

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.

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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
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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

Date 3/5/7-4/3/7.

DATE	TIME	MLJ / PYM	LOCATION	COURT	MSR	CAR	IS
4/10/17	1:28 / 2:50		ADFAM	COURT	MSR	CAR	IS
4/11/17	8:30 am / 9:00		ADFAM	COURT	MSR	CAR	IS

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 4/10/17 TIME: 2:50 pm
 RETURN TO: Pam M. COMPLETE NO LATER THAN: 4:30 pm
 Reference Case: ADFAm C/M# 2051
 Type of Item: Motion for Protective ORDER on 051
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

TAKE TO COURT: ☒ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☒ LEAVE FOR JUDGE'S SIGNATURE: Judge Thurman Dept. 26
☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Melanie M Date: 4/10/17 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

Rush!

REQUESTED BY: Sam M. DATE: 4/11/17 TIME: 8:30 amRETURN TO: Sam M. COMPLETE NO LATER THAN: 10:00 amReference Case: ADFAm C/M# 2051.2Type of Item: Motion for Protective ORDER on OST
☐ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
Dept. 26TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADRFOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Melanie M. Date: 4/11/17 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

RUNNER'S LOG - BNP

Date 4/11/17 - 4/12/17

#	Time in Runner's	Who From	Client/ Matter #	Client Name	Destination	Runner's Initials	How Traveled	Amount (Accounting Only)
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1	11:00-11:30	WMA	075070	WILSON	COVIL	BNP	car	15
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KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 4/12/17 TIME: 9:00 AM
 RETURN TO: Pam M. COMPLETE NO LATER THAN: 10:30 AM
 Reference Case: ADFAm C/M# 2051.2
 Type of Item: Motion for Protective ORDER most
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

TAKE TO COURT: ☒ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☒ COURTESY COPY TO: ☒ Dept. 26 ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Brooke Parker Date: 4-12-17 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

Date 4.20.17

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Jam M. DATE: 4/20/17 TIME: 1:53pm

RETURN TO: Jam M. COMPLETE NO LATER THAN: 4:30pm

Reference Case: ADFAm C/M# 2051.2

Type of Item: Checks for hearing Transcript

☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Check To County Treasurer \$40.00 - 3rd floor
cashier's office - get receipt

Check To Gal Friday \$144.54 - 10th floor

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Take yellow receipt from Cashier's office to
10th floor.

FOR RUNNER'S USE

Completed by: Eddie Casper Date: 4-20-17 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

	Time In	Who	Client	Client Name	Destination	Runner's	How	Amount (Accounting)
Date								

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Plam M. DATE: 4/20/17 TIME: 10:58 am
 RETURN TO: Plam M. COMPLETE NO LATER THAN: 4:00 pm
 Reference Case: ADPAM C/M# 2051.2

Type of Item: ORDER re Adelson's Motion for Protective Order

☐ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Alex Heveque Esq.
Solomon Dwigans & Greer
9060 W. Cheyenne Ave.
LV NV 89129
(702) 589-3508

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Brooke Parker Date: 4-25-17 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

Date _____

4.226-17

#	Time in Runner's Box	Who From	Client/ Matter #	Client Name	Destination	Runner's Initials	How Traveled	Amount (Accounting Cost)
2	10:00am	BYM	2051.2	ADFAW	Court	EST	164-15	

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 4/26/17 TIME: 8:30 AM
 RETURN TO: Pam M. COMPLETE NO LATER THAN: Noon
 Reference Case: ADFAm C/M# 2057.2
 Type of Item: ORSA Regarding the Adelson Companies' Motion for
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature Protective Order

104u f1.

TAKE TO COURT: ☒ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☒ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. 24

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Edlie Eym Date: 4-26-17 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

Date 5-5-17

#	Time in Runner's Box	Who From	Client/ Matter #	Client Name	Destination	Runner's Initials	How Traveled	Amount (Accounting Only)
1	9:50 AM	Pym	2051.2	AD FAM	Coet	EJF	CAR	15

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 5/5/17 TIME: 8:30 AM
 RETURN TO: Pam M. COMPLETE NO LATER THAN: noon
 Reference Case: ADFAm C/M# 2051.2
 Type of Item: ORDER Re. the Adelson Campas Motion for Protective
☐ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
ORDER
Dept. 26's Boir - 10th Floor

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE
 Completed by: Adie Egan Date: 5-5-17 ☒ Car Run ☐ Walk Run
 Final Disposition _____

Received by (Print): _____ Date: _____
 Signature: _____ Time: _____

Date 4/27/18 - 5/11/18

[illegible]

28

4

5

[illegible]

APP00429

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Jan M. DATE: 5/8/18 TIME: 1:19 pm
 RETURN TO: Jan M. COMPLETE NO LATER THAN: 4:00 pm Rush!
 Reference Case: ADPAM C/M# 2051.2
 Type of Item: Motion to Continue Trial on OST
☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

TAKE TO COURT: ☒ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☒ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. 24

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: SML Date: 5/8/18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

005016

Date 5.10.18

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 5/10/18 TIME: 8:30 AM
 RETURN TO: Pam M. COMPLETE NO LATER THAN: Rush
 Reference Case: ADFAm C/M# 2051.2
 Type of Item: Motion to Continue Trial on 05T
☐ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
Dept. 26 Min 10th Fl.

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Eddie Espino Date: 5-10-18 ☒ Car Run ☐ Walk Run
 Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

00518
KUNNER'S LOG - EJE

Date 5-11-18

[illegible]

APP00433

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 5/10/18 TIME: 9:10 AM
 RETURN TO: Pam M. COMPLETE NO LATER THAN: noon
 Reference Case: ADPAM C/M# 2051.2
 Type of Item: Motion To Continue Trial on DSI
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

TAKE TO COURT: ☒ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☒ COURTESY COPY TO: ☒ Dept. 26 ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Eddie E. Date: 5-11-18 ☒ Car Run ☐ Walk Run
 Final Disposition _____

Received by (Print): _____ Date: _____
 Signature: _____ Time: _____

005020

Q. 5-18

APP00435

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Chia DATE: 6/5/18 TIME: 11:40 am
 RETURN TO: u COMPLETE NO LATER THAN: Today
 Reference Case: ASFAm C/M# 2051-2
 Type of Item: msg re. Breach of Contract & raps for
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature Sgt
& Grand
1044 fl.

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☒ COURTESY COPY TO: ☒ Dept. 26 ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Thx

FOR RUNNER'S USE

Completed by: Edwin Egan Date: 6-5-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

Date 6/27/18

[illegible]

APP00437.

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Erica DATE: 6/29/18 TIME: 12:00
 RETURN TO: _____ COMPLETE NO LATER THAN: 1:00
 Reference Case: CSP - Bridger Adjme C/M# 2121-2 2051-2
 Type of Item: Letter & Favor Questionnaire
☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

① Please deliver attached documents
to Sept 26

② Please drive by 1300 E. Bridger
& discreetly take pictures if you
see anyone moving out

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Thank you!

FOR RUNNER'S USE

Completed by: Stephan L Date: 6/29/18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

005024

Date 7-2-18[illegible]

APP00439

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Chica DATE: 6/29/18 TIME: 3:45 pm
 RETURN TO: " COMPLETE NO LATER THAN: 7/3/18 am
 Reference Case: As Fam C/M# 2051-2
 Type of Item: Jury Questionnaire
☐ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
Sept 26's bin, 10th floor

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Thx

FOR RUNNER'S USE

Completed by: Eddie Engel Date: 7-2-18 ☒ Car Run ☐ Walk Run
 Final Disposition _____

Received by (Print): _____ Date: _____
 Signature: _____ Time: _____

005026 RUNNERS LOG - SML

Date 7-9-18-7-12-18

#	Time in Runner's Box	Who From	Client/ Matter #	Client Name	Destination	Runner's Initials	How Traveled	Amount (Accounting Only)
7/9/18	10:30	PYM	2061.2	ADFAH	COUNA	SML	car	15

APP00441

005026

005026

005026

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 7/9/18 TIME: 9:00 AM
 RETURN TO: Pam M. COMPLETE NO LATER THAN: NOON
 Reference Case: ADFAm C/M# 2057.2

Type of Item: 250 copies Jury Questionnaire

☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Jury Services
3rd Floor

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: SML Date: 7/9/18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): Joe H. Date: _____

Signature: [Signature] Time: _____

APP00443

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Erica DATE: 7/17/18 TIME: 9:50 am
 RETURN TO: u COMPLETE NO LATER THAN: This Am
 Reference Case: Chafam C/M# 2051-2
 Type of Item: CS / check
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

- E cash
- ① Take chkr to Cashier
 - ② Take receipt (to Dept 26)
 - ③ pick up CS & jury questionnaires (Linda)

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☒ Check \$125⁰⁰ ☒ Cash \$40

SPECIAL INSTRUCTIONS:

Inf

FOR RUNNER'S USE

Completed by: Eddie Lopez Date: 7/17-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

Date 7-18-18

[illegible]

APR00445

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Gamm DATE: 7/18/18 TIME: 2:33 pm
 RETURN TO: Gamm COMPLETE NO LATER THAN: 4:00 pm
 Reference Case: ADFAm C/M# 205/1.2
 Type of Item: Opposition to Motion to Compel Dr. Myrian delso to answer Deposition Questions of Counter Motion
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

10th

TAKE TO COURT: ☒ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☒ COURTESY COPY TO: ☒ Dept. 26 ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Eddie Espinoza Date: 7-18-18 ☒ Car Run ☐ Walk Run
 Final Disposition _____

Received by (Print): _____ Date: _____
 Signature: _____ Time: _____

Date 7.23.18

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Chica DATE: 7/23/18 TIME: 1:12 pm
 RETURN TO: a COMPLETE NO LATER THAN: Today
 Reference Case: Ad Fam - PD 1300 C/M# 2051-2
 Type of Item: Check

☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
Please deliver OK to cashier then
take receipt to Sgt 26 to pick
up CS
10th fl

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Thx

FOR RUNNER'S USE

Completed by: Eldridge Date: 7-23-18 ☒ Car Run ☐ Walk Run
 Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pat DATE/TIME OF REQUEST: 8/2/18

RETURN TO: _____ COMPLETE NO LATER THAN: AM Run

Reference Case: Estate of Milton Schwartz CM# 02051.2

Type of Item: thumb drive

☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

700 South 3rd Street
Las Vegas 89101
Monice Campbell / Envision Legal
Solutions

TAKE TO COURT: ☐ County ☐ Federal ☐ Bankruptcy Court ☐ Municipal ☐ Justice ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Master Calendar ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check enclosed to _____ for _____

SPECIAL INSTRUCTIONS:

Monice: The portion of the video that we need
transcribed is near the end 1:25 to end.

Date of Video is 6/12/07

Call me with any questions.

FOR RUNNER'S USE

Completed by: Edellie Epp Date: 8-2-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): Brittany Jenkins Date: _____

Signature: Brittany Jenkins Time: _____

005036

RUNNER'S LOG - BNP

Date: _____

M. J. M.

811618

[illegible]

~~AP-00451~~

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 8/3/18 TIME: 2:52 PM
 RETURN TO: Pam M. COMPLETE NO LATER THAN: 4:00 PM
 Reference Case: ADFAm C/M# 2057.2
 Type of Item: At RIS of MIL's 1-8 & RIS of MSTN Award; RIS of MST
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
Contract
and RIS
MBS 14301

TAKE TO COURT: ☒ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☒ COURTESY COPY TO: ☒ Dept. 26 ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE
 Completed by: BNP Date: 8/3/18 ☒ Car Run ☐ Walk Run
 Final Disposition _____
 Received by (Print): _____ Date: _____
 Signature: _____ Time: _____

KUNNER'S LOG - EYE

Date 8-6-18

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: AH DATE/TIME OF REQUEST: 8/6/18
 RETURN TO: AH COMPLETE NO LATER THAN: P4 Run
 Reference Case: Adelson CM# 2051.2
 Type of Item: Video

☐ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Las Vegas Legal Video

729 S. 7th Street

Las Vegas NV 89101

TAKE TO COURT: ☐ County ☐ Federal ☐ Bankruptcy Court ☐ Municipal ☐ Justice ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Master Calendar ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check enclosed to _____ for _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Edellie Lopez Date: 8-6-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

005040

Date 8-7-18

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 8/7/18 TIME: 9:00 am
 RETURN TO: Pam M. COMPLETE NO LATER THAN: NOON
 Reference Case: ADFA C/M# 2051.2
 Type of Item: Ris of M/R NO.3 & M/S re Breach of Contract
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

10th

TAKE TO COURT: ☒ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☒ COURTESY COPY TO: ☒ Dept. 26 ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Eddie Egan Date: 8-7-18 ☒ Car Run ☐ Walk Run
 Final Disposition _____
 Received by (Print): _____ Date: _____
 Signature: _____ Time: _____

KUNNER'S LOG-EYE

Date _____

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Erica DATE: 8/8/18 TIME: 12:10
 RETURN TO: u COMPLETE NO LATER THAN: Today
 Reference Case: ASFLAN C/M# 2051-2
 Type of Item: P/T Memo
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

10th fl.

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☒ COURTESY COPY TO: ☒ Dept. 26 ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Edie Espinoza Date: 8-8-18 ☒ Car Run ☐ Walk Run
 Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

KUNNER'S LOG - EJE

Date 8-9-18

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 8/9/18 TIME: 10:56 am
 RETURN TO: Pam M. COMPLETE NO LATER THAN: Rush
 Reference Case: ADFAm C/M# 2051.2
 Type of Item: Motion to Strike Jury Demand on OST
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

TAKE TO COURT: ☒ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☒ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. 24
☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: [Signature] Date: 8-9-18 ☒ Car Run ☐ Walk Run
 Final Disposition _____

Received by (Print): _____ Date: _____
 Signature: _____ Time: _____

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Erica DATE: 8/10/18 TIME: 2:20

RETURN TO: u COMPLETE NO LATER THAN: Today

Reference Case: As Fam C/M# 205P-2

Type of Item: Motion to Strike Jury Demand

☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☒ COURTESY COPY TO: ☒ Dept. 26 ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Thx

FOR RUNNER'S USE

Completed by: Edell Kope Date: 8-10-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

Date 8th 10-18

[illegible]

Date 8-15-18

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Quia DATE: 8/15/18 TIME: 1:35

RETURN TO: u COMPLETE NO LATER THAN: 9 Sep

Reference Case: W. F. P. H. P. C/M# 2051-2

Type of Item: Jury Questionnaires

☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Josh & Randall
Sept 26, Courtroom 10 D

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Thx

FOR RUNNER'S USE

Completed by: Edelia Lopez Date: 8-15-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

1.90900

Date 8-16-18

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Ulrica DATE: 8/16/18 TIME: 10:40
 RETURN TO: u COMPLETE NO LATER THAN: 6:00 p
 Reference Case: Asst Am C/M# 2051-2
 Type of Item: Opp to Estate's Mtr for Reconsideration
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
& Certificate to Strike 8/14/18
Declaration

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☒ COURTESY COPY TO: ☐ Dept. 36 ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Thx -

FOR RUNNER'S USE

Completed by: Eddie Egan Date: 8-16-18 ☐ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

Date _____

Date 8.17.18

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 8/17/18 TIME: _____

RETURN TO: Pam M. COMPLETE NO LATER THAN: _____

Reference Case: ADFAm C/M# 2051.2

Type of Item: KJC Parking Card to attend trial

☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Alli Abramson
Carla Barden Dr. Miriam Sheldon D. Adelson Educ. Camp
9700 Hillpointe Road
WV NJ. 89134
762-515-8202

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Eddie Esp Date: 8-17-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): Carla Behrman Date: 8/17/18

Signature: Carla Behrman Time: 10:35 AM

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 8/17/18 TIME: 9:11 am
 RETURN TO: Pam M. COMPLETE NO LATER THAN: noon
 Reference Case: ADPAM C/M# 2051.2
 Type of Item: Documents from James Saposhnik
☐ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Mathnasium
 1990 Village Center
 Ste 10 Circle
 Dan Saposhnik
 6 docs from
 Starbucks
 702-379-5909

Dan Saposhnik
1990 Village Center Circle
Ste 10
4 VNV - 6 Doors from Starbucks
702-379-5909

☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

☐ Bankruptcy ☐ Other: _____

RE: _____ Dept. _____

t. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

* Drop off Documents to Holo at 3016 West Charleston
 Suite 170, LV. attn: Jim Holpuch to make
 copies of ~~that~~ original documents.

FOR RUNNER'S USE

Completed by: Eldon Espe Date: 8/17/18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 8/17/18 TIME: 2:24pm

RETURN TO: Pam M. COMPLETE NO LATER THAN: _____

Reference Case: ADPAM C/M# 2051.2

Type of Item: Documents from James Suponschnik

☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

To his home Don Suponschnik

1025 Lake Mist Court

Las Vegas NV 89144

Date: #4891

702-379-5909

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Leave the box on a bench in his front yard/porch

FOR RUNNER'S USE

Completed by: [Signature] Date: 8-17-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Guia DATE: 8/20/18 TIME: 2:00
 RETURN TO: _____ COMPLETE NO LATER THAN: Today
 Reference Case: Asst C/M# 2051-2
 Type of Item: Check for 8/9/18 hearing transcript
☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
3rd floor cashier
put receipt in Spt 26's box

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Thx

FOR RUNNER'S USE

Completed by: Edellie Espino Date: 8-20-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

005059

Date 8.22.18[illegible]

APP00474

005060

Date 8-23-18

[illegible]

APP00475

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 8/23/18 TIME: 12:04
 RETURN TO: Pam M. COMPLETE NO LATER THAN: # 12:45pm
 Reference Case: ADFEAM C/M# 2037.2
 Type of Item: Documents for trial
☒ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
Pick up - Shane Hedberg
Las Vegas Legal Video
729 S. 7th Street
X ✓ NV
Deliver to Randall at Court, Dept. 26 - Courtroom 101

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: Eddie Espinoza Date: 8.23.18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

005062

Date 3-27-18

[illegible]

AP/P00477

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: PAS DATE: 8/27/18 TIME: 9:30am
 RETURN TO: PAS COMPLETE NO LATER THAN: now
 Reference Case: ADFAM C/M# 2051.2
 Type of Item: Trial Exhibits
☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Josh C Dept 10D - RJC

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by:  Date: 8-27-18 ☒ Car Run ☐ Walk Run
 Final Disposition _____

Received by (Print): _____ Date: _____
 Signature: _____ Time: _____

005064

Date 8-8-18

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Erica DATE: 8/28/18 TIME: 12:25
 RETURN TO: u COMPLETE NO LATER THAN: Asap please
 Reference Case: Aspas C/M# 2051-2
 Type of Item: Letter & Order
☐ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☒ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. 26
☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Thx

FOR RUNNER'S USE

Completed by: Eddie Esque Date: 8-28-18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: _____ Time: _____

990506

Date 8-30-18

[illegible]

AP P00481

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 8/30/18 TIME: 10:01 AM
 RETURN TO: Pam M. COMPLETE NO LATER THAN: 3:00 PM
 Reference Case: Golden Suture C/M# 2154.2
 Type of Item: Letter to Ismail Amin

☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Ismail Amin, Esq.

Amin Law Group

3753 Howard Hughes Pkwy # 200
Las Vegas, NV

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

Sign Runslip as ROC.

FOR RUNNER'S USE

Completed by: Eddie Eyz Date: 8.30.18 ☐ Car Run ☒ Walk Run

Final Disposition _____

Received by (Print): Vanina Reyes Date: _____

Signature: [Signature] Time: _____

[illegible]

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 8/31/18 TIME: 8:48 AM
 RETURN TO: Pam M. COMPLETE NO LATER THAN: Rush
 Reference Case: ADFAm C/M# 2051.2
 Type of Item: (6) Motion for ~~Dismissal~~ Verdict
☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature
Randall / Josh
Dept. 26 - Courtroom 10D

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR
 FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____
☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____
☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery
☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk
☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: SLC Date: 08/31/18 ☒ Car Run ☐ Walk Run
 Final Disposition _____
 Received by (Print): _____ Date: _____
 Signature: SLC Time: 10AM

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: PAS DATE: 8/31/18 TIME: 9:55am
 RETURN TO: PAS COMPLETE NO LATER THAN: now
 Reference Case: ADPAM C/M# 2051.2
 Type of Item: Motions

☒ Deliver To ☐ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

500 S. Rancho Drive St. 12

~~Deliver motions~~

~~to JUDGE at trial~~

Subpoena for Neville Pokroy

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: SLC Date: 08/31/18 ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: _____

Signature: SLC Time: 10AM

Date 09/04/18

Date _____

APP00486

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 9/4/18 TIME: 8:42 am
 RETURN TO: Pam M. COMPLETE NO LATER THAN: 1:00 pm
 Reference Case: ADFAm C/M# 2057.2

Type of Item: Exhibit Binders

☐ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Dept. 26
Courtroom 10D

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: SLC Date: _____ ☐ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: 09/04/18

Signature: SLC Time: _____

005073
 8/0900
 INVENTORY LOG - JLC
 Date 09/06/18

#	Time in Runners Box	Who From	Client Material	Client Name	Destination	Runners Initials	How Traveled	Amount Accounting Only
1	10:30	PVM	2051.2	ADFA-M	9700 W. Hillpointer Rd JLC		CTR	18

005073

005073

APP00488

005073

KEMP, JONES & COULTHARD, LLP

RUNNER REQUEST

REQUESTED BY: Pam M. DATE: 9/6/18 TIME: 10:15 am
 RETURN TO: Pam M. COMPLETE NO LATER THAN: 4:00 pm
 Reference Case: ADFAm C/M# 2051.2

Type of Item: KJC Parking Card

☐ Deliver To ☒ Pick Up From ☐ Receipt of Copy ☐ Receipt of Original ☐ Obtain Signature

Adelson Educational Campus
9700 West Hillprinte Road
Las Vegas NV 89134
Card will be returned to back

TAKE TO COURT: ☐ County ☐ Federal ☐ Justice ☐ Municipal ☐ Discovery Commissioner ☐ ADR

FOR: ☐ Filing ☐ Issuance by Clerk ☐ Bankruptcy ☐ Other: _____

☐ LEAVE FOR JUDGE'S SIGNATURE: _____ Dept. _____

☐ COURTESY COPY TO: ☐ Dept. _____ ☐ Arbitration ☐ Discovery

☐ Request a Certified Copy from: ☐ County Clerk ☐ Federal Clerk ☐ Bankruptcy Clerk

☐ Record with Clark County Recorder ☐ Check _____ ☐ Cash _____

SPECIAL INSTRUCTIONS:

FOR RUNNER'S USE

Completed by: SLC Date: _____ ☒ Car Run ☐ Walk Run

Final Disposition _____

Received by (Print): _____ Date: 09-06-18

Signature: SLC Time: _____

TRIAL SUPPORT

Adelson/Schwartz**2051.2 Expenses****Trial Support**

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	06/05/18	700	(7) 1/2 inch Binders	\$ 28.00
02051	2	06/05/18	700	(10) 1 inch Binders	\$ 40.00
02051	2	06/05/18	700	(2) 1 1/2 inch Binders	\$ 12.00
02051	2	06/05/18	700	(5) 2 1/2 inch Binders	\$ 40.00
02051	2	06/29/18	700	(11) 4 inch Binders	\$ 110.00
					\$ 230.00
02051	2	06/21/16	701	Computer Disk/DVD/Flash Drive (ONE 8gb FLASH DRIVE)	\$ 15.00
02051	2	06/28/16	701	Computer Disk/DVD/Flash Drive (TWO 8gb FLASH DRIVES)	\$ 30.00
02051	2	07/26/18	701	Computer Disk/DVD/Flash Drive (ONE 128 GB FLASH DRIVE)	\$ 40.00
02051	2	07/30/18	701	Computer Disk/DVD/Flash Drive (ONE 32 GB FLASH DRIVE)	\$ 25.00
02051	2	07/30/18	701	Computer Disk/DVD/Flash Drive (ONE 128 GB FLASH DRIVE)	\$ 40.00
02051	2	08/02/18	701	Computer Disk/DVD/Flash Drive (ONE 32GB FLASH DRIVE)	\$ 25.00
02051	2	08/03/18	701	Computer Disk/DVD/Flash Drive (ONE 32GB FLASH DRIVE)	\$ 25.00
02051	2	08/08/18	701	Computer Disk/DVD/Flash Drive (TWO 32GB FLASH DRIVES)	\$ 50.00
02051	2	08/09/18	701	Computer Disk/DVD/Flash Drive (THREE 128GB FLASH DRIVES)	\$ 120.00
02051	2	08/15/18	701	Computer Disk/DVD/Flash Drive (TWO 32GB FLASH DRIVES)	\$ 50.00
02051	2	08/15/18	701	Computer Disk/DVD/Flash Drive (TWO 16GB FLASH DRIVES)	\$ 40.00
02051	2	08/17/18	701	Computer Disk/DVD/Flash Drive (ONE 16GB FLASH DRIVE)	\$ 20.00
02051	2	08/20/18	701	Computer Disk/DVD/Flash Drive (ONE 16GB FLASH DRIVE)	\$ 20.00
02051	2	08/20/18	701	Computer Disk/DVD/Flash Drive (ONE 16GB FLASH DRIVE)	\$ 20.00
02051	2	08/21/18	701	Computer Disk/DVD/Flash Drive (ONE 16GB FLASH DRIVE)	\$ 20.00
					\$ 540.00
02051	2	05/31/18	702	Exhibit Tabs	\$ 5.50
					\$ 5.50
02051	2	07/27/18	900	Secretarial/Staff Overtime - ANA 7/26/18-7/27/18	\$ 103.95
02051	2	08/04/18	900	Secretarial/Staff Overtime - MSR 8/4/18	\$ 121.00
02051	2	08/10/18	900	Secretarial/Staff Overtime - EMB 8/6/18-8/10/18	\$ 143.10
02051	2	08/18/18	900	Secretarial/Staff Overtime - EMB 8/18/18	\$ 198.90
02051	2	08/22/18	900	Secretarial/Staff Overtime - EJE 8/22/18-8/23/18	\$ 36.60
					\$ 603.55
02051	2	01/25/17	ARB	Arbitration/Mediation Fees - Retainer Fee for 03/08/17 Mediation (JAMS, Inc.)	\$ 3,660.00
02051	2	04/01/17	ARB	Arbitration/Mediation Fees - 03/06 1/2 Share Mediation Fees (JAMS, Inc.)	\$ 618.75
					\$ 4,278.75
02051	2	08/01/18	BIND	Binding/Tabs/Hole Punching - Tabs(Holo Discovery)	\$ 53.04
02051	2	08/27/18	BIND	Binding/Tabs/Hole Punching - Tabs (Holo Discovery)	\$ 448.64
					\$ 501.68
02051	2	08/01/18	BNDR	Binder/Photo Albums - Binders (Holo Discovery)	\$ 28.15
02051	2	08/27/18	BNDR	Binder/Photo Albums - File Folder, Binders (Holo Discovery)	\$ 24.90
02051	2	08/27/18	BNDR	Binder/Photo Albums - Binders (Holo Discovery)	\$ 584.55
					\$ 637.60

Adelson/Schwartz**2051.2 Expenses****Trial Support**

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	07/15/16	DISB	Cash Disbursement - Reim DTB - Book "From Chaos to Order" from Amazon.com and "Naming Rights" From BarnesandNoble.com (David T. Blake)	\$ 122.76
02051	2	07/24/16	DISB	Cash Disbursement - 07/08 "Charitable Giving: Taxation, Planning and Strategies" Book from Thomson Reuters (Bank of America)	\$ 1,339.98
02051	2	08/03/16	DISB	Cash Disbursement - 07/01/16 - 07/31/16 Conference Calls (AccuConference by Arkadin)	\$ 3.15
02051	2	08/20/18	DISB	Cash Disbursement - Reim JRJ - 08/15/18 Lunch with JRJ and JDC at Capriotti's for Hearing (J. Randall Jones)	\$ 27.03
02051	2	08/27/18	DISB	Cash Disbursement - Reim JRJ - 08/20/18 Lunch with JRJ, WLC and JDC for Trial (J. Randall Jones)	\$ 33.97
02051	2	08/28/18	DISB	Cash Disbursement - Reim WLC - 08/22/18 Working Lunch for Trial with JRJ, WLC & JDC from Panera Bread (William L. Coulthard)	\$ 23.77
02051	2	08/28/18	DISB	Cash Disbursement - 08/21/18 JRJ Working Lunch (Petty Cash)	\$ 7.33
02051	2	08/28/18	DISB	Cash Disbursement - 08/23/18 JRJ & JDC Working Lunch (Petty Cash)	\$ 19.23
02051	2	09/05/18	DISB	Cash Disbursement - Reim JRJ - 08/24/18 & 08/27/18 Lunch At Trial with JRJ & JDC from Capriotti's (J. Randall Jones)	\$ 52.02
02051	2	09/05/18	DISB	Cash Disbursement - Reim JRJ - 09/02/18 Trial Prep/Closing Working Lunch with JRJ, MPZV, JDC & PAS from Jersey Mike's (J. Randall Jones)	\$ 37.50
02051	2	09/06/18	DISB	Cash Disbursement - Reim MMJ - 09/03/18 Working Lunch for JRJ, MMJ, NRR & JDC from Gordon Biersch (Mark M. Jones)	\$ 70.18
02051	2	09/13/18	DISB	Cash Disbursement - 08/28/18 JRJ Working Lunch (Petty Cash)	\$ 8.96
02051	2	09/13/18	DISB	Cash Disbursement - 08/29/18 JRJ & JDC Working Lunch (Petty Cash)	\$ 18.17
02051	2	09/13/18	DISB	Cash Disbursement - 08/30/18 JRJ & JDC Working Lunch (Petty Cash)	\$ 18.47
02051	2	09/13/18	DISB	Cash Disbursement - 09/04/18 JRJ, MPZV & JDC Working Lunch (Petty Cash)	\$ 17.62
					\$ 1,800.14
02051	2	09/04/18	EXH	Exhibits - Color 36" X 48" Exhibit Boards for Trial (Holo Discovery)	\$ 649.50
					\$ 649.50
02051	2	08/07/18	PROF	Professional Services - 08/06/18 Edit Video of Interview of Milton Schwartz (Las Vegas Legal Video, Inc.)	\$ 150.00
02051	2	08/08/18	PROF	Professional Services - 08/02/18 Audio Transcription of Milton Schwartz Interview (Envision Legal Solutions)	\$ 140.00
02051	2	09/11/18	PROF	Professional Services - 08/13/18 - 09/04/18 Meetings with PAS, Prepare Power Point Presentations, Synchronize Transcript and Video, Support at Court for Trial (Las Vegas Legal Video, Inc.)	\$ 21,409.70
					\$ 21,699.70
02051	2	07/17/18	TAPE	Video/Audio Tape/CD - CD of 06/07/18 Hearing (Clark County Treasurer)	\$ 25.00
02051	2	07/23/18	TAPE	Video/Audio Tape/CD - CD of 07/19/18 Hearing (Clark County Treasurer)	\$ 25.00
02051	2	08/07/18	TAPE	Video/Audio Tape/CD - 08/06/18 Two CD Copies of Interview of Milton Schwartz (Las Vegas Legal Video, Inc.)	\$ 20.00
02051	2	08/27/18	TAPE	Video/Audio Tape/CD - CD (Holo Discovery)	\$ 38.97

Adelson/Schwartz
2051.2 Expenses
Trial Support

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	09/06/18	TAPE	Video/Audio Tape/CD - 08/20/18 - 09/04/18 DVDs of Trial (Clark County Treasurer)	\$ 100.00
					\$ 208.97
				Total Trial Support Billed	\$ 31,155.39

005078

005078

COMPUTER DISK / DVD / FLASH DRIVE LOG

DATE	YOUR INITIALS	C/M #	CLIENT/MATTER NAME	TYPE RECEIVED (Include Flash Drive Size)	QUANTITY	REASON / DESCRIPTION
6/21/16	PAS	2051.2	ADFAM	85	1	Third Disclosure
6/28	PAS	2051.2	Adelson	85	2	Disclosures

Kemp, Jones & Coulthard
DVD / FLASH DRIVE LOG

7/2/2018 005081

DATE	YOUR INITIALS	CIN #	CLIENT/MATTER NAME	TYPE RECEIVED (Include Flash Drive Size)	QUANTITY	REASON / DESCRIPTION
------	---------------	-------	--------------------	--	----------	----------------------

7/26	PAJ	2051	Adelson	128	1	Exh. 617

DVD / FLASH DRIVE LOG

DATE	YOUR INITIALS	C/M #	CLIENT/MATTER NAME	TYPE RECEIVED (Include Flash Drive Size!)	QUANTITY	REASON / DESCRIPTION
7/20	DAI		2057 NABZ	032 128	2	Def Ex

[illegible]

DVD / FLASH DRIVE LOG

DATE	YOUR INITIALS	CIN #	CLIENT/MATTER NAME	TYPE RECEIVED (Include Flash Drive Size)	QUANTITY	REASON / DESCRIPTION
8/1	PAS	2051.2		32	1	Vid Led
8/3	PAS	2051.2	Adelson	32	1	Videos
8/8	PAS	2051.2	Adelson	32	2	Videos for Hearing
8/9	PAS	2051.2	Adelson	128	3	Holo, Estate + Cohane Exhibits For Trial
8/15	PAS	2051.2	Adelson	32 16	2 2	Exhibits / Court
8/17/18	MOR	2051.2	AD FAM	16	1	Estate's Exhibits
8/18						ISO
8/20/18	MOR	2051.2	AD FAM	16	1	Exhibits
8/20/18	AIF	2051.2	AD FAM	16	1	Video Depo
8/21/18	MOR	2051.2	AD FAM	16	1	Estate's Exhibits

Secretarial Overtime

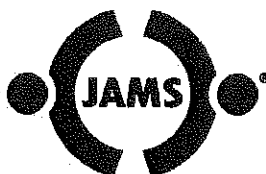
Pay Period

07/31/18

Payroll Per.	Secretary	Date	Hours	Rate	Total	Client
08/15/18	ANA	7/26/18-7/27/18	2.31	\$ 45.00	\$ 103.95	2051.2
08/15/18	MSR	08/04/18	6.05	\$ 20.00	\$ 121.00	2051.2
08/31/18	EMB	8/6/18-8/10/18	3.18	\$ 45.00	\$ 143.10	2051.2
08/31/18	EMB	08/18/18	4.42	\$ 45.00	\$ 198.90	2051.2
08/31/18	EJE	08/22/18-8/23/18	1.83	\$ 20.00	\$ 36.60	2051.2
Total			17.79		\$ 603.55	

005085

005085

**INVOICE**Invoice Date

01/25/17

Invoice Number

0003941478-260

To: **J. Randall Jones, Esq.**
Kemp, Jones & Coulthard, LLP
3800 Howard Hughes Parkway
17th Floor
Las Vegas, NV 89169

Reference #: **1260004111** DKH
 Billing Specialist: **Glenn Mason**
 Email: **gmason@jamsadr.com**
 Telephone: **(949) 224-4654**
 Employer ID: **68-0542699**

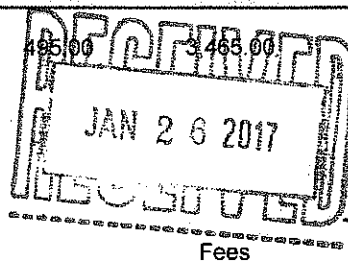
RE: **Estate of Schwartz, Milton I.**

Representing: **Dr. Miriam and Sheldon G. Adelson**
Educational Institute

Neutral(s): **Floyd Hale Esq.**Hearing Type: **Mediation**

Rep# 4

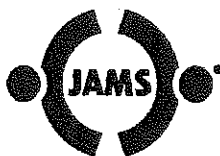
Date/ Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
03/08/17 10:00:00AM	Floyd Hale Esq. Session Time	7.00	495.00	3,465.00	2	1,732.50
01/25/17	Initial Non-Refundable Fee					195.00
				Fees		1,927.50
03/08/17	Floyd Hale Esq. Retainer Fees. To be applied to reading, research, preparation, etc. NOTE: At the conclusion of the case, any unused portion of this retainer will be refunded.			3,465.00	2	1,732.50
				Expenses/Retainers		1,732.50
				Total		\$ 3,660.00
				Outstanding Balance as of 01/25/17		\$ 3,660.00



Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **Payment is due upon receipt.**

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

**INVOICE****Invoice Date**
03/30/2017**Invoice Number**
0003997094-260

To: J. Randall Jones, Esq.
Kemp, Jones & Coulthard, LLP
3800 Howard Hughes Parkway
17th Floor
Las Vegas, NV 89169

Reference #: 1260004111 DKH
Billing Specialist: Glenn Mason
Telephone: (949) 224-4654
Employer ID: 68-0542699

RE: Estate of Schwartz, Milton I.

Representing: Dr. Miriam and Sheldon G. Adelson
Educational Institute

Neutral(s): Floyd Hale Esq.

Hearing Type: Mediation

Rep# 4

Date/ Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
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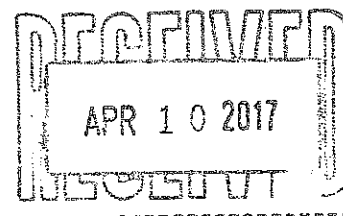
03/06/2017	Floyd Hale Esq. Review Mediation Brief and Exhibits	2.50	495.00	1,237.50	2	618.75
------------	--	------	--------	----------	---	--------

Fees	618.75
------	--------

Expenses/Retainers	0.00
--------------------	------

Total	\$ 618.75
-------	-----------

Outstanding Balance as of 3/31/2017	\$ 0.00
-------------------------------------	---------



Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **Payment is due upon receipt.**

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave, Suite 350
Irvine, CA 92612



HOLO Discovery
3016 West Charleston Blvd
Suite 170
Las Vegas, NV 89102
702.333.4321

Invoice

INVOICE 5639

DATE 8/1/2018

TERMS Net 30

DUE DATE 8/31/2018

BILL TO

Kemp Jones & Coulthard
3800 Howard Hughes Pkwy # 1700
Las Vegas, NV 89169

ORDERED BY

Pat

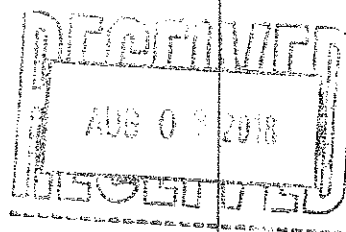
CLIENT MATTER

Adelson/02051.00002

REP

Jim

ACTIVITY	QTY	AMOUNT
Description: Print documents and organize into binders.		0.00
B/W Printing	110 852	85.20T
Color Digital Printing	271 6	4.74T
3 Inch Binder	113.00 2	26.00T
Index Tabs	135 140	49.00T
Sales Tax		13.61



Project Number- 20145
Date Delivered- 07/31/2018

Total Due \$178.55

Payments/Credits \$0.00

Balance Due \$178.55

Thank you for your business. Please make checks payable to HOLO Discovery.
Tax ID: 81-2158838

APP00503



HOLO Discovery
3016 West Charleston Blvd
Suite 170
Las Vegas, NV 89102
702.333.4321

Invoice

INVOICE 5684

DATE 8/14/2018

TERMS Net 30

DUE DATE 9/13/2018

BILL TO

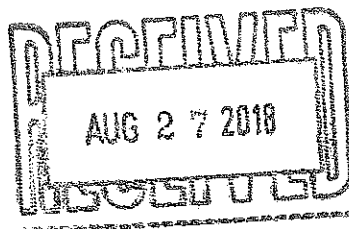
Kemp Jones & Coulthard
3800 Howard Hughes Pkwy # 1700
Las Vegas, NV 89169

ORDERED BY
Pat

CLIENT MATTER
Estate Schwartz

REP
Jim

ACTIVITY	QTY	AMOUNT
CLIENT MATTER: Estate of Milton I. Schwartz		0.00
Description: Print documents, tab and place in binders x3.		
Black and White Printing Services	10 17,184	1,718.40T
Index Tabs - 100+, AA+	45 921	414.45T
CD Duplication	12 3	36.00T
2 Inch Binder	20 6	60.00T
4 Inch Binder	16 30	480.00T
Sales Tax		223.48



Project Number- 20196
Date Delivered 08/14/2018

Total Due \$2,932.33
Payments/Credits \$0.00
Balance Due \$2,932.33

Thank you for your business. Please make checks payable to HOLO Discovery.
Tax ID: 81-2158838

APP00504



HOLO Discovery
3016 West Charleston Blvd
Suite 170
Las Vegas, NV 89102
702.333.4321

Invoice

INVOICE 5639

DATE 8/1/2018

TERMS Net 30

DUE DATE 8/31/2018

BILL TO

Kemp Jones & Coulthard
3800 Howard Hughes Pkwy # 1700
Las Vegas, NV 89169

ORDERED BY

Pat

CLIENT MATTER

Adelson/02051.00002

REP

Jim

ACTIVITY	QTY	AMOUNT
Description: Print documents and organize into binders.		0.00
B/W Printing	110 852	85.20T
Color Digital Printing	79 6	4.74T
3 Inch Binder	113.00 2	26.00T
Index Tabs	35 140	49.00T
Sales Tax		13.61

Project Number- 20145
Date Delivered- 07/31/2018

Total Due \$178.55

Payments/Credits \$0.00

Balance Due \$178.55

Thank you for your business. Please make checks payable to HOLO Discovery.

Tax ID: 81-2158838

APP00505



HOLO Discovery
3016 West Charleston Blvd
Suite 170
Las Vegas, NV 89102
702.333.4321

Invoice

INVOICE 5729

DATE 8/20/2018

TERMS Net 30

DUE DATE 9/19/2018

BILL TO

Kemp Jones & Coulthard
3800 Howard Hughes Pkwy # 1700
Las Vegas, NV 89169

Jana Rubin Laposhnik
Documents

ORDERED BY

Pamela Montgomery

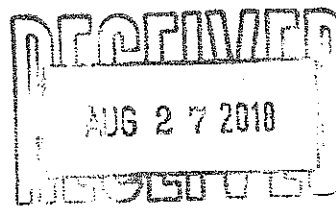
CLIENT MATTER

Adelson 02051.00002

REP

Jim

ACTIVITY	QTY	AMOUNT
Description: Clone binders x1.		0.00
B/W Copying Level 4	18 428	77.04T
Color Copying	79 30	23.70T
File Folder	1	3.00T
2 Inch Binder	10 2	20.00T
Sales Tax		10.21



[Signature]

Project Number- 20236
Date Delivered 08/17/2018

Total Due \$133.95

Payments/Credits \$0.00

Balance Due \$133.95

Thank you for your business. Please make checks payable to HOLO Discovery.
Tax ID: 81-2158838

APP00506



HOLO Discovery
3016 West Charleston Blvd
Suite 170
Las Vegas, NV 89102
702.333.4321

Invoice

INVOICE	5684
DATE	8/14/2018
TERMS	Net 30
DUE DATE	9/13/2018

BILL TO

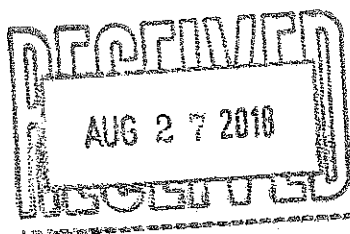
Kemp Jones & Coulthard
3800 Howard Hughes Pkwy # 1700
Las Vegas, NV 89169

ORDERED BY
Pat

CLIENT MATTER
Estate Schwartz

REP
Jim

ACTIVITY	QTY	AMOUNT
CLIENT MATTER: Estate of Milton I. Schwartz		0.00
Description: Print documents, tab and place in binders x3.		
Black and White Printing Services	410	17,184 1,718.40T
Index Tabs - 100+, AA+	45	921 414.45T
CD Duplication	12	3 36.00T
2 Inch Binder	20	6 60.00T
4 Inch Binder	16	30 480.00T
Sales Tax		223.48



Project Number- 20196
Date Delivered 08/14/2018

Total Due	\$2,932.33
Payments/Credits	\$0.00
Balance Due	\$2,932.33

Thank you for your business. Please make checks payable to HOLO Discovery.
Tax ID: 81-2158838

APP00507

on.com

Final Details for Order #105-5941618-8836217
Print this page for your records.

Order Placed: June 17, 2016
Amazon.com order number: 105-5941618-8836217
Order Total: \$42.39

Shipped on June 19, 2016

Items Ordered

Price

1 of: *From Chaos to Order by Saposhnik Phd, Tamar Lubin (2014) Paperback*
Sold by: GlobalStore US ([seller profile](#))

\$35.40

Condition: New

Shipping Address:

David Blake
KEMP JONES & COULTHARD
3800 HOWARD HUGHES PKWY FL 17TH
LAS VEGAS, NV 89169-0910
United States

Item(s) Subtotal: \$35.40
Shipping & Handling: \$6.99

Total before tax: \$42.39
Sales Tax: \$0.00

Shipping Speed:

Expedited Shipping

Total for This Shipment: \$42.39

Payment information

Payment Method:

Debit Card | Last digits: 0085

Item(s) Subtotal: \$35.40
Shipping & Handling: \$6.99

Billing address

David Tucker Blake
816 Sandhill Sage
Henderson, Nevada 89052
United States

Total before tax: \$42.39
Estimated tax to be collected: \$0.00

Grand Total: \$42.39

Credit Card transactions

Visa ending in 0085: June 19, 2016: \$42.39

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2016, Amazon.com, Inc. or its affiliates

Order Details

Ordered on June 17, 2016 | Order# 4017581071

[Print](#)

Shipping Information

David blake
816 Sandhill Sage St
Henderson, NV 89052-2952
United States
702-579-5529

[Change Shipping Address](#)

Billing Information

Visa *****0085 \$80.37

David blake
816 Sandhill Sage St
Henderson, NV 89052-2952
United States
702-579-5529

[Change Billing Information](#)

Order Summary


Subtotal (1 items)	\$60.00
Shipping	\$15.48
Tax	\$4.89
Order Total	\$80.37

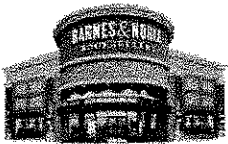
Your credit card will be charged when your order ships.

Items from Barnes & Noble

Your order is being processed ...
Expected Delivery June 22, 2016 EST

[Change Shipping Preference](#)

Item(s)	Quantity	Total	Status
 Naming Rights by Terry Burton Hardcover Gift Wrap:No	1	\$60.00	Open Cancel



Visit Your Local Store

Find Author and Storytime Events
[Find a Store >](#)



Gift Cards

Always the Perfect Gift
[Shop Now >](#)



Barnes & Noble Café

Relax and Refuel
[Visit BN Café >](#)



B&N Membership Card


Don't Miss Out on Savings
[Learn More >](#)

Thank you for your order (eStore #37623189)

INFORMATION ABOUT YOUR ORDER

Try a Checkpoint Learning CPE course and save 20% today! To show our appreciation for purchasing a product from Thomson Reuters Tax & Accounting, we would like to offer you a 20% discount on your next purchase of a Checkpoint Learning interactive online self study course or webinar. This offer cannot be combined with any other discounts or special offers and does not apply to prior purchases, subscription packages or certificate programs. Find out more about Checkpoint Learning at cl.thomsonreuters.com, and take advantage of this special offer by using code **TAXTR20** in the shopping cart.

Order Summary

Product	Quantity	Unit Price	Total Price
 Charitable Giving: Taxation, Planning, and Strategies CGSP Book	1	\$1,175.00	\$1,175.00
Subtotal			\$1,175.00
Estimated shipping			\$64.00
Estimated tax			\$100.98
Estimated total			\$1,339.98

Payment Method

For your security, Thomson Reuters does not store your credit card information.

Billing Address

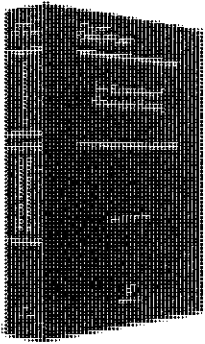
Will Kemp
3800 HOWARD
HUGHES PKWY
17TH FLOOR
LAS VEGAS, Nevada
89169-0925
United States
Business
702-385-6000

Shipping Address

Will Kemp
3800 HOWARD
HUGHES PKWY
17TH FLOOR
LAS VEGAS, Nevada
89169-0925

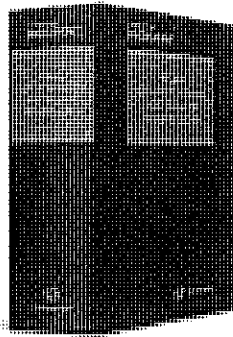
* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

YOU MAY ALSO BE INTERESTED IN



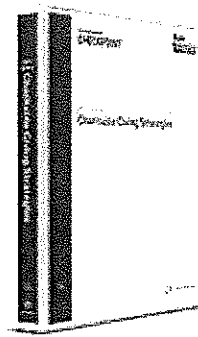
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Charitable Giving
(2016/2017 Edition)**

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**Estate Planning and
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Strategies**

PPC's Guide to Charitable Giving Strategies provides step-by-step guidance on how your clients can use charitable trusts, private foundations, pooled income funds, and other strategies to accomplish their charitable ..

United States
Business
702-385-6000

005096

005096

Capriotti's Sandwich Shop
200 Lewis Ave.
Las Vegas, NV 89101
(702) 631-1112

RANDAL

Host: Jake
RANDAL

06/15/2018
1:47 PM
20132

Capriotti's Water 1.49
Turkey Sand WW 5.99
Mayo
Mustard
NO Provolone
Swiss
Small Chips 1.29
12" Sub 8.99
Mustard
Small Med Drink 2.99

Don't let your mind or disappointment
steal your feedback in next 3 days and get
FREE SUB w PURCHASE OF SUB OR SALAD
VISIT: TELLCAPRIOTTIS.COM USE CODE:

1 234 308 100 057 113 |

Survey expires in 30 days
One survey per customer every 30 days
Valid at this Capriottis Only ***

Subtotal 20.34
Tax 1.66

More Total 22.03

Auth:062420 22.03

Tip : 5.00
TOTAL : 27.03
TOTAL :

SIGNATURE :

ADFAM
Church with
Josh & JRT
add \$5.00 tip

THANK YOU
FOR YOUR
VISIT

#176916 08/20/2016 12:25:48PM
01 CLEVER

24 T. 98	\$415.98
DEPT. 01	\$41.00
14 T. 98	
DEPT. 01	\$46.98
14 C. 98	
DEPT. 01	\$40.50
14 C. 98	
DEPT. 01	\$24.47
WEXE ST	\$2.62
TAX	

ITEMS TO CASH \$26.49

+ 6.00 Tip

COME
SEE US
AGAIN

Bill, Ma, Josh

THANK YOU
FOR YOUR
VISIT

#176920 08/20/2016 12:27:57PM
01 CLEVER

14 T. 29	\$42.29
DEPT. 01	
WEXE ST	\$2.39
TAX	\$0.19

ITEMS TO CASH \$2.48

COME
SEE US
AGAIN

Panera Bread
Cafe 4088
Las Vegas, NV 89169
Suite 100
Phone: (702) 545-9200

Accuracy Matters.

Your order should be correct every time.
If it's not, we'll fix it right away, and
give you a free treat for your trouble.
Just let any associate know.

8/22/2018

10:57:42 AM

Check Number: 324406 Cashier: Odalys

1 Napa Almd ChxSal Sdw

7.99

No Country Rustic

Sourdough Slice

1 Chips

1 Napa Almd ChxSal Sdw

7.99

No Country Rustic

Sourdough Slice

1 Chips

1 Cup LF Chx Ndl Soup

4.99

1 Apple

1 Apple

SubTotal

0.99

Tax

21.96

Total

1.81

Cash

23.77

Cash

30.00

Change

30.00

6.23

If you didn't use your MyPanera card,
keep this receipt and enter the code below
at www.mypanera.com/missedvisit
Not a member yet? Ask an Associate for
your own card and join today!

6664-4484-2247-8844-0236-56

www.panerabread.com

TOGO POS

Your Order Number is: 306
Customer / Pager: EDDIE

APP00514

Panera Bread
 Cafe 4088
 Las Vegas, NV 89169
 Suite 100
 Phone: (702)545-9200

Accuracy Matters.

Your order should be correct every time.
 If it's not, we'll fix it right away, and
 give you a free treat for your trouble.
 Just let any associate know.

8/21/2018	11:14:06 AM
Check Number: 324268	Cashier: Odalys
1 1/2 Turkey Sandwich	5.29
No Turkey	
+ Roasted Turkey	0.99
+ Swiss Cheese	0.49
1 Apple	
SubTotal	6.77
Tax	0.56
Total	7.33
Cash	8.00
Cash	8.00
Change	0.67

Log in at PaneraBread.com.
 You received a reward
 Received 1 Free Cookie
 You are 3 visits away from your next reward

MyPanera Member: xxxxxxxxxxxx07351
 MyPanera Offers Earned:
 Free Cookie: 1 [Exp Date: 10/20/18]
 Visits to Next Reward: 3
 Beverages Bought: 7

www.panerabread.com

TOGO POS
 Your Order Number is: 368
 Customer / Pager: Brooke

Panera Bread
 Cafe 4088
 Las Vegas, NV 89169
 Suite 100
 Phone: (702)545-9200

Accuracy Matters,

Your order should be correct every time.
 If it's not, we'll fix it right away, and
 give you a free treat for your trouble.
 Just let any associate know.

8/23/2018 10:48:28 AM
 Check Number: 198309 Cashier: Netanya

1 1/2 Tuna Salad Sdw 5.29

No Black Pepper Focacci

WG Pan Loaf

1 Apple

1 Flip Flop Cookie 2.69

1 RstTky Apl Chdr Sdw 9.99

No Cranberry Walnut Mic

WG Pan Loaf

1 Chips

SubTotal 17.97

Tax 1.26

Total 19.23

Cash 20.00

Cash 20.00

Change 0.77

Log in at PaneraBread.com.

You are 3 visits away from your next reward

MyPanera Member: xxxxxxxxxxx41058

MyPanera Offers Earned:

\$1 off a Sandwich or Panini: 1 [Exp Date:
 09/04/18]

Visits to Next Reward: 3

www.panerabread.com

TOGO POS

Your Order Number is: 109

Customer / Pager: Melanie

Capriotti's Sandwich Shop

200 Lewis Ave.

Las Vegas, NV 89101

(702) 631-1112

RANDALHost: Jake
RANDAL08/27/2018
11:43 AM
20060

Turkey Sand WW	5.99
Mayo	
Mustard	
NO Provolone	
Swiss	
Small Chips	1.29
9" Turkey	7.49
Mustard	
NO Red Onion	
Pickles	
Medium Drink	1.99

Did we blow your mind or disappoint?
Give us feedback in next 3 days and get
FREE SM SUB w PURCHASE OF SUB OR SALAD
Visit: TELLCAPRIOTTIS.COM USE CODE:

1 800 608 000 077 213 |

Reward expires in 30 days
One survey per customer every 30 days
**** Valid at this Capriottis Only ****

Subtotal	16.76
Tax	1.39

Here Total 18.15

VISA #XXXXXXXXXX7079	18.15
Auth:03081D	

Tip : 5-

TOTAL : 23.15

TOTAL :

SIGNATURE

Capriotti's Sandwich Shop

200 Lewis Ave.

Las Vegas, NV 89101

(702) 631-1112

RANDALLHost: Jake
RANDALL08/24/2018
11:57 AM
20071

9" Chicken Cheese Steak	7.99
F. Onions	
9" Mushroom	0.50
Medium Drink	1.99
9" Cole Turkey	7.79
Sports Drink	2.49
Small Chips	1.29

Did we blow your mind or disappoint?
Give us feedback in next 3 days and get
FREE SM SUB w PURCHASE OF SUB OR SALAD
Visit: TELLCAPRIOTTIS.COM USE CODE:

1 117 708 000 047 213 |

Reward expires in 30 days
One survey per customer every 30 days
**** Valid at this Capriottis Only ****

Subtotal	22.05
Tax	1.82

Here Total 23.87

VISA #XXXXXXXXXX7079	23.87
Auth:09922D	

Tip : 5-

TOTAL : 28.87

TOTAL :

APP00517

Adelson
2051.2

MTS + Trial prep/
Closings
JRT, Carlson, Zornier-Blake
PAS
Dine In

Jersey Mike's Subs 17011
3900 Paradise Road
Las Vegas, Nevada 89169
Phone: (702) 649-5656
Fax: 702-650-5666

Ticket: 01-000616-01-274979

Server: Sasha 09/02/18 1:02 PM

Regular #55	8.19 T
Regular #7	7.69 T
Mini #8	6.19 T
Regular #3	6.89 T
Regular CHIP	1.19 T
Regular CHIP	1.19 T
Regular CHIP	1.19 T
Regular CHIP	1.19 T

Sub Total	\$33.72
Taxable	\$33.72
8.25% Tax	\$2.78
Total	\$36.50

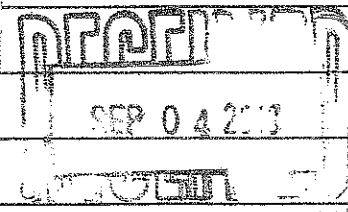
+ 1.00 TIP

Tendered cash	\$40.00
Change	\$3.50

Items sold: 8

\$37.50

DUPLICATE



mmg
Ram dell
Nate
JOSH lunch

Gordon Biersch Brewery
Las Vegas
3987 Paradise Road
Las Vegas, NV 89169
702-312-5247



Server: Angel
01:21 PM
TBL 5/1

DOB: 09/03/2018
09/03/2018
6/60001

SALE

AMEX

6291458

Card #XXXXXXXXXX2003

Magnetic card present: JONES MARK

Card Entry Method: S

Approval: 509576

Amount: \$58.18

+ Tip: 12.00

= Total: 70.18

I agree to pay the above
total amount according to the
card issuer agreement.

x

Merchant Copy

Panera Bread
Cafe 4088
Las Vegas, NV 89169
Suite 100
Phone: (702)545-9200

Accuracy Matters.

Your order should be correct every time.
If it's not, we'll fix it right away, and
give you a free treat for your trouble.
Just let any associate know.

8/28/2018 10:57:22 AM
Check Number: 325133 Cashier: Dilaila

1 1/2 Napa AlmdChx Sdw 5.79

No Country Rustic

WG Pan Loaf

1 Apple

1 Flip Flop Cookie 2.69

SubTotal 8.48

Tax 0.48

Total 8.96

Cash 9.00

Cash 9.00

Change 0.04

Log in at PaneraBread.com.

You are 1 visit away from your next reward

MyPanera Member: xxxxxxxxxxxx07351

MyPanera Offers Earned:

Visits to Next Reward: 1

www.panerabread.com

TOGO POS

Your Order Number is: 333

Customer / Pager: Brooke

Panera Bread
Cafe 4088
Las Vegas, NV 89169
Suite 100
Phone: (702)545-9200

Accuracy Matters.

Your order should be correct every time.
If it's not, we'll fix it right away, and
give you a free treat for your trouble.
Just let any associate know.

8/29/2018 11:16:24 AM
Check Number: 325180 Cashier: Dilaila
1 BBQ Chicken FB 9.29
1 BBQ Chicken FB
1 Chips
1 1/2 Tuna Salad Sdw 5.29
1 Chips
1 Choc Chipper Cookie 2.39
SubTotal 16.97
Tax 1.20
Total 18.17
Cash 20.00
Cash 20.00
Change 1.83

If you didn't use your MyPanera card,
keep this receipt and enter the code below
at www.mypanera.com/missedvisit

Not a member yet? Ask an Associate for
your own card and join today!

0078-9269-1000-4088-0351-80

www.panerabread.com

TOGO POS
Your Order Number is: 380
Customer / Pager: SAM

Panera Bread
Cafe 4088
Las Vegas, NV 89169
Suite 100
Phone: (702)545-9200

Accuracy Matters.

Your order should be correct every time.
If it's not, we'll fix it right away, and
give you a free treat for your trouble.
Just let any associate know.

8/30/2018 10:57:19 AM
Check Number: 421886 Cashier: Odalys
1 1/2 Tuna Salad Sdw 5.29
No Black Pepper Focacci
WG Pan Loaf
1 Apple
1 BBQ Chicken FB 9.29
1 BBQ Chicken FB
1 Chips
1 Flip Flop Cookie 2.69
SubTotal 17.27
Tax 1.20
Total 18.47
Cash 19.00
Cash 19.00
Change 0.53

Log in at PaneraBread.com.
You received a reward
Received 1 Free Cookie
You are 3 visits away from your next reward

MyPanera Member: xxxxxxxxxxxx07351
MyPanera Offers Earned:
Free Cookie: 1 [Exp Date: 10/29/18]
Visits to Next Reward: 3

www.panerabread.com

TOGO POS
Your Order Number is: 486
Customer / Pager: Brooke

Capriotti's Sandwich Shop
200 Lewis Ave.
Las Vegas, NV 89101
(702) 631-1112

MEL

Host: Jake
MEL

09/04/2018
12:46 PM
20155

12" Cole Turkey	8.99
Peps	
Turkey Sand WW	5.99
Mayo	
Mustard	
NO Rau Onion	
NO Provolone	
Swiss	
Small Chips	1.29

Did we blow your mind or disappoint?
Give us feedback in next 3 days and get
FREE SM SUB w PURCHASE OF SUB OR SALAD
Visit: TELLCAPRIOTTIS.COM USE CODE:

[527 609 100 047 013]

Reward expires in 30 days
One survey per customer every 30 days
**** Valid at this Capriottis Only ****

Subtotal	16.27
Tax	1.35

Here Total 17.62

Cash	20.00
------	-------

Change	2.38
---------------	-------------

--- Check Closed ---



HOLO Discovery
3016 West Charleston Blvd
Suite 170
Las Vegas, NV 89102
702.333.4321

Invoice

INVOICE 5835

DATE 9/4/2018

TERMS Net 30

DUE DATE 10/4/2018

BILL TO

Kemp Jones & Coulthard
3800 Howard Hughes Pkwy # 1700
Las Vegas, NV 89169

ORDERED BY

Pat

CLIENT MATTER

Adelson 02051.00002

REP

Jim

ACTIVITY	QTY	AMOUNT
Description: Print 3x4 exhibit boards in color.		0.00
Large Color Exhibit Board - 36"x48"	4	600.00T
Sales Tax		49.50

Project Number- 20310
Date Delivered 09/04/2018

Total Due \$649.50
Payments/Credits \$0.00
Balance Due \$649.50

Thank you for your business. Please make checks payable to HOLO Discovery.
Tax ID: 81-2158838

APP00524

INVOICE



Date	Invoice No.
08/07/18	15671

Bill To:

Kemp, Jones & Coulthard
 Attn: Accounts Payable
 3800 Howard Hughes Pkwy., 17 Fl.
 Las Vegas, Nevada 89169

P.O. NUMBER	TERMS	TAX ID #
Schwartz	Net 30	35-2192288

Date	Item	Qty.	Description	Rate	Amount
8/6/18	Video Editing	1	Shane Godfrey converted video, styled Interview #1 of Milton Schwartz, from standard DVD format to Quicktime for editing. Edited segment per Client designation. Exported video, formatted and uploaded for client access.	150.00	150.00
8/6/18	DVD	2	Two CD copies of edited video in MP4 format.	10.00	20.00
Thank you for your business.				Total	\$170.00
				Balance Due	\$170.00

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Envision Legal Solutions

700 South 3rd Street
 Las Vegas, NV 89101
 Phone: (702) 805-4800



J. Randall Jones, Esq.
 Kemp, Jones & Coulthard, LLP
 3800 Howard Hughes Parkway Seventeenth Floor
 Las Vegas, NV 89169

Invoice #1801

Date	Terms
08/08/2018	Net 30

Job #1877 on 08/02/2018

Case: Interview of Milton Schwartz

Shipped On:

Shipped Via: Digital Delivery

Staff: Monice K. Campbell

Description	Qty	Amount
Original Audio Transcription of the Interview of Milton Schwartz		
Digital Delivery	1.00	\$ 10.00
Writing Time (1 Hour)	1.00	\$ 50.00
PDF Transcript with Linked Exhibits	1.00	\$ 25.00
Original & 1 Copy (11 Pages)	1.00	\$ 55.00
		<hr/>
		\$ 140.00

Amount Due: \$ 140.00

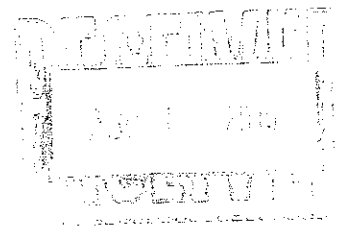
Paid: \$ 0.00

Balance Due:	\$ 140.00
Payment Due:	09/07/2018

We accept checks, VISA, Mastercard, and American Express. Please reference the invoice number when remitting payment.

Please Remit Payment to:

Envision Legal Solutions
 700 South 3rd Street
 Las Vegas, Nevada 89101
 Phone: (702) 805-4800
 Scheduling Dept. Email: scheduling@envision.legal
 Production Dept. Email: production@envision.legal
 TAX ID: 81-4246843



INVOICE



Date	Invoice No.
09/11/18	15749

Bill To:

Kemp, Jones & Coulthard
 Attn: Accounts Payable
 3800 Howard Hughes Pkwy., 17 Fl.
 Las Vegas, Nevada 89169

P.O. NUMBER	TERMS	TAX ID #
AdFam	Net 30	35-2192288

Date	Item	Qty.	Description	Rate	Amount
8/13/18	Meeting	1	Shane Godfrey (SDG) meeting with Pat Stoppard regarding exhibits and preparation for trial in the matter of Schwartz v. Adelson.	150.00	150.00
8/16/18	Courtroom Setup/Breakdown	1	SDG setup of equipment in Dept. 26, Courtroom 10D, Judge Gloria Sturman. [3-4pm]	150.00	150.00
8/17/18	Powerpoint	1	SDG create slide content for opening PowerPoint presentation.	150.00	150.00
8/17/18	Trial Preparation	2.75	SDG meeting (mtg) at Kemp Jones & Coulthard (KJC) offices regarding trial preparation and opening statement presentation. [9:45am-12:30pm]	150.00	412.50
8/19/18	Trial Preparation	7.5	(4) SDG update PowerPoint slide content for opening presentation [7am-11am]; SDG mtg at KJC offices regarding trial preparation and opening statement presentation. [1pm-4:30pm]	150.00	1,125.00
8/20/18	Trial Preparation	3.5	(2.5) SDG load and code all exhibits into TrialDirector software for trial presentation in the matter of Schwartz v. Adelson; (1) update PowerPoint and cut clip of Schwartz video.	150.00	525.00
8/21/18	Trial Preparation	6.5	(3) SDG mtg at KJC offices regarding trial preparation and opening statement presentation. [9am-12pm]; (0.5) update PowerPoint and upload draft; (3) create graphic timeline for trial and upload draft.	150.00	975.00

Thank you for your business.

Total

Balance Due \$21,409.70

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INVOICE



Date	Invoice No.
09/11/18	15749

Bill To:

Kemp, Jones & Coulthard
 Attn: Accounts Payable
 3800 Howard Hughes Pkwy., 17 Fl.
 Las Vegas, Nevada 89169

P.O. NUMBER	TERMS	TAX ID #
AdFam	Net 30	35-2192288

Date	Item	Qty.	Description	Rate	Amount
8/21/18	Printing	388	Print (4) color copies of (97) opening slides.	0.60	232.80
8/22/18	Courtroom Setup/Breakdown	1	SDG additional courtroom equipment setup.	150.00	150.00
8/22/18	Trial Preparation	1	SDG mtg at KJC regarding opening presentation. [10:15am-11:15am]	150.00	150.00
8/22/18	Printing	756	(376) Print (4) color copies of (94) opening slides; (380) Print (4) additional color copies (post changes) of (95) opening slides.	0.60	453.60
8/22/18	Trial Presentation	3	SDG trial support and presentation in the matter of Schwartz v. Adelson. [12:30pm-3:30pm]	150.00	450.00
8/23/18	Courtroom Setup/Breakdown	0.75	SDG additional courtroom equipment setup and rearrangement of layout. [8:15-9am]	150.00	112.50
8/23/18	Trial Preparation	1.25	SDG mtg at KJC regarding opening presentation. [10-11:15am]	150.00	187.50
8/23/18	Printing	380	Print (4) color copies of (95) final opening slides.	0.60	228.00
8/23/18	Trial Presentation	4.25	SDG trial support and presentation in the matter of Schwartz v. Adelson. [1pm-5:15pm]	150.00	637.50
Thank you for your business.				Total	
				Balance Due	\$21,409.70

A 3.5% credit card processing fee will be charged on all invoices paid with credit card

Call us with your next case: Trial Presentation, Video Depositions, Demonstrative Exhibits, Multimedia, PowerPoint and more!

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INVOICE



Date	Invoice No.
09/11/18	15749

Bill To:

Kemp, Jones & Coulthard
 Attn: Accounts Payable
 3800 Howard Hughes Pkwy., 17 Fl.
 Las Vegas, Nevada 89169

P.O. NUMBER	TERMS	TAX ID #
AdFam	Net 30	35-2192288

Date	Item	Qty.	Description	Rate	Amount
8/24/18	Trial Presentation	8	SDG trial support and presentation in the matter of Schwartz v. Adelson. [9am-5pm]	150.00	1,200.00
8/27/18	Trial Presentation	8.5	SDG trial support and presentation in the matter of Schwartz v. Adelson. [8:45am-5:15pm]	150.00	1,275.00
8/28/18	Trial Presentation	5	SDG trial support and presentation in the matter of Schwartz v. Adelson. [12:45pm-5:45pm]	150.00	750.00
8/29/18	Trial Presentation	5	SDG trial support and presentation in the matter of Schwartz v. Adelson. [12:45pm-5:45pm]	150.00	750.00
8/29/18	DVD	4	(4) copies of Exhibit 1116-A (Schwartz video clip) provided on DVD.	15.00	60.00
8/30/18	Trial Presentation	5	SDG trial support and presentation in the matter of Schwartz v. Adelson. [12:45pm-5:45pm]	150.00	750.00
8/31/18	Trial Presentation	6.75	SDG trial support and presentation in the matter of Schwartz v. Adelson. [8:45am-3:30pm]	150.00	1,012.50
9/2/18	Video Sync	41.5	Synchronize transcript and video of trial testimony for the following dates with video hours in paren: 8/20 (5.25); 8/21 (3.25); 8/22 (1.5); 8/23 (2.75); 8/24 (6); 8/27 (5.5); 8/28 (4.25); 8/29 (4); 8/30 (4) and 8/31 (5).	100.00	4,150.00
9/3/18	Trial Preparation	11.25	(3) SDG mtg at KJC offices regarding trial preparation and closing argument slide and graphic presentation. [9am-8:15pm]	150.00	1,687.50

Thank you for your business.

Total

Balance Due \$21,409.70

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INVOICE



Date	Invoice No.
09/11/18	15749

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 Attn: Accounts Payable
 3800 Howard Hughes Pkwy., 17 Fl.
 Las Vegas, Nevada 89169

P.O. NUMBER	TERMS	TAX ID #
AdFam	Net 30	35-2192288

Date	Item	Qty.	Description	Rate	Amount
9/3/18	Trial Preparation	1.5	SDG additonal updates to closing presentation.	150.00	225.00
9/4/18	Trial Preparation	5	SDG edit and capture clips of all trial testimony designations and insert into closing; cut clip of Schwartz video for closing; cleanup presentation and update slides.	150.00	750.00
9/4/18	Printing	528	Print (4) color copies of (132) final closing slides.	0.60	316.80
9/4/18	Trial Support	6.75	SDG trial support and presentation in the matter of Schwartz v. Adelson. [12:45pm-7:30pm]	150.00	1,012.50
9/4/18	Projector/Screen	2	Projector (5000 lumen DLP) and screen (90' x 90') weekly equipment rental fee.	450.00	900.00
9/4/18	Equipment	2	Printer (full color laser) weekly rental rate.	125.00	250.00
9/4/18	Flash Drive	1	Flash drive containing all trial videos played in closing presentation - hand delivered to Dept. 26 on 8/31/18.	20.00	20.00
9/4/18	Parking Expense	1	Parking expense - City Center Parking garage. Receipts attached.	211.00	211.00

Thank you for your business.

Total \$21,409.70

Balance Due \$21,409.70

A 3.5% credit card processing fee will be charged on all invoices paid with credit card

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455 S 3rd St
Las Vegas NV

Transaction #: 178140
PIN #: 1965
Parker #: None
Parker Group: None
In Date/Time: 08/22/18 08:08AM
Out Date/Time: 08/22/18 09:12AM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$11.00 X 1
Parking SubTotal: 11.00
Tax SubTotal: 0.00
Grand Total: 11.00

MC (3873) 11.00



Scan: TA154200034052



455 S 3rd St
Las Vegas NV

Transaction #: 178660
PIN #: 5772
Parker #: None
Parker Group: None
In Date/Time: 08/22/18 12:36PM
Out Date/Time: 08/22/18 03:32PM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$20.00 X 1
Parking SubTotal: 20.00
Tax SubTotal: 0.00
Grand Total: 20.00

MC (3873) 20.00



Scan: TA154200034156



455 S 3rd St
Las Vegas NV

Transaction #: 175184
PIN #: 5178
Parker #: None
Parker Group: None
In Date/Time: 08/16/18 03:00PM
Out Date/Time: 08/16/18 04:17PM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$11.00 X 1
Parking SubTotal: 11.00
Tax SubTotal: 0.00
Grand Total: 11.00

MC (3873) 11.00



Scan: TA15420003460



455 S 3rd St
Las Vegas NV

Transaction #: 180265
PIN #: 8947
Parker #: None
Parker Group: None
In Date/Time: 08/24/18 07:41AM
Out Date/Time: 08/24/18 05:13PM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$23.00 X 1
Parking SubTotal: 23.00
Tax SubTotal: 0.00
Grand Total: 23.00

MC (3873) 23.00



Scan: TA154200034398



455 S 3rd St
Las Vegas NV

Transaction #: 179659
PIN #: 8271
Parker #: None
Parker Group: None
In Date/Time: 08/23/18 01:08PM
Out Date/Time: 08/23/18 05:15PM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$23.00 X 1
Parking SubTotal: 23.00
Tax SubTotal: 0.00
Grand Total: 23.00

MC (3873) 23.00



Scan: TA154200034348



455 S 3rd St
Las Vegas NV

Transaction #: 179008
PIN #: 4499
Parker #: None
Parker Group: None
In Date/Time: 08/23/18 08:19AM
Out Date/Time: 08/23/18 09:01AM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$0.00 X 1
Parking SubTotal: 0.00
Tax SubTotal: 0.00
Grand Total: 0.00

MC (3873) 0.00



Scan: TA154200034255



455 S 3rd St
Las Vegas NV

Transaction #: 182330
PIN #: 4330
Parker #: None
Parker Group: None
In Date/Time: 08/28/18 11:45AM
Out Date/Time: 08/28/18 05:45PM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$23.00 X 1
Parking SubTotal: 23.00
Tax SubTotal: 0.00
Grand Total: 23.00

MC (3873) 23.00



Scan: TA154200034400



455 S 3rd St
Las Vegas NV

Transaction #: 180894
PIN #: 1814
Parker #: None
Parker Group: None
In Date/Time: 08/27/18 08:35AM
Out Date/Time: 08/27/18 11:52AM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$23.00 X 1
Parking SubTotal: 23.00
Tax SubTotal: 0.00
Grand Total: 23.00

MC (3873) 23.00



Scan: TA154200034447



455 S 3rd St
Las Vegas NV

Transaction #: 181351
PIN #: 9096
Parker #: None
Parker Group: None
In Date/Time: 08/27/18 12:41PM
Out Date/Time: 08/27/18 05:23PM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$23.00 X 1
Parking SubTotal: 23.00
Tax SubTotal: 0.00
Grand Total: 23.00

MC (3873) 23.00



APP00531
Scan: TA154200034718

005116

005116

005116



455 S 3rd St
Las Vegas NV



455 S 3rd St
Las Vegas NV

005117

Transaction #: 183999
PIN #: 6992
Parker #: None
Parker Group: None
In Date/Time: 08/30/18 12:37PM
Out Date/Time: 08/30/18 05:54PM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$23.00 X 1
Parking SubTotal: 23.00
Tax SubTotal: 0.00
Grand Total: 23.00

MC (3873) 23.00



Scan: TA1542000035276

Transaction #: 183162
PIN #: 3914
Parker #: None
Parker Group: None
In Date/Time: 08/29/18 12:45PM
Out Date/Time: 08/29/18 05:54PM
Parking Type: Self Park
Rate: - GENERAL RATE -
\$23.00 X 1
Parking SubTotal: 23.00
Tax SubTotal: 0.00
Grand Total: 23.00

MC (3873) 23.00



Scan: TA1542000035085

005117

005117



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EIGHTH JUDICIAL DISTRICT COURT

REGIONAL JUSTICE CENTER

200 LEWIS AVENUE

LAS VEGAS, NEVADA 89155

(702) 671-0880 office

Gloria J. Sturman

DISTRICT COURT JUDGE

DEPARTMENT XXVI

Kerry Esparza -- Court Recorder

Esparzak@clarkcountycourts.us

TRANSCRIPT/CD ORDER FORMDATE OF REQUEST: 7.16.18 CASE NO: 07 P 061300DATE OF HEARING: 6.7.18NAME OF CASE: In the Matter of the Estate of Milton L. SchwartzPLEASE CHECK REQUEST(S): ☒ CD (\$25) ☐ TranscriptEmail address is: e.bennett@Kerryjones.com

[CDs cannot be purchased to prepare your own official transcript]

(Transcript costs depend on turnaround and per statute. Per page rates given): \$8.03 in 24 hrs; \$6.01 in 48 hrs; \$5.01 in 4 days; and \$3.80 up to 30 days).

DEADLINE FOR TRANSCRIPT: 7.17.18NAME OF ATTORNEY: Randall JonesTELEPHONE NUMBER: 702.385.6000 (Erica)

If you wish to have it completed by a certain date, we will try to accommodate your request. Thank you.

Figure 1. The effect of the concentration of the solution on the adsorption of the dye. The concentration of the solution was 0.01, 0.02, 0.03, 0.04, 0.05, 0.06, 0.07, 0.08, 0.09, 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 1.5, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 15.0, 20.0, 30.0, 40.0, 50.0, 60.0, 70.0, 80.0, 90.0, 100.0, 150.0, 200.0, 300.0, 400.0, 500.0, 600.0, 700.0, 800.0, 900.0, 1000.0, 1500.0, 2000.0, 3000.0, 4000.0, 5000.0, 6000.0, 7000.0, 8000.0, 9000.0, 10000.0, 15000.0, 20000.0, 30000.0, 40000.0, 50000.0, 60000.0, 70000.0, 80000.0, 90000.0, 100000.0, 150000.0, 200000.0, 300000.0, 400000.0, 500000.0, 600000.0, 700000.0, 800000.0, 900000.0, 1000000.0, 1500000.0, 2000000.0, 3000000.0, 4000000.0, 5000000.0, 6000000.0, 7000000.0, 8000000.0, 9000000.0, 10000000.0, 15000000.0, 20000000.0, 30000000.0, 40000000.0, 50000000.0, 60000000.0, 70000000.0, 80000000.0, 90000000.0, 100000000.0, 150000000.0, 200000000.0, 300000000.0, 400000000.0, 500000000.0, 600000000.0, 700000000.0, 800000000.0, 900000000.0, 1000000000.0, 1500000000.0, 2000000000.0, 3000000000.0, 4000000000.0, 5000000000.0, 6000000000.0, 7000000000.0, 8000000000.0, 9000000000.0, 10000000000.0, 15000000000.0, 20000000000.0, 30000000000.0, 40000000000.0, 50000000000.0, 60000000000.0, 70000000000.0, 80000000000.0, 90000000000.0, 100000000000.0, 150000000000.0, 200000000000.0, 300000000000.0, 400000000000.0, 500000000000.0, 600000000000.0, 700000000000.0, 800000000000.0, 900000000000.0, 1000000000000.0, 1500000000000.0, 2000000000000.0, 3000000000000.0, 4000000000000.0, 5000000000000.0, 6000000000000.0, 7000000000000.0, 8000000000000.0, 9000000000000.0, 10000000000000.0, 15000000000000.0, 20000000000000.0, 30000000000000.0, 40000000000000.0, 50000000000000.0, 60000000000000.0, 70000000000000.0, 80000000000000.0, 90000000000000.0, 100000000000000.0, 150000000000000.0, 200000000000000.0, 300000000000000.0, 400000000000000.0, 500000000000000.0, 600000000000000.0, 700000000000000.0, 800000000000000.0, 900000000000000.0, 1000000000000000.0, 1500000000000000.0, 2000000000000000.0, 3000000000000000.0, 4000000000000000.0, 5000000000000000.0, 6000000000000000.0, 7000000000000000.0, 8000000000000000.0, 9000000000000000.0, 10000000000000000.0, 15000000000000000.0, 20000000000000000.0, 30000000000000000.0, 40000000000000000.0, 50000000000000000.0, 60000000000000000.0, 70000000000000000.0, 80000000000000000.0, 90000000000000000.0, 100000000000000000.0, 150000000000000000.0, 200000000000000000.0, 300000000000000000.0, 400000000000000000.0, 500000000000000000.0, 600000000000000000.0, 700000000000000000.0, 800000000000000000.0, 900000000000000000.0, 1000000000000000000.0, 1500000000000000000.0, 2000000000000000000.0, 3000000000000000000.0, 4000000000000000000.0, 5000000000000000000.0, 6000000000000000000.0, 7000000000000000000.0, 8000000000000000000.0, 9000000000000000000.0, 10000000000000000000.0, 15000000000000000000.0, 20000000000000000000.0, 30000000000000000000.0, 40000000000000000000.0, 50000000000000000000.0, 60000000000000000000.0, 70000000000000000000.0, 80000000000000000000.0, 90000000000000000000.0, 100000000000000000000.0, 150000000000000000000.0, 200000000000000000000.0, 300000000000000000000.0, 400000000000000000000.0, 500000000000000000000.0, 600000000000000000000.0, 700000000000000000000.0, 800000000000000000000.0, 900000000000000000000.0, 1000000000000000000000.0, 1500000000000000000000.0, 2000000000000000000000.0, 3000000000000000000000.0, 4000000000000000000000.0, 5000000000000000000000.0, 6000000000000000000000.0, 7000000000000000000000.0, 8000000000000000000000.0, 9000000000000000000000.0, 10000000000000000000000.0, 15000000000000000000000.0, 20000000000000000000000.0, 30000000000000000000000.0, 40000000000000000000000.0, 50000000000000000000000.0, 60000000000000000000000.0, 70000000000000000000000.0, 80000000000000000000000.0, 90000000000000000000000.0, 100000000000000000000000.0, 150000000000000000000000.0, 200000000000000000000000.0, 300000000000000000000000.0, 400000000000000000000000.0, 500000000000000000000000.0, 600000000000000000000000.0, 700000000000000000000000.0, 800000000000000000000000.0, 900000000000000000000000.0, 10000000

005119

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RECORDER/TRANSCRIBER BILLING INFORMATION

DATE OF INVOICE: 7/20/18

CASE NO:	P-061300		
CASE NAME:	ESTATE OF MILTON I. SCHWARTZ		
HEARING DATE(S):	7/19/18		
DEPT. NO:	XXVI		
REQUESTOR/PAYOR:	Erica on behalf of Atty. Jones		
FIRM NAME:	Kemp Jones		
PHONE/EMAIL:	(702) 385-6000//e.bennett@kempjones.com		
PAYABLE TO:	<u>MAKE CHECK PAYABLE TO:</u> Clark County Treasurer County Tax ID#: 88-6000028 (Include case number on check) <u>MAILING ADDRESS:</u> Regional Justice Center, Fiscal Services Attn: Jennifer Garcia, 200 Lewis Avenue, Las Vegas, NV 89155 <u>PAY BY PHONE:</u> CASHIER AT (702) 671-4507		
BILL AMOUNT:	1	CDs/DVDs @ \$25 each =	\$25.00
	1	Hours @ \$40 an hour recording fee	\$40.00
	Pages@	per page of trans.	
	Total:		\$65.00
PAYABLE TO OUTSIDE TRANSCRIBER:			
BILL AMOUNT:		pages @	per page of trans.
DATE PAID:			
	TRANSCRIPTS WILL NOT BE FILED OR RELEASED UNTIL PAYMENT IS RECEIVED		

005120

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INVOICE



Date	Invoice No.
08/07/18	15671

Bill To:

Kemp, Jones & Coulthard
 Attn: Accounts Payable
 3800 Howard Hughes Pkwy., 17 Fl.
 Las Vegas, Nevada 89169

P.O. NUMBER	TERMS	TAX ID #
Schwartz	Net 30	35-2192288

Date	Item	Qty.	Description	Rate	Amount
8/6/18	Video Editing	1	Shane Godfrey converted video, styled Interview #1 of Milton Schwartz, from standard DVD format to Quicktime for editing. Edited segment per Client designation. Exported video, formatted and uploaded for client access.	150.00	150.00
8/6/18	DVD	2	Two CD copies of edited video in MP4 format.	10.00	20.00
Thank you for your business.				Total	\$170.00
				Balance Due	\$170.00

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HOLO Discovery
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Las Vegas, NV 89102
702.333.4321

Invoice

INVOICE 5684

DATE 8/14/2018

TERMS Net 30

DUE DATE 9/13/2018

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Kemp Jones & Coulthard
3800 Howard Hughes Pkwy # 1700
Las Vegas, NV 89169

ORDERED BY

Pat

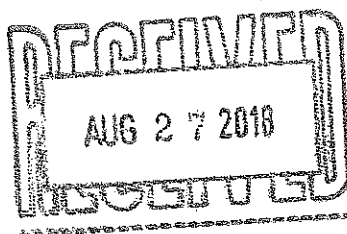
CLIENT MATTER

Estate Schwartz

REP

Jim

ACTIVITY	QTY	AMOUNT
CLIENT MATTER: Estate of Milton I. Schwartz		0.00
Description: Print documents, tab and place in binders x3.		
Black and White Printing Services	410 17,184	1,718.40T
Index Tabs - 100+, AA+	145 921	414.45T
CD Duplication	12 3	36.00T
2 Inch Binder	20 6	60.00T
4 Inch Binder	16 30	480.00T
Sales Tax		223.48



Project Number- 20196
Date Delivered 08/14/2018

Total Due \$2,932.33

Payments/Credits \$0.00

Balance Due \$2,932.33

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Tax ID: 81-2158838

APP00537

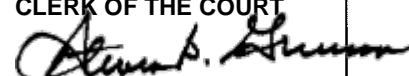
RECORDER/TRANSCRIBER BILLING INFORMATION

DATE OF INVOICE: 9/6/18

CASE NO:	P061300		
CASE NAME:	In the Matter of the Estate of Milton Schwartz		
HEARING DATE(S):	(RECORDING FEE) TRIAL DATES FROM 8/20/18 TO 9/4/18		
DEPT. NO:	XXVI		
REQUESTOR/PAYOR: FIRM NAME: PHONE/EMAIL:	Atty. Carlson on behalf of Trial Counsel (Jones and Carlson) Kemp Jones (702) 869-8801//j.carlson@kempjones.com		
PAYABLE TO:	<u>MAKE CHECK PAYABLE TO:</u> Clark County Treasurer County Tax ID#: 88-6000028 (Include case number on check) <u>MAILING ADDRESS:</u> Regional Justice Center, Fiscal Services Attn: Jennifer Garcia, 200 Lewis Avenue, Las Vegas, NV 89155 <u>PAY BY PHONE:</u> CASHIER AT (702) 671-4507		
BILL AMOUNT:	4	CDs/DVDs @ \$25 each =	\$100.00
	24.75	Hours @ \$40 an hour recording fee	\$990.00
	Pages@	per page of trans.	
	Total: 49.5 hrs equals 1,980 and one half is \$990.00		\$1,090.00
PAYABLE TO OUTSIDE TRANSCRIBER:			
BILL AMOUNT:		pages @	per page of trans.
DATE PAID:			
TRANSCRIPTS WILL NOT BE FILED OR RELEASED UNTIL PAYMENT IS RECEIVED			

88

88



Alan D. Freer (#7706)
Alexander G. LeVeque (#11183)
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: 702.853.5483
Facsimile: 702.853.5485
afreer@sdfnlaw.com
aleveque@sdfnlaw.com

*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-07-061300-E
Dept.: 26/Probate


Hearing Date:
Hearing Time:

**MOTION TO RETAX COSTS PURSUANT TO NRS 18.110(4) AND TO DEFER AWARD
OF COSTS UNTIL ALL CLAIMS ARE FULLY ADJUDICATED**

A. Jonathan Schwartz ("Executor" or "Jonathan"), Executor of the Estate of Milton I. Schwartz (the "Estate"), by and through his counsel, Alan D. Freer, Esq. and Alexander G. LeVeque, Esq., of the law firm of Solomon Dwiggins & Freer, Ltd., hereby submits his Motion to Retax Costs Pursuant to NRS 18.110(4) and to Defer Award of Costs Until All Claims are Fully Adjudicated (the "Motion"). This Motion is made and based upon the pleadings and papers on file in this action, the attached Memorandum of Points and Authorities, all attached exhibits, and any oral argument that this Honorable Court may entertain at the time of hearing.

Dated this 16th day of October, 2018.

SOLOMON DWIGGINS & FREER, LTD.



Alan D. Freer, Esq., Bar No. 7706
Alexander G. LeVeque, Esq., Bar No. 11183
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

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

NOTICE OF MOTION


TO: All Interested Parties; and

TO: All Counsel of Record

PLEASE TAKE NOTICE that A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz, will bring the foregoing MOTION TO RETAX COSTS PURSUANT TO NRS 18.110(4) AND TO DEFER AWARD OF COSTS UNTIL ALL CLAIMS ARE FULLY ADJUDICATED on for hearing on the **29** day of **Nov.**, 2018, at **9:30** a.m./p.m. before Department XXVI of the Eighth Judicial District Court, located at 200 Lewis Avenue, Las Vegas, NV 89101.

Dated this 16th day of October, 2018.

SOLOMON DWIGGINS & FREER, LTD.


 Alan D. Freer, Esq., Bar No. 7706
 Alexander G. LeVeque, Esq., Bar No. 11183
 9060 West Cheyenne Avenue
 Las Vegas, Nevada 89129

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF RELEVANT FACTS.

1. On or about May 3, 2013, the School¹ filed its Petition to Compel Distribution, for Accounting and for Attorneys' Fees (the "Petition to Compel"), alleging, in relevant part, that the Executor failed to distribute \$500,000 to the School based upon Section 2.3 of Milton I. Schwartz's ("Decedent") Last Will and Testament, dated February 5, 2004 (the "Will"). Also within the Petition to Compel is the School's request for an order compelling the Executor to distribute \$500,000 to the School.

2. On or about May 28, 2013, the Executor filed his Petition for Declaratory Relief, asserting the following claims: (i) Construction of Decedent's Will; (ii) Fraud in the inducement;

¹ The Dr. Miriam and Sheldon G. Adelson Educational Institute (the "School").

1 (iii) Bequest Void for Mistake; (iv) Offset of Bequest Under Will; (v) Breach of Contract; and
 2 (vi) Revocation of Gift and Constructive Trust.

3 3. On or about May 28, 2013, the Executor also filed his Objection to Petition to
 4 Compel,² arguing in defense of thereof: (i) the \$500,000 bequest in the Decedent's Will lapsed
 5 because the intended recipient, the Milton I. Schwartz Hebrew Academy, no longer existed; (ii)
 6 the bequest was induced by fraudulent misrepresentations; (iii) the bequest, even if valid, is offset
 7 by the Estate's claims for damages; and (iv) the bequest is abated as the Estate had insufficient
 8 funds to meet all bequests within the Will.

9 4. On August 7, 2018, the Executor filed The Estate's Pretrial Memorandum, setting
 10 forth the claims to be adjudicated at trial: (i) Construction of the Decedent's Will; (ii) fraud in the
 11 inducement; (iii) breach of contract; and (iv) promissory estoppel/revocation of gifts based on
 12 mistake. Within the Estate's Pretrial Memorandum, the Executor also identified the Estate's
 13 affirmative defenses to be adjudicated at trial, namely: (i) the bequest is void for mistake; (ii)
 14 offset of the bequest under the Will; (iii) revocation of the bequest and constructive trust; and (iv)
 15 fraud in the inducement. The Estate further identified the defense of abatement of the gift to be
 16 abandoned at trial.

17 5. On August 7, 2018, the School filed The Adelson Campus' Pre-Trial
 18 Memorandum, setting forth its claims to be adjudicated at trial: (i) an order compelling the
 19 distribution of \$500,000 to the School. Within the Adelson Campus' Pre-Trial Memorandum, the
 20 School also set forth its affirmative defenses to be adjudicated at trial: (i) failure to state a claim
 21 upon which relief can be granted; (ii) Estate failed to timely file cause of action, including claims
 22 for relief in the Petition for Declaratory Relief, specifically including, the Estate's claims for
 23 breach of contract and fraud in the inducement; (iii) failure to have naming rights agreement per
 24 Statute of Frauds; (iv) failure to timely contest the Will; (v) the bequest is unambiguous; (vi) the
 25 Estate has unclean hands; (vii) per NRCP 12(h)(2) a defense for failure to state a claim may be

26
 27 ² The Objection to Petition to Compel Distribution, for Accounting and for Attorneys' Fees
 28 and Ex Parte Petition for Order to Issue Citations to Appear and Show Cause (the "Objection to
 Petition to Compel").

1 Alan D. Freer (#7706)
 2 Alexander G. LeVeque (#11183)
 3 SOLOMON DWIGGINS & FREER, LTD.
 4 9060 West Cheyenne Avenue
 5 Las Vegas, Nevada 89129
 Telephone: 702.853.5483
 Facsimile: 702.853.5485
afreer@sdfnvlaw.com
aleveque@sdfnvlaw.com

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

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Estate of:

11 MILTON I. SCHWARTZ,

12 Deceased.

Case No.: P-07-061300-E
 Dept.: 26/Probate


Hearing Date:
 Hearing Time:

13 **MOTION TO RETAX COSTS PURSUANT TO NRS 18.110(4) AND TO DEFER AWARD**
 14 **OF COSTS UNTIL ALL CLAIMS ARE FULLY ADJUDICATED**

15 A. Jonathan Schwartz ("Executor" or "Jonathan"), Executor of the Estate of Milton I.
 16 Schwartz (the "Estate"), by and through his counsel, Alan D. Freer, Esq. and Alexander G.
 17 LeVeque, Esq., of the law firm of Solomon Dwiggin & Freer, Ltd., hereby submits his Motion to
 18 Retax Costs Pursuant to NRS 18.110(4) and to Defer Award of Costs Until All Claims are Fully
 19 Adjudicated (the "Motion"). This Motion is made and based upon the pleadings and papers on
 20 file in this action, the attached Memorandum of Points and Authorities, all attached exhibits, and
 21 any oral argument that this Honorable Court may entertain at the time of hearing.

22 Dated this 16th day of October, 2018.

23 SOLOMON DWIGGINS & FREER, LTD.

24 
 25 Alan D. Freer, Esq., Bar No. 7706
 26 Alexander G. LeVeque, Esq., Bar No. 11183
 27 9060 West Cheyenne Avenue
 28 Las Vegas, Nevada 89129

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

NOTICE OF MOTION


TO: All Interested Parties; and

TO: All Counsel of Record

PLEASE TAKE NOTICE that A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz, will bring the foregoing MOTION TO RETAX COSTS PURSUANT TO NRS 18.110(4) AND TO DEFER AWARD OF COSTS UNTIL ALL CLAIMS ARE FULLY ADJUDICATED on for hearing on the ____ day of _____, 2018, at _____ a.m./p.m. before Department XXVI of the Eighth Judicial District Court, located at 200 Lewis Avenue, Las Vegas, NV 89101.

Dated this 16th day of October, 2018.

SOLOMON DWIGGINS & FREER, LTD.


 Alan D. Freer, Esq., Bar No. 7706
 Alexander G. LeVeque, Esq., Bar No. 11183
 9060 West Cheyenne Avenue
 Las Vegas, Nevada 89129

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF RELEVANT FACTS.

1. On or about May 3, 2013, the School¹ filed its Petition to Compel Distribution, for Accounting and for Attorneys' Fees (the "Petition to Compel"), alleging, in relevant part, that the Executor failed to distribute \$500,000 to the School based upon Section 2.3 of Milton I. Schwartz's ("Decedent") Last Will and Testament, dated February 5, 2004 (the "Will"). Also within the Petition to Compel is the School's request for an order compelling the Executor to distribute \$500,000 to the School.

2. On or about May 28, 2013, the Executor filed his Petition for Declaratory Relief, asserting the following claims: (i) Construction of Decedent's Will; (ii) Fraud in the inducement;

¹ The Dr. Miriam and Sheldon G. Adelson Educational Institute (the "School").

(iii) Bequest Void for Mistake; (iv) Offset of Bequest Under Will; (v) Breach of Contract; and (vi) Revocation of Gift and Constructive Trust.

3. On or about May 28, 2013, the Executor also filed his Objection to Petition to Compel,² arguing in defense of thereof: (i) the \$500,000 bequest in the Decedent's Will lapsed because the intended recipient, the Milton I. Schwartz Hebrew Academy, no longer existed; (ii) the bequest was induced by fraudulent misrepresentations; (iii) the bequest, even if valid, is offset by the Estate's claims for damages; and (iv) the bequest is abated as the Estate had insufficient funds to meet all bequests within the Will.

4. On August 7, 2018, the Executor filed The Estate's Pretrial Memorandum, setting forth the claims to be adjudicated at trial: (i) Construction of the Decedent's Will; (ii) fraud in the inducement; (iii) breach of contract; and (iv) promissory estoppel/revocation of gifts based on mistake. Within the Estate's Pretrial Memorandum, the Executor also identified the Estate's affirmative defenses to be adjudicated at trial, namely: (i) the bequest is void for mistake; (ii) offset of the bequest under the Will; (iii) revocation of the bequest and constructive trust; and (iv) fraud in the inducement. The Estate further identified the defense of abatement of the gift to be abandoned at trial.

5. On August 7, 2018, the School filed The Adelson Campus' Pre-Trial Memorandum, setting forth its claims to be adjudicated at trial: (i) an order compelling the distribution of \$500,000 to the School. Within the Adelson Campus' Pre-Trial Memorandum, the School also set forth its affirmative defenses to be adjudicated at trial: (i) failure to state a claim upon which relief can be granted; (ii) Estate failed to timely file cause of action, including claims for relief in the Petition for Declaratory Relief, specifically including, the Estate's claims for breach of contract and fraud in the inducement; (iii) failure to have naming rights agreement per Statute of Frauds; (iv) failure to timely contest the Will; (v) the bequest is unambiguous; (vi) the Estate has unclean hands; (vii) per NRCP 12(h)(2) a defense for failure to state a claim may be

² The Objection to Petition to Compel Distribution, for Accounting and for Attorneys' Fees and Ex Parte Petition for Order to Issue Citations to Appear and Show Cause (the "Objection to Petition to Compel").

1 granted in any pleading per NRCP 7(a), by motion for judgment on the pleadings, or at trial; and
 2 (viii) the Estate improperly plead remedies as affirmative defenses, and, therefore cannot prevail
 3 on such causes of action.

4 6. The trial for this matter commenced on August 20, 2018, and after several days of
 5 trail, concluded on September 5, 2018, wherein the jury found: "Milton I. Schwartz did not have a
 6 naming rights contract. He [Milton I. Schwartz] intended the Bequest be made only to a school
 7 known as the 'Milton I. Schwartz Hebrew Academy' for the purposes set forth in the Bequest.
 8 [A]nd Milton I. Schwartz made the Bequest based on his belief that he had a naming rights
 9 agreement with the school which wa[s] in perpetuity." *See*, Verdict, dated September 5, 2018, a
 10 true and correct copy of which is attached hereto as **Exhibit 1**.

11 7. On October 5, 2018, the School, by and through its counsel, J. Randall Jones, Esq.
 12 ("Mr. Jones") and Joshua D. Carlson, Esq. ("Mr. Carlson"), of the law firm of Kemp Jones &
 13 Coulthard, LLP, filed the Notice of Entry of Judgment on Jury Verdict (the "Judgment on Jury
 14 Verdict"). *See*, Judgment on Jury Verdict, a true and correct copy of which is attached hereto as
 15 **Exhibit 2**.

16 8. To date, the only claim that has proceeded to final judgment is the Estate's claims
 17 against the School relating to breach of contract (which included the Estate's requested remedies
 18 of specific performance and injunctive relief). Therefore, there are still numerous claims that
 19 have not been adjudicated by the Court, including, but not limited to, the School's claim for an
 20 order compelling distribution of the \$500,000 pursuant to the Will, and the Estate's claim for
 21 rescission of inter vivos gifts made to the School by Decedent based upon donative mistake.

22 9. Notwithstanding the fact that numerous claims remain unresolved and otherwise
 23 have not proceeded to judgment, the School filed The Dr. Miriam and Sheldon G. Adelson
 24 Educational Institute's Verified Memorandum of Costs pursuant to NRS 18.005 and 18.110 on
 25 October 11, 2018 (the "Memo of Costs"), seeking recoupment of \$95,758.51 in costs that were
 26 purportedly necessarily incurred in this action.³

27
 28 ³ *See*, Memo of Costs, previously filed with this Court on October 11, 2018, at p. 1:22-23.

10. In addition to the Memo of Costs, the School filed two (2) appendixes in support thereof.

II. THE COURT SHOULD NOT AWARD ANY COSTS UNTIL ALL CLAIMS ARE FULLY ADJUDICATED.

As set forth above, there remain several significant claims and defenses that have yet to be reduced to a final judgment. As such, the School's Memo for Costs and request to recoup the costs it incurred based solely upon the Judgment on Jury Verdict is premature, at best. While it is understood that a party need not prevail on all of its claims to be deemed the "prevailing party", prior to an award of costs, there must be a determination as to which party is the "prevailing party." Indeed, the recovery of costs pursuant to NRS 18.020 and NRS 18.050 is expressly limited to the "prevailing party." See, NRS 18.020 (providing in relevant part that "[c]osts must be allowed of course to the prevailing party...") (emphasis added); see also, NRS 18.050 (providing in relevant part that "part of the prevailing party's costs may be allowed...") (emphasis added).

"[T]he term 'prevailing party' is broadly construed so as to encompass plaintiffs, counterclaimants, and defendants." Valley Elec. Ass'n v. Overfield, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (Nev. 2005). As such, irrespective of the parties' title in the litigation (i.e. plaintiff or defendant), a party may be deemed the "prevailing party" "if it succeeds on any significant issue in litigation which achieves some of the benefit in bringing the suit." *Id*; see also, Golightly & Vannah, PLLC v. TJ Allen, LLC, 132 Nev. Adv. Op. 41, 373 P.3d 103, 107 (Nev. 2016) (holding that under NRS 18.020(3) and NRS 18.050, a prevailing party is the party who wins "on at least one of its claims.").

In order to be considered a "prevailing party," the causes of action litigated must be reduced to a final judgment. In Eberle v. State ex rel. Nell. J. Redfield Trust, 108 Nev. 587, 590, 836 P.2d 67, 69 (Nev. 1992), the Nevada Supreme Court held that "a party cannot be considered a prevailing party in an action that has not proceeded to judgment." (Emphasis added). See also, Bentley v. State, Office of State Engineer, 2016 WL 3856572, Slip Copy, at 11 (Nev. 2016) (holding that "[t]o be a prevailing party, a party need not succeed on every issue,"

1 but the action must proceed to judgment.) (quoting Las Vegas Metro. Police Dep't v.
 2 Blackjack Bonding, Inc., 131 Nev.Adv.Op. 10, 343 P.3d 608, 615 (Nev. 2015)). (Emphasis
 3 added). While the Judgment on Jury Verdict has been entered, the entirety of this action has not
 4 proceeded to judgment. As such, it is impossible to determine which party is the prevailing party
 5 entitled to costs.

6 In order to determine who the prevailing party is, there must first be a resolution of all
 7 claims submitted to this Court for adjudication. Indeed, several surrounding jurisdictions have
 8 held the same. For example, in Reyher v. State Farm Mut. Auto Ins. Co., (Colo. Ct. App. 2012),
 9 the Colorado Court of appeals held that “a determination of whether a party is a prevailing party
 10 under Colorado Rule of Civil Procedure 54(d) ‘must await resolution of claims’ that remain
 11 pending and unresolved in the trial court.” (Emphasis added) (citing Matter of Water Rights of
 12 Bd. of County Com’rs of County of Arapahoe, 891 P.2d 981, 984 (Colo. 1995) (En Banc).
 13 Colorado Rule of Civil Procedure (“CRCP”) 54(d) is analogous to NRS 18.020 in that CRCP
 14 54(d) permits a prevailing party to recoup costs. Additionally, the California Court of Appeals
 15 reversed an award of attorney’s fees “because any prevailing-party determination must be made
 16 upon the final resolution of all claims, including those remanded to the trial court.” Rincon EV
 17 Realty LLC v. CP III Rincon Towers, Inc., 2017 WL 5712140, Slip Copy, at 1 (Cal. Ct. App.
 18 2017) (Emphasis added).

19 Such an approach from surrounding jurisdictions regarding the determination of the
 20 “prevailing party” is practical in that it avoids situations like the one at hand, namely, the School
 21 assuming it is the “prevailing party” based upon the resolution of one (1) issue and prematurely
 22 requesting costs prior to this Court determining which party is the “prevailing party.” Certainly,
 23 in the event that the Estate prevails on its remaining claims and defenses, this Court could
 24 reasonably conclude that the Estate is the prevailing party entitled to recover its costs pursuant to
 25 NRS 18.020 and NRS 18.050.

26 Specifically, if the Estate prevails on its unresolved claim for rescission of inter vivos gifts
 27 made by Decedent based upon donative mistake, the Estate’s net recovery could very well exceed
 28

1 \$2.7 million including prejudgment interest, and the Estate would be the prevailing party entitled
 2 to recover costs.⁴ In Parodi v. Budetti, 115 Nev. 236, 984 P.2d 172 (Nev. 1999), the Nevada
 3 Supreme Court was faced with an issue of first impression, namely, the “application of NRS
 4 18.010 and 18.020 to consolidated cases involving separate and distinct claims.” *Id.*, at 241, 984
 5 P.2d, at 175. Specifically, in Parodi, both parties were considered the “prevailing party” on
 6 separate claims they asserted against each other in a consolidated matter.

7 In determining the amount of costs to be awarded to the “prevailing parties,” the Court
 8 held as follows:

9 “We see no reason to treat multiple lawsuits which have been consolidated into
 10 one action differently from multiple claims filed in a single action...Thus, in cases
 11 where separate and distinct suits have been consolidated into one action, the trial
 12 court must offset all awards of monetary damages to determine which side is the
 13 prevailing party [and] [t]he trial court would then award the costs to the prevailing
 party pursuant to NRS 18.020 and proceed with the discretionary analysis under
 NRS 18.020(2)(a) to determine if the fees are warranted.” Parodi, 115 Nev., at
 241-42, 984 P.2d, at 175.

14 After offsetting the monetary awards, the Court looked to see which party had a greater net
 15 verdict, and found that such party was, in fact, the “prevailing party” entitled to fees and costs. *Id.*

16 In the matter at hand, there are several separate and distinct claims that have been litigated
 17 in the same matter. However, as many of the separate and distinct claims and defenses are
 18 unresolved, and there has been no determination as to which party had a greater net verdict, there
 19 can be no determination as to which party is the “prevailing party” according to Parodi.
 20 Moreover, it would be inequitable to permit the School to recoup any costs prior to such
 21 determination, especially if the Estate is later determined to be the prevailing party based upon
 22 “net verdict.”

23 Additionally, NRS 18.050 permits a court to apportion the costs between the parties. *See*,
 24 NRS 18.050. As such, in the event that the Estate prevails on its non-monetary claims (*e.g.*
 25 construction of will), this Court may exercise its discretion and apportion the fees between the
 26

27 ⁴ See, Prejudgment Interest Spreadsheet, a true and correct copy being attached hereto as
 28 **Exhibit 3.**

1 parties. However, until all claims and defenses are reduced to final judgment, apportionment of
2 the costs among the parties is not possible.

3 Based upon the foregoing, the Executor respectfully requests that this Court defer a
4 determination of any award of costs to either party until such time that all claims and defenses are
5 reduced to final judgment.

6 **II. THE SCHOOL'S COSTS SHOULD NEVERTHELESS BE RE-TAXED.**

7 NRS 18.020(3) provides that "[c]osts must be allowed of course to the prevailing party
8 against any adverse party against whom judgment is rendered...[i]n an action for recovery of
9 money or damages, where the plaintiff seeks to recover more than \$2,500." Additionally, NRS
10 18.050 provides as follows:

11 "Except as limited by this section, in other actions in the district court, part or all
12 of the prevailing party's costs may be allowed and may be apportioned between
13 the parties, or on the same or adverse sides. If, in the judgment of the court, the
14 plaintiff believes he or she was justified in bringing the action in the district court,
and the plaintiff recovers at least \$700 in money or damages, or personal property
of that value, the court may allow the plaintiff part or all of his or her costs."

15 **A. The School Improperly Requested Payment of Costs that the Parties' Respective Counsel Stipulated Would be Paid Equally by the Parties.**

16 Within Volume 1 of the Appendixes filed contemporaneously with the Memo of Costs,
17 the School included a spreadsheet in support of its request for payment of costs associated with
18 "Transcript of Court Proceedings" in the amount of \$10,676.47. *See*, Appendixes, Volume 1, at
19 Bates Label APP00057. The School also included copies of invoices evidencing the costs
20 incurred for the Transcript of Court Proceedings. *Id.*, at Bates Label APP00058-72.

21 The request for the entirety of these costs related to Transcripts of Court Proceedings was
22 either an oversight, or was made in bad faith. Specifically, prior to the commencement of trial,
23 the Parties' respective counsel stipulated that the costs associated with the "real time court
24 reporting services" performed during the trial would be paid equally by the parties (*i.e.* the School
25 would pay one-half (1/2) and the Estate would pay one-half (1/2)). Notwithstanding such
26 agreement, the School has included within their Appendix, Volume 1, a request for payment of
27 their one-half (1/2) of the real time court reporting services fees in the amount of \$9,120.00: (1)
28

1 for \$2,515.00; (2) for \$5,615.00; and (3) for \$990.00. *See*, Invoices for Real Time Court
2 Reporting Services, true and correct copies of which are attached hereto as **Exhibit 4**.

3 Counsel for the Estate has likewise received similar invoices for the same total amount
4 evidencing the agreed upon costs attributable to the Estate for such real time court reporting
5 services. Specifically, counsel for the estate received the following invoices: (1) for \$2,515.00 on
6 August 28, 2018; (2) for \$5,615.00 on September 11, 2018; and (3) for \$1,090.00, which were
7 paid by the Estate on or about the same date such invoices were received.

8 Based upon the stipulation between the parties' respective counsel, the Estate hereby
9 requests that the costs requested from the School be reduced in the amount of \$9,120.00.

10 **B. Assuming Arguendo that the School is Determined to be the "Prevailing**
11 **Party," Notwithstanding the Fact that Numerous Issues Have Not Been**
12 **Reduced to Judgment, the School has Included Several Costs not Included**
13 **Within NRS 18.005 and/or has Otherwise Failed to Present Evidence that**
14 **Certain Costs were Reasonable or Necessary.**

15 "NRS 18.020 and NRS 18.050 give district courts wide, but not unlimited, discretion to
16 award costs to prevailing parties. Costs awarded must be reasonable...Thus, the costs must be
17 reasonable, necessary, and actually incurred." Cadle Co. v. Woods & Erickson, LLP, 345 P.3d
18 1049, 1054, 131 Nev.Adv.Op. 15 (Nev. 2015). NRS 18.005 defines the costs that are recoverable
19 by the prevailing party as follows:

- 20 1. Clerk's fees.
- 21 2. Reporters' fees for depositions, including a reporter's fee for one copy of
22 each deposition.
- 23 3. Jurors' fees and expenses, together with reasonable compensation of an
24 officer appointed to act in accordance with NRS 16.120.
- 25 4. Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless
26 the court finds that the witness was called at the instance of the prevailing
27 party without reason or necessity.
- 28 5. Reasonable fees of not more than five expert witnesses in an amount of
not more than \$1,500 for each witness, unless the court allows a larger fee
after determining that the circumstances surrounding the expert's
testimony were of such necessity as to require the larger fee.
6. Reasonable fees of necessary interpreters.
7. The fee of any sheriff or licensed process server for the delivery or service
of any summons or subpoena used in the action, unless the court
determines that the service was not necessary.
8. Compensation for the official reporter or reporter pro tempore.
9. Reasonable costs for any bond or undertaking required as part of the
action.

10. Fees of a court bailiff or deputy marshal who was required to work overtime.
11. Reasonable costs for telecopies.
12. Reasonable costs for photocopies.
13. Reasonable costs for long distance telephone calls.
14. Reasonable costs for postage.
15. Reasonable costs for travel and lodging incurred taking depositions and conducting discovery.
16. Fees charged pursuant to NRS 19.0335.
17. Any other reasonable and necessary expense incurred in connection with the action, including reasonable and necessary expenses for computerized services for legal research.

Included within Appendix, Volume 2, is a summary of costs for "Trial Support Services," wherein the School presents the costs associated with "trial" in the amount of \$31,155.39. However, within such spreadsheet are the following expenses, totaling \$28,382.14, that are not included within the costs permitted pursuant to NRS 18.005 and/or the School has failed to present evidence as to why such costs were reasonable and necessary to this litigation:

- (1) Secretarial/Staff Overtime in the amount of \$603.55;
- (2) Arbitration/Mediation Fees that took place more than one (1) year prior to trial, in the amount of \$4,278.75⁵;
- (3) Cash Disbursement; reimbursement for the purchase of books entitled "From Chaos to Order" (amazon.com) and "Naming Rights" (barnesandnoble.com) purchased more than two (2) years prior to trial, in the amount of \$122.76;
- (4) Cash Disbursement; "Charitable Giving: Taxation, Planning and Strategies" book from Thomson Reuters (Bank of America) for \$1,339.98, purchased more than two (2) years prior to trial;
- (5) Cash Disbursement - 07/01/16 - 07/31/16 Conference Calls (AccuConference by Arkadin), purchased more than two (2) years prior to trial for \$3.15;
- (6) Numerous entries for "working lunch" from August 20, 2018 through September 13, 2018 totaling \$334.25; and
- (7) Professional Services related to video editing and transcription, preparation of power points, synchronizing transcripts and videos, and support at trial from August 7, 2018 through September 11, 2018, totaling \$21,699.70. *See*, Trial Support spreadsheet, Bates Label APP00491-493 (for ease of reference, each of the contested expenses is highlighted)

The School has failed to present any evidence as to why the costs listed above were reasonable and necessarily incurred. Indeed, several of the costs listed above were incurred years before trial and are not permitted within NRS 18.005 (items 1-6, above). Moreover, the School has not provided any statutory or case law supporting its position that the Estate should be responsible for costs related to lunches, the purchase of books, or pretrial mediation efforts.

⁵ It should be noted that the parties agreed to split the costs of private mediation as well.

Moreover, while the School may argue that the “Professional Services” totaling \$21,699.70 were “necessary” for litigation, the School has failed to differentiate the services performed between the claims/defenses it prevailed upon versus the claims/defenses it did not prevail upon. Indeed, it would be inequitable for this Court to award fees to the School for claims and defenses for which the School did not prevail, especially considering the fact that the School has failed to identify the costs reasonably and necessarily incurred as it relates to the claims upon which it prevailed. Without sufficient evidence before this court justifying such costs as reasonable and necessary to prevail upon its claims and defenses, the School’s request for such costs should be denied.

Also included within the Memo for Costs and Appendixes thereto are requests for costs related to legal research, from June 1, 2015 through August 30, 2018, totaling \$25,531.92. *See*, Legal Research spreadsheet, APP00353-356 a true and correct copy of which is attached hereto as **Exhibit 5**. Included within Appendix, Volume 2, are several “Westlaw Quickview” printouts that provide the “Client/Matter,” “Client,” “User Name,” “Date,” and “Total” charged. *See*, Appendix, Volume 2, at APP00356-379. Both the Legal Research spreadsheet and the “Westlaw Quickview” printouts, however, are completely devoid of information regarding what legal issues were being researched, and the School has also: (i) failed to present evidence to this Court that the costs for the unexplained research was reasonable; and (ii) failed to identify why such unexplained research was necessary to the litigation.

Before a district court can award costs, the “district court must have before it evidence that the costs were reasonable, necessary, and actually incurred...Without evidence to determine whether a cost was reasonable and necessary, a district court may not award costs. Cadle Co., 345 P.3d, at 1054. (Internal citations omitted). Moreover, the party requesting such payment must be able to prove that the costs incurred “were necessary to and incurred in the present action. *Id.* (quoting Bobby Berosini, Ltd., v. PETA, 114 Nev. 1348, 1352-53 (Nev. 1998)).

As the School has included costs not included within NRS 18.005 and has otherwise failed to prove that such costs were necessary to the present action, the Estate respectfully requests that this Court reduce any award of costs (in addition to those set forth above in Section I I(A)) by \$53,914.06.


CONCLUSION

Based upon the foregoing, the Executor respectfully requests that this Court enter its Orders and Decrees as follows:

1. That this Court defer an award of any costs to either party until a determination is made by this Court as to which party is defined as the "prevailing party" entitled to such costs;
2. That this Court reduce the School's costs in the amount of \$63,034.06 as set forth above in the event it is determined to be the "prevailing party"; and
3. For such other and further relief as it deems just and appropriate.

Dated this 16th day of October, 2018.

SOLOMON DWIGGINS & FREER, LTD.


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

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An employee of Solomon Duggins & Freer, Ltd.

EXHIBIT 1

005140

005140

EXHIBIT 1

STEVEN D. GRIERSON
CLERK OF THE COURT

SEP 05 2018

BY Lorna Shell
LORNA SHELL, DEPUTY

COPY

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

VERDICT FORM

In the Matter of the Estate of MILTON I. SCHWARTZ, we the jury find as follows:

Question 1:

Do you find that Milton I. Schwartz had a naming rights contract?

Yes _____ No X

If you answered YES to Question 1, please proceed to answer Questions 2, 3, 4, 5, 6 and 7. If you answered NO, skip to Question 8.

Question 2:

Was the contract oral or founded upon a writing or writings?

Oral _____ Written _____

Question 3:

If you answered YES to Question 1, was the contract in perpetuity?

Yes _____ No _____

///

///

1 **Question 4:**

2 What was the consideration (amount of money) that Milton I. Schwartz was
3 required to pay in exchange for a naming rights contract?
4 _____
5 _____

6 **Question 5:**

7 Did Milton I. Schwartz perform all of his obligations under the terms of the contract?
8 Yes ____ No ____
9

10 If you answered NO, please skip to Question 8. If you answered YES to Question 5,
11 please proceed to answer Question 6.

12 **Question 6:**

13 In addition to the consideration (amount of money Milton I. Schwartz agreed to pay),
14 what were the other specific terms of the contract?

15 Corporation Yes ____ No ____

16 Campus Yes ____ No ____

17 Elementary School Building Yes ____ No ____

18 Elementary School Yes ____ No ____

19 Middle School Yes ____ No ____

20 Entrance Monument Yes ____ No ____

21 Letterhead Yes ____ No ____

22 None of the Above _____

23 All of the Above _____
24

25 In Question 2, if you found that the contract was a written agreement, please answer
26 Question 7. If you found the contract was an oral agreement, please skip to Question
27 8.
28

1
2 **Question 7:**

3 Did the School breach the Contract?

4 Yes _____ No _____
5

6 **Question 8:** (Please circle one)

7 Do you find that in 2004, when Milton I. Schwartz wrote the following:

8 2.3 The Milton I. Schwartz Hebrew Academy. I hereby give, devise,
9 and bequeath the sum of five hundred thousand dollars (\$500,000.00)
10 to the Milton I. Schwartz Hebrew Academy (the, "Hebrew Academy")
11 that:

- 12 (a.) He intended that the Bequest be made only to a school known as the "Milton
13 I. Schwartz Hebrew Academy" for the purposes set forth in the Bequest. OR
14 b. He intended the Bequest be made to the school presently known as the Adelson
15 Educational Institute.
16

17 **Question 9:**

18 Do you find that the reason Milton I. Schwartz made the Bequest was based on his
19 belief that he had a naming rights agreement with the School which was in perpetuity?

20 Yes X No _____
21
22

23 **Question 10:** (ONLY IF YOU FIND YES TO QUESTION NOS. 1, 2, 5, AND 7)

24 What was the appropriate amount of damages that the School should pay the Estate
25 to remedy the breach of contract?

26 \$ _____
27
28

1

2 **Question 11:** (ONLY IF YOU ANSWERED "NO" TO QUESTION NO. 1.)3 Do you believe that the School acted in a manner in which the School should have
4 reasonably expected to induce Milton I. Schwartz's reliance and which did induce
5 Milton I. Schwartz's detrimental reliance?6 Yes ____ No X

7

8 **Question 12:** (ONLY ANSWER IF YOU ANSWERED "NO" TO QUESTION
9 NO. 1)10 Do you find that Milton I. Schwartz believed that he had a naming rights contract
11 with the School but was mistaken?12 Yes ____ No X

13

14 **Question 13:** (ONLY ANSWER IF YOU ANSWERED "NO" TO QUESTION
15 NO. 1 AND "YES" TO QUESTION NO. 12)16 Did Milton I. Schwartz make the Bequest to the School based on his mistaken
17 belief?

18 Yes ____ No ____

19

20

21

22

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27

28

FOREPERSON

DATE

Sept. 5, 2018

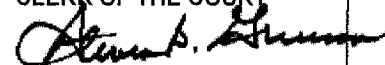
EXHIBIT 2

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EXHIBIT 2

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Steven D. Grierson
CLERK OF THE COURT



1 J. Randall Jones, Esq. (#1927)
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8 *Attorneys for The Dr. Miriam and*
9 *Sheldon G. Adelson Educational Institute*

6 **DISTRICT COURT**
7
8 **CLARK COUNTY, NEVADA**

9 In the Matter of the Estate of

10 MILTON I. SCHWARTZ,

11 Deceased.

Case No.: 07-P-061300

Dept. No.: 26/Probate

12 **JUDGMENT ON JURY VERDICT**

13
14
15 This action came on for trial before the Court and a jury, Honorable Gloria Sturman, District
16 Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict,
17 as attached hereto as Exhibit "1".

18
19 ///

20
21 ///

22
23 ///

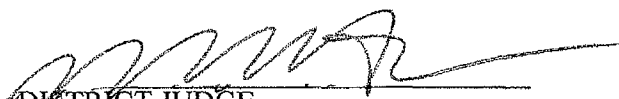
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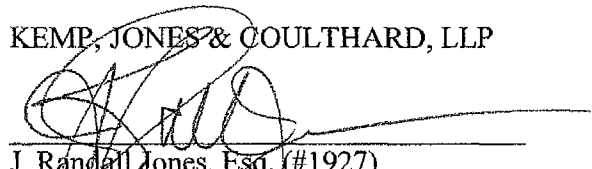
1 **IT IS HEREBY ORDERED and ADJUDGED** that, pursuant to the jury's verdict, A.
 2 Jonathan Schwartz, Executor of Milton I. Schwartz (the "Estate") take nothing by way of its claims
 3 for Breach of Contract, ~~Bequest Void for Mistake~~^{Only}, Specific Performance and Injunctive Relief as plead
 4 in the Estate's Petition for Declaratory Relief and Supplement to Petition for Declaratory Relief to
 5 Include Remedies of Specific Performance and Mandatory Injunction, and that these claims by the
 6 Estate be, and hereby are, dismissed on the merits with prejudice.

7 DATED this 4th day of ~~September~~^{October}, 2018.

8 
 9 DISTRICT JUDGE

10 Submitted by:

11 KEMP, JONES & COULTHARD, LLP

12 
 13 J. Randall Jones, Esq. (#1927)
 14 Joshua D. Carlson, Esq. (#11781)
 15 3800 Howard Hughes Parkway, 17th Floor
 16 Las Vegas, Nevada 89169
 17 Attorneys for The Dr. Miriam and
 18 Sheldon G. Adelson Educational Institute

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

EXHIBIT I

STEVEN D. GRIERSON
CLERK OF THE COURT

SEP 05 2018

BY Lorna Shell
LORNA SHELL, DEPUTY

COPY

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

VERDICT FORM

In the Matter of the Estate of MILTON I. SCHWARTZ, we the jury find as follows:

Question 1:

Do you find that Milton I. Schwartz had a naming rights contract?

Yes _____ No X

If you answered YES to Question 1, please proceed to answer Questions 2, 3, 4, 5, 6 and 7. If you answered NO, skip to Question 8.

Question 2:

Was the contract oral or founded upon a writing or writings?

Oral _____ Written _____

Question 3:

If you answered YES to Question 1, was the contract in perpetuity?

Yes _____ No _____

///

///

1 **Question 4:**

2 What was the consideration (amount of money) that Milton I. Schwartz was
3 required to pay in exchange for a naming rights contract?
4 _____
5 _____

6 **Question 5:**

7 Did Milton I. Schwartz perform all of his obligations under the terms of the contract?
8 Yes ____ No ____
9

10 If you answered NO, please skip to Question 8. If you answered YES to Question 5,
11 please proceed to answer Question 6.

12 **Question 6:**

13 In addition to the consideration (amount of money Milton I. Schwartz agreed to pay),
14 what were the other specific terms of the contract?

15 Corporation	Yes ____	No ____
16 Campus	Yes ____	No ____
17 Elementary School Building	Yes ____	No ____
18 Elementary School	Yes ____	No ____
19 Middle School	Yes ____	No ____
20 Entrance Monument	Yes ____	No ____
21 Letterhead	Yes ____	No ____
22 None of the Above	_____	
23 All of the Above	_____	

24

25 In Question 2, if you found that the contract was a written agreement, please answer
26 Question 7. If you found the contract was an oral agreement, please skip to Question
27 8.
28

1

2 **Question 7:**

3 Did the School breach the Contract?

4 Yes ____ No ____

5

6 **Question 8:** (Please circle one)

7 Do you find that in 2004, when Milton I. Schwartz wrote the following:

8

9 2.3 The Milton I. Schwartz Hebrew Academy. I hereby give, devise,
10 and bequeath the sum of five hundred thousand dollars (\$500,000.00)
11 to the Milton I. Schwartz Hebrew Academy (the, "Hebrew Academy")
12 that:

11

12 (a) He intended that the Bequest be made only to a school known as the "Milton
13 I. Schwartz Hebrew Academy" for the purposes set forth in the Bequest. OR14 b. He intended the Bequest be made to the school presently known as the Adelson
15 Educational Institute.

16

17 **Question 9:**18 Do you find that the reason Milton I. Schwartz made the Bequest was based on his
19 belief that he had a naming rights agreement with the School which was in perpetuity?20 Yes X No ____

21

22

23 **Question 10:** (ONLY IF YOU FIND YES TO QUESTION NOS. 1, 2, 5, AND 7)24 What was the appropriate amount of damages that the School should pay the Estate
25 to remedy the breach of contract?

26 \$ ____

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Question 11: (ONLY IF YOU ANSWERED "NO" TO QUESTION NO. 1.)

Do you believe that the School acted in a manner in which the School should have reasonably expected to induce Milton I. Schwartz's reliance and which did induce Milton I. Schwartz's detrimental reliance?

Yes _____ No X

Question 12: (ONLY ANSWER IF YOU ANSWERED "NO" TO QUESTION

NO. 1)

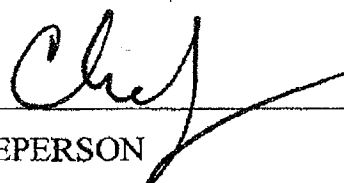
Do you find that Milton I. Schwartz believed that he had a naming rights contract with the School but was mistaken?

Yes _____ No X

Question 13: (ONLY ANSWER IF YOU ANSWERED "NO" TO QUESTION NO. 1 AND "YES" TO QUESTION NO. 12)

Did Milton I. Schwartz make the Bequest to the School based on his mistaken belief?

Yes _____ No _____



FOREPERSON

Sept. 5, 2018
DATE

EXHIBIT 3

005153

005153

EXHIBIT 3

Total Amount, with
Interest

\$ 2,731,276.37

Days since July 1st

0

Days in a Year

365

Days in Half Year

182.5

Month	Year	Interest Rates	Adjusted Rates	Principal	Interest Amount through June 31, 2018	Total Amount through June 31, 2018	Total Interest	Total Amount
July	2018	5	7.00%					
January	2018	4.5	6.50%	6.50%	\$ -	\$ -	\$ -	\$ -
July	2017	4.25	6.25%	12.75%	\$ -	\$ -	\$ -	\$ -
January	2017	3.75	5.75%	18.50%	\$ -	\$ -	\$ -	\$ -
July	2016	3.5	5.50%	24.00%	\$ -	\$ -	\$ -	\$ -
January	2016	3.5	5.50%	29.50%	\$ -	\$ -	\$ -	\$ -
July	2015	3.25	5.25%	34.75%	\$ -	\$ -	\$ -	\$ -
January	2015	3.25	5.25%	40.00%	\$ -	\$ -	\$ -	\$ -
July	2014	3.25	5.25%	45.25%	\$ -	\$ -	\$ -	\$ -
January	2014	3.25	5.25%	50.50%	\$ -	\$ -	\$ -	\$ -
July	2013	3.25	5.25%	55.75%	\$ -	\$ -	\$ -	\$ -
January	2013	3.25	5.25%	61.00%	\$ -	\$ -	\$ -	\$ -
July	2012	3.25	5.25%	66.25%	\$ -	\$ -	\$ -	\$ -
January	2012	3.25	5.25%	71.50%	\$ -	\$ -	\$ -	\$ -
July	2011	3.25	5.25%	76.75%	\$ -	\$ -	\$ -	\$ -
January	2011	3.25	5.25%	82.00%	\$ -	\$ -	\$ -	\$ -
July	2010	3.25	5.25%	87.25%	\$ -	\$ -	\$ -	\$ -
January	2010	3.25	5.25%	92.50%	\$ -	\$ -	\$ -	\$ -
July	2009	3.25	5.25%	97.75%	\$ -	\$ -	\$ -	\$ -
January	2009	3.25	5.25%	103.00%	\$ -	\$ -	\$ -	\$ -
July	2008	5	7.00%	110.00%	\$ -	\$ -	\$ -	\$ -
January	2008	7.25	7.00%	117.00%	\$ -	\$ -	\$ -	\$ -
July	2007	8.25	9.25%	126.25%	\$ -	\$ -	\$ -	\$ -
January	2007	8.25	10.25%	136.50%	\$ -	\$ -	\$ -	\$ -
July	2006	8.25	10.25%	146.75%	\$ -	\$ -	\$ -	\$ -
January	2006	7.25	10.25%	157.00%	\$ 100,000.00	\$ 78,500.00	\$ 178,500.00	\$ 178,500.00
July	2005	6.25	9.25%	166.25%	\$ -	\$ -	\$ -	\$ -
January	2005	5.25	8.25%	174.50%	\$ 9,622.00	\$ 8,395.20	\$ 18,017.20	\$ 18,017.20
July	2004	4.25	7.25%	181.75%	\$ -	\$ -	\$ -	\$ -
January	2004	4	6.25%	188.00%	\$ 135,277.00	\$ 127,160.38	\$ 262,437.38	\$ 262,437.38
July	2003	4	6.00%	194.00%	\$ -	\$ -	\$ -	\$ -
January	2003	4.25	6.00%	200.00%	\$ 51,323.00	\$ 51,323.00	\$ 102,646.00	\$ 102,646.00
July	2002	4.75	6.25%	206.25%	\$ -	\$ -	\$ -	\$ -
January	2002	4.75	6.75%	213.00%	\$ 57,130.00	\$ 60,843.45	\$ 117,973.45	\$ 117,973.45
July	2001	6.75	6.75%	219.75%	\$ -	\$ -	\$ -	\$ -
January	2001	9.5	8.75%	228.50%	\$ 88,535.00	\$ 101,151.24	\$ 189,686.24	\$ 189,686.24
July	2000	9.5	11.50%	240.00%	\$ -	\$ -	\$ -	\$ -
January	2000	8.25	11.50%	251.50%	\$ 7,400.00	\$ 9,305.50	\$ 16,705.50	\$ 16,705.50
July	1999	7.75	10.25%	261.75%	\$ -	\$ -	\$ -	\$ -
January	1999	7.75	9.75%	271.50%	\$ 26,600.00	\$ 36,109.50	\$ 62,709.50	\$ 62,709.50
July	1998	8.5	9.75%	281.25%	\$ -	\$ -	\$ -	\$ -
January	1998	8.5	10.50%	291.75%	\$ 22,500.00	\$ 32,821.88	\$ 55,321.88	\$ 55,321.88
July	1997	8.5	10.50%	302.25%	\$ -	\$ -	\$ -	\$ -
January	1997	8.25	10.50%	312.75%	\$ 2,100.00	\$ 3,283.88	\$ 5,383.88	\$ 5,383.88
July	1996	8.25	10.25%	323.00%	\$ -	\$ -	\$ -	\$ -
January	1996	8.5	10.25%	333.25%	\$ -	\$ -	\$ -	\$ -
July	1995	9	10.50%	343.75%	\$ -	\$ -	\$ -	\$ -
January	1995	8.5	11.00%	354.75%	\$ -	\$ -	\$ -	\$ -
July	1994	7.25	10.50%	365.25%	\$ -	\$ -	\$ -	\$ -
January	1994	6	9.25%	374.50%	\$ -	\$ -	\$ -	\$ -
July	1993	6	8.00%	382.50%	\$ -	\$ -	\$ -	\$ -
January	1993	6	8.00%	390.50%	\$ -	\$ -	\$ -	\$ -
July	1992	6.5	8.00%	398.50%	\$ -	\$ -	\$ -	\$ -
January	1992	6.5	8.50%	407.00%	\$ 69.66	\$ 141.76	\$ 211.42	\$ 211.42
July	1991	8.5	8.50%	415.50%	\$ -	\$ -	\$ -	\$ -
January	1991	10	10.50%	426.00%	\$ 150.00	\$ 319.50	\$ 469.50	\$ 469.50
July	1990	10	12.00%	438.00%	\$ -	\$ -	\$ -	\$ -
January	1990	10.5	12.00%	450.00%	\$ 9,000.00	\$ 20,250.00	\$ 29,250.00	\$ 29,250.00
July	1989	11	12.50%	462.50%	\$ -	\$ -	\$ -	\$ -
January	1989	10.5	13.00%	475.50%	\$ 500,900.00	\$ 1,190,889.75	\$ 1,691,789.75	\$ 1,691,789.75
July	1988	8.75	12.50%	488.00%	\$ -	\$ -	\$ -	\$ -
January	1988	8.75	10.75%	498.75%	\$ 50.00	\$ 124.69	\$ 174.69	\$ 174.69
Totals				\$ 1,010,656.66		\$ 1,720,619.71	\$ 1,720,619.71	\$ 2,731,276.37
				Principal		Interest	Interest	Amount

EXHIBIT 4

005155

005155

EXHIBIT 4

Discovery Legal Services LLC

470 Hidden Garden Pl
 Henderson, NV 89012
 702-353-3110
 carre@discoverylegal.net

INVOICE**BILL TO**

Solomon Dwiggins & Freer,
 LTD.
 9060 West Cheyenne Avenue
 Las Vegas, NV 89129

INVOICE # 1087**DATE 08/25/2018****DUE DATE 08/28/2018****TERMS Due on receipt**

CASE NAME		CASE NO.	JOB DATE		
Estate Of Milton I Schwartz		07P061300	Trial		
DATE	ACTIVITY	QTY	RATE	AMOUNT	
08/20/2018	Minimum Appearance Fee Minimum Appearance Fee	1	250.00	250.00	
08/22/2018	Minimum Appearance Fee Minimum Appearance Fee	1	250.00	250.00	
08/23/2018	Court Reporting Services:Real Time For Trial Real Time for Trial Includes Daily Rough	114	5.00	570.00	
08/23/2018	Court Reporting Services:Trial Services Day Charge Court Reporter Appearance Fee	1	100.00	100.00	
08/24/2018	Court Reporting Services:Real Time For Trial Real Time for Trial Includes Daily Rough	249	5.00	1,245.00	
08/24/2018	Court Reporting Services:Trial Services Day Charge Court Reporter Appearance Fee	1	100.00	100.00	

Tax ID: 81-4848087

BALANCE DUE**\$2,515.00**

THANK YOU FOR YOUR BUSINESS

Discovery Legal Services LLC

470 Hidden Garden Pl

Henderson, NV 89012

702-353-3110

carre@discoverylegal.net

INVOICE**BILL TO**

Mr. Alan D. Freer

Solomon Dwiggin & Freer,

LTD.

9060 West Cheyenne Avenue

Las Vegas, NV 89129

INVOICE # 1092**DATE** 09/04/2018**DUE DATE** 09/04/2018**TERMS** Due on receipt**CASE NAME**

Estate of Milton I. Schwartz

CASE NO.

07P061300

JOB DATE

Trial

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/27/2018	Court Reporting Services:Real Time For Trial Real Time for Trial Includes Daily Rough	248	5.00	1,240.00
08/28/2018	Court Reporting Services:Real Time For Trial Real Time for Trial Includes Daily Rough	174	5.00	870.00
08/29/2018	Court Reporting Services:Real Time For Trial Real Time for Trial Includes Daily Rough	198	5.00	990.00
08/30/2018	Court Reporting Services:Real Time For Trial Real Time for Trial Includes Daily Rough	186	5.00	930.00
08/31/2018	Court Reporting Services:Real Time For Trial Real Time for Trial Includes Daily Rough	217	5.00	1,085.00
08/31/2018	Court Reporting Services:Trial Services Day Charge Court Reporter Appearance Fee- 8/27 - 8/31	5	100.00	500.00

Tax ID: 81-4848087

BALANCE DUE**\$5,615.00**

THANK YOU FOR YOUR BUSINESS

RECEIVED

SEP 19 2018

DISTRICT COURT

AMENDED RECORDER/TRANSCRIBER BILLING INFORMATION**DATE OF INVOICE: 9/6/18**

FINANCE

CASE NO:	P061300		
CASE NAME:	In the Matter of the Estate of Milton Schwartz		
HEARING DATE(S):	(RECORDING FEE) TRIAL DATES FROM 8/20/18 TO 9/4/18		
DEPT. NO:	XXVI		
REQUESTOR/PAYOR:	Sherry on behalf of Trial Counsel (Freer & Leveque)		
FIRM NAME:	Solomon Dwiggins Freer		
PHONE/EMAIL:	(702) 853-5483//Skeast@sdfnvlaw.com		
PAYABLE TO:	<u>MAKE CHECK PAYABLE TO:</u> Clark County Treasurer County Tax ID#: 88-6000028 (Include case number on check) <u>MAILING ADDRESS:</u> Regional Justice Center, Fiscal Services Attn: Jennifer Garcia, 200 Lewis Avenue, Las Vegas, NV 89155 <u>PAY BY PHONE:</u> CASHIER AT (702) 671-4507		
BILL AMOUNT:		CDs/DVDs @ \$25 each =	
	24.75	Hours @ \$40 an hour recording fee	\$990.00
		Pages@	per page of trans.
	Total: 49.5 hrs equals 1,980 and one half is		\$990.00
PAYABLE TO OUTSIDE TRANSCRIBER:			
BILL AMOUNT:		pages @	per page of trans.
DATE PAID:			
	TRANSCRIPTS WILL NOT BE FILED OR RELEASED UNTIL PAYMENT IS RECEIVED		

EXHIBIT 5

005159

005159

EXHIBIT 5

Adelson/Schwartz
2051.2 Expenses
Trial Support

9/20/2018

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	06/05/18	700	(7) 1/2 inch Binders	\$ 28.00
02051	2	06/05/18	700	(10) 1 inch Binders	\$ 40.00
02051	2	06/05/18	700	(2) 1 1/2 inch Binders	\$ 12.00
02051	2	06/05/18	700	(5) 2 1/2 inch Binders	\$ 40.00
02051	2	06/29/18	700	(11) 4 inch Binders	\$ 110.00
					\$ 230.00
02051	2	06/21/16	701	Computer Disk/DVD/Flash Drive (ONE 8gb FLASH DRIVE)	\$ 15.00
02051	2	06/28/16	701	Computer Disk/DVD/Flash Drive (TWO 8gb FLASH DRIVES)	\$ 30.00
02051	2	07/26/18	701	Computer Disk/DVD/Flash Drive (ONE 128 GB FLASH DRIVE)	\$ 40.00
02051	2	07/30/18	701	Computer Disk/DVD/Flash Drive (ONE 32 GB FLASH DRIVE)	\$ 25.00
02051	2	07/30/18	701	Computer Disk/DVD/Flash Drive (ONE 128 GB FLASH DRIVE)	\$ 40.00
02051	2	08/02/18	701	Computer Disk/DVD/Flash Drive (ONE 32GB FLASH DRIVE)	\$ 25.00
02051	2	08/03/18	701	Computer Disk/DVD/Flash Drive (ONE 32GB FLASH DRIVE)	\$ 25.00
02051	2	08/08/18	701	Computer Disk/DVD/Flash Drive (TWO 32GB FLASH DRIVES)	\$ 50.00
02051	2	08/09/18	701	Computer Disk/DVD/Flash Drive (THREE 128GB FLASH DRIVES)	\$ 120.00
02051	2	08/15/18	701	Computer Disk/DVD/Flash Drive (TWO 32GB FLASH DRIVES)	\$ 50.00
02051	2	08/15/18	701	Computer Disk/DVD/Flash Drive (TWO 16GB FLASH DRIVES)	\$ 40.00
02051	2	08/17/18	701	Computer Disk/DVD/Flash Drive (ONE 16GB FLASH DRIVE)	\$ 20.00
02051	2	08/20/18	701	Computer Disk/DVD/Flash Drive (ONE 16GB FLASH DRIVE)	\$ 20.00
02051	2	08/20/18	701	Computer Disk/DVD/Flash Drive (ONE 16GB FLASH DRIVE)	\$ 20.00
02051	2	08/21/18	701	Computer Disk/DVD/Flash Drive (ONE 16GB FLASH DRIVE)	\$ 20.00
					\$ 540.00
02051	2	05/31/18	702	Exhibit Tabs	\$ 5.50
					\$ 5.50
02051	2	07/27/18	900	Secretarial/Staff Overtime - ANA 7/26/18-7/27/18	\$ 103.95
02051	2	08/04/18	900	Secretarial/Staff Overtime - MSR 8/4/18	\$ 121.00
02051	2	08/10/18	900	Secretarial/Staff Overtime - EMB 8/6/18-8/10/18	\$ 143.10
02051	2	08/18/18	900	Secretarial/Staff Overtime - EMB 8/18/18	\$ 198.90
02051	2	08/22/18	900	Secretarial/Staff Overtime - EJE 8/22/18-8/23/18	\$ 36.60
					\$ 603.55
02051	2	01/25/17	ARB	Arbitration/Mediation Fees - Retainer Fee for 03/08/17 Mediation (JAMS, Inc.)	\$ 3,660.00
02051	2	04/01/17	ARB	Arbitration/Mediation Fees - 03/06 1/2 Share Mediation Fees (JAMS, Inc.)	\$ 618.75
					\$ 4,278.75
02051	2	08/01/18	BIND	Binding/Tabs/Hole Punching - Tabs (Holo Discovery)	\$ 53.04
02051	2	08/27/18	BIND	Binding/Tabs/Hole Punching - Tabs (Holo Discovery)	\$ 448.64
					\$ 501.68
02051	2	08/01/18	BNDR	Binder/Photo Albums - Binders (Holo Discovery)	\$ 28.15
02051	2	08/27/18	BNDR	Binder/Photo Albums - File Folder, Binders (Holo Discovery)	\$ 24.90
02051	2	08/27/18	BNDR	Binder/Photo Albums - Binders (Holo Discovery)	\$ 584.55
					\$ 637.60

Adelson/Schwartz

9/20/2018

2051.2 Expenses

Trial Support

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	07/15/16	DISB	Cash Disbursement - Reim DTB - Book "From Chaos to Order" from Amazon.com and "Naming Rights" From BarnesandNoble.com (David T. Blake)	\$ 122.76
02051	2	07/24/16	DISB	Cash Disbursement - 07/08 "Charitable Giving: Taxation, Planning and Strategies" Book from Thomson Reuters (Bank of America)	\$ 1,339.98
02051	2	08/03/16	DISB	Cash Disbursement - 07/01/16 - 07/31/16 Conference Calls (AccuConference by Arkadin)	\$ 3.15
02051	2	08/20/18	DISB	Cash Disbursement - Reim JRJ - 08/15/18 Lunch with JRJ and JDC at Capriotti's for Hearing (J. Randall Jones)	\$ 27.03
02051	2	08/27/18	DISB	Cash Disbursement - Reim JRJ - 08/20/18 Lunch with JRJ, WLC and JDC for Trial (J. Randall Jones)	\$ 33.97
02051	2	08/28/18	DISB	Cash Disbursement - Reim WLC - 08/22/18 Working Lunch for Trial with JRJ, WLC & JDC from Panera Bread (William L. Coulthard)	\$ 23.77
02051	2	08/28/18	DISB	Cash Disbursement - 08/21/18 JRJ Working Lunch (Petty Cash)	\$ 7.33
02051	2	08/28/18	DISB	Cash Disbursement - 08/23/18 JRJ & JDC Working Lunch (Petty Cash)	\$ 19.23
02051	2	09/05/18	DISB	Cash Disbursement - Reim JRJ - 08/24/18 & 08/27/18 Lunch At Trial with JRJ & JDC from Capriotti's (J. Randall Jones)	\$ 52.02
02051	2	09/05/18	DISB	Cash Disbursement - Reim JRJ - 09/02/18 Trial Prep/Closing Working Lunch with JRJ, MPZV, JDC & PAS from Jersey Mike's (J. Randall Jones)	\$ 37.50
02051	2	09/06/18	DISB	Cash Disbursement - Reim MMJ - 09/03/18 Working Lunch for JRJ, MMJ, NRR & JDC from Gordon Biersch (Mark M. Jones)	\$ 70.18
02051	2	09/13/18	DISB	Cash Disbursement - 08/28/18 JRJ Working Lunch (Petty Cash)	\$ 8.96
02051	2	09/13/18	DISB	Cash Disbursement - 08/29/18 JRJ & JDC Working Lunch (Petty Cash)	\$ 18.17
02051	2	09/13/18	DISB	Cash Disbursement - 08/30/18 JRJ & JDC Working Lunch (Petty Cash)	\$ 18.47
02051	2	09/13/18	DISB	Cash Disbursement - 09/04/18 JRJ, MPZV & JDC Working Lunch (Petty Cash)	\$ 17.62
					\$ 1,800.14
02051	2	09/04/18	EXH	Exhibits - Color 36" X 48" Exhibit Boards for Trial (Holo Discovery)	\$ 649.50
					\$ 649.50
02051	2	08/07/18	PROF	Professional Services - 08/06/18 Edit Video of Interview of Milton Schwartz (Las Vegas Legal Video, Inc.)	\$ 150.00
02051	2	08/08/18	PROF	Professional Services - 08/02/18 Audio Transcription of Milton Schwartz Interview (Envision Legal Solutions)	\$ 140.00
02051	2	09/11/18	PROF	Professional Services - 08/13/18 - 09/04/18 Meetings with PAS, Prepare Power Point Presentations, Synchronize Transcript and Video, Support at Court for Trial (Las Vegas Legal Video, Inc.)	\$ 21,409.70
					\$ 21,699.70
02051	2	07/17/18	TAPE	Video/Audio Tape/CD - CD of 06/07/18 Hearing (Clark County Treasurer)	\$ 25.00
02051	2	07/23/18	TAPE	Video/Audio Tape/CD - CD of 07/19/18 Hearing (Clark County Treasurer)	\$ 25.00
02051	2	08/07/18	TAPE	Video/Audio Tape/CD - 08/06/18 Two CD Copies of Interview of Milton Schwartz (Las Vegas Legal Video, Inc.)	\$ 20.00
02051	2	08/27/18	TAPE	Video/Audio Tape/CD - CD (Holo Discovery)	\$ 38.97

Adelson/Schwartz
2051.2 Expenses
Trial Support

9/20/2018

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	09/06/18	TAPE	Video/Audio Tape/CD - 08/20/18 - 09/04/18 DVDs of Trial (Clark County Treasurer)	\$ 100.00
					\$ 208.97
				Total Trial Support Billed	\$ 31,155.39

EXHIBIT 6

005163

005163

EXHIBIT 6

Adelson/Schwartz

9/20/2018

2051.2 Expenses

Legal Research

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	06/01/15	500	Legal Research - WESTLAW	\$ 7.00
02051	2	06/19/15	500	Legal Research - WESTLAW	\$ 6.33
02051	2	07/13/15	500	Legal Research - WESTLAW	\$ 3.67
02051	2	10/01/15	500	Legal Research - PACER 09/03/15	\$ 1.40
02051	2	10/17/15	500	Legal Research - WESTLAW	\$ 23.00
02051	2	10/22/15	500	Legal Research - WESTLAW	\$ 25.00
02051	2	11/03/15	500	Legal Research - WESTLAW	\$ 17.00
02051	2	11/04/15	500	Legal Research - WESTLAW	\$ 14.33
02051	2	01/18/16	500	Legal Research - WESTLAW	\$ 52.67
02051	2	02/17/16	500	Legal Research - WESTLAW	\$ 35.67
02051	2	02/18/16	500	Legal Research - WESTLAW	\$ 37.00
02051	2	03/07/16	500	Legal Research - WESTLAW	\$ 37.27
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 2.80
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 3.52
02051	2	06/01/16	500	Legal Research - ACCURINT 05/24/16	\$ 12.16
02051	2	06/13/16	500	Legal Research - WESTLAW	\$ 37.00
02051	2	06/17/16	500	Legal Research - WESTLAW	\$ 38.87
02051	2	06/20/16	500	Legal Research - WESTLAW	\$ 39.60
02051	2	06/22/16	500	Legal Research - WESTLAW	\$ 40.20
02051	2	06/23/16	500	Legal Research - WESTLAW	\$ 41.00
02051	2	06/25/16	500	Legal Research - WESTLAW	\$ 41.67
02051	2	06/27/16	500	Legal Research - WESTLAW	\$ 42.33
02051	2	06/30/16	500	Legal Research - WESTLAW	\$ 30.33
02051	2	07/05/16	500	Legal Research - WESTLAW	\$ 25.33
02051	2	07/06/16	500	Legal Research - WESTLAW	\$ 21.67
02051	2	07/06/16	500	Legal Research - WESTLAW	\$ 26.00
02051	2	07/07/16	500	Legal Research - WESTLAW	\$ 22.33
02051	2	07/08/16	500	Legal Research - WESTLAW	\$ 23.00
02051	2	07/11/16	500	Legal Research - WESTLAW	\$ 26.33
02051	2	07/12/16	500	Legal Research - WESTLAW	\$ 23.67
02051	2	07/13/16	500	Legal Research - WESTLAW	\$ 26.40
02051	2	07/14/16	500	Legal Research - WESTLAW	\$ 21.00
02051	2	07/15/16	500	Legal Research - WESTLAW	\$ 27.00
02051	2	07/19/16	500	Legal Research - WESTLAW	\$ 33.00
02051	2	07/26/16	500	Legal Research - WESTLAW	\$ 35.00
02051	2	07/27/16	500	Legal Research - WESTLAW	\$ 40.33
02051	2	07/27/16	500	Legal Research - WESTLAW	\$ 41.67

Adelson/Schwartz

9/20/2018

2051.2 Expenses

Legal Research

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	07/28/16	500	Legal Research - WESTLAW	\$ 42.33
02051	2	08/01/16	500	Legal Research - WESTLAW	\$ 43.33
02051	2	08/02/16	500	Legal Research - WESTLAW	\$ 43.67
02051	2	08/03/16	500	Legal Research - WESTLAW	\$ 44.00
02051	2	08/04/16	500	Legal Research - WESTLAW	\$ 45.00
02051	2	09/06/16	500	Legal Research - WESTLAW	\$ 53.00
02051	2	09/07/16	500	Legal Research - WESTLAW	\$ 63.67
02051	2	09/08/16	500	Legal Research - WESTLAW	\$ 54.33
02051	2	02/27/17	500	Legal Research - WESTLAW	\$ 61.73
02051	2	03/02/17	500	Legal Research - WESTLAW	\$ 50.33
02051	2	03/21/17	500	Legal Research - WESTLAW	\$ 59.87
02051	2	03/31/17	500	Legal Research - WESTLAW	\$ 65.20
02051	2	04/03/17	500	Legal Research - WESTLAW	\$ 38.33
02051	2	04/05/17	500	Legal Research - WESTLAW	\$ 39.67
02051	2	04/06/17	500	Legal Research - WESTLAW	\$ 41.00
02051	2	04/07/17	500	Legal Research - WESTLAW	\$ 42.33
02051	2	04/10/17	500	Legal Research - WESTLAW	\$ 58.67
02051	2	04/24/17	500	Legal Research - WESTLAW	\$ 28.33
02051	2	04/26/17	500	Legal Research - WESTLAW	\$ 53.00
02051	2	04/28/17	500	Legal Research - WESTLAW	\$ 59.67
02051	2	05/01/17	500	Legal Research - WESTLAW	\$ 55.00
02051	2	05/02/17	500	Legal Research - WESTLAW	\$ 57.67
02051	2	04/10/18	500	Legal Research - Westlaw	\$ 121.27
02051	2	04/17/18	500	Legal Research - Westlaw	\$ 201.93
02051	2	05/29/18	500	Legal Research - Westlaw	\$ 350.07
02051	2	05/30/18	500	Legal Research - Westlaw	\$ 144.87
02051	2	06/15/18	500	Legal Research - Westlaw	\$ 115.53
02051	2	06/21/18	500	Legal Research - Westlaw	\$ 324.67
02051	2	06/22/18	500	Legal Research - Westlaw	\$ 253.00
02051	2	06/22/18	500	Legal Research - Westlaw	\$ 8.53
02051	2	06/25/18	500	Legal Research - Westlaw	\$ 622.27
02051	2	06/25/18	500	Legal Research - Westlaw	\$ 48.13
02051	2	06/26/18	500	Legal Research - Westlaw	\$ 123.20
02051	2	06/26/18	500	Legal Research - Westlaw	\$ 57.60
02051	2	06/27/18	500	Legal Research - Westlaw	\$ 58.00
02051	2	06/27/18	500	Legal Research - Westlaw	\$ 397.40
02051	2	06/28/18	500	Legal Research - Westlaw	\$ 208.67
02051	2	06/28/18	500	Legal Research - Westlaw	\$ 369.60
02051	2	06/29/18	500	Legal Research - Westlaw	\$ 58.93
02051	2	06/29/18	500	Legal Research - Westlaw	\$ 1.53
02051	2	07/02/18	500	Legal Research - Westlaw	\$ 85.53
02051	2	07/02/18	500	Legal Research - Westlaw	\$ 224.53
02051	2	07/05/18	500	Legal Research - Westlaw	\$ 128.07
02051	2	07/09/18	500	Legal Research - Westlaw	\$ 73.47
02051	2	07/09/18	500	Legal Research - Westlaw	\$ 171.80
02051	2	07/11/18	500	Legal Research - Westlaw	\$ 62.47
02051	2	07/12/18	500	Legal Research - Westlaw	\$ 472.93
02051	2	07/12/18	500	Legal Research - Westlaw	\$ 1,176.20
02051	2	07/13/18	500	Legal Research - Westlaw	\$ 849.73
02051	2	07/13/18	500	Legal Research - Westlaw	\$ 60.00
02051	2	07/13/18	500	Legal Research - Westlaw	\$ 112.27

Adelson/Schwartz
2051.2 Expenses
Legal Research

9/20/2018

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	07/16/18	500	Legal Research - Westlaw	\$ 320.53
02051	2	07/16/18	500	Legal Research - Westlaw	\$ 274.80
02051	2	07/16/18	500	Legal Research - Westlaw	\$ 502.27
02051	2	07/17/18	500	Legal Research - Westlaw	\$ 22.60
02051	2	07/17/18	500	Legal Research - Westlaw	\$ 333.40
02051	2	07/17/18	500	Legal Research - Westlaw	\$ 126.13
02051	2	07/19/18	500	Legal Research - Westlaw	\$ 33.13
02051	2	07/20/18	500	Legal Research - Westlaw	\$ 95.87
02051	2	07/20/18	500	Legal Research - Westlaw	\$ 60.00
02051	2	07/22/18	500	Legal Research - Westlaw	\$ 160.73
02051	2	07/23/18	500	Legal Research - Westlaw	\$ 18.80
02051	2	07/24/18	500	Legal Research - Westlaw	\$ 7.47
02051	2	07/24/18	500	Legal Research - Westlaw	\$ 376.80
02051	2	07/24/18	500	Legal Research - Westlaw	\$ 424.73
02051	2	07/25/18	500	Legal Research - Westlaw	\$ 127.27
02051	2	07/25/18	500	Legal Research - Westlaw	\$ 422.07
02051	2	07/26/18	500	Legal Research - Westlaw	\$ 45.20
02051	2	07/26/18	500	Legal Research - Westlaw	\$ 405.27
02051	2	07/26/18	500	Legal Research - Westlaw	\$ 947.07
02051	2	07/27/18	500	Legal Research - Westlaw	\$ 17.33
02051	2	07/27/18	500	Legal Research - Westlaw	\$ 483.27
02051	2	07/30/18	500	Legal Research - Westlaw	\$ 188.80
02051	2	07/30/18	500	Legal Research - Westlaw	\$ 55.80
02051	2	07/31/18	500	Legal Research - Westlaw	\$ 259.80
02051	2	08/01/18	500	Legal Research - Westlaw	\$ 493.07
02051	2	08/01/18	500	Legal Research - Westlaw	\$ 57.07
02051	2	08/02/18	500	Legal Research - Westlaw	\$ 115.20
02051	2	08/02/18	500	Legal Research - Westlaw	\$ 718.67
02051	2	08/02/18	500	Legal Research - Westlaw	\$ 172.67
02051	2	08/02/18	500	Legal Research - Westlaw	\$ 278.27
02051	2	08/05/18	500	Legal Research - Westlaw	\$ 272.20
02051	2	08/06/18	500	Legal Research - Westlaw	\$ 48.00
02051	2	08/06/18	500	Legal Research - Westlaw	\$ 732.27
02051	2	08/07/18	500	Legal Research - Westlaw	\$ 33.60
02051	2	08/07/18	500	Legal Research - Westlaw	\$ 735.13
02051	2	08/08/18	500	Legal Research - Westlaw	\$ 943.27
02051	2	08/09/18	500	Legal Research - Westlaw	\$ 210.20
02051	2	08/10/18	500	Legal Research - Westlaw	\$ 72.87
02051	2	08/10/18	500	Legal Research - Westlaw	\$ 26.73
02051	2	08/13/18	500	Legal Research - Westlaw	\$ 1,323.00
02051	2	08/13/18	500	Legal Research - Westlaw	\$ 497.27
02051	2	08/14/18	500	Legal Research - Westlaw	\$ 460.40
02051	2	08/14/18	500	Legal Research - Westlaw	\$ 175.67
02051	2	08/14/18	500	Legal Research - Westlaw	\$ 388.93
02051	2	08/15/18	500	Legal Research - Westlaw	\$ 434.20
02051	2	08/16/18	500	Legal Research - Westlaw	\$ 558.87
02051	2	08/18/18	500	Legal Research - Westlaw	\$ 716.73
02051	2	08/22/18	500	Legal Research - Westlaw	\$ 124.40
02051	2	08/27/18	500	Legal Research - Westlaw	\$ 200.00
02051	2	08/27/18	500	Legal Research - Westlaw	\$ 510.00
02051	2	08/29/18	500	Legal Research - Westlaw	\$ 97.53

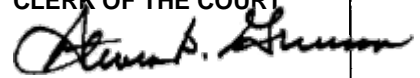
9/20/2018

Adelson/Schwartz
2051.2 Expenses
Legal Research

Client	Mtr	Date	Exp Code	Description	Amount
02051	2	08/30/18	500	Legal Research - Westlaw	\$ 364.40
02051	2	08/30/18	500	Legal Research - Westlaw	\$ 48.00
					\$ 25,531.92
				Total Legal Research Billed	\$ 25,531.92

89

89



MAMJ

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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.: 07P061300
Dept.: XXVI/Probate

Hearing Date:
Hearing Time:

**THE ESTATE'S MOTION FOR POST-TRIAL RELIEF FROM
JUDGMENT ON JURY VERDICT ENTERED OCTOBER 4, 2018**

A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz ("Jonathan"), by and through his counsel, Alan D. Freer, Esq. and Alexander G. LeVeque, Esq., of the law firm of Solomon Dwiggins & Freer, Ltd., hereby submits the Estate's Motion for Post-Trial Relief from Judgment on Jury Verdict Entered October 4, 2018 ("Motion") pursuant to NRCP 49, 50, 51, 52, 59 and 60. This Motion is made and based upon the pleadings and papers on file herein, the attached Memorandum of Points and Authorities, all referenced exhibits, and any oral argument that this Honorable Court may entertain at the time of hearing.

DATED this 22nd day of October, 2018.

SOLOMON DWIGGINS & FREER, LTD.

By: 

Alan D. Freer, Esq. (#7706)
afreer@sdfnlaw.com
Alexander G. LeVeque (#11183)
aleveque@sdfnlaw.com

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

NOTICE OF MOTION

TO: All Interested Parties; and

TO: All Counsel of Records

PLEASE TAKE NOTICE that A. Jonathan Schwartz, Executor for the Estate of Milton I. Schwartz, Deceased, will be bringing the foregoing THE ESTATE'S MOTION FOR POST-TRIAL RELIEF FROM JUDGMENT ON JURY VERDICT ENTERED OCTOBER 4, 2018, on for decision on the 6 day of Dec., 2018 at 9:30 a.m. in front of the above-entitled Court.

Dated this 22nd day of October, 2018.

SOLOMON DWIGGINS & FREER, LTD.

By: 

Alan D. Freer, Esq. (#7706)

afreer@sdfnlaw.com

Alexander G. LeVeque (#11183)

aleveque@sdfnlaw.com

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

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

The Judgment on Jury Verdict ("Judgment"), which entered judgment against the Estate on its claims for breach of contract, specific performance and injunctive relief,¹ should be amended or, alternatively, vacated in connection with the grant of a new trial. Indeed, the entry of summary judgment on the Estate's claim for breach of contract, the denial of the Estate's requested jury instructions for modification of contract and breach of the implied covenant of good faith and fair dealing, and the jurors' manifest disregard for jury instructions prejudiced the Estate and resulted

¹ See Notice of Entry of Judgment on Jury Verdict, October 5, 2018, attached as **Exhibit 1**.

1 in a Judgment that contains plain and manifest errors of law and fact. Allowing such a Judgment
2 to stand would constitute a miscarriage of justice. For the reasons set forth below, this Court should
3 grant the Estate's requested relief.

4 II.

5 LEGAL STANDARDS

6 1. NRCP 50(b).

7 The Court may grant judgment under NRCP 50(b) where the opposing party has failed "to
8 prove a sufficient issue for the jury" sufficient to maintain a claim under controlling law.² Although
9 a motion for NRCP 50(b) relief typically requires predicate relief of a motion under NRCP 50(a),
10 courts in other jurisdictions have considered an NRCP 50(b) motion in certain circumstances such
11 as where the issue is a matter of law: "It is generally true that defendants' failure to raise an issue
12 in a motion for directed verdict will preclude its assertion in a motion for judgment notwithstanding
13 the verdict. However, rigid application of this rule is inappropriate ... where such application serves
14 neither of the rule's rationales—protecting the Seventh Amendment right to trial by jury, and
15 ensuring that the opposing party has enough notice of the alleged error to permit an attempt to cure
16 it before resting."³

17 2. NRCP 52(b).

18 A trial court's grant or denial of proposed jury instructions is reviewed under an "abuse of
19 discretion" standard.⁴ The trial court abuses its discretion when its denial of a jury instruction causes
20 prejudicial error.⁵ Despite the court's wide discretion in deciding jury instructions, "a party is
21 entitled to have the jury instructed on all of his case theories that are supported by the evidence."⁶

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23
24 ² *Nelson v. Heer*, 163 P.3d 420, 424 (Nev. 2007).

25 ³ *Fed. Sav. And Loan Ins. Co. v. Reeves*, 816 F.2d 130, 138 (4th Cir. 1987); *See also Peer v. Lewis*, 2008 WL 2047978 at *10 (S.D.FL. 2008) (considering issue of damages raised in FRCP 50(b) motion despite failure to file FRCP 50(a) motion where issue was a matter of law and district court could make such finding on its own accord).

26 ⁴ *See Atkinson v. MGM Grand Hotel, Inc.*, 120 Nev. 639, 642 (2004) (*citing Jackson v. State*, 117 Nev. 116, 120 (2001)).

27 ⁵ *See Village Development Co. v. Filice*, 90 Nev. 305, 315 (1974), *rev'd on other grounds, Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725 (2008).

28 ⁶ *See Atkinson v. MGM Grand Hotel, Inc.*, 120 Nev. 639, 642 (2004) (*citing Silver State Disposal v. Shelley*, 105 Nev. 309, 311 (1989)).

1 **3. NRCP 52(c).**

2 Similarly, as to matters to be determined solely by the Court, NRCP 52(b) permits a party
3 to request amended findings, make additional findings, or amend the judgment. Rule 52(b) affords
4 this Court wide discretion to alter or amend its findings or judgment: “[Rule 52(b)] is a species of
5 safety provision the precise scope of which was left undefined. Its application to any given situation
6 must in the final analysis be left to the good sense and experience of the judges.”⁷ Likewise, a court
7 may enter a judgment on partial findings under NRCP 52(c) where “a claim or defense cannot under
8 the controlling law be maintained or defeated without a favorable finding on that issue.”⁸

9 **4. NRCP 59(a).**

10 The Court may grant a motion for new trial under NRCP 59(a) in order to prevent a
11 “miscarriage of justice.”⁹ Specifically, a new trial may be granted where the Court finds: “(1)
12 [i]rregularity in the proceedings of the court...or abuse of discretion by which either party was
13 prevented from having a fair trial;....(5) Manifest disregard by the jury of the instructions of the
14 court;....(7) Error in law occurring at the trial and objected to by the party making the motion.”¹⁰
15 Where a party’s right to a fair trial has been materially affected, a new trial should be granted.¹¹

16 Specifically, the grant of a new trial is appropriate where jurors failed to properly apply the
17 instructions of the court, which otherwise would have rendered the verdict reached impossible.¹²
18 Likewise, a new trial is warranted where the district court abused its discretion in admitting jury
19 instructions over the objection of a party.¹³ Despite the court’s discretion in deciding jury
20 instructions, “a party is entitled to have the jury instructed on all of his case theories that are
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22
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24 ⁷ *U.S. v. Jeffrey*, 473 F.2d 268, 271 (9th Cir. 1973).

25 ⁸ NRCP 52(c).

26 ⁹ See *Charles v. Norfolk & W.Ry. Co.*, 188 F.2d 691, 692 (7th Cir. 1951).

27 ¹⁰ See NRCP 59(a).

28 ¹¹ See *Stafford v. Magruder*, 2016 WL 3964630, at *3 (Nev. July 15, 2016); *Coe v. Centeno-Alvares*, 2009 WL 3189341, at *2 (Nev. Sept. 28, 2009).

¹² See, e.g., *Weaver Bros., Ltd. v. Misskelley*, 98 Nev. 232, 234 (1982) (citing *Fox v. Cusick*, 91 Nev. 218 (1975)); see also *Taylor v. Silva*, 96 Nev. 738, 740 (1980).

¹³ See *Woosley v. State Farm Ins. Co.*, 117 Nev. 182, 188-94 (2001).

supported by the evidence.”¹⁴ Indeed, an abuse of discretion occurs where the denial of a jury instruction causes prejudicial error.¹⁵

5. NRCP 59(e).

Likewise, a district court may alter or amend a judgment pursuant to NRCP 59(e) in order to correct “manifest errors of law or fact” and “to prevent manifest injustice.”¹⁶ In addition to altering or amending a judgment, NRCP 59(e) also permits a party to seek relief by way of a motion to vacate a judgment.¹⁷ The relief permitted under NRCP 59(e) is so broad that it encompasses any motion that “request[s] a substantive alteration of the judgment, not merely a correction of a clerical error, or relief of a type wholly collateral to the judgment.”¹⁸

Further, to the extent that any of the other rules of civil procedure pertaining to post-trial and post-judgment relief are applicable to the substantive issues raised below (e.g. NRCP 49, 50, 51, 52, 59, and 60), the Estate hereby invokes the same for consideration by this Court.¹⁹

III. ARGUMENT

1. Post-Trial Relief Should Be Granted Due to the Court’s Grant of Summary Judgment Against the Estate on Its Claim for Breach of Oral Contract.

The grant of summary judgment on the Estate’s claim for breach of oral contract was erroneous as a matter of law and warrants post-trial relief as it prejudiced the Estate at trial and resulted in an erroneous judgment and verdict.

On August 9, 2018, this Court ruled that that the Estate’s claim for breach of oral contract was barred by the statute of limitations.²⁰ The Court appears to have based this ruling on the basis that Jonathan, in his capacity as personal representative, was placed on inquiry notice that the school

¹⁴ See *Atkinson v. MGM Grand Hotel, Inc.*, 120 Nev. 639, 642 (2004) (citing *Silver State Disposal v. Shelley*, 105 Nev. 309, 311 (1989)).

¹⁵ See *Village Development Co. v. Filice*, 90 Nev. 305, 315 (1974), *rev’d on other grounds*, *Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725 (2008).

¹⁶ *AA Primo Builders, LLC v. Washington*, 126 Nev. 576, 582, 245 P.3d 1190, 1193 (2010).

¹⁷ See *id.*

¹⁸ *Id.*

¹⁹ See, e.g., *Monte Vista Lodge v. Guardian Life ins. Co. of America*, 384 F.2d 126, 129 (9th Cir. 1967) (Where party makes a timely motion and states the grounds therefor, court should grant relief appropriate thereto regardless of whether party gave proper nomenclature for its motion).

²⁰ See Court Minutes, 08/09/18, attached as **Exhibit 2**.

1 was not honoring Milton's legacy "prior to March of 2010."²¹ On August 16, 2018, this Court
 2 heard and denied the Estate's Motion for Reconsideration of the Court's Order Granting Summary
 3 Judgment on the Estate's Claim for Breach of Contract.²² In so doing, the Court reasoned that
 4 inquiry notice could not be tolled as a matter of law.²³

5 The Court's ruling that the Estate's claim for breach of oral contract is barred by the statute
 6 of limitations is erroneous because that finding that inquiry notice occurred in "March of 2010" is
 7 well within the four-year statute of limitation period for an oral contract, given that the Estate filed
 8 its Petition on May 28, 2013.²⁴ Moreover, even should the Court have found that inquiry notice
 9 occurred outside the statute of limitations for an oral contract, summary judgment was still
 10 inappropriate since genuine issues of material fact existed regarding when inquiry notice occurred
 11 and whether equitable estoppel or tolling applied. Indeed, a district court can only find inquiry
 12 notice as a matter of law where "uncontroverted evidence proves that the plaintiff discovered or
 13 should have discovered the facts giving rise to the claim...."²⁵ Here, the only "uncontroverted
 14 evidence" that "irrefutably demonstrates" when the Executor knew of the facts giving rise to his
 15 claims is his correspondence of March and May, 2010.²⁶ Prior to that date, the testimony and
 16 evidence at trial demonstrated that material issues of fact that must be determined by the jury such
 17 as the Executor's testimony that he did not see the Adelson School sign in 2008,²⁷ but rather saw it

21 ²¹ See Transcript of Proceedings 08/09/18, at 49:21—51:23, attached as **Exhibit 3**.

22 ²² See Order Denying the Estate's Motion for Reconsideration of the Court's Order Granting Summary Judgment on the
 23 Estate's Claim for Breach of Oral Contract and for the Adelson School' Countermotion to Strike the August 14, 2018
 Declaration of Jonathan Schwartz and All Attached Exhibits in Support, filed October 4, 2018 ("Order Denying
 Reconsideration"), attached as **Exhibit 4**.

24 ²³ See Transcript of Proceedings 08/16/18, at 73:17-75:3, attached as **Exhibit 5**.

25 ²⁴ Cf. NRS 11.190(1)(b) (four-year statute of limitation for oral contract) with Ex. 2, TR 08/09/18 at 51:5-12, and Trial
 Exhibit 62, Petition for Declaratory Relief, filed 05/28/13.

26 ²⁵ *Siragusa v. Brown*, 114 Nev. 1384, 1401, 971 P.2d 801, 812 (1998). See also *Winn v. Sunrise Hosp. & Med. Ctr.*, 128 Nev.
 246, 252-53, 277 P.3d 458, 462-63 (2012) ("only when evidence irrefutably demonstrates this accrual date may a district
 court make such a determination as a matter of law.").

27 ²⁶ See, e.g., Appendix of Trial Transcripts ("ATT") filed on 09/03/18 at Vol. 6, 08/30/2018 Testimony of Jonathan
 Schwartz at 156:17-19; Trial Ex. 1012, Email from J. Schwartz to Schiffman, 03/09/10; Trial Exhibit 55, Letter from J.
 Schwartz to Adelson, 05/10/10.

28 ²⁷ See ATT at Vol. 6, 08/30/2018 Testimony of Jonathan Schwartz ("Schwartz Testimony") at 156:17-19 ("Q. Do you
 remember seeing that sign when you went to the campus in 2008? A. I do not.").

1 in March of 2010.²⁸

2 Additionally, issues of material fact existed regarding equitable estoppel and equitable
3 tolling²⁹ sufficient for the jury to have been able to determine inquiry notice was tolled by the
4 Adelson School's conduct. For example, Jonathan's testimony that Paul Schiffman, who informed
5 the Executor the sign only applied to the high school,³⁰ and the multiple items of, what Schiffman
6 termed, "embarrassing" correspondence the Adelson School provided to Jonathan (bearing the
7 Milton I. Schwartz Hebrew Academy ("MISHA") logo, even though the School had changed its
8 name and had discontinued use of letterhead bearing the MISHA logo)³¹ could have easily led the
9 jury to conclude the Adelson School misled Jonathan such that the statute of limitations was tolled
10 or the Adelson School was estopped occurred from asserting the same.

11 The Estate was prejudiced by the dismissal of its claim for breach of oral contract because
12 it required the Estate to substantially alter its trial strategy and presentation to the jury. Indeed,
13 because of this ruling, the Estate was required to place substantially more emphasis on proving the
14 existence of a written contract since an oral contract would have resulted in a judgment against the
15 Estate. However, because of the partial summary judgment, the Estate was prejudiced by having
16 to focus solely on the formation of a written contract. But for the Court's ruling dismissing the

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19 ²⁸ See *id.* at 156:20-22 (Q. When is the first time you remember seeing it? A. Years later."). See also, *id.* at 157:2-11 ("Q. Does it refresh your recollection that you may have visited 2010th of March? A. I know I was there in 2010. Q. What did you do when you first recognized the sign? A. I remember having a discussion with Paul Schiffman about it.").

20 ²⁹ Under Nevada law, inquiry notice is tolled and a party is estopped from asserting the statute of limitations where the
21 defendant concealed from the plaintiff material facts thereby preventing the plaintiff from discovering a potential cause of
22 action. See *Harrison v. Rodriguez*, 101 Nev. 297, 299, 702 P.2d 1015, 1016-17 (1985) ("If the jury were to find that the
23 statements were made with the intent to mislead [plaintiff] as to the total amount [defendant] would pay, or to cause him
24 to refrain from filing suit, such an intent could give rise to an estoppel to assert the statute of limitations as a defense.");
25 *Mahban v. MGM Grand Hotels, Inc.*, 100 Nev. 593, 596, 691 P.2d 421, 423 (1984) (equitable estoppel occurs where defendant's
affirmative conduct, consisting of either acts or representations, misleads another who is ignorant of the true facts and relies
on such acts or representations to his detriment); *Copeland v. Desert Inn Hotel*, 99 Nev. 823, 825-27, 673 P.2d 490, 491-92
(1983) (equitable tolling may apply where a defendant deceived or provided false assurances to plaintiff); *Fager v. Hundt*, 610
N.E.2d 246, 251 (Ind. 1993) (stating that a defendant is estopped "from asserting the statute of limitations when he has,
either by deception or by a violation of a duty, concealed from the plaintiff material facts thereby preventing the plaintiff
from discovering a potential cause of action.") (internal quotations and citations omitted).

26 ³⁰ See, *id.* at 129:4-13.

27 ³¹ See ATT at Vol. 5, 08/29/2018 Testimony of Paul Schiffman at 79:1-5 ("Q. And this again was sent two years after you
28 testified that the letterhead changed in May of 2008? A. Yes. If I can add this is the first time I have seen this and I'm
embarrassed by it."); Trial Ex. 157 (04/17/2008 Letter from Paul Schiffman); Trial Ex. 159 (05/28/2008 Letter from 2008
Gala Committee); Trial Ex. 162 (03/04/2010 Letter from Davida Simms); Trial Ex. 165 (12/02/2011 Letter from The 2011-
2012 Gala Committee).

claim for breach of oral contract, the Estate would have spent substantial time and emphasis in closing argument to discuss the creation of an oral contract and walking the jurors through such contract formation.

Accordingly, the Court should vacate the Judgment and grant a new trial to permit the Estate the ability to present and focus upon the formation and breach of an oral contract.

2. Post-Trial Relief Should Be Granted Due to the Refusal to Provide a Jury Instruction For the Alteration/Modification of Contract.

In addition, the Court should vacate the judgment and grant a new trial due to the refusal to provide the Estate's requested jury instruction regarding the alteration or modification of contract.

On September 5, 2018, the Estate sought the instruction of Nevada Jury Instruction 13 CN.15 "Alteration: Modification" of a contract.³² Specifically, the proposed instruction provided:

Alteration: Modification

Parties to a contract may modify the contract, but all parties to the contract must agree to the new terms. An oral agreement can modify a written contract even if the written contract states that any modification of its terms be in writing.

To prove modification, there must be clear and convincing evidence of:

1. A written or oral agreement of the parties to modify the contract; or
2. Conduct of the parties that recognizes the modification, such as a course of performance that reflects the modification; or
3. Other evidence sufficient to show the parties' agreement to modify their contract, such as acquiescence in conduct that is consistent with the modification and a failure to demand adherence to the original contract terms.³³

The Court denied the proposed instruction over the Estate's objection on the basis that "the modification instruction was not relevant."³⁴

However, this finding was erroneous because Nevada law recognizes that a contract may be altered or modified.³⁵ Indeed, alteration and/or modification were important issues especially

³² See Proposed Jury Instructions Not Used at Trial, 09/05/18, at page 34, Alteration: Modification, attached as **Exhibit 6**.

³³ *Id.*

³⁴ See Court Minutes, 09/04/18, attached as **Exhibit 7**.

³⁵ See, e.g., *Jensen v. Jensen*, 104 Nev. 95, 98, 753 P.2d 342, 344 (1988); *Joseph F. Sanson Inv. Co. v. Cleland*, 97 Nev. 141, 625 P.2d 566 (1981); *Clark County Sports Enterprises, Inc. v. City of Las Vegas*, 96 Nev. 167, 172, 606 P.2d 171, 175 (1980); *Silver Dollar*

1 where the original terms might only have been determined by the course of performance and
2 conduct of the parties to reflect the terms.

3 For example, without an instruction regarding the ability of parties to alter or modify a
4 contract, the testimony concerning changes in the course of performance over the years led to
5 prejudicial inferences that such conduct was merely to be considered a breach of an agreement or
6 evidence of a lack of a contract.³⁶ Likewise, if the proposed instruction had been provided, jurors
7 would have the law necessary to permit them to find that the letter from Roberta Sabbath to Milton
8 Schwartz, dated May 23, 1996 ("1996 Sabbath Letter"), which set forth terms of performance
9 agreed upon by the school, constituted a modification or memorialization of the naming rights
10 agreement existing since 1989.³⁷ For example, the instruction would have enabled the jurors to
11 determine that terms contained in the 1996 Letter such as restoring the name to the "Milton I.
12 Schwartz Hebrew Academy, amending the bylaws to reflect such name change, restoring the
13 marker in front of the school to reflect the name, changing the school's formal stationary and future
14 brochures to include the full name, and displaying the full name in print advertising modified and/or
15 memorialized terms of performance that otherwise subject to prejudicial speculation.³⁸

16 However, because the Court refused the jury instruction, the Estate was prejudiced and
17 prevented from asserting two arguments at trial: (1) that the course of conduct by the school
18 constituted a modification of terms of the naming rights agreement (especially as to any terms that
19 might otherwise have been believed to be missing and/or vague); and (2) the terms and promises
20 set forth in the 1996 Sabbath Letter constituted a modification and/or memorialization of the terms
21 of the naming rights agreement. Accordingly, the Court should vacate the judgment and grant a
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23 *Club v. Cosgriff Neon*, 80 Nev. 108, 110-11, 389 P.2d 923, 924 (1964); *see also*, *J.A. Jones Const. Co. v. Lehrer McGovern Bovis, Inc.*,
120 Nev. 277, 294-95, 89 P.3d 1009, 1020-21 (2004).

24 ³⁶ *See, e.g.*, ATT at Vol. 7, 08/31/18 Testimony of Sam Ventura at 40:22-41:2 ("Q. And do you remember that if – you never
25 thought at that time, did you, that by putting Dr. Lubin Saposhnik's name on the elementary school it would be a violation
26 of any agreement with Mr. Schwartz? A. No, I never thought it was."); 43:18-44:1 (Q. Would you agree that he must not
27 have thought it was a violation if he voted to put her name on it? Does that make sense to you? A. Makes sense. Q. And
28 kind of in connection with that last point, Mr. Schwartz never mentioned to you that he felt the school had somehow
breached any naming rights agreement with him at any time, right? A. No, we never actually discussed that.").

³⁷ *See* Trial Exhibit 139, 1996 Sabbath Letter.

³⁸ *See id.* *See also* ATT at Vol. 8, 08/31/18 Ventura Testimony at 40:24-41:8 ("Q. And as you sit here today, you don't
remember exactly what the agreement was, whether it would be the corporation or the building or any particulars, right? A.
I don't.").

new trial to permit the Estate the ability to place the evidence introduced at trial in the context of law permitting parties to alter or modify a contract.

3. **Post-Trial Relief Should Be Granted Due to the Refusal to Provide a Jury Instruction Relating to the Implied Breach of the Covenant of Good Faith and Fair Dealing.**

Likewise, the Estate is entitled to post-trial relief because it was not permitted to instruct the jury on the implied covenant of good faith and fair dealing. In addition to the instruction for Alteration: Modification, the Estate also proffered Nevada Jury Instruction 13CN.44, “Performance/Breach: Implied Covenant of Good Faith and Fair Dealing.”³⁹ Specifically, the proposed instruction provided:

Performance/Breach: Implied Covenant of Good Faith and Fair Dealing

In every contract there is an implied promise of good faith and fair dealing, obligating the parties to pursue their contractual rights in good faith and not engage in arbitrary, unfair acts that interfere with any other party receiving the benefits of the contract. This obligation is independent of the express provisions of the contract. Consequently, if the terms of the contract are literally complied with, but one party to the contract deliberately contravenes the intention and spirit of the contract, or performs their contractual obligations in a way that is unfaithful to the purpose of the contract and the justified expectations of the other party to the contract are thereby denied, there is a breach of the implied duty of good faith and fair dealing.⁴⁰

The Court denied the proposed instruction over the Estate’s objection on the basis that “there was no claim for breach which is a specific business tort that doesn’t apply here.”⁴¹

However, this finding was erroneous. In *Hilton Hotels Corp. v. Butch Lewis Productions, Inc.*, the Nevada Supreme Court noted that it was possible for a cause of action for breach of implied covenant of good faith and fair dealing to be derived language in the complaint that “defendant breached their obligations to plaintiff under the agreement.”⁴² Here, the Estate’s Petition for

³⁹ See Ex. 6, Proposed Jury Instructions Not Used at Trial at p. 41, Performance/Breach: Implied Covenant of Good Faith and Fair Dealing.

⁴⁰ *Id.*

⁴¹ See Ex. 7 Court Minutes, 09/04/18.

⁴² *Hilton Hotels Corp. v. Butch Lewis Productions, Inc.*, 107 Nev. 226, 232-34, 808 P.2d 919, 922-24 at fn. 5 (1991).

1 Declaratory Relief asserted that the Adelson School breached its “obligations and promises” and
 2 further “has breached its agreements and promises” under the naming rights agreement.⁴³
 3 Accordingly, the Estate sufficiently pled a claim for breach of the implied covenant of good faith
 4 and fair dealing and it was error for the Court to bar the inclusion of such instruction on that basis.

5 Because the Court refused the jury instruction, the Estate was prevented from instructing
 6 the jury that the Adelson School contravened the intent and spirit of any naming rights agreement
 7 by and between Milton and the school. Accordingly, the Court should vacate the judgment and
 8 grant a new trial to permit the Estate the ability to place the evidence introduced at trial in the
 9 context of law establishing that the Adelson School breached an implied covenant of good faith and
 10 fair dealing concerning the naming rights agreement between Milton Schwartz and the school.

11 **4. Post-Trial Relief Should Be Granted as to the Estate’s Claim for Breach of**
 12 **Contract, Because the Jury’s Verdict Constituted a Miscarriage of Justice and**
 13 **Manifest Disregard of Jury Instructions and Resulted in an Erroneous**
 14 **Judgment.**

15 In addition to the issues set forth above, the Court should amend or vacate the Judgment
 16 and/or grant a new trial because the jurors manifestly disregarded the jury instructions, that resulted
 17 in a jury verdict constituting a miscarriage of justice and a judgment that contains manifest errors
 18 in law and fact. As demonstrated during the seven days of trial, the Estate presented sufficiently
 19 overwhelming evidence concerning the formation of a naming rights agreement such that had the
 20 jurors properly applied the instructions of the Court, it would have been impossible for them to
 21 reach a verdict that no contract existed. Indeed, the Estate presented overwhelming evidence
 22 demonstrating a valid offer, acceptance, meeting of the minds and consideration sufficient to create
 23 an enforceable agreement.⁴⁴ As set forth below, had the jurors properly applied the jury instructions
 24 relating to: (a) offer; (b) acceptance; (c) meeting of the minds; and (d) consideration, it would have
 25 been impossible for them to have returned a verdict finding that Milton had no naming rights
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27 ⁴³ Trial Exhibit 62, Petition for Declaratory Relief, 05/28/2013 at 8:15-16 and 9:12-16.

28 ⁴⁴ *May v. Anderson*, 121 Nev. 668, 119 P.3d 1254 (2005); *Keddie v. Beneficial Ins., Inc.*, 94 Nev. 418, 421, 580 P.2d 955, 956 (1978) (Batjer, C.J., concurring).

1 contract.⁴⁵

2 ***A. The Jurors Manifestly Disregarded Jury Instruction Nos. 5, 6, 21, 22, 23 and***
 3 ***28 Relating to an Offer.***

4 Under Nevada law, a valid offer occurs where one party promises to make payment or
 5 perform an action in exchange for a return promise or payment.⁴⁶ This law was properly set forth
 6 in Jury Instruction 23.⁴⁷ At trial, the Estate presented overwhelming evidence that in 1989 Milton
 7 offered \$500,000 in exchange for naming the school the Milton I. Schwartz Hebrew Academy in
 8 perpetuity and/or that the school offered Milton the naming rights set forth in the 1996 Sabbath
 9 Letter in exchange for his future contributions and involvement as to the 1996 Agreement. For
 10 example, the official records of the school reflect and memorialize that Milton offered \$500,000 in
 11 exchange for perpetual naming rights.⁴⁸ In addition, the board members of the school in 1989 all
 12 testified that Milton offered a donation in exchange for naming the school the Milton I. Schwartz
 13 Hebrew Academy in perpetuity.⁴⁹ Indeed, Milton likewise recalled the 1989 offer he made to the
 14 school.⁵⁰ The fact that the board members had different recollections from each other as to the
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 17 ⁴⁵ See Ex. 1, Notice of Entry of Jury Verdict at Exhibit 1, Jury Verdict at Question 1. See also Jury Instructions at Instruction
 18 #21 and #22, attached hereto as **Exhibit 8**.

19 ⁴⁶ *Las Vegas Hacienda, Inc. v. Gibson*, 77 Nev. 25, 359 P.2d 85 (1961). Cf. *Gulf Oil Corp. v. Clark County*, 94 Nev. 116, 118,
 20 575 P.2d 1332, 1333 (1978); *McCone v. Eccles*, 42 Nev. 451, 457, 181 P. 134, 136 (1919).

21 ⁴⁷ See Ex. 8, Jury Instructions at Instruction No. 23 ("An offer is a promise to do or not to do something on specified terms
 22 that is communicated to another party under circumstances justifying the other party in concluding that acceptance of the
 23 offer will result in an enforceable contract.").

24 ⁴⁸ See, Trial Ex. 118 at Ex. A attached thereto (donation spreadsheet); Trial Ex. 3 (08/22/1990 Certificate of Amendment
 25 of the Articles of Incorporation of The Hebrew Academy); Trial Ex. 17 (04/13/1999 Bylaws).

26 ⁴⁹ See, ATT at Vol. 1, 08/23/2018 Testimony of Lenard Schwartzter ("Schwartzter Testimony") at 82:24-83:25 ("Q. So, in
 27 addition to a half million dollars that he donated, he also had friends he also solicited friends for donations as well? A. He
 28 was the main – the main fundraiser. I mean, if there was a million dollars raised, he raised nine hundred thousand of it or
 800,000 of it everybody else donated a couple thousand dollars and maybe got another friend to donate a thousand but he
 got people to donate \$200,000. Q. What did the school give in return? A. Well, the board agreed to name the school the
 Milton I. Schwartz Hebrew Academy. Q. How long? A. My recollection is in perpetuity, meaning forever."); ATT 08/24/18
 347: 7-13 ("Q. Dr. Sabbath what was your understanding of the agreement? A. The agreement was quid pro quo of the
 donation, which I had remembered would be a million dollars. And to have the school be named after him in perpetuity.
 And that was the spirit of what the board intended."); ATT at Vol. 7, 08/31/18 Testimony of Dr. Tamar Lubin Saposhnik
 ("Lubin Testimony") at 14:11-18 ("Q. The school. Mr. Schwartz, correct me if I'm wrong, but he gave the school a half
 million dollars and then he orchestrated the financing of the \$1.5 million. What did he get in return from the school? A.
 He got to have his name on the school. Q. Would that be for in perpetuity? A. Yeah.").

⁵⁰ See, Trial Ex. 134 (03/31/1993 Second Supp. Aff. Milton I. Schwartz at ¶ 5 ("The Affiant donated \$500,000 to the
 Hebrew Academy with the understanding that the school would be renamed the Milton I. Schwartz Hebrew Academy in
 perpetuity. That subsequent to that donation being made the By-Laws were changed to specifically raise the fact and that

1 exact amount offered by Milton would have been immaterial had the jurors followed Jury
 2 Instructions 5 and 6, which provide that corporations act through resolutions and decisions made
 3 by the board as opposed to the individual recollections of board members twenty years after the
 4 fact.⁵¹ Likewise, overwhelming evidence was presented at trial that 1996 Sabbath letter could have
 5 separately constituted an offer by the school to provide Milton perpetual naming rights in exchange
 6 for his renewed participation with the school.⁵² Due to this overwhelming evidence concerning the
 7 existence of a valid offer, had the jurors properly applied Jury Instruction Nos. 5, 6, 21, 22, 23 and
 8 28 it would have been impossible for them to reach the verdict they reached.⁵³

10 ***B. The Jurors Manifestly Disregarded Jury Instruction Nos. 5, 6, 21, 22, 24 and***
 11 ***28 Relating to the School's Acceptance of Milton's Offer.***

12 Under Nevada law, valid acceptance of an offer occurs where a party manifests mutual
 13 assent by accepting the terms and conditions set forth in the offer without modification or
 14 alteration.⁵⁴ This law was properly set forth in Jury Instruction No. 24.⁵⁵ At trial, the Estate
 15 presented overwhelming evidence that the school accepted Milton's offer made in 1989. For
 16 example, the school's records reflect that the school formally accepted Milton's donation of
 17 \$500,000 and performed in like regard by amending the bylaws, the articles of incorporation and

18
 19 as a result of the change, Article I, Paragraph 1 of the By-Laws read "The name of this corporation is the Milton I. Schwartz
 20 Hebrew Academy (hereinafter referred to as The Academy) and shall remain so in perpetuity.")

21 ⁵¹ See Ex. 7, Jury Instructions at Instruction Nos. 5 ("A non-profit corporation acts through resolutions and decisions made
 22 by its board") and 6 ("Any proceedings, conclusions or actions of individual board members outside of an official meeting
 of the board acting as a board, cannot be construed as legal actions by the School or be found to be binding upon the
 School, unless the Board directs an individual to so act.").

23 ⁵² See, e.g., Trial Ex. 14 (Minutes 05/19/96); Trial Ex. 139 (05/23/1996 Sabbath Letter); ATT at Vol. 3, 08/27/18 Testimony
 24 of Dr. Robert Sabbath ("Sabbath Testimony") at 34:8-15: ("Q. Dr. Sabbath, to your knowledge and understanding what
 was the board's intent by sending this letter to Milton Schwartz? A. I believe I said that earlier we were trying to rebuild
 bridges and goodwill, as well as credibility in not only the Jewish community by the community at large, and one of the first
 important steps was reaching back out to our biggest donor. Q. And to your knowledge, as a result of this letter, did Mr.
 Schwartz come back and get involved with the school again? A. Yes.").

25 ⁵³ See *Weaver Bros., Ltd. v. Misskelley*, 98 Nev. 232, 234 (1982).

26 ⁵⁴ *Keddie v. Beneficial Insurance, Inc.*, 94 Nev. 418, 421-22, 580 P.2d 955, 956 (1978) (Batjer, C.J., concurring). See also *McCone*
v. Eccles, 42 Nev. 451, 457, 181 P. 134, 136 (1919); *Morrill v. Tebama Consolidated Mill & Mining Co.*, 10 Nev. 125, 136 (1875).

27 ⁵⁵ See Ex. 8, Jury Instruction No. 24 ("An acceptance is an unqualified and unconditional asset to an offer without any
 28 change in the terms of the offer, that is communicated to the party making the offer in accordance with any condition for
 acceptance of the offer that have been specified by the party making the offer, or if no such conditions have been specified,
 in any reasonable and usual manner of acceptance.").

1 the title to the property.⁵⁶ Further, Dr. Sabbath testified that by accepting the checks from Milton
 2 she and the board intended to be bound by the promise that the school would be named MISHA in
 3 perpetuity.⁵⁷ The varying testimony of the individual board members as to what performance was
 4 accepted is irrelevant as the corporate records reflect the acceptance of a \$500,000 donation without
 5 any further obligations for performance⁵⁸ and such individual conflicting recollections would have
 6 been immaterial had the jurors followed Jury Instructions 5 and 6, which provide that corporations
 7 act through resolutions and decisions made by the board as opposed to the individual recollections
 8 of board members twenty years after the fact.⁵⁹ Likewise, undisputed evidence was presented at
 9 trial that Milton accepted the offer presented in the 1996 Sabbath Letter, which resulted in Milton's
 10 renewed participation, contributions, and, ultimately, the bequest set forth in his 2004 Last Will.⁶⁰
 11 Due to this overwhelming evidence concerning acceptance, had the jurors properly applied Jury
 12 Instruction Nos. 5, 6, 21, 22, 24 and 28 it would have been impossible for them to reach the verdict
 13 they reached.⁶¹

⁵⁶ See, e.g., Trial Ex. 112 (08/14/1989 Minutes accepting Milton's donation); Trial Ex. 121 (11/29/1990 Minutes resolving to amend bylaws to change the name of school to MISHA in perpetuity); Trial Ex. 5 (12/19/90 Bylaws at Art. 1 ¶1 ("Name: The name of this corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall remain so in perpetuity."); Trial Ex. 118 (Building Fund Pledges 07/01/88—02/21/90).

⁵⁷ See ATT at Vol. 2, 08/24/18 Sabbath Testimony at 345:19-346:19 ("Q. So in your capacity as representing the board, did you agree to accept the money that Mr. Schwartz gave you in exchange for perpetual naming rights to the school? A. That was the gentleman's agreement. And we were representing the board and the intention of the board and the goodwill that generous gift engendered. Q. But did you agree to be bound by that promise that the school would be named for him in perpetuity? A. I did not personally agree to be bound. As a board member, that was the intention that I understood. Q. Of the whole board? A. Yes.").

⁵⁸ See, e.g., NRS 82.196 and 82.201 (corporate resolutions and bylaws constitute actions of the corporation). See also, *Barnhardt v. Gray*, 15 Cal. App. 2d 307, 311, 59 P.2d 454, 456 (1936)(individual acts of board members do not bind corporation unless authorized by board."

⁵⁹ See Ex. 8, Jury Instructions at Instruction Nos. 5 ("A non-profit corporation acts through resolutions and decisions made by its board") and 6 ("Any proceedings, conclusions or actions of individual board members outside of an official meeting of the board acting as a board, cannot be construed as legal actions by the School or be found to be binding upon the School, unless the Board directs an individual to so act.").

⁶⁰ See, e.g., ATT at Vol. 2, 08/24/2018 Testimony of Susan Pacheco ("Pacheco Testimony") at 270:20-21 and 271:1-6 ("Q: Do you know how this letter came about, why it was sent to Mr. Schwartz? A. It came about because Mr. Schwartz wanted his name back on the school. He wanted it in perpetuity. He wanted to be back on the board as well."); *Id.* at 278:1-15 and 278:1-18; ATT at Vol. 3, 08/27/2018 Schwartz Testimony at 121:3-6 ("Q. Are you aware of any actions that your father took after receiving the letter? A. He went back on the board, and he started resuming donations to the school."); Trial Ex. 103B (1990 donations totaling \$10,000); Trial Ex. 103D (2000 donation of \$1,800); Trial Ex. 103A (2004 donation of \$135,278)(example of Milton donations from Pacheco spreadsheet); Trial Ex. 628 (05/13/2003 Minutes reflecting donations from Milton); Trial Ex. 22 (Last Will at par. 2.3); Trial Ex. 20/638 (05/13/2013 The Milton I. Schwartz Hebrew Academy Minutes (minutes reflecting Milton's participation and involvement).

⁶¹ See *Weaver Bros., Ltd. v. Misskelley*, 98 Nev. 232, 234 (1982).

C. The Jurors Manifestly Disregarded Jury Instruction Nos. 5, 6, 21, 22, 25 and 28 Relating to the Meeting of the Minds.

Under Nevada law, the parties possess requisite contractual intent or “meeting of the minds” where the parties have agreed upon the terms and conditions of performance.⁶² This law was properly set forth in Jury Instruction No. 25.⁶³ At trial, the Estate presented overwhelming evidence that both Milton and the school intended to enter into a binding naming rights agreement. For example, all parties involved at the time concur that they mutually intended to be bound by the agreement in 1989 to name the school MISHA in perpetuity in consideration for Milton’s donation.⁶⁴ Although witnesses provided varying testimony as to the term “school,” such ambiguity does not render the contract void for lack of meeting of the minds. Likewise, to the extent that the 1996 Sabbath Letter could be considered a separate agreement, evidence presented indicates a mutuality of intent to be bound by the terms and conditions set forth therein.⁶⁵ Due to this

⁶² *James Hardie Gypsum (Nevada) Inc. v. Inquipco*, 112 Nev. 1397, 1402, 929 P.2d 903, 906-07 (1996) (case has since been overruled); *Hotel Riviera, Inc. v. Torres*, 97 Nev. 399, 400-01, 632 P.2d 1155, 1157 (1981); *Morrill v. Tehama Cons. Mill & Mining Co.*, 10 Nev. 125, 134 (1875); *Hilfyer v. The Overman Silver Mining Co.*, 6 Nev. 51, 56-7 (1870).

⁶³ See Ex. 8, Jury Instruction No. 25 (“A contract requires a “meeting of the minds,” that is, the parties must assent to the same terms and conditions in the same sense. However, contractual intent is determined by the objective meaning of the words and conduct of the parties under the circumstances, not any secret or unexpressed intention or understanding of one or more parties to the contract.”).

⁶⁴ See *supra* sections 4(a) –(4)(c). See also, ATT at Vol. 1, 08/23/2018 Schwartz Testimony at 82:24-83:25 (“Q. So, in addition to a half million dollars that he donated, he also had friends he also solicited friends for donations as well? A. He was the main – the main fundraiser. I mean, if there was a million dollars raised, he raised nine hundred thousand of it or 800,000 of it everybody else donated a couple thousand dollars and maybe got another friend to donate a thousand but he got people to donate \$200,000. Q. What did the school give in return? A. Well, the board agreed to name the school the Milton I. Schwartz Hebrew Academy. Q. How long? A. My recollection is in perpetuity, meaning forever.”); ATT at Vol. 2, 08/24/18 Sabbath Testimony at 347: 7-13 (“Q. Dr. Sabbath what was your understanding of the agreement? A. The agreement was quid pro quo of the donation, which I had remembered would be a million dollars. And to have the school be named after him in perpetuity. And that was the spirit of what the board intended.”); ATT at Vol. 7, 08/31/18 Lubin Testimony at 14:11-18 (“Q. The school. Mr. Schwartz, correct me if I’m wrong, but he gave the school a half million dollars and then he orchestrated the financing of the \$1.5 million. What did he get in return from the school? A. He got to have his name on the school. Q. Would that be for in perpetuity? A. Yeah.”); Trial Ex. 134 (03/31/1993 Second Supp. Affidavit of Milton I. Schwartz at ¶ 5 (“The Affiant donated \$500,000 to the Hebrew Academy with the understanding that the school would be renamed the Milton I. Schwartz Hebrew Academy in perpetuity. That subsequent to that donation being made the By-Laws were changed to specifically raise the fact and that as a result of the change, Article I, Paragraph 1 of the By-Laws read “The name of this corporation is the Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall remain so in perpetuity.”) (Trial Ex. 112 (08/14/1989 Minutes accepting Milton’s donation); Trial Ex. 384 (11/29/1990 Minutes resolving to amend bylaws to change the name of school to MISHA in perpetuity); Trial Ex. 5 (12/19/90 Bylaws at Art. 1 ¶1 (“Name: The name of this corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall remain so in perpetuity.”); Trial Ex. 118 (Building Fund Pledges 07/01/88—02/21/90)).

⁶⁵ See *supra* sections 4(a) –(4)(c). See, e.g., Trial Ex. 14 (05/19/1996 Minutes); Trial Ex. 139/139A (05/23/1996 Sabbath Letter; ATT at Vol. 3, 08/27/18 Sabbath Testimony at 34:8-15 (“Q. Dr. Sabbath, to your knowledge and understanding what was the board’s intent by sending this letter to Milton Schwartz? A. I believe I said that earlier we were trying to rebuild bridges and goodwill, as well as credibility in not only the Jewish community by the community at large, and one of the first important steps was reaching back out to our biggest donor. Q. And to your knowledge, as a result of this letter, did Mr.

overwhelming evidence concerning meeting of the minds, had the jurors properly applied Jury Instruction Nos. 5, 6, 21, 22, 25 and 28 it would have been impossible for them to reach the verdict they reached.⁶⁶

D. The Jurors Manifestly Disregarded Jury Instruction Nos. 5, 6, 21, 22, 26 and 28 Relating to the Consideration.

Under Nevada law, valid consideration occurs where “a performance or return promise ... is sought by the promisor in exchange for his promise and is given by the promise in exchange for that promise.”⁶⁷ This law was properly set forth in Jury Instruction No. 26.⁶⁸ At trial, the Estate presented overwhelming evidence that bargained for consideration existed. Specifically, the evidence unequivocally demonstrates that Milton’s donation in 1989 was a bargained for exchange for receiving perpetual naming rights to the school.⁶⁹ For example, Dr. Sabbath specifically testified that Milton’s donation was directly proffered in exchange for a promise to name the school MISHA in perpetuity.⁷⁰ Milton similarly testified under penalty of perjury that the donation was provided directly in exchange for the school’s promise to be named MISHA in perpetuity.⁷¹ Moreover, the 1996 Sabbath Letter could be considered either a modification or memorialization of the terms established in 1989,⁷² or separately constitute a new agreement that is supported by

Schwartz come back and get involved with the school again? A. Yes.”). *See also*, supra fn. 55. *Further see*, Trial Ex. 19 (02/11/2003 Minutes), Trial Ex. 32 (11/08/2006), Trial Ex. 639 (06/10/2003 Minutes) (minutes reflecting Milton’s participation and involvement) and Trial Ex. 536A (2000-2001 Capital and Annual Gifts).

⁶⁶ *See Weaver Bros., Ltd. v. Misskelley*, 98 Nev. 232, 234 (1982).

⁶⁷ *Pink v. Busch*, 100 Nev. 684, 688, 691 P.2d 456, 459 (1984); *County of Clark v. Bonanza No. 1*, 96 Nev. 643, 650-51, 615 P.2d 939, 943-44 (1980); *Walden v. Backus*, 81 Nev. 634, 637, 408 P.2d 712, 714 (1966).

⁶⁸ *See* Ex. 8, Jury Instruction No. 26 (“Consideration is either money paid or some other benefit conferred (or agreed to be conferred) upon the party making the promise, or an obligation incurred or some other detriment suffered (or agreed to be suffered) by the party to whom the promise is made. Promises by the parties that are bargained for and given in exchange for each other constitute consideration, but to constitute consideration, a performance or return promise must be bargained for. A performance or return promise is bargained for if it is sought by the party making the promise in exchange for the promise made and is given in exchange for that promise. However, a benefit conferred or detriment incurred in the past is not adequate consideration for a present bargain, and consideration is not adequate when it is amere promise to perform that which the party making the promise is already legally obligated to do.”).

⁶⁹ *See supra* Sections 4(a) – 4(c).

⁷⁰ *See* ATT at Vol 2, 08/24/2018 Sabbath Testimony at 346:4-11 (“Q. So in your capacity as representing the board, did you agree to accept the money that Mr. Schwartz gave you in exchange for perpetual naming rights to the school? A. That was the gentleman’s agreement. And we were representing the board and intention of the board and the goodwill that the generous gift engendered.”).

⁷¹ *See*, Trial Ex. 134, Second Supplemental Affidavit of Milton Schwartz at par. 5.

⁷² *See*, e.g., *Jensen v. Jensen*, 104 Nev. 95, 98, 753 P.2d 342, 344 (1988); *Joseph F. Sanson Inv. Co. v. Cleland*, 97 Nev. 141, 625 P.2d 566 (1981); *Clark County Sports Enterprises, Inc. v. City of Las Vegas*, 96 Nev. 167, 172, 606 P.2d 171, 175 (1980); *Silver Dollar Club v. Cosgriff Neon*, 80 Nev. 108, 110-11, 389 P.2d 923, 924 (1964); *see also*, *J.A. Jones Const. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 294-95, 89 P.3d 1009, 1020-21 (2004).

1 separate consideration of an offer to perform actions with respect to naming rights in exchange for
2 future participation and contributions.⁷³

3 Further, even if Milton's promise to participate and contribute in the future would be
4 considered insufficient consideration, the doctrine of promissory estoppel would still have rendered
5 the 1996 Agreement enforceable.⁷⁴ Specifically, uncontroverted evidence was presented that the
6 school knew that and intended for Milton to act on the 1996 Sabbath Letter.⁷⁵ Milton believed that
7 the 1996 Agreement was an enforceable promise to name the school after him in perpetuity,⁷⁶ and
8 he relied upon that belief to his detriment by donating to the school and leaving a \$500,000 bequest
9 in his Last Will.⁷⁷ Due to this overwhelming evidence concerning consideration, had the jurors
10 properly applied Jury Instruction Nos. 5, 6, 21, 22, 26 and 28 it would have been impossible for
11 them to reach the verdict they reached.⁷⁸

12 Accordingly, because the jurors manifestly disregarded these instructions, the jury verdict
13 and judgment contained manifest errors of law and fact such that it would be a miscarriage of justice
14 to permit the verdict and judgment to stand. As such, the Court should amend the judgment to find
15 judgment in the Estate's favor on the existence of a naming rights contract, or vacate the judgment
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20 ⁷³ See Trial Ex.139/139A, 05/23/1996 Sabbath Letter; ATT at Vol. 3, 08/27/2018 Sabbath Testimony at 34:8-19 ("Q. Dr.
21 Sabbath, to your knowledge and understanding what was the board's intent by sending this letter to Milton Schwartz. A. I
22 believe I said that earlier we were trying to rebuild bridges and goodwill, as well as credibility in not only the Jewish
community but the community at large, and one of the first important steps was by reaching back out to our biggest donor.
Q. And to your knowledge, as a result of this letter, did Mr. Schwartz come back and get involved with the school again?
A. Yes.").

23 ⁷⁴ See, e.g., *Pink v. Busch*, 100 Nev. 684, 691 P.2d 456 (1984) ("Promissory estoppel, of course, can be used as a "consideration
24 substitute" to support the release of liability under a guaranty contract." (citing *Tally v. Atlanta Nat. Real Estate Trust*, 146
Ga.App. 585, 246 S.E.2d 700 (1978)).

25 ⁷⁵ See ATT Ex. 3, 08/27/2018, Sabbath Testimony at 34:8-15 ("Q. Dr. Sabbath, to your knowledge and understanding what
26 was the board's intent by sending this letter to Milton Schwartz? A. I believe I said that earlier we were trying to rebuild
bridges and goodwill, as well as credibility in not only the Jewish community by the community at large, and one of the first
important steps was reaching back to our biggest donor. Q. And to your knowledge, as a result of this letter, did Mr.
Schwartz come back and get involved with the school again? A. Yes.").

27 ⁷⁶ Trial Ex. 134 at par. 5.

28 ⁷⁷ See, Trial Ex. 103B (1990 donations totaling \$10,000); Trial Ex. 103D (2000 donation of \$1,800); Trial Ex. 103A (2004
donation of \$135,278); Trial Ex. 22 (Last Will).

⁷⁸ See *Weaver Bros., Ltd. v. Misskelley*, 98 Nev. 232, 234 (1982).

and grant a new trial.

5. The Court Should Amend the Judgment Specific Performance and Injunctive Relief.

Because the jurors did not analyze the remaining issues relating to breach of contract, should this Court amend the pleadings to find the existence of a contract or otherwise grant a new trial, it should also vacate or amend the Judgment as to the Estate's claims for specific performance and injunctive relief. Vacation or amendment of the Judgment would be appropriate upon a finding of breach of contract as both specific performance and injunctive relief are appropriate remedies therefor.⁷⁹ Indeed, it would be a miscarriage of justice if this Court amended the Judgment or granted a new trial as to the breach of contract claim but failed to vacate the claims for specific performance or injunctive relief as it would deprive the Estate of remedies properly pled and supported by the evidence presented at trial, as discussed above. Accordingly, if and to the extent that the Court amends the Judgment or vacates the Judgment and grants a new trial, it should also vacate the Judgment pertaining to specific performance and injunctive relief to enable the Court to analyze those remedies in connection with the other breach of contract issues.

VI.

CONCLUSION

For the above and foregoing reasons, the Court should either amend the Judgment or vacate the Judgment and grant a new trial regarding the Estate's claim for breach of contract.

DATED this 22nd day of October, 2018.

SOLOMON DWIGGINS & FREER, LTD.

By: 

Alan D. Freer, Esq. (#7706)


Alexander G. LeVeque (#11183)

Attorneys for A. Jonathan Schwartz

Executor of the Estate of Milton I. Schwartz

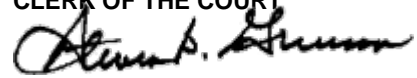
⁷⁹ *Dynalectric Co. of Nevada, Inc. v. Clark & Sullivan Constructors, Inc.*, 127 Nev. 480, 485, 255 P.3d 286, 289 at fn. 7 (2011) (citing Restatement (Second) of Contracts § 357 and 359 (1981)); *Mayfield v. Koroghli*, 124 Nev. 343, 351, 184 P.3d 362, 367-68 (2008); *Pure Water Inc. v. Cty. of Prescott*, 275 F.Supp.3d 1173, 1176 (D. Ariz. 2017).

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An employee of Solomon Dwiggin & Freer, Ltd.

Solomon
Dwiggins & Freer
TRUST AND ESTATE ATTORNEYS

EXHIBIT “1”



J. Randall Jones, Esq. (#1927)
Joshua D. Carlson, Esq. (#11781)
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169
Telephone: (702) 385-6000
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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
Dept. No.: 26/Probate

**NOTICE OF ENTRY OF JUDGMENT ON
JURY VERDICT**

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that a JUDGMENT ON
JURY VERDICT was entered in the above-captioned case on October 4, 2018. A copy of said
Judgment is attached hereto.

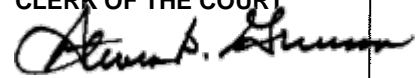
KEMP, JONES & COULTHARD, LLP

/s/ Joshua D. Carlson
J. Randall Jones, Esq., Bar No. 3927
Joshua D. Carlson, Esq. Bar No. 11781
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169
*Attorneys for The Dr. Miriam and Sheldon G. Adelson
Educational Institute*

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of October, 2018, the foregoing **NOTICE OF ENTRY OF JUDGMENT ON JURY VERDICT** was served on the person(s) listed on the E-Service list via the court's Electronic Service.

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



1 J. Randall Jones, Esq. (#1927)
Joshua D. Carlson, Esq. (#11781)
2 KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway, 17th Floor
3 Las Vegas, Nevada 89169
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4 Facsimile: (702) 385-6001
Attorneys for The Dr. Miriam and
5 Sheldon G. Adelson Educational Institute

6
7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

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

Case No.: 07-P-061300
Dept. No.: 26/Probate

JUDGMENT ON JURY VERDICT

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15 This action came on for trial before the Court and a jury, Honorable Gloria Sturman, District
16 Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict,
17 as attached hereto as Exhibit "1".

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1 **IT IS HEREBY ORDERED and ADJUDGED** that, pursuant to the jury's verdict, A.
 2 Jonathan Schwartz, Executor of Milton I. Schwartz (the "Estate") take nothing by way of its claims
 3 for Breach of Contract, ~~Bequest Void for Mistake~~, Specific Performance and Injunctive Relief as plead
 4 in the Estate's Petition for Declaratory Relief and Supplement to Petition for Declaratory Relief to
 5 Include Remedies of Specific Performance and Mandatory Injunction, and that these claims by the
 6 Estate ^{Only} be, and hereby are, dismissed on the merits with prejudice.

7 DATED this 4th day of ~~September~~ ^{October}, 2018.

8 
 9 DISTRICT JUDGE

10 Submitted by:

11 KEMP, JONES & COULTHARD, LLP

12 
 13 J. Randall Jones, Esq. (#1927)

14 Joshua D. Carlson, Esq. (#11781)

15 3800 Howard Hughes Parkway, 17th Floor

16 Las Vegas, Nevada 89169

17 Attorneys for The Dr. Miriam and

18 Sheldon G. Adelson Educational Institute

EXHIBIT I

SEP 05 2018

BY Lorna Shell
LORNA SHELL, DEPUTY

COPY

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

VERDICT FORM

In the Matter of the Estate of MILTON I. SCHWARTZ, we the jury find as follows:

Question 1:

Do you find that Milton I. Schwartz had a naming rights contract?

Yes _____ No X

If you answered YES to Question 1, please proceed to answer Questions 2, 3, 4, 5, 6 and 7. If you answered NO, skip to Question 8.

Question 2:

Was the contract oral or founded upon a writing or writings?

Oral _____ Written _____

Question 3:

If you answered YES to Question 1, was the contract in perpetuity?

Yes _____ No _____

///

///

Question 4:

What was the consideration (amount of money) that Milton I. Schwartz was required to pay in exchange for a naming rights contract?

Question 5:

Did Milton I. Schwartz perform all of his obligations under the terms of the contract?

Yes ____ No ____

If you answered NO, please skip to Question 8. If you answered YES to Question 5, please proceed to answer Question 6.

Question 6:

In addition to the consideration (amount of money Milton I. Schwartz agreed to pay), what were the other specific terms of the contract?

Corporation Yes ____ No ____

Campus Yes ____ No ____

Elementary School Building Yes ____ No ____

Elementary School Yes ____ No ____

Middle School Yes ____ No ____

Entrance Monument Yes ____ No ____

Letterhead Yes ____ No ____

None of the Above _____

All of the Above _____

In Question 2, if you found that the contract was a written agreement, please answer Question 7. If you found the contract was an oral agreement, please skip to Question 8.

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Question 7:

Did the School breach the Contract?

Yes _____ No _____

Question 8: (Please circle one)

Do you find that in 2004, when Milton I. Schwartz wrote the following:

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") that:

- a. He intended that the Bequest be made only to a school known as the "Milton I. Schwartz Hebrew Academy" for the purposes set forth in the Bequest. OR
b. He intended the Bequest be made to the school presently known as the Adelson Educational Institute.

Question 9:

Do you find that the reason Milton I. Schwartz made the Bequest was based on his belief that he had a naming rights agreement with the School which was in perpetuity?

Yes X No _____

Question 10: (ONLY IF YOU FIND YES TO QUESTION NOS. 1, 2, 5, AND 7)

What was the appropriate amount of damages that the School should pay the Estate to remedy the breach of contract?

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Question 11: (ONLY IF YOU ANSWERED "NO" TO QUESTION NO. 1.)

Do you believe that the School acted in a manner in which the School should have reasonably expected to induce Milton I. Schwartz's reliance and which did induce Milton I. Schwartz's detrimental reliance?

Yes _____ No X

Question 12: (ONLY ANSWER IF YOU ANSWERED "NO" TO QUESTION NO. 1)


Do you find that Milton I. Schwartz believed that he had a naming rights contract with the School but was mistaken?

Yes _____ No X

Question 13: (ONLY ANSWER IF YOU ANSWERED "NO" TO QUESTION NO. 1 AND "YES" TO QUESTION NO. 12)

Did Milton I. Schwartz make the Bequest to the School based on his mistaken belief?

Yes _____ No _____



FOREPERSON

DATE

Sept. 5, 2018

EXHIBIT “2”

07P061300

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Probate - General Administration**COURT MINUTES****August 09, 2018**

07P061300 In the Matter of the Estate of
Milton Schwartz

August 09, 2018 01:30 PM All Pending Motions

HEARD BY: Sturman, Gloria **COURTROOM:** RJC Courtroom 10D

COURT CLERK: Shell, Lorna

PARTIES PRESENT:

Milton I Schwartz, Decedent, Not Present Alan D. Freer, Attorney, Not Present

Jonathan A Schwartz, Other, Petitioner, Not Present Alan D. Freer, Attorney, Not Present

Abigail R Schwartz, Beneficiary, Not Present Pro Se

**The Dr Miriam and Sheldon G Adelson Educational Jon Randall Jones, Attorney, Not Present
Institute, Other, Not Present**

Parties Receiving Notice, Other, Not Present

JOURNAL ENTRIES**MOTION FOR PARTIAL SUMMARY JUDGMENT REGARDING FRAUD:**

Mr. Free requested the motion be withdrawn. COURT ORDERED, Motion for Partial Summary Judgment WITHDRAWN as MOOT.

MOTION FOR PARTIAL SUMMARY JUDGMENT REGARDING STATUTE OF LIMITATION:

Following extensive arguments by counsel, COURT ORDERED, Motion GRANTED.

MOTION FOR SUMMARY JUDGMENT REGARDING BREACH OF CONTRACT

AND

OPPOSITION TO MOTION FOR SUMMARY JUDGMENT REGARDING BREACH OF CONTRACT AND COUNTERMOTION FOR ADVISORY JURY:

Following arguments by counsel, COURT ORDERED, Motion DENIED.

MOTION IN LIMINE NO. 1 TO STRIKE THE EXPERT REPORT OF RABBI YITZCHAK WYNE AND PRECLUDE HIM FROM TESTIFYING AT TRIAL:

COURT ORDERED, Rabbi Yitzchak Wyne STRICKEN as an expert; however the question regarding whether he could testify as a fact witness CONTINUED to August 16, 2018 for Counsel to supplement the record.

MOTION IN LIMINE NO. 2 TO STRIKE THE EXPERT REPORT OF LAYNE T. RUSHFORTH, ESQ. AND PRECLUDE HIM FROM TESTIFYING AT TRIAL:

COURT ORDERED, Motion GRANTED.

MOTION IN LIMINE NO. 3 TO PRECLUDE JONATHAN SCHWARTZ FROM TESTIFYING AT TRIAL ABOUT STATEMENTS ALLEGEDLY MADE TO HIM BY MILTON I. SCHWARTZ:

COURT ORDERED, Motion CONTINUED.

MOTION IN LIMINE NO 4 TO PRECLUDE RESPONDENT FROM INTRODUCING OR RELYING ON SCHWARTZ FAMILY DECLARATIONS:**Printed Date: 8/24/2018****Page 1 of 3**

Minutes Date: August 09, 2018

Notice: Journal Entries are prepared by the courtroom clerk and are not the official record of the Court.

MOTN EXS. Pages 12 of 269

COURT ORDERED, Motion WITHDRAWN.

MOTION IN LIMINE NO 5 TO PRECLUDE RESPONDENT WITNESSES FROM TESTIFYING ABOUT STATEMENTS ALLEGEDLY MADE BY MILTON I SCHWARTZ:

COURT ORDERED, Motion CONTINUED.

MOTION IN LIMINE NO 6 TO PRECLUDE RESPONDENT FROM INTRODUCING OR RELYING ON THE AFFIDAVIT OF MILTON I SCHWARTZ:

COURT ORDERED, Motion CONTINUED.

MOTION IN LIMINE NO 7 TO PRE ADMIT CERTAIN DOCUMENTS AND VIDEO INTO EVIDENCE:

COURT ORDERED, Motion MOOT, Motion will be handled by a stipulation based on 2.47 meeting.

MOTION IN LIMINE NO 8 TO PRE-INSTRUCT THE JURY ON CERTAIN ISSUES:

Following arguments by counsel, COURT ORDERED, Motion DENIED as to all issues.

CONTINUED to 08/16/18 1:45 PM

INTERIM CONDITIONS:

FUTURE HEARINGS:

Aug 15, 2018 10:30AM All Pending Motions

Motion to Strike Jury Demand on OST... Pre Trial Conference ... Motion in Limine No. 1... Motion in Limine No. 3... Motion in Limine No. 5... Motion in Limine No. 6

RJC Courtroom 10D Sturman, Gloria

Aug 15, 2018 10:30AM Pre Trial Conference

RJC Courtroom 10D Sturman, Gloria

Aug 15, 2018 10:30AM Motion

Motion to Strike Jury Demand on an Order Shortening Time

RJC Courtroom 10D Sturman, Gloria

Aug 15, 2018 10:30AM Motion

Motion to Strike Jury Demand on an Order Shortening Time

RJC Courtroom 10D Judge Sturman, Probate

Aug 16, 2018 1:45PM All Pending Motions

RJC Courtroom 10D Sturman, Gloria

Aug 16, 2018 1:45PM Motion

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

RJC Courtroom 10D Sturman, Gloria

Aug 16, 2018 1:45PM Motion

Motion in Limine No. 1 To Strike The Expert Report of Rabbi Yitzchak Wyne and Preclude Him From Testifying At Trial

RJC Courtroom 10D Sturman, Gloria

Aug 16, 2018 1:45PM Motion
Motion In Limine No. 3 To Preclude Jonathan Schwartz From Testifying At Trial About Statements
Allegedly Made To Him By Milton I. Schwartz
RJC Courtroom 10D Sturman, Gloria

Aug 16, 2018 1:45PM Motion
Motion in Limine No 5 to Preclude Respondent Witnesses from Testifying About Statements Allegedly
Made by Milton I Schwartz
RJC Courtroom 10D Sturman, Gloria

Aug 16, 2018 1:45PM Motion
Motion in Limine No 6 to Preclude Respondent From Introducing or Relying on the Affidavit of Milton I
Schwartz
RJC Courtroom 10D Sturman, Gloria

Aug 20, 2018 9:00AM Jury Trial
RJC Courtroom 10D Sturman, Gloria

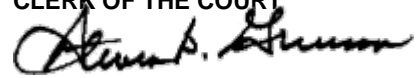
Aug 21, 2018 1:00PM Jury Trial
RJC Courtroom 10D Sturman, Gloria

Aug 22, 2018 1:00PM Jury Trial
RJC Courtroom 10D Sturman, Gloria

Aug 23, 2018 1:00PM Jury Trial
RJC Courtroom 10D Sturman, Gloria

Aug 24, 2018 9:00AM Jury Trial
RJC Courtroom 10D Sturman, Gloria

EXHIBIT “3”



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

Las Vegas, Nevada, August 9, 2019

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

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

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

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

THE COURT: No problem. Thanks for being here.

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

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

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

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

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

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

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

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

THE COURT: A lot of conflict?

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

THE COURT: Okay.

MR. LeVEQUE: Excusal for cause.

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

MR. JONES: Sure.

THE COURT: It's hard.

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

THE COURT: I've been wondering about that.

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

position was.

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

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

THE COURT: Uh-huh.

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

MR. LeVEQUE: Not yet.

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

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

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

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

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

to respond.

MR. JONES: Sure.

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

MR. FREER: We did.

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

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

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

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

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

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

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

THE COURT: Yeah.

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

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

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

THE COURT: Okay. All right.

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

THE COURT: I think that would be advisable.

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

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

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

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

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

MR. JONES: Perhaps the statute of limitations --

THE COURT: Okay.

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

THE COURT: All right. Okay.

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

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

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

MR. JONES: Your recollection is correct.

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

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

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

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

MR. JONES: That is correct.

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

issues were raised in response to your petition to --

MR. JONES: Well --

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

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

THE COURT: Okay.

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

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

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

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

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

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

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

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

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

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

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

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

THE COURT: Sure.

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

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

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

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

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

filed.

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions, Your Honor?

THE COURT: No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE COURT: Okay.

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

THE COURT: Okay.

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

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

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

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

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

THE COURT: That was my understanding.

MR. FREER: Okay. All right.

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

MR. FREER: Okay.

THE COURT: That was my understanding --

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

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

we talked about.

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

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

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

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

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

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

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

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

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

MR. FREER: Right.

THE COURT: -- in the Estate administration.

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

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

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

THE COURT: Correct.

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

THE COURT: The senior Mr. Schwartz?

MR. FREER: Yes.

THE COURT: Because that --

MR. FREER: Yes.

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

MR. FREER: Right.

THE COURT: -- dealing with the divorce.

MR. FREER: And I think it was --

THE COURT: The divorce?

MR. FREER: -- correct.

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

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

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

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

THE COURT: Right.

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

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

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

THE COURT: Uh-huh.

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

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

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

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

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

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

MR. FREER: There was back and --

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

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

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

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

occurring, as well, so.

THE COURT: Okay.

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

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

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

MR. FREER: The trust is the residuary beneficiary.

THE COURT: Okay.

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

THE COURT: All right.

MR. FREER: Thank you.

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

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

THE COURT: This is a request for declaratory relief.

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

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

THE COURT: Sure.

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

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

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

to be true. Signed by Mr. Schwartz.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE COURT: If the mortgage is paid off.

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

THE COURT: Right. Yeah.

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

THE COURT: Right.

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

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

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

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

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

MR. JONES: '94, yeah.

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

MR. JONES: It's their allegation.

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

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

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

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

THE COURT: Right.

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

THE COURT: Jonathan?

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

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

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

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

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

THE COURT: Right. Okay.

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

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

THE COURT: Uh-huh.

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

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

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

THE COURT: The lower school.

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

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

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

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

MR. JONES: Thank you, Your Honor.

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

MR. FREER: Well, so --

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

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

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

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

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

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

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

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

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

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

MR. FREER: Right.

THE COURT: He knew all along --

MR. FREER: And we're not --

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

MR. FREER: Exactly.

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

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

THE COURT: Yeah.

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

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

MR. FREER: That is related.

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

statutes.

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

THE COURT: We don't.

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

THE COURT: Right.

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

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

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

perspective relief under the declaratory judgment statutes.

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

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

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

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

THE COURT: Yeah.

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

THE COURT: Okay.

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

THE COURT: Okay.

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

THE COURT: Again, not challenging that, so.

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

THE COURT: Yeah, right.

MR. FREER: -- there's more.

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

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

MR. JONES: Well, I agree with that.

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

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

THE COURT: Yeah.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

So that's my problem with it.

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

MR. FREER: Well, in the letter --

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

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

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

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

MR. FREER: The issue is inquiry notice --

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

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

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

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

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

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

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

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

THE COURT: Uh-huh.

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

THE COURT: Okay. Finally.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE COURT: Right.

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

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

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

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