do is actually go to the school
8 and look, which, by the way, he acknowledges he was aware of these things
9 back in 2007, 2008, and 2009. But, again, the point is, is whether he had access
10 to this information, and he clearly -- and this is Nevada law.

11 And, finally, I guess the final point I would make is that if a party's
12 knowledge is not complete, that party is under a duty to exercise proper
13 diligence to learn more. That's an *Aldabe v. Adams* case. That's a 1965
14 Nevada case and it's still good law which makes perfect sense.

15 Here's the point there, Judge. Mr. Schwartz says in his own letter
16 from two thousand -- or, excuse me, I'm sorry -- his own letter from 2010: I
17 have known for the last two-and-a-half years that you've been doing things to
18 violate my father's alleged naming rights agreement.

19 Now, if they get up here and say well, yeah, but he didn't know
20 enough, he didn't know how bad it was. First of all, I think that's an oxymoron.
21 In a case like this, a breach is a breach is a breach. But let's just say that he
22 says well, you know, I knew that they had put the Adelson name on the middle
23 school, and I thought there was kind of a breach, but I wasn't quite sure.

24 Nevada law is clear. If you have reason to believe that a breach is
25 occurring, or you have information that leads you to believe that something is

1 wrong, you have a duty -- an affirmative duty, to go, and determine, and do
2 your due diligence to see whether in fact it is occurring, which, by the way, is
3 consistent with his duty as the Executor of the Estate. He's got a duty to
4 pursue claims for the estate in a timely manner. And he just didn't do it.

5 Any questions, Your Honor?

6 THE COURT: No.

7 MR. FREER: Good afternoon, Your Honor. I guess I will return the
8 favor. Is there anything you'd like me to address first before I --

9 THE COURT: Well, it's kind of the same thing. Because this is in
10 the context of an Estate, does that in any way affect the running of the statute
11 of limitations; because the way this was pled was in response to their petition
12 to make the distribution. Instead of having sought instructions earlier, it's just
13 responded to as an opposition to why they haven't made the distribution. So,
14 what, if anything, about that factual situation?

15 MR. FREER: Yeah, I think Your Honor hit it on the point, is those
16 were, essentially, counterclaims and/or affirmative defenses that were raised
17 by the Estate. That was recognized by the school in its opposition to motion
18 for reconsideration filed in December 2013. It's page five, footnote two.

19 If you look at the claims that we've raised, other than the
20 supplemental claim for relief number two, which we've abandoned claim
21 number two, that was the fraud claim, the rest of the first five claims that we're
22 seeking declaratory relief for are affirmative defenses to the school's petition
23 to compel distribution of the bequest.

24 Affirmative defenses to the enforcement of a claim are not subject
25 to the statute of limitations. And we point that out. We cite the *Nevada State*

1 *Bank v. Jamison Family*, the *Tomini v. Global Company*. They're not subject to
2 the statute of limitations. Even the supplemental relief with respect to that, it's
3 a counterclaim. And there are cases out there that basically say when you
4 raise a counterclaim, that too is not subject to the statute of limitations.

5 So, from our perspective, I think you hit the nail on the head is
6 when we're forced into litigation, we bring these, we're entitled to do so.

7 With respect to the issues raised, you know the only
8 uncontroverted evidence here is the statement made by Jonathan in the
9 verified pleading that he knew in March of 2010. That was in the petition for
10 declaratory relief filed May 31st, 2013, and the letter that they just cite that was
11 sent to Sheldon Adelson on May 10th, 2010.

12 All the statement that the letter sent to Sheldon Adelson says is the
13 fact that he knows as of 2010, that they've been doing stuff for two-and-a-half
14 years. It doesn't say when he learned that he knew the stuff, it just says as of
15 2010, I know that he's been breaching for two-and-a-half years.

16 Now, as Your Honor knows, we are to talk about the discovery rule.
17 The discovery rule is an issue of fact. It provides questions and where there's
18 a jury involved, you know, *Saragossa v. Brown* says the time of discovery is a
19 question of fact for the factfinder and where the facts are susceptible to
20 opposing inferences. The inquiry notice that Mr. Jones talks about under
21 *Saragossa* is also an issue of fact as to whether or not Jonathan exercised
22 reasonable diligence.

23 Here, there are a lot of issues. Other than those two that I just
24 talked about, there are a lot of issues that create issues of fact as to when
25 Jonathan knew about the name change. Although the Adelson School

1 amended its articles of incorporation in 2008 to reflect the name change, the
2 school never notified Jonathan of the change or had any -- or that anything
3 had changed regarding the co-existence of the high school with the Milton I.
4 Schwartz Hebrew Academy that was agreed to in 2007, before Milt died, that
5 that status quo had changed.

6 From the time after the Articles of Incorporation were filed in
7 February of 2008 through 2011, the Adelson School repeatedly provided
8 Jonathan with mailings from the school that are in the name of the Milton I.
9 Schwartz Hebrew Academy. And we attached those. For example, Exhibit 28
10 to our opposition is an April 17, 2008 letter that has Meesha (phonetic)
11 letterhead showing that both schools were in existence together.

12 And it didn't say Adelson Education Camp, it said the Adelson
13 School. And that's what was consistent in 2007. Indeed, it was thanking him
14 for his leadership gift to the quote, Dr. Miriam and Sheldon G. Adelson School
15 and the Milton I. Schwartz Hebrew Academy 2008 in pursuit of excellence
16 awards.

17 The same thing. In May of 2008, later that year, another letter with
18 Meesha letterhead showing that both schools were in existence together, co-
19 consistent with the understanding in 2007. Again, thanks him for another
20 donation.

21 In March of 2010 there's an envelope with only the Milton I.
22 Schwartz Hebrew Academy seal prominently displayed on the cover.

23 So, the correspondence that the school was sending has Milton I.
24 Schwartz Hebrew Academy on it. It doesn't require, and it doesn't say -- it
25 doesn't notify him that the Adelson campus is the only entity around.

1 Consistent with that, is when Jonathan toured the school, he
2 testified in his deposition that Paul Shipman and Victor Chaltiel would go out
3 of their way to reassure Jonathan that the Milton I. Schwartz Hebrew Academy
4 was still in existence saying look, your dad's name is still up on the school.
5 And that's Jonathan's declaration that we attach at Exhibit 15, at paragraph F,
6 and it's also in his deposition testimony at page 75, lines 22 through 25.

7 Jonathan testified in the declaration that we attached to the
8 opposition that he reasonably relied upon that. In fact, he continued to make
9 donations to the school and the school continued to accept those donations in
10 the name of the Milton I. Schwartz Hebrew Academy. This evidence creates a
11 substantial issue of fact as to when Jonathan knew or should have known the
12 breach occurred.

13 Now, in addition to creating facts as to the inquiry notice, this
14 evidence also creates issues of fact with respect to whether or not equity tolls
15 or estops the school from asserting the statute of limitations. The school's
16 actions in sending that correspondence, the school's actions in showing
17 Jonathan that his father's name is still up there, constitute grounds for other
18 equitable tolling all together or estopping the school from asserting, that that
19 is a question of fact.

20 Now, much has been said about Jonathan's testimony. And
21 contrary to the school's spin on what he said, he basically said that he was not
22 concise about a particular event occurring, he is saying that he found
23 documents at some point in the litigation indicating the school had changed its
24 name in 2007. His statement knew about it as it was occurring is completely
25 out of context.

1 And, in fact, if you look at page 49 of his deposition transcript, the
2 question was: When did you first find out? You said things changed
3 sometime in 2008. I found out through the course of this deposition, through
4 the course of this litigation. At some point received documents in discovery.
5 At some point I found documents, I think December of 2007, where the name
6 of the school had been changed and no one had ever told me about that. The
7 first time I knew of it was when I read that document. I knew about -- it was
8 occurring, death by a thousand cuts. I would hear, you know, statements from
9 people who sent their kids. You know, stuff. They're not respecting your
10 dad's legacy, all of this kind of stuff. And it was a series of events that little by
11 little they diminished my father's naming rights."

12 There isn't anything in there where he's admitting sufficient for this
13 Court to enter as a matter of law that he knew in 2007. And further on in his
14 deposition testimony he states he didn't receive definitive proof of it until May
15 28, 2013. That's page 51, lines 3 through 16.

16 Remember, this is in context of him receiving correspondence,
17 conflicting correspondence, from the school and statements from the school's
18 officers, Paul Shipman and Victor Chaltiel.

19 Now, these conflicting innuendos Jonathan received do not raise
20 inquiry notice as a matter of law. It may create a question of fact, but in order
21 to demonstrate inquiry notice, the Defendant must demonstrate that the
22 Plaintiff acquired the information that suggested the probability of the injury,
23 not a possibility. And hearing innuendos and statements such as disrespect
24 don't raise a probability, it's a possibility. That's *De La Fuente v. DCI*
25 *Communications*, 206 F.R.D. 369. You cannot say that those innuendos create

1 any kind of obligation as a matter of law. It creates an issue of fact at most.

2 Likewise, the constructive notice that they talk about with respect
3 to the filing of the Secretary of State doesn't trigger the statute of limitations
4 as a matter of law. As we pointed out in our brief, constructive notice
5 normally involves some sort of actual notice of the facts or circumstances that
6 will be sufficient to put them on -- a prudent person on notice.

7 And so ,if you put all of this in the context, the prudent person
8 standard would essentially be what a reasonable person who is being
9 affirmatively provided correspondence from a school stating that it has the
10 name Milton I. Schwartz Hebrew Academy, a school that accepts its donations
11 in the name of Milton I. Schwartz Hebrew Academy, a school who has two of
12 its officers and representatives take them on tours and say see, your dad's
13 name is still on the building, be placed on inquiry notice to check the Secretary
14 of State website that a name change has occurred. That's a question of fact.
15 That's not a question of law.

16 THE COURT: I have a question about the affidavit, your client's
17 affidavit, paragraph 15 where he talks about: After my father's death I
18 continued to make donations. Was that on behalf of the Estate or was that
19 personal to Jonathan? I couldn't tell.

20 MR. FREER: I would need to confer with my client.

21 THE COURT: Okay.

22 MR. FREER: I believe a lot of those were done at least on behalf of
23 the trust, but I would need to confer with my client on that.

24 THE COURT: Okay.

25 MR. FREER: Now, using the March 2010 date that is basically, you

1 know, with the petition for declaratory relief, that doesn't do anything. That
2 doesn't prohibit any of our claims. Other than the supplemental relief claim
3 that we've already abandoned, as I already pointed out, the rest of the claims
4 are either affirmative defenses or counterclaims.

5 The supplemental relief for breach of contract and specific
6 performance are governed by six-year statutes, not four years. NRS 11.190
7 provides a six-year statute of limitations for actions upon a contract founded
8 upon an instrument in writing. The Nevada Supreme Court has said strict
9 construction should not be applied by courts in determining what does and
10 what does not constitute a contract in writing. That's *El Rancho v. New York*.

11 The six-year statute applies to the breach of contract claim because
12 the instruments in writing for which those claims are based upon, as we'll talk
13 about in a bit, consists of school minutes and bylaws, internal school
14 documents.

15 MR. JONES: Counsel, I don't mean to interrupt, I may help you.
16 As I said, we're not trying to argue the written --

17 THE COURT: That was my understanding.

18 MR. FREER: Okay. All right.

19 MR. JONES: -- we don't believe there's a written agreement, but
20 as it relates to the statute of limitations, our position is not -- on the statute is
21 not --

22 MR. FREER: Okay.

23 THE COURT: That was my understanding --

24 MR. JONES: -- in connection with the --

25 THE COURT: -- it was just the three and the four-year statutes that

1 we talked about.

2 MR. JONES: -- in connection with the alleged written contract.

3 MR. FREER: All right. So, based --

4 MR. JONES: -- It's only related to oral.

5 MR. FREER: -- based on that, Your Honor, the only issue we've got
6 is those two documents. Everything else is a question of fact that needs to be
7 analyzed and evaluated in total of the evidence that's produced at trial. Thank
8 you.

9 THE COURT: Okay. One more question because, again, this really
10 is about interpretation of a will and the bequests in the will to the Milton I.
11 Schwartz Hebrew Academy. I guess what -- so but even if we assume that by
12 2010 Jonathan had some inkling there was a problem here, is there anything
13 within -- this is just a question other than the statute of limitations, I'm just --
14 because this was the will and not the trust, it's the will, what's the reason --
15 this is just a really long delay.

16 So, at least in 2010, he was saying I want to try to resolve this with
17 you, here's a settlement proposal to resolve this, but then I guess what,
18 nothing? So, it just zero it for three years or?

19 MR. FREER: No. So, what happened, if you go back and read
20 Jonathan's deposition, is it was kind of a recurring series of events where a
21 member of the board or former board who was friendly with Mr. Adelson
22 would approach Jonathan, they would go to lunch. In fact, I think he had four
23 lunch meetings, where they said look, let's try to get this resolved. This
24 doesn't help anybody, we all want to get it resolved, we'll take it back, we'll get
25 a settlement.

1 Nine months, a year, a year-and-a-half go by, he wouldn't hear
2 anything, and then another person would come and say let's go ahead, let's
3 try to resolve this. And he was holding off paying the bequest until there was
4 some kind of a deal.

5 THE COURT: Right. Now, also because it's the will, they had to
6 publish a notice to creditors and make a determination of how much they
7 would need to pay under the will. So, I mean you had all those procedures
8 going on, just going in any --

9 MR. FREER: Right.

10 THE COURT: -- in the Estate administration.

11 MR. FREER: But Jonathan -- part of the discussion that was
12 occurring during this period of 2010 through the time of filing the petition to
13 compel the distribution in 2013, was not only let's settle the naming rights
14 issue, but Jonathan was basically saying once we get that done, we'll make
15 the distribution.

16 THE COURT: Yeah, I understand, but again I guess it's not
17 technically a statute of limitations. Maybe it's more of a tolling issue. It's that
18 until the Estate had been -- all the creditors had been paid, and they figured
19 out what is it here that we're going to be paying out to -- whoever took under
20 the will, as opposed to the trust -- whoever took under the will to get the
21 petition to make the distributions filed? I mean at what point -- clearly in that
22 process of administration, it seems like it just got stalled.

23 MR. FREER: The process of administration didn't really get
24 wrapped up with respect to that, I believe, until right around 2013. We came
25 onto the case in 2013.

1 THE COURT: Correct.

2 MR. FREER: Shortly thereafter, for example, Mr. Schwartz' ex-
3 wife's counsel withdrew, those issues had been resolved. I believe the 706
4 was finalized.

5 THE COURT: The senior Mr. Schwartz?

6 MR. FREER: Yes.

7 THE COURT: Because that --

8 MR. FREER: Yes.

9 THE COURT: -- I know that was a part of the litigation was --

10 MR. FREER: Right.

11 THE COURT: -- dealing with the divorce.

12 MR. FREER: And I think it was --

13 THE COURT: The divorce?

14 MR. FREER: -- correct.

15 THE COURT: He had certain agreements through the divorce that
16 he had to deal with, as well.

17 MR. FREER: With respect to the -- with the nuptial agreements,
18 yes.

19 THE COURT: Okay. Yeah, so, I just -- again, I was trying to figure
20 out is the status the case was in at various different points in time, does it
21 relate at all to the -- this issue of statute of limitations? I mean when was this
22 ripe, this whole issue of do we have to pay you the \$500,000 in the will? I
23 mean is that depended on getting all the way down to okay, here we've
24 brought in all the income, we've marshaled all the assets, we know what the
25 creditors' claims are, let's do our accounting?

1 MR. FREER: Absolutely. The statute does allow an executor to
2 withhold making any kind of distributions pending that administrative period.
3 When exactly the administrative -- he would have been in a position to do so
4 with respect to the finalization of the 706, I don't have that information with me
5 on hand, but obviously based on the way we normally process, it usually takes
6 two to three years from the date of death --

7 THE COURT: Right.

8 MR. FREER: -- to go ahead before you even get some IRS
9 [indiscernible].

10 THE COURT: And so that's why I was wondering what was
11 significant about 2010? What happened in 2010, that this ended up in writing?
12 Was that a significant date because it was time to do that administrative --

13 MR. FREER: What occurred in 2010, I think, that probably
14 prompted the genesis of this was a meeting with I believe it might have been
15 Sam [Indiscernible]. I'm talking based on my recollection of Mr. Schwartz'
16 testimony.

17 THE COURT: Uh-huh.

18 MR. FREER: My recollection is that once he had that meeting, that
19 kind of spurred things and Jonathan was under the belief that he thought he
20 could get a real resolution to the issue. So, to not only be able to be in a
21 position to make the donation, but to be in a position to make sure that his
22 father's legacy was preserved.

23 THE COURT: Right. And I asked the question because I think it's --
24 I'm just trying to figure out what the significance is of the fact -- of the context
25 of this case. It's a trust case -- well, this part of it's the will. It's a probate case.

1 And technically, there's no different statute of limitations. It just says what it
2 says. But --

3 MR. FREER: There may be an administrative tolling provision.

4 THE COURT: That's what my question is. Is there -- whether it's
5 statutorily or just like case law, it just seems to me significant that this -- as I
6 talked to Mr. Jones about, this was triggered by the school filing saying give
7 us the money your father left. And these were all raised as responses. So, I'm
8 just trying to figure out -- I get the first period of time, what the argument is as
9 to up until 2010 when everything was finally clear, we don't have an
10 agreement, there's some sort of a bridge. And he's on notice that -- that's the
11 notice, is that in 2010, clearly, they don't believe they owe my father naming
12 rights. Okay. So, 2010.

13 Then is there any further -- why wasn't anything done about until
14 2013, I guess is my question? Was there something in probate law --

15 MR. FREER: There was back and --

16 THE COURT: -- that should have triggered some action? Well,
17 probably not the best question for you. That's really more your client's.

18 MR. FREER: There wouldn't have been -- under the probate
19 statutes there wouldn't have been anything that would have compelled a
20 distribution. And we did actually --

21 THE COURT: Yeah, I guess, that's a better way to put my question.

22 MR. FREER: -- we did actually raise that -- we also filed an
23 objection to the petition to compel distribution. We raised those issues in that,
24 as well. But also, you know, in terms of factually what was going on, that was
25 when those intermediaries and the trying to get the matter settled was

1 occurring, as well, so.

2 THE COURT: Okay.

3 MR. FREER: And obviously, you know, we pointed this out in our
4 earlier briefs, is an executor has a duty to make sure that a distribution is
5 proper. And that includes whether or not there are offsets to that distribution.
6 Back when we were doing this last merry-go-round in 2013 and 2014, we cited
7 pages of authority to basically say an executor has a right to offset a bequest,
8 regardless of when any statute of limitations occurs, on the basis that an
9 amount is due and owing from the beneficiary.

10 And on top of that, if you would parlay the fiduciary duty aspect on
11 it that Mr. Jones talked about, he had a fiduciary duty not to make that
12 distribution until this issue was resolved.

13 THE COURT: Because it could affect, also, the rights of any
14 residuary, which -- I don't know, was it the trust?

15 MR. FREER: The trust is the residuary beneficiary.

16 THE COURT: Okay.

17 MR. FREER: That's correct, Your Honor.

18 THE COURT: All right.

19 MR. FREER: Thank you.

20 MR. JONES: First of all, Your Honor, I -- you know, I have to tell
21 you, I never heard that a counterclaim isn't subject to the statute of limitations.
22 I did a little quick research and there's a case called *Vari-Building, Inc. v. City of*
23 *Reno*, 622 F.Supp 92, where the court held under Nevada law, a counterclaim
24 for affirmative relief is subject to the statute of limitations, which can only
25 make sense to me.

1 I understand an affirmative defense you're saying well, you know, I
2 got out of this, I'm not liable because of this issue.

3 THE COURT: This is a request for declaratory relief.

4 MR. JONES: But this is a request on an affirmative claim they're
5 making.

6 Now, let me go from there and just point out that -- Your Honor, if I
7 may, I've got another couple things I'd like to hand to the Court. These are
8 again all things that have been provided to the Court in our papers. If I may
9 approach?

10 THE COURT: Sure.

11 MR. JONES: The first thing, Your Honor, is the petition to probate.
12 So that is -- you'll see that was probated by Mr. Oshin in October of 2007. If
13 you look on the second -- excuse me -- the third page, you'll see one of the
14 listed of beneficiaries is the Milton I. Schwartz Hebrew Academy. They're a
15 listed beneficiary. No question they're on the will as a beneficiary.

16 Now, if you look at the petition for declaratory relief, I don't know
17 how the Estate and Mr. Schwartz get around this. Page five, the Executor
18 became aware of the Academy's breach on or about March 10, 2010 -- excuse
19 me -- March of 2010.

20 If you look at the last page: I, Jonathan Schwartz, Executor of the
21 Estate of Milton I. Schwartz, being first duly sworn under penalty of perjury,
22 deposes and states: That he is the Petitioner who makes the foregoing petition
23 for declaratory relief. That he has read said petition and knows the contents
24 thereof, that the same is true of his own knowledge, except for those matters
25 stated on information and belief\ and that as to such matters he believes them

1 to be true. Signed by Mr. Schwartz.

2 That, Your Honor, is -- and, by the way, that other paragraph on
3 page five I read, is not asserted on information and belief. It is stated as an
4 unequivocal statement of fact. Sworn under oath by a licensed attorney.

5 I suggest to counsel that is an admission that cannot be got
6 around. No matter what you want to say, you can bring up -- Mr. Schwartz
7 could bring ten affidavits and say that's not true, we know under Nevada law
8 you cannot raise an issue of material fact in summary judgment motion by
9 contradicting your sworn statement.

10 So, we know Mr. Schwartz said, unequivocally, as of that date in
11 connection with the probate of this will, he knew there was a breach. We also
12 know from his statements under oath that he was aware of other facts going
13 back two-and-a-half years before that date that led him to believe that his
14 father's rights were being eroded.

15 So, yes, he had a duty to protect the Estate, not pay out claims that
16 he shouldn't pay. He also had a duty that is what's relevant to this discussion,
17 because this is summary judgment against the Estate, what's relevant to this
18 discussion is having that information that he admittedly had as early as
19 December of 2007, did he as a matter of law have an obligation to pursue
20 information and did he have an obligation to do due diligence to determine if
21 in fact a legitimate claim of the Estate existed.

22 I submit to this Court that is not a question. The law is clear. It is
23 unequivocal. You can't say it's a question of fact whether he had a duty to use
24 due diligence. Nevada law says he had such a duty. Nevada law says that he
25 is under a duty to exercise proper diligence to learn more if he has any

1 information. That is *Aldabe v. Adams*. He has that affirmative duty. He
2 cannot ignore that.

3 And, again, the case law in *Massey v. Litton*, is not whether he
4 knew, it's whether he had access to facts rather than a legal theory. Did he
5 have access to the facts? On their website in 2008, Mr. LeVeque used the
6 Wayback Machine in a deposition of a witness he took to show the website
7 shown in 2008, an alleged violation of the naming rights.

8 But it was up on the school. Mr. Freer says, well, he was out there,
9 he was misled, because they were telling him, you know, his name's still out
10 there. He says in his letter of 2010 it's a violation to have Mr. Adelson and Dr.
11 Adelson's name on the middle school. That was there since 2008.

12 If he's going out to the school -- and I guess I would have to ask the
13 Court -- Your Honor, does it make sense to us to have to go to a jury to say,
14 ladies and gentlemen, we couldn't get summary judgment because there was
15 a question of fact as to whether or not Mr. Schwartz had an obligation to look
16 up when he went out to that school in 2007, in 2008, in 2009, in 2010, when he
17 did these tours, did he have an obligation to look around him to see what the
18 name was on the signage, to see what the name was on the middle school,
19 which was directly contrary to what they allege to be the naming rights were?

20 THE COURT: And, again, I think maybe a lot of the questions I was
21 asking -- because I was -- that was why I was wondering why we have a jury. I
22 think a lot of my questions are really more these legal questions that are raised
23 in this request for declaratory relief that are not, as I understand it, subject to
24 your motion for summary judgment. It's just the four-year statute on the oral
25 agreement; because the first claim for relief is construction of the will.

1 And so, it just seems to me that some of these alternative causes,
2 they sort of all relate back to the real issue here. The real issue is the will. And
3 we got way off on all this stuff about contracts and fraud. And, you know,
4 really, it's just about the Will. What was Milton thinking when he wrote this
5 will in 2007?

6 We have to look at what it was in 2007. So, construction of the
7 Will, again that to me is -- it's essentially an affirmative defense to the school
8 saying you owe us \$500,000, look it's right here in the will. And the will's filed
9 and, you know, you know your dad wanted to give us \$500,000.

10 Bequest void for mistake, the third one, that's what these issues all
11 seem to relate to. The fourth one is the offset that Mr. Freer was talking about.
12 Should it be offset, for any reason, by some amount, because they didn't quite
13 get what they thought they were expecting when Milton wrote his will, so
14 somehow that should be, in some way, offset by any indebtedness of the
15 legatee to the estate. So, I don't really know -- I don't know -- like they're
16 saying he made periodic donations and that should all be taken into
17 consideration as part of the \$500,000, because these charitable institutions,
18 they keep track. They know what anybody has ever given them in whatever
19 amount.

20 And then revocation and constructive trust. If we're just looking at
21 breach of contract, that's why I was just -- well, all of this -- this is really just
22 about the will.

23 MR. JONES: It all comes back to the will, Your Honor. We say that
24 the will is unambiguous, and it says that he had -- the Estate had an obligation
25 to give the 500,000. That's not tied to or connected with any naming rights. It

1 simply says \$500,000 for scholarships to Jewish kids.

2 THE COURT: It says Milton I. Schwartz, and if the mortgage is paid
3 off.

4 MR. JONES: Yes, if the mortgage is paid off.

5 THE COURT: If the mortgage is paid off.

6 MR. JONES: And the mortgage was paid off by the Adelsons.

7 THE COURT: Right. Yeah.

8 MR. JONES: So, then it would go to the scholarships.

9 THE COURT: Right.

10 MR. JONES: They came back and said well, we're not going to pay
11 it, because we think you've breached the naming rights agreement that is not
12 directly connected to what the words in the will say. There's nothing in the
13 will that says -- talks about naming rights, but that's their position. They're
14 certainly entitled to take a position, but once they've taken that position,
15 they're stuck with it.

16 THE COURT: Because the -- this claim for relief, the breach of
17 contract claim, it's not specifically pled as breach of oral, versus breach of
18 written. I know you're just moving to say they can't pursue any sort of oral
19 contract. So, not getting into the whole six-year issue, is there really a written
20 contract somewhere out there. Because this isn't really written, it doesn't
21 really tell me are they looking for an oral contract or a written one, because it
22 talks about how Tamar Lubin offered in '92, to return the original \$500,000 that
23 was needed to secure the donation from Summerlin [phonetic]. They weren't
24 going to give him money unless they knew they could afford to build the
25 building.

1 So, they came up with -- that's a big chunk of money -- \$500,000
2 and that got them -- I think they had to raise a little bit, maybe get up to
3 \$1,000,000 if I understand it right.

4 MR. JONES: Well, there's lots of different testimony about that,
5 but there's certainly -- we are not contesting that Mr. Milton Schwartz
6 apparently gave the school \$500,000 back in 1989 or so.

7 THE COURT: Oh, absolutely. So, supposedly there was some offer
8 at that point, during all that litigation that they had in early 90s --

9 MR. JONES: '94, yeah.

10 THE COURT: -- that Tamar Lubin offered in 1992 to return Milton's
11 \$500,000. So, the Estate seeks a declaration that the Academy has breached
12 its agreement and promise. As a direct result of the breach, the Estate is not
13 required to distribute to the Academy. As far as the interview made by Milton,
14 the Estate has suffered damages in excess of \$1,000,000. But ultimately, over
15 time, Milton had already given them 1,000,000. I don't know what other gifts
16 he gave them, but that's their allegation.

17 MR. JONES: It's their allegation.

18 THE COURT: So, to me it seems like -- you know, I've been
19 struggling all along with this, the oral contract. It seems like it's --

20 MR. JONES: Well, and that -- and I would agree with you that it's
21 not clear, but we didn't -- we don't agree there's any kind of an enforceable
22 contract, but we didn't even try with respect to a written contract, because we
23 believed that the statute was met.

24 THE COURT: Right. Well, there are minutes, there's board
25 minutes, and they took certain actions that are in writing. So, I guess --

1 MR. JONES: In 2013, they're -- you know, even if you knew in 2007
2 he's -- they're within the statute. So, we didn't even argue that point.

3 THE COURT: Right.

4 MR. JONES: I just -- we don't want to go to trial, whether it's
5 before you or a jury, on claims that we think have been barred by the statute of
6 limitations. We think that certainly any alleged oral contracts is barred by the
7 statute of limitations, based upon Mr. Schwartz' own admissions, which are
8 stated under oath in his --

9 THE COURT: Jonathan?

10 MR. JONES: -- Jonathan Schwartz, yes, Your Honor -- in his
11 deposition, and then in his verified petition to the Court.

12 THE COURT: Right. Okay. And I don't know why I'm so hung up
13 on this. I'll ask you if it's comes up. This idea that although I began to hear
14 rumors -- this is Mr. Jonathan Schwartz' affidavit. Although I began to hear
15 rumors that the school had taken action contrary to the agreement, I did not
16 rely on the rumors, because their actions after my father's death were
17 contrary. After my father's death I continued to make donations payable to the
18 Milton I. Schwartz Hebrew Academy.

19 Is he talking I, as an individual or I, as a trustee/executor, because it
20 seems it only matters if it's for his father's trust. It doesn't matter if he
21 personally -- what he personally did doesn't matter.

22 MR. JONES: And, Your Honor, from our perspective, whether he
23 made donations on behalf of the Trust, or the Estate, or on his own, it's
24 irrelevant to the inquiry because even if he did make those contributions, first
25 of all, we would submit, and we did actually in our papers, that that affidavit is

1 an attempt to contradict his sworn deposition testimony which under Nevada
2 law you can't do.

3 THE COURT: Right. Okay.

4 MR. JONES: So, but I think it's irrelevant because even if he made
5 them on behalf of the Estate, there's no evidence to suggest that the Estate or
6 the school accepted any of those donations in reliance upon his position that
7 they were in furtherance of a naming rights agreement.

8 That's basic contract law. You've got to have a meeting of the
9 minds. So, he could have given who knows how much money on the Estate's
10 behalf after his father died.

11 THE COURT: Uh-huh.

12 MR. JONES: But unless the school said we understand you're
13 giving this to us because you're -- in furtherance of your dad's agreement with
14 the school for perpetual naming rights. Even that affidavit read in the light
15 most favorable to the Estate does not accomplish that goal and is therefore
16 irrelevant to the inquiry.

17 THE COURT: And, again, because it talks about going physically
18 onto the premises on a number of different dates long after his dad had died,
19 2009, '10, '11, and '12, and seeing the lettering was still up there on that
20 building --

21 MR. JONES: And, by the way, it was on the lower school.

22 THE COURT: The lower school.

23 MR. JONES: But it wasn't on the middle school, which is part of
24 what he says in his letter is a violation, that it should have been on the middle
25 school.

1 THE COURT: Yeah, and so that's why I'm just trying to say with
2 respect to this affidavit, it sort of raises questions in my mind about why was
3 this taking so long?

4 MR. JONES: Well, that's the basis for a motion, Your Honor.

5 THE COURT: Okay. All right. Yeah, exactly. Okay. Thank you.

6 MR. JONES: Thank you, Your Honor.

7 THE COURT: And I'll let Mr. Jones [sic] have the last word if I
8 raised any questions that you didn't get a chance to address, because I know
9 I've been hung up on this whole -- looking at it in the context of being -- it's
10 just the administration of a will and it took this -- more than ten years.

11 MR. FREER: Well, so --

12 THE COURT: I mean even Charles Dickens in Bleak House, you
13 know -- I mean, we know it can last forever, but what does that mean?

14 MR. FREER: Your Honor, I've still got the Major Riddle Estate
15 going, and he died in 1971, so.

16 THE COURT: Oh, yeah, that's true, that one is still open. That is
17 the oldest case in Clark County.

18 MR. FREER: I know. Commissioner Yamashita reminds me every
19 time.

20 THE COURT: Every time. It's still on the books.

21 MR. FREER: At least I'm on page one with that.

22 THE COURT: It ruins our statistics, I'll just tell you.

23 MR. FREER: Your Honor, a couple issues raised by Mr. Jones. The
24 petition for probate and wills, probated wills, it's consistent with what he
25 testified to. The fact that he had to list Milton I. Schwartz Hebrew Academy in

1 October, it's a requirement. It's a statute that you're required to list the
2 devisees as heirs and beneficiaries. That's 136-090.

3 THE COURT: So, I mean technically he was on notice that the
4 Academy was the beneficiary. He talked about, my dad and I talked about his
5 will all the time. I mean he was fully informed by his dad as to what his dad
6 was doing in his estate planning.

7 MR. FREER: Right.

8 THE COURT: He knew all along --

9 MR. FREER: And we're not --

10 THE COURT: -- that his dad said they're in there. So, that's not
11 the issue. I mean it's not the issue of when he knew they existed in the will --

12 MR. FREER: Exactly.

13 THE COURT: -- he always knew they were listed in the will.

14 MR. FREER: And we're not running away from the March 2010
15 date, but that still gets us within an oral contract --

16 THE COURT: Yeah.

17 MR. FREER: -- of the statute of limitations. With respect to the
18 claims raised, you know, Your Honor keeps saying this is just a construction of
19 a will. Yes and no. So, while, you know, the case is out there like in the
20 probate context *In Re Smith's Estate*, it allows the Court to offset a bequest for
21 breaches of contract. That is related.

22 THE COURT: Right. And I think that we --

23 MR. FREER: That is related.

24 THE COURT: -- so, your position would be whether it's an oral or
25 written, because I think we all agree we don't have a problem with the six-year

1 statutes.

2 MR. FREER: We don't have a problem --

3 THE COURT: We don't.

4 MR. FREER: -- with the six-year statute. And even with respect to
5 offset, that's not governed by any statute at all.

6 THE COURT: Right.

7 MR. FREER: But what I want to point out with respect to the claims
8 raised is in 2011 the Legislature amended the declaratory relief statutes that
9 allow in probate actions not only to go in for declaratory relief as to issues
10 relating to the will, but you can also request supplemental relief and
11 perspective relief because of the judicial economy. That's what we did. So,
12 we do have claims that stem from the will.

13 But with respect to the breach of the naming rights agreement, et
14 cetera, those are separate claims in terms of those are independent of the will.
15 Whether or not that Milton -- and here's how it would work in two ways.
16 Number one, the Court has the ability to assert perspective relief, which, we --
17 if there is determined to be a breach of that naming rights agreement.

18 Number two -- and this is where it gets back to relating to the will --
19 even if the Court isn't willing to award perspective relief, if that breach occurs,
20 then it will -- minimum is allowed to offset the will, and that's regardless of the
21 construction aspect of the will because, remember, the construction is did he
22 leave it to the Milton I. Schwartz Hebrew Academy, not successors; but also,
23 we've got, well, irregardless of that -- I hate the word irregardless, I apologize
24 for using that -- regardless of that, we have an issue of if the school breached
25 its obligations, then that not only can offset the claims, but can also provide

1 perspective relief under the declaratory judgment statutes.

2 THE COURT: Right. So, all of this had to have been tolled because
3 their notice of the breach came at what point?

4 MR. FREER: It's undisputed at this point -- as a matter of law it's
5 under disputed, in March 2010. That's when he became aware of the breach.

6 THE COURT: I don't think that's undisputed. I think that's Mr.
7 Jones's whole point.

8 MR. FREER: Well, no. I mean he's saying earlier. And anything
9 earlier --

10 THE COURT: Yeah.

11 MR. FREER: -- than March 2010 is a disputed issue of fact. That's
12 what I'm trying to say, Your Honor.

13 THE COURT: Okay.

14 MR. FREER: So, we agree, after March of 2010 --

15 THE COURT: Okay.

16 MR. FREER: -- he was on notice. And the only other thing I would
17 like to point out with respect to our claims that we've raised, is in addition to
18 the contract theory with respect to the naming rights, there's also a whole
19 concept, a whole body of law of mistaken gift.

20 THE COURT: Again, not challenging that, so.

21 MR. FREER: And so, all of that -- but when Your Honor, you know,
22 just keeps coming back to the it's just related to the will construction --

23 THE COURT: Yeah, right.

24 MR. FREER: -- there's more.

25 THE COURT: Okay. All right. So, why don't we get down to that

1 point? That the only thing we're arguing about is Jonathan Schwartz knowing,
2 prior to March of 2010, that he needed to pursue relief on this question of I
3 thought there was an agreement, maybe it's an oral agreement, why isn't
4 my -- why is my father's gift not being acknowledged through naming rights?
5 Because here's the thing, I'm not really sure when it really was because that
6 name -- his name is up there on that --

7 MR. JONES: Well, I agree with that.

8 THE COURT: -- on the building a long, long time.

9 MR. JONES: Well, and Your Honor, I -- there are lots of other
10 issues, but going to the one that you're referring to, about what he knew and
11 when did he know it?

12 THE COURT: Yeah.

13 MR. JONES: The law is clear, it's uncontrovertable. You cannot
14 create an issue of fact with your subsequent contrary or contradictory
15 statements. You have Mr. Schwartz under oath -- in fact, not only did I read it
16 to the Court, but Mr. Freer read more of it to the Court, where Mr. Schwartz,
17 Jonathan Schwartz, testified that he knew about death by a thousand cuts,
18 Judge. It's like being a little bit pregnant, one cut is a breach. So, for them to
19 suggest somehow that one cut is not enough, that he had to have a thousand
20 cuts before it was actionable, is clearly an absurd proposition.

21 As I said, you've got to take it into context of what we're talking
22 about here, too. They want to leave out the idea that he's a fiduciary. Under
23 Nevada law he has an obligation to pursue claims he thinks exist. He's a
24 lawyer. So, on top of it, he knows what claims might exist more than most
25 people would, way more than most people would.

1 Furthermore, as you point out, he said -- and there's no -- no
2 contradictory evidence exists. He knew what his dad wanted into his Estate,
3 and he knew all about these issues before his dad even died. So, he knew all
4 these things. You can't get around that, they can't get around it. So --

5 THE COURT: For purposes of tolling when you've got inquiry
6 notice, your tolling has to go somewhere.

7 MR. FREER: You're out of luck. And for -- let me put it this way, as
8 a lawyer, if somebody came to me and said well, I'm not sure, but I have a
9 claim. I may, or I may not. There's some things that have happened that make
10 me think there's been a breach here, but I'm not positive. What do you think,
11 Mr. Jones?

12 Now, what do you think any lawyer in their right mind is going to
13 think? You do not leave that issue alone. You go out and say okay, let me
14 start looking here to see what we got. And what do you do? You always file,
15 out of an abundance of caution, anytime you think there's even a possibility
16 that the statute is running, always. And he's a lawyer, he's the Executor, he
17 stated under oath in deposition that I knew two-and-a-half years ago things
18 that they were doing that, I felt were breached.

19 We have unequivocal Nevada case law that says you have a duty,
20 even without being an executor of an estate, even without being a lawyer, to
21 exercise due diligence, to find out whether or not there is such a problem. He
22 didn't do it. Well, assuming he didn't do it. Why he didn't do it, we can never
23 know. I don't know that he ever -- whatever he would say on the witness
24 stand, but he can't get -- you cannot create an issue of fact by contradicting
25 your sworn testimony. He said two-and-a-half years prior to March of 2010, he

1 knew things that led him to believe there had been breaches.

2 So, here's the difference, Judge. In 2007 or 2008, or maybe even in
3 2009, he knew things that he thought were breached. What they're telling you
4 is by March of 2010, it was unequivocal. And what's interesting is Mr. Freer
5 got up here and told you that Jonathan Schwartz also said in his deposition he
6 didn't have definitive proof until 2013. So, did he have definitive proof in 2010,
7 when he's -- or he filed a verified petition under oath to this court as,
8 presumably, an officer of the court?

9 I mean look at -- this is -- they have the obligation -- when we
10 raised these issues, they have the obligation to bring other facts that are
11 contested. They can't contest Mr. Schwartz's own sworn testimony with
12 contradictory testimony from Mr. Schwartz. That is just flat out the law, and
13 that's why, as an oral contract, we win.

14 THE COURT: Okay. The letter is -- of May 10, is -- what is of
15 interest, and I understand Mr. Freer accepts what is factually related in here
16 that back in February or March, he admit trying to resolve this issue.

17 So, at some point in time, prior to February or March of 2010,
18 Jonathan Schwartz was on notice that they needed to get this resolved, and
19 what he says is that for purposes of a settlement and to do what's best for the
20 school, I believe, contingent upon the settlement agreement being executed,
21 that the naming of various institutions should be left as they currently are.

22 And then the next paragraph, he talks about basically accepts that
23 the school's already doing, despite the fact that some of what the school has
24 done in the last two-and-a-half years breaches the agreement.

25 I mean, to me that just begs the question of when did you learn

1 about what they had done in the last two and -- two-and-a-half years? It's not
2 real clear, because he was out there the year before, he was out there in 2009,
3 whether he knew that although the building -- it was -- I don't know if etched is
4 the right word, because it's the building, sort of in lettering on the building, I
5 can't -- I don't know if it was recessed or on top of the surface, but there's a
6 name on there. I was there once. And so, I guess that's my question. Is if he's
7 on notice that there was something going on for two or two-and-a-half years,
8 when did he get his notice?

9 MR. FREER: And that's the issue of fact.

10 THE COURT: Right. So, that is a little less clear here, and because
11 that's really the key. There is -- if it's -- if it was -- if he was on notice of what
12 was happening in two or two-and-a-half years earlier, the point that I think is
13 significant about the corporate records, putting somebody on inquiry notice,
14 and I just -- and there's nothing that is really clear about what additional
15 donations were made between the time his father died and who was doing
16 those in 2010. Those, to me, are all questions of fact, because I -- absolutely as
17 -- if there is any evidence out there that I'm missing that tells us here's where
18 he did something. Because my problem is they did continue to use letterhead.
19 I can appreciate their general organization of being frugal, but they continued
20 to use the letterhead. Okay, for what period of time? When did they stop
21 using that letterhead?

22 There's just, to me -- and it may be somewhere in all these
23 exhibits, and I just missed it -- something that tells me -- and that's why I was
24 so hung up on this affidavit. It's so vague. I can't tell when -- and I can
25 appreciate that he doesn't want to write an affidavit that he's going to say that

1 in 2009, my check -- my receipt for my check was Adelson School.

2 I mean he's on notice. He's got people telling him, over a period
3 two to two-and-a-half years, people are telling him. And I guess that's my
4 problem, is people are telling him they're not honoring it. Well, what did you
5 do to figure it out? Wasn't -- isn't that inquiry notice, in and of itself, the very
6 first time that somebody comes to you and says my kid goes to that school,
7 and I thought you said your dad was founder and his name's on there. I
8 haven't seen his name anywhere. Aren't you on a duty to go?

9 But here's my -- my question that remains there, is was he told
10 something differently when he made that inquiry, and there's just nothing in
11 here that tells me he did anything to inquire in that period of that two-and-a-
12 half years to May of 2010, that he did anything to find out if what people were
13 telling him was true, or did he just rely on the fact that he got a receipt, a tax
14 acknowledgment letter that was printed on letterhead. I don't know why they
15 were doing that, but it just doesn't make sense, he's on inquiry notice, and
16 that's my problem. I don't -- I'm not so hung up on the fact that 2007, they
17 changed corporate -- or they changed the corporate records or the corporate
18 name. I understand that people say that's -- you're on notice. Nobody looks at
19 that. Who looks at that?

20 But I do have a problem with these people telling him something
21 was going on, and I think in light of the obligations he had, which he
22 acknowledges in here. It's like my duty to figure this out, and I'm the Executor.
23 I've got to try to honor my father's testamentary wishes, but I've got to do so
24 in the right way, and so that's why I'm trying to settle this issue now. He had
25 notice for two-and-a-half years before that. Why was nothing done sooner?

1 So that's my problem with it.

2 With all due respect, I appreciate there are questions, but I don't
3 think they're material. He admits to having notice in -- two to two-and-a-half
4 years earlier, that they were doing things that were not honoring his father's
5 obligations, and he -- or his father's intentions, and he is very clear, that that
6 was what he was always motivated by. So, I just -- I don't see how you can get
7 around that.

8 MR. FREER: Well, in the letter --

9 THE COURT: I appreciate you're arguing that's questions of fact
10 because there's nowhere in here where it says like this person told me this on
11 this date, and I did this in response. It seems like he has to do something in
12 response.

13 This -- we get back to this -- this is a will and all these duties are
14 owed to all these different people and nobody's challenging, nobody's said he
15 was breaching any duties, but it just seems like there's some sort of an
16 obligation there to make this thing move faster and to figure this out sooner.
17 What's -- and I appreciate there are all these other things going on with the
18 other family members and ex-wives and whatever, that had to be worked out,
19 too, but it just seems that at some point he had to say why are people
20 continuing to tell me this? He had some obligation at that point.

21 To me, it's impacted by inquiry notice. He stands in different
22 shoes. I'm not -- not just because he's an attorney, but he stands in different
23 shoes because he's the Executor, and he needs to get these claims resolved to
24 the benefit of the creditors and to the beneficiaries. And you're on notice that
25 a big chunk of this estate, you might not have to pay out because people say

1 you're -- he's not -- his father's agreement wasn't being honored. It seems to
2 me that that's -- that's notice and --

3 MR. FREER: The issue is inquiry notice --

4 THE COURT: -- he needed -- it was -- started tolling.

5 MR. FREER: The inquiry notice is an issue of fact. The statement
6 in the letter doesn't say I have known for two-and-a-half years, he says I know
7 that this has been -- that this has been going on for two-and-a-half years. It
8 doesn't say I've known over the last -- for two-and-a-half years that this has
9 been going on.

10 THE COURT: Okay. Let me read it again. Okay.

11 MR. JONES: Your Honor, if I -- and I would like to have the last
12 word. I would.

13 THE COURT: Okay. Yeah, you can get the last word. The draft
14 settlement agreement basically accepts what the school is already doing,
15 despite the fact that some of what the school has done in the last two-and-a-
16 half years breaches the agreement.

17 MR. FREER: Right. So, he knows as of 2010, that breaches have
18 been occurring for two-and-a-half years. He doesn't know -- what he's not
19 saying is I have known that those breaches have been occurring during that
20 entire two-and-a-half year period.

21 THE COURT: Right, but doesn't he in the deposition say people
22 had been telling me?

23 MR. FREER: So, and that gets back to the other issue, though, that
24 we raised is we don't have clarity of what statements were being made.

25 THE COURT: Uh-huh.

1 MR. FREER: It was a long -- if you look at the testimony, it's a long
2 narrative, there's a bunch of stuff mixed in. It said people were basically
3 creating rumors, and that's why it's an issue of fact. That will -- having this
4 come in at trial will allow us to probe what exactly was said, what exactly was
5 done in response. That's why it's an issue of fact, that's why it's appropriate.
6 You know, and we cite -- it's a whole issue of possibility, versus probability
7 with respect to the inquiry notice, that's why it's an issue of fact.

8 THE COURT: Okay. Finally.

9 MR. JONES: Your Honor, I think you've -- at least from my
10 perspective -- have hit the issue on the head. If you look at that letter, and I
11 should have focused more on it. As you just read -- re-read it, the fact that
12 some of what the school has done -- in other words, a fait accompli, it's
13 already been happening -- in the last two-and-a-half years breaches the
14 agreements. So, he's telling everyone that for the last two -- and so some of
15 those breaches have to go back two-and-a-half years. Some of them do
16 because that's when they started.

17 So, the breaches, by this statement, go back at least two-and-a-half
18 years, and then you look at his testimony. Statements from board members,
19 statements from, you know, people who sent their kids there, they don't --
20 they're not representing your dad's legacy. All this kind of stuff. And this was,
21 you know, a series of events. And little by little they diminish my father's
22 naming rights. Well, if they diminished them a little, that's a breach, according
23 to them. You don't have to have a big diminishment to have a breach. And
24 supplanting it completely, later on when Mr. Adelson came along, which was
25 not the agreement. These events occurred. We would hear about them from

1 the community throughout the years, 2007, '08, '09, '10, et cetera, et cetera, et
2 cetera.

3 That's his testimony. He is saying I've heard some of these things
4 that constitute these breaches for at least two-and-a-half years. That's where
5 I'm saying there is no material issue of fact. He is not just saying I heard about
6 something that could give rise to a breach, I'm hearing about things that he
7 says in his letter were breaches going back two-and-a-half years from 2010.

8 I don't know how -- that's not the end of the inquiry. As I said at
9 the beginning of my argument, I find it hard to think of a case where you have
10 better evidence of a basis for a summary judgment motion than an admission
11 against interest by the party opponent, and we would ask you to dismiss any
12 claim for an oral contract on the basis of the statute of limitations.

13 THE COURT: Okay. This is something I've thought about in the
14 context of the motion for summary judgment on fraud. It seems to me that all
15 of this about they sent me back receipts that were on letterhead and had
16 envelopes and had Milton Schwartz on it. I went out there on several
17 occasions, starting in 2009, saw the signage that still had his father's name on
18 it, and that apparently there was something said to him during one or more of
19 those visits. And I'm sure -- you know, what prompted all of this. As a result
20 of the rumors, which I did not rely on, due to the school's conduct. And that
21 was this whole returning the tax acknowledgments on letterhead. I wrote to
22 the Board.

23 I mean these people are telling him they're not honoring your
24 dad's legacy. You're out there in 2009, and if they misrepresent to you oh,
25 that's how we're leaving it, that's fraud on him, it's not fraud on his dad to

1 induce scheduling the money. So that's why I -- I just thought that fraud claim
2 was wrongly pled.

3 They may have done something to reassure him or to cause him to
4 delay in taking action, but that's not -- he's on the inquiry notice, and he
5 needed to figure out sooner what was going on. I don't see how you can look
6 at it any other way. He had notice, he goes out there, they say look, there's
7 your dad still on the wall in 2009, and they don't get into this whole thing of
8 well, then have you changed the name in the corporate documents, have you
9 done this other thing?

10 It just seems to me he's on notice before 2010. I mean he
11 documents it in 2010, but it seems like he's on notice for a long time. I just -- I
12 just can't see it any other way. I don't think there's any question about that. It
13 just seemed to me that they may have done something to induce him not to
14 act, that's different, that's different to me, but it seems that for tolling
15 purposes, he knows as soon as somebody starts telling him whatever they're
16 telling him, he knows.

17 If it's inconsistent with the receipts he's getting back from them,
18 why didn't he inquire? It just doesn't make any sense. I think he had notice
19 long before 2010. There's no other way to interpret what he did. He had
20 notice. And they may have lured him into a false sense of relief by saying
21 look, your dad's name is still on the wall in 2009, but he had notice as of that
22 day. I just can't see this any other way.

23 MR. FREER: Well, the false -- luring in the false sense of belief is a
24 grounds for tolling, even after the notice period occurs, and that gets into the
25 whole tolling, equitable -- tolling and equitable estoppel issue that we've got.

1 I mean in the *Copeland v. Desert Inn* case, the Court notes as one
2 of the factors for equitable tolling is misrepresentations made by the
3 Defendant.

4 THE COURT: Right.

5 MR. FREER: And so, if you're saying that he comes in, and he's
6 being told stuff in 2007, 2008, hey, somebody's disrespecting him, and I will -- I
7 don't believe the evidence is as clear as what's being spun. It's -- he says
8 2007, '08, '09, '10, '11, '12, and at some point, during that period of time people
9 started coming him.

10 So, we don't have a definitive date of when he was put on inquiry
11 notice, but even then, we have actions of the school that could constitute
12 equitable tolling or equitable estoppel, and those are the issues of fact for the
13 jury. Let's have all of this evidence come in. Let's find out when he was put
14 on notice, when he had a duty to inquire based on what he received, and
15 whether or not that duty was tolled once he went and talked to Schiffman or
16 Chaltiel, and they said look, your dad's name's on here. Look here. Thanks for
17 your check to Milton I. Schwartz Hebrew account. That's where the equitable
18 tolling and the equitable estoppel comes in.

19 MR. JONES: Your Honor, do I need to -- we could go on all day on
20 this.

21 THE COURT: We could go on all day, yeah. I understand that Mr.
22 Freer's point is these are questions of fact as to who said what to him when,
23 but I don't -- and I'm not talking about Mr. Jones said something about
24 spinning this. Just from his own actions, he knew there was a problem. He
25 was told -- he says oh, I didn't rely on it. Okay. Well, you didn't rely on it. So,

1 you were doing your own inquiry.

2 You went out there in two-thousand-and-whenever, maybe that's
3 why you went. I don't know, he doesn't say he went just for that purpose. I
4 don't know why he went, but it just seems to me that he was on notice from
5 the time people started telling him they're not honoring your father's legacy
6 the way you believe they should be. That was inquiry notice, and the problem
7 -- and that's, again, what I keep saying, in the context of what this case is, it is
8 a -- we're talking about the administration of a will here.

9 Why was this taking so long? It just -- it's -- as you said, there are
10 some cases out there that have lasted for 50 years, I understand that, and we
11 all know that's an unfortunate fact about probate, but this was the will, and it
12 wasn't about the trust, this was just a will, you need to get the will
13 administered, and the big chunk of this, of the estate, was left to -- was
14 possibly encumbered by this legacy to the Milton I. Schwartz Hebrew account.

15 So, it seems to me that one would make inquiry when you get
16 notice, somebody telling you, they're not honoring your father's legacy, and
17 you've got inconsistent information, that you would try to resolve it. It just -- I
18 just can't see how he had anything other than notice from whatever they -- the
19 very first time somebody told him something inconsistent with the
20 acknowledgments he was getting from them, why are they still using this
21 letterhead if I'm being told by my friends that they're not honoring it?

22 You're on notice. So, I just can't see how he can get around the
23 four-year statute of limitations on oral contract, to the extent it's oral. I just
24 can't see it.

25 So, moving on. So, I'm going to grant that motion, and we've next

1 got the second motion, statute of limitations. This is the breach of contract
2 motion.

3 MR. FREER: So, just to be clear on the findings, and the finding is
4 that he was placed on inquiry notice?

5 THE COURT: Yeah, the facts -- it's clear that he had inconsistent
6 information prior to March of 2010, when he put it in writing. He clearly put it
7 in writing in May. He clearly put it in writing in May that he had been talking
8 to school management for at least a couple of months about solving this
9 problem, but when did he become informed about the problem? I grant you
10 it's not entirely clear, but I don't see how he could have -- it could have been
11 any time other than the very first time somebody told him something
12 inconsistent.

13 MR. JONES: But, Your Honor, we would argue that based on his
14 deposition testimony was as early -- this is what he said -- as early as 2007.
15 So, we don't know exactly what he was told in 2007, but we know something
16 about the issue related to breaches, because that's what he put in his May
17 2010 letter --

18 THE COURT: Right.

19 MR. JONES: -- occurred, that led him to believe --

20 THE COURT: But we have a baseline because of the gala, all of this
21 stuff that was put out because of the gala. I mean that's your baseline. That's
22 what everybody thinks is what it is. What happened afterwards is the
23 problem.

24 MR. JONES: Your Honor, we'll prepare the order and run it by
25 counsel before we submit it to the Court.

1 THE COURT: Okay. So, then we've got breach of contract.

2 MR. JONES: Yes, Your Honor. Again, I will start by asking the
3 Court if there are any particular areas where you have any questions or things
4 that you wanted me to focus on, I would be happy to do so.

5 THE COURT: Okay. I understand that your problem is with the oral
6 contract, so I think that's barred by the statute of limitations.

7 MR. JONES: All right. So --

8 THE COURT: I mean I just can't get pass the no action on it, but I'm
9 -- how are you trying to define the written contracts? Because there's all these
10 letters, and then there's Board action taken and minutes that document, and
11 there's things being filed with the Secretary of State.

12 MR. JONES: Well, you -- I think you asked a very interesting
13 question, although I think the question is better put to the Estate. What's the
14 contract? What is the contract?

15 So, let's talk about some very basic concepts that we all learned in
16 our first year of law school, is what does it take to form a contract? You have
17 to have a valid contract form, which requires an offer and acceptance.

18 Okay. So, let's just say, for purposes of argument -- now I'm going
19 to get to this in deeper later -- but let's just say for purposes of argument that
20 there's an offer here that I'll give you \$500,000 and you can put -- you give me
21 naming rights. There's a question about what that means, what naming rights
22 are, a big question, but put that aside for the moment. You give me some kind
23 of naming rights in return for the \$500,000, and I want those naming rights in
24 perpetuity. Okay. So, that's an offer and let's just say there's an acceptance to
25 that general proposition.

1 And then you have to have a meeting of the minds, what does that
2 mean? So, what does the naming rights mean? You have to have an
3 understanding on both sides as to what -- perpetuity, I don't think anybody can
4 argue what that means. We all understand what perpetuity means, forever
5 and ever, but you've got to have an understanding of what naming rights
6 means. Then you have to have consideration. How much are you going to
7 give for those naming rights, whatever they are? So -- and then you have to
8 have performance, and then you have to have a beach, and you have to have
9 damages.

10 Another issue, basic contract law, is you cannot have a valid
11 contract when material terms are lacking or are insufficiently certain and
12 definite, and that goes to the concept of a meeting of the minds. If you can't
13 say what exactly the parties agreed to, and the Court cannot guess as to what
14 that is -- what the parties intended, then you don't have a contract. The Court
15 must be able to ascertain what is required out of the agreement or of the
16 parties with respect to this agreement.

17 So, what do we have, Judge? Let's just walk through the litany of
18 things. We have a resolution in 20 -- or, excuse me, in 1989, actually 1990.
19 They point to that resolution as the basis of the contract, right? Mr. Schwartz
20 said, I'm going to give you \$500,000, and there's a resolution that says we're
21 going to name the corporation the Milton I. Schwartz Hebrew Academy. The
22 corporation, Your Honor. It doesn't say the grounds, it doesn't say the
23 campus, it doesn't say the buildings, it doesn't say anything about letterhead,
24 it doesn't say anything about the website, assuming there was such a thing in
25 1990, it doesn't say anything about the signage, it does not say those things.

1 That is not a contested fact. That is a uncontested fact.

2 So, we have a resolution that they claim is the agreement. That's
3 when it was made, 1989, everything goes back to '89 and '90 in this resolution.
4 So, if you look at the resolution, it has to contain all of the aspects of the
5 contract in order to be enforceable. But what is a resolution, Your Honor?
6 What is a corporation resolution? Well, we know that a corporate resolution is
7 simply an act of the corporation -- may I approach, Your Honor?

8 THE COURT: Yes.

9 MR. JONES: This is statutory, these are Nevada Revised Statutes.
10 NRS 82.201. The Board of Directors can make the bylaws of the corporation.
11 82.315. Amendment of the Articles. A corporation, whose directors have held
12 a first meeting, or which has members who are not incorporated, may amend
13 its Articles in any of the following respects, by changing the name of the
14 corporation.

15 So, we know, as a matter of law, that the corporation can, by
16 subsequent resolution, change its name. So, how does that relate to this case?
17 Well, we know in 1994, when there was this dispute that you brought up
18 earlier, the corporation -- Your Honor, may I approach?

19 THE COURT: Yes.

20 MR. JONES: This is another exhibit. The corporation passed
21 another resolution that changed its name and took Milton I. Schwartz off of the
22 corporation.

23 THE COURT: Uh-huh.

24 MR. JONES: Now, according to them, that's -- that would be a
25 material breach of the agreement. Mr. Schwartz didn't say at that point, well,

1 you know, there was a big fight over what was going on and who was going to
2 control the school. He left and started another school.

3 So, we know, legally, when Mr. Schwartz did that resolution, and
4 the reason I bring this up, Your Honor, think about it. When Mr. Adelson and
5 Dr. Adelson did their donation to the school, what they did, and this is not
6 disputed, there's documentation and counsel has seen these, there was a
7 resolution that the Board passed, and the resolution said that Mr. Chaltiel, who
8 was the chairman of the Board of the corporation, was authorized to sign the
9 contract with the Adelsons, that stated in contractual form what the contract
10 was between the school and the corporation, and it recited that the details of
11 that contract and the consideration paid for that contract.

12 So, the resolution that was passed there was a resolution for the
13 company to -- or the corporation to enter into a contract. This, by contrast,
14 was simply a resolution of the corporation, which as a matter of law, could be
15 changed by a subsequent Board resolution. And it's not -- in other words,
16 Judge, that is not a contract. It cannot be a contract because -- well, for a
17 number of reasons, but one, it is subject to change by a subsequent Board.
18 Moreover -- may I approach, Your Honor?

19 THE COURT: Okay.

20 MR. JONES: Your Honor, those are bylaws that I'm providing you.
21 Your Honor, those bylaws for the Milton I. Schwartz Hebrew Academy
22 happened after the '96 reunification, if you will, when Mr. Schwartz came back,
23 and Mr. Schwartz was, I believe, Chairman of the Board at the time. If you look
24 at the last page, he was, I think he was Chairman of the Board, he wasn't
25 President, but you will see this is April of 1999. And these bylaws were passed

1 while Mr. Schwartz was there. And if you look at the -- page 8 of these bylaws
2 that Mr. Schwartz approved as a member of the Board, if you look at Article
3 VII, Section 7.01, it says contracts. The Board of Trustees may authorize an
4 officer or agent of the corporation, in addition to the officer so authorized by
5 these bylaws, to enter into any contract or execute and deliver any instrument
6 in the name of or on behalf of the corporation, and such authority may be
7 general or confined to specific instances.

8 So, it gives the corporation authority to enter contracts, which we
9 certainly understand it should be able to do. But more intriguingly, if you look
10 at the next page, page 9, these are bylaws, remember Mr. Schwartz approved
11 in 1999, Section 7.04, gifts. The Board of Trustees may accept on behalf of the
12 corporation any contribution, gift, bequest, or devise, for the general purposes,
13 or for any specific purpose of the corporation.

14 And here's where it becomes important to this case. The Board of
15 Trustees may vary the use to which a specific contribution, gift, bequest, or
16 devise can be put in the event to use for which the contribution, gift, bequest
17 or devise is to be used, becomes impossible, unnecessary, impractical, or
18 contrary to the best interests of the corporation.

19 Now, why do I bring that up, Your Honor? Mr. Milton Schwartz, in
20 the videotape of the gala, commented about how without the Adelson's
21 contribution, the school essentially would go away. Now, in other words,
22 without Mr. Adelson and Dr. Adelson's contribution, it would be contrary to
23 the best interests of the school.

24 So, Mr. Schwartz signed bylaws that said any gift that was given --
25 now if there's a contractual right, there's a difference there, but there's an

1 acknowledgment by Mr. Schwartz, as a part of that Board that if there's a gift
2 that's been given, and the use of that gift becomes impractical or contrary to
3 the best interest of the corporation, the corporation can do something else
4 with that gift, can vary the use.

5 So, that goes to what this company could -- this corporation,
6 under Nevada law, could do with respect to Mr. Schwartz's gift unless there
7 was a binding enforceable contract.

8 THE COURT: Well, it seems to me that that would only affect this
9 particular situation once Jonathan were to hand over the check for \$500,000.
10 They can do with it what they want to do with it.

11 MR. JONES: Actually, Your Honor, Well, I would --

12 THE COURT: I don't think it has anything to do with this.

13 MR. JONES: I would disagree to this extent. There's no limitation
14 as to when the gift was given. Now, if there's a binding contract, I would
15 agree with you. You can't retroactively say well, now we've got a contract
16 with somebody, a written enforceable contract, and we can do something else
17 with the gift, or change the use of the gift because it's not in the school's best
18 interest, but they've got to have a binding contract first.

19 THE COURT: I did have a question for you, because it's attached,
20 to the opposition. Dr. Lubin.

21 MR. JONES: I'm sorry?

22 THE COURT: About Dr. Lubin?

23 MR. JONES: Yes. Yes, Your Honor.

24 THE COURT: Because I realize that this affidavit she has produced
25 in this other litigation, a very contentious litigation over her and her

1 employment, and resulted in a case, unemployment contract, and all this. I
2 mean that was contentious litigation; but anyway, what she says in here -- and
3 this is like totally unrelated to anything about Mr. Schwartz, this is all about
4 whether or not they properly fired her-- Milton Schwartz became elected to the
5 Board of Trustees -- and this is Dr. Lubin's affidavit, page 8, paragraph 19.
6 Milton Schwartz became elected to the Board of Trustees of the Hebrew
7 Academy after making a large gift to the school. Also, in consideration of that
8 grant, the school has borne his name since 1989. And then paragraph 21, I
9 personally solicited Mr. Schwartz' donation to the Academy. The very
10 donation resulting in the school being named for him.

11 This all goes back 30 years. This all goes back 30 years.

12 MR. JONES: Well, I'm glad you brought that up, Your Honor.

13 THE COURT: So, if she concedes that --

14 MR. JONES: Let me --

15 THE COURT: -- on behalf of the -- she was the person who, on
16 behalf of the corporation, solicited that donation. She was, I'm assuming, fully
17 authorized, she was the head of school, so I'm assuming she was acting as an
18 authorized agent at the time she did it.

19 MR. JONES: May I approach, Your Honor?

20 THE COURT: Sure.

21 MR. JONES: This is Dr. Lubin's testimony. This is another part of
22 her testimony.

23 THE COURT: Okay. All right. So, this is her more recent
24 deposition?

25 MR. JONES: That's right. This is her deposition. This is a

1 deposition taken, by the way, by the Estate in this case. We ended up asking a
2 few questions until we were cut off by her -- Dr. Lubin's son.

3 So, if you look at the second page:

4 Mr. Schwartz donated 500,000 to the Hebrew Academy, in return
5 for which it would guarantee that his name would change in perpetuity with
6 the Milton I. Schwartz Hebrew Academy.

7 Okay. That certainly supports their argument.

8 THE COURT: Uh-huh.

9 MR. JONES: Did you see where I read that?

10 Yes.

11 Any disagreement with Mr. Schwartz's testimony here?

12 No.

13 Okay. Affiant was first elected --

14 Answer: Only -- the only -- sorry, the only thing that I would add to
15 this would be -- that would be later, that he never -- we never received the
16 other 500,000.

17 Mr. Kemp: Right.

18 Mr. Leveque: Do you know what bequest Mr. Schwartz made in
19 his Last Will and Testament?

20 Answer: The only thing I know is he made a promise to make the
21 contribution of a million dollars, and we got 500,000. I know that we never
22 received the other 500,000.

23 There you go, Judge. That's the problem, and that goes to the --
24 what is this contract? She says -- and by the way, not only that, he said -- Mr.
25 Schwartz, himself, said it was \$1 million.

1 THE COURT: Milton?

2 MR. JONES: I'm sorry, too many Schwartz's.

3 THE COURT: Yes.

4 MR. JONES: Yes. Milton Schwartz, himself, said at other times in
5 the past, he gave \$1 million, not 500 and pledged 500, he said I gave a million.
6 Dr. Lubin, as you just point out she was the one that was in charge of this, and
7 she said he only fulfilled half of his pledge.

8 THE COURT: And so then, here's the other half being left in the
9 will, but you changed the name. Isn't that the whole argument?

10 MR. JONES: Well, no, that's the problem they've got. The will has
11 nothing to do with naming rights. You know, on its face, it does not.

12 THE COURT: Okay.

13 MR. JONES: You can't -- and, you know, that's what they want to
14 do. They want to cobble together all kinds of things to try to create a hole.
15 They're trying basically to make a human, and what's they've created is
16 Frankenstein's monster. It doesn't -- you cannot pick parts out and say, well,
17 wait a minute, this doesn't work, so we'll steal a part from over here and try to
18 plug it in.

19 THE COURT: Okay.

20 MR. JONES: That goes to the essence of the whole point of this
21 motion. You have to have a definitive enforceable agreement. What the heck
22 was it? Was it \$1 million, which Dr. Lubin says -- and by the way, for the gift to
23 be complete -- remember, he didn't say -- in that resolution that they're
24 hanging their hat on, it didn't say 500,000 and 500,000 in my will. It didn't say
25 that, it said 500,000, and they would name it in a resolution, not a contract.

1 And there is a huge distinction in the law between the two. That's why they've
2 got to go to all these other things to try to cobble them together.

3 THE COURT: Okay.

4 MR. JONES: In the petition, Mr. Schwartz says, on page 2: In
5 August, '89, Milton Schwartz donated 500,000 to the Academy in return for
6 which the Academy would guarantee that its name would change in
7 perpetuity to the Milton I. Schwartz Academy. That's -- this is the verified
8 petition, under oath. I apologize, Your Honor. So, may I approach?

9 THE COURT: Uh-huh.

10 MR. JONES: This was the deposition of Jonathan Schwartz. Now,
11 remember, I just read a verified petition from Mr. Jonathan Schwartz, half-a-
12 million-dollars, that's the full consideration. That's the agreement.
13 Remember, they're trying to allege a contract here, a written contract, that's
14 the agreement.

15 Now, you look at Mr. Jonathan Schwartz's testimony three years
16 later, in 2016. And by the way, we believe the reason he changed his
17 testimony from what he said in his verified petition -- so, by the way, just think
18 of what we got here, Judge. He's testified under oath in a deposition, I swear,
19 under oath, that the deal was a half-a-million in cash up front, and I'll raise a
20 half-a-million from other people. He testifies under oath in a sworn petition to
21 this Court that it's a half-a-million-dollars, period, that's all it was.

22 So, he says, on page 14,

23 Question: Was it your understanding the agreement was that the
24 500,000 be given to the school or that there was a million, as Dr. Lubin said in
25 her book?

1 Answer: No, here's what the agreement was. Stating it
2 unequivocally. The agreement was that my father would give 500,000 and
3 raise 500,000. That's how the million was arrived at, and that's what he did.
4 He, personally, gave half-a-million dollars and then he rose -- he raised
5 another half-a-million dollars to total million.

6 They have the burden of proof. They have to show what the
7 contract terms were. They say, under oath, it's half-a-million and that's it.
8 They say, under oath, it's a half-a-million, plus a half-a-million from other
9 people, not from him giving more money, from other people.

10 THE COURT: But I don't know if anybody asked Dr. Lubin about
11 this, but she goes on in her affidavit, and this is what caught my eye. I think
12 she always disputed that Milton wanted to claim he raised the money from Dr.
13 Sogg (Phonetic) --

14 MR. JONES: Dr. Sogg.

15 THE COURT: -- and George Rudia (Phonetic) --

16 MR. JONES: Yes.

17 THE COURT: -- and somebody else. And she goes into this in the
18 affidavit from '93 or '04 or '02, or whatever it was. She was always annoyed
19 by the idea that he claimed to have raised that other half-a-million. She took
20 credit for it.

21 MR. JONES: Well, I'm going to talk about that, too.

22 THE COURT: So, isn't that -- isn't that just a question of fact over
23 who raised the money, and was he really -- if he was raising the other half, and
24 he just claimed he had raised that other half? He didn't really raise the other
25 half? I mean how is that inconsistent? I mean she obviously had -- took issue

1 with him over -- even back in 1990, whatever, that she's the one who raised
2 that, not Milton.

3 MR. JONES: I understand your question, and I hope to be able to
4 answer it in my discussions with you today.

5 THE COURT: Okay. All right. Because just to me, it seems like
6 that's just a question. That it just goes to the whole question of fact of, you
7 know, what were the terms.

8 MR. JONES: If that -- and I'll go to that point right now if that's a
9 concern of the Court. Just for the record, I want to point out that this was,
10 again, another exhibit. This is a supplemental affidavit of Mr. Schwartz that
11 actually was drafted in connection with that litigation you were referring to.

12 THE COURT: Yeah, Mr. Schwartz, because that's a subject of
13 another motion. I know I read that somewhere.

14 MR. JONES: Would you -- I've got a copy if you would like.

15 THE COURT: Okay, Yeah, if you've got it because I know it --

16 MR. JONES: Sure.

17 THE COURT: -- it's the other motion. I have read it.

18 MR. JONES: I think -- I assume this is what you're referring to,
19 Your Honor. Milton Schwartz's deposition from 1993?

20 THE COURT: Right. I remember that now.

21 MR. JONES: Yeah. And so again, he goes back to the -- all he had
22 to do was raise a half-a-million, not a half-a-million plus half-a-million. So, let
23 me see. So, this is a transcript -- a certified transcript of the interview of Mr.
24 Schwartz. May I approach?

25 THE COURT: Yeah.

1 MR. JONES: I know I've got a lot of stuff here. All right. So ,if you
2 look at this, Your Honor, this is from June of 2007, where again, he goes -- he
3 changes the deal from half-a-million, period, to half-a-million plus he raised a
4 half-a-million. This goes directly to your question. If you look at page 3 of the
5 transcript that I've provided the Court, this is Mr. Schwartz speaking to Dr.
6 Adelson, she said: Quote, I need a million dollars that I can get -- and I can get
7 the land from John Goolsby (Phonetic). She didn't know that I was working on
8 the land at the time, and that John Goolsby -- I don't know the answer.
9 Whether he gave me the land, the land for me or for her. I don't know why he
10 would give it to her, but he owed me.

11 So, here it goes: I decided to give her a half-a-million dollars. I
12 didn't feel I could afford a million dollars at the time, and I raised a half-a-
13 million dollars, 300,000 from one man, Paul Sogg, a hundred-thousand from
14 Mr. Cohen, Joe Cohen, who's still alive, and I think he's 95 now, 25 from Jerry
15 Renschler's father. I still remember George Rudia, who was my lawyer at the
16 hospital. So that's 825, and other.

17 So, here's the problem. Let's just say -- and by the way, it's not
18 825, he did bad math -- it's 925. But first of all, to even get to this point, you
19 have to assume that there is some definitive term of this so-called contract.
20 We now know, under oath, it's 500,00 only. We now know under oath, it's
21 500,000, plus raised 500,000. We now know, under oath, somebody else
22 saying under oath, it was a million. So, from, just from Mr. Schwartz, we have
23 three different statements of the consideration paid for these alleged naming
24 rights. And by the way, we haven't gotten to what the naming rights entail, by
25 the way.

1 But if you do the math, Mr. Schwartz, himself, can't come up with
2 the number. He doesn't get to a million bucks. And by the way, the
3 uncontroverted evidence, I believe, is that Mr. Sogg only gave 200,000. He
4 never gave the final 100,000. That's the evidence in this case that has not been
5 controverted and there's no evidence to suggest he ever gave 300. He only
6 gave two, which actually does put it back to 825.

7 Giving Mr. Schwartz every benefit of the doubt, he got a contract --
8 assuming you had a contract, you have a failure of consideration by the
9 uncontroverted -- uncontrovertible facts. That's a problem. They can't get
10 around that.

11 So, again, if you want to give them every inference, as a matter of
12 law, because it's a summary judgment, we'll give it to him, that for,
13 hypothetically, because there's a lot of other problems with this contract, but
14 as it relates just strictly to consideration, Mr. Schwartz, assuming you believe
15 the one story, that it was a half-a-million and raised a half-a-million, he, by his
16 own sworn -- or his own testimony -- statement, doesn't get there. And again,
17 the actual evidence shows that Mr. Sogg only put up 200,000.

18 So, any questions about that, Your Honor.

19 THE COURT: No, fine. Okay. So, your issue is that the terms of
20 the contract were not defined, and -- because I think -- okay, never mind.

21 MR. JONES: I'm sorry, say that again?

22 THE COURT: So, that is that the terms of the contract are not
23 defined. So, as a matter of law, no contract -- no breach of contract?

24 MR. JONES: Well, so that's the issue of consideration, but -- of
25 consideration, assuming that there was a contract based upon the one

1 statement, but you don't have definitive terms. You have a -- you have a
2 statement at one point that it was a half-a-million, a statement of another point
3 it was a half-a-million, plus give a half-a-million, you have other statements
4 that it was \$1 million. And these are coming from the Petitioner, themselves,
5 both Jonathan Schwartz and his own father. They directly contradict
6 themselves as to what the consideration was that was paid. So --

7 THE COURT: And then we get into this whole issue of well, if he
8 only gave his 500,000, and whether Tamar claimed she's the one who raised
9 the money, or he's raised the money, the total never added up to a million.

10 MR. JONES: Correct.

11 THE COURT: Somehow, they got a million, because they were
12 able to get the land from someone. So somewhere, somebody came up with
13 the balance.

14 MR. JONES: Maybe --

15 THE COURT: There had to have been \$1 million or they weren't
16 getting that land from someone.

17 MR. JONES: That could be, Your Honor, but we can't speculate --

18 THE COURT: Right. Okay.

19 MR. JONES: -- based on -- and they certainly don't have the right
20 to come in and say well, they got the land, so somebody must have -- okay,
21 we'll concede that, but the burden of proof -- at this stage of the proceedings,
22 discovery's closed.

23 THE COURT: Okay.

24 MR. JONES: And one of the other things they're going to say is --
25 they may say, is Ms. Pacheco shows that Mr. Schwartz gave over \$1 million

1 himself at some point in time. The problem with that argument is she also
2 testified under oath that in 2014, I believe, that Mr. Jonathan Schwartz, after
3 the complaint got filed, all that -- she was the bookkeeper for Mr. Milton
4 Schwartz --

5 THE COURT: Uh-huh.

6 MR. JONES: -- after -- a year after the complaint got filed, he told
7 her to destroy all the evidence of the alleged payments. I don't think they, as a
8 matter of law, can rely upon evidence that they willfully destroyed.

9 MR. FREER: Your Honor, that's not what she said.

10 THE COURT: Okay. All right.

11 MR. JONES: Well, it said it doesn't exist.

12 THE COURT: Okay.

13 MR. JONES: And Mr. Schwartz said he don't need it anymore, or
14 words to that effect.

15 So, let's go back now to the definitive agreement. They claim,
16 according to Mr. -- remember what their petition is, Your Honor. Their petition
17 is consistent essentially with what Mr. Jonathan Schwartz said in May of 2010.
18 He gets Mr. -- in fact, Mr. Jonathan Schwartz went on to say that even if the
19 school bought other property somewhere else, that Milton Schwartz's name
20 would have to appear on that other property. That's how far it goes. It covers
21 everything. I guess that's based upon something that was in a letter from -- I
22 think it's actually Dr. Sabbath. May I approach, Your Honor?

23 THE COURT: Yes.

24 MR. JONES: So, here's the letter. Dr. Sabbath said -- and this was
25 after the dispute, has been resolved with Mr. Schwartz, and they say we're

1 going to do all these things and put this on a letterhead. We're going to put it
2 on the buildings, we're going to do all these things.

3 Now, think about this, Judge. There's a contract that supposedly
4 was entered in 1990. This is 1996, there's no additional consideration that's
5 referenced here whatsoever, and, in fact, if you look at the second page, it
6 says: The restoration of the name of the Milton I. Schwartz Hebrew Academy
7 has been taken as a matter of Menschlichkeit, an acknowledgment of your
8 contribution and assistance at the Academy, your continued commitment to
9 Jewish education, reflected by the establishment of the Jewish Community
10 Day School, and last, but not least, your recent action as a man of Shalom.

11 In other words, totally gratuitous. We are honoring you, but we
12 are -- this is not a contract, there's no Board resolution, there's no Board
13 resolution saying that the Board has agreed to contractually bind itself to these
14 things. And, in fact, Dr. Sabbath's letter says just the opposite. We're doing it
15 as a sign of our respect for you, and essentially, of your humanitarianism.
16 That's what Menschlichkeit means essentially.

17 So, is that the contract? If that's what they're alleging is the
18 contract, on its face, it does not comply with contractual law of the State of
19 Nevada. Failure of consideration, failure of authorization from the Board.
20 There's no Board resolution that's tied to this. And so, what this comes down
21 to, Judge, what this all boils down to, is we have a resolution in 1989 that says
22 for \$500,000, we're going to put your name on the corporation, that's all it
23 says. It doesn't say we're going to put it on the school, it doesn't say that
24 we're going to put it on the letterhead, it doesn't say we're going to put it on
25 the sign, it doesn't say anything else.

1 And that resolution is not a binding contract as a matter of Nevada
2 law. Mr. Schwartz, himself, was a member of the Board. In fact, he was the
3 chairman of the Board, which we know for a fact, had the authority in 1994, to
4 pass another resolution, took his name off. And we had another resolution
5 that was passed in 1996 that put his name back on the corporation. And we
6 had another resolution, a valid resolution, in 2007 and 2008, that took his name
7 off the corporation. That is not evidence of a binding contract under Nevada
8 law, and there is clearly no sufficiently definite terms for this Court to enforce
9 such a contract. It doesn't talk about future schools, it doesn't talk about future
10 buildings, it doesn't talk about the campus. And again, what is the
11 consideration for this agreement? They can't even decide themselves.

12 So, if they can't decide, under oath, how is it they expect this Court
13 to be able to tell the parties what this alleged contract was?

14 THE COURT: Okay.

15 MR. JONES: Thank you, Your Honor.

16 MR. FREER: Well, Your Honor, in part, I feel like Mr. Jones has
17 done half my job for me. We are not here today to prove the contract or its
18 terms. This is a motion for summary judgment, and we're here to show that
19 there's no issue of material fact relating to the contract or its terms. And his
20 reading of Tamar Lubin highlights why there are issues of fact.

21 Let me just -- you know, we're talking about law school today,
22 whenever a contract exists, that terms, the existence, the performance, those
23 are issue of fact. We've got issues of fact here. If you want me to go
24 through --

25 THE COURT: No.

1 MR. FREER: -- all of the --

2 THE COURT: I struggled with the statute of limitations on -- I don't
3 struggle with this.

4 MR. FREER: Okay.

5 THE COURT: This thing has been disputed since 30 years ago.
6 Nobody can agree on anything, but they had the name on the building. Dr.
7 Lubin says that was the consideration. She disputes who raised the other half-
8 a-million-dollars. I mean it's all -- they've been fighting about this for 30 years.

9 MR. FREER: Right. And, Your Honor --

10 THE COURT: And all we're doing is perpetuating a fight that, I
11 think, people thought was over 20 years ago, and it's just never going to be
12 over.

13 MR. FREER: And I'll submit to Your Honor that I've got four
14 pages --

15 THE COURT: I don't need to hear it.

16 MR. FREER: -- of additional facts showing that there's a
17 contractual --

18 THE COURT: Nobody's -- nobody's been able to agree on this
19 thing for 30 years. They have fought for 30 years.

20 MR. FREER: So, anyway, if Your Honor has any questions for me,
21 our position is there's a lot of evidence here that would go into --

22 THE COURT: There was some sort of performance, what's that
23 based on? I mean that's been my whole problem all along.

24 MR. FREER: Right. Well, I mean all you have to do is look at
25 Exhibit D. That is the Hebrew Academy building fund pledges, July 1 through

1 February 21, 1990.

2 THE COURT: Uh-huh.

3 MR. FREER: The first line says: Milton I. Schwartz pledged
4 500,000. Amount paid, 500,000. Unpaid, zero. That's not anybody's
5 testimony, that's the corporate record. And on top of that, you have
6 performance by the corporation in consideration of pledged 500,000, paid
7 500,000, unpaid none. They changed the bylaws. They amend the articles of
8 incorporation.

9 And Roberta Sabbath testifies that, basically -- hang on, let me
10 find my notes here -- that when she -- she went with Tamar Lubin, and they
11 solicited and received Milton's donation. And the agreement was made then
12 and there, to name the school after him, in perpetuity, and that the agreement
13 in perpetuity was memorialized in the bylaws.

14 And then we've got testimony of Lenny Schwartz, who was the
15 legal counsel for the entity at the time. He says he put in perpetuity in there,
16 and I'll quote right here. He said: Perpetuity was included -- this is me
17 paraphrasing right now. Actually, I'll just read it. This is his deposition, and
18 the whole string goes from page 9 at lines 7 through 10 - 21.

19 Question: Okay. You used the word "in perpetuity." What was
20 your understanding as to why the term "in perpetuity" came about?

21 Answer: Well, it came about because the discussions I always had
22 Milton when he was discussing with the board members, and I don't
23 remember -- at a board meeting I just remember as part of the discussions.
24 We had non-board meetings where we would have several board members.
25 There were times when I discussed it with him. I did the legal work for him at

1 the school on a pro bono basis. We used the term --

2 Sorry, there's a lot. I'm getting there.

3 We used the term 'in perpetuity' because since it was by far the
4 largest amount of money anybody had ever donated to the school, and it was
5 made possible to build a new school on High Point. Without the donation,
6 there wouldn't be a school.

7 Okay. So, in consideration of that, it was our understanding and I
8 believe it was our agreement that the school would be named the Milton I.
9 Schwartz Hebrew Academy so long as it was a Hebrew day school.

10 I can go on. There are issues of fact with respect to whether the
11 contract was -- the contract in existence, the terms. There isn't anything about
12 this that's undisputed. This is an issue for trial. I'd be happy to answer any
13 other questions, Your Honor.

14 MR. JONES: Well, first of all, Your Honor, they're trying to enforce
15 the contract. They have the burden of showing that there's a valid contract.
16 And for Mr. Freer to say that the terms are clear. I don't -- as a matter of both
17 fact and law, how can he say the terms are clear when his own client and the
18 testator have said two different things under oath about what the terms were
19 and what the consideration was.

20 I guess I would ask this Court if we try this case, is the Court going
21 to decide which of the affidavits or which of the testimony -- conflicting
22 testimony to believe? They have the burden to prove. So, are you going to
23 pick or is the jury going to say, well, I've decided I'm going to just -- whatever
24 Milton Schwartz said in 1993, I'm going to believe that's the consideration and
25 I'm going to ignore what he said in --

1 THE COURT: That's the very thing when I said I was wondering
2 why we have a jury.

3 MR. JONES: Well, I don't think we're supposed to have a jury, but.

4 THE COURT: To me this seems like -- this one is so clearly -- I
5 mean what did they agree to? We just have to sort it all out after we hear
6 everything from everybody. Who knows? Whatever they come in here -- and
7 they may have some explanation. I don't know. But to me, there's just too
8 many questions of fact on this one.

9 MR. JONES: And I appreciate that you're saying that there's too
10 many questions of fact. There is no question of fact with respect to the
11 contradicted testimony of both Jonathan Schwartz and Milton Schwartz.
12 There is no question of fact about that. They have said -- both of them have
13 said, under oath, contradictory things as to what the consideration was.

14 THE COURT: Right.

15 MR. JONES: Nobody can argue about that. That is what it is.
16 That's -- to me, that's the inquiry, because I don't have to put on any evidence
17 of something else. Those are admissions against their interest. That's why I
18 say at this stage of the litigation when they have taken positions on the record
19 under oath, I don't know what else -- what other inquiry could be had. It
20 doesn't matter -- actually, to tell you the truth, Your Honor, it doesn't matter
21 what Lenny Schwartz said. It doesn't matter what Dr. Sabbath said. It
22 doesn't matter what Dr. Lubin said. It doesn't matter what -- well, who -- Ms.
23 Rosen.

24 I mean it doesn't matter, because their statements are not relevant
25 to the inquiry when you have the actual party trying to enforce the contract

1 saying that I can't tell you or I directly contradict what I tell you to be the terms
2 of the contract. That means that, to me, it is unclear, as a matter of law, what
3 the consideration was.

4 But the other question is, is this Court I guess finding, as a matter
5 of law, that a corporate resolution -- because that's the only thing they've ever
6 pointed to is -- the bylaws -- the bylaws -- not only can it be changed by the
7 bylaws that were signed by Mr. Schwartz, but the statutes say they can be
8 changed, and they, in fact, did change them to remove Mr. Schwartz's name.
9 The resolutions as a matter of Nevada law can be changed.

10 So, to me, that's -- unless the Court says a corporate resolution in
11 and of itself, as opposed to a corporate resolution that says the Chairman of
12 the Board can sign a contract is a contract, I think they can't win on that
13 grounds. But --

14 THE COURT: Okay.

15 MR. JONES: -- one other final point, we haven't talked about the
16 statute of frauds, which is a part of our brief. And --

17 THE COURT: Oh, good point.

18 MR. JONES: -- there is no question that -- and we've cited case law
19 that says when you have a contract that's in perpetuity, even if one side
20 performs one side of it, if the ongoing obligations of the other side is for more
21 than a year, it's subject to statute of frauds. So, you still haven't been told by
22 Mr. Freer, and we didn't see it in their papers as to exactly what the written
23 contract is.

24 And, Judge, think about what they're saying. It can't be a
25 resolution in 1989 that is based upon \$500,000, and then have some additional

1 terms tacked onto it by another document down the road later without any
2 additional consideration. And no resolutions, by the way, no future -- well, I
3 guess there is another resolution in 1996, when they changed it back to the
4 Hebrew Academy, but there's no consideration for that.

5 So, what is the written contract that gets around the statute of
6 frauds in the State of Nevada? And unless they can point a written contract
7 out to you that complies with all of the requirements of a contract, they lose as
8 a matter of law based upon the statute of frauds. So, I guess I would ask the
9 Court --

10 THE COURT: Okay. We can discuss that. So, I'll let Mr. Freer
11 address that and --

12 MR. JONES: Okay.

13 THE COURT: -- and you can certainly have the last word.

14 MR. JONES: Thank you, Your Honor.

15 MR. FREER: All right, Your Honor. Just going back to the one
16 issue of asking what the Court would end up finding. The Court doesn't have
17 to find anything today other than that there's an issue of fact.

18 With respect to the statute of frauds, the statute of frauds doesn't
19 require that the contract be entirely in writing, it just has to be evidenced in
20 writing. That's the *Edwards* case, 112 Nev. 1025, where a material term might
21 otherwise be omitted, the statute of frauds is still satisfied in part where you've
22 got part performance.

23 And I disagree with Mr. Jones' case that's cited. That's the
24 *Almaciga* (phonetic) case. It's a Southern District of New York case that
25 doesn't allow the part performance. *Edwards* allows part performance. It says

1 -- we've presented evidence that at least part if not full performance by Milton
2 and the school had occurred. Because the issue isn't necessarily what the
3 amount of consideration Milton provided. The issue is whatever consideration
4 he provided that is in disagreement was accepted by the school. That's what's
5 in the records. That's what they testified to is he made a donation, the school
6 accepted it, and they changed the name.

7 And so, for purposes of where we're at today in terms of
8 summary judgment and just getting over that hurdle, that satisfies it.

9 THE COURT: Right. So, the other thing we forgot to talk about is
10 the countermotion for advisory jury. And I think this gets back to this whole
11 thing we've been talking about all day today is who's going to make these
12 decisions. Do we need a jury, or do we not need a jury? So, what's that? I
13 mean you did request a jury, but --

14 MR. FREER: So, the countermotion for the advisory jury is with
15 respect to the supplemental claim for specific performance. We had, as a
16 remedy, a claim that if the Court found or if the trier-of-fact found a breach of
17 contract, that specific performance claim could be heard by the jury in an
18 advisory fashion since it was already listening to all the evidence.

19 Because obviously we all -- again, we're back to law school stuff
20 here -- we all recognize specific performance. That is a call that the Court
21 ultimately makes. Our countermotion was essentially along the lines of if the
22 jury's going to be hearing everything else, because it should -- and obviously, I
23 know they disagree with that and we'll argue that horse at a later date -- then
24 this Court can also have an advisory jury as to that specific performance claim.
25 That's all it was.

1 THE COURT: Okay. And so, my concern with that is as Mr. Jones
2 has raised, at some point we have to confirm -- I mean you've already had 200
3 people come in and fill out a jury questionnaire. So, we're preparing for this
4 as if it's a jury case. Do we need a jury, and do we need a jury as to what
5 issues, or is this all just going to boil down to these are all just legal concepts,
6 you have to look at the evidence, and we can apply it to the law?

7 So, are you looking for a ruling on that today? Because I've got to
8 tell you, today I'm just not sure, and I don't think we've ever --

9 MR. FREER: No, we're not looking for --

10 THE COURT: -- got it narrowed down --

11 MR. FREER: -- an issue. We're not looking for a ruling on the
12 advisory jury, not today.

13 THE COURT: -- that I really have -- okay, so -- because I'm not --
14 because that I think is all a part of this bigger issue of do we have a jury at all,
15 right? I guess you still have to --

16 MR. FREER: Yeah, I mean obviously we can't request an advisory
17 jury --

18 THE COURT: Right.

19 MR. FREER: -- if we don't have a right to a jury.

20 THE COURT: Okay.

21 MR. FREER: I will --

22 THE COURT: Yeah, I just wanted to make sure.

23 MR. FREER: -- I will concede that point, Your Honor.

24 THE COURT: Okay. All right. Great.

25 MR. JONES: Your Honor, we actually agree on at least one thing

1 today. That's a --

2 THE COURT: There you go.

3 MR. JONES: -- that's a start.

4 THE COURT: Okay. So, I told Mr. Jones he could have the last
5 words on -- in response. I mean again, it just seems from my understanding,
6 your view is as a matter of law, part performance, this --

7 MR. FREER: Well, and on top of that is -- the other issue is statute
8 of frauds doesn't require the contract to be in writing. It has to be evidenced in
9 writing. And so, where you have this agreement, they go to Milton and he
10 goes in, and he accepts it, gives them the money, that's the agreement. The
11 agreement changes over time. We could go through 45 minutes if you want
12 me to take time to show you all the issues of fact of what has occurred since
13 then, but all that's necessary is that it be evidenced in writing. We have tons
14 of writings here that evidence the term -- that the contract existed.

15 THE COURT: Okay.

16 MR. FREER: And so, it satisfies the statute of frauds from our
17 point.

18 THE COURT: Okay.

19 MR. JONES: Okay. Your Honor, and I see where you're leading,
20 but let me just point out something. Unless I'm hearing something different,
21 and maybe Mr. Freer can correct me if I'm wrong, but this contract arose in
22 1989 or 1990. That's the contract they're trying to enforce, I assume. I don't
23 know if there's something before that time or something else, but unless the
24 Court tells me differently or Mr. Freer does, that's what I assume to be the
25 contract they're talking about.

1 We have to start somewhere. I don't know where else to start.
2 That seems to be the starting place where they say this resolution happened.
3 It says his name is going to be -- the corporation is going to be named in
4 perpetuity for him, corporation. So, just think of this simple concept, Judge.
5 This is their contract they're trying to enforce. They have to tell you what the
6 contract says. That's what their obligation is. It's a legal document. That's not
7 a question of fact. It's a legal document.

8 So, just think of this most basic obvious premise, whatever the
9 contract was in 1989, you can't add terms to it later without more
10 consideration. I hope everybody would agree with that concept. You can't
11 say, well, here's a contract, but we're going to expand it in some future years
12 based upon something else. It's got to be -- all the parts and pieces have to be
13 there in 1989 or 1990. That to me is just the most basic concept we're dealing
14 with.

15 So -- oh, and by the way, I have to bring this up. Mr. Carlson
16 pointed out to me I misspoke about Ms. Pacheco, and I probably offended Mr.
17 Schwartz unintentionally. He reminded that she didn't say -- I don't know
18 where I got that in my head. I thought I heard her -- recall her saying that she
19 said -- and I don't mean this he was doing it nefariously, but that said to get rid
20 of that stuff. They didn't need it anymore.

21 MR. FREER: There's always advocacy.

22 MR. JONES: But she did testify, as Mr. Carlson pointed out, that
23 she lost the checks and the check register while moving their office. So, I
24 needed to correct the record with that. I --

25 THE COURT: I appreciate that.

1 MR. JONES: -- apologize to Ms. Pacheco and to Mr. Schwartz.

2 THE COURT: That's fine.

3 MR. JONES: Okay. So, getting back to this whole premise. We
4 have a contract supposedly in 1989 or 1990. Whatever that was, that's it. You
5 can't try to change it from there. So, they rely heavily on the *Edwards* case.
6 That was Mr. Freer's whole big argument. Well, yeah, but it has to be
7 substantially in writing. Well, let's look exactly. We cited this on page 11 of
8 our reply, quote: It is the consensus of judicial opinion that such a writing
9 must contain all the essential elements of the contract. The substantial parts
10 of the contract must be embodied in writing with such a degree of certainty as
11 to make clear and definite the intention of the parties without resort to oral
12 evidence.

13 Judge, if their claim here is that the contract is the resolution, the
14 resolution is otherwise the statute of frauds. There is no other contract they
15 can point to. You can't talk about a contract down the road. They didn't make
16 a new contract. Everything goes back -- Mr. Milton Schwartz's testimony,
17 Jonathan Schwartz's testimony all goes back to 1990. Then as a matter of law,
18 the only writing they have, assuming the resolution is a valid and binding
19 contract, which I would dispute to my dying day until the Nevada Supreme
20 Court tells me otherwise, but let's just assume for purposes that it is.

21 It says his name of the -- the name of the corporation will be Milton
22 I. Schwartz. So, at a bare minimum, this Court should rule as a matter of law
23 that the most they could argue about or the most they can get in this dispute is
24 that the corporation should be named the Milton I. Schwartz Corporation in
25 perpetuity. Now, of course, we adamantly disagree with that, but the very

1 case they're relying upon says: The substantial parts of the contract must be
2 embodied in writing with such a degree of certainty as to make clear and
3 definite the intention of the parties without the resort to oral evidence.

4 There's nothing else in that resolution, and there's no other
5 document that talks about it.

6 And a memorandum in order to make enforceable a contract
7 within the statute may be any document in writing, formal or informal, signed
8 by the party to be charged or by his agent actually or apparently authorized
9 thereunto, which states with reasonable certainty each party to the contract
10 either by his own name or by such a description as will serve to identify him or
11 the name or description of his agent; the land, goods, or other subject matter
12 to which the contract relates; and the terms and conditions of all promises
13 constituting the contract and by whom and to whom the promises are made."

14 In the *Edwards* case, the Court reasoned that there was conflicting
15 testimony regarding two of the documents. One of those documents merely
16 indicated a factual circumstance, but did not establish any of the terms or
17 promises in the alleged agreement. And a letter between the parties was
18 insufficient because it did not establish the consequence of a default or
19 establish liability.

20 Your Honor, it violates the statute of frauds or all they've got is a
21 resolution. That's it, one or the other. Thank you.

22 THE COURT: Okay. Thanks. As I said, this -- there have been
23 questions about this for 30 years, and I don't know that we are any closer.
24 We're just going to have to hear the evidence. Whoever that finder-of-fact is,
25 whether we decide we don't need a jury, which has been puzzling me.

1 Okay. So, I'm going to deny that motion. I think that there remain
2 to be too many questions of fact that would have to be decided before we
3 could answer the issues of law.

4 So, on this -- with respect to those motions, I think we are done,
5 but we do have the stack of motions in limine, some of which are pretty easily
6 resolved, and others are not. So, the only thing remaining there is I do have
7 the motion to strike the jury demand on an order shortening time. So, what's
8 -- we still need to get that question answered. What's the -- I mean it's next
9 week. Are we having a pretrial conference sometime, we can put this on with
10 a pretrial conference?

11 MR. LeVEQUE: Just a calendar call, I think.

12 MR. CARLSON: Yes.

13 [Court and Clerk confer]

14 THE COURT: Okay. On Wednesday? Okay.

15 MR. JONES: I think that's -- yeah, that's on Wednesday at 10:30,
16 Your Honor.

17 THE COURT: Okay. So, we'll discuss it then.

18 MR. FREER: We will -- let's go with that and then if we need more
19 time, we'll let the Court know. I understand, but if they've done a fantastic 50-
20 page motion, I may --

21 MR. JONES: It's -- I think it's about two pages long.

22 THE COURT: Okay.

23 MR. FREER: Okay.

24 MR. JONES: It's not that long.

25 MR. FREER: So, we're either or we can do it.

1 THE COURT: Okay. All right.

2 MR. FREER: The only thing --

3 THE COURT: Yeah. Uh-huh.

4 MR. FREER: The short answer is, yeah, I would be fine on the 15th
5 to go forward with that. The only possibility, and actually it's occurring right
6 now as we speak, is Judge Gonzalez is moving my final closing arguments in a
7 matter that is supposed to occur that morning at 8:00 to some other time, and I
8 believe it's that day. It would be the afternoon, though.

9 THE COURT: Okay.

10 MR. FREER: So, if I've got a conflict, let's -- I'm fine however long
11 you want to schedule this on the 15th.

12 THE COURT: All right. Well, I'll return this. Okay. He'll bring it
13 over to you. I put it on, just for the record, on the 15th at 10:30, the 15th at
14 10:30. So, it's actually six pages, so -- but still that's not that bad.

15 So, with respect to our motions in limine, some of these kind of
16 flow from the others. They did serve omnibus opposition on these issues
17 about out-of-court statements, and then we have these issues with respect to
18 the two experts, which I thought kind of fit together. So, rather than go just
19 directly in order, if we could discuss maybe first the experts and what they can
20 say or shouldn't be allowed to say, and then we can do the hearsay issues.

21 MR. JONES: Sure. That's fine with me, Your Honor.

22 THE COURT: So, it's motion in limine 1 and 2.

23 MR. JONES: You know, Your Honor, they are -- I don't think
24 they're complicated points. I think that -- I think our motion with respect to --
25 let me see if I can find my stuff here.

1 THE COURT: Well, one thing first because the way they're
2 captioned is to strike the expert report and preclude him from testifying.

3 MR. JONES: Right.

4 THE COURT: And, typically, I don't admit reports.

5 MR. JONES: Sure. Okay.

6 THE COURT: So, the report itself is only used to allow them to like
7 refresh their recollection or impeach them with something. So, technically,
8 that part of it, I don't think there's any dispute on it. It's just this question that
9 with respect to precluding them in their entirety, versus just not letting him
10 testify about certain things that were in those reports.

11 MR. JONES: Yeah, and I appreciate it. I think that's my
12 understanding of the rule, but some judges allow the reports in so out of an
13 abundance of caution, I -- I think I've tried cases in front of you where I believe
14 you, consistent with your ruling, you didn't let them in, but I wanted to make
15 sure. So that's why we did that.

16 THE COURT: I think I did issue that, yes.

17 MR. JONES: Well, with respect to --

18 THE COURT: The Rabbi Wynne first.

19 MR. JONES: Yes, Your Honor. Well, he has three opinions. His
20 belief that it was Mr. Schwartz -- Milton Schwartz's practice and intent that the
21 naming rights accompany his contribution. I don't know how in the world
22 that's an expert opinion. It's a nice way to get around the hearsay rule, but the
23 fact that he knew Mr. Schwartz and Mr. Schwartz confided in him, and
24 assuming he did, and I don't doubt that he wouldn't -- if the Rabbi says he did,
25 that they did have discussions and maybe about this very subject, but how in