Case No. 78341

In the Supreme Court of Nevada

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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.

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

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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
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103	Verified Memorandum of Costs of A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz	02/27/19	25	6111–6015

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1 Q. Did you prepare this document?
2 A. No, I did not.
3 Q. Do you know who did.
4 A. Yes, I was informed that Milton and his
5 staff and Jonathan Schwartz collaborated at their
6 office to prepare this will.
7 Q. Was this the will that you were
8 testifying that you had the execution ceremony at
9 your office?
10 A. Yes, that's correct.
11 Q. Did you give Mr. Schwartz any advice
12 regarding this will?
13 A. No, not that I recall in particular. It
14 was simply to make sure that we did the execution
15 ceremony correctly and that the signatures and --
16 and the witnesses were all prepared correctly.
17 Q. Did you change this document at all from
18 the time that you received it from Mr. Schwartz to
19 the time that he executed and had the execution
20 ceremony?
21 A. No.
22 Q. Did Mr. Schwartz ask you for your
23 thoughts or suggestions regarding this will?
24 A. No, I don't recall having specific
25 conversations about the terms. During the phone

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1 conversation we had that set the appointment for the
2 ceremony, he just indicated that, you know, he had a
3 lot of experience and I knew that he had a lot of
4 experience preparing his own wills over the years, a
5 tremendous effort had gone into his estate planning
6 with other lawyers and that he really just wanted to
7 make sure an attorney oversaw the execution ceremony
8 and review the document for legality and make sure
9 everything was appropriate, and that's what I did.
10 Q. And, in your opinion, was the document
11 appropriate per legality?
12 A. Yes.
13 Q. Let me have you turn, please, to page
14 Number 2 of Exhibit B and if I can direct your
15 attention to Section 2.3, which is captioned "The
16 Milton I. Schwartz Hebrew Academy." And I'll let
17 you take a moment to review that.
18 A. I've reviewed it.
19 Q. Did Mr. Schwartz ever discuss the
20 Section 2.3 with you?
21 A. No, he did not, not in particular with
22 regard to the execution ceremony or the will, but we
23 had some conversations during his lifetime about his
24 role at the Hebrew Academy.
25 Q. Did Jonathan Schwartz have any

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1 conversations with you regarding this Section 2.3?
2 A. No, none.
3 Q. Did you have any -- did you share any of
4 your personal thoughts or advice with Mr. Schwartz
5 or with John then regarding section 2.3?
6 A. Just, I'll preface my remark, this was
7 2004, so this was ten years ago, it was not my --
8 some of my answer is something I'm assuming from our
9 relationship over the years with Milton, I was his
10 lawyer for many years in certain transactions, but
11 it was not something that I would have discussed in
12 particular with him on this time -- at this time.
13 Q. Did anybody assist you in making the
14 preparations for the execution ceremony of the will?
15 A. Other than my secretary or legal
16 assistant, no.
17 Q. And so to prepare for the execution
18 ceremony, what did you do, what did your staff do?
19 A. Not a lot. I probably -- I would have
20 made sure to have appropriate copies, made sure my
21 witnesses were available. Scheduled it. Made sure
22 my legal assistant had everything prepared. And
23 simply welcome the client to our conference room and
24 conduct a ceremony like I've done, you know, maybe a
25 thousand times.

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1 So, generally, my ceremony is very -- is
2 formal. And it's -- I ask a number of questions
3 ahead of time about the testator being prepared to
4 execute his will on that date, that he's comfortable
5 that it reflects everything he wants to do and his
6 intention it properly reflected. I'm sure I asked
7 those questions like I always do. And everything
8 went according to procedure and we signed.
9 Q. Do you have any doubts in your mind that
10 you wouldn't have asked those questions?
11 A. No.
12 Q. What other questions do you typically
13 ask?
14 A. Similar to the kind of questions you ask
15 in advance of a deposition, you know, find out that
16 the witness is competent, ready to -- understands
17 what he's signing, understands the terms of what
18 he's signing, that he's not under any type of
19 disability or medical situation that might require
20 us to delay the ceremony, those type of things. And
21 satisfy myself that the testator is competent and
22 knows exactly what he's doing.
23 Q. And I take it you were satisfied at this
24 time when Mr. Schwartz executed his will?
25 A. Very much so.

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1 Q. Have you ever spoken with anybody about
2 Section 2.3 of his will?
3 A. When I became advised by Mr. Freer and
4 Mr. Jonathan Schwartz that I was going to likely be
5 deposed in this case, yeah, I had to refresh my
6 recollection. I was provided with a copy of the
7 2004 will. I read 2.3 again. Tried to refresh my
8 recollection as best as I could.
9 I had a brief conversation with Jonathan
10 Schwartz about did we both recall when his father
11 called me to do this, and we did recall it. And
12 just put the pieces back into my memory the way in
13 accordance with how I believe this all happened at
14 that time, so ...
15 Q. And you've testified about how the call
16 came through?
17 A. Yes.
18 Q. Did you have any discussions with
19 anybody else?
20 A. Not in regards to the will, no.
21 Q. And how about -- and I know I'm taking
22 you back a few years. Do you recall any
23 conversations in February of 2004, at the time of
24 the will, that you may have had with anybody
25 regarding Mr. Schwartz' will besides, you know,

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1 Jonathan and Mr. Schwartz?
2 A. No.
3 Q. Are there any other documents besides
4 the will that I could show you to help refresh your
5 recollection as to whether there may have been any
6 other conversations?
7 A. No, I don't believe so. My recollection
8 is specific on the telephone conversation we had. I
9 can't explain to you why it sticks out, but it
10 certainly does. Other than that, I don't recall the
11 ceremony. I just recall a general sense of the
12 ceremony. That's all.
13 Q. Were you present during the ceremony?
14 A. Yes. I conduct all will execution
15 ceremonies with the witnesses.
16 Q. Were there any discussions about the
17 contents of the will during the ceremony?
18 A. No.
19 MR. COUVILLIER: Can you please show him
20 Exhibit Number C.
21 BY MR. COUVILLIER:
22 Q. Marc, I'm showing you what's been
23 previously marked as Exhibit Number C, which I'll
24 represent to you is the First Codicil to the Last
25 Will and Testament of Milton I. Schwartz, his will

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1 dated February 5th, 2004. And the date of this
2 codicil is on page 4, which is January 27th, 2006.
3 Have you seen this document before?
4 A. I have seen it. I can't pinpoint when,
5 but I was aware of it.
6 Q. Did you prepare this document?
7 A. I did not.
8 Q. Do you know who did?
9 A. I believe it was the same thing,
10 Jonathan and Milton Schwartz and their office staff.
11 Q. Did either Jonathan or Milton seek
12 any -- seek your advice in connection with this
13 document?
14 A. No.
15 Q. Did they ask for your thoughts or
16 opinions regarding this document?
17 A. I don't recall.
18 Q. Do you recall if they had any
19 substantive conversations with you regarding this
20 document?
21 A. I can't recall.
22 Q. Do you know why this document came
23 about?
24 A. No.
25 Q. Did your office perform the execution

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1 ceremony for this document?
2 A. No.
3 Q. Have you ever discussed this document
4 with anybody?
5 A. I did have a discussion with one of the
6 witnesses to this will the other day, just about her
7 deposition and how -- if it went okay, and her name
8 is Sheila Robertson.
9 Q. And what did you discuss?
10 A. Just that she went. Did she go to her
11 deposition, was it completed, and that's it.
12 Q. How do you know Sheila?
13 A. Sheila works for me. She's my senior
14 paralegal at Yellow-Checker-Star transportation.
15 She's been an employee there for many years.
16 Q. Did she work with you in 2004 when you
17 were in private practice?
18 A. No, I did not know her.
19 Q. Sorry if I asked this, let me close the
20 loop. Have you ever given Milton or Jonathan any
21 advice regarding this document --
22 A. No.
23 Q. -- Exhibit Number C?
24 A. No.
25 Q. Marc, I'm handing you what's been

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1 previously marked as Exhibit D, which I'll represent
2 to you is the Second Codicil to Mr. Schwartz' will
3 and this one is dated July 21st, 2006.
4 Have you seen this document before?
5 A. I've seen it at some time over the
6 years. I just can't recall.
7 Q. Did you prepare this document?
8 A. No.
9 Q. Do you know who did?
10 A. Again, I believe it was Jonathan and
11 Milton and their staff.
12 Q. And why do you believe that?
13 A. In casual conversations over the years
14 or occasionally discussing this litigation and
15 knowing about this litigation.
16 Q. Do you have any reason to believe
17 otherwise?
18 A. No.
19 Q. Have you ever discussed this document
20 with Milton or with Jonathan?
21 A. No.
22 Q. Did Mr. Schwartz ever approach you for
23 any advice regarding this document?
24 A. No.
25 Q. Did Mr. Schwartz ever tell you sometime

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1 in 2006 that he wanted to amend his will?
2 A. No.
3 Q. Did Mr. Schwartz ever approach you for
4 advice regarding his estate planning?
5 A. Yes, from time to time, he would ask me
6 questions about trust issues. He had a -- he had
7 dozens of trusts, and he -- one of my original
8 assignments from Milton in regards to his estate
9 planning was to maintain possession of copies of
10 his, I believe at the time there was 88 trusts, and
11 to be available to him when from time to time he or
12 his staff would have a question about one of the
13 trusts.
14 And that's primarily what I did in
15 regard to estate planning was review trusts, answer
16 questions, occasionally estate transfer or a gift
17 question.
18 Primarily what I did for Milton, what
19 our entire office did for Milton was litigation in
20 the civil context, real estate transactions. And
21 that was, of course, my major specialty was real
22 estate and contracts, so that's where most of the
23 work was focused.
24 Q. With respect to this Exhibit D, was the
25 execution ceremony conducted at your office?

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1 A. No, it wouldn't be.
2 Q. Did you have any involvement regarding
3 the execution of this document, Exhibit D?
4 A. No.
5 Q. Did you have any involvement regarding
6 the either -- well, I'll take it one at a time,
7 regarding the formatting of this document,
8 Exhibit D?
9 A. No.
10 Q. Or finalization of this document,
11 Exhibit D?
12 A. No.
13 Q. Did Mr. Schwartz ever express to you at
14 any point a desire to change or revoke his will?
15 A. The 2004 will?
16 Q. Yes.
17 A. No, I don't recall.
18 Q. Would there be anything that I could
19 show you or that you could think of that could help
20 refresh your recollection?
21 A. I don't believe so. To be specific,
22 during that period of time, I believe, you know, he
23 was going through changes, transitions with his wife
24 at the time and that I just knew from a general
25 sense of his whole estate plan that it would --

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1 whatever happened with Mrs. Schwartz and a divorce
2 or separation would have some impact, but I didn't
3 know -- I didn't handle any details of it. I didn't
4 have any knowledge of what happened.
5 Q. Were you aware of any other
6 circumstances in Mr. Schwartz' life at that time
7 that you believe would impact his will or his
8 estate?
9 A. No.
10 MR. COUVILLIER: All right. Subject,
11 Alan, to our agreement if the Court allows us to
12 proceed forward with other discovery, I don't have
13 any further questions. Thank you very much.
14 THE WITNESS: You're welcome.
15 MR. FREER: I have no questions.
16
17 (The deposition concluded at 3:12 p.m.)
18 -oOo-
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21
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Page 22

1 CERTIFICATE OF DEPONENT
2 PAGE LINE CHANGE REASON
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4
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14 * * * * *
15 I, MARC GORDON, deponent herein, do hereby certify and declare the within and foregoing
16 transcription to be my deposition in said action; that I have read, corrected and do hereby affix my
17 signature to said deposition under penalty of perjury.
18
MARC GORDON, Deponent
19
20
21
22
23
24
25

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1 CERTIFICATE OF REPORTER
2 STATE OF NEVADA)
)SS:
3 COUNTY OF CLARK)
4 I, Karen L. Jones, a duly commissioned and
5 licensed Court Reporter, Clark County, State of
6 Nevada, do hereby certify: That I reported the
7 taking of the deposition of the witness, MARC
8 GORDON, commencing on Tuesday, March 11, 2014, at
9 2:48 p.m.
10 That prior to being examined, the witness was,
11 by me, duly sworn to testify to the truth. That I
12 thereafter transcribed my said shorthand notes into
13 typewriting and that the typewritten transcript of
14 said deposition is a complete, true and accurate
15 transcription of said shorthand notes.
16 I further certify that I am not a relative or
17 employee of an attorney or counsel of any of the
18 parties, nor a relative or employee of an attorney
19 or counsel involved in said action, nor a person
20 financially interested in the action.
21 IN WITNESS HEREOF, I have hereunto set my
22 hand, in my office, in the County of Clark, State of
23 Nevada, this 23rd day of March, 2014.
24
KAREN L. JONES, CCR NO. 694
25

000755

000755

ADELSON CAMPUS

Exhibit 7

Deposition Transcript of Head of School Paul Schiffman

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of	)
	)CASE NO. P061300
	)
MILTON I. SCHWARTZ,	)
	)
	)
Deceased.	)
	)
	)

DEPOSITION OF PERSON MOST KNOWLEDGEABLE

OF THE DR. MIRIAM AND SHELDON G. ADELSON

EDUCATIONAL INSTITUTE

PAUL SCHIFFMAN

LAS VEGAS, NEVADA

TUESDAY, MARCH 11, 2014

REPORTED BY: KAREN L. JONES, CCR NO. 694

JOB NO.: 203834-A

DEPOSITION OF PAUL SCHIFFMAN, taken at Solomon, Dwiggins & Freer, located at 9060 West Cheyenne Avenue, Las Vegas, Nevada, on Tuesday, March 11, 2014, at 1:29 p.m., before Karen L. Jones, Certified Court Reporter, in and for the State of Nevada.

APPEARANCES:
For A. Jonathan Schwartz:
SOLOMON DWIGGINS & FREER
BY: ALAN D. FREER, ESQ.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 853-5483
afreer@sdfnvlaw.com.com

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

LIONEL SAWYER & COLLINS
BY: MAXIMILIANO D. COUVILLIER, III, ESQ.
300 So. Fourth Street, Suite 1700
Las Vegas, Nevada 89101
(702) 383-8888
mcouvillier@lionelsawyer.com

Also Present: A. Jonathan Schwartz

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WITNESS: PAUL SCHIFFMAN

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BY: Mr. Freer	4

EXHIBITS

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Exhibit 13	Notice of Taking Deposition of the Person Most Knowledgeable of the Dr. Miriam and Sheldon G. Adelson Educational Institute	12
Exhibit 14	Responses to Jonathan Schwartz's Second Request for Production of Documents, Electronically Stored Information, and Tangible Things	12

LAS VEGAS, NEVADA; TUESDAY, MARCH 11, 2014
1:29 P.M.
-oOo-

Whereupon --
PAUL SCHIFFMAN,
having been first duly sworn to testify to the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

EXAMINATION
BY MR. FREER:

Q. Could you please state and spell your name for the record?
A. Sure. Paul Schiffman. P-A-U-L. S-C-H-I-F-F-M-A-N.
Q. Mr. Schiffman, my name is Alan Freer. We briefly exchanged pleasantries prior to the deposition.
Have you had your deposition taken before?
A. Yes.
Q. How many times, approximately?
A. I couldn't give you an exact number.
Q. More than ten?
A. Yes, I'd say so.

Q. Are you familiar with the deposition process?
A. Yes, I am.
Q. So going over that briefly, for the court reporter's sake, just wait until I finish a question so we're not talking over each other.
I'd request you answer the question unless you're instructed by your counsel not to. And with respect to verbal utterances or guttural sounds, "uh-huh," "huh-uhs" are hard to translate into words.
If you have trouble understanding my question, please ask me and I'll rephrase it or identify what you don't understand about the question. And if you need a break, obviously you're more than welcome to take a break, although I request that you not do so during a question that is pending.
Is there any reason, any medications or anything why you would be unable to provide accurate testimony today?
A. No.
Q. What is your understanding as to why you are here today?
MR. COUVILLIER: Objection as to the

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form of the question.
BY MR. FREER:
Q. You may answer.
A. I am here because there is a dispute between the Schwartz family and the Adelson Education Campus.
Q. And what do you understand the issues in the case to be?
A. The issue is --
MR. COUVILLIER: And just I'm going to object to the extent it could ask you to divulge any attorney-client privilege communications. So to the extent that any issues that are phrased in your head would be issues that you and I have talked about and identified with respect to seeking legal advice, I would instruct you not to answer the question, but as to your own independent understanding of what you believe the issue is, then you can answer the question.
THE WITNESS: It's a dispute on payment from a will.
BY MR. FREER:
Q. And other than your counsel, have you had any discussions with anybody about your deposition testimony you're about to give today?

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A. Yes.
Q. And who would that be?
A. That would be my Board.
Q. Sorry, say that again.
A. My Board of Trustees.
Q. And just for the record, which Board of Trustees is that?
A. That would be the Dr. Miriam and Sheldon G. Adelson Educational Campus Board of Trustees.
Q. And what was discussed with respect to your deposition testimony?
A. That I would be appearing here today.
Q. Any substantive issues with respect to the testimony you were going to give?
A. No.
Q. What's your current position with the Adelson Education Campus?
A. My title is Head of School.
Q. How long have you had that title?
A. This is my eighth year in that position.
Q. Prior to being Head of School, did you have any other positions or affiliations with the school?
A. No.
Q. Now I'm doing math.

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MR. COUVILLIER: That's scary.
BY MR. FREER:
Q. I know. So in or about 2006 you became Head of School?
A. That is correct.
Q. Do you have an approximate date you recall becoming Head of School?
A. It was mid July 2006.
Q. And do you have any licensing are you licensed with any professional licensing or affiliations?
A. In the State of New York.
Q. And what license is that?
A. I hold a teacher's license, I hold a school administrator's license. I hold a district administrator's license.
Q. And what's your highest level of education?
A. Certificate of Advanced Study.
Q. And where was that with?
A. State University of New York at Brockport.
Q. Is that a postgraduate degree?
A. Yes.
Q. Post-Master's?

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A. Yes.
Q. Postdoctoral?
A. Post-Master's.
Q. What was the name of the school when you became affiliated with it?
A. The Milton I. Schwartz Hebrew Academy.
Q. And are you the school head for all aspects of the school, like the elementary school through the high school?
A. Yes.
Q. And you held that same position back in 2006 when you came on board?
A. Yes.
Q. And I take it you know who Milton I. Schwartz is?
A. Yes.
Q. How did you come to know him?
A. I met him when I was first interviewing for the position as head of the school.
Q. When was that?
A. That was actually November 2005.
Q. Since first meeting him, what type of general interactions have you had with Milton I. Schwartz prior to his death?
A. He attended board meetings with me. He

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1 visited me twice. I visited with him, I think, once
2 at his office.
3 Q. So other than board meetings, you had
4 approximately three visits with Milton?
5 A. Yes. One was he came to the school to
6 read to students.
7 Q. During any of those three conversations,
8 did you discuss school business with him?
9 A. We discussed what was going on in the
10 school, what we were doing to build the school, and
11 that was pretty much the extent of our conversation.
12 Q. Approximately when were those three
13 visits you had with Milton?
14 A. They were during school days, but dates
15 I couldn't remember.
16 Q. How about years?
17 A. It was during the 2006-2007 school year.
18 Q. On any of those visits, did you discuss
19 naming issues such as naming classrooms or school
20 naming rights?
21 A. I did not.
22 Q. Did you ever have any conversations with
23 Milton about his understanding as to how long the
24 school would remain named after him?
25 A. I did not.

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1 Q. Did Milton ever refer to the Milton I.
2 Schwartz Hebrew Academy as "my school"?
3 A. Yes, once I remember that.
4 Q. And what was the context of that?
5 A. I remember that was a conversation he
6 had. He talked about how proud he was of "my
7 school," and that was the day that he came in for
8 the reading program.
9 Q. So that would have been in the '06-'07
10 year?
11 A. Yes.
12 Q. Did you ever hear Milton I. Schwartz use
13 the phrase "in perpetuity"?
14 A. No.
15 Q. Did that phrase ever come up in any of
16 the board meetings you attended?
17 A. No.
18 Q. Have you ever reviewed the bylaws, any
19 bylaws of the school?
20 A. Yes.
21 Q. And which bylaws have you reviewed?
22 A. There were a couple of different bylaws.
23 When I went through the files, I think that we
24 had -- if I remember correctly there were three
25 different bylaws that were on record.

Page 12

1 Q. Do you recall reviewing any bylaws that
2 were executed in or around December of 1990?
3 A. I don't remember the date.
4 Q. Do you recall reviewing any bylaws that
5 referred to the name Milton I. Schwartz Hebrew
6 Academy in perpetuity?
7 A. I do not remember that.
8 MR. FREER: Off the record for a second.
9 (A discussion is held off the record.)
10 MR. FREER: Back on the record.
11 If you would Mark that as Exhibit 12,
12 please.
13 (Exhibit 12 marked.)
14 BY MR. FREER:
15 Q. I'm handing you what's been marked as
16 Exhibit Number 12 for identification purposes, it is
17 a Notice of Issuance of Taking Deposition Subpoena
18 Upon Person Most Knowledgeable of the Dr. Miriam and
19 Sheldon G. Adelson Educational Institute.
20 And while we're at it, we'll mark this
21 as Exhibit 13.
22 (Exhibit 13 marked.)
23 BY MR. FREER:
24 Q. And I've also handed you Exhibit 13,
25 which for identification purposes is the Notice of

Page 13

1 Taking Deposition of the Person Most Knowledgeable
2 of the Dr. Miriam and Sheldon G. Adelson Educational
3 Institute.
4 Turning to Exhibit 12, have you seen
5 this document before?
6 A. Yes.
7 Q. And in what context have you seen this
8 document?
9 A. It was given to me by my attorney.
10 Q. Have you reviewed this document?
11 A. Yes.
12 Q. If you could turn to page 3 -- actually,
13 turn to page 2, I apologize, page 2.
14 MR. COUVILLIER: This document, Alan,
15 just for the record, has two pages 2. So is it the
16 first before the exhibit?
17 MR. FREER: Yes, before the exhibit.
18 BY MR. FREER:
19 Q. So for identification purposes, it is
20 the second page of the Deposition Subpoena Duces
21 Tecum that starts on the first line on the top of
22 the second page "your behalf." Yeah, one more page.
23 MR. COUVILLIER: Okay, it's the second
24 page of the exhibit in Exhibit 12.
25 MR. FREER: Told you I didn't know how

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1 to count. That's why I was an English major.
2 BY MR. FREER:
3 **Q. You'll see the top, first and second**
4 **line, "The persons you designate will be examined**
5 **and ordered to testify on the matters set forth**
6 **below that are known or reasonably available to the**
7 **organization."**
8 **Are you the person that's been**
9 **designated to appear and testify on behalf of**
10 **Adelson Education Campus?**
11 **A. I am.**
12 **Q. And what areas have you been designated**
13 **to provide testimony for?**
14 **A. That was not specified.**
15 MR. COUVILLIER: And I will state for
16 the record that this exhibit, Exhibit 12, in this
17 Notice of Deposition under rule NRCP 30 (b)(6) did
18 not identify the topics for deposition and so we
19 have produced and the school has produced
20 Mr. Schiffman to testify in connection with the
21 discovery that was permissible by the court, which
22 is discovery relevant to the broad preliminary issue
23 of whether the purpose and condition of the bequest
24 under section 2.3 of the will is for the school to
25 be named the Milton I. Schwartz Hebrew Academy in

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1 perpetuity as raised in the executor's first claim
2 for relief.
3 MR. FREER: And for the record, I will
4 direct everybody's attention to page three of the
5 deposition, which says "items to be produced" and
6 note for the record that there is a typo attached to
7 that, it should say "and areas of testimony to be
8 given," and note that this could have been resolved
9 prior to the deposition by a simple phone call if a
10 misunderstanding occurred.
11 With that, we'll continue with the
12 deposition, but I will reserve my right to seek a
13 motion to the extent that they are not able to
14 provide answers to questions, and we'll reserve our
15 right to continue the deposition and perhaps move to
16 compel with respect to those topics.
17 MR. COUVILLIER: And I reserve my
18 objection and rather than take up all this
19 deposition time, we respectfully disagree, but I
20 will preserve that response, too, and allow
21 Mr. Freer to continue with his deposition.
22 BY MR. FREER:
23 **Q. So in your own words, Mr. Schiffman,**
24 **what are you prepared to testify on behalf of the**
25 **school for today?**

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1 **A. I'm here to answer questions that come**
2 **before me.**
3 **Q. In preparing for your deposition, what**
4 **did you -- in preparation for today, what documents**
5 **did you review?**
6 **A. The documents that were sent to me by my**
7 **attorney.**
8 **Q. And do you recall which documents those**
9 **were?**
10 **A. We had -- well, the Roberta Sabbath**
11 **letter. (Indicating).**
12 MR. COUVILLIER: And to the extent that
13 it calls for attorney work product, I'm going to
14 object to the scope of the question and instruct you
15 not to answer regarding based upon conversations
16 that we may have had regarding the litigation in
17 general. But as to the scope of what you
18 independently reviewed, if any, documents to prepare
19 for your deposition.
20 THE WITNESS: For today?
21 MR. COUVILLIER: Yes.
22 THE WITNESS: None others.
23 BY MR. FREER:
24 **Q. None others other than the Roberta**
25 **Sabbath letter?**

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1 **A. Right.**
2 **Q. Did you review any memoranda prepared by**
3 **Mr. Couvillier?**
4 **A. I read the materials that were sent to**
5 **your office.**
6 **Q. Those materials being the documents**
7 **produced in response to request for production of**
8 **documents?**
9 **A. Yes.**
10 MR. FREER: Let's mark that as
11 Exhibit 14.
12 (Exhibit 14 marked.)
13 BY MR. FREER:
14 **Q. Mr. Schiffman, if you'll take a moment**
15 **and flip through probably on about page 15 it**
16 **starts, documents Bates labeled AC200001 through**
17 **AC200072.**
18 **A. Could you repeat those numbers again for**
19 **me, please.**
20 **Q. Sure. AC200001 through 72. And if**
21 **you'll just flip through those documents and I'll**
22 **ask you a follow-up question.**
23 **Are those the documents that you**
24 **reviewed in preparation for your deposition, as**
25 **well?**

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1 A. Let me just say this, I reviewed that
2 these documents would be here.
3 Q. Did you provide those documents to your
4 counsel in response to a request for production?
5 A. The answer, I believe, and I will say
6 that --
7 MR. COUVILLIER: We Bates numbered
8 those.
9 THE WITNESS: Yeah, we put those
10 together. The specific documents, I did not.
11 BY MR. FREER:
12 Q. You did not put together or review?
13 A. No, I reviewed. As far as put together
14 is concerned, these were -- we gave files to our
15 attorneys to review.
16 Q. Were those documents contained within
17 files you gave to your attorney for production?
18 A. That is correct.
19 Q. And do those documents, they're labeled
20 various -- I'll represent they're labeled various
21 minutes and agenda. Are those the official minutes
22 and agenda of the Milton I. Schwartz Hebrew Academy?
23 A. They are.
24 Q. And were they ratified by the Board?
25 A. I couldn't answer that.

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1 Q. Do you know who could?
2 A. I could not. This is prior to me being
3 here.
4 Q. These documents were located within the
5 school's files?
6 A. They were.
7 Q. And what was the label of the files that
8 these documents were located under?
9 A. The files were kept in boxes marked
10 "Board Minutes."
11 Q. Were they kept in the ordinary course of
12 business?
13 A. I believe so.
14 Q. And who accessed these documents to give
15 them to the lawyers?
16 A. I did.
17 Q. Are you aware of any facts or
18 information that would lead you to believe that
19 these were not the official minutes of the Board or
20 agenda of the Board?
21 A. I believe these were the correct minutes
22 of the Board.
23 Q. Aside from reviewing the Roberta Sabbath
24 letter and providing these documents to your
25 counsel, what else did you do to prepare yourself to

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1 provide testimony?
2 MR. COUVILLIER: Objection, asked and
3 answered.
4 BY MR. FREER:
5 Q. You may answer.
6 A. Nothing else.
7 Q. Was there any information you attempted
8 to obtain for preparation for today's deposition
9 that you were unable to access or obtain?
10 A. The only piece dealing with this is that
11 a month ago I asked my Board if they had -- anybody
12 had any documents that pertained to the will of
13 Milton I. Schwartz.
14 Q. And did you receive answers from the
15 board members?
16 A. Yes.
17 Q. And what was the answer?
18 A. It was negative.
19 Q. How far back does the school keep
20 minutes and agenda?
21 A. I believe our records go back to around
22 1990.
23 Q. And those are all maintained at your
24 office?
25 A. Yes.

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1 Q. And how are they maintained?
2 A. They're kept in files in binders.
3 Q. And are those likewise marked "Board
4 Minutes" or how are those marked?
5 A. They are marked "Board Minutes".
6 Q. With respect to those documents and some
7 of the documents presented, the board minutes and
8 agenda at times reference attached documents. In
9 those -- in your files, are those attached documents
10 that are referenced on the minutes and agenda
11 attached or does your file just have minutes and
12 agenda solely?
13 A. There are -- I can't speak specifically
14 for every one, but there are attachments to some of
15 the documents.
16 Q. Was anybody else at your office involved
17 with compiling documents to provide to your
18 attorney?
19 A. No.
20 Q. In providing documents to your attorney,
21 did you review any electronic forms of media such as
22 recordings of minutes or word processing documents
23 that might contain minutes or agenda?
24 MR. COUVILLIER: Objection, compound
25 question.

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1 BY MR. FREER:
2 Q. You may answer.
3 A. I did not find any.
4 Q. Do you know whether any recordings exist
5 of minutes?
6 A. No.
7 Q. Do you know whether any electronic --
8 whether any minutes are stored in electronic medium?
9 A. No.
10 Q. With respect to the letter from Roberta
11 Sabbath, I'm going to provide you a copy of that.
12 I'm going to hand you what's been previously marked
13 as Exhibit No. 5 in another deposition, which I'll
14 represent to you is a copy of a letter from Roberta
15 Sabbath. Have you reviewed this document?
16 A. Yes.
17 Q. Did you talk to the Board about this
18 document?
19 A. No.
20 Q. Upon reviewing this document, did you do
21 anything to research the history or circumstances
22 surrounding this letter?
23 A. No.
24 MR. COUVILLIER: I'm going -- sorry,
25 Paul. Late objection. I'm going to object to

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1 questions regarding this document and the
2 introduction of the document. It's our position it
3 violates the Court's November 12th, 2013, Order and
4 the scope of discovery that's permissible. This
5 letter is dated 1996. What's at issue is the will
6 of Milton I. Schwartz, which is of 2004.
7 So this letter has nothing to do with
8 the will and the narration for discovery is whether
9 the purpose and condition of the bequest under
10 section 2.3 of the will was for the school to be
11 named the Milton I. Schwartz Hebrew Academy in
12 perpetuity, and therefore, I believe this line of
13 questioning and the introduction of this document
14 violates the Court's order.
15 MR. FREER: And as previously stated in
16 other depositions, we respectfully disagree. Our
17 interpretation of the Order is that anything going
18 towards Milton's understanding and the intent as to
19 the naming of the school has direct bearing upon
20 what he intended upon the time of drafting his will,
21 and as such, any representations or statements made
22 to him concerning the name of the school is directly
23 relevant under the Court's order.
24 BY MR. FREER:
25 Q. That's just a long way of saying we

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1 disagree and we'll probably be filing motions.
2 Do you have any personal knowledge as to
3 the issuance of this letter?
4 A. No.
5 Q. Other than reading the contents of this
6 letter, have you done anything to educate yourself
7 about this letter?
8 A. No.
9 Q. Have you spoken to anybody about this
10 letter?
11 A. No.
12 Q. Prior to reading this letter, did you
13 know that this letter existed?
14 A. No.
15 Q. Have you ever discussed the naming of
16 the Milton I. Schwartz Hebrew Academy with respect
17 to -- I'll break it down.
18 Have you ever discussed with any of the
19 board members the initial naming of the Hebrew
20 Academy, the Milton I. Schwartz Hebrew Academy in or
21 about 1990?
22 A. No.
23 MR. COUVILLIER: Paul, give me a little
24 pause in between that. And that's to the extent of
25 course, any such discussions were outside of my

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1 presence with the Board or any liaison
2 communications between myself and the Board through
3 you regarding this matter in seeking legal advice
4 with regards to the issues that are raised here.
5 THE WITNESS: We're going to have to
6 rephrase the question to me, I apologize.
7 MR. FREER: Could you repeat the last
8 question.
9 (The record is read by the reporter.)
10 THE WITNESS: No.
11 BY MR. FREER:
12 Q. In preparation for this deposition, did
13 you do any investigation or research with respect to
14 the naming of the Hebrew Academy in or about 1990?
15 A. I did not.
16 Q. Are you familiar with the circumstances
17 in 1994 that led the school to legally drop the name
18 of Milton I. Schwartz from the Hebrew Academy?
19 A. Yes.
20 Q. And what occurred with respect to the
21 dropping of the name in 1994?
22 A. It was a conversation we had with Milton
23 that told me it was a terrible time in his life.
24 Q. And what did Milton tell you?
25 A. That it was -- that he had -- you know,

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he felt bad about that. And that he was sorry that that was -- you know, that phase had taken place, but it was not a -- that's pretty much it.

Q. Did Milton express to you an understanding as to why his name was taken off in or around 1994?

A. Our discussion evolved around a falling out with Tamar Lubin.

Q. In connection with the falling out with Tamar Lubin, did Milt discuss his name coming off the school and coming back on the school?

A. No.

Q. Or was it -- sorry?

A. No, he did not.

Q. It was just more a general falling out with Tamar Lubin?

A. Again, pretty much that was the context of it.

Q. Did Milt tell you he was aware his name was removed from the school in or about 1994?

A. That, I don't remember that conversation.

Q. Conversely, in or around 1996 in connection with the Roberta Sabbath letter, Milton's name was legally placed back on the school, did you

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have any discussions with Milt concerning that?

A. I did not.

MR. COUVILLIER: Objection to the form of the question.

BY MR. FREER:

Q. Did Milt ever tell you that the school was named after him again in or around 1996?

MR. COUVILLIER: Objection, asked and answered.

BY MR. FREER:

Q. You may answer.

A. No. Can we take a break for just one minute.

Q. Yes, no problem.

(A discussion is held off the record.)

BY MR. FREER:

Q. Back on the record.

Are you aware of any communications between the school and Milton I. Schwartz regarding naming the school the Milton I. Schwartz Hebrew Academy?

MR. COUVILLIER: Objection, the question violates the scope of the Court's November 11, 2012 -- or '13 Order.

You can answer the question, Paul.

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THE WITNESS: No.

BY MR. FREER:

Q. Do you know anybody associated with the school that might have knowledge with respect to that issue?

MR. COUVILLIER: Objection, vague as to "associated with the school."

BY MR. FREER:

Q. You may answer.

A. May I ask what year we're talking about?

Q. Actually, we can break it down. With respect to the 1990 era, do you have any information?

A. I do not.

Q. With respect to 1994 to 1996, do you know of anybody that might have information?

A. I do not.

Q. And with respect to 2004 going forward, do you have any information or reason to believe -- strike that. That was a bad question.

With respect to 2004 forward, do you know of anybody that might have information concerning the naming of the school?

A. It's my understanding there was a conversation with the Adelson -- well, with Sheldon

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Adelson and Victor Chaltier.

Q. You say that conversation with Sheldon and Victor, was that between the two of them or did it involve third parties?

A. Between the three of them.

Q. The third being Milt?

A. Yes.

Q. Do you know when that conversation occurred?

A. I do not remember.

Q. Do you know the substance of that conversation?

A. Not enough to comment on.

Q. Do you know the general nature of that conversation?

A. It was that the campus would be named the Dr. Miriam and Sheldon G. Adelson Educational Campus.

Q. Do you know whether in that conversation it was represented that Milt's name would no longer be associated with that campus?

A. No knowledge.

Q. Who informed you about that conversation?

A. It was Sheldon and Victor.

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1 Q. Sheldon told you that he had a
2 conversation with Milt to the effect that Milt's
3 name would no longer be associated with the school?
4 A. No.
5 MR. COUVILLIER: Objection, asked and
6 answered.
7 BY MR. FREER:
8 Q. Did Victor tell you he and Sheldon had a
9 conversation in which Milt's name would no longer be
10 associated with the school?
11 MR. COUVILLIER: Objection, asked and
12 answered.
13 THE WITNESS: No.
14 BY MR. FREER:
15 Q. With respect to your understanding of
16 the communication related to you by Sheldon and
17 Victor, what was to occur with respect to the naming
18 rights?
19 MR. COUVILLIER: Objection, asked and
20 answered.
21 THE WITNESS: I'm going to -- well, I
22 need -- I don't understand the question, so.
23 BY MR. FREER:
24 Q. You previously -- and tell me if I'm
25 wrong. I'm just trying to ferret out a couple nooks

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1 and crannies. You previously testified that you're
2 aware of a conversation that Sheldon and Victor had
3 with Milt concerning naming the school the Adelson
4 Education Campus; is that correct?
5 A. Yes.
6 Q. And what is your understanding with
7 respect to how the Milton I. Schwartz Hebrew Academy
8 fit in with the naming of the Adelson Education
9 Campus?
10 MR. COUVILLIER: Objection, asked and
11 answered.
12 THE WITNESS: At that point, we were
13 talking about the lower school having the name the
14 Milton I. Schwartz Hebrew Academy.
15 BY MR. FREER:
16 Q. So it's your understanding that that
17 conversation consisted of retaining the elementary
18 school or the lower school with the name of the
19 Milton I. Schwartz Hebrew Academy and the upper
20 school being named the Adelson Education Campus?
21 A. That the lower school would be the
22 Milton I. Schwartz Hebrew Academy and that the
23 campus would be the Adelson Campus.
24 Q. And do you believe their recount of the
25 conversation with Milt?

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1 A. I'm sorry?
2 Q. Do you believe -- when Sheldon and/or
3 Victor told you their recount of their conversation
4 with Milt, do you believe their version of events?
5 MR. COUVILLIER: Objection to the form
6 of the question.
7 THE WITNESS: I believe it to be true.
8 BY MR. FREER:
9 Q. Are you aware of any documents or
10 communication among board members regarding
11 retaining the name of the Milton I. Schwartz Hebrew
12 Academy in perpetuity?
13 MR. COUVILLIER: Objection, vague.
14 THE WITNESS: No.
15 BY MR. FREER:
16 Q. Do you know of any individuals that had
17 any conversations with Milt concerning retaining the
18 name of the school as the Milton I. Schwartz Hebrew
19 Academy in perpetuity?
20 A. I do not.
21 Q. Are you aware of any agreements or
22 documents provided to Milton concerning naming the
23 school the Milton I. Schwartz Hebrew Academy?
24 MR. COUVILLIER: Objection to the scope
25 of the question, that it violates the scope in

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1 permissible discovery under the court's
2 November 11th, 2013, order -- or November 12th, I'm
3 sorry, 2013, letter.
4 BY MR. FREER:
5 Q. Do you need me to have the question read
6 back?
7 A. Please.
8 (The record is read by the reporter.)
9 THE WITNESS: Yes.
10 BY MR. FREER:
11 Q. And what documents are you aware of?
12 A. The one in front of us, May 23rd, 1996.
13 Q. Are you aware of any other documents?
14 A. No.
15 MR. COUVILLIER: And that's Exhibit 5
16 for the record.
17 BY MR. FREER:
18 Q. Do you have any knowledge or information
19 concerning the school's decision to change its name
20 from the Milton I. Schwartz Hebrew Academy to the
21 Adelson Education Campus?
22 MR. COUVILLIER: Objection as to the
23 scope of the question, violation of the Court's
24 November order.
25 THE WITNESS: Can I hear the question

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again, please.
(The record is read by the reporter.)
THE WITNESS: Yes.
BY MR. FREER:
Q. What information do you have?
A. The Board changing the bylaws to change the name.
Q. And what was the reason for the Board changing its bylaws?
MR. COUVILLIER: Same objection.
THE WITNESS: I couldn't answer that.
BY MR. FREER:
Q. Were you present at any of the board meetings in which they voted to change the bylaws?
A. I was present, yes, at the final meeting.
Q. Were you present during the discussion as to why the change should occur?
A. I was not.
Q. Did that occur at a prior meeting?
A. I believe those conversations occurred before I had come to Las Vegas.
Q. So it's your understanding that prior to 2006, there was already a decision to amend the bylaws to change the name of the school?

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A. Yes.
Q. Are you aware of an a amount of funds donated to or paid by Milt to the school?
MR. COUVILLIER: Objection, violates the Court's order.
THE WITNESS: I do not know the full amount.
BY MR. FREER:
Q. Is there anybody in your office that would have a better understanding of those amounts paid?
A. I believe our development office.
Q. Do you know whether they would have records sufficient to answer that question as to what Milton contributed?
A. I could assume they have access to that.
MR. FREER: Let's go ahead and take a break.
(A discussion is held off the record.)
MR. FREER: Back on the record.
BY MR. FREER:
Q. Obviously, correct me if I misstate something, I just want to go back to what you previously testified to.
You previously testified that there was

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an agreement regarding changing the name to the Adelson Educational Campus that occurred prior to you coming to the school; is that correct?
A. No, that is not. There was conversations. The agreement was actually formalized and I can't remember the exact time, but the conversations about what it was going to be named occurred prior to my coming.
Q. And those are the conversations between Milt, Victor and Sheldon or were those other conversations?
A. Those were conversations with the Board.
Q. Are you aware of any documents or minutes that would reflect any of those conversations?
A. I'm not.
Q. In providing documents to your counsel, did you come across any documents that referenced any type of an agreement or understanding?
A. I did not.
Q. Did Milt ever discuss with you leaving money to the Milton I. Schwartz Hebrew Academy upon his death?
A. He did not.
Q. Do you know whether he discussed that

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with anyone?
A. I do not.
Q. Did he ever mention conditioning gifts to the school?
A. Not that I'm aware of.
Q. Do you know whether he discussed that topic with anybody else?
A. I am not aware.
Q. Are you aware of any situation -- strike that.
Are you aware of any information where Milt was informed that his name would be taken off the Hebrew Academy?
A. I am not.
Q. Are you aware of any agreement in existence whereby Milt would agree to take his name off the Hebrew Academy?
A. I am not.
Q. Is the school in possession of any documents reflecting any intention to take Milt's name off of the school?
A. No.
MR. FREER: I don't have any further questions. I appreciate your time, Mr. Schiffman.
THE WITNESS: Thank you.

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(The deposition concluded at 2:27 p.m.)
-oOo-

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CERTIFICATE OF DEPONENT

PAGE	LINE	CHANGE	REASON

* * * * *

I, PAUL SCHIFFMAN, deponent herein, do hereby certify and declare the within and foregoing transcription to be my deposition in said action; that I have read, corrected and do hereby affix my signature to said deposition under penalty of perjury.

PAUL SCHIFFMAN, Deponent

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CERTIFICATE OF REPORTER

STATE OF NEVADA)
)SS:
COUNTY OF CLARK)

I, Karen L. Jones, a duly commissioned and licensed Court Reporter, Clark County, State of Nevada, do hereby certify: That I reported the taking of the deposition of the witness, PAUL SCHIFFMAN, commencing on Tuesday, March 11, 2014, at 1:29 p.m.

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

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

IN WITNESS HEREOF, I have hereunto set my hand, in my office, in the County of Clark, State of Nevada, this 23rd day of March, 2014.

KAREN L. JONES, CCR NO. 694

000767

797000

ADELSON CAMPUS

Exhibit 8

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

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

I. Call to Order – D'Var Torah

II. Chairman's Report – Victor Chaltiel
   1. Permanent Director Recruitment
   2. 2003-2004 Enrollment Overview
   3. School Funding Issues

III. Admissions – Melanie Bash
   1. Specific Enrollment/Re-Enrollment Report

IV. Development and Community Relations – Melanie Bash
   1. Planned Activities to June 2004

V. Interim Director & Chief Education Officer – June Eshelman
   1. Teacher Review – Contract Renewal and Recruitment

VI. Chief Strategy/Administrative Officer & Treasurer's Report – Ken Sherman/Ercy Rosen
   1. P&L Statements, Balance Sheet, Cash Flows in January &Year to Date
   2. Cash Flow Forecast – March to June
   3. Website
   4. Summer Camp
   5. Brochure

VII. Other Matters
   1. Approval of Minutes – February 10, 2004
   2. Set Next Meeting Date - April 13, 2004 or April 20, 2004
   3. **Request Action:** **$8,000 Offer to Purchase Utah Property**
   4. **Request Action:** **Request for Approval of High Desert Proposals**

CHAIRMAN'S REPORT

000769

CHAIRMAN'S REPORT

VICTOR CHALTIEL

1. **Permanent Director Recruitment**

   1.1. Review Project and alternatives
   1.2. Review Richard Isaacs

2. **2003-2004 Enrollment Overview**

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

3. **School's Funding Issues**

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

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

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

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

Absent: June Eshelman

<u>Chairman's Report</u>

See attached Chairman's report.

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

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

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

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

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

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Development and Community Relations

See enclosed report.

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

Admissions and Director's Reports

See enclosed reports.

Treasurer's Report

Please see financial information in packet.

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

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

STANDING COMMITTEES

Committees to report formally next meeting.

Other Matters

None

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

Respectively submitted,

Suzanne Steinberg
Secretary Board of Trustees

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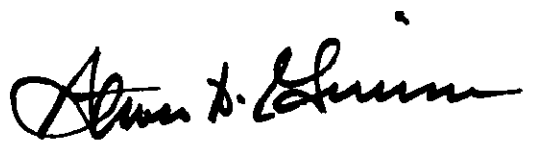

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Attorneys for Respondent, A. Jonathan Schwartz

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of	)	Case No. P061300
	)	Department No. 26/Probate
MILTON I. SCHWARTZ,	)	
	)	
Deceased.	)	**Date of Hearing: July 9, 2014**
	)	**Time of Hearing: 9:00 a.m.**

OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT

A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz ("Estate"), by and through his counsel of record, the law firm of Solomon Dwiggins & Freer, Ltd., responds and objects to The Dr. Miriam and Sheldon G. Adelson Educational Institute's ("Adelson Campus") Motion for Partial Summary Judgment ("Motion").

As set forth below, the Adelson Campus' Motion should be denied in its entirety as the uncontroverted evidence exhibits that Milton's intent in Section 2.3 of the Will was to benefit **only** the Milton I. Schwartz Hebrew Academy ("MISHA") due to his unequivocal belief and understanding that MISHA should be named after him forever: "***I raised a half a million and gave half a million and they agreed to name the school the Milton I. Schwartz Hebrew Academy in perpetuity***."[1]

[1]06/12/07 Milton Schwartz videotaped interview by Miriam Adelson and Steve Wessels. A transcript of this interview is forthcoming and will be filed as a supplement.

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1. INTRODUCTION & OVERVIEW

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

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

Milton's unequivocal understanding and intent, consistently expressed during his lifetime and recounted in numerous instances create disputed material facts and predicate legal issues, which preclude the entry of partial summary judgment against the Estate. An examination of these events, set forth below, renders each of the Adelson Campus' grounds for summary judgment irrelevant or untenable due to the issues of fact permeating both the Adelson Campus' claims and the Estate's affirmative defenses and counter claims asserted in its Petition for Declaratory Relief. In its Motion, the Adelson Campus ignores and avoids the ultimate issue for which the Court intended for the first phase of its bifurcated discovery plan: to determine what the decedent, Milton I. Schwartz ("Milton"), understood and intended when he drafted Section 2.3 of the Will. The Adelson Campus ignores this issue for good reason: the uncontradicted evidence that permeates this case leads to two conclusions: (1) Milton understood and intended that the Milton I. Schwartz Hebrew Academy ("MISHA") was to bear his name "in perpetuity"; and (2) in drafting Section 2.3 of his Will, Milton clearly intended **only** to leave the bequest to MISHA, as an entity that bore his name, **and not** to any other entity that did not

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[2]06/12/07 Milton Schwartz videotaped interview by Miriam Adelson and Steve Wessels. A transcript of this interview is forthcoming and will be filed as a supplement.

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bear his name.

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

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

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

1. Whether the language of Section 2.3 requires the bequest to only be given to MISHA, an entity which bears Milton's name;
2. Whether the language in Section 2.3 permits a successor beneficiary;
3. Whether the bequest in Section 2.3 has lapsed under Nevada law;
4. Whether Milton intended the bequest to be made only to an entity bearing the name, the "Milton I. Schwartz Hebrew Academy"; and
5. Whether Milton intended to permit a successor entity that did not bear his name to receive the Section 2.3 bequest.

Each of these issues must first be resolved, because without a prior determination of whether a beneficiary exists, the permissive use of the bequest is unripe and may

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be rendered moot. *Cf. Boulet v. City of Las Vegas*, 96 Nev. 611, 613, 614 P.2d 8, 9 (1980) (unripe case not appropriate for judicial review); *Personhood Nevada v. Bristol*, 126 Nev. Adv.Op. 56, 245 P.3d 572, 574 (2010) (courts should not render advisory opinions where events render the case moot).

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

The Adelson Campus also seeks partial summary judgment on the issue of whether Section 2.3 of the Will contains a naming rights provision. The Adelson Campus' position impermissibly conflates the Estate's claims centered on the issue of ascertaining Milton's understanding and intent when drafting Section 2.3 with the Estate's claims for relief arising from the representations made by MISHA to Milton during his lifetime. As such, summary judgment is precluded on this issue because the Court must first make factual findings and determinations such as:

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

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

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only permissible beneficiary is MISHA and that in drafting section 2.3 and deciding to leave such bequest to MISHA, Milton understood and intended that MISHA was to bear his name "in perpetuity."

c. **THE ADELSON CAMPUS' THIRD ISSUE REGARDING RELEASING THE $500,000 TO THE ADELSON CAMPUS IS GROSSLY PRESUMPTIVE AND PREMATURE AS THE ESTATE'S AFFIRMATIVE DEFENSES AND COUNTERCLAIMS MUST FIRST BE RESOLVED AND DISCOVERY HAS NOT EVEN OPENED UNDER THE SECOND PHASE OF THE COURT'S BIFURCATED DISCOVERY PLAN.**

The Adelson Campus's third issue for partial summary judgment pertaining to its request to release the $500,000 from the Morgan Stanley blocked account essentially requests summary adjudication of one of the ultimate issues at trial and is precluded by a host of claims and affirmative defenses asserted by the Estate. More importantly, under this Court's bifurcated discovery plan, the Estate has not yet had an opportunity to conduct discovery as to its remaining claims and affirmative defenses, since such discovery is to be completed in "phase 2." As such, summary judgment is precluded on this issue because even in the unlikely event that the Court determines that the Adelson Campus is a beneficiary under Section 2.3 of the Will, the Court must still first make factual findings and determinations such as:

1. Whether MISHA promised and/or represented to Milton that MISHA would retain his name in perpetuity;
2. Whether MISHA breached its contractual obligations to Milton that it would bear his name in perpetuity;
3. Whether, for the purpose of obtaining contributions from Milton, MISHA and its officers and directors at least led Milton to believe that such an agreement existed;
4. Whether MISHA fraudulently induced Milton to make lifetime gifts and/or a bequest to the Milton I. Schwartz Hebrew Academy;
5. Whether MISHA hid its plan to breach the agreement with Milton in hopes that he would continue to provide generous gifts, fundraising, and ultimately a bequest in his Will;
6. Whether the bequest to MISHA is void due to Milton's fraudulently induced or mistaken belief that MISHA would bear his name in perpetuity.

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7. Whether the Hebrew Academy tactically waited until after Milton's death, when he would be unable to personally defend his legacy, to remove Milton's name from its corporate documents;

8. Whether the bequest to the Milton I. Schwartz Hebrew Academy is void due to fraudulent inducement or misrepresentation by the Hebrew Academy;

9. Whether the bequest to the Milton I. Schwartz Hebrew Academy is voidable due to breach of agreement, promissory estoppel by the Hebrew Academy or mistake by Milton;

10. Whether the Executor is authorized and directed to offset any bequest against lifetime donations made by Milton on account of the Hebrew Academy's breach of agreement and/or promise made by and between the School and Milton; and

11. Whether Milton's Estate is entitled to supplemental relief in the form damages and/or a constructive trust over funds in the hands of the Hebrew Academy which were contributed by Milton during his lifetime to the Milton I. Schwartz Hebrew Academy.

As such, the Adelson Campus's dogged insistence that the sole issue to be determined by this Court is the interpretation of a single paragraph of Milton's Will, and that the Court should ignore all outside considerations in ordering distribution of the Section 2.3 bequest is without legal or factual merit. The Adelson Campus cannot merely ignore the affirmative claims the Estate has filed against the Adelson Campus in its Petition for Declaratory Relief.

Accordingly, a multitude of factual and legal issues preclude the entry of summary judgment on any of the grounds stated by the Adelson Campus. Simply stated, no fact or law exists to warrant the entry of partial summary judgment. Moreover, in the unlikely event that this Court questions the sufficiency of the already substantial evidence presented that clearly sets forth Milton's understanding and intent in drafting Section 2.3, the Court should grant leave for additional discovery under NRCP 56(f), which is especially appropriate since the parties are only in the first phase of this Court's two-phase bifurcated discovery plan. For these reasons, as set forth more fully below, the Motion should be denied in its entirety and this Court should order that second phase of the bifurcated discovery plan

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should be opened to enable the Estate to begin discovery on its remaining affirmative defenses and counterclaims.

2. STATEMENT OF FACTS PRECLUDING SUMMARY JUDGMENT

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

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

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

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[3] *See* Second Supplemental Affidavit of Milton I. Schwartz dated March 31, 1993, attached hereto as **Exhibit A**, at ¶¶ 7 and 8 ("That Summerlin only donated 17 acres for the Hebrew Academy after Affiant donated $500,000...." That the donation of $500,000 by Affiant was condition precedent to the donation of the land by Summerlin...").

[4] *See* DVD Transcript of Paul Schiffman, attached hereto as **Exhibit N**, at 2:10-4:16; DVD Transcript of Victor Chatielat, attached hereto as **Exhibit U**.

[5] *See* Supplemental Affidavit of Milton I. Schwartz dated February 22, 1993, attached hereto as **Exhibit B**, at ¶4.

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Trustees, Tamar Lubin (who was a defendant in Milton's prior litigation with the Hebrew Academy) confirmed the 1989 Agreement:

> Milton Schwartz became elected to the Board of Trustees of the Hebrew Academy after making a large gift to the school. Also in consideration of this grant, the school has borne his name since 1989.... I personally solicited Mr. Schwartz's donation to the Academy, the very donation resulting in the school being named for him.[6]

The Board of Trustees of the Hebrew Academy memorialized the 1989 Agreement in its minutes from its August 14, 1989 special meeting, noting: "**A letter should be written to Milton Schwartz stating the Academy will be named after him.**"[7] Likewise, in the Bylaws for the Hebrew Academy, adopted by the Board of Trustees on December 18, 1990, the board approved the name change of MISHA: "**The name of the corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and schall [sic] remain so in perpetuity.**"[8] Members of the Board of Trustees understood the permanency of the name change, prominently stating in the opening paragraph of the Bylaws: "The name of the corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall [sic] remain so in perpetuity."[9]

Amended articles of incorporation changing the name of the school to the "Milton I. Schwartz Hebrew Academy," were filed on August 22, 1990 and were

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[6] Affidavit of Tamar Lubin aka Tamar Lubin Saposnik at ¶ ¶ 19, 21, attached as Ex. 1 to Reply in Support of First Accounting and Report.

[7] *See* Minutes of the Board of Trustees, Special Meeting, August 14, 1989, attached hereto as **Exhibit C**; Certificate of Amendment of the Articles of Incorporation of the Hebrew Academy, attached hereto as **Exhibit D**.

[8] *See* December 18, 1990, Bylaws, Article I(1), attached hereto as **Exhibit E**. *See also* April 13, 1999, Bylaws, Section 1.01, attached hereto as **Exhibit F** ("The name of the Corporation is the Milton I. Schwartz Hebrew Academy and will remain so in perpetuity.")

[9] *See* Exhibit E, Article I(1).

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sent to Milton on August 30, 1990.[10] In addition, by deed executed April 9, 1991, the Hebrew Academy conveyed the underlying property upon which it operated to the "Milton I. Schwartz Hebrew Academy, a Nevada non-profit corporation."[11]

The 1989 Agreement was further confirmed by numerous individuals who served on the Board of Trustees in 1989, all of whom testified that they participated in numerous conversations with the Board of Trustees and Milton, individually, regarding the agreement to name the Hebrew Academy after Milton in perpetuity. Indeed, Lenard E. Schwartzer, Esq., a member of the Board of Trustees and attorney for the Hebrew Academy similarly testified:

> Q. ... Do you recall being on the board at or about the time the Hebrew Academy switched its name to the Milton I. Schwartz Hebrew Academy?
> A. Yes.
> Q. What do you recall with respect to the name change?
> A. I don't have any specific recollection of a board meeting where that was done. <u>I do have a specific recollection that the name of the school was changed to the Milton I. Schwartz Hebrew Academy at the time the school was moving to the new location on Hillpointe because Mr. Schwartz donated a very large sum and arranged for the balance of the financing for the construction of the new school building.</u>[12]

Such members of the Board of Trustees believed and understood that the MISHA would retain Milton's name in perpetuity. For example, and by no means of limitation, Mr. Schwartzer testified:

. . . . .

. . . . .

. . . . .

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[10] *See* Correspondence from Frederic I. Berkley, Esq. to Milton I. Schwartz dated August 30, 1990, and Amended Articles of Incorporation of The Hebrew Academy, attached hereto as **Exhibit 1** to **Exhibit G**, and Declaration of Frederic I. Berkley, Esq. attached hereto as **Exhibit G**.

[11] *See* Quitclaim Deed dated, attached hereto as **Exhibit H**.

[12] Deposition Transcript of Lenard E. Schwartzer, attached hereto as **Exhibit Y**, at 9:9-16.

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A. Well, to begin with, the school was always going to be named the Milton I. Schwartz Hebrew Academy. . .[13]

. . .

A. And it was - was then and today - my understanding that the school would be named the Milton I. Schwartz Hebrew Academy in perpetuity in light of that financial donation and his - you know, I got the impression he guaranteed the loans with the bank.

Q. ... You used the phrase "in perpetuity." What is your understanding as to why that term "in perpetuity" came about?
A. Well, it came about because in the discussions that was had with Milton when he was discussing with board members, and I don't remember at a board meeting. I just remember it was part of the discussions, and we had non-board meetings where there would be several board members meet with Milton.
There were times when I would discuss things with Milton, because I think at some point in time, I did legal work for the school on a pro bono basis, and I was considered the attorney (indicating) for the board.
We used the term "in perpetuity," because since it was by far the largest amount of money anybody had every donated to the school at the time, and it made it possible to build the new school on Hillpointe. Without that donation, there wouldn't be - there wouldn't have been a school built.
Q. Okay.
A. So, in consideration of that, it was our understanding and I believe it was our agreement that the school would be named the Milton I. Schwartz Hebrew Academy as long as it was a Hebrew day school.[14]

With respect to the phrase "in perpetuity," Mr. Schwartzer testified that such phrase was "used more than once, not merely by [him], in the discussions,"[15] and that it meant forever: "[m]y recollection is that all the parties at the time understood in perpetuity meant forever. I mean, it's not a difficult English word or unusual English word. It's not a legal - legalism or anything. It meant what its common English meaning is. It's forever."[16]

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[13] *See id.* at 24:8-10.

[14] *See id.* at 9:17- 10:21.

[15] *See id.* at 11:4-7.

[16] *See id.* at 14:5-10.

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Likewise, Neville Pokroy, M.D., a member of the Hebrew Academy's Board of Trustees in August 1989, testified that he participated in discussions regarding the 1989 Agreement at the August 14, 1989, special meeting, and subsequent meetings:

> Q. ... [W]as there any discussion about naming the Hebrew Academy after Milton I. Schwartz?
> A. My recollection, that there was a discussion at that particular moment in time, I don't remember details. But certainly the discussion took place, and indeed, we followed it up by naming the school after Milton I. Schwartz.[17]

Similarly, Dr. Roberta Sabbath, a member of the Board of Trustees in 1989, and eventual School Head of MISHA, testified that in exchange for a substantial donation the Hebrew Academy agreed to change its name to MISHA in perpetuity:

> Q: Was it your understanding that it was going to be in perpetuity? Was it your understanding that the name change was supposed to be for a temporary period of time?
> [OBJECTION OMITTED].
> THE WITNESS: My understanding was that it was for in perpetuity.[18]

This is consistent with Milton's understanding that MISHA was to be named in perpetuity: "I raised a half a million and gave half a million and they agreed to name the school the Milton I. Schwartz Hebrew Academy in perpetuity."[19]

b. THE 1989 AGREEMENT WAS RECONFIRMED BY MEMBERS OF THE HEBREW ACADEMY'S BOARD OF TRUSTEES PRIOR TO AND AFTER THE EXECUTION OF THE WILL.

The Hebrew Academy's perpetual obligations and promises were repeatedly recognized and reconfirmed by its members of the Board of Trustees over the years. For example, on July 17, 1992, Mr. Schwartzer told Milton in correspondence that:

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[17] Deposition Transcript of Neville Pokrop, M.D., attached hereto as **Exhibit AA**, at 13:20-14:19.

[18] *See* Deposition Transcript of Roberta Sabbath at 27:10-18, attached hereto as **Exhibit Z**.

[19] *See supra* fn. 2.

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"[i]t's your school, it has your name on it forever."[20] At his deposition on February 25, 2014, Mr. Schwartzer confirmed that he would often refer to MISHA as Milton's school:

> THE WITNESS: . . . I would refer to – if I was speaking to him, I would call it his school or your school, if I was speaking to Milton Schwartz, and I think he would think of it as his school because he's - besides the money, he had spent a lot of time and effort making the school be successful. I mean, it went from a much - very small school to a much larger school due to his efforts.[21]

Likewise, when the Hebrew Academy became embroiled in a dispute with Milton in 1992, Board of Trustee member Tamar Lubin offered to return Milton's $500,000 donation made in 1989.[22] Such offer further evidences an acknowledgment by the Hebrew Academy that Milton's gifts were conditional, not simply gratuitous in nature.

Notwithstanding, the Hebrew Academy failed to keep its end of the bargain and on October 19, 1994, filed amended articles of incorporation removing his name from the school. During this period when the school no longer bore his name, Milton ceased making donations to the Hebrew Academy.[23] When Milton discovered this, he told Susan Pacheco, his long time personal assistant, that "we are going to war to get my name back on the Hebrew Academy."[24]

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[20] *See* Letter from Lenard E. Schwartzer dated July 17, 1992, attached hereto as **Exhibit I**. Mr. Schwartzer testified on February 25, 2014, that such language"comports with [his] understanding that the name of the school was going to be the Milton I. Schwartz Hebrew Academy forever or in perpetuity, which term [he] would use at that time." *See* Ex. Y, Depo. Trans. of Lenard E. Schwartzer at 15:18-22.

[21] *See id.* at 17:3-10.

[22] *See* Supplemental Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12, attached hereto as **Exhibit J**.

[23] *See* Spreadsheet of Contributions, attached hereto as **Exhibit K**.

[24] *See* Declaration of Susan Pacheco, attached hereto as **Exhibit L**, at ¶ 8.

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On May 23, 1996, the Hebrew Academy *via* its School Head , Dr. Roberta Sabbath, on behalf of MISHA, agreed to live up to its 1989 Agreement and restore its name to the "Milton I. Schwartz Hebrew Academy" and amend its articles of incorporation accordingly.[25] This is hereinafter referred to as the "1996 Agreement." Amended articles were filed on March 21, 1997. In addition to agreeing to abide by the original 1996 Agreement, MISHA additionally agreed to implement the following actions to prominently display the full name of the "Milton I. Schwartz Hebrew Academy" on signage, stationery, letterhead, and brochures:

> Restore the marker in front of the Hebrew Academy identifying it as the "Milton I. Schwartz Hebrew Academy."
>
> Change the Hebrew Academy's formal stationary [sic] to include its full name, the "Milton I. Schwartz Hebrew Academy," in a form consistent with this letterhead and include our full name on future brochures.
>
> Where practicable, display the full name of the Hebrew Academy. In print advertising of sufficient size, the full name of the school will be displayed in a design consistent with the letterhead. Where impractical by reason of size, utilization of voice media, informal correspondence, informal memoranda, etc., and in answering the telephone, the school will utilize the shorthand version of its name as Hebrew Academy or simply, its logo.[26]

The Hebrew Academy further informed Milton that "you can rest assured it is the intention of the School Head and the School's Officers and Directors that the utilization of the school's full name will be consistent with an intent to recognize and honor your contribution and assistance."[27] Dr. Sabbath recently testified that the intent of the May 23, 1996, correspondence was to "reassure [Milton] of the

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[25] Letter from Dr. Roberta Sabbath, School Head, dated May 23, 1996, attached hereto as **Exhibit M**.

[26] *Id.*

[27] *Id.*

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name reversion back to his name,"[28] in hope of "rebuild[ing] the bridges that we felt had been broken and to retain the stability of the school and to guarantee its future growth."[29]

In response to such letter, Milton told Ms. Pacheco "well finally," as he was glad to see that the Hebrew Academy had agreed to live up to its obligation by changing its name back to MISHA.[30]

The Board of Trustees reaffirmed the permanent and perpetual nature of Milton's naming rights by adopting Bylaws on April 13, 1999, prominently stating in Section 1.01: "The name of the Corporation is the Milton I. Schwartz Hebrew Academy and will remain so in perpetuity."[31] In reliance on the 1996 Agreement and representations from the Hebrew Academy, Milton resumed making monetary contributions to the Hebrew Academy up until his death, in the additional amount of approximately $500,487.[32] His total lifetime contributions were approximately $1,010,656.66.[33] Also in reliance on the 1996 Agreement, on February 5, 2004, Milton executed a Last Will and Testament ("Will") providing a bequest of $500,000 to the Milton I. Schwartz Hebrew Academy.

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

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

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[28] *Id.* at 37:10-11.

[29] *Id.* at 37:17-19.

[30] *See* Ex. L, Susan Pacheco Decl. at ¶ 8.

[31] *See* Ex. F.

[32] *See* Ex. K, Spreadsheet of Contributions.

[33] *Id.*

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$500,000 bequest referenced in Section 2.3 of his Will go directly to MISHA when he executed his Will on February 5, 2004. Section 2.3 of the Will provides:

> 2.3 The Milton I. Schwartz Hebrew Academy. I hereby give, devise and bequeath the sum of five hundred thousand dollars ($500,000.00) to the Milton I. Schwartz Hebrew Academy (the "Hebrew Academy"). This gift is to be in the form of securities (stocks, bonds, or cash) with the largest profit so that my estate can take advantage of the low cost basis and increased price as directed by my Executor in his sole discretion. If, at the time of my death, there is a bank or lender mortgage (the "mortgage") upon which I, my heirs, assigns or successors in interest are obligated as a guarantor on behalf of the Hebrew Academy, the $500,000.00 gift shall go first to reduce and or expunge the mortgage. In the event that the lender will not release my estate or my heirs, successors or assigns, no gift shall be given to the Hebrew Academy. In the event that no mortgage exists at the time of my death, the entire $500,000.00 amount shall go to the Hebrew Academy for the purpose of funding scholarships to educate Jewish children only.[34]

Noticeably absent from the language in the Will is language that the bequest may go to the MISHA's successors. Rather, Milton intentionally omitted any successors from receiving the Section 2.3 bequest. Indeed, Milton made it clear that there was no successor clause to be added to Section 2.3 because there would be no successor in interest and the bequest was to only go to MISHA to be used for the benefit of the Jewish children who attended MISHA.[35] Had Milton intended the bequest to go another entity or namesake, including, but not limited to the Adelson Campus, he would have included a successor clause in Section 2.3.[36] The absence of such "successor clause" language makes it clear that the bequest was to only go to MISHA.[37]

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

[35] *See* Declaration of Jonathan Schwartz at ¶ 7, attached hereto as **Exhibit CC**, and Deposition Transcript of Jonathan Schwartz at 10:8-22 at 20:20-24, attached hereto as **Exhibit EE**.

[36] *See id.*

[37] *See id.*

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

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

For these reasons, it was Milton's lifelong practice and intent to make contributions that would bear his name and ensure a legacy for his name. Milton faithfully observed and adhered to these religious beliefs and traditions, including the dual need to provide charity to education and to preserve his namesake and legacy in order to continue his progression in the afterlife. *See id.* Indeed, both Rabbi Yitz Wyne, Milton's son Jonathan[38] and daughter Robin Sue Landsburg,[39]

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[38] *See* Ex. CC, Decl. of Jonathan Schwartz at ¶¶ 4-5.

[39] *See* Declaration of Robin Sue Landsburg, attached hereto as **Exhibit HH**, at ¶ 3.

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confirmed it was Milton's clear intent that MISHA be named after him in perpetuity for reasons, including, but not limited to, religious beliefs that he could not only progress in the afterlife through good deeds bearing his name. *See id.* ¶¶ at 4-10. Susan Pacheco, Milton's personal secretary from May 27, 1987 until his death, "observed a few situations wherein Milton refrained from making donations to charitable organizations because there was no name recognition." For example, Ms. Pacheco recalls that Milton "wanted to make a donation to the Jewish Community Day School and he did not do so because there was no name recognition available."[40]

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

> Q. Okay. Was it your understanding that the Hebrew Academy was going to retain the name of the Milton I. Schwartz Hebrew Academy in perpetuity?
> [OBJECTIONS OMITTED].
> THE WITNESS: It was, very strongly. It was very important to Milton. I do remember that.
> Q. Okay. How do you know it was important to Milton?
> A. He expressed it, and I remember him saying make sure that it says in perpetuity, and it - so that is how I know it was important to him.[41]

e. MILTON BELIEVED THAT MISHA WOULD RETAIN HIS NAME FOREVER.

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

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[40] *See* Ex. L, Decl. of Susan Pacheco at ¶ 3.

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

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believed MISHA would be named after him "forever" or "in perpetuity."[42] In fact, when Milton said "in perpetuity" he would often slow down and clearly enunciate that phrase to add extra emphasis.

It was also common for Milton to refer to the Milton I. Schwartz Hebrew Academy as "his" school. This fact was even conceded by the Paul Shiffman, the "Head of School for the Milton I. Schwartz Hebrew Academy and the Dr. Miriam and Sheldon G. Adelson School,"[43] and the designated Person Most Knowledgeable for the Adelson Campus:

> Q. Did Milton ever refer to the Milton I. Schwartz Hebrew Academy as "my school?"
> A. Yes, once I remember that.
> Q. And what was the context of that?
> A. I remember that was a conversation he had. He talked about how proud he was of "my school," and that was the day that he came in for the reading program.[44]

Milton also referred to the Milton I. Schwartz Hebrew Academy as "his" or "my" school to others, including Ira Steinberg (also a defendant in Milton's prior litigation with the Academy).[45]

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

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

[43] *See* DVD Transcript of Paul Schiffman, attached hereto as **Exhibit N**, at 2:2-4.

[44] *See* Deposition Transcript of Paul Schiffman, attached hereto as **Exhibit DD**, at 11:1-8.

[45] *See* Affidavit of Ira Steinberg, attached as Exhibit 3 to Reply to Objection to Accounting, previously filed on June 24, 2013.

[46] *See* Deposition Transcript of Jonathan Schwartz, attached hereto as **Exhibit EE**, at 11:10-12.

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

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

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

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[47] *See id.* at 11:12-16.

[48] *See id.* at 21:12-14.

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

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

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

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Landsburg,[52] Susan Pacheco[53] and Rabbi Yitz Wyne.[54] Indeed, such agreement was even confirmed by Paul Schiffman, who recently stated that Milton, Sheldon and Victor agreed "[t]hat the lower school would be the Milton I. Schwartz Hebrew Academy and that the campus would be the Adelson Campus."[55] Such statements comport with prior statements made by Mr. Schiffman that he was serving as "Head of School for the Milton I. Schwartz Hebrew Academy and the Dr. Miriam and Sheldon G. Adelson School,"[56] and that Dr. Miriam and Sheldon G. Adelson School merely built upon the Milton I. Schwartz Hebrew Academy that was previously established by Milton.[57]

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

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

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

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

[56] *See id.* at 2:2-4.

[57] *See id.* at 2:10:-3:1 ("Well, I think that the school itself is an established school. It's one that we had some visionaries in this town. Milton I. Schwartz himself, who saw the need for a Jewish education, saw the need to bring children together who want to study a strong secular programs as well as to have their Jewish roots grow and prosper and flourish. So what we're doing now, as far as the Hebrew Academy is concerned, we're just building on the wonderful school that's here, so that same smallness, the same caring, the same quality education will just be enhanced. It's not going to be changed. And then adding in the Dr. Miriam and Sheldon G. Adelson School takes us to that next step. So what we can have for our community is a total articulated program starting with preschoolers and taking them is a totally articulated program staring with preschoolers and taking them through, basically, what I call quasi-adulthood.").

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Such testimony comports with similar statements made by Victor Chaltiel, a former Chairman of the Board of Trustees, that the Adelson Campus:

> complements the Milton I. Schwartz Hebrew Academy. So we will have the Milton I. Schwartz Hebrew Academy, and we will have the Adelson School, both of them on the same campus. It's wonderful. It's fantastic. I think, yeah.
> And then many of the kids, the younger kids, of the Hebrew Academy will benefit, tremendously benefit, from the Adelson School. And I'm not talking only about the cafeteria, the swimming pool, the sports facilities, and all this, but the intellectual aspect of it.[58]

The 2007 Agreement is further evidenced by numerous documents drafted by the Hebrew Academy in 2007, including, but not limited to: (1) a letter signed by Mr. Adelson and Mr. Chaltiel of the Board of Trustees;[59] (2) 2007 Gala Invitation, which states: "It is an inspiration to see so many in the community supporting not only The M.I.S. Hebrew Academy, but also The Adelson School. At last year's event, we presented plans to create a world class high school adjacent to The Milton I. Schwartz Hebrew Academy;"[60] (3) 2007 Adelson Prep Brochure which provides that the Adelson Campus is located on the site of the Milton I. Schwartz Hebrew

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[58] *See* DVD Transcript of Victor Chaliel, attached hereto as **Exhibit U**, at 2:19-3:4. Further, Mr. Chaltiel, on behalf of the entire Milton I. Schwartz Hebrew Academy community thanked Milton "very, very much for everything he has done." *Id.* at 5:5-7.

[59] Ex. 11, Gala Announcement.

[60] *See* 2007 Gala Invitation, attached hereto as **Exhibit O**. *See also* 2007 Tribute Ads, attached hereto as **Exhibit Q** (specifically identifying the school as the "Milton I. Schwartz Hebrew Academy);" 2007 Gala biography of Milton, attached hereto as **Exhibit R** ("**His most treasured endeavor and most profound legacy, however, is the Milton I. Schwartz Hebrew Academy**. . . Established in Summerlin in 1988, the school has since expanded to include preschool through 8th grade. Mr. Schwartz sits on the Board of Trustees and generously supports the M.I.S. Hebrew Academy's continued growth."); Correspondence dated March 16, 2007, from the Milton I. Schwartz Hebrew Academy to parents, attached hereto as **Exhibit S**.

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

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

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

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

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[61] *See* Adelson Prep Brochure, attached hereto as **Exhibit II**.

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

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

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

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

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

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

3. PROCEDURAL HISTORY

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

On May 28, 2013, the Estate filed its Petition for Declaratory Relief asserting the following claims: First Claim for Relief: Construction of Will, Second Claim for Relief - Fraud in the Inducement, Third Claim for Relief - Bequest Void for Mistake, Fourth Claim for Relief - Offset of Bequest Under Will, Fifth Claim for

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[65] Indeed, The Adelson Campus' website does not refer to any part of the School as the Milton I. Schwartz Hebrew Academy, not even grades K-4. *See* **Exhibit T**, which is a printout of http://www.adelsoncampus.org/aboutus.cfm (visited on 6/21/2013) and http://www.adelsoncampus.org/lowerschoolwelcome.cfm (visited on 6/21/2013). The latter printout states, "Welcome to the Lower School. Our lower school begins with preschoolers (18 months) and continues through 4th grade."

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

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

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

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

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[66] *See* Notice of Entry of Order Denying Adelson Campus' Motion to Dismiss Executor's Petition for Declaratory Relief Without Prejudice & Allowing Limited Discovery, previously filed on June 12, 2013, at 2:7-9.

[67] *See* Motion for Reconsideration, previously filed on December 12, 2013, at 5:20-25.

[68] *See* December 10, 2013, Hearing Transcript at 15:4-16.

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

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

4. NUMEROUS ISSUES PRECLUDE THE ADELSON CAMPUS' MOTION FOR PARTIAL SUMMARY JUDGMENT.

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

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

The Adelson Campus' request for partial summary judgment is deceptive and flawed because it attempts to skirt a penultimate issue of fact: whether Milton intended the bequest in Section 2.3 to go to any entity that did not bear his name. Until this issue is resolved, summary judgment is inappropriate as to all of the Adelson Campus' issues. Further, all evidence obtained in this case establishes: (1) Milton understood that the MISHA was to bear his name "in perpetuity"; (2) this understanding prominently formed his intent when drafting Section 2.3 of the Will such that Milton intended that the Section 2.3 bequest should only go to MISHA and not to any other entity that did not bear his name; and (3) this understanding and intent remained consistent throughout the remainder of his lifetime and was consistently reassured to him.

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i. Overview of Intent.

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

The Will makes its bequest to the "Milton I. Schwartz Hebrew Academy." However, contrary to its promises and obligations to Milton, the Adelson Campus changed its name so that at the time of distribution, no entity currently exists by the name of "Milton I. Schwartz Hebrew Academy." Such a change results in two possibilities: (1) the bequest lapses as a matter of law (as discussed in Section 4(b), *infra*), or (2) a latent ambiguity exists in which case the Court must make a factual

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

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

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

a. The beneficiary has died before distribution. *See, e.g., Jackson*, 106 Ariz. at 83, 471 P.2d at 279; *In re Estate of Bickert*, 447 Pa. 469, 290 A.2d 925, 926 (1972). *See also* Bancroft, Probate Practice § 1146 ("[i]t is clear that a decree distributing a portion of an estate to a deceased person is absolutely void.");

b. A corporate beneficiary ceases to exist prior to distribution. *See, e.g., In re Joseph's Estate*, 62 N.Y.S.2d 197, 198 (N.Y.Sur. 1946); or

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

Indeed, as a general matter, courts find that bequests lapse where an event or condition has or has not occurred after the making of a will that thwarts the intent of the testator in making the bequest. *See, e.g., In re Estate of Zilles*, 200 P.3d 1024, 1029-1031, (Ariz.App. 2008). Further, common law generally recognizes that the question of whether a bequest lapses is subject to the testator's intention. *See* 80 Am.Jur. 2d Wills §1412; *Sorrels v. McNally*, 105 So.106, 107 (Fla. 1925).

In order to avoid the lapse of a bequest occurring upon the non-existence of the beneficiary, a testator must include specific language to prevent such lapse:

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"[s]hould a testator desire to prevent a lapse, the testator must express an intent that the gift not lapse or must provide for the substitution of another devisee to receive the gift." 80 Am.Jur.2d Wills s 1412; *Matter of Will of Hubner*, 416 S.E.2d 401, 402 (N.C.App. 1992). Typically, the language used to prevent lapse is called a "successor clause" and includes phrases such as: "to ABC Charity, or its successor," or "to ABC Charity, or its successor in interest."

Nevada law recognizes the concept of lapse[70] and has carved out a narrow exception to prevent lapse with respect to death of close relatives. Nevada's anti-lapse statute, NRS 133.200, provides that the death of a beneficiary who is the testator's descendant does not cause the gift to lapse, but instead allows the gift to go to the beneficiary's descendants. Specifically, NRS 133.200 provides:

> **Death of beneficiary.** In the absence of a provision in the will to the contrary, if any beneficiary who is a descendant of the testator dies before the testator, leaving lineal descendants, the property, share or beneficial interest that would have been distributed or allocated to that deceased beneficiary must be distributed or allocated to that beneficiary's descendants then living, by right of representation, to be distributed under the same terms that would have applied to the deceased beneficiary.

The purpose of Nevada's anti-lapse statute is "to protect the kindred of the testator and by a belief that a more fair and equitable result would be assured if a defeated legacy were disposed of by law to the lineal descendants of the legatees or devisees selected by the testator."[71] However, Nevada law provides no corollary anti-lapse statute for non-relatives, entities or charities.

Here, Section 2.3 of the Will specifically provides that such bequest only goes to MISHA. Indeed, the title of Section 2.3 is "The Milton I. Schwartz Hebrew Academy," and the first sentence reads: "I hereby give, devise and bequeath the sum

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[70] *See, e.g.*, *Gianoli v. Gabaccia*, 82 Nev. 108, 111, 412 P.2d 439, 440 (1966) (noting that the subsequent death of beneficiaries causes a bequest to lapse under common law).

[71] *Gianoli, supra*, 82 Nev. at 112, 412 P.2d at 441.

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

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

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

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

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[72] *See* Decl. of Jonathan Schwartz at ¶ 7, and Depo. Trans. Of Jonathan Schwartz at 10:8-22 and 20:20-24.

[73] *See also* 80 Am.Jur.2d Wills s 1412; *Matter of Will of Hubner*, 416 S.E.2d 401, 402 (N.C.App. 1992) .

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intended by the use of such term. Under Nevada law, extrinsic evidence is admissible to clarify a latent ambiguity. *See, e.g., M.C. Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.*, 24 Nev. 901, 914, 193 P.3d 536, 545 (2008) ("Nevada permits the admission of extrinsic oral evidence regarding the existence of a separate oral agreement as to any matter on which a written contract is silent, and which is not inconsistent with its terms." [internal quotation marks omitted]). Likewise, if the language in the will is ambiguous, extrinsic evidence also becomes admissible to divine the grantor's intent. *See, e.g., Breckner v. Prestwood*, 600 S.W.2d 52, 55 (Mo. Ct. App. 1980) ("Extrinsic evidence of circumstances in a testator's life are admissible to help resolve these latent ambiguities. The type of extrinsic evidence contemplated is evidence of objective, operative facts which give precise and explicit meaning to the language used by the testator and, thus, compel a clear inference of the testator's exact intent.").

Although the language of the will appears to be clear its face and the bequest should lapse as a matter of law, if this Court believes a latent ambiguity exists (an ambiguity raised by the Adelson Campus' wrongful conduct), then a question of fact exists as to whether Milton intended to benefit only the school bearing his name, as consistent with its promises to him, or whether he would have wanted the school to receive the bequest even if it violated its contractual obligations. To date, the only evidence that has been presented in this matter is that Milton intended the disputed bequest to only go to MISHA because he understood and believed that such entity would bear his name in perpetuity. As indicated *supra*, it was important for Milton to provide charity to education and to preserve his namesake and legacy (*i.e.* through named memorials, plaques, and other institutions bearing Milton's name), and he made it his lifelong practice and intent to make contributions that would bear his name and ensure a legacy for his name.

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

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

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[74] *See* Decl. of Robin Sue Landsburg at ¶ 4 ("Dad often referred to MISHA as "my school" when discussing it with me.").

[75] *See* Ex. L, Decl. of Susan Pacheco at ¶ 7.

[76] *See* Ex. 9, Spreadsheet of Contributions.

[77] *See* Ex. L, Decl. of Susan Pacheco at ¶ 8.

[78] *See* Ex. M, Corr. from Dr. Roberta Sabbath.

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

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

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

As such, if this Court does not determine that the Section 2.3 bequest has lapsed and determines that a latent ambiguity requires determination as to what Milton meant by the term the "Milton I. Schwartz Hebrew Academy," summary judgment is inappropriate because questions of fact exist as Milton's intent regarding such term. Until the issue of Milton's intent is resolved, none of the

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

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

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

Further, Adelson Campus' assertion that its name can be substituted fail for several reasons: First, the express language of the Will states that the bequest is to

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MISHA and MISHA only because no successor clause is included in the section. *See supra* Section 4(a)(ii). Second, as discussed previously, it was clearly Milton's intent that the bequest should go to MISHA as an entity that bore his name in perpetuity. *See supra* Section 4(a)(iii).

Moreover, none of the cases cited by the Adelson Campus are applicable because none of them deal with the construction of a will bequest to an entity bearing the decedent's name. More importantly, none of the cases address the consequences of a change of the corporate name in breach of the corporation's contractual obligations to the decedent. Indeed, when it comes to gifts and bequests made in connection with naming rights, courts have held that changing the name in violation of the recipient's representations is consequentially important and have entered substantial judgments in favor of the donors. For example, in *Tennessee Division of the United Daughters of the Confederacy v. Vanderbilt University*, 174 S.W.3d 98 (Tenn. App. 2005), a donor challenged Vanderbilt University's announcement that it would change the name of Confederate Memorial Hall in violation of its agreement with the donor. Siding with the donor, the court ordered the university to maintain the existing name or return the donation to the donor organization. Similarly, when a hospital violated its oral promise to country singer Garth Brooks that it would name a hospital wing after his mother in return for his $500,000 donation, the jury awarded Mr. Brooks $500,000 in damages on his breach of contract claim, $150,000 on his fraud claim, and $500,000 in punitive damages. *Brooks v. Integris Rural Health Inc., Okla. Dist. Ct., Rogers County*, No. CJ-2009-738 (Jan. 25, 2012).

Here, the Adelson Campus has violated its promises and obligations to Milton. It cannot do so with impunity. The Adelson Campus's motion should be denied so that the Estate's claims against the Adelson Campus can be heard, as set forth in its Petition for Declaratory Relief.

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c. **EVEN IF ADELSON CAMPUS WOULD OTHERWISE QUALIFY AS A SUBSTITUTED BENEFICIARY, THE BEQUEST IS VOID BECAUSE MILTON MADE THE BEQUEST IN RELIANCE ON REPRESENTATIONS THAT MISHA WOULD RETAIN HIS NAME "IN PERPETUITY."**

The Adelson Campus' request for summary judgment on the issue of whether Section 2.3 of the Will and the $500,000 bequest "contain or state any naming rights provision and condition for the school" shows a lack of basic understanding regarding the Estate's claims and defenses, which include, but are not limited to the following:

1. Milton only intended the bequest in Section 2.3 to go to MISHA, a name that bore Milton's name in perpetuity;

2. Milton believed and understood that MISHA would bear his name in perpetuity based upon MISHA's promises and representations;

3. Milton's belief and understanding that MISHA would retain his name in perpetuity played an integral part in forming Milton's understanding and intent in drafting and making a bequest in Section 2.3; and

4. Milton's unilateral belief and understanding that MISHA was to bear his name in perpetuity operates to void the bequest on the ground of mistake.

The Estate has provided this Court abundant evidence of the understanding and agreement by the Hebrew Academy, its officers and directors, and Milton himself, that the Hebrew Academy not only would bear his name, but would also provide specific naming rights with respect to signage, stationery, brochures, and other matters. This agreement was universally acknowledged during his lifetime, as evidenced by the minutes of the board of directors, changes to the bylaws and articles of incorporation, letters to Milton from various officers and directors, Milton's own affidavit, and the Parties' course of conduct. Even persons who were in litigation against him testified that the Hebrew Academy had agreed to bear his name in return for his contributions. An issue of fact thus remains whether the Adelson Campus induced Milton to make gifts, including a bequest in his Will, based on its representations that it would bear his name in perpetuity. A gift or

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

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

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

d. EVEN IF THE ADELSON CAMPUS COULD BE HELD TO BE A BENEFICIARY, THIS COURT SHOULD NOT RELEASE THE DISPUTED BEQUEST DUE TO THE ESTATE'S AFFIRMATIVE CLAIMS THAT HAVE BEEN STAYED PENDING THE FIRST PHASE OF THE BIFURCATED DISCOVERY PROCEEDING.

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

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rule on all of the following issues, which are central to the Estate's Claims for Relief, prior to releasing the disputed funds:

1. The Hebrew Academy promised and/or represented to Milton that the Hebrew Academy would retain his name in perpetuity;
2. The Hebrew Academy induced Milton to make donations to MISHA and leave a bequest in his will be making representations regarding the naming of MISHA;
3. The bequest to MISHA is void due to fraudulent inducement or misrepresentation by the Hebrew Academy;
4. The bequest to MISHA is voidable due to breach of agreement, promissory estoppel by the Hebrew Academy or mistake by Milton;
5. The Executor is authorized and directed to offset and bequest against lifetime donations made by Milton on account of the Hebrew Academy's breach of agreement and/or promise made by and between the Hebrew Academy and Milton; and
6. The Estate is entitled to supplemental relief in the form of a constructive trust over funds in the hands of the Hebrew Academy which were contributed by Milton during his lifetime to MISHA.

In light of the foregoing, the Hebrew Academy is liable to the Estate for rescission of these gifts, damages[79] in excess of $1,000,000,[80] <u>and the Estate has the unconditional right to pursue its claims for relief and offset the $500,000 bequest to the Hebrew Academy in the amount of the damages due therefrom</u>. *See, e.g., Matter of Estate of Morrell*, 428 S.E.2d 697, 699 (N.C. Ct. App. 1993) ("[T]he right and duty of an executor to deduct from a legacy the amount of any indebtedness of the legatee to the estate of his testator, is well settled, and is in full accord with elementary principles of justice").

For these reasons, it is readily apparent that questions of fact regarding the distribution of the disputed $500,000 bequest remain thereby precluding the entry

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[79] Restatement (Third) of Restitution And Unjust Enrichment, §11(2) ("A donor whose gift is induced by invalidating mistake has a claim in restitution as necessary to prevent the unintended enrichment of the recipient.")

[80] *See* Ex.K, Spreadsheet of Contributions.

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of summary judgment. Further, the Estate needs to conduct discovery regarding its Second, Third, Fourth, Fifth and Sixth Claims, which to date it has been precluded from doing. *See, e.g.*, Order Denying Motion for Reconsideration filed February 25, 2014 ("At this time, the Estate may not conduct discovery regarding its Second, Third, Fourth, Fifth and Sixth Claims for Relief until further Court order;"). Such discovery includes, but is not limited to, any communications between the Adelson Campus and any third-party, including Milton, regarding naming the school MISHA in perpetuity and/or changing its name to the Adelson Campus.

Consequently, this Court should deny the Motion for Partial Summary Judgment in its entirety and allow the Estate to conduct discovery regarding all matters.

5. **EXTRINSIC EVIDENCE IS ADMISSIBLE TO DETERMINE MILTON'S INTENT AND UNDERSTANDING REGARDING THE LANGUAGE USED IN DRAFTING SECTION 2.3 OF THE WILL.**

Contrary to the Adelson Campus' position, extrinsic evidence is admissible to understand Milton's intent as to Section 2.3 of the Will. First and foremost, this Court specifically directed the party to conduct discovery to determine Milton's understanding and intent as to the bequest in Section 2.3 of the Will in the first phase of the bifurcated discovery plan. *See*, Order Denying Motion for Reconsideration previously filed on February 27, 2014. As such, the Adelson Campus' attempt to skirt this Court's prior Order by ignoring extrinsic evidence is disingenuous. Further, as a matter of law, extrinsic evidence of Milton's intent is admissible for three purposes: (1) to explain what Milton has written in Section 2.3; (2) to determine whether Milton intended whether the bequest should lapse; and (3) in the event the Court finds a latent ambiguity, to determine what the testator meant by use of the ambiguous term(s).

Specifically, the Nevada Supreme Court has expressly held that extrinsic evidence of the testator's intent is admissible when determining what the testator

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

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

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

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

[82] *See* 80 Am.Jur. 2d Wills §1412; *Sorrels v. McNally*, 105 So.106, 107 (Fla. 1925); *In re Mangel's Estate*, 186 N.W.2d 276 (Wis. 1971).

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

[84] *See* Reply to Motion to Dismiss at 5:2-7:2, previously filed on October 2, 2013.

[85] *See* Order Denying Adelson Campus' Motion to Dismiss Executor's Petition for Declaratory Relief without Prejudice & Allowing Limited Discovery, attached hereto as **Exhibit NN**.

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

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

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

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

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[86] *See id.*

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

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substantial claims, and under circumstances that have radically altered the ability of the Executor to carry out Milton's known intent.[88]

Moreover, even if NRS 137.180 were applicable, which it is not, the Adelson Campus is estopped from asserting that the Estate's claims are barred by the statute of limitations because the purported delay was caused by the Adelson Campus' misrepresentations, conduct and omissions.[89] Courts traditionally apply the doctrine of equitable estoppel irrespective of whether one party intends to deceive

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[88] In support of this proposition, the Adelson Campus misquotes a string of cases from Missouri that are inapposite to their position. Indeed, in the matter entitled *In re Estate of Hutchins*, 875 S.W.2d 564 (Mo. App. S.D. 1994), the court made it clear that an executor "may sue for a construction of a will without statutory limitations. The word 'construe', as used with reference to wills, means to determine the intention of the testator as set forth in an ambiguous but *lawful* provision of the will." Similarly, in *Johnson v. Wheeler*, 360 Mo. 334, 228 S.W. 2d 714 (Mo. 1950), the court found that an "heir, claiming as distributee under will, can bring a bona fide suit to construe will without being barred by statute of limitations, but if heir has been disinherited by will, he cannot, under guise of construing will, bring a suit to have will declared void without subjecting himself to the statute of limitations." This rule of law obviously does not apply to an executor. The Missouri Court of Appeals relied upon this same rule of law in the matter entitled *In re Estate of Moore*, 889 S.W. 2d 136, 137 (Mo. App. E.D. 1989). Finally, the Adelson Campus' parenthetical for *Williams v. Bryan Cave, et al.*, 774 S.W.2d 847, 848 (Mo. App. E.D. 1989) is intentionally misleading. Indeed, the court's ruling from such case was not that "an action to void will or any part thereof is a will contest no matter how couched," but rather a will contest is a proper remedy against attorneys for negligent drafting of a will. In fact, the court never even used the words "contest," "couched" or "void."

[89] *See Allen v. A.H. Robins Co., Inc.*, 752 F.2d 1365, 1371-1372 (9th Cir. 1985) ("As a general rule, a defendant will be estopped from setting up a statute-of-limitations defense when its own prior representations or conduct have caused the plaintiff to run afoul of the statute and it is equitable to hold the defendant responsible for that result.") (citation omitted); *Sanchez v. Loffland Bros. Co.*, 626 F.2d 1228, 1231 (5th Cir. 1980) ("The equitable principle of estoppel prevents a defendant whose representations or other conduct have caused a plaintiff to delay filing suit until after the running of the statutory period from asserting that bar to the action.") (citation omitted); *Cook v. Smith*, 673 S.W.2d 232, 235 (Tex. Ct. App. 1984) ("A plaintiff may invoke equitable estoppel to prevent an opponent from pleading limitations, if the opponent, his agent, or representatives make representations which induce the plaintiff to delay filing suit within the applicable limitations period.") (citation omitted); *Scarborough v. Atlantic Coast Line R. Co.*, 190 F.2d 935, 941 (4th Cir. 1951) ("[C]ertainly no one should be allowed to take advantage of his own mistake to escape responsibility for a statement of his agent upon which another has placed reliance.").

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another.[90] As indicated *supra*, the Adelson Campus tactically waited until after the death of Milton to violate its contractual obligations and promise by filing amended articles of incorporation changing the corporate name to the "Dr. Miriam and Sheldon G. Adelson Educational Institute" in the hopes that the Executor of Milton's estate would be unwilling to raise a challenge. Thus, the Adelson Campus is estopped from asserting Estate's claims are barred by the statute of limitations because the purported delay was caused by the Adelson Campus' conduct and/or misrepresentations.[91] Consequently, NRS 137.080 does not bar the Estate's claims.

7. **THE DEPOSITION TESTIMONY OF PAUL SCHIFFMAN IS HEARSAY AND INADMISSIBLE FOR PURPOSES OF SUMMARY JUDGMENT.**

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

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

[91] *See Allen v. A.H. Robins Co., Inc.*, 752 F.2d 1365, 1371-1372 (9th Cir. 1985) ("As a general rule, a defendant will be estopped from setting up a statute-of-limitations defense when its own prior representations or conduct have caused the plaintiff to run afoul of the statute and it is equitable to hold the defendant responsible for that result.") (citation omitted); *Sanchez v. Loffland Bros. Co.*, 626 F.2d 1228, 1231 (5th Cir. 1980) ("The equitable principle of estoppel prevents a defendant whose representations or other conduct have caused a plaintiff to delay filing suit until after the running of the statutory period from asserting that bar to the action.") (citation omitted); *Cook v. Smith*, 673 S.W.2d 232, 235 (Tex. Ct. App. 1984) ("A plaintiff may invoke equitable estoppel to prevent an opponent from pleading limitations, if the opponent, his agent, or representatives make representations which induce the plaintiff to delay filing suit within the applicable limitations period.") (citation omitted); *Scarborough v. Atlantic Coast Line R. Co.*, 190 F.2d 935, 941 (4th Cir. 1951) ("[C]ertainly no one should be allowed to take advantage of his own mistake to escape responsibility for a statement of his agent upon which another has placed reliance.").

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

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

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

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

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[92] A statement that is merely based upon parties "personal belief" or "understanding" fails to satisfy the personal knowledge requirement of Rule 56 and may not be considered by the Court. *See Cermetek, Inc. v. Butler Avpak, Inc.*, 573 F.2d 1370, 1377 (9th Cir. 1978) (holding that facts alleged on "understanding" or "belief" are not sufficient to create a genuine issue of material fact); *Murphy v. Ford Motor Co.*, 170 F.R.D. 82, 84-85 (D. Mass. 1997) (holding that testimony based on "beliefs" do not satisfy the requirements under Rule 56 that testimony be based upon personal knowledge); *Fowler v. Tillman*, 97 F.Supp.2d 602, 607 (D.N.J. 2000) (holding that statements prefaced by phrases "I believe" are properly subject to a motion to strike because affidavits must be based upon personal knowledge); *In re Hospitality of Vermont, Inc.*, 27 B.R. 737 (Bankr. D. Vt. 1983) (holding that affidavits made upon "understanding" are properly subject to a motion to strike when made in support of motion for summary judgment).

[93] *See* Motion for Partial Summary Judgment at 8:1-9:3, 14:13-16 and Ex. 6, Deposition of Paul Schiffman at 28:18-29:19 & 34:24-35:1.

[94] *See* Ex. DD, Dep. Trans. of Paul Schiffman at 31:16-23.

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that outlines what discovery is necessary for the Estate to further develop or create genuine issues of material fact. Further, the Estate has not even had the opportunity to conduct discovery regarding its Second, Third, Fourth, Fifth and Sixth Claims for Relief. As such, if this Court has not already been convinced that numerous issues of fact remain outstanding as set forth above, the Estate requests an opportunity to conduct discovery to develop facts on any factual contentions in question by this Court.

9. CONCLUSION

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

DATED this 27th day of May, 2014

SOLOMON DWIGGINS & FREER

By:_____

MARK A. SOLOMON, ESQ.
Nevada State Bar No. 00418
ALAN D. FREER, ESQ.
Nevada State Bar No. 7706
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Attorneys for Respondent

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EXHIBIT A

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SECOND SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ

STATE OF NEVADA)
: SS
COUNTY OF CLARK)

MILTON I. SCHWARTZ, being first duly sworn, upon oath deposes and says:

1. This Affidavit of made of my own personal knowledg except where stated on information and belief, and as to thos matters, Affiant believes them to be true, and if called as witness, Affiant would competently testify thereto.

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

3. This Affidavit is submitted in support of Plaintiff' Second Reply to Defendants' Supplemental Points and Authorities i Opposition to Plaintiff's Motion for Declaratory Judgment ar Injunctive Relief.

4. That Affiant has been a member of the Board c Directors of the MILTON I. SCHWARTZ HEBREW ACADEMY since 1989, ar the Board of Directors have never allowed the use of proxies at ai meetings.

5. That Affiant donated $500,000 to the Hebrew Acade with the understanding that the school would be renamed the MILT I. SCHWARTZ HEBREW ACADEMY in perpetuity. That subsequent to th donation being made the By-Laws were changed to specifically refle that fact and that as a result of the change, Article I, Paragra 1 of the By-Laws read "The name of this corporation is the Milt I. Schwartz Hebrew Academy (hereinafter referred to as The Academ and shall remain so in perpetuity."

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6. That Affiant solicited contributions from Paul Sog and Robert Cohen. That as a result of Affiant's efforts, Paul Sog pledged to donate $300,000, and that as a result of Affiant' efforts Robert Cohen pledged to donate $100,000.

7. That Summerlin only donated 17 acres for the Hebre Academy after Affiant donated $500,000, and Paul Sogg pledged an donated $300,000 and Robert Cohen pledged and donated $100,000.

8. That the donation of $500,000 by Affiant was condition precedent to the donation of the land by Summerlin; tha Affiant believes that the donation of $400,000 by Mr. Sogg and mr Cohen was also a condition precedent to the donation of the land b Summerlin.

FURTHER AFFIANT SAYETH NAUGHT.

MILTON I. SCHWARTZ

SWORN and SUBSCRIBED to before me

this 31st day of March, 1993.

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SUSAN TURNER
My Appointment Expires Nov. 10, 1995

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EXHIBIT B

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SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

MILTON I. SCHWARTZ, being first duly sworn, upon oath, deposes and says:

1. This Affidavit is made of my own personal knowledge except where stated on information and belief, and as to those matters, I believe them to be true, and if called as a witness, I would confidently testify thereto.

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

3. This Affidavit is submitted in support of Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Declaratory Judgment and Injunctive Relief; Plaintiff's Opposition to Defendant's Countermotion for Sanctions; Plaintiff's Opposition to Defendant's Countermotion to Dismiss or, in the Alternative, for a More Definite Statement; and Plaintiff's Countermotion to Strike Defendant's Opposition.

4. That on or about August of 1989, Affiant donated $500,000 to the Hebrew Academy in return for which it would guarantee that its name would change in perpetuity to the MILTON I. SCHWARTZ HEBREW ACADEMY. Affiant was first elected Chairman of the Board of Directors in the August 1989 Board of Directors meeting. Affiant was reelected Chairman of the Board of the Milton I. Schwartz Hebrew Academy in June of 1991.

5. That Affiant has been instrumental in bringing large sums of money into the MILTON I SCHWARTZ HEBREW ACADEMY from personal

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donations and donations of friends and business acquaintances of Affiant. That as a result of the actions of Tamar Lubin, and the Defendants, many of the people that donated money will no longer donate money to the MILTON I. SCHWARTZ HEBREW ACADEMY. As a result, the MILTON I. SCHWARTZ HEBREW ACADEMY will suffer severe financial problems.

6. That as a result of the actions of the Defendant, the MILTON I. SCHWARTZ HEBREW ACADEMY has suffered and will continue to suffer irreparable harm. That as a result of the actions of the Defendant and in particular of Tamar Lubin, there has been a high turnover of school teachers at the Hebrew Academy. This caused the loss of highly qualified teachers that had the respect of the parents and children and has caused and will continue to cause irreparable damage to the MILTON I. SCHWARTZ HEBREW ACADEMY. In addition, Tamar Lubin has repeatedly lied to the Board of Directors. She informed the Board of Directors in May of 1992 that all teachers would be returning in September to the Academy and she had informed the Board of Directors that the teachers would receive their contracts. However, neither of these statements were true at the time she made them. At least two teachers were terminated immediately subsequent to her reassuring the Board of Directors that all teachers would return in September of 1992.

7. It was the intention of some of the Directors, including Affiant, to not renew Tamar Lubin's contract that is up for renewal on June 3, 1993. This decision was the result of numerous complaints that were received by the Directors concerning the actions of Tamar Lubin. One graphic example is that one student became nervous and upset and vomited. Tamar Lubin required that student to sit in his vomit and not move. This type of abuse should not occur today. A letter concerning that incident was given to Affiant and is attached as Exhibit "10" to

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this Motion. In addition, other letters and complaints concerning Ms. Tamar Lubin are attached to this Motion as Exhibit "11" and were the basis of the Board's concerns with renewing the contract.

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

9. That Defendant's rely on the fact that there had been approximately ten more students enrolled in the Academy to demonstrate that they have not harmed the Academy. However, three (3) of the private schools in the Las Vegas area that compete with the Academy, Temple Beth Sholom, Las Vegas Day School and the Meadows are operating at near capacity and have a waiting list to get in and the Hebrew Academy is only operating at approximately 40% of its capacity. That as a result of the actions of Tamar Lubin, many parents have removed their children from the MILTON I. SCHWARTZ HEBREW ACADEMY to enroll them in either the Meadows, Temple Beth Sholom, the Las Vegas Day School, or to place them in public school. As a result, the MILTON I. SCHWARTZ HEBREW ACADEMY is suffering irreparable harm as long as Tamar Lubin remains employed. Attached to this Motion as Exhibit "_" are true and correct copies of petitions from parents that have either removed their children or are considering removing their children from the MILTON I. SCHWARTZ HEBREW ACADEMY as a result of the actions of Tamar Lubin. Two of the former directors of the Hebrew Academy, Sam Ventura and Dr. Neville Pokroy, have informed Affiant that at least fifty (50) students that were removed from the school are waiting to return to the MILTON I. SCHWARTZ HEBREW ACADEMY as soon as Tamar Lubin leaves.

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10. That the minutes of the May 21st meeting, that are attached as Exhibit "B" to the Defendant's Opposition To Plaintiff's Motion For Declaratory Judgment And Injunctive Relief And Countermotion For Sanctions; Countermotion To Dismiss Or, In The Alternative, For A More Definite Statement are not a true and correct copy of the minutes of the meeting that occurred on May 21, 1992.

11. That at the May 21, 1992 meeting of the Board of Directors, it was determined that a conflict existed between the Bylaws which mandated the time required for the nominating committee to give its report and the time that elections could occur after that report was given. That as a result, it was resolved at the May 21st meeting that the only way elections could occur in the June meetings was that new Bylaws would be approved at the beginning of the June meeting and a provision in the new Bylaws would delete the time period which must occur between the report of the nominating committee and the election. Once the new Bylaws were approved, the elections could be held during the June meetings. Otherwise, elections could not be held until the July meeting.

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

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

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

14. That Affiant was specifically requested by Lenard Schwartzer, a member of the Defendant, the Second Board of Directors, to not file this suit until after the fundraisers and Jewish holidays occurred. In addition, Affiant attempted to arrange a meeting with members of the Defendant, the Second Board of Directors, to resolve this dispute. However, the meeting never took place because Tamar Lubin was acting in bad faith and refused to allow the meeting to occur.

15. That on May 21, 1992, the Board of Directors of the MILTON I. SCHWARTZ HEBREW ACADEMY consisted of Milton I. Schwartz, Michael Novick, Dan Goldfarb, Cynthia Michaels, Frederick Berkley, Dr. Edward Goldman, Scott Higginson, Dr. Tamar Lubin, Lenard Schwartzer, Robert Rikita, Ira Sternberg, Geri Rentchler, Don Schlesinger, and Dr. Richard Ellis. In addition, that Roberta Sabbath and Dr. Neville Pokroy were Honorary Members of the Board of Directors. Honorary Members can advise the Board of Directors but they cannot vote.

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

17. That as of November 5, 1992, the Plaintiff's Board of Directors consisted of: Milton I. Schwartz, Mike Novick, Abigail Richlin, Frederick Berkley, Dr. Edward Goldman, Phyllis Darling, Sam Ventura, Dr. Alvin Blumberg, Roger Soime, Wendy Roselinsky, Ira

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

18. That Affiant was informed by Dr. Edward Goldman, the Assistant Superintendent, Administrative Operations and Staff Relations of the Clark County School District, and a member of the Board of Directors, that there is an inadequate degree of critical skills teaching in the upper classes. In addition, Affiant was told that if this is not corrected the education of the students who attend the MILTON I. SCHWARTZ HEBREW ACADEMY will suffer irreparable harm.

FURTHER AFFIANT SAYETH NAUGHT.

MILTON I. SCHWARTZ

SUBSCRIBED AND SWORN to before me this 22 day of February, 1993

NOTARY PUBLIC

DIANNE SANDERS
My appt. exp. Mar. 21, 1993

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EXHIBIT C

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cc Fred Berkle

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

/10AM

Present:

Elliott Klain
Gerri Rentchler — 388-61FT
Neville Pokroy
Fred Berkley
George Rudiak
Tamar-Lubin
Milton Schwartz
Roberta Sabbath
Susan McGarraugh

Milton Schwartz called the meeting to order at 1:30p.m.

The minutes were approved as read.

Because of the change in format in 1988, the Jewish Federation will not give the Hebrew Academy the $41,000 allocation for scholarships provided. The Hebrew Academy provided $28,000 worth of scholarships in 1988 and has a policy not to give the recipient's names to anyone. The Jewish Federation is now requesting this information due to their "new" format.

Milton Schwartz would like to meet with Lenny Schwartzer, Tamar-Lubin Saposhnik, and Norm Kaufman tomorrow (8-15-89) to discuss the "new" format of the Jewish Federation because the "rules" for 1988 were changed after the school year. (That is: they now request the recipients names for the scholarships).

George Rudiak moved that the Board accepts, with thanks, the donations from Milton Schwartz, George and Gertrude Rudiak, and Paul Sogg. A letter should be written to Milton Schwartz stating the Academy will be named after him. A letter should be written to Paul Sogg stating that a room or building will be named after him and Mr. Sogg has 60 days in which to choose. A letter should be written to George and Gertrude Rudiak stating that they have until December 31, 1989 as to which room they would like to named after their daughter, Gerri Rentchler.

The Board decided to add six additional class-rooms to the existing plans for an additional $360,000.

A motion was made by Roberta Sabbath to honor Milton Schwartz at the next Gala (10-28-89). And also to have Milton Schwartz present a special award to Paul Sogg at the Gala. Tamar-Lubin Saposhnik seconded. All approved.

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

Susan McGarraugh
Susan McGarraugh
Acting Secretary

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EXHIBIT D

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

AUG 2 2 1990

FRANCHISE TAX PAID SECRETARY OF STATE
No. 1027

FILED

AUG 29 2 49 PM '90

CLERK

CERTIFICATE OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
THE HEBREW ACADEMY
A Nevada Non-Profit Corporation

The undersigned, being the President and Secretary of the Board of Trustees of THE HEBREW ACADEMY, hereby certify as follows:

1. The original Articles of Incorporation were filed in the Office of the Secretary of State for the State of Nevada on the 27th day of February, 1980.

2. That on the 14th day of August, 1989, at a special meeting of the Board of Trustees of said corporation, duly called and convened, at which a quorum for the transaction of business was present, notice of said meeting having been previously waived by the Trustees of said corporation in writing, the following resolution was adopted by the Board of Trustees of said corporation:

> RESOLVED: That it is advisable and in the best interests of this Corporation that its Articles of Incorporation be amended by changing the language of Article I of said Articles to read as follows:
>
> ARTICLE I
>
> This corporation shall be known as:
>
> THE MILTON I. SCHWARTZ HEBREW ACADEMY

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

///

///

///

Nevada non-profit corporation, have executed and acknowledged these presents this 14th day of August, 1990.

MILTON I. SCHWARTZ, President

LENARD E. SCHWARTZER, Secretary

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this 13th day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, MILTON I. SCHWARTZ, known to me to be the President, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.

KATHRYN D. HARDESTY
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires July 30, 1992

NOTARY PUBLIC

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this 14 day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, LENARD E. SCHWARTZER, known to me to be the Secretary, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

LINDA DAUGHERTY
Notary Public - Nevada
Clark County
My appt. exp. Apr. 2, 1994

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EXHIBIT E

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1990

BYLAWS OF

THE MILTON I. SCHWARTZ HEBREW ACADEMY

ARTICLE I

NAME AND OFFICE

1. Name: The name of this corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall remain so in perpetuity.

2. Office: The principal office of the corporation shall be at 9700 W. Hillpointe Road, Las Vegas, Nevada.

ARTICLE II

TRUSTEES

1. The governing board of the corporation shall be known as the Board of Trustees and the membership of the Board of Trustees shall constitute the corporation.

2. The Board of Trustees shall be composed of fourteen members elected by the Board of Trustees and the school head.

3. In the event the parents of the students of The Academy form a parent-teacher organization with dues paying members representing at least fifty percent of the student body, which holds regular meetings, such organization shall be entitled to one representative to the Board of Trustees at the discretion of the Board of Trustees and, dependent upon the activity level and services rendered to The Academy by the parent-teacher organization.

4. In the event of a vacancy during the term of a trustee, the Board of Trustees shall appoint, after due consultation with the nominating committee, a person to fill the unexpired term.

5. Election of members of the Board of Trustees shall be conducted during the regular June meeting of the corporation or as soon thereafter as possible.

6. The election of the Chairman of the Board of Trustees, president, vice president, secretary and treasurer's offices in both the corporation and the Board of Trustees shall be held at the first meeting of the original Board of Trustees for a one-year term. Subsequent elections shall be held in conjunction with the annual June trustee elections.

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

8. A functional quorum of trustees shall consist of forty percent of the total number of trustees then serving, except during such periods of time when the total number of trustees actually serving is twelve or less, in which event a quorum shall consist of a majority of such trustees.

9. In the event a trustee fails to attend three consecutive meetings of the Board of Trustees, the Chairman shall direct a letter to be sent to the last known address of such trustee, requesting a written confirmation as to whether or not he/she desires to continue to serve. In the event that the confirmation letter is not received by the chairman prior to a fourth consecutive meeting, which such trustee has failed to attend, the office of the trustee shall be deemed thereafter vacant. In the

absence of the chairman, the secretary or treasurer may direct such a letter.

10. The Board of Trustees may, from time to time, elect a person to serve as an honorary trustee. An honorary trustee shall be entitled to attend and participate in all meetings of the Board of Trustees but shall have not vote. An honorary trustee shall serve until removed by the Board of Trustees.

ARTICLE III

1. The Chairman shall preside over all meetings of the Board of Trustees. In case of his/her absence, a chairman selected by Board members present shall preside.

ARTICLE IV

COMMITTEES

1. Chairmen: All chairmen of committees shall be chosen by the president annually for one year terms during which each chairman of each committee shall preside over committee affairs, be responsible for active disposal of committee business and be required to give adequate notice to committee members of all committee meetings.

2. Executive Committee: The Executive Committee shall manage the interim business and affairs of the corporation, excepting the Board's power to adopt, amend or repeal bylaws. The Board of Trustees shall have the power to prescribe the manner in which proceedings of the executive committee and other committees shall be conducted. The executive committee shall be composed of the president, the vice president, the treasurer and the secretary.

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

3. Nominating Committee: Members of this committee shall be appointed by the corporate president and the committee shall consist of three trustees. The committee shall submit a full report to the Board of Trustees no later than thirty days in advance of the June election. Any trustee in good standing may freely submit additional nominations, provided that such nominations are submitted in writing to the nominating committee and to the remaining members of the Board of Trustees no later than thirty days prior to the annual election. There shall be no nomination from the floor at the time of the elections.

4. Student Aid Committee: The student aid committee shall be appointed by the president and shall consist of a minimum of three members of the Board of Trustees. This committee shall review and consider all applications received by the Academy from any child enrolling in the Academy seeking a reduction in tuition fees.

5. Corporate Officers: The elected officers of the corporation shall be the same as the officers of the Board of Trustees.

6. Vacancies: The Board of Trustees of the Academy shall alone determine when a vacancy exists in any corporate or Board position appearing on the annual election slate, and shall report all such vacancies, from time to time, to the chairman of the nominating committee, who shall immediately convene his/her

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

7. Removal of Trustee: Any trustee may be removed from office through an affirmative vote by two-thirds of the total members of the Board, pursuant to a motion registered in person at any regular or special meeting called for that purpose; an adequate basis for removal shall consist of any conduct detrimental to the interest of the corporation. Any trustee, properly proposed to be removed because of conduct detrimental to the corporation, shall be entitled to at least five days notice in writing by mail of the meeting during which such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting.

8. Compensation and Expenses: Trustees shall not receive any salary or compensation for their services as Trustee, nor any compensation for expenses incurred in connection with such services.

9. Standing Committees: The following committees shall be designated permanent committees:

a. Fund-raising

b. Nominating

c. Student

d. Building Fund

10. Other Committees: The president may establish and appoint members in good standing to additional committees, from

time to time, as he/she or the Board of Trustees may deem appropriate.

ARTICLE V

DESCRIPTION AND DUTIES OF OFFICERS OF THE BOARD

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

2. President: The president shall preside at all meetings of the Board of Trustees. He/she is authorized to exercise general charge and supervision of the affairs of the corporation and shall be deemed invested with adequate authority to perform such other duties as may be assigned to him/her by the Board of Trustees. He/she shall serve two consecutive terms.

3. Vice President: At the request of the president or in the event of his absence or disability, the vice president shall perform the duties and possess and exercise the correlative powers of the president. To the extent authorized by law, the vice president may be invested with such other powers as the Board of Trustees may determine, and perform such other duties as may be assigned to him/her by the Board of Trustees.

4. Secretary: The secretary shall attend and keep the minutes of all meetings of the Board of Trustees. He/she shall keep an alphabetically arranged record containing names of all members of the corporation, showing their places of residence; such record shall be open for public and member inspection as prescribed by law. He/she shall perform all duties generally incidental to

the office of secretary, although such duties are subject to the control of the Board of Trustees, additional duties being properly assignable by the Board to the secretary.

5. Treasurer: The treasurer shall maintain all financial records of the corporation and shall supervise and be responsible for those persons whose duty it will be to receive and disburse all corporate funds and maintain complete records of accounts. The treasurer is additionally charged with the preparation and submission of an annual financial statement and a budget to the Board of Trustees.

ARTICLE VI

MEETINGS OF THE BOARD OF TRUSTEES

The Board of Trustees shall meet monthly in accordance with a regular basis to be determined by Board resolution. Additional meetings may be held at the call of the president upon one week's notice. Such notice shall be given in writing if possible, or otherwise by telephone. Meetings may be held at the call of the Chairman without regard to the aforementioned notice requirements, although subject to good faith duty to attempt notification of all trustees.

ARTICLE VII

ELECTIONS

Except in the case of voting by acclamation, all voting shall be by secret ballot and no ballot shall be deemed valid unless it

contains a vote for a number of candidates equal to the number of vacancies to be filled. A majority of valid ballots cast shall be required to elect a trustee to office.

ARTICLE VIII

AMENDMENTS

1. The Board of Trustees shall have the power to make, alter, amend and repeal the bylaws of the corporation by affirmative vote of a majority of the full board at a meeting duly noticed therefor.

ARTICLE IX

RULES

1. The Board of Trustees may adopt such Rules of Order and Procedure for the conduct of the business of its meetings as they deem appropriate, provided that such Rules are not inconsistent with these bylaws.

2. In the absence of specific Rules adopted by the Board of Trustees and in all cases not covered by these bylaws, all deliberations and procedures shall be governed by Robert's Rules of Order, Revised.

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, being a majority of all the persons appointed in the Amended Articles of Incorporation to act as the first Board of Trustees of The Hebrew Academy hereby assent to the foregoing bylaws and adopt the same as the bylaws of said corporation.

IN WITNESS WHEREOF, we have hereunto set our hands this 18 day of December, 1990.

Tamara Lubin-Dapasilva

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EXHIBIT F

000846

given to B/w 3-24-05

BYLAWS

OF

THE MILTON I. SCHWARTZ

HEBREW ACADEMY

ARTICLE I

PURPOSE AND POWERS

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

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

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

ARTICLE II

OFFICES

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

ARTICLE III

BOARD OF TRUSTEES

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

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

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

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

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

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

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

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

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

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

Section 3.10. Manner Of Acting.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

STANDING AND SPECIAL COMMITTEES

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

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

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

Provide Yearly executed Slate

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

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

ARTICLE V

OFFICERS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS; INSURANCE

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

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

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

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

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

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

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

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

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

Section 6.06. The indemnification provided by this section:

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

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

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

ARTICLE VII

CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

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

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

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

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

ARTICLE VIII

MISCELLANEOUS

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

Section 8.02. Intentionally Deleted.

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENTS TO BYLAWS

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

By: Carol Gi Zu
President

Adopted this 13th day of April, 19 99

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

Gh 13 April, 19 99

By: Geri Rentschler
Secretary

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EXHIBIT G

000857

DECLARATION OF FREDERIC I. BERKLEY, ESQ.

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

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

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

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

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

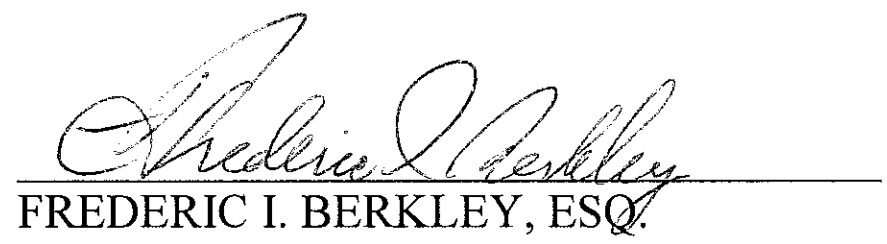
5. On or around August 30, 1990, I sent Milton correspondence advising him that the name of had been changed to the Milton I. Schwartz Hebrew Academy. See Correspondence from Frederic I. Berkley, Esq. to Milton I. Schwartz dated August 30, 1990, attached hereto as **Exhibit 1**. Further, on or around August 10, 1995, Milton sent me correspondence reminding

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

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

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

Dated this 20 day of May, 2014.



FREDERIC I. BERKLEY, ESQ.

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EXHIBIT 1

000860

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

LEONARD I. GANG
FREDERIC I. BERKLEY*
*ALSO ADMITTED IN CALIFORNIA

Exhibit B

August 30, 1990

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

Re: Milton I. Schwartz Hebrew Academy

Dear Milton:

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

Very truly yours,

FREDERIC I. BERKLEY

FIB/kh
Encl. as stated

cc: Lenard E. Schwartzer
Dr. Tamar Lubin

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

AUG 22 1990

FRANKIE SUE DEL PAPA SECRETARY OF STATE
No. 1623

FILED

AUG 29 2 49 PM '90

CLERK

CERTIFICATE OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
THE HEBREW ACADEMY
A Nevada Non-Profit Corporation

The undersigned, being the President and Secretary of the Board of Trustees of THE HEBREW ACADEMY, hereby certify as follows:

1. The original Articles of Incorporation were filed in the Office of the Secretary of State for the State of Nevada on the 27th day of February, 1980.

2. That on the 14th day of August, 1989, at a special meeting of the Board of Trustees of said corporation, duly called and convened, at which a quorum for the transaction of business was present, notice of said meeting having been previously waived by the Trustees of said corporation in writing, the following resolution was adopted by the Board of Trustees of said corporation:

> RESOLVED: That it is advisable and in the best interests of this Corporation that its Articles of Incorporation be amended by changing the language of Article I of said Articles to read as follows:
>
> ARTICLE I
>
> This corporation shall be known as:
>
> THE MILTON I. SCHWARTZ HEBREW ACADEMY

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

///

///

///

Nevada non-profit corporation, have executed and acknowledged these presents this 14th day of August, 1990.

MILTON I. SCHWARTZ, President

LENARD E. SCHWARTZER, Secretary

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this 13th day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, MILTON I. SCHWARTZ, known to me to be the President, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.

KATHRYN D. HARDESTY
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires July 30, 1992

NOTARY PUBLIC

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this 14 day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, LENARD E. SCHWARTZER, known to me to be the Secretary, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

LINDA DAUGHERTY
Notary Public - Nevada
Clark County
My appt. exp. Apr. 2, 1994

TOTAL P.05

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EXHIBIT 2

000865

Milton I. Schwartz

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

Exhibit T

August 10, 1995

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

Re: Milton I. Schwartz Hebrew Academy

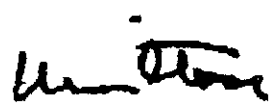
Dear Fred:

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

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

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

Cordially,



Milton I. Schwartz

Enclosures

TOTAL P.04

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

Edward Everett Hale
Steve Lane
J. Stephen Peek
Karen D. Dennison
R. Craig Howard
Richard Bennett
Stephen V. Novacek
Gregg W. Zive
Richard L. Elmore

Marilyn L. Skender
Lenard E. Schwartzer
Alex J. Flangas
Donald L. Christensen
William C. Davis, Jr.
Michele Eber
Robert D. Martin
Tracy L. Mathia

of Counsel
Gary H. Gelfand

Attorneys and Counsellors at Law

2300 West Sahara Avenue
Suite 800
Box 8
Las Vegas, Nevada 89102

Telephone (702) 362-5118

FAX (702) 365-6940

Reno Office

Valley Bank Plaza
50 West Liberty Street
Suite 650
Reno, Nevada 89501

Post Office Box 3237
Reno, Nevada 89505

Telephone (702) 786-7000

FAX (702) 786-6179

REPLY TO LAS VEGAS

October 11, 1990

VIA FAX

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

Re: Subordination Agreement
dated October 8, 1990

Dear Jack:

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

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

Very truly yours,

Lenard E. Schwartzer

LES:csz

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

les\99999999\ltrheb.les

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

Present:

Elliott Klain
Gerri Rentchler — 388-6IFT /10AM
Neville Pokroy
Fred Berkley
George Rudiak
Tamar-Lubin
Milton Schwartz
Roberta Sabbath
Susan McGarraugh

Milton Schwartz called the meeting to order at 1:30p.m.

The minutes were approved as read.

Because of the change in format in 1988, the Jewish Federation will not give the Hebrew Academy the $41,000 allocation for scholarships provided. The Hebrew Academy provided $28,000 worth of scholarships in 1988 and has a policy not to give the recipient's names to anyone. The Jewish Federation is now requesting this information due to their "new" format.

Milton Schwartz would like to meet with Lenny Schwartzer, Tamar-Lubin Saposhnik, and Norm Kaufman tomorrow (8-15-89) to discuss the "new" format of the Jewish Federation because the "rules" for 1988 were changed after the school year. (That is: they now request the recipients names for the scholarships).

George Rudiak moved that the Board accepts, with thanks, the donations from Milton Schwartz, George and Gertrude Rudiak, and Paul Sogg. A letter should be written to Milton Schwartz stating the Academy will be named after him. A letter should be written to Paul Sogg stating that a room or building will be named after him and Mr. Sogg has 60 days in which to choose. A letter should be written to George and Gertrude Rudiak stating that they have until December 31, 1989 as to which room they would like to named after their daughter, Gerri Rentchler.

The Board decided to add six additional class-rooms to the existing plans for an additional $360,000.

A motion was made by Roberta Sabbath to honor Milton Schwartz at the next Gala (10-28-89). And also to have Milton Schwartz present a special award to Paul Sogg at the Gala. Tamar-Lubin Saposhnik seconded. All approved.

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

Susan McGarraugh
Susan McGarraugh
Acting Secretary

A. Jonathan Schwartz, Esq.
MILTSON CONSULTING, INC.
2293 Duneville Street
Las Vegas, NV 89146
(702)383-6767 - Phone
(702)387-8770 - Fax

TO:

FROM:

DATE:

RE:

FAX NUMBER:

PAGES (INCLUDING COVER):[1] 4

Fred should have "staff" on this issue

I found two more copies of the unsigned letter.

note date of minutes

[1]This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and or exempt from disclosure under applicable law. If the reader of this is not the intended recipient, or the employee or agent for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is strictly prohibited.

August 14, 1989

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

RE: Gift of Milton I. Schwartz to The Hebrew Academy

Dear Mr. Schwartz:

The Hebrew Academy acknowledges with thanks your generous gift of $500,000 to be used in the Academy's building program for the construction of the new campus at Summerlin.

In appreciation and recognition of this gift, the Board of Trustees of The Hebrew Academy has decided to name the new campus the "Milton I. Schwartz Hebrew Academy," in perpetuity for so long as The Hebrew Academy exists and for so long as may be permitted by law, your name to be appropriately commemorated and memorialized at the academy campus.

Sincerely yours,

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EXHIBIT H

000871

RPTT $ _____

QUITCLAIM DEED

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

in consideration of $ 10.00, the receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to

D7 The Milton I. Schwartz Hebrew Academy, a Nevada non-profit corporation

all that real property situate in the _____ County of Clark

State of Nevada, bounded and described as follows:

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

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

Witness _____ hand _____ this 9th day of April, 19 91

The Hebrew Academy

By [signature]

Milton I. Schwartz, President

STATE OF Nevada
County of Clark } ss.

On this 9th day of April, 19 91,

personally appeared before me, a Notary Public in and for said County and State,

Milton I. Schwartz,
President

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

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

SUSAN McGARRAUGH
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Nov. 10, 1991

ESCROW NO. _____

WHEN RECORDED MAIL TO: _____

E-11

EST-00155

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EXHIBIT I

000873

Edward Everett Hale
Steve Lane
L. Stephen Peek
Aaron D. Dennison
R. Craig Howard
Richard Bennett
Stephen V. Novacek
Richard L. Elmore
Marilyn L. Skender
Lenard E. Schwartzer
Alex J. Flangas
Donald L. Christensen
William C. Davis
Robert D. Martin
Rene Ellen Feinstein
Tracy L. Mathis
L. Scott Bogatz
James L. Kelly
Jeremy J. Nork
Joel M. Korolkin
Nik Skrinjaric
Daryl M. Sullivan
Dawn M. Cica*
David A. Riggi†
Of Counsel: Gary B. Gelfand
* J.D., admitted in California and New York only
† J.D., admitted in West Virginia only

Hale, Peek, Dennison and Howard

A Professional Corporation
Attorneys and Counsellors at Law

REPLY TO LAS VEGAS
2300 West Sahara Avenue
Suite 800, Box 8
Las Vegas, Nevada 89102
Telephone (702) 362-5118
Fax (702) 365-6940

Reno Office
50 West Liberty Street, Suite 650
Reno, Nevada 89501
Post Office Box 3237
Reno, Nevada 89505
Telephone (702) 786-7900
Fax (702) 786-6179

Exhibit N

July 17, 1992

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

Dear Milton:

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

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

Very truly yours,

Lenard E. Schwartzer

LES:dah

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EXHIBIT J

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SUPPLEMENTAL AFFIDAVIT OF MICHAEL NOVICK

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

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

1. This Affidavit is made of my own personal knowledge except where stated on information and belief, and as to those matters, I believe them to be true, and if called as a witness, I would competently testify thereto.

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

3. This Affidavit is submitted in support of Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Declaratory Judgment and Injunctive Relief; Plaintiff's Opposition to Defendant's Countermotion for Sanctions; Plaintiff's Opposition to Defendant's Countermotion to Dismiss or, in the alternative, for a more definite statement; and Plaintiff's Countermotion to Strike Defendant's Opposition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

MICHAEL NOVICK

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

NOTARY PUBLIC

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

088000

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EXHIBIT K

000880

Exhibit U

Milton I Schwartz Hebrew Academy
MIS Contributions/donations

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

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

1991	$ -
1992	$ 8,052.09
1993	$ -
1994	$ -
1995	$ -
1996	$ -
1997	$ -
1998	$ -
1999	$ -
2000	$ 7,000.00
2001	$ -
2002	$ 30,000.00
2003	$ -
2004	$ -
2005	$ 195.00
Total	$ 45,247.09

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EXHIBIT L

000883

DECLARATION OF SUSAN PACHECO

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

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

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

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

4. In or around 1989, Mr. Schwartz became very involved with the Hebrew Academy because he wanted Jewish children to have a great Jewish education, and he did not feel that there were any quality Jewish schools at that time. Because of Mr. Schwartz's involvement with MISHA, I was appointed to and served on the Board of Trustees of MISHA in or about 1988 until 1990, wherein I served as Acting Secretary. In light of my service as Mr. Schwartz's personal secretary for such a long period of time, and member of the Board of

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

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

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

7. It was always important for Mr. Schwartz to have MISHA named after him. Mr. Schwartz often referred to MISHA as "his school" and that it would be named after him "forever" or "in perpetuity." In fact, when Mr. Schwartz said "in perpetuity" he would often slow down and clearly annunciate that phrase for added emphasis. During one conversation I had with Mr. Schwartz he told me: "when I die my name will remain on MISHA, and my

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

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

9. Mr. Schwartz was also instrumental in causing others to make donations to MISHA. He was also aware of and welcomed MISHA's attempt to attract donors by providing naming rights to certain classrooms because its served a dual purpose by preserving his legacy and allowing others to become associated with portions (i.e. certain class rooms, library, etc.) of MISHA.

10. Mr. Schwartz encouraged Sheldon Adelson to build a high school next to MISHA because it would bring all sorts of amenities to MISHA. Mr. Schwartz knew and understood

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

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

Dated this 20th day of May, 2014.

Susan Pacheco

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EXHIBIT 1

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

Present:

Elliott Klain
Gerri Rentchler — 388-6IFT /10AM
Neville Pokroy
Fred Berkley
George Rudiak
Tamar-Lubin
Milton Schwartz
Roberta Sabbath
Susan McGarraugh

Milton Schwartz called the meeting to order at 1:30p.m.

The minutes were approved as read.

Because of the change in format in 1988, the Jewish Federation will not give the Hebrew Academy the $41,000 allocation for scholarships provided. The Hebrew Academy provided $28,000 worth of scholarships in 1988 and has a policy not to give the recipient's names to anyone. The Jewish Federation is now requesting this information due to their "new" format.

Milton Schwartz would like to meet with Lenny Schwartzer, Tamar-Lubin Saposhnik, and Norm Kaufman tomorrow (8-15-89) to discuss the "new" format of the Jewish Federation because the "rules" for 1988 were changed after the school year. (That is:, they now request the recipients names for the scholarships).

George Rudiak moved that the Board accepts, with thanks, the donations from Milton Schwartz, George and Gertrude Rudiak, and Paul Sogg. A letter should be written to Milton Schwartz stating the Academy will be named after him. A letter should be written to Paul Sogg stating that a room or building will be named after him and Mr. Sogg has 60 days in which to choose. A letter should be written to George and Gertrude Rudiak stating that they have until December 31, 1989 as to which room they would like to named after their daughter, Gerri Rentchler.

The Board decided to add six additional class-rooms to the existing plans for an additional $360,000.

A motion was made by Roberta Sabbath to honor Milton Schwartz at the next Gala (10-28-89). And also to have Milton Schwartz present a special award to Paul Sogg at the Gala. Tamar-Lubin Saposhnik seconded. All approved.

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

Susan McGarraugh
Susan McGarraugh
Acting Secretary

EXHIBIT
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EXHIBIT 2

Milton I. Schwartz

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

February 22, 1994

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

Re: Milton I. Schwartz Hebrew Academy

Dear Ronni:

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

Sincerely,

Milton I. Schwartz

Enclosure

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

PRESENT

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

ABSENT

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

STAFF

Ronni Epstein
Tony Figueredo
Bev Eisen
Sharon Heiman
Suzan Loeb

GUESTS

Barry Eisen
Harold Hyman
Dr. Tamar Lubin

I. WELCOME AND ACCEPTANCE OF MINUTES

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

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

II. ANNOUNCEMENTS

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

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

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

III. CAMPAIGN REPORT

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

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

Allan called on Marv Perer for the Campaign Report.

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

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

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

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

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

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

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

IV. WOMEN'S DIVISION REPORT

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

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

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

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

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

Allan thanked Sandy and Amy for their Reports.

V. FINANCIAL REPORT

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

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

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

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

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

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

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

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

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

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

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

VI. STRATEGIC PLANNING PROGRAM

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

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

VII. ALLOCATIONS COMMITTEE REPORT

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

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

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

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

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

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

VIII. ENDOWMENT REPORT

Allan called on Daryl Alterwitz to give an Endowment Report.

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

$22,000	**Operation Exodus**
$ 100	**Goldberg Lecture Series**
$ 1,650	**Adat Ari El**
$ 5,000	**Federation Building Campaign**

Dan Goldfarb seconded and the motion carried.

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

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

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

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

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

IX. MISSION TO ISRAEL

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

X. GOOD AND WELFARE

Allan asked members for any announcements.

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

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

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

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

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

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

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

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

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

IX. ADJOURNMENT

Meeting adjourned.

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EXHIBIT 3

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

Dr. Roberta Sabbath
School Head

May 23, 1996

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

Dear Milton:

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

(1) Restore the Hebrew Academy's name to the "Milton I. Schwartz Hebrew Academy."

(2) Amend the Hebrew Academy's Articles of Incorporation to restore its former name of the "Milton I. Schwartz Hebrew Academy."

(3) Restore the marker in front of the Hebrew Academy identifying it as the "Milton I. Schwartz Hebrew Academy."

(4) Change the Hebrew Academy's formal stationary to include its full name, the "Milton I. Schwartz Hebrew Academy", in a form consistent with this letterhead and include our full name on future brochures.

(5) Where practicable, display the full name of the Hebrew Academy. In print advertising of sufficient size, the full name of the school will be displayed in a design consistent with the letterhead. Where impractical by reason of size, utilization of voice media, informal correspondence, informal memoranda, etc., and in answering the telephone, the school will utilize the shorthand version of its name as Hebrew Academy or simply, its logo. You can rest assured it is the intention of the School Head and the school's Officers and Directors that the utilization of the school's full name will be consistent with an intent to recognize and honor your contribution and assistance.

EXHIBIT
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D. Peterson Hearing

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

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

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

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

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

Very truly yours,

Dr. Roberta Sabbath
School Head

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The Milton I. Schwartz
HEBREW ACADEMY
9700 West Hillpointe Road
Las Vegas, Nevada 89134
Tel: (702) 255-4500 Fax: (702) 255-7232

Dr. Roberta Sabbath
School Head

Accreditation: Northwest Association of Schools and Colleges License: State of Nevada Department of Education
NAIS Member: National Association of Independent Schools

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EXHIBIT 4

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Exhibit U

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

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

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EXHIBIT M

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

Dr. Roberta Sabbath
School Head

May 23, 1996

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

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

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

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

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

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

Very truly yours,

Dr. Roberta Sabbath
School Head

The Milton I. Schwartz
HEBREW ACADEMY
9700 West Hillpointe Road
Las Vegas, Nevada 89134
Tel: (702) 255-4500 Fax: (702) 255-7232

Dr. Roberta Sabbath
School Head

Accreditation: Northwest Association of Schools and Colleges
License: State of Nevada Department of Education
NAIS Member: National Association of Independent Schools

000911

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EXHIBIT N

000911

DVD Transcription of Paul Schiffman Interview

000912

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000912

DVD TRANSCRIPTION OF

PAUL SCHIFFMAN INTERVIEW

9700 West Hillpointe Road

Las Vegas, Nevada

Transcribed by: Carla N. Bywaters, CCR #866

Job No. 9795

1 P R O C E E D I N G S
2 Paul Schiffman, S-c-h-i-f-f-m-a-n, Head of
3 School for the Milton I. Schwartz Hebrew Academy and
4 the Dr. Miriam and Sheldon G. Adelson School.
5 Q. Okay. Paul, describe the Milton I. Schwartz
6 Hebrew Academy, your understanding of it, in terms of
7 historically and what it has been up until this time,
8 not worrying about where it's going, but just what has
9 this place been.
10 A. Well, I think that the school itself is an
11 established school. It's one that we had some
12 visionaries in this town. Milton I. Schwartz himself,
13 who saw the need for a Jewish education, saw the need
14 to bring children together who want to study a strong
15 secular program as well as to have their Jewish roots
16 grow and prosper and flourish.
17 So what we're doing now, as far as the Hebrew
18 Academy is concerned, we're just building on the
19 wonderful school that's here, so that same smallness,
20 the same caring, the same quality education will just
21 be enhanced. It's not going to be changed.
22 And then adding in the Dr. Miriam and Sheldon
23 G. Adelson School takes us to that next step. So what
24 we can have for our community is a total articulated
25 program starting with preschoolers and taking them

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

has put a lot of time and effort and money into this place, and it's now sort of snowballing into this bigger thing, and it's people that are really making that happen. Just describe that.

A. I think that when you take a person such as Milton who cares about the Jewish community, cares about people, wants to make a difference in their lives, and then you take that and you have his name on a school, he wants to make sure that people are following that ethos that he has.

He himself is a person who is extremely bright. You can have a conversation with Milton that you never know where you're going to go to. It's fun. It's enjoyable. But he has always goes back to the core value of are people being cared for, and he wants the students here to be cared for.

* * *

REPORTER'S CERTIFICATE

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

I, Carla N. Bywaters, do hereby certify:

That I well and truly reported from a digital video disc recording the enclosed proceedings;

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

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

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Clark, State of Nevada, this 15th day of May 2014.

Carla N. Bywaters, CCR 866

000918

000918

EXHIBIT O

000918

'07

Dear Friends:

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

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

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

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

Enjoy the Evening!

Dr. Miriam and Sheldon G. Adelson

Toni and Victor Chaltiel

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EXHIBIT P

000920

The Milton I. Schwartz Hebrew Academy

The Dr. Miriam and Sheldon G. Adelson School

Executive Board of Trustees Meeting

March 14, 2007

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

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

New Business:

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

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

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

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

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

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

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

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

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

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

Board Members:

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

Financial:

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

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

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

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

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

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

Respectively,

Suzanne Steinberg, Secretary of the Board of Trustees

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EXHIBIT Q

000923

The Milton I. Schwartz Hebrew Academy 2007 Gala

Honoring Milton I. Schwartz

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

TRIBUTE JOURNAL ORDER FORM

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

Outside Back Cover **SOLD**	$30,000 (includes 2 tables of 10)
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Silver Page Sponsor	$1,800 (includes 2 gala tickets)
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Quarter Page Ad	$360
Individual Tickets	$250 (please do not count those included above)

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Phone _____
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Amount due for ad and tickets $_____

Check# _____ or circle one: Mastercard Visa Discover American Express
Credit Card information:
Name _____
No. _____ Exp. Date _____

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

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

Contributions tax deductible to the full extent of the law.

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

000925

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EXHIBIT R

000925

MILTON I. SCHWARTZ

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

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

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

000927

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EXHIBIT S

000927

The Milton I. Schwartz Hebrew Academy

March 16, 2007 / כ"ה באדר תשס"ז

Dear parents,

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

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

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

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

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

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

Wishing you all a fine Passover, חג כשר ושמח,

Naomi Guy

Hebrew Academy

Volume 4 Issue 1

March 1, 2007

MIDDLE SCHOOL NEWS

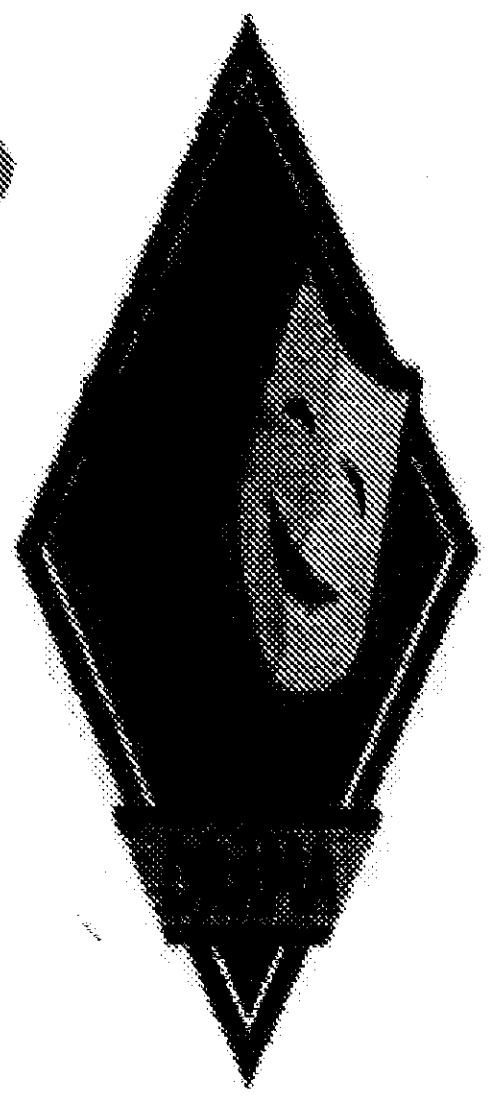
INSIDE THIS ISSUE:

We raised over $1000

For the Foundation

For Children With

Cancer!



12TH NIGHT CAST GETS LAST LAUGH/ JOURNALISM BEGINS

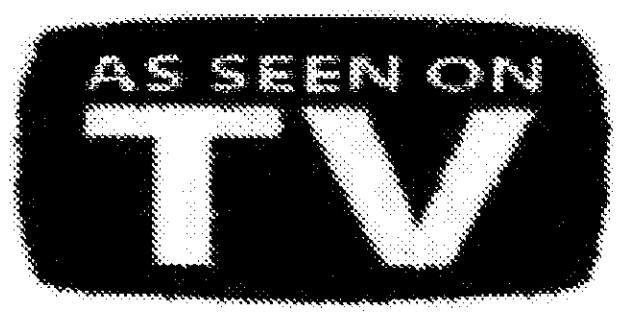
Well, slather me with butter and call me a biscuit. The middle school play was a superb rendition of Shakespeare's *12th Night*.

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

Memorable moments during the evening production included the final "recognition" scene between Sebastian (played by Camden Weisz) and Viola (played by Maya Kraidman)and Sir Toby and Sir Andrew (Stuart Green and Zach Dweck) almost losing their beer steins while drawing their swords. It is a performance the Hebrew Academy is not likely to soon forget. Once again, congratulations on a job well done, middle school drama!

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

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



TV Turnoff Week

is quickly approaching...are you

READY
FOR THE CHALLENGE?

YOUNG TIMES

HEBREW ACADEMY Mrs. Young's Classroom Newsletter **MARCH 2007**

5th GRADE

MATH

Unit 4: Division
Topics: Division Facts & Extensions, Finding Distances on a Map, Division of Decimals, & Remainder Interpretation.

3rd Trimester Goal:

To complete their division chart by memorizing division facts: 2-12 and passing the final exam by June 15th!

UNITED STATES HISTORY

We are currently studying Ch. 8: The Revolutionary War. Upon completion, we will begin the study of how the colonists fought and gained independence for our nation.

6th GRADE

READING

After we finally finish Fever, our next novel will be The Call of the Wild by Jack London.

In order to prepare for 7th Grade, students will be reading a book independently at night for 20 minutes and submitting a book report at the end. They will choose their books when we visit the library on Thursday, March 8th. They will be responsible for filling out a reading log nightly and turning their weekly logs in on Fridays.

MATH 1/2

Unit 4: Fractions
Topics: Adding, subtracting, multiplying, comparing, ordering fractions. Also included: difficult conversion to percents, decimals and finding the percent of a number.

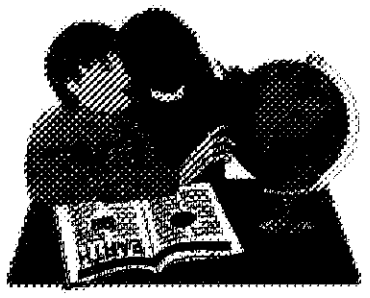
7th/8th GRADE

WORLD GEOGRAPHY

-Current Topic of Study-

South America: Political & Physical Characteristics

Upcoming Topics: Europe: Political & Physical Characteristics



SPRING BREAK REMINDER: March 31st - April 10th

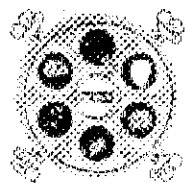


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EXHIBIT T

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  - Athletics Welcome
  - Athletics Updates
  - Athletics Directory
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  - Athletics Calendar
- Campus Life
  - Campus Life Welcome
  - Nurse's Page
  - School Calendar
  - Student Council
  - After School Programs
  - Clubs and Activities
  - Parent Organization
  - Lunch Menus
  - Alumni
  - Lion's Business Networking Group
  - School Store
  - Photos and Videos
- Giving
  - Giving Welcome

About Us - Education for Life

One of the finest learning facilities in the country, The Dr. Miriam and Sheldon G. Adelson Educational Campus is committed to providing students with an education that prepares them for life. Our comprehensive approach emphasizes educating each student to be academically stimulated, emotionally secure and physically healthy. We want to send students who possess confidence and a strong sense of self into the world. It is our vision that our students will become the moral and ethical citizens of tomorrow.

Founded with the generous support of Dr. Miriam and Sheldon G. Adelson, the campus is the only Jewish educational center offering classes from 18 months through 12th grade in Nevada. Open to all students, with state-of-the-art facilities and a faculty recruited nationwide, The Adelson Educational Campus delivers a world-class learning environment for motivated students.

The Adelson Educational Campus consists of **three** schools:

- The Lower School provides students from 18 months through 4th grade with a highly nurturing academic environment.
- The Middle School, spanning grades 5–8, offers students meaningful and exciting opportunities for scholarly and personal growth.
- The Upper School, encompassing grades 9–12, educates students to hone their critical thinking skills and prepares them for higher education.

We invite you to visit our campus and join us on the journey of a lifetime — an *Education for Life*. [Request Admissions Information]

Paul Schiffman, Head of School EMAIL BIO

Mission Statement

The mission of the Dr. Miriam and Sheldon G. Adelson Educational Campus is to instruct and inspire new generations of students who will draw strength from a rich Jewish heritage, use their knowledge, values and vision to fulfill their own potential, and build a better world.

Diversity Statement

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

9700 W. Hillpointe Rd., Las Vegas, NV 89134 ~ Tel (702) 255-4500 ~ Fax (702) 255-7232 info@adelsoncampus.org

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- Volunteering
- Planned Giving

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  - Why Adelson
  - International Students
  - Process
  - Financial Aid
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  - Lunch Menus
  - Alumni
  - Lion's Business Networking Group
  - School Store
  - Photos and Videos
- Giving
  - Giving Welcome

Welcome to the Lower School

Our lower school begins with preschoolers (18 months) and continues through 4th grade. During these formative years, we aim to provide a safe, nurturing environment for children and families. We help our young learners connect to the learning and build a strong sense of community.

We want our students to gain a solid academic foundation and to learn how to become the moral leaders of tomorrow. We accomplish this by integrating Judaic values into our curriculum and providing child-centered classrooms that look at the individual needs of our students.

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

For Our Children,

Stacy Colwell, Head of Lower School EMAIL BIO WIKI PAGE

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  - Request Information

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EXHIBIT U

000936

DVD Transcription of Victor Chaltiel Interview

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DVD TRANSCRIPTION OF

VICTOR CHALTIEL INTERVIEW

9700 West Hillpointe Road

Las Vegas, Nevada

Transcribed by: Carla N. Bywaters, CCR #866

Job No. 9795

1 P R O C E E D I N G S
2 Q. And going back to Milton, what do you think it
3 means for Milton to know that this high school is
4 really coming to fruition after he started things 20
5 years ago? And in his mind, I think he probably wanted
6 to have a high school, too, ultimately. What do you
7 think it means to him to see this becoming a complete
8 package?
9 A. Oh, it's wonderful. It's marvelous, you know.
10 This is a dream, you know. You start with small
11 classes, and you expand the classes to include, you
12 know, elementary and the middle school, and now you
13 expand it to have a high school. This is a dream. Now
14 we have a complete, from pre-K to 12, world-class
15 Jewish day school. This is a dream.
16 This is a dream of any Jewish community of any
17 city in this world, so it's great. He's extremely
18 happy, very, very, very happy, to see this to fruition
19 It complements the Milton I. Schwartz Hebrew Academy.
20 So we will have the Milton I. Schwartz Hebrew Academy,
21 and we will have the Adelson School, both of them on
22 the same campus. It's wonderful. It's fantastic, I
23 think, yeah.
24 And then many of the kids, the younger kids,
25 of the Hebrew Academy will benefit, tremendously

1 benefit, from the Adelson School. And I'm not talking
2 only about the cafeteria, the swimming pool, the sports
3 facilities, and all this, but the intellectual aspect
4 of it.
5 The chair of the departments, you know, will
6 oversee the particular area schoolwide and will
7 contribute as much as they can, if they can, you know,
8 to making sure that the history teaching continues, and
9 it is seamless, and you move from elementary to middle
10 school and from middle school to high school.
11 So I mean, the same thing in math, same thing
12 in English, in everything, in Hebrew, in Judaica, in
13 everything, so it is tremendous. It is much more than
14 the kid benefiting from the facilities. It's
15 benefiting from the whole thing, you know, the
16 intellectual aspect, also, of it.
17 Q. And one last question: Describe Milton's
18 management style, how he is on the board and how does
19 he carry himself and get what he wants.
20 A. Well, frankly, I've never worked with Milton,
21 you know, in his business. I know he's an entrepreneur
22 extraordinaire, you know. He has around like 50 or 60
23 companies. Really, he's an extraordinarily successful
24 businessman entrepreneur.
25 On the board, we are all volunteers, you know,

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

he's done," something like that.

A. I said it before, but you can say it again: On behalf of everybody, the entire Milton I. Schwartz Hebrew Academy community, from board members to staff to faculty to parents to friends of the school to kids at the school, a big thank you to Milton. We want to thank him very, very much for everything he has done. It has been wonderful, wonderful, and we wish him all the very, very best for many, many, many years to come.

* * *

1 REPORTER'S CERTIFICATE

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

4 I, Carla N. Bywaters, do hereby certify:

5 That I well and truly reported from a digital video disc recording the enclosed proceedings;

6 That I thereafter transcribed my shorthand notes
7 into typewriting and that the typewritten transcript of said proceedings is a complete, true and accurate
8 record of testimony provided at said time to the best of my ability.

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

14 IN WITNESS WHEREOF, I have hereunto set my hand in the County of Clark, State of Nevada, this 16th day of
15 May 2014.

16

17

18

19 _____
Carla N. Bywaters, CCR 866

20

21

22

23

24

25

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EXHIBIT V

000944

cc Dan

bill Trust & Taxes

May 28, 2008

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

Dear Jonathan:

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

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

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

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

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

Sincerely,

Thank you!

2008 Gala Committee

9700 West Hillpointe Road Las Vegas, NV 89134 (702) 255-4500

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EST-00008

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EXHIBIT W

000946

In Pursuit of Excellence

HONORING MILTON I. SCHWARTZ

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

חִנּוּךְ בְּלִי חָזוֹן הֲרֵיהוּ הוֹוֶה בְּלִי עָתִיד

- פ' שיפמן,

EDUCATION WITHOUT VISION IS LIKE THE PRESENT WITHOUT THE FUTURE.

- Gershon Shifman

THE MILTON I. SCHWARTZ
HEBREW ACADEMY
SUMMERLIN

SUPPORT WORLD-CLASS
JEWISH & SECULAR EDUCATION

Congratulations to

Milton I. Schwartz

Thank you for your commitment to education

and dedication to the future of our children.

Your generosity is a shining example for everyone

in the Jewish community to follow.

DR. MIRIAM & SHELDON G. ADELSON

Menu

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

~

Rustic Artisan Selection of Rolls
Kosher Olive Oil and Balsamic Vinaigrette

~

Entrée

~

Braised Beef Short Ribs
Light Tuscan Beans Sauce
Roasted Baby Vegetables

~

Vegetarian Alternative

~

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

~

Dessert

~

Mixed Seasonal Berries Marinated in Chambord

~

Beverages

Venetian Blends of Coffee and Tea Selections
Fiji Water*
Kosher Merlot, Chardonnay and Champagne*

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

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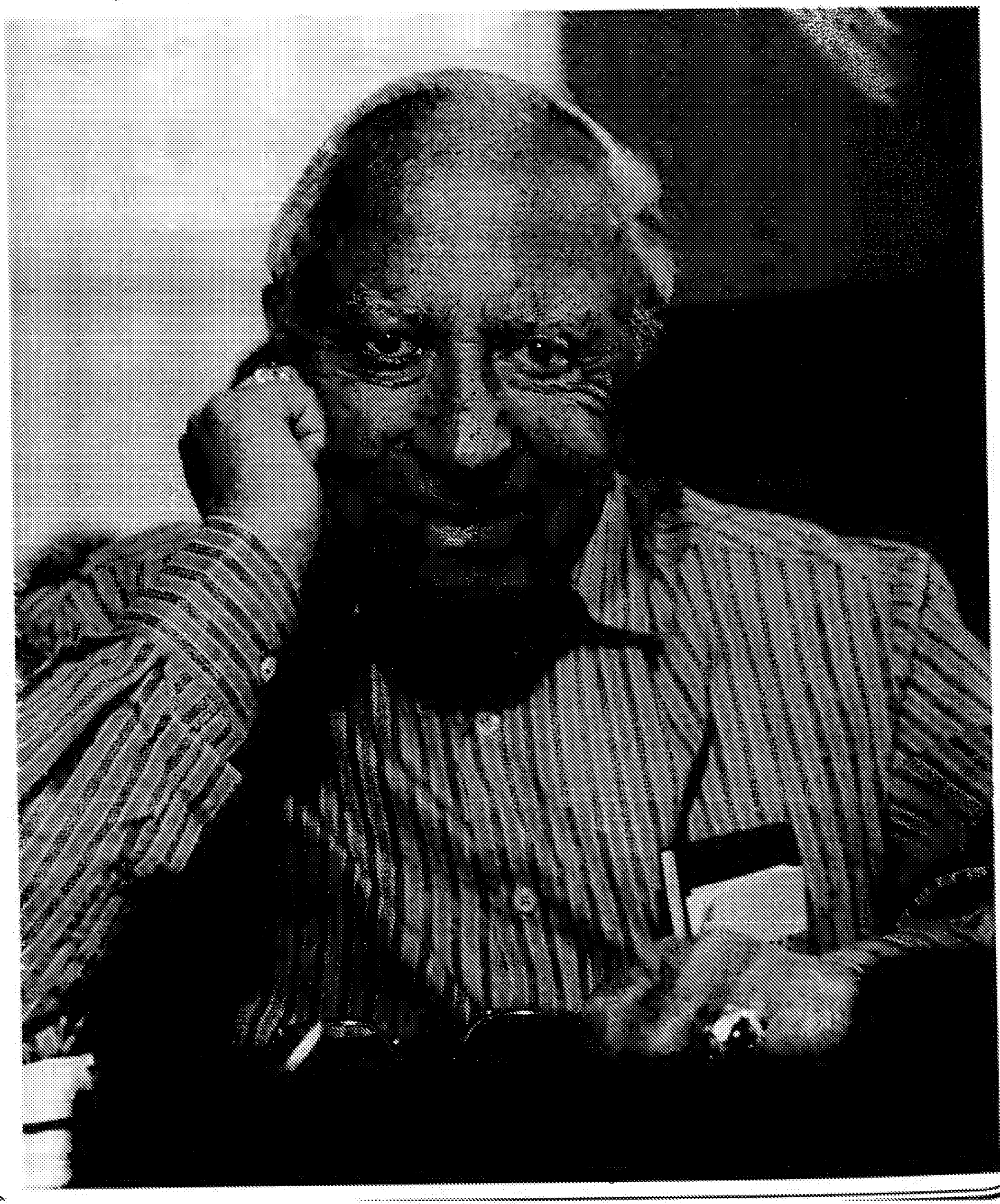

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MILTON I. SCHWARTZ

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

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

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

Dear Friends:

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

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

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

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

Enjoy the Evening!

Dr. Miriam and Sheldon G. Adelson

Toni and Victor Chaltiel

GALA CHAIRS

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

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Lisa & Rabbi Yonatan Yussman
Mala & Boris Zheleznyak

* Indicates member of the Board of Trustees of the Milton I. Schwartz Hebrew Academy

HARRY REID
NEVADA

MAJORITY LEADER

United States Senate

WASHINGTON, DC 20510-7012

May 6, 2007

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

Dear Friends:

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

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

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

I wish you all a wonderful evening.

Sincerely,

HARRY REID
United States Senator

000954

JOHN ENSIGN
NEVADA

United States Senate

WASHINGTON, DC 20510-2805

May 6, 2007

Dear Friends:

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

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

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

Sincerely,

John Ensign

John Ensign
United States Senator

000955

Brian K. Krolicki
Lieutenant Governor

Kathryn A. Besser
Chief of Staff

STATE OF NEVADA
OFFICE OF THE LIEUTENANT GOVERNOR

May 6, 2007

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

Dear Mr. Schwartz,

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

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

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

Best regards,

Brian K. Krolicki
Lieutenant Governor

CARSON CITY OFFICE
101 N. Carson Street
Carson City, Nevada 89701
(775) 684-7111 Telephone
(775) 684-7110 Fax

President, Nevada State Senate
Chairman, Nevada Commission on Tourism
Chairman, Nevada Commission on Economic Development
Board of Directors, Nevada Department of Transportation

LAS VEGAS OFFICE
555 E. Washington Avenue, Suite 5500
Las Vegas, Nevada 89101
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SENATOR
Washoe No. 3

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Office: (775) 786-5000
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LEGISLATIVE BUILDING:
401 S. Carson Street
Carson City, Nevada 89701-4747
Office: (775) 684-1419 or 684-1401
Fax No.: (775) 684-6522

May 6, 2007

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

Dear Milt:

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

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

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

Sincerely,

William J. Raggio
Senate Majority Leader

WJR/ai W73850-1

000957

Brian K. K
Lieutenant
DISTRICT OFFICE:
PO Box 361
Nevada 89004-0281
(702) 798-6000
(702) 798-1177
BUILDING:
Suite
Nevada 89147
1401

THE SECRETARY OF VETERANS AFFAIRS
WASHINGTON

April 4, 2007

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

Dear Mr. Schwartz:

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

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

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

Sincerely yours,

R. James Nicholson

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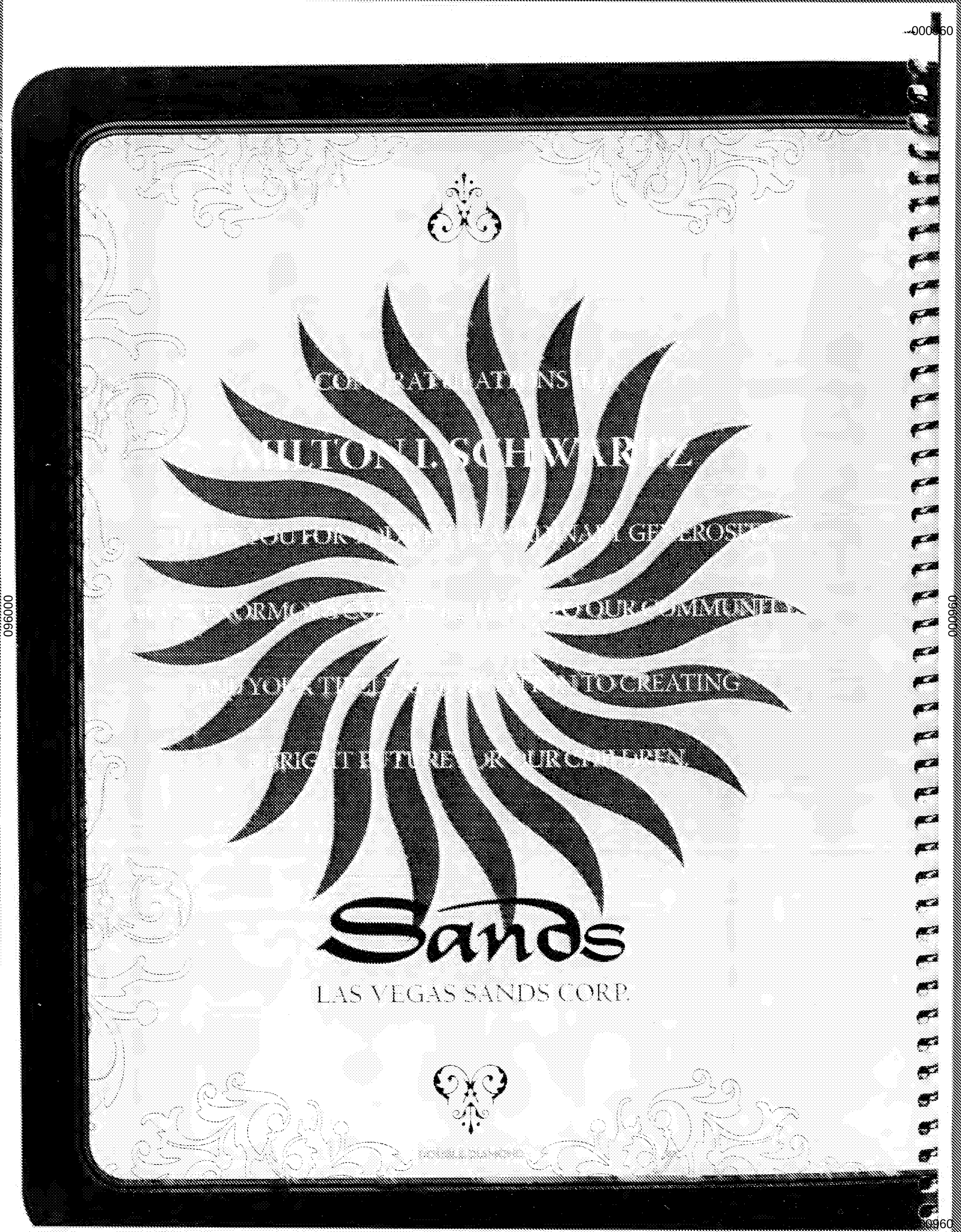
Congratulations

to Marni L. Schwartz

Sheryl & Rob Goldstein
Susan & Brad Stone
Lynn & Bill Weiler

DOUBLE DIAMOND

000060



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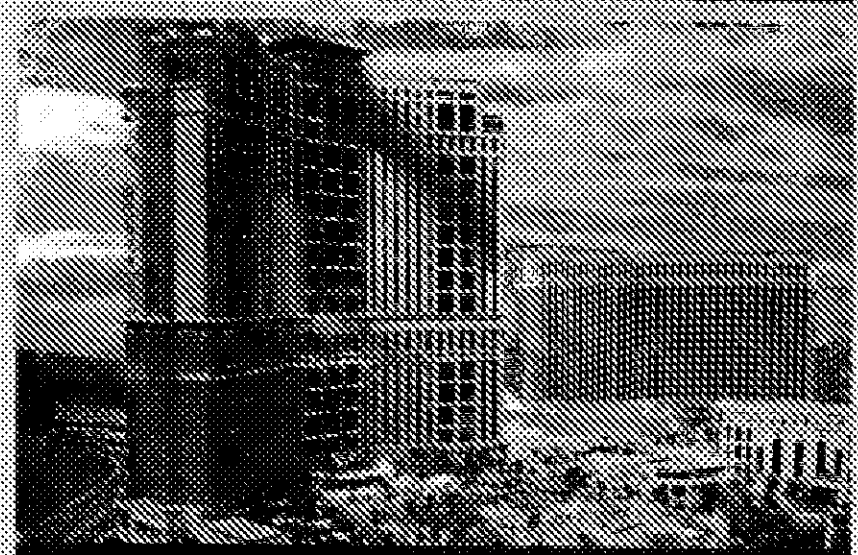
THE VENETIAN

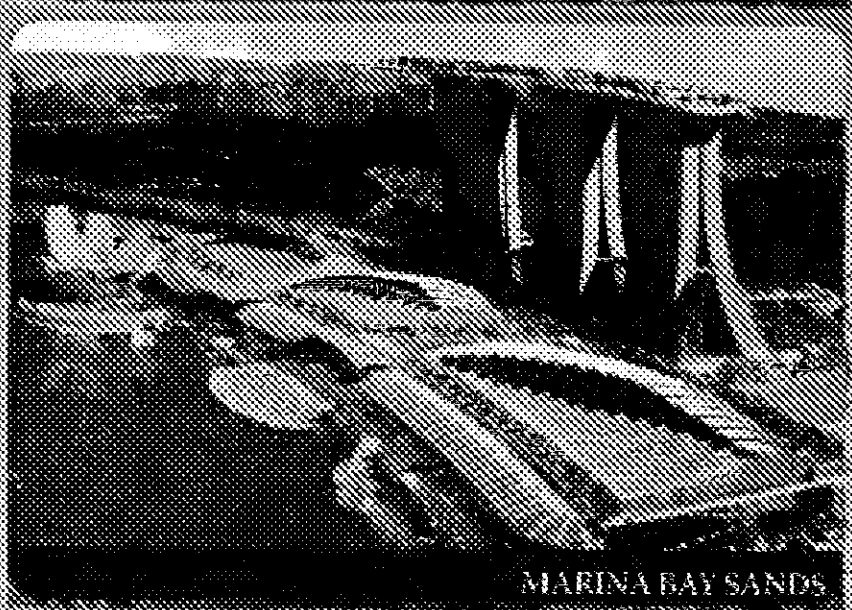
SANDS MACAO



THE PALAZZO

THE VENETIAN MACAO

SANDS BETHWORKS



MARINA BAY SANDS

000962

Congratulations

to our very dear friends

Mint and Shelton Adams

who are an inspirational

Steel & Rob couple

Susie & Bob Steel

Lynn & Bill Robb

DOUBLE DIAMOND

000962

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Goldman Sachs

Goldman, Sachs & Co. is proud to support the
Milton I. Schwartz Hebrew Academy's
In Pursuit of Excellence Gala.

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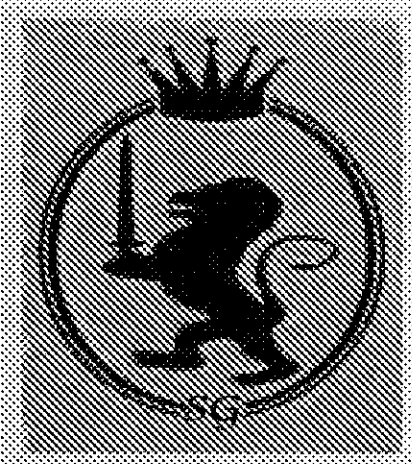
SummerlinGate II



Is honored to support the Greater
Las Vegas Association of Realtors

Greater Las Vegas

Your vote has been counted!
Results will be posted at www.

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SummerlinGate LLC

Congratulates

Milton J. Schwartz

DOUBLE DIAMOND

000965

000966

Congratulations

William

[illegible]

[illegible]

[illegible]

[illegible]

DOUBLE DIAMOND

000966

000967

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000967

Congratulations

to

Milton L. Schwartz

Recipient of the 2007

Dr. Miriam and Sheldon G. Adelson

"In Pursuit Of Excellence"

We applaud your commitment

furthering the education of

children

DOUBLE DIAMOND

000968

and to our dear friends
Sheldon and Miriam

Here's wishing you continued
success –
Your generosity to The M.I.S.
Hebrew Academy and so many other
causes is an inspiration to us all

Roberta and Irwin Chafetz
and Family

Joan and Ted Cutler
and Family

DOUBLE DIAMOND

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Milton I. Schwartz

LEHMAN BROTHERS

DOUBLE DIAMOND

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Our Congratulations

To

Nathan L. Schwartz

for not simply pursuing excellence

but achieving it

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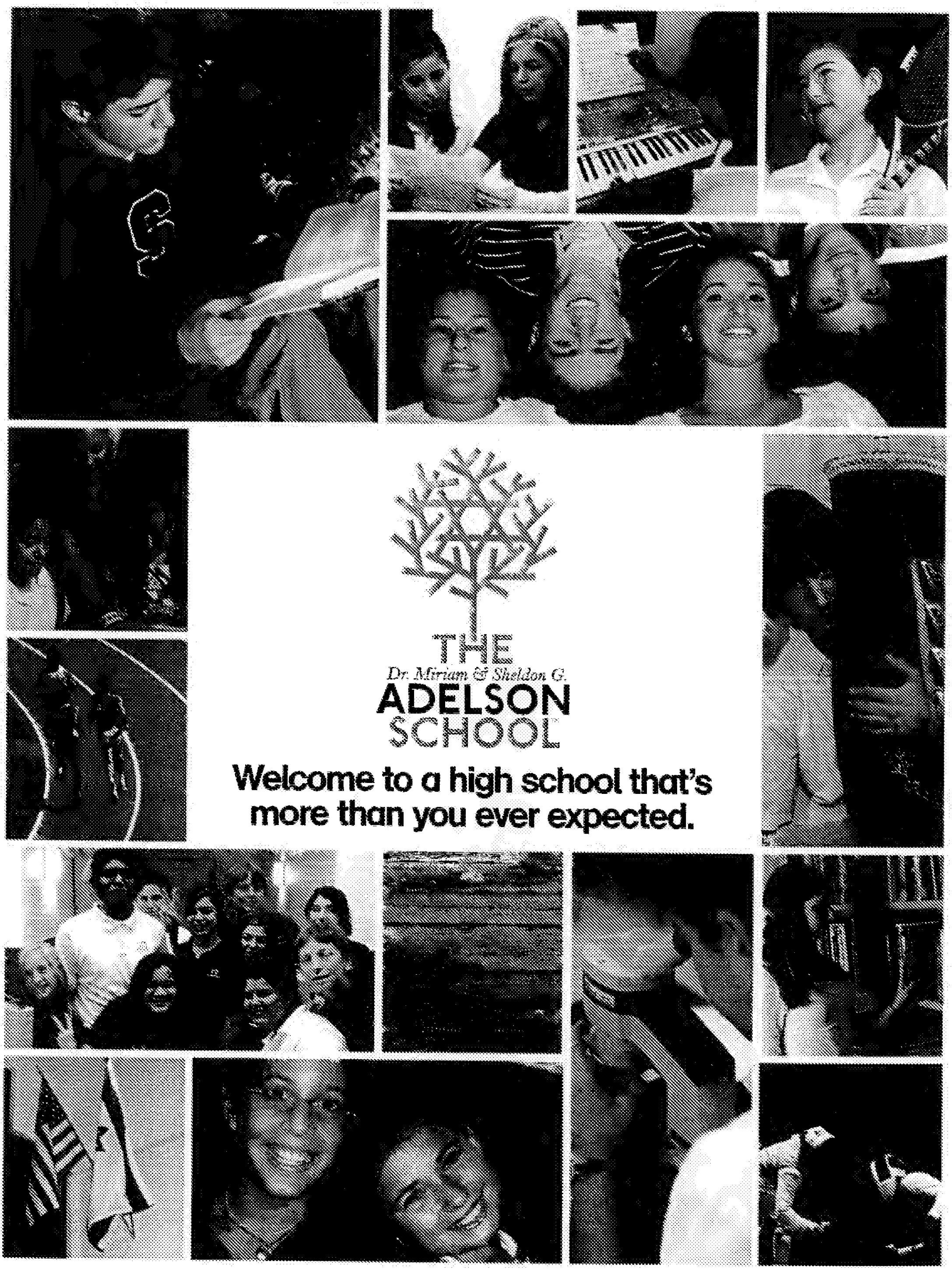
THE
Dr. Miriam & Sheldon G.
ADELSON
SCHOOL
Welcome to a high school that's
more than you ever expected.

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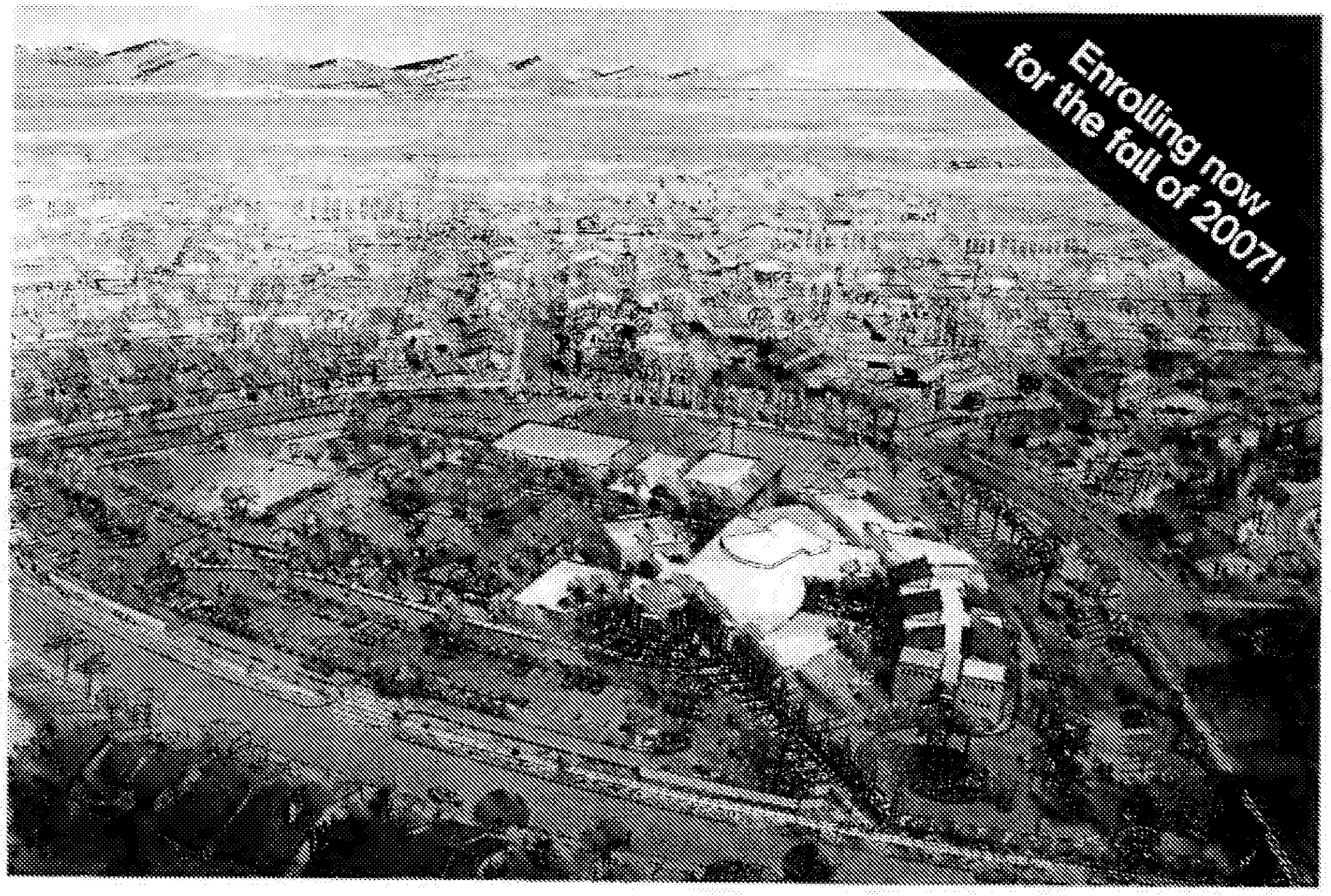

The Adelson School is more than classes and lessons, more than teachers and books, it is an Education for Life.

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

With a major gift, Dr. Miriam and Sheldon G. Adelson have made possible a world-class high school for Las Vegas. The Adelson School provides students with the opportunity to continue their Jewish education and to receive an education for life. The mission is simple: to raise up a new generation of Jewish leaders for whom Jewish values and tradition shape and guide their vision, and for whom knowledge creates possibilities for moral action, good character and shalom.

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

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

THE
Dr. Miriam & Sheldon G.
ADELSON
SCHOOL

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

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Congratulations
Milton I. Schwartz

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

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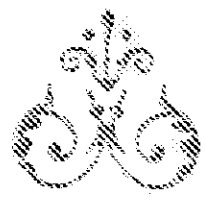

Paul|Weiss

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We would like to congratulate

Milton I. Schwartz

In receiving

The Dr. Miriam and Sheldon G. Adelson
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For the impact your dedication to Jewish education has had
on generations of students here in our Las Vegas community

As longtime Las Vegas residents
We are proud to support

The Milton I. Schwartz Hebrew Academy
&
The Dr. Miriam and Sheldon G. Adelson School

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and its educational mission of caring and
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We thank you for your exceptional leadership, philanthrophy, and commitment to our community.

Yasmin and Oren Lukatz

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Congratulations to Milton I. Schwartz for being honored.

With Love,

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

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CONGRATULATIONS MR. SCHWARTZ

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

Oscar Chaltiel 4th Grade

Maxime Chaltiel 2nd Grade

Sarah Chaltiel 1st Grade

MERCI! THANK YOU! TODA RABA!

FROM THE THREE MUSKATEERS.

DIAMOND

THANK YOU M.I.S. HEBREW ACADEMY

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

Oscar Chaltiel 4th Grade

Maxime Chaltiel 2nd Grade

Sarah Chaltiel 1st Grade

MERCI! THANK YOU! TODA RABA!

FROM THE THREE MUSKATEERS.

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Citi proudly supports The Milton I. Schwartz Hebrew Academy and congratulates this year's "In Pursuit of Excellence" award honoree

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

Victor Chaltiel
Chairman of the Hebrew Academy Board of Trustees

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

Sheldon G. Adelson
First Vice President of Hebrew Academy Board of Trustees

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

Jill Hanlon
Second Vice President of Hebrew Academy Board of Trustees

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

Ercy Rosen
Treasurer of the Hebrew Academy Board of Trustees

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

Dr. Suzanne Steinberg
Secretary of the Hebrew Academy Board of Trustees

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

Dorit Schwartz
General Board Member

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

Rachel Schwartz
General Board Member

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

Irv Steinberg
General Board Member

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

Leah Ellenhorn Stromberg
General Board Member

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

Sam Ventura
General Board Member

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

Benjamin Yerushalmi
General Board Member

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

Milton I. Schwartz
Executive Committee Member

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

Roni Amid
General Board Member

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

Philip Kantor
General Board Member

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

Yasmin Lukatz
General Board Member

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

Geri Rentchler
General Board Member

Past President of the Hebrew Academy; Longtime Hebrew Academy Board of Trustees member and chair of various committees; Children graduates of The Hebrew Academy; Grandparent of former Hebrew Academy students.

Born July 30, 1943

Entered into rest
April 12, 2007 24 Nissan

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

When Geri was young she loved….
~reading, swimming, square dancing, classical music, playing clarinet

As she got older she loved…..
~spending time (anywhere) with John
~reading sci-fi and romance novels and any books about Judaism, cooking, alternative medicine and health and organic gardening,
~needlepoint and art classes, where she learned how to batik, make bead necklaces and paint
~shopping for books, clothes, anything for her kitchen, and materials and books for The M.I.S. Hebrew Academy
~classical and folk music
~cooking
~making Dani eat natural, no sugar foods (much to Dani's dismay) …except for the treat trips to Winchells Donuts and Luv-It Frozen Custard
~her cats and dogs

In her later years
~she still loved reading
~she still loved shopping and now has found Home Shopping Network (very dangerous) buying clothes, books and toys for her grandchildren and continuing to buy books for the school,
~her weekly trips to Sizzler and Chinese with John
~watching CNN and The Cooking Channel
~spoiling her grandchildren with cookies every time they came to visit
~going to The M.I.S. Hebrew Academy Board Meetings even when she was so sick she should have been at home
~she loved that her life long dream came true, that not only was there a Hebrew Academy Day School, but a new Jewish high school in the works

And always…
~her family and friends

Lovingly written by her daughter, Dani

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In honor of a very special man

MILTON I. SCHWARTZ

Your dedication and inspiration for the

children of The M.I.S. Hebrew Academy

is highly recognized and appreciated.

May our school continue to grow and

May you enjoy many years
of health and happiness.

Noam and Rachel Schwartz
Ronnie and Dorit Schwartz

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Dr. Miriam & Sheldon G. Adelson
and their commitment to Jewish
education.

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"In Pursuit of Excellence Honoree"
Mr. Milton I. Schwartz

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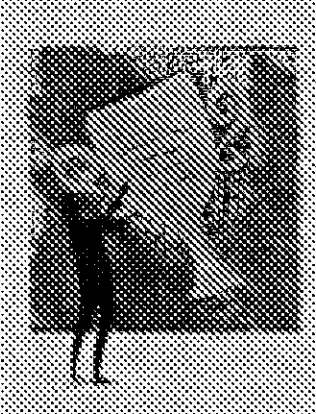

Milton I. Schwartz

Recipient of the Second Annual
Dr. Miriam and Sheldon G. Adelson
In Pursuit of Excellence Award

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for your outstanding achievements and service to education and the community.

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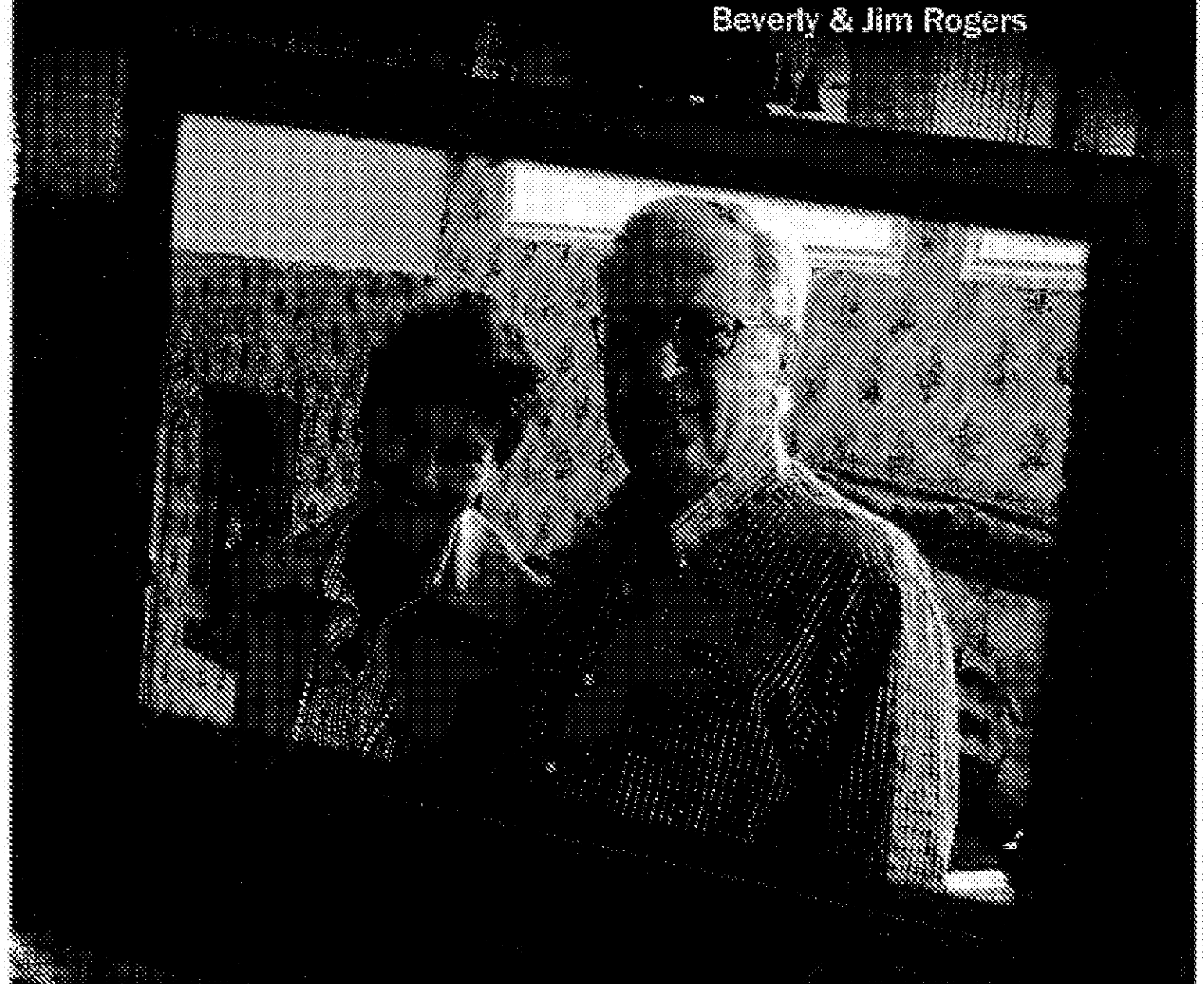

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Rhonda, Steve, Andrew, Eric, and Jason Glyman

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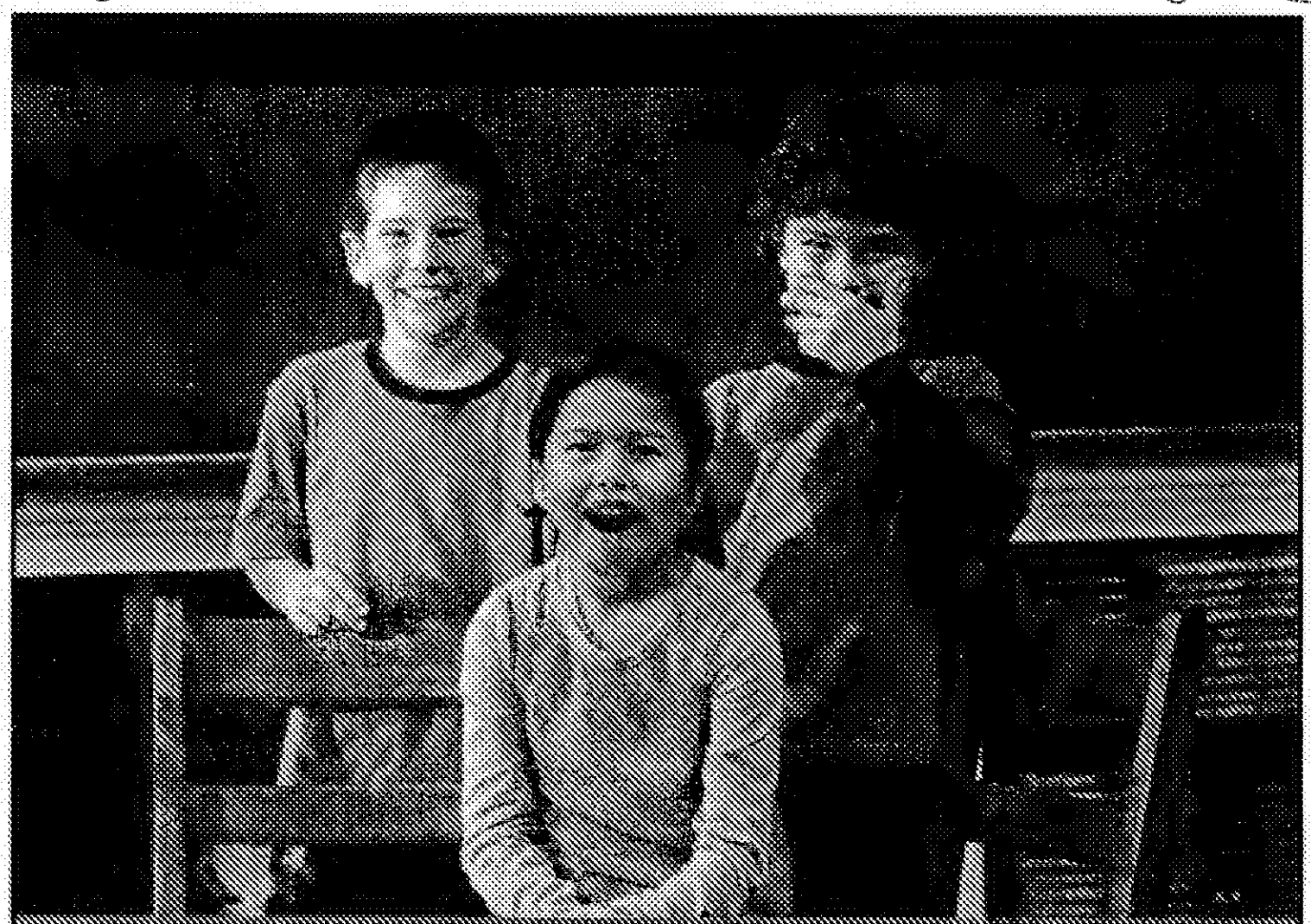

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