

Case No. 78341

In the Supreme Court of Nevada

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

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

Appellant,

vs.

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

Respondent.

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APPEAL

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

APPELLANT'S APPENDIX

VOLUME 8

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31	Supplement to Opposition to Motion for Partial Summary Judgment	07/02/14	6	1274–1280
61	Supplement to Opposition to Motion for Summary Judgment Regarding Breach of Contract and Countermotion for Advisory Jury	08/08/18	10	2387–2416
28	Supplement to Petition for Declaratory Relief to Include Remedies of Specific Performance and Mandatory Injunction	05/28/17	5	1159–1165
64	Supplement to the Estate's Motion for Reconsideration of: The Court's Order Granting Summary Judgment on the Estate's Claim for Breach of Oral Contract	08/14/18	11	2624–2646
60	Supplement to the Estate's Opposition to Motion for Partial Summary Judgment Regarding Fraud	08/08/18	10	2353–2386
105	The Adelson Campus' Motion to Re- Tax and Settle Costs	03/06/19	26	6479–6489

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

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

22	Transcription of Discovery Commissioner Hearing Held on January 29, 2014	01/29/14	3	670–680
136	Trial Exhibit 111		28	6868–6869
152	Trial Exhibit 1116A		29	7008
137	Trial Exhibit 112		28	6870
138	Trial Exhibit 113		28	6871
139	Trial Exhibit 114		28	6872
140	Trial Exhibit 115		28	6873
141	Trial Exhibit 118		28	6874–6876
142	Trial Exhibit 128		28	6877
143	Trial Exhibit 130		28	6878–6879
144	Trial Exhibit 134		28	6880–6882
145	Trial Exhibit 139		28	6683–6884
123	Trial Exhibit 14		27	6626–6628
146	Trial Exhibit 149		28	6885–6998
147	Trial Exhibit 158		28	6999
148	Trial Exhibit 159		28	7000
149	Trial Exhibit 162		28	7001
150	Trial Exhibit 165		29	7002
124	Trial Exhibit 17		27	6629–6638
125	Trial Exhibit 22		27	6639–6645
126	Trial Exhibit 28		27	6646–6647
118	Trial Exhibit 3		27	6607–6609
127	Trial Exhibit 38		27	6648–6649
151	Trial Exhibit 384		29	7003–7007
119	Trial Exhibit 4		27	6610–6611
128	Trial Exhibit 41		27	6650–6675
129	Trial Exhibit 43		27	6676–6679
130	Trial Exhibit 44		27	6680–6682
120	Trial Exhibit 5		27	6612–6620
131	Trial Exhibit 51		27	6683–6684
132	Trial Exhibit 52		27	6685–6686
133	Trial Exhibit 55		27	6687–6713
121	Trial Exhibit 6		27	6621
134	Trial Exhibit 61		27 28	6714–6750 6751–6799

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

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings



Commercial Recordings Division

202 N. Carson Street
Carson City, NV 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

OFFICE OF THE
SECRETARY OF STATE

LIONEL, SAWYER & COLLINS

Job: C20130412-0697

April 12, 2013

Special Handling Instructions:

C20130412-0697

DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE

SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED

EMAILED RMICHIE@LIONELSAWYER.COM 4/12/13 FAB

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00003876091-74		30	\$2.00	\$60.00
Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
24-HR Copy Expedite	00003876091-74		1	\$125.00	\$125.00
Total					\$215.00

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Type	Description	Amount
Billed	750046	\$215.00
Total		\$215.00

Credit Balance: \$0.00

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NV Corp Certified Copy Request Cover 1
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STATE OF NEVADA

ROSS MILLER
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Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

April 12, 2013

Job Number: C20130412-0697
Reference Number: 00003876091-74
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C1073-1980-001	Articles of Incorporation	6 Pages/1 Copies
C1073-1980-003	Amendment	4 Pages/1 Copies
C1073-1980-005	Amendment	3 Pages/1 Copies
C1073-1980-007	Amendment	1 Pages/1 Copies
C1073-1980-008	Amendment	1 Pages/1 Copies
C1073-1980-010	Amendment	1 Pages/1 Copies
C1073-1980-012	Amendment	1 Pages/1 Copies
20070003515-43	Annual List	1 Pages/1 Copies
20080084895-54	Annual List	1 Pages/1 Copies
20080195694-74	Amendment	2 Pages/1 Copies
20080586063-38	Amended List	1 Pages/1 Copies
20090255488-73	Annual List	1 Pages/1 Copies
20100102296-53	Annual List	1 Pages/1 Copies
20110048708-01	Annual List	2 Pages/1 Copies
20120024437-45	Annual List	2 Pages/1 Copies
20120851508-32	Annual List	2 Pages/1 Copies

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Carson City, Nevada 89701-4069
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Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

Certified By: F Lincoln
Certificate Number: C20130412-0697
You may verify this certificate
online at <http://www.nvsos.gov/>

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

- NRS 82.356 -

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

MAR 21 1997

(after first meeting of directors)

No. 1073-80

THE HEBREW ACADEMY

Name of Corporation

DEAN HELLER, SECRETARY OF STATE

We the undersigned, Jacalyn Glass-Wolfson

President or Vice President

Geri Rentchler

Secretary or Assistant Secretary

of The Hebrew Acad

Name

Filed in the office of

Dean Heller

Dean Heller
Secretary of State
State of Nevada

Document Number

C1073-1980-010

Filing Date and Time

03/21/1997 12:00 AM

Entity Number

C1073-1980

do hereby certify:

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

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

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

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

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

State of NEVADA

County of CLARK

ss.

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

Jacalyn Glass-Wolfson and Geri Rentchler, who acknowledged

Names of Persons Appearing and Signing Document

that they executed the above instrument.

Cathleen J. Bridenstine
Signature of Notary

(NOTARY STAMP OR SEAL)

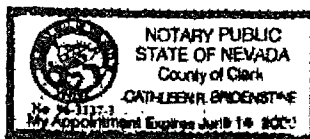


Exhibit 17

001755

001755

Exhibit 17

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

THE HEBREW ACADEMY

001

given to Blw
3-24-05

BY LAWS
OF
THE MILTON I. SCHWARTZ
HEBREW ACADEMY

ARTICLE I
PURPOSE AND POWERS

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

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

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

ARTICLE II

OFFICES

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

ARTICLE III

BOARD OF TRUSTEES

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

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

CHLUSER\BR\12601-03\revised by L.S.H.
March 5, 1999

EST-00106

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

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

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

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

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

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

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

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

Section 3.10. Manner Of Acting.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

STANDING AND SPECIAL COMMITTEES

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

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

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

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

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

ARTICLE V

OFFICERS

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

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

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

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

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

Section 5.06. Treasurer. The Treasurer shall have custody of all of the funds of the Corporation; shall keep a full and accurate account of receipts and expenditures, and shall make disbursements in accordance with the approved budget, as authorized by the Board of Trustees or 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

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THE HEBREW ACADEMY

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

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

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

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

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

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

Section 6.06. The indemnification provided by this section:

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

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

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

ARTICLE VII

CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

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

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

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

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

ARTICLE VIII

MISCELLANEOUS

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

Section 8.02. Intentionally Deleted.

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

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

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

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

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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 Eli Zuck
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.

13
At 13th April, 19 99

By: Gerri Rantabler
Secretary

Exhibit 18

001766

001766

Exhibit 18

Deposition of:

Irving J. Steinberg

Case:

In the Matter of the Estate of Milton I. Schwartz
07P061300

Date:

06/14/2016



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1 and saying they want to do it, they want it handled.

2 Q. Okay. Do you recall during this time period in
3 spring of 2000 how the school was doing financially?

4 A. Losing money.

5 Q. Okay. And is it your understanding -- well, let me
6 ask you this: Do you have an understanding with respect to
7 historically the financial condition of the school before you
8 got there?

9 MR. BLAKE: Object to the form of the question.
10 Vague as to time.

11 THE WITNESS: In a general rule, the school always
12 ran in a deficit.

13 BY MR. LeVEQUE:

14 Q. Okay.

15 A. Okay? And it was through -- Milton Schwartz would
16 make payroll, basically.

17 Q. Okay. Can you explain that a little more?

18 A. Yeah. We didn't have the money to pay the teachers
19 or pay a note. Milton would be asked to put up the money and
20 he would put up money, and then we would fund -- we would fund
21 it and he'd take money back out. Basically -- and that didn't
22 change much really after Adelson came in, as I -- at the very
23 start there.

24 Q. Okay. We will certainly get to that.

25 A. Just the methodology of how it was funded.

Exhibit 19

CONFIDENTIAL
TO BE SUBMITTED TO THE COURT
FOR
***IN CAMERA* REVIEW**

Exhibit 19

Hebrew Academy Board Meeting
May 13, 2003

Page 3

Education Committee -- Gloria said that they are working on Policies and Procedures.

Nominating Committee -- Milton said that the Nominating Committee nominated 3 people to the Board for the election next month:

Fleur Sussman (Dr. Sussman's wife) a parent in the school
Rachel Schwartz (Noam's wife)
Jill Davidson -- an Attorney

For Officers the following People were nominated:

President	Victor Chaltiel
1st Vice President	Sheldon Adelson
2nd Vice President	Leah Stromberg
Treasurer	Ercy Rosen
Secretary	Suzanne Green

We received a Chabad proposal from Rabbi Attal. After discussion it was decided that Nira could rent the auditorium if it was available and all negotiations would be through Nira.

Leah discussed the law suit. She said that Carol had felt that Mediation would be a good idea but that Natalie Berman had requested an arbitrator. We have a choice of arbitrators.

Ercy moved and Gloria seconded that the March and April Minutes be approved as read. Unanimous.

Respectfully submitted,



Geri Rentchler,
Secretary

AC403852

CONFIDENTIAL

Exhibit 20

001771

001771

Exhibit 20

1 A. Mm-hmm.

2 Q. Is that a yes?

3 A. Yes.

4 Q. Okay.

5 MR. BLAKE: Can I interrupt you? Sorry.

6 MR. LeVEQUE: Sure.

7 MR. BLAKE: Mine are April 8th. I have the
8 April 8th, 2003 minutes.

9 THE WITNESS: April 8th.

10 MR. LeVEQUE: Huh.

11 MR. BLAKE: I can share with the witness.

12 MR. LeVEQUE: May 13th. What's --

13 THE WITNESS: This is April 8.

14 MR. LeVEQUE: Okay. Let me take that one.

15 (Exhibit 5 withdrawn.)

16 (Exhibit 5 marked for identification.)

17 BY MR. LeVEQUE:

18 Q. Okay. This is the correct Exhibit 5, which should
19 be minutes from a board meeting on May 13th, 2003.

20 Do you see that?

21 A. Mm-hmm.

22 Q. Is that a yes?

23 A. Yes.

24 Q. Okay. If you go down to the middle of the page, you
25 see a sentence that begins "Victor met with the following

1 families."

2 Do you see that?

3 A. What page?

4 Q. The first page about halfway down, there's an
5 indented paragraph that says -- that starts with "Victor met
6 with the following families who pledged financial support."

7 A. Oh. Okay.

8 Q. You're there?

9 A. Yeah.

10 Q. Okay. And you see there's an enumerated list of
11 people who have pledged financial support; you see Dr. Miriam
12 and Sheldon Adelson, \$250,000; Abigail and Milton Schwartz,
13 \$150,000.

14 Do you see that?

15 A. Yes.

16 Q. Okay. Is this consistent with your prior testimony
17 that the Schwartzes on a regular basis would pledge financial
18 support for the school?

19 A. That the Schwartzes would? Yes.

20 Q. Yes. Okay.

21 And --

22 MR. BLAKE: For the record, objection --

23 THE WITNESS: Notice --

24 MR. BLAKE: Let me object to the prior question as
25 mischaracterizing prior testimony, so object to the form.

Exhibit 21

**CONFIDENTIAL
TO BE SUBMITTED TO THE COURT
FOR
IN CAMERA REVIEW**

Exhibit 21

Exhibit 22

001775

001775

Exhibit 22

1 Do you see that?

2 A. Yes.

3 Q. All right. And when they're saying "the
4 Federation," they're talking about the Jewish --

5 A. Jewish Federation of Las Vegas.

6 Q. Right. And historically, did the Jewish Federation
7 of Las Vegas give money to the school?

8 A. Yes.

9 Q. All right. And --

10 A. There's a period of time, a couple of years that
11 they didn't --

12 Q. Okay.

13 A. -- refuting over who was going to -- over how it was
14 going to be funded and how much.

15 Q. Okay. But at least this year, it shows that
16 scholarship money was received for the 2005-2006 year, right?

17 A. Yes.

18 Q. And do you recall Mr. Schwartz assisting and
19 facilitating that -- that donation of the scholarship money?

20 A. Yeah.

21 MR. BLAKE: Objection. Foundation and form.

22 BY MR. LeVEQUE:

23 Q. Okay. Can you tell me about that?

24 A. Milton was the one that pushed -- that pushed the
25 Federation to come up with the scholarship money.

Exhibit 23

001777

001777

Exhibit 23

LAST WILL AND TESTAMENT

OF

MILTON I. SCHWARTZ

I, MILTON I. SCHWARTZ, domiciled in Clark County, Nevada, and a citizen of the United States, being of sound and disposing mind memory, do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, and hereby revoke any and all Wills and Codicils at any time heretofore made by me.

FIRST: MARITAL AND FAMILY STATUS

I am married to ABIGAIL SCHWARTZ and any references to my "spouse" or my "wife" herein is to her. I have four (4) children now living, whose names and dates of birth are:

EILEEN JOANNA ZARIN	July 21, 1948
ROBIN SUE LANDSBURG	January 15, 1951
SAMUEL SCHWARTZ	June 8, 1953
A. JONATHAN SCHWARTZ	August 5, 1970

The terms "my child" and "my children" as used in this Will shall refer to the aforementioned children. The term "descendants" as used in this Will shall mean the blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted who was a minor at the date of adoption, that child or his descendants shall be considered as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

SECOND: BEQUESTS

2.1 Written Directions. I may leave one or more written directions disposing of items of personal and household articles. Each shall be effective only if (i) executed by me with all the formalities of a deed (i.e., witnessed and notarized), and (ii) delivered to the Trustees of the trust referred to in ARTICLE THIRD hereof prior to my death. Each may be dated before or after the date of this Will, but none shall be effective insofar as I have expressly revoked it by a similarly executed and delivered written instrument. If such a direction exists, (i) it shall be given effect as though its provisions were written here (in this Section) in this Will, and (ii) it shall take precedence over any contrary disposition of the same item or items of property in this Will (or in any Codicil hereto, unless such Codicil expressly overrides such direction). If there be more than one such unrevoked direction, to the extent they are in conflict, the one bearing the most recent date shall control.

2.2 Personal and Household Articles Not Subject to Written Directions. Subject to the foregoing provisions of Section 2.1, I give my jewelry, clothing, household furniture and furnishings, personal automobiles, and any other tangible articles of a personal nature; or my interest in any such property, not otherwise specifically disposed of by this will, or in any other manner, together with any insurance on the property, to my descendants who survive me, per stirpes, such descendants to make their shares as they shall agree. My Executor shall represent any beneficiary under age 18 in matters relating to any distribution under this Section 2.2, including selection of the assets that shall constitute that beneficiary's share, and my Executor in my Executor's discretion sell for the beneficiary's account any part of the beneficiary's share. Any property or its proceeds distributable to a beneficiary under age 18 pursuant to this Section 2.2 may be delivered without bond to any suitable person with whom the beneficiary resides or who has care of the beneficiary.

I direct that the expense of packing, shipping and delivering such property to said legatee, at said legatee's

Testator's Initials

MIS

residence or place of business, shall be paid by my Executor as an administration expense of my estate.

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

2.4 Landsburg Grandson's Gift. I hereby give, devise and bequeath the total sum of one hundred eighty thousand dollars (\$180,000.00); forty five thousand dollars (\$45,000.00) each to the following of my grandchildren upon my death in recognition of my appreciation and pride that I experienced upon hearing each of the following grandchildren chant a portion of the Torah at Benjamin Landsburg's Bar Mitzvah: Michael Landsburg; Zachary Landsburg; Benjamin Landsburg; Joshua Landsburg.

2.5 Distribution of Trust Assets of THE MILTON I. SCHWARTZ 1991 IRREVOCABLE TRUST. I created THE MILTON I. SCHWARTZ 1991 IRREVOCABLE TRUST on August 21, 1991 (herein, "MIS 1991 Trust"), which presently owns the home in which I reside commonly known as 2120 Silver Avenue, Las Vegas, Nevada (herein, the "home"). Under the terms of the MIS 1991 Trust, if I should die prior to the 13 years and 7 month term, I give, devise and bequeath the home to my wife, ABIGAIL SCHWARTZ, if she survives me, provided that she is married to and living with me at the time of my death.

2.6 Frances A. Martel. I hereby direct my Executor or the Successor-Trustee of the Milton I. Schwartz Revocable Family Trust, dated January 29, 1986 (herein, my "Executor") as the case may be, to give, devise and bequeath the sum of one thousand dollars (\$1,000.00) per month, each month, to Frances A. Martel (herein, "Martel") for so long as she shall live.

2.7 Termination of Gifts. I hereby terminate and revoke any gift to the following: Las Vegas Jewish Federation or any successor thereto; Las Vegas Jewish Federation Day School in Formation or any successor thereto. In the event that the revocation of these gifts in section 2.8 hereof shall be challenged in any way, I hereby give, devise and bequeath the sum of one dollar only (\$1.00) to each organization.

THIRD: RESIDUARY BEQUESTS

3.1 Residue to Trust. I give, devise and bequeath the residue of my estate to A. JONATHAN SCHWARTZ as Successor-Trustee, or any successor Trustees, of the trust designated as "THE MILTON I. SCHWARTZ REVOCABLE FAMILY TRUST" established January 29, 1986 and amended earlier today, of which I am the Grantor and the original Trustee. I direct that the residue of my estate shall be added to, administered and distributed as part of that trust, according to the terms of that trust and any amendments made to it before my death. To the extent permitted by law, it is not my intention to create a separate trust by this Will or to subject the trust or the property added to it by this Will to the jurisdiction of the Probate Court.

3.2 Incorporation by Reference. If the disposition in Section 3.1 is not operative or is invalid for any reason, or if the trust referred to in that Section fails or has been revoked, then I hereby incorporate by reference the terms of that trust, including any amendments thereto, and I give, devise and bequeath the residue of my estate to the Trustee named therein as Trustee, to be held, administered and distributed as provided in that instrument.

Testator's Initials

MS

FOURTH: EXECUTOR

4.1 Appointment of Executor. I nominate, constitute and appoint A. JONATHAN SCHWARTZ, or in the event of his death, Robin Sue Landsburg, as Executor of this Will. If both shall for any reason fail to qualify or cease to act as such Executor, then I nominate Eileen Joanna Zarin as Executor in their place and stead. The term "my Executor" as used in this Will shall include any personal representative of my estate.

4.2 Waiver of Bond. No bond shall be required of any Executor nominated in this Will.

4.3 Appointment of Ancillary Fiduciaries. Should ancillary administration be necessary or advantageous in any jurisdiction and should my Executor be unable and or unwilling to act as my ancillary fiduciary, I nominate, constitute and appoint as ancillary fiduciary such qualified person or trust institution as my Executor shall from time to time designate (with retained right of removal) in a writing filed in the court having ancillary jurisdiction. Furthermore, all my ancillary fiduciaries shall at all times be subject to the directions of my Executor and the residuary estate of each ancillary administration shall be transmitted to my Executor as promptly as possible.

4.4 Election of Simplified Unsupervised Administration. If independent administration without certain court proceeding and supervision is to any extent permitted under the laws of any jurisdiction in which any part of my estate is being administered, I hereby elect such simplified mode(s) of administration and direct, to the greatest extent possible, settlement of my estate without the intervention of or accountings to any courts.

4.5 General Powers. In addition to, and not in limitation of the Executor's common law and statutory powers, and without order or approval of any court, I give and grant to my Executor the rights and powers to take any action desirable for the complete administration of my estate, including the power to determine what property is covered by general descriptions contained in this Will, the power to sell on behalf of my estate, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to such confirmation of court as may be required by law.

4.6 Power Regarding Tax Returns. My Executor is authorized to file an income tax return for me and to pay all or any portion of the taxes due thereon. If any additional assessment shall be made on account of any income tax return which I have filed, my Executor is authorized to pay the additional assessment. The exercise of authority hereunder by my Executor shall be conclusive and binding on all persons.

4.7 Power to Make Tax Elections. My Executor has the authority to make the following choices

- (a) Elect any valuation date for purposes of federal estate tax permitted by law which my Executor deems to be to the best advantage of the family considered as a whole rather than the advantage of those interested only in my estate, even to the extent of making the election in such a way that the federal estate tax is greater rather than less a result of such election, provided that in my Executor's discretion such is likely to be for the best advantage, present and future, of the family taken as a whole.
- (b) Choose the methods of payment of federal estate taxes or state estate or inheritance taxes.
- (c) Determine whether any or all of the expenses of administration of my estate shall be used as federal estate tax deductions or as federal income tax deductions. No beneficiary under this Will shall have any right to recoupment or restoration of any loss the beneficiary suffers as a result of the use of such deduction for one or the other of these purposes.
- (d) Join with my spouse or the estate of my spouse in filing a joint income or gift tax return or returns for any arrears for which I have not filed returns prior to my death.
- (e) Consent that any gifts made by me or my spouse have been made one-half by me and one-half by my spouse for gift tax purposes even though these actions may subject my estate to additional tax liabilities.

Testator's Initials JS

- (f) Allocate in my Executor's sole discretion, any portion of my exemption under Sec. 2631(a) of the Internal Revenue Code, as amended, to any property as to which I am the transferor, including any property transferred by me during life as to which I did not make an allocation prior to my death.
- (g) Exercise any other options or elections afforded by the tax law of the United States or of any other jurisdiction. My Executor may exercise this authority in my Executor's sole discretion; regardless of any other provisions in this Will or the effect on any other provisions of this Will or the effect on any person interested in my estate. No beneficiary under this Will shall be entitled to a compensating adjustment even though the exercise of these tax powers affects the size or composition of my estate or of any disposition under this Will. The determination of my Executor with respect to the exercise of the election shall be conclusive upon all affected persons.

4.8 Power to Select Property to be Distributed. I authorize my Executor, on any preliminary or final distribution of property in my estate, to partition, allot, and distribute my estate in kind, including undivided interests in my estate or any part of it, or partly in cash and partly in kind, or entirely in cash, in my Executor's absolute discretion. Any distribution or division in kind may be made on a proportionate or a non-proportionate basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market values.

4.9 Power to Employ. My Executor may employ and compensate from my estate accountants, brokers, attorneys, investment advisors, custodians and others whose services are, in my Executor's discretion, necessary or convenient to the administration of the estate created herein. My Executor is expressly authorized to employ and compensate any firm with which my Executor may be associated to perform any services that are in my Executor's opinion necessary or convenient to the administration of my estate.

4.10 Continuance of Business. (a) I further authorize my Executor either to continue the operation of any business belonging to my estate for such time and in such manner as my Executor may deem advisable and for the best interests of my estate, or to sell or liquidate the business at such time and on such terms as my Executor may deem advisable and for the best interests of my estate. Any such operation, sale, or liquidation by my Executor in good faith, shall be at the risk of my estate and without liability on the part of my Executor for any resulting losses.

4.10 (b) In connection with the business interests known as Nevada Yellow Cab Corporation, Nevada Checker Cab Corporation, Nevada Star Cab Corporation, Besdew Limited Partnership, National Automotive, Ltd., Star Limousine, L.L.C. and all affiliates and related entities, and any successor companies thereto, and all real estate related thereto (herein "YCS"); as well as the real property commonly known as Jennifer Park, Jonathan Park, Michael Park, as well as any other real estate held by the Grantor's estate or real estate or investments invested in as proceeds from the sale of these properties; any investments whether equities, stocks, bonds, limited partnerships, cash or investments invested in as proceeds from the sale of these investments (herein, "investments"); the management of Americab, Roland Garage, all affiliates and related entities (herein "Americab"), and all related real estate and any successor companies thereto or companies or investments, invested in as proceeds from the sale of Americab; as well as any other real estate or businesses of which the Grantor or his estate held or holds an interest in, the Grantor specifically nominates, constitutes and appoints his son, Executor, and Trustee, A. JONATHAN SCHWARTZ (herein, "JONATHAN"), to serve and represent his, his family's, estate's and Revocable Trust's interests, with respect thereto. A. JONATHAN SCHWARTZ is fully familiar with the details of these business interests and most capable of continuing the management of their affairs. Insofar as the Grantor has personally performed management duties and functions in the past, represented his or his family's interest at Board Meetings, TSA or TA Meetings, JONATHAN is hereby designated to continue in those capacities subject to the following conditions:

4.10 (c) In connection with management duties performed by A. JONATHAN SCHWARTZ for the Grantor, the Grantor's estate and Revocable Trust's interest in YCS and any successor companies thereto, and all real estate related thereto; A. JONATHAN SCHWARTZ shall receive a ninety three thousand eight hundred forty six (\$93,846.00) annual salary, increased by 2% each year (herein, "YCS Salary"). The YCS Salary shall be paid from a combination of both the Payroll and Director's Fees customarily received by the Grantor during his life. Furthermore, A. JONATHAN SCHWARTZ shall receive any medical insurance or other benefits as a Director of YCS as the Grantor received during his lifetime.

Testator's Initials LSH

4.10 (d) JONATHAN'S management, control and decision making authority of YCS shall be limited only by the following: In the event that the primary assets of YCS (the taxicab and transportation operations) are to be sold, in order to provide consent to such a sale, JONATHAN must receive two additional votes of the Grantor's three remaining children or their representatives.

4.10 (e) Notwithstanding any provision herein contained to the contrary, all stock held or managed by Milton I. Schwartz at the time of his death or held in the Milton I. Schwartz Revocable Family Trust (January 29, 1986) in YCS, shall continue to be held, after Milton I. Schwartz's death, in the name of the Milton I. Schwartz Revocable Family Trust (January 29, 1986), A. Jonathan Schwartz, Trustee. JONATHAN'S duties as described within this section 4.02 shall continue for his lifetime or permanent disability.

4.10 (f) Notwithstanding any provision herein contained to the contrary, to the extent that the primary assets of YCS are sold, comprised of the entity names and transportation operations so that there are no further operations of YCS or its successors, and if the sales proceeds are distributed out to the respective owners of YCS, the Trustee shall distribute out said sales proceeds to each of the four family units as to twenty-five percent (25%) to each family unit.

4.10 (g) JONATHAN'S management, control and decision making authority on behalf of my estate's interest in YCS shall be limited only by the following: In the event that the primary assets of YCS (the taxicab and transportation operations) are to be sold, in order to provide consent to such a sale, JONATHAN must receive two additional votes of my three remaining children or their representatives.

4.10 (h) With regard to the management of Jennifer Park, Jonathan Park and all other income producing properties in which I or my estate holds an interest, JONATHAN shall receive a management fee in the amount of three percent (3%) of the annual base rent generated by the respective property, as he has received during my life, for property management services.

4.10 (i) In connection with JONATHAN'S property management services of the property commonly known as Michael Park, JONATHAN shall receive monthly compensation of one thousand six hundred sixty seven dollars (\$1,667.00) as he has received during my life.

4.10 (j) JONATHAN shall serve as President of Americab, Roland Garage, all affiliates and related entities (herein, "Americab"), and all related real estate and any successor companies thereto or companies or investments, invested in as proceeds from the sale of Americab.

4.11 Distribution to Minors. In the event any person entitled to receive distributions hereunder shall be a minor, or an incompetent, the distributions to that person shall be to the natural guardian of the legally appointed guardian, conservator or other fiduciary of the person or estate of that person (including, but not limited to, a custodian for the beneficiary under the Uniform Transfers to Minors Act in the state in which the beneficiary or custodian resides or any other state of competent jurisdiction), to be held and used exclusively for the benefit of that person. My Executor shall not be required to see to the application of any funds so paid or applied and the receipt of that guardian, conservator or other fiduciary of the person or estate of that person shall be complete acquittance of my Executor.

4.12 Power to Disclaim. My Executor is authorized to disclaim all or any portion of any bequest, devise or trust interest provided for me under any will or trust instrument. In particular, I authorize my Executor to exercise this authority in order to obtain advantageous results considering, in the aggregate, the taxes to be imposed on my spouse's estate and mine, even though this may cause some beneficiaries of my estate to receive less than they would otherwise have received.

4.13 Power to Transact with Trusts. My Executor is hereby authorized to purchase any property, and to make loans and advances, or to otherwise deal with, the Trustee of any trust, including, but not limited to, trusts wherein the Executor and Trustee shall be the same parties.

FIFTH: TESTAMENTARY DECLARATIONS

5.1 Revocation of Spouse's Right to Receive Annuity Payments. Pursuant to the provisions of Section 4.01 of each of THE ROBIN SUE LANDSBURG 1993 RETAINED ANNUITY TRUST, THE EILEEN JOANNA ZARIN 1993 RETAINED ANNUITY TRUST, THE SAMUEL SCHWARTZ 1993 RETAINED ANNUITY TRUST and THE

Testator's Initials ledg

A. JONATHAN SCHWARTZ 1993 RETAINED ANNUITY TRUST, my wife has the right to receive certain annuity payments, subject to my power of revocation. I hereby revoke my wife's right to receive any such annuity payments.

5.2 Non-exercise of Powers of Appointment. I refrain from exercising any testamentary power of appointment that I may have at the time of my death.

5.3 Presumption of Survivorship. For purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within 90 days' after my death.

5.4 Confirmation of Gifts. I hereby ratify and confirm all gifts made by me prior to my death, and I direct that none of those gifts should be deemed or construed to be an advancement to any beneficiary nor shall any gift be taken into account in the settlement of my estate.

5.5 Premarital Agreement. On January 26, 1993 I entered into a Premarital Agreement with my wife. I have made provisions in the trust referred to in ARTICLE THIRD hereof to carry out the provisions of said Agreement. I hereby direct my Executor to take any further actions necessary or appropriate to carry out the terms of said Agreement. I hereby instruct my representatives to fulfill the terms and provisions of the Premarital Agreement in lieu of any other bequests or legacies to Abigail Schwartz, only to the extent agreed to in writing by Abigail Schwartz and myself, or as ordered in a judgment of a court of competent jurisdiction. Abigail Schwartz shall have no further interest in my estate, Will or trusts.

5.5 (b) Abigail Schwartz Outstanding Loan. As of January 7, 2004, an outstanding Promissory Note (herein, the "Note") existed between my wife and myself whereby my wife owes me or my estate two hundred thirty thousand dollars (\$230,000.00). To the extent that any balance is left remaining on the Note at the time of my death, any amounts to be paid to my wife from my estate, in accordance with our Premarital Agreement, shall be reduced by the amount of the balance on the Note.

SIXTH: MISCELLANEOUS

6.1 Incontestability. In the event any person authorized to receive any property hereunder commences, prosecutes, promotes, intervenes in, contributes to or voluntarily participates in, directly or indirectly, or counsels or aids any other person to commence, prosecute, promote, intervene in, contribute to or voluntarily participate in, directly or indirectly, any proceeding or action in any court, agency, tribunal or other forum wherein the person authorized to receive property, or the counseled person (1) seeks to void, nullify or set aside all or any part of my Will; (2) seeks to void, nullify or set aside any trust of which I am a grantor or trustee, or both; or (3) makes a claim which is based upon any alleged act or omission by me, individually, or in my capacity as trustee, executor, partner, officer or director, or in any other capacity; or (4) directly or indirectly contests or calls into question the discretionary decisions of the Executor or Trustee hereunder, then I revoke any share or interest in my estate given under this Will or in the trust referred to in ARTICLE THIRD hereof to the person making the claim, to the counseling person, and to the descendants of each of them, and such share or interest shall be immediately disposed of by termination of the appropriate trust or trust or otherwise, as if such claimant or counseling person had predeceased me without descendants. This provision shall remain in effect from my death until no trust under the trust referred to in ARTICLE THIRD hereof is in existence, whether or not the administration of my estate has been completed. If any provision of this Article is held to be unenforceable or void for any reason, the remaining provisions shall be fully effective.

6.2 Tax Contribution. I direct that every specific and general gift, devise or bequest given under this Will or any Codicil hereto shall be delivered free of all estate and inheritance taxes and that such taxes be paid out of the residue of my estate. I further direct that no legatee, devisee or beneficiary hereunder, or beneficiary under any of my life insurance policies, or any surviving joint tenant, or any trustee of any private trust of mine which shall be in existence at the time of my death, shall be called upon to make any contributions toward the payment of any estate or inheritance taxes.

6.3 No Interest on Specific Bequests. I direct that no interest be paid on any specific bequest herein.

Testator's Initials

WJS

6.4 Severability If any part or parts of this Will shall be invalid, illegal or inoperative, it is my intention that the remaining parts shall stand and be effective and operative.

6.5 Gender and Number. As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.6 Headings. The headings, titles and subtitles in this Will have been inserted for convenient reference, and shall be ignored in its construction.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February

2004.

Milton I. Schwartz
MILTON I. SCHWARTZ

On the date last above written, MILTON I. SCHWARTZ declared to us that the foregoing instrument, consisting of seven (7) pages, including the affidavit signed by us as witnesses, was his Will dated January __, 2004, and requested us to act as witnesses to it. He thereupon signed this Will in our presence all of us being present at the same time. We now at his request, in his presence, and in the presence of each other, subscribe our names as witnesses.

[Signature]
Residing At:

1465 Verde Triandos Dr.
Henderson, NV 89012

Beverley J. Jones
Residing At:

1511 Surf Drive
Henderson, NV 89015

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

Then and there personally appeared the within named Richard B. Newman and Beverley J. Jones who, being duly sworn, depose and say:

That they witnessed the execution of the within Will of the within named Testator, MILTON I. SCHWARTZ; that the Testator subscribed the Will and declared the same to be his Will in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; that the Testator at the time of the execution appeared to be of full age and of sound mind and memory and under no constraint; and that they make this Affidavit at the request of the Testator.

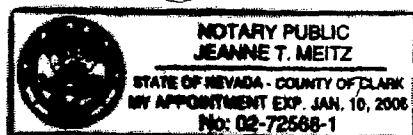
[Signature]

Beverley J. Jones

SUBSCRIBED and SWORN to before me

This 5th day of January, 2004.

Jeanne T. Meitz
Notary Public



EST-00096

Exhibit 24

**CONFIDENTIAL
TO BE SUBMITTED TO THE COURT
FOR
IN CAMERA REVIEW**

Exhibit 24

Exhibit 25

**CONFIDENTIAL
TO BE SUBMITTED TO THE COURT
FOR
IN CAMERA REVIEW**

Exhibit 25

Exhibit 26

001787

001787

Exhibit 26

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings



Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

OFFICE OF THE
SECRETARY OF STATE

LIONEL, SAWYER & COLLINS

Job: C20130412-0697

April 12, 2013

Special Handling Instructions:

C20130412-0697

DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE

SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED

EMAILED RMICHIE@LIONELSAWYER.COM 4/12/13 FAB

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00003876091-74		30	\$2.00	\$60.00
Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
24-HR Copy Expedite	00003876091-74		1	\$125.00	\$125.00
Total					\$215.00

Payments

Type	Description	Amount
Billed	750046	\$215.00
Total		\$215.00

Credit Balance: \$0.00

Job Contents:

NV Corp Certified Copy Request Cover 1
Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

April 12, 2013

Job Number: C20130412-0697
Reference Number: 00003876091-74
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C1073-1980-001	Articles of Incorporation	6 Pages/1 Copies
C1073-1980-003	Amendment	4 Pages/1 Copies
C1073-1980-005	Amendment	3 Pages/1 Copies
C1073-1980-007	Amendment	1 Pages/1 Copies
C1073-1980-008	Amendment	1 Pages/1 Copies
C1073-1980-010	Amendment	1 Pages/1 Copies
C1073-1980-012	Amendment	1 Pages/1 Copies
20070003515-43	Annual List	1 Pages/1 Copies
20080084895-54	Annual List	1 Pages/1 Copies
20080195694-74	Amendment	2 Pages/1 Copies
20080586063-38	Amended List	1 Pages/1 Copies
20090255488-73	Annual List	1 Pages/1 Copies
20100102296-53	Annual List	1 Pages/1 Copies
20110048708-01	Annual List	2 Pages/1 Copies
20120024437-45	Annual List	2 Pages/1 Copies
20120851508-32	Annual List	2 Pages/1 Copies

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

Certified By: F Lincoln
Certificate Number: C20130412-0697
You may verify this certificate
online at <http://www.nvsos.gov/>

Mar-21-08 02:28pm From: LOURIE & CUTLER, PC

617-742-5720

T-154 P.03/04 F-375



ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 6708
Website: secretaryofstate.biz

Filed in the office of	Document Number
<i>[Signature]</i>	20080195694-74
Ross Miller	Filing Date and Time
Secretary of State	03/21/2008 11:20 AM
State of Nevada	Entity Number
	C1073-1980

Nonprofit Amendment (After First Meeting)

(PURSUANT TO NRS 81 AND 82)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nonprofit Corporations (NRS Chapters 81 and 82 - After First Meeting of Directors)

1. Name of corporation:

The Milton I. Schwartz Hebrew Academy

2. The articles have been amended as follows (provide article numbers, if available):

Article I is hereby deleted in its entirety and replaced with the following: "This Corporation shall be known in perpetuity as 'The Dr. Miriam and Sheldon G. Adelson Educational Institute'."

See attachment for additional amendments.

3. The directors (or trustees) and the members, if any, and such other persons or public officers, if any, as may be required by the articles have approved the amendment. The vote by which the amendment was adopted by the directors and members, if any, is as follows: directors 11 and members N/A. *

4. Officer Signature (Required):

X

[Signature]
Signature

Chairman
Title

*A majority of a quorum of the voting power of the members or as may be required by the articles, must vote in favor of the amendment. If any proposed amendment would alter or change any preference or any relative or other right given to any class of members, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of a majority of a quorum of the voting power of each class of members affected by the amendment regardless of limitations or restrictions on their voting power. An amendment pursuant to NRS 81.210 requires approval by a vote of 2/3 of the members.

FILING FEE: \$50.00

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 208-01-002 June 2007
Revised 06/01/07

EST-00250

Exhibit 27

001793

001793

Exhibit 27

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3
4 In the Matter of the Estate of)

5 MILTON I. SCHWARTZ,)

CASE NO.:

) PO61300

6 Deceased)

7)
8
9
10
11
12
13 DEPOSITION OF SUSAN PACHECO

14 LAS VEGAS, NEVADA

15 FRIDAY, MARCH 6, 2015

16
17
18
19
20
21
22
23
24 REPORTED BY: KAREN L. JONES, CCR NO. 694, CSR 9464

25 JOB NO.: 239421

SUSAN PACHECO - 03/06/2015

<p style="text-align: right;">Page 30</p> <p>1 A. Yes.</p> <p>2 Q. And maintaining those files?</p> <p>3 A. Yes.</p> <p>4 Q. Did you share that responsibility with</p> <p>5 anybody else?</p> <p>6 A. I did during certain years.</p> <p>7 Q. Do you recall those years? You can give</p> <p>8 me approximate numbers?</p> <p>9 A. I got an assistant in the '90s.</p> <p>10 Q. What was the name of that assistant?</p> <p>11 A. I've had several. I currently have two.</p> <p>12 Q. In the 1990s, do you recall the name</p> <p>13 of -- well, how many assistants did you have in the</p> <p>14 1990s?</p> <p>15 A. Well, they were high school girls and</p> <p>16 they worked after school, and I would have them for</p> <p>17 maybe one or two years and then they went on with</p> <p>18 their lives. I can see them. Dawn, Rachel, Megan.</p> <p>19 There's two other girls I can see. I can't remember</p> <p>20 their name. Mary.</p> <p>21 Q. So there was several?</p> <p>22 A. There was several.</p> <p>23 Q. Did any of the assistants, to your</p> <p>24 knowledge, did they ever take any files home with</p> <p>25 them?</p>	<p style="text-align: right;">Page 32</p> <p>1 to approximately 1990?</p> <p>2 A. Correct.</p> <p>3 Q. Is that correct?</p> <p>4 A. Uh-huh.</p> <p>5 Q. Does that refresh your recollection?</p> <p>6 A. Yes.</p> <p>7 MR. COUVILLIER: Do you want a copy of</p> <p>8 that.</p> <p>9 MR. LUSZECK: Sure. Just an objection</p> <p>10 to the fact I think she responded to that question</p> <p>11 correctly without looking at the declaration.</p> <p>12 MR. COUVILLIER: I was just trying to</p> <p>13 give her the dates.</p> <p>14 MR. LUSZECK: Gotcha.</p> <p>15 BY MR. COUVILLIER:</p> <p>16 Q. What were your responsibilities as the</p> <p>17 acting secretary for the board?</p> <p>18 A. I took the minutes of the meeting.</p> <p>19 Q. Any other duties?</p> <p>20 A. No.</p> <p>21 Q. And in taking the minutes of the board</p> <p>22 meetings, you had to ensure that the minutes were</p> <p>23 accurate and fully reflected the decisions of the</p> <p>24 board; is that correct?</p> <p>25 A. Correct.</p>
<p style="text-align: right;">Page 31</p> <p>1 A. No.</p> <p>2 Q. And were part of your responsibilities</p> <p>3 training them to file and do the work around the</p> <p>4 office?</p> <p>5 A. Yes.</p> <p>6 Q. And as part of that training, was there</p> <p>7 any protocol that would prohibit them from taking</p> <p>8 any files home or documents home with them?</p> <p>9 A. Yes.</p> <p>10 Q. Now, you were also secretary of the</p> <p>11 school board of trustees; is that correct?</p> <p>12 A. I was acting secretary.</p> <p>13 Q. And I'm not -- I'm going back through</p> <p>14 your declaration and I can show you that to refresh</p> <p>15 your recollection. I won't introduce it an exhibit,</p> <p>16 but I'll note it on the record.</p> <p>17 So here is, Ms. Pacheco, your</p> <p>18 declaration and it's dated the 20th day of May of</p> <p>19 2014. Do you recognize this document?</p> <p>20 A. Yes.</p> <p>21 Q. Is that your signature there on the last</p> <p>22 page, at page 4?</p> <p>23 A. Yes, it is.</p> <p>24 Q. And do you see on paragraph 4, it states</p> <p>25 that you were the acting secretary from about 1988</p>	<p style="text-align: right;">Page 33</p> <p>1 Q. And you also had to ensure that the</p> <p>2 minutes accurately reflected the actions taken by</p> <p>3 the board, correct?</p> <p>4 A. Correct.</p> <p>5 Q. You also had to ensure that the minutes</p> <p>6 accurately reflected the items that were considered</p> <p>7 by the board, correct?</p> <p>8 A. Correct.</p> <p>9 Q. Do you have any reason to believe that</p> <p>10 any of the minutes that you took during your tenure</p> <p>11 as acting secretary were not accurate?</p> <p>12 A. No.</p> <p>13 Q. Has anybody ever told you that any of</p> <p>14 the minutes that you took were not accurate?</p> <p>15 A. No.</p> <p>16 Q. Let's go to Exhibit No. 4. And these</p> <p>17 are the August 14th, 1989, minutes, correct?</p> <p>18 A. Correct.</p> <p>19 Q. And is that your signature there at the</p> <p>20 bottom?</p> <p>21 A. Yes.</p> <p>22 Q. And that's when you were previously</p> <p>23 known as Susan Mcgarraugh, right?</p> <p>24 A. Mcgarraugh.</p> <p>25 Q. Mcgarraugh. And this document states</p>

SUSAN PACHECO - 03/06/2015

Page 34

1 that Mr. Schwartz was present at the meeting,
 2 correct?
 3 A. Yes.
 4 Q. Do you have any reason to believe that
 5 he was not present at this meeting?
 6 A. No.
 7 Q. Do you believe that these minutes
 8 reflected on Exhibit 4 are accurate?
 9 A. Yes.
 10 Q. Do you believe that these minutes
 11 accurately reflect the board discussions on that
 12 day?
 13 A. Yes.
 14 Q. Do you believe that these minutes on
 15 Exhibit 4 accurately reflect the board's actions on
 16 that day?
 17 A. Yes.
 18 Q. Do you have any reason to believe that
 19 any of the items stated on these minutes or that
 20 these minutes are not accurate?
 21 A. No.
 22 Q. Now, let me have you look at the full
 23 paragraph No. 3 in Exhibit 4 that begins "George
 24 Rudiak." Do you find that?
 25 A. Yes.

Page 35

1 Q. The second full sentence begins with, "A
 2 letter should be written to Milton I. Schwartz
 3 stating that the Academy will be named after him."
 4 Do you read that?
 5 A. Yes, I do.
 6 Q. What did the "Academy" refer to?
 7 A. The Hebrew Academy at that time.
 8 Q. And what was your understanding of what
 9 the Hebrew Academy at that time was.
 10 A. The Hebrew Academy, the school.
 11 Q. Do you recall what the name of the
 12 corporation was that operated the school known as
 13 the Hebrew Academy?
 14 A. The Hebrew Academy.
 15 Q. That was the name of the corporation?
 16 A. Uh-huh.
 17 Q. And so we have the corporation known as
 18 the Hebrew Academy and the school is also known as
 19 the Hebrew Academy?
 20 A. Correct.
 21 Q. And so let me reask the question again
 22 because I want to make sure that's stated for the
 23 record accurately.
 24 What does the word "Academy," then,
 25 refer to in this Exhibit 4 in paragraph 3?

Page 36

1 A. The Hebrew Academy.
 2 Q. The school or the corporation?
 3 A. Both.
 4 Q. Now, aside from Exhibit No. 2, are you
 5 aware of any other documents from 1989 which discuss
 6 naming the academy as the Milton I. Schwartz Hebrew
 7 Academy?
 8 A. From 1989 you're asking from?
 9 Q. Yes, Ms. Pacheco.
 10 A. Not off the top of my head, I don't
 11 recall.
 12 MR. LUSZECK: In addition to what she's
 13 previously testified to?
 14 MR. COUVILLIER: Right, and the
 15 documents that she brought.
 16 MR. LUSZECK: She previously testified,
 17 though, that she believed there was articles of
 18 incorporation and bylaws.
 19 THE WITNESS: Right. Those were 1990,
 20 but correct.
 21 BY MR. COUVILLIER:
 22 Q. Has Mr. Jonathan Schwartz ever asked you
 23 to provide Mr. Luszeck or Mr. Luszeck's office with
 24 documents?
 25 A. Yes.

Page 37

1 Q. And when was the first time that he
 2 requested that you do that, that you recall?
 3 A. Oh, gosh. I don't know. I don't
 4 recall.
 5 Q. Have you provided Mr. Luszeck and his
 6 office any documents?
 7 A. Yes.
 8 Q. And the documents that you've provided
 9 concern the school?
 10 A. Yes.
 11 Q. Are there any documents that concern the
 12 school that you have not provided to Mr. Luszeck or
 13 his office?
 14 A. I have files, I did not copy every piece
 15 of paper in that file and provide that to the
 16 office. So, yes, there are documents that he does
 17 not have.
 18 Q. From those files, Ms. Pacheco, are there
 19 documents that would be responsive to the requests
 20 as per the subpoena in Exhibit 1 other than the
 21 documents that you brought here?
 22 A. Other than the documents that I've
 23 brought here and already provided to their office?
 24 Q. Right.
 25 A. Are there additional documents?

Exhibit 28

001797

001797

Exhibit 28

SUSAN PACHECO - 03/06/2015

<p style="text-align: right;">Page 14</p> <p>1 MR. COUVILLIER: Sure. 2 (A discussion is held off the record.) 3 MR. COUVILLIER: Back on the record. 4 Ms. Pacheco, you've handed me here a 5 document and we're going to have the court reporter 6 identify that as Exhibit No. 2. 7 (Exhibit 2 marked.) 8 BY MR. COUVILLIER: 9 Q. So the court reporter has marked the 10 document that you've handed over to me as Exhibit 11 No. 2 and it consists of two pages; is that correct? 12 A. Correct. 13 Q. The first page is a letter that has a 14 date of August 14th, 1989, and it's unsigned; is 15 that correct? 16 A. Correct. 17 Q. And then the second page of Exhibit 2 18 appears to be copies of three checks; is that 19 correct? 20 A. Correct. 21 Q. Let me have you look at the first page 22 of Exhibit No. 2. Where did you obtain that letter? 23 A. From my files. 24 Q. And are they your personal files or when 25 you say your files, what do you mean?</p>	<p style="text-align: right;">Page 16</p> <p>1 Q. Did Mr. Schwartz himself prepare the 2 letter? 3 A. He dictated it to me and I typed it. 4 Q. Was there anybody else present when he 5 dictated the letter to you? 6 A. Probably not. 7 Q. Why do you say that? 8 A. Because normally it was he and I in the 9 office, and in 1989, I don't remember the exact date 10 of August 14th, 1989, where I was sitting, so 11 probably not. 99.9 percent sure the answer is no 12 one else was there. 13 Q. And I understand it's been a while. So 14 I ask for just your best testimony and your best 15 recollection. 16 After Mr. Schwartz dictated the letter, 17 what did you do next? 18 A. Handed it back to him. 19 Q. And what did he do with the letter? 20 A. I don't recall. 21 Q. Did he ask you to do anything with the 22 letter? 23 A. I don't recall. 24 Q. Do you recall if you took -- if you made 25 copies of the letter?</p>
<p style="text-align: right;">Page 15</p> <p>1 A. The files that I keep at my office. 2 They're not personal. 3 Q. Where is your office located? 4 A. 6050 South Ft. Apache Road, Suite 200 A, 5 as in apple, Las Vegas, Nevada 89148. 6 Q. And why would you have a copy of this 7 letter in your files? 8 A. I kept -- I was Mr. Schwartz's personal 9 secretary and I kept all the documents that -- all 10 his documents that have to do with his businesses 11 and with the Milton I. Schwartz Hebrew Academy. He 12 also kept files. So I'm not going to say I kept 13 every single piece of paper. Let me clarify that. 14 Q. Besides yourself and Mr. Schwartz, do 15 you know anybody else that kept copies of his 16 files -- 17 A. No. 18 Q. -- regarding the school? 19 A. No. 20 Q. Do you know who prepared this letter? 21 A. Yes. 22 Q. Who prepared the letter? 23 A. Milton Schwartz. 24 Q. Do you know when he prepared it? 25 A. August 14th, 1989.</p>	<p style="text-align: right;">Page 17</p> <p>1 A. Yes. 2 Q. Do you recall what you did with those 3 copies? 4 A. I kept one and I don't recall the rest. 5 Q. How many copies of the letter do you 6 recall making? 7 A. I don't recall. 8 Q. Do you recall how many copies that you 9 gave Mr. Schwartz of the letter? 10 A. I don't recall. 11 Q. But you at least gave him one copy of 12 the letter? 13 A. Yes. 14 Q. And you don't recall what he did with 15 the letter? 16 A. Not specifically, no. 17 Q. Generally, do you? 18 A. No. I know that was a bad answer. No. 19 I don't recall. 20 Q. Did he discuss this letter with you 21 other than dictating it? 22 A. Yes. 23 Q. What did he say? 24 A. He said that -- I don't want to say it 25 the wrong way, but he said the school was going to</p>

Exhibit 29

001799

001799

Exhibit 29

Deposition of:

Tamar Lubin Saposhnik, Ph.D.

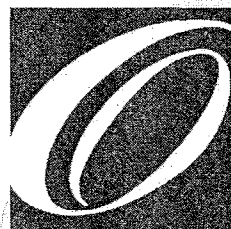
Volume I, Pages 1 - 93

Case:

In the Matter of the Estate of Milton I. Schwartz
07P061300

Date:

06/09/2016



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1 (Exhibit 4 marked for identification.)

2 BY MR. LeVEQUE:

3 Q. Okay. Showing you what's been marked as Exhibit 4
4 to your deposition, Doctor, do you see that this is a letter
5 dated August 30th, 1990?

6 A. Mm-hmm.

7 Q. Is that a yes?

8 A. Yes.

9 Q. And you see it's -- it's addressed to
10 Milton Schwartz?

11 Do you see that?

12 A. Correct.

13 Q. Do you also see at the bottom that the letter was
14 copied to you?

15 A. Yes.

16 Q. All right. And this letter states, "Please find
17 enclosed a copy of the certificate of amendment of the
18 articles of incorporation of The Hebrew Academy memorializing
19 the fact that the name of the school has now been changed to
20 the Milton I. Schwartz Hebrew Academy. As you" --

21 A. Correct.

22 Q. Oh. Let me finish.

23 A. Oh.

24 Q. "As you can see, the certificate has been filed in
25 the office of the Secretary of State as well as in the clerk's

1 office for Clark County."

2 Do you see that?

3 A. Yes.

4 Q. Okay. And do you see at the bottom of the letter,
5 it says "Enclosure as stated"?

6 A. Mm-hmm.

7 Q. Is that a yes?

8 A. Yes.

9 Q. Okay. And if you flip to the next page, do you see
10 the document titled "Certificate of amendment of the articles
11 of incorporation of The Hebrew Academy"? Do you see that? It
12 would be at the top of the document.

13 A. Yes.

14 Q. Okay. And you see two file stamps, one on the left
15 and one on the right?

16 A. Yes.

17 Q. Okay. And I'll direct you to paragraph 1 of this
18 amendment.

19 A. Yes.

20 Q. Actually, I'm sorry, paragraph 2.

21 A. Oh.

22 Q. It states "That On the 14th day of August 1989 at
23 a special meeting of the board of trustees of said
24 corporation, duly called and convened, at which a quorum for
25 the transaction of business was present, notice of said

1 meeting having been previously waived by the trustees of said
2 corporation in writing, the following resolution was adopted
3 by the board of trustees of said corporation."

4 Do you see that?

5 A. Yes.

6 Q. And at the time, were you on the board of trustees?

7 A. Yes.

8 Q. And do you recall being at the special meeting of
9 the board of trustees?

10 A. Yes.

11 Q. All right. And then it goes on to say it's
12 "Resolved that it is advisable and in the best interest of the
13 corporation that its articles of incorporation be amended by
14 changing the language of article I of said articles to read as
15 follows: Article I, this corporation shall be known as The
16 Milton I. Schwartz Hebrew Academy."

17 Do you see that?

18 A. Yes.

19 Q. Okay. Do you recall if it was a unanimous decision
20 by the board to change the name?

21 A. Yes.

22 Q. You recall it, yes?

23 A. Yes.

24 Q. And it was a unanimous decision?

25 A. It was unanimous, because I was -- I -- it would

1 stick in my mind if anybody would have said, No, I disagree.

2 Q. Okay.

3 MR. LeVEQUE: Five, please.

4 (Exhibit 5 marked for identification.)

5 BY MR. LeVEQUE:

6 Q. Okay. Do you know how the school is organized? And
7 when I say "organized," do you know if it's a corporation? if
8 it's a limited liability company? Do you know?

9 A. You're talking about now? Then?

10 Q. Then.

11 A. Then?

12 Q. Yeah.

13 A. How it was organized?

14 Q. Yes.

15 A. It was all legal, all legal papers. I mean...

16 Q. That was probably a bad question.

17 Let me take you back to Exhibit 4.

18 A. Okay. Yeah.

19 Q. Exhibit 4, page 2, we looked at it a few minutes

20 ago. It's the certificate amendment of the articles of

21 incorporation. And do you see at the top of the document, it

22 says the "Certificate of amendment of the articles of

23 incorporation of The Hebrew Academy, a Nevada nonprofit

24 corporation"?

25 Do you see that?

Exhibit 30

001805

001805

Exhibit 30

Deposition of:

Tamar Lubin Saposhnik, Ph.D.

Volume I, Pages 1 - 93

Case:

In the Matter of the Estate of Milton I. Schwartz
07P061300

Date:

06/09/2016



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1 A. Okay.

2 Q. Do you understand what a personal guarantee is on a
3 loan?

4 A. Of course.

5 Q. Okay. Do you have a recollection if Mr. Schwartz
6 personally guaranteed a construction loan by a bank for the
7 initial construction of the school?

8 A. I think so, yes.

9 Q. Okay.

10 (Off-the-record discussion.)

11 MR. LeVEQUE: We'll go off the record.

12 (Recess taken from 10:26 a.m. to 10:30 a.m.)

13 (Exhibit 6 marked for identification.)

14 BY MR. LeVEQUE:

15 Q. All right, Doctor. Showing you what's been marked
16 as Exhibit 6 to your deposition, do you recognize this
17 document?

18 A. Yeah.

19 Q. Okay. And what do you recognize it to be?

20 A. Well, it's a -- the bylaws for the name of Milton I.
21 Schwartz.

22 Q. All right. First page of Exhibit 6, do you see the
23 first article where it says "Article I, name and office"?

24 Do you see that?

25 A. Mm-hmm. Yes.

1 Q. And you see that it states "Name: The name of this
2 corporation is The Milton I. Schwartz" --

3 A. Yes.

4 Q. -- "Hebrew Academy" --

5 A. Mm-hmm.

6 Q. Let me finish. I'm sorry.

7 A. Okay.

8 Q. Open parentheses, "hereinafter referred to as The
9 Academy," close parentheses, "and shall remain so in
10 perpetuity"?

11 (Reporter interjection.)

12 BY MR. LeVEQUE:

13 Q. Do you see where I read that?

14 A. Yes.

15 Q. Okay. Now, is this bylaw consistent with your
16 understanding that Mr. Schwartz received in exchange for his
17 initial gift of \$500,000 the naming of the school rights to be
18 held --

19 A. Yes.

20 Q. -- in perpetuity?

21 MR. KEMP: Form.

22 THE WITNESS: Yes.

23 BY MR. LeVEQUE:

24 Q. Okay. And I believe you testified that your
25 understanding what perpetuity means is forever and ever?

1 MR. KEMP: Same objection.

2 THE WITNESS: Yes.

3 BY MR. LeVEQUE:

4 Q. I'm going to direct you to the last page of this
5 exhibit, which is page 9.

6 A. Yes.

7 Q. And you see that it's dated -- can you read the
8 date?

9 A. Yeah. 19th day of December, 1990.

10 Q. Okay. Can you find your signature in here?

11 A. Yes.

12 Q. Which one is it?

13 A. The bottom.

14 Q. So the signature on this document is your signature,
15 correct?

16 A. Yeah. It's my signature.

17 Q. All right. Let me ask you a hypothetical question.

18 Do you believe that if Mr. Schwartz did not make the
19 half-million-dollar gift that he made and that he did not
20 solicit the \$300,000 gift from Mr. Sogg --

21 A. Mm-hmm.

22 Q. -- do you believe that the school would have been
23 able to have been built on the loan that -- excuse me -- on
24 the land that was provided by the Howard Hughes Corporation?

25 MR. KEMP: Form. Foundation.

Exhibit 31

001810

001810

Exhibit 31

Deposition of:

Irving J. Steinberg

Case:

In the Matter of the Estate of Milton I. Schwartz
07P061300

Date:

06/14/2016



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1 just know that we terminated her, but I can't recall the
2 reason why.

3 Q. All right. There was a board meeting on
4 April 8th, 2003, as reflected in the minutes that were
5 produced by the school where Ms. Eloul was a -- a
6 representative attending on behalf of the school where
7 apparently, according to the minutes, she stated that we need
8 a high school and we are collapsing on the top because we do
9 not have a high school.

10 Do you remember that meeting?

11 MR. BLAKE: Object to the form of the question.

12 THE WITNESS: I don't recall the meeting exactly,
13 but I do know that it's not a strange statement that would
14 have come from her.

15 BY MR. LeVEQUE:

16 Q. Okay. How come?

17 A. Because she would have liked to have had a bigger
18 school to work with.

19 Q. Okay.

20 (Exhibit 5 marked for identification.)

21 BY MR. LeVEQUE:

22 Q. Okay. Mr. Steinberg, showing you what's been marked
23 to your deposition Exhibit 5 are more meeting minutes, this
24 time from the meeting on May 13th, 2003.

25 Do you recognize it as such?

1 A. Mm-hmm.

2 Q. Is that a yes?

3 A. Yes.

4 Q. Okay.

5 MR. BLAKE: Can I interrupt you? Sorry.

6 MR. LeVEQUE: Sure.

7 MR. BLAKE: Mine are April 8th. I have the
8 April 8th, 2003 minutes.

9 THE WITNESS: April 8th.

10 MR. LeVEQUE: Huh.

11 MR. BLAKE: I can share with the witness.

12 MR. LeVEQUE: May 13th. What's --

13 THE WITNESS: This is April 8.

14 MR. LeVEQUE: Okay. Let me take that one.

15 (Exhibit 5 withdrawn.)

16 (Exhibit 5 marked for identification.)

17 BY MR. LeVEQUE:

18 Q. Okay. This is the correct Exhibit 5, which should
19 be minutes from a board meeting on May 13th, 2003.

20 Do you see that?

21 A. Mm-hmm.

22 Q. Is that a yes?

23 A. Yes.

24 Q. Okay. If you go down to the middle of the page, you
25 see a sentence that begins "Victor met with the following

Exhibit 32

001814

001814

Exhibit 32

Deposition of:

Irving J. Steinberg

Case:In the Matter of the Estate of Milton I. Schwartz
07P061300**Date:**

06/14/2016



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1 with him, if I would say something that wasn't exactly
2 correct, he would change it. He would change it. This --
3 this is indicating that Adelson school is not the Adelson
4 campus or anything like that, has not formally been changed.
5 It's -- it's -- it has added in Summerlin, but we go back to
6 the original Milton I. Schwartz Hebrew Academy.

7 BY MR. LeVEQUE:

8 Q. So are you saying Mr. Chaltiel was a pretty precise
9 guy and --

10 A. Very, very precise.

11 Q. And if he sent this letter, do you think he would
12 make sure that what he was saying was accurate?

13 A. Yes.

14 (Exhibits 12 and 13 marked for identification.)

15 BY MR. LeVEQUE:

16 Q. Okay. Mr. Steinberg, you've just been handed two
17 exhibits; one is marked 12, the other is marked 13.
18 Exhibit 12, I'm going to have you look at first, and these are
19 more minutes, this time of a board meeting on May 9th, 2006.

20 Do you recognize it as such?

21 A. Yes.

22 Q. And then at the bottom of the chairman's report,
23 there is a minute that says, "Thanks to Milton, we received
24 the scholarship money from the Federation for the 2005-2006
25 year." (As read.)

Exhibit 33

001817

001817

Exhibit 33

Deposition of:

Dorit Schwartz

Case:

In the Matter of the Estate of Milton I. Schwartz
07P061300

Date:

06/28/2016



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1 the language of 4.i. This was seconded by Jill Hanlon
2 and the motion passed unanimously." Do you see where I
3 read that?

4 A. Yes.

5 Q. Okay. Do you recall voting in the affirmative
6 on the second motion?

7 A. I don't remember.

8 Q. All right. Any reason to dispute the minutes
9 that you voted on the second motion, as it's identified,
10 that the motion was passed unanimously?

11 MR. BLAKE: Object to form.

12 A. Are you waiting for me?

13 Q. Yes.

14 A. Oh, as it's written here, that's -- so I don't
15 remember, but if it's written here, then it's written
16 here.

17 Q. Okay.

18 THE REPORTER: This will be Exhibit 18.

19 (Exhibit 18 was marked.)

20 BY MR. LeVEQUE:

21 Q. Okay. Exhibit 18, Ms. Schwartz, is a
22 resolution that was produced by the school during
23 discovery in this case, and do you see that this
24 resolution is dated December 13, 2007?

25 A. Yes.

1 Q. And would you agree that it's the same date as
2 the date of the meeting held --

3 A. Yes.

4 Q. -- on December 13, 2007?

5 A. Yes.

6 Q. Okay. Would you agree with me then that this
7 is the resolution that was passed by the board during
8 the December 13, 2007, meeting?

9 MR. BLAKE: Objection. Foundation.

10 A. Yes.

11 Q. Okay. If you flip to the third page of this
12 document --

13 A. Uh-huh.

14 Q. -- do you see a bunch of signatures?

15 A. Yes.

16 Q. Do you recognize these signatures?

17 A. Not really, but, I mean --

18 Q. Let me ask you this: Is there any reason to
19 believe that any of these signatures are not authentic?

20 A. No.

21 MR. BLAKE: Objection to form.

22 A. No.

23 BY MR. LeVEQUE:

24 Q. If you go to the last page of this exhibit --

25 A. Yes.

Exhibit 34

001821

001821

Exhibit 34

DISTRICT COURT
CLARK COUNTY, NEVADA

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

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

CERTIFIED COPY

DEPOSITION OF SHELDON ADELSON

VIDEOTAPED

LAS VEGAS, NEVADA

FRIDAY, MAY 25, 2018

REPORTED BY:

CARRE LEWIS, CCR NO. 497, CSR NO. 13337

1 resolving to name the elementary school of the
2 Adelson School in honor of Milton I. Schwartz
3 forever?

4 A. That's what it reads.

5 Q. If Mr. Schwartz died in August, this would
6 be four months after his death; is that right?

7 A. If he died in August, 8 -- 12. Yes, four
8 months.

9 (Exhibit 12 marked.)

10 BY MR. LEVEQUE:

11 Q. Mr. Adelson, you mentioned a -- we talked
12 about an agreement your lawyers put together to make
13 sure that your gift followed certain terms and
14 conditions. I believe this is the document. If you
15 want to take a few minutes and read it so that we
16 are on the same page, please do so; otherwise, I can
17 start asking you questions.

18 MR. JONES: Take a moment, just look it
19 over.

20 THE WITNESS: I read it.

21 BY MR. LEVEQUE:

22 Q. All right. That last page, do you
23 recognize the signature who signed on behalf of the
24 school?

25 A. It looks like Victor's signature.

Exhibit 35

Exhibit 35

Deposition of:

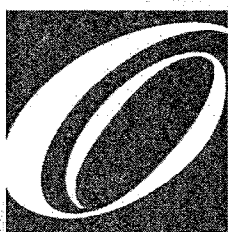
Paul Schiffman

Case:

In the Matter of the Estate of Milton I. Schwartz
07P061300

Date:

06/16/2016



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1 A. Yes.

2 THE REPORTER: Fifteen.

3 (Exhibit 15 was marked for identification.)

4 BY MR. LEVEQUE:

5 Q. The last exhibit we looked at talked about
6 Mr. Chaltiel being vested with authority to sign a
7 grant agreement with the charitable foundation. Do
8 you remember just going over that?

9 A. Yes.

10 Q. Okay. This document, 15, you see that it's a
11 letter agreement dated December 13, 2007, addressed to
12 Mr. Chaltiel from The Adelson charitable -- Adelson
13 Family Charitable Foundation. Do you see that?

14 A. Yes.

15 Q. If you flip to the last page of Exhibit 15,
16 you will see a signature at the bottom?

17 A. Yes.

18 Q. Is that Mr. Chaltiel's signature?

19 A. It is.

20 Q. And if you go down to the third paragraph of
21 page 1, it states:

22 "The Corporation agrees that the
23 Corporation, the campus, the high school, the
24 middle school and the classroom buildings
25 themselves will be named in perpetuity and

1 honor of Dr. Miriam Adelson and Sheldon G.
2 Adelson, with the exact names to be specified
3 by AFCEF."

4 Do you see that?

5 A. Yes.

6 Q. Do you understand that one of the things
7 Mr. Chaltiel was agreeing to was that the campus, the
8 high school, the middle school, and the classroom
9 buildings would be named in perpetuity and honor of
10 the Adelsons?

11 A. Yes.

12 Q. But it says nothing about the elementary
13 school, does it?

14 A. No.

15 MR. BLAKE: Can I stop you right there?
16 Mr. Schiffman wanted me to request a comfort break
17 about every 15 minutes. Is now a good time?

18 MR. LEVEQUE: Ten minutes.

19 (Recess taken.)

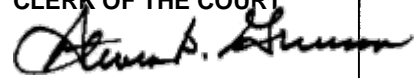
20 BY MR. LEVEQUE:

21 Q. Do you recall there being a time in 2008
22 where the board, specifically the executive committee,
23 decided to nominate my client, Jonathan Schwartz, to
24 be on the board?

25 A. Yes.

50

50



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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the Estate of:

MILTON I. SCHWARTZ,

Deceased

Case No.: P061300
Dept.: 26/Probate

**OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT REGARDING
STATUTE OF LIMITATIONS**

A. Jonathan Schwartz ("Executor" or "Jonathan"), Executor of the Estate of Milton I. Schwartz (the "Estate"), by and through his counsel, Alan D. Freer, Esq. and Alexander G. LeVeque, Esq., of the law firm of Solomon Dwiggins & Freer, Ltd., hereby submits his Opposition to Motion for Partial Summary Judgment Regarding Statute of Limitations (the "Opposition"). This Opposition is made and based upon the pleadings and papers on file in this action, the attached Memorandum of Points and Authorities, all attached exhibits, and any oral argument that this Honorable Court may entertain at the time of hearing.

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Memorandum of Points and Authorities

I. Introduction

The School is estopped from asserting the statute of limitations defense as a result of the School's own bad and misleading acts. Indeed, a review of the attached exhibits (which notably illustrate the existence of genuine issues of material fact precluding summary judgment) clearly preclude the School from raising the statute of limitations as a defense. The attached exhibits irrefutably demonstrate that the School intentionally represented to Jonathan as late, as December, 2011, that the School was still named the Milton I. Schwartz Hebrew Academy. Specifically, the School continued to solicit money from Jonathan and thank him for his donations payable to the Milton I. Schwartz Hebrew Academy using letterhead bearing the name "The Milton I. Schwartz Hebrew Academy." Examples of these misrepresentations include:

- (1) Letter from the School to Jonathan, dated April 12, 2008, bearing the name "The Milton I. Schwartz Hebrew Academy" on the letterhead, thanking Jonathan for his donation;
- (2) Letter from the School to Jonathan, dated May 28, 2008, bearing the name "The Milton I. Schwartz Hebrew Academy" on the letterhead, thanking Jonathan for his donation;
- (3) Envelope of letter sent to Jonathan, postmarked March 4, 2010, bearing the name "The Milton I. Schwartz Hebrew Academy;"
- (4) Envelope of letter sent to Jonathan, postmarked June 28, 2010, bearing the name "The Milton I. Schwartz Hebrew Academy;" and
- (5) Letter from the School to Jonathan, dated December 2, 2011, bearing the name "The Milton I. Schwartz Hebrew Academy" on the letterhead, thanking Jonathan for his donation.

These exhibits are the epitome of fraudulent concealment of the School's actions regarding the name change, and the School is estopped from asserting the statute of limitations as a defense to their own bad acts. *See, Smith v. Boyett*, 908 P.2d 508, 512 (Colo. 1995) (*en banc*) (stating that fraudulent concealment exception to a statute of limitations "embodies the common law concept that a wrongdoer should not be able to take advantage of his own wrongdoing."); *see also, Mills v. Forestex Co.*, 108 Cal.App.4th 625, 652, 134 Cal.Rptr.2d 273, 295-296 (Cal. Ct.

1 App. 2003) (stating “[o]ne cannot justify or equitably lull his adversary into a false sense of
 2 security, and thereby cause his adversary to subject his claim to the bar of the statute of
 3 limitations, and then be permitted to plead the very delay caused by his course of conduct as a
 4 defense to the action when brought.”) (internal quotations and citations omitted). Moreover, the
 5 exhibits attached hereto, in and of themselves, demonstrate genuine issues of material fact which
 6 preclude summary judgment as to when Jonathan knew or should have known of the name
 7 change.

8 Genuine factual disputes preclude summary judgment. A factual dispute is genuine “when
 9 the evidence is such that a rational trier of fact could return a verdict for the nonmoving party.”¹

10 In this case, a rational jury could find that the statute of limitations concerning the claims asserted
 11 against the School² did not lapse prior to the Executor filing its Petition for Declaratory Relief on
 12 May 23, 2013. To reach its requested relief of a pretrial dispositive ruling, the School
 13 impermissibly assumes the role of the factfinder and weighs the credibility of all disputed and
 14 conflicting evidence, and concludes that its version of the facts are the most credible, and,
 15 therefore, summary judgment is appropriate.

16 Contrary to the sole argument advanced by the School in its Motion, several genuine
 17 issues of material fact exist as to when Jonathan had actual or, at a minimum, constructive notice
 18 of the School’s breach of its contractual obligations. Accordingly, and for the reasons more fully
 19 set forth below, summary judgment is in appropriate on this issue. For example, genuine issues of
 20 fact exist that Jonathan knew or should have known of the School’s breach because, for at least
 21 four (4) years after the School contends Jonathan knew or should have known of the name
 22 change, the School continued to correspond with Jonathan with “Milton I. Schwartz Hebrew
 23 Academy” letterhead and deposit donations from Jonathan made payable to the “Milton I.
 24 Schwartz Hebrew Academy.”³

25 ///

26 ¹ *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005).

27 ² The Dr. Miriam and Sheldon G. Adelson Educational Institute (the “School”).

28 ³ See, Declaration of A. Jonathan Schwartz, a true and correct copy of which is attached hereto as **Exhibit A**,
 at ¶ 15(a), (b), (c), and (d).

II. Statement of Disputed Facts Which Preclude Summary Judgment

In August, 1989, Mr. Schwartz and the Board of Trustees agreed to change the name of the Hebrew Academy to the "Milton I. Schwartz Hebrew Academy," in perpetuity.⁴ Consistent with this agreement, during a Board of Trustees meeting held on August 14, 1989, it was decided that "[a] letter should be written to Milton Schwartz stating the Academy will be named after him."⁵ Indeed, on August 14, 1989, a letter was written to Mr. Schwartz that provided, in relevant part, "The Hebrew Academy has decided to name the campus the 'Milton I. Schwartz Hebrew Academy,' in perpetuity..."⁶

Moreover, and as a result of the agreement between the Board of Trustees and Mr. Schwartz regarding the naming of the school, a Certificate of Amendment of the Articles of Incorporation of the Hebrew Academy, a Nevada Non-Profit Corporation, was filed on August 29, 1990, which, in relevant part, amended Article I of the Articles of Incorporation to read as follows: "This corporation shall be known as: THE MILTON I. SCHWARTZ HEBREW ACADEMY."⁷ On December 18, 1990, the Board of Trustees also executed a document entitled "Bylaws of the Milton I. Schwartz Hebrew Academy, which provides, in relevant part, that "[t]he name of this corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall remain so in perpetuity."⁸

During his deposition, Neville Pokroy, MD ("Mr. Pokroy") testified that, at a Board of Trustees meeting held on August 14, 1989, discussions took place with Mr. Schwartz regarding the naming of the school after Mr. Schwartz in perpetuity.⁹ Specifically, Mr. Pokroy testified that "certainly the discussion took place, and indeed, we followed it up by naming the school after

⁴ See, Supplemental Affidavit of Milton I. Schwartz, a true and correct copy of which is attached hereto as **Exhibit 1**, at ¶ 4:20-23.

⁵ See, Hebrew Academy Minutes of Board of Trustees, dated August 14, 1989, a true and correct copy of which is attached hereto as **Exhibit 2**.

⁶ See, Letter to Mr. Schwartz, dated August 14, 1989, a true and correct copy of which is attached hereto as **Exhibit 3**. (Emphasis added).

⁷ See, Certificate of Amendment of the Articles of Incorporation of the Hebrew Academy, a Nevada Non-Profit Corporation, filed August 22, 1990, a true and correct copy of which is attached hereto as **Exhibit 4**.

⁸ See, Bylaws of The Milton I. Schwartz Hebrew Academy, fully executed on December 18, 1990, a true and correct copy of which is attached hereto as **Exhibit 5**. (Emphasis added).

⁹ See, Ex. 3.

1 Milton I. Schwartz.”¹⁰ Mr. Pokroy further testified that, after Mr. Schwartz provided his donation
2 of \$500,000.00 in August, 1989, naming the school after Mr. Schwarz in perpetuity was
3 understood by all board members and that the name (i.e. the Milton I. Schwartz Hebrew
4 Academy) “would remain there.”¹¹

5 Lenard E. Schwartzer, Esq. (“Mr. Schwartzer”) also testified that, based upon the donation
6 of \$500,000.00 from Mr. Schwartz in August, 1989, “it was -- was then and today -- my
7 understanding that the school would be named the Milton I. Schwartz Hebrew Academy in
8 perpetuity in light of the financial donation...”¹² Moreover, Mr. Schwartzer testified that upon
9 executing the Bylaws of the Milton I. Schwartz Hebrew Academy on December 18, 1990, which
10 changed the name of the entity to the Milton I. Schwartz Hebrew Academy, in perpetuity, the
11 Board of Trustees “understood that in perpetuity meant forever.”¹³

12 Roberta Sabbath, Ph.D. (“Dr. Sabbath”), a board member who met with Mr. Schwartz
13 regarding his initial donation to the school testified that, upon the Board of Trustees’ decision to
14 change the name of the entity to the Milton I. Schwartz Hebrew Academy, her understanding
15 “was that it was for in perpetuity.”¹⁴ Indeed, Tamar Lubin (“Mrs. Lubin”), the former principal of
16 the school who was integral in soliciting Mr. Schwartz’s donation to the school, also testified that
17 it was the Board of Trustees’ understanding that the change of the entity’s name to the Milton I.
18 Schwartz Hebrew Academy “would be there in perpetuity.”¹⁵

19 Based upon the testimony of the foregoing members of the Board of Trustees and the
20 former principal, it is clear that all parties understood that the change of the entity’s name to the
21 Milton I. Schwartz Hebrew Academy would remain so in perpetuity.

22
23 ¹⁰ See, Excerpt of Deposition Transcript of Mr. Pokroy, at p. 13:17-25 through p. 14:1-17, a true and correct
copy of which is attached hereto as **Exhibit 6**.

24 ¹¹ See, Excerpt of Deposition transcript of Mr. Pokroy, at p. 15:25 through p. 16:1-6, a true and correct copy of
which is attached hereto as **Exhibit 7**.

25 ¹² See, Excerpt of Deposition Transcript of Mr. Schwartzer, at p. 9:17-19, a true and correct copy of which is
attached hereto as **Exhibit 8**. (Emphasis added).

26 ¹³ See, Excerpt of Deposition Transcript of Mr. Schwartzer, at p. 13:24 through 14:1-7, a true and correct copy
of which is attached hereto as **Exhibit 9**.

27 ¹⁴ See, Excerpt of Deposition Transcript of Dr. Sabbath, at p. 27:10-18, a true and correct copy of which is
attached hereto as **Exhibit 10**. (Emphasis added).

28 ¹⁵ See, Excerpt of Deposition Transcript of Mrs. Lubin, at p. 35:16-25 through p. 36:1-16, a true and correct
copy of which is attached hereto as **Exhibit 11**.

1 Notwithstanding, in or about 1992, a dispute arose between Mr. Schwartz and the Board
 2 of Trustees regarding internal matters related to the operation of the Milton I. Schwartz Hebrew
 3 Academy. As a result of this dispute, on October 19, 1994, the Board of Trustees breached its
 4 agreement and changed the name of school from the "Milton I. Schwartz Hebrew Academy" to
 5 the "Hebrew Academy."¹⁶ During the time in which the school no longer bore Mr. Schwartz's
 6 name, he discontinued making and soliciting donations.¹⁷

7 In an effort to reconcile their differences and in order to entice Mr. Schwartz to resume his
 8 financial donations to the school, on May 23, 1996, Dr. Sabbath, on behalf of the "entire Board of
 9 Directors of the Milton I. Schwartz Hebrew Academy," sent Mr. Schwartz a letter, which
 10 provides, in relevant part, that the Board of Trustees would:

- 11 "(1) Restore the Hebrew Academy's name to the 'Milton I. Schwartz Hebrew
 12 Academy.'
- 13 (2) Amend the Hebrew Academy's Articles of Incorporation to restore its
 14 former name of the 'Milton I. Schwartz Hebrew Academy.'
- 15 (3) Restore the marker in front of the Hebrew Academy identifying it as the
 16 'Milton I. Schwartz Hebrew Academy.'
- 17 (4) Change the Hebrew Academy's formal stationary to include its full name,
 18 the 'Milton I. Schwartz Hebrew Academy'...
- 19 (5) You can rest assured it is the intention of the School Head and the school's
 20 Officers and Directors that the utilization of the school's full name will be
 21 consistent with an intent to recognize and honor your contribution and
 22 assistance."¹⁸

23 Within the May 23, 1996, letter Dr. Sabbath states that the "restoration of the name of the
 24 'Milton I. Schwartz Hebrew Academy' has been taken as a matter of 'meschlackeit' in
 25 acknowledgement of your contribution and assistance to the Academy." Indeed, during her
 26 deposition, Dr. Sabbath testified that the intent behind the May 23, 1996, letter was to "reassure

26 ¹⁶ See, Certificate of Amendment of Articles of Incorporation, filed on October 19, 1994, a true and correct
 27 copy of which is attached hereto as **Exhibit 12**.

27 ¹⁷ See, Spreadsheet of donations made and solicited by Mr. Schwartz, a true and correct copy of which is
 28 attached hereto as **Exhibit 13**.

¹⁸ See, Letter to Mr. Schwartz from Dr. Sabbath, dated May 23, 1996, a true and correct copy of which is
 attached hereto as **Exhibit 14**.

1 [Mr. Schwartz] of the name reversion back to his name, and the hopes it is referencing his
2 continued involvement and goodwill.¹⁹ Dr. Sabbath further testified that the letter was provided
3 to Mr. Schwartz "to rebuild the bridges that [the Board of Trustees] felt had been broken and to
4 retain in the stability of the school and to guarantee future growth."²⁰

5 On March 21, 1997, the Board of Trustees filed a Certificate of Amendment of Articles of
6 Incorporation, which provided in relevant part, that "[t]his corporation shall be known as the
7 Milton I. Schwartz Hebrew Academy."²¹ As such, and consistent with the agreement offered by
8 the Board of Trustees to rectify their initial breach, the name of the school was effectively
9 changed back to the Milton I. Schwartz Hebrew Academy. Indeed, on April 13, 1999, the Board
10 of Trustees executed a document entitled "BYLAWS OF THE MILTON I. SCHWARTZ
11 HEBREW ACADEMY," which provides in relevant part, as follows:

12 "Section 1.01. Name. The name of the Corporation is the Milton I. Schwartz
13 Hebrew Academy and will remain so in perpetuity."²²

14 In reliance upon the Board of Trustees' agreement to rename the school the "Milton I.
15 Schwartz Hebrew Academy" in perpetuity, Mr. Schwartz resumed making personal donations,
16 funding costs to continue the operations of the school, and soliciting donations and scholarships.
17 Indeed, during his deposition, Irving J. Steinberg ("Mr. Steinberg") testified that, because the
18 "school always ran in a deficit...Milton Schwartz would make payroll."²³ Mr. Steinberg further
19 testified that when the school "didn't have the money to pay the teachers or pay a note[,] Milton
20 would be asked to put up the money and he would put up money."²⁴

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24 ¹⁹ See, Excerpt of Deposition Transcript of Dr. Sabbath, at p. 37:5-13; p. 37:16-19, a true and correct copy of
which is attached hereto as **Exhibit 15**. (Emphasis added).

25 ²⁰ *Id.* (Emphasis added).

26 ²¹ See, Certificate of Amendment of Articles of Incorporation, filed March 21, 1997, a true and correct copy of
which is attached hereto as **Exhibit 16**.

27 ²² See, Bylaws of the Milton I. Schwartz Hebrew Academy, executed April 13, 1999, a true and correct copy of
which is attached hereto as **Exhibit 17**. (Emphasis added).

28 ²³ See, Excerpt of Deposition Transcript of Mr. Steinberg, at p. 26:2-20, a true and correct copy of which is
attached hereto as **Exhibit 18**.

²⁴ *Id.*

1 Referencing the "Milton I. Schwartz Hebrew Academy Board Meeting" minutes from
 2 May 13, 2003, identifying a donation of \$150,000.00 from Mr. Schwartz,²⁵ Mr. Steinberg testified
 3 that such minutes were consistent with his recollection that Mr. Schwartz provided financial
 4 support to the school on a regular basis.²⁶ Referencing the Milton I. Schwartz Hebrew Academy
 5 Board of Trustees Meeting minutes, dated May 9, 2006, which provides as follows: "Thanks to
 6 Milton, we received the scholarship money from the Federation for the 2005-2006 school year,"²⁷
 7 Mr. Steinberg testified that Mr. Schwartz assisted in facilitating the donation from the Jewish
 8 Federation of Las Vegas. Specifically, Mr. Steinberg testified that Mr. Schwartz "was the one
 9 that pushed -- that pushed the Federation to come up with the scholarship money."²⁸

10 In further reliance upon the Board of Trustees' agreement to change the name of the
 11 school to the "Milton I. Schwartz Hebrew Academy" in perpetuity and their actions consistent
 12 with such agreement (i.e. April 13, 1999 Bylaws), on February 5, 2004, Mr. Schwartz executed
 13 his Last Will and Testament (the "Will").²⁹ Article Two, Section 2.3 of the Will provides, in
 14 relevant part, as follows:

15 "The Milton I. Schwartz Hebrew Academy. I hereby give, devise and bequeath
 16 the sum of five hundred thousand dollars (\$500,000.00) to the Milton I. Schwartz
 17 Hebrew Academy (the, "Hebrew Academy").³⁰

18 Although the Board of Trustees initially honored the agreement with Mr. Schwartz
 19 concerning the name of the school, unbeknownst to Jonathan, the Board of Trustees breached
 20 said agreement on December 13, 2007 (only four (4) months after Mr. Schwartz's death).³¹
 21 Specifically, the Board of Trustees executed a document entitled "THE MILTON I. SCHWARTZ
 22

23 ²⁵ See, The Milton I. Schwartz Hebrew Academy Board Meeting Minutes, dated May 13, 2003, a true and
 24 correct copy of which is attached hereto as **Exhibit 19**.

25 ²⁶ See, Excerpt of Deposition Transcript of Mr. Steinberg, at p. 38:18 through p. 39:19, a true and correct copy
 26 of which is attached hereto as **Exhibit 20**.

27 ²⁷ See, The Milton I. Schwartz Hebrew Academy Board Meeting Minutes, dated May 9, 2006, a true and
 28 correct copy of which is attached hereto as **Exhibit 21**.

26 ²⁸ See, Excerpt of Deposition Transcript of Mr. Steinberg, at a p. 66:18-25, a true and correct copy of which is
 27 attached hereto as **Exhibit 22**.

27 ²⁹ See, Will, a true and correct copy of which is attached hereto as **Exhibit 23**.

28 ³⁰ *Id.*, at § 2.3.

³¹ See, Exhibit A, at ¶ 14.

1 HEBREW ACADEMY RESOLUTIONS OF THE BOARD OF TRUSTEES.”³² Within such
 2 resolution, the Board of Trustees agreed that “Article I. of the Corporate Articles be and hereby is
 3 amended and restated in its entirety to state that: ‘This corporation shall be known in perpetuity as
 4 ‘The Dr. Miriam and Sheldon G. Adelson Educational Institute.’”³³

5 Throughout this litigation, it was further discovered that the Board of Trustees breached
 6 their agreement with Mr. Schwartz as a result of additional funds donated to the school through
 7 the Adelson Family Charitable Foundation (“AFCF”). Specifically, after the initiation of
 8 litigation, it was discovered that on December 13, 2007, Victor Chaltiel (“Mr. Chaltiel”), the
 9 Chair of the Board of Trustees, executed a letter from the AFCF which granted additional funds to
 10 the school only if the Board of Trustees agrees that “the Corporation shall be named ‘The Dr.
 11 Miriam and Sheldon G. Adelson Educational Institute.’”³⁴ In contravention of the prior agreement
 12 made with Mr. Schwartz concerning the name of the school, the Board of Trustees filed a
 13 Certificate of Amendment to Articles of Incorporation for Nonprofit Corporation on March 21,
 14 2008, which provides, in relevant part: “This Corporation shall be known in perpetuity as ‘The
 15 Dr. Miriam and Sheldon G. Adelson Educational Institute.’”³⁵ Again, Jonathan had no
 16 knowledge of the December 13, 2007 letter or the March 21, 2008 Amendment to the Articles of
 17 incorporation until such documents were disclosed by the School during discovery.³⁶

18 In an attempt to convince this Court that Jonathan knew or should have known about the
 19 breach in or about 2007, the School takes liberty in picking and choosing Jonathan’s deposition
 20 testimony, which, when taken out of context, purports to support its Motion. Specifically, the
 21 School selectively quotes Jonathan’s July 28, 2016 deposition as follows:

22 “I would hear, you know, statements from the board members, statements from,
 23 you know, people who sent their kids there, you know. ‘They’re -- they’re not
 24 respecting your dad’s legacy,’ all this kind of stuff. And this was, you know, a

25 ³² See, The Milton I. Schwartz Hebrew Academy Resolutions of the Board of Trustees, dated December 13,
 2007, a true and correct copy of which is attached hereto as **Exhibit 24**; see also, Declaration of Jonathan Schwartz, a

26 ³³ *Id.*

26 ³⁴ See, Letter to Mr. Chaltiel, dated December 13, 2007, a true and correct copy of which is attached hereto as
Exhibit 25.

27 ³⁵ See, Certificate of Amendment to Articles of Incorporation for Nonprofit Corporation, filed on March 21,
 2008, a true and correct copy of which is attached hereto as **Exhibit 26**.

28 ³⁶ See, Exhibit A, at ¶ 14.

1 series of events. And little by little, they diminished my father's naming rights
2 and supplanted it completely with Adelson, which was not the agreement."³⁷

3 However, what the School fails to inform this Court is that, notwithstanding the gossip
4 that was being fed to Jonathan, after Mr. Schwartz's death and after the School effectively
5 changed its name to the "Dr. Miriam and Sheldon G. Adelson Educational Institute" within its
6 corporate documents and with the Nevada Secretary of State, Jonathan continued to make
7 donations to the "Milton I. Schwartz Hebrew Academy" for years, which the School accepted.³⁸
8 Jonathan specifically testified that after the School removed the name Milton I. Schwartz from its
9 official documents, the School "continued to accept my money when I made annual donations to
10 the school in the name of the Milton I. Schwartz Hebrew Academy" and that the School
11 "continued to represent to [him] that the school would be known as the Milton I. Schwartz
12 Hebrew Academy."³⁹

13 Indeed, in response to one such donation, on April 17, 2008 (after the name change),
14 Jonathan received a letter from Paul Schiffman (the "April 17, 2008 Letter") thanking him for his
15 "most generous support" and stating that his donation to "helped ensure that children in need of
16 financial assistance have the ability to attend the school of their choice."⁴⁰ Moreover, the
17 letterhead upon which April 17, 2008 Letter was written expressly bore the name "The Milton I.
18 Schwartz Hebrew Academy" in the top left-hand corner.⁴¹

19 On May 28, 2008, Jonathan received a separate letter (the "May 28, 2008 Letter")
20 thanking him for his donation in support of the Milton I. Schwartz Hebrew Academy.⁴² The
21 letterhead upon which the May 28, 2008 Letter was written also expressly bore the name "The
22 Milton I. Schwartz Hebrew Academy" in the top left-hand corner.⁴³

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25 ³⁷ See, Motion, at p. 5:19-2; see also, Exhibit 2 attached thereto, at p. 50":7-15

³⁸ See, Ex. A, at ¶ 10(a).

³⁹ See, Excerpt of Deposition Transcript of Jonathan Schwartz, at p. 48:24 through p. 49:1-3, a true and correct
26 copy of which is attached hereto as **Exhibit 27**.

⁴⁰ See, April 17, 2008 Letter, a true and correct copy of which is attached hereto as **Exhibit 28**.

⁴¹ *Id.* (Emphasis added).

⁴² See, May 28, 2008 Letter, a true and correct copy of which is attached hereto as **Exhibit 29**.

⁴³ *Id.* (Emphasis added).

1 On or about March 4, 2010, Jonathan received a letter from Davida Sims (the "March 4,
2 2010 Envelope").⁴⁴ The March 4, 2010 Envelope letter was sent expressly bore the name "The
3 Milton I. Schwartz Hebrew Academy."⁴⁵ Thereafter, on or about June 28, 2010, Jonathan
4 received another letter (the "June 28, 2010 Envelope").⁴⁶ The June 28, 2010 Envelope also
5 expressly bore the name "The Milton I. Schwartz Hebrew Academy."⁴⁷

6 Thereafter, in 2011 Jonathan donated another \$12,500.00 to the "Milton I. Schwartz
7 Hebrew Academy," which the School gladly accepted. In response to this donation, Jonathan
8 received a letter dated December 2, 2011 (the "December 2, 2011 Letter"), which thanked him for
9 the \$12,500.00.⁴⁸ The December 2, 2011 Letter bears "The Milton I. Schwartz Hebrew
10 Academy in Summerlin" in the top left-hand corner.⁴⁹

11 Jonathan testified that he was aware that a high school was added to the Milton I.
12 Schwartz Hebrew Academy, but did not dispute the name of the high school (i.e. naming such
13 school after Dr. Miriam and Sheldon G. Adelson) as he was informed that: (1) such name was
14 limited to the high school; (2) that such name did not apply to the entire campus; and (3) the
15 School's conduct was consistent with the agreement between Mr. Schwartz and the Board of
16 Directors.⁵⁰

17 In addition to the aforementioned, Jonathan testified that the signage baring the name
18 Milton I. Schwartz was still present in 2009, 2010, 2011, and 2012.⁵¹ Moreover, Jonathan
19 testified that during his visits to the school Mr. Schwartz's picture was still present.⁵²

23 ⁴⁴ See, March 4, 2010 Envelope, a true and correct copy of which is attached hereto as **Exhibit 30**.

24 ⁴⁵ *Id.* (Emphasis added).

24 ⁴⁶ See, June 28, 2010 Envelope, a true and correct copy of which is attached hereto as **Exhibit 31**.

24 ⁴⁷ *Id.* (Emphasis added).

25 ⁴⁸ See, December 2, 2011 Letter, a true and correct copy of which is attached hereto as **Exhibit 32**.

25 ⁴⁹ *Id.* (Emphasis added).

26 ⁵⁰ See, Excerpt of Deposition Transcript of Jonathan Schwartz, at p. 19:12 through p. 21:18, a true and correct
copy of which is attached hereto as **Exhibit 33**; see also, Exhibit A, at ¶ 9 and 11.

27 ⁵¹ See, Excerpt of Deposition Transcript of Jonathan Schwartz, at p. 75:11-17, a true and correct copy of which
is attached hereto as **Exhibit 34**.

28 ⁵² See, Excerpt of Deposition Transcript of Jonathan Schwartz, at p. 75:18 through p. 76:1-4, a true and correct
copy of which is attached hereto as **Exhibit 35**; see also, Exhibit A, at ¶ 15(f).

Based upon the School's conduct, the earliest that Jonathan could be said to have notice is 2011 or 2012, which fall squarely within the statute of limitations for an oral contract (4 years, NRS 11.190(2)(c)) and fraud in the inducement (3 years, NRS 11.190(3)(d)).

III. Legal Argument

A. The School is Estopped from Raising the Statute of Limitations as a Defense Due to the School's Active Concealment of Their Breach of the Agreement

Although Jonathan had heard rumors regarding the naming rights, the School actively and intentionally concealed their actions for years after Mr. Schwartz's death and continued to misrepresent the School's actual name to Jonathan. As set forth above, and as explained in the Declaration of A. Jonathan Schwartz, the School: (1) continued to accept Jonathan's donations made payable to the "Milton I. Schwartz Hebrew Academy;" (2) sent correspondences to Jonathan baring the name "The Milton I. Schwartz Hebrew Academy;" (3) continue to present signage baring the name "The Milton I. Schwartz Hebrew Academy" until 2012; and (4) never informed Jonathan of the fact that the School had changed the name almost immediately after Mr. Schwartz's death. Indeed, the School's concealment of the facts (*i.e.* the name change) led Jonathan to justifiably rely upon the School's continued conduct and believe that School was continuing to honor the agreement between the Board of Directors and Mr. Schwartz.⁵³

Based upon the foregoing, the School is estopped from asserting the statute of limitations defense to any of the Estate's claims, including breach of contract and fraud in the inducement. *See, Smith, supra; see also, Mills, supra; Fager v. Hundt*, 610 N.E.2d 246, 251 (Ind. 1993) (stating that a defendant is estopped "from asserting the statute of limitations when he has, either by deception or by a violation of a duty, concealed from the plaintiff material facts thereby preventing the plaintiff from discovering a potential cause of action.") (internal quotations and citations omitted); *Lantzy v. Centex Homes*, 31 Cal.4th 363, 384, 73 P.3d 517, 533, 2 Cal.Rptr.3d 655, 674 (Cal. Ct. App. 2003) (stating that estoppel may be raised as a defense to a statute of limitations "if the party has been induced to refrain from using such means or taking such action as lay in his power, by which he might have retrieved his position and save himself from

⁵³ See, Exhibit A, at ¶ 16

1 loss...Where the delay in commencing the action is induced by the conduct of the defendant [the
2 statute of limitations] cannot be availed of by him as a defense.” (internal quotations and citations
3 omitted).

4 As such, this Court should deny the School’s instant Motion in its entirety due to the
5 School’s intentional bad acts in concealing the material facts (i.e. the name change) from Jonathan
6 for years after Mr. Schwartz’s death.

7 B. Alternatively, if the School is Not Estopped From Asserting the Statute of
8 Limitations as a Defense, Genuine Issues of Fact Precluding Summary Judgment
9 Exist and the School has Failed to Satisfy It’s Burden of Presenting
10 Uncontroverted Evidence Clearly Demonstrating that Jonathan Knew or Should
11 Have Known of the School’s Breach.

12 “Summary judgment is appropriate under NRCP 56 when the pleadings, depositions,
13 answers to interrogatories, admissions, and affidavits, if any, that are properly before the court
14 demonstrate that no genuine issue of material facts exists, and the moving party is entitled to
15 judgment as a matter of law.” Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1026, 1031
16 (Nev. 2005). “A factual dispute is genuine when the evidence is such that a rational trier of fact
17 could return a verdict for the nonmoving party.” *Id.*

18 Moreover, “[t]he burden of proving the nonexistence of a genuine issue of material fact is
19 on the moving party.” Maine v. Stewart, 109 Nev. 721, 726-727, 857 P.2d 755, 758-759 (“Nev.
20 1993) (citing Shapro v. Forsythe, 103 Nev. 666, 668, 747 P.2d 241, 243 (1987). “A party
21 seeking summary judgment always bears the initial responsibility of informing the district court
22 of the basis for its motion, and identifying those portions of the ‘pleadings, depositions, answers
23 to interrogatories, and admissions on file, together with the affidavits, if any,’ which it believes
24 demonstrate the absence of a genuine issue of material fact.” *Id.* (quoting Clauson v. Lloyd, 103
25 Nev. 432, 435 n. 3, 743 P.2d 631, 633 n. 3 (1987) (quoting Celotex Corp. v. Catrett, 477 U.S.
26 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986))).

27 Based on the foregoing, the School’s selective portions of Jonathan’s deposition transcript,
28 which ignore the remainder of his testimony and the evidence disclosed throughout this matter,
fail to demonstrate an uncontroverted issue of fact.

1 Indeed, the ongoing conduct of the School for years after effectively changing the name of
 2 the school from the Milton I. Schwartz Hebrew Academy, of: (1) continuing to accept Jonathan's
 3 donations made payable to the Milton I. Schwartz Hebrew Academy; (2) continuing to utilize
 4 letterhead baring the name "The Milton I. Schwartz Hebrew Academy; and (3) continuing to
 5 display signage baring the name "The Milton I. Schwartz Hebrew Academy" in and of itself
 6 creates an issue of fact precluding summary judgment.

7 Moreover, based upon the School's conduct for years after it changed its name within its
 8 corporate documents, its contention that Jonathan had constructive notice based upon the filing of
 9 the same is without merit. Indeed, "[c]onstructive notice ordinarily involves, as an essential
 10 element, actual notice of the facts or circumstances which are sufficient to put a prudent person on
 11 inquiry as to the existence of the fact with respect to which he is charged with constructive
 12 notice." Nicholson v. City of Los Angeles, 5 Cal.2d 361, 364, 54 P.2d 725, 727 (Cal. 1936). In
 13 Nevada Power Co. v. Monsanto Co., 955 F.2d 1304, 1307 (9th Cir. 1992), the Ninth Circuit Court
 14 of Appeals stated that the determination of whether a party had sufficient knowledge that, with
 15 proper diligence, it could have uncovered the rest of the facts necessary to constitute a fraud
 16 claim... 'is a question of fact. It may be decided as a matter of law **only when uncontroverted**
 17 **evidence irrefutably demonstrates** that a plaintiff discovered or should have discovered the
 18 fraudulent conduct.'" (quoting Mosesian v. Peat, Marwick, Mitchell & Co., 727, F.2d 873, 877
 19 (9th Cir. 1984), *cert. denied*, 469 U.S. 932, 105 S.Ct. 329, 83 L.Ed.2d 265 (1984)). Indeed, the
 20 Nevada Supreme Court, in determining "whether [a party] should have learned, through the
 21 exercise of proper diligence, of the fraud," held that such determination "is a question of fact to be
 22 determined by the jury... where [] the facts are susceptible to opposing inferences." Millspaugh v.
 23 Millspaugh, 96 Nev. 446, 448-449, 611 P.2d 201, 202 (Nev. 1980).⁵⁴ Moreover, "[w]hen
 24 [Jonathan] knew or in the exercise of proper diligence should have known of the facts constituting
 25

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 27 ⁵⁴ See also, Sierra Diesel Injection Serv. V. Burroughs Corp (Sierra Diesel II), 651 F.Supp. 1371, 1373 (D.
 28 Nev. 1987) (citing Millspaugh), wherein the United States District Court, District of Nevada, held that "the question
 of what constitutes sufficient knowledge to place a party under an affirmative duty to discover the fraud or mistake is
 normally a jury question."

1 the elements of his cause of action is a question of fact for the trier of fact.” Nevada State Bank v.
2 Jamison Family Partnership, 106, Nev. 792, 800, 801 P.2d 1377, 1382 (Nev. 1990).

3 The School’s conduct as set forth above is inconsistent with contrary evidence, and,
4 therefore, the jury (i.e., the trier of fact) could reasonably determine that Jonathan did not have
5 actual notice of the facts necessary to give rise to research the School’s corporate filings with the
6 Nevada Secretary of State.

7 As such, there exist significant issues of material fact regarding when Jonathan knew or
8 should have known about the School’s breach that must be presented to the jury. Moreover, the
9 school has failed to present to this Court any uncontroverted evidence that irrefutably
10 demonstrates when Jonathan had actual or constructive notice of the School’s breach.

11 C. In the Alternative, the Statute of Limitations does Not Bar the Estate’s Fraudulent
12 Inducement Claim Raised as a Defense to the School’s Initial Motion to Compel
13 Distribution from the Estate.

14 The School filed its Petition to Compel Distribution, for Accounting and for Attorneys’
15 Fees with this Court on May 3, 2013 (the “Petition to Compel Distribution”). In response thereto,
16 on May 28, 2013, the Estate filed its Objection to Petition to Compel Distribution, for
17 Accounting, and for Attorneys’ Fees and *Ex Parte* Petition for Order to Issue Citation to Appear
18 and Show Cause (the “Objection to Petition to Compel Distribution”). Additionally, and
19 contemporaneous with filing the Objection to Petition to Compel Distribution, the Estate also
20 filed its Petition for Declaratory Relief on May 28, 2013.

21 In the Objection to Petition to Compel Distribution, the Estate raised fraud in the
22 inducement as a defense to the School’s Motion to Compel Distribution.⁵⁵ The Estate also
23 alleged a claim of fraud in the inducement within its Petition for Declaratory Relief.⁵⁶ In Nevada
24 State Bank v. Jamison Family Partnership, 106 Nev. 792, 798, 801 P.2d 1377, 1382 (Nev. 1990),
25 the Nevada Supreme Court held that, while a plaintiff initiating a claim prior to the tolling of a
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27 ⁵⁵ See, Objection to Petition to Compel, at p. 7, ¶ 2 (“The Bequest to the School Was Induced by Fraudulent
Representations and is Void.”).

28 ⁵⁶ See, Petition for Declaratory Relief, at p. 7

1 statute of limitations does not toll such statute of limitations, a “defendant can nonetheless assert
2 his claim as an affirmative defense” even if the statute of limitation has run on such claim. *See, Id.*

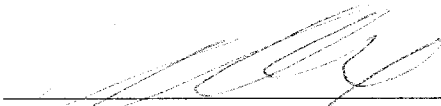
3 As the claim of fraudulent inducement was asserted as an affirmative defense⁵⁷ to the
4 School’s Petition to Compel Distribution, whether or not the statute of limitations for such claim
5 has run is of no consequence. As such, this Court should deny the School’s instant Motion in its
6 entirety.

7 **IV. Conclusion**

8 Based upon the foregoing, the Estate respectfully requests that the School’s instant Motion
9 be denied in its entirety.

10 Dated this 6 day of July, 2018.

11 SOLOMON DWIGGINS & FREER, LTD.

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

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28 ⁵⁷ *See, NRCP 13.*

Exhibit A

Exhibit A

**DECLARATION OF A. JONATHAN SCHWARTZ, EXECUTOR OF THE ESTATE OF
MILTON I. SCHWARTZ, IN SUPPORT OF OPPOSITION TO MOTION FOR PARTIAL
SUMMARY JUDGMENT REGARDING STATUTE OF LIMITATIONS**

I, A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz, hereby declare under penalty of perjury under the laws of the State of Nevada as follows:

1. This Declaration and the assertions contained herein are based upon my personal knowledge, except that which is stated upon information and belief, and as to such matters, I believe them to be true.

2. I am the Executor of the Estate of Milton I. Schwartz.

3. I make this Declaration in Support of the Opposition to Motion for Partial Summary Judgment Regarding Statute of Limitations (the "Opposition").

4. In August, 1989, my father Milton I. Schwartz (hereinafter to as "Mr. Schwartz" or "my father"), entered into an agreement to rename the Hebrew Academy as "The Milton I. Schwartz Hebrew Academy" in perpetuity.

5. On December 18, 1990, the Board of Trustees executed a document entitled "Bylaws of the Milton I. Schwartz Hebrew Academy," which provided, in relevant part, that "[t]he name of this corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall remain so in perpetuity." *See*, Opposition, at Exhibit 5.

6. As the result of a dispute that arose between Mr. Schwartz and the Board of Trustees in or about 1992, the Board of Trustees filed a Certificate of Amendment of Articles of Incorporation on October 19, 1994, changing the name of the school back to the "Hebrew Academy." *See*, Opposition, at Exhibit 12.

7. In or about May, 1996, the Board of Trustees, by and through Dr. Roberta Sabbath, reached out to Mr. Schwartz in an effort to reconcile the dispute, and offered to rename the school back to the Milton I. Schwartz Hebrew Academy as originally intended in 1989. *See*, Opposition, at Exhibit 14.

8. As a result of the agreement made between my father and the Board of Directors to reinstate Mr. Schwartz's name as originally intended, on April 13, 1999, the Board of Trustees

1 executed a document entitled "BYLAWS OF THE MILTON I. SCHWARTZ HEBREW
2 ACADEMY," which provides in relevant part: "The name of the Corporation is the Milton I.
3 Schwartz Hebrew Academy and will remain so in perpetuity.

4 9. Based upon numerous conversations with my father and documents he provided to
5 me prior to his death, it was my understanding that, notwithstanding the donations made by Dr.
6 Miriam and Sheldon G. Adelson, the school, specifically grades Pre-K through Eighth and the
7 campus would remain the "Milton I. Schwartz Hebrew Academy," while the high school, grades
8 9 through 12, would be named the Adelson School.

9 10. My father passed away on August 9, 2007.

10 11. Indeed, the School's actions prior to my father's death were consistent with this
11 understanding. Specifically, prior to my father's death, in 2007 School held its annual Gala
12 fundraiser (the "2007 Gala"), at which my father was the honorary attendee. Included within
13 invitations and advertisements disseminated by the School for the 2007 Gala was a letter (the
14 "2007 Gala Letter") which included the following provisions consistent with the agreement
15 between the Board of Directors and my father:

- 16 (i) "It is an inspiration to see so many in the community supporting not
17 only The M.I.S. Hebrew Academy, but also The Adelson School.
18 At last year's event, we presented plans to create a world class high
19 school adjacent to The Milton I. Schwartz Hebrew Academy."
20 See, 2007 Gala Letter, a true and correct copy of which is attached
21 hereto as **Exhibit A-I**. (Emphasis added).
- 22 (ii) Many people have worked hard to create the success of our current
23 Pre-K through 8th grade program and the beginning of our new
24 high school. *Id.* (Emphasis added).
- 25 (iii) With vision and foresight, Mr. Schwartz and a few others
26 generously answered the need in Las Vegas for a strong secular and
27 Judaic educational institution for elementary school-aged children
28 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.** *Id.* (Emphasis added).

12. Unbeknownst to me, approximately four (4) months after my father's death, on December 13, 2007, the Board of Trustees executed a document entitled "THE MILTON I. SCHWARTZ HEBREW ACADEMY RESOLUTIONS OF THE BOARD OF TRUSTEES," which included a Resolution as follows (the "2007 Resolutions"): Article I. of the Corporate Articles be and hereby is amended and restated in its entirety to state that: "This corporation shall be known in perpetuity as 'The Dr. Miriam and Sheldon G. Adelson Educational Institute.'" See, Opposition, at Exhibit 24

13. Additionally, and also unbeknownst to me, on March 21, 2008, the Board of Trustees filed a Certificate of Amendment to Articles of Incorporation for Nonprofit Corporation (the "2008 Amendment"), which, in relevant part, provides that "This Corporation shall be known in perpetuity as 'The Dr. Miriam and Sheldon G. Adelson Educational Institute.'" See, Opposition, at Exhibit 26.

14. I had no knowledge of the 2007 Resolutions or 2008 Amendment at the time they were effectuated. The first I became aware of the documents was when the School disclosed the same during the discovery period of this litigation.

15. Although I began to hear rumors that the School had taken actions contrary to the agreement between the Board of Trustees and my father shortly after his death regarding the name of the school, I did not rely upon such rumors because the School's actions and conduct after my father's death were contrary thereto, and appeared reasonably consistent with the agreement between the Board of Directors and my father. Specifically:

- (a) After my father's death, I continued to make donations payable to the Milton I. Schwartz Hebrew Academy, which the School accepted;
- (b) The School sent me several correspondences acknowledging the donations;
- (c) The correspondences sent to me by the School were on letterhead that bore the name "Milton I. Schwartz Hebrew Academy," see, Opposition, at Exhibits, 28, 29, 30, 31, and 32;

(d) Each of the correspondences and envelopes attached as Exhibits 28, 29, 30, 31, and 32 are true and correct copies of the same that were sent by the School and received by me;

(e) At no time during the years following my father's death did the School inform me that they would not accept my donations because they were made payable to the Milton I. Schwartz Hebrew Academy. Rather, each of my donations were accepted without question; and

(f) I visited the School several times after my father died in 2009, 2010, 2011, and 2012, and at such times I saw that the signage on the Pre-K through Eighth grade buildings still bore the name "The Milton I. Schwartz Hebrew Academy" and my father's picture was still present.

16. Based upon the School's conduct, as set forth above, I reasonably relied upon its continued use of the name "The Milton I. Schwartz Hebrew Academy," and believed that the School continued to honor its agreement with my father.

17. Had I been made aware of the true facts and circumstances of the School's breach of the agreement between my father and the Board of Directors, I would have proceeded with court intervention immediately.

18. As a result of the rumors, of which I did not rely upon due to the School's conduct, I wrote a letter to the Board of Directors on May 10, 2010, with a proposed settlement agreement attached thereto out of an abundance of caution so as to resolve any alleged issues. *See*, May 10, 2010 Letter, a true and correct copy of which is attached hereto as **Exhibit A-II**.

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Dated this 5th day of July, 2018.

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

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

**SOLOMON
DOWIGGS & FREER**
TRUST AND ESTATE ATTORNEYS

Exhibit A-I

1

Exhibit A-I

107
Dear Friends:

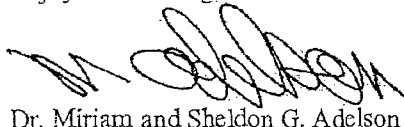
Welcome! It is our pleasure and privilege to chair The Milton I. Schwartz Hebrew Academy Gala. It is an inspiration to see so many in the community supporting not only The M.I.S. Hebrew Academy, but also The Adelson School. At last year's event, we presented plans to create a world class high school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

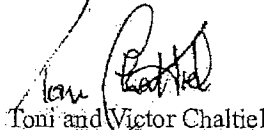
Of course, a world class school needs more than superlative facilities, and it is here that head of school Paul Schiffman has met our extremely ambitious expectations: he searched the country and hired the best and the brightest educators. Paul is fond of saying that there is also a simple final criterion that each teacher must meet: "They must love children." Education, after all, is about guiding and nurturing children as well as educating and preparing them for the future. Many wonderful, extraordinary department heads for The Adelson School have already begun working full time along with our new Adelson School principal, Paul Mahoney (PhD UCLA). As our 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.

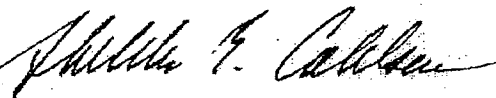
Many people have worked hard to create the success of our current Pre-K through 8th grade program and the beginning of our new high school. Tonight, we come together both to honor our "Pursuit of Excellence" Award winner and to say thank you to our wonderful teaching and administrative staff, our head 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 Chaitiel


Shlomo F. Callan

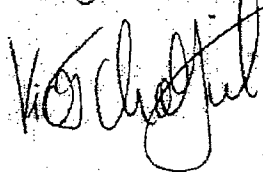

Victor Chaitiel

Exhibit A-II

Exhibit A-II

A. Jonathan Schwartz
ESTATE OF MILTON I. SCHWARTZ
2293 Duneville Street
Las Vegas, NV 89146

May10, 2010

Mr. Sheldon G. Adelson
MILTON I. SCHWARTZ HEBREW ACADEMY BOARD
9700 W. Hillpointe Road
Las Vegas, NV 89134

Via: Hand Delivery, Certified Mail & Facsimile

Dear Board Members:

I am writing this letter in an attempt to finalize a bequest made by my father in his Will to the Milton I. Schwartz Hebrew Academy ("MISHA") in the amount of \$500,000 (the "Bequest"). I have made several attempts to finalize the Bequest to the MISHA since my father passed away in 2007. I take my duty to fulfill my Dad's wishes extremely seriously. I have done everything within my power over the last two and one half years to make certain that my Dad's wishes are carried out precisely as provided for in his Will.

I have met with Paul Schiffman ("Paul") at least four times about the Bequest and I have met with Victor Chaltiel ("Victor") twice. While Paul has been very gracious, my attempts to legally finalize the Bequest have been ignored by the Board. I'm not certain why the Board has reacted this way, but I know it would be in the best interest of the MISHA to have the Bequest completed. Again, I'm writing this last letter as a final attempt to conclude the Bequest.

A knowledge of the history of the MISHA is important. My Dad's history with the School pre-dates its current location by several years. To list everything my Dad did for the MISHA and its predecessors would fill volumes. My Dad was instrumental in the Howard Hughes Corporation's gift of the land where the MISHA and the Adelson High School currently sits (the "Land"). My Dad was instrumental in developing the original MISHA building. My Dad financially supported the school for years and managed its day to day affairs lovingly. At the end of every school year, my Dad, along with a few other families, stepped up and funded whatever cash flow losses the MISHA had incurred. Tuition revenue was never enough to fund the MISHA's operations. Without those critical donations from my Dad years ago, the MISHA would have ceased operating long ago.

Milton I. Schwartz personally gave, and more importantly raised, several million dollars for

EST-00001

001853

the MISHA before many of the current board members became involved. Some of you are aware of my Dad's fund-raising because he raised those dollars from you or your families. Beyond the money, my Dad loved the school and was proud to spend his time making certain that kids in Las Vegas could obtain a quality Jewish education. Please remember, without Milton I. Schwartz, there would be no school. There would be nothing for generous philanthropists like the Adelsons and others to build upon. I urge you not to forget about the MISHA's history.

As I'm sure you're aware, the purpose of the Bequest was to fund scholarships for Jewish Children only. As the executor of my Dad's estate, I have a fiduciary duty to make certain that my Dad's wishes are respected and carried out. I have numerous letters, contracts, by-laws, documents, etc. (the "Agreements") between the school and my Dad which clearly spell out that the school is to be known as the MILTON I. SCHWARTZ HEBREW ACADEMY in perpetuity. To be clear, "in perpetuity" means forever; that's not something one can change. I've included just of few of the Agreements for your reference.

I met with Victor Chaltiel twice in February and March of 2010 during which I made another attempt to finalize the Bequest. Mr. Chaltiel and I had lunch together with Paul Schiffman and met another time at the School to talk about ways we could satisfy my family and the Adelsons. I clearly realize that the Adelsons have made a tremendous gift to the School and they deserve to be recognized for their gift. However, the Adelson's recognition cannot be at the expense of the history of the School. Milton I. Schwartz is a big part of the history of the school and that's why the school agreed to be named after him (in writing, several times).

The attached agreement is what I supplied to both Paul Schiffman and Victor Chaltiel back in early March ("Draft Settlement"). The Draft Settlement substantially represents what was discussed in my meetings with Victor and Paul, although it was never signed. I simply can't understand why the Draft Settlement didn't get signed so that we could complete this matter. By the way, despite my attempts to finalize the Bequest being ignored, I have continued to financially support the MISHA.

I feel compelled to mention a few things regarding how the School is named. While the Adelson's gifts have been remarkable and they deserve to be commemorated, it was agreed that only the High School would be known as the "Adelson High School". The fact that the School on Hillpointe was named the Milton I. Schwartz Hebrew Academy in perpetuity pre-dates the Adelsons involvement by several years ("High School Naming"). The High School Naming and the fact that the Milton I. Schwartz Hebrew Academy constitutes grades K-Eighth is clearly evidenced by the Agreements and the gala documents (signed by Mr. Adelson and Mr. Chaltiel) from 2007 ("2007 Gala Docs")(enclosed). I regret having to state the following but given what I've been told by one member of the Board, I have no choice; should my Dad's memory and its commemoration at the MISHA be reduced or compromised in any manner, I will be compelled to take appropriate legal action.

The fact that the School has apparently been re-titled the Adelson Educational Campus and that the middle school has been re-named the Adelson Middle School violates the Agreements and the 2007 Gala Docs. Again, the Adelsons made a tremendous gift and it deserves to be recognized.

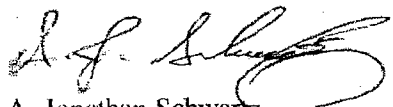
Despite the terms of the Agreements and the 2007 Gala Docs, for purposes of settlement and to do what is best for the schools, I believe (contingent upon the Settlement Agreement being executed) that the naming of the various institutions should be left as they currently are. Please refer to the attached Settlement Agreement for a complete explanation.

The Draft Settlement basically accepts what the school is already doing despite the fact that some of what the school has done in the last 2 and ½ years breaches the Agreements. This settlement is meant to respect the history of the school and to facilitate its future. I am sorry to have to go to the lengths of creating a settlement agreement to complete this Bequest, but a settlement agreement was necessary given the circumstances.

As I've commented, my Dad left \$500,000 to the MISHA. The amount of the Bequest clearly says \$500,000 in his Will. As my Dad's Executor, I don't have the authority to give any more money to the MISHA from my Dad's Estate. My Dad never committed to giving any amount in excess of the Bequest in his Will. If he had agreed to give more, it would have been memorialized in his Will the same day.

I have included a new draft settlement agreement which simply changes the dates for execution and provides two weeks to fund the Bequest should the settlement be executed. If the attached settlement agreement is not executed and returned to me by May 31, 2010, my offer to settle this dispute will automatically terminate. I really hope that we can conclude this matter amicably as I frankly find the whole issue to be distasteful. Any kind of dispute reflects poorly on the School, the Board and all of the parties involved. I urge the board of the MISHA to vote to adopt the attached settlement so that I can complete the Bequest.

Sincerely yours:



A. Jonathan Schwartz

EST-00003

Exhibit 1

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Exhibit 1

SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

13 FURTHER AFFIANT SAYETH NAUGHT.

14 
 15 MILTON I. SCHWARTZ

16 SUBSCRIBED AND SWORN to before

17 me this 22 day of February, 1993

18 
 19 NOTARY PUBLIC



DIANNE SANDERS
 Notary Public, Nevada
 My exp. date 12/31/93

Exhibit 2

Exhibit 2

MAR-04-2010 12:21

SCHWARTZ OFFICE

7023878770 P.02/04

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

Present:

Elliott Klain
Gerri Rentchler — 388-GIFT (10AM)
Neville Pokroy
Fred Berkley
George Rudiak
Tamar-Lubin
Milton Schwartz
Roberta Sabbath
Susan McGarraugh

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

The minutes were approved as read.

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

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

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

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

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

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

Susan McGarraugh
Susan McGarraugh
Acting Secretary

EST-00075

Exhibit 3

Exhibit 3

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,

EST-00077

Exhibit 4

Exhibit 4

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

LIONEL, SAWYER & COLLINS

Job: C20130412-0697
April 12, 2013

Special Handling Instructions:

C20130412-0697

DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE

SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED

EMAILED RMICHE@LIONELSAWYER.COM 4/12/13 FAB

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00003876091-74		30	\$2.00	\$60.00
Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
24-HR Copy Expedite	00003876091-74		1	\$125.00	\$125.00
Total					\$215.00

Payments

Type	Description	Amount
Billed	750046	\$215.00
Total		\$215.00

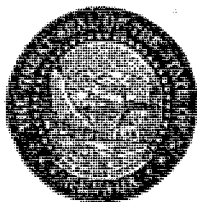
Credit Balance: \$0.00

Job Contents:

NV Corp Certified Copy Request Cover 1
Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA



ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

April 12, 2013

Job Number: C20130412-0697
Reference Number: 00003876091-74
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C1073-1980-001	Articles of Incorporation	6 Pages/1 Copies
C1073-1980-003	Amendment	4 Pages/1 Copies
C1073-1980-005	Amendment	3 Pages/1 Copies
C1073-1980-007	Amendment	1 Pages/1 Copies
C1073-1980-008	Amendment	1 Pages/1 Copies
C1073-1980-010	Amendment	1 Pages/1 Copies
C1073-1980-012	Amendment	1 Pages/1 Copies
20070003515-43	Annual List	1 Pages/1 Copies
20080084895-54	Annual List	1 Pages/1 Copies
20080195694-74	Amendment	2 Pages/1 Copies
20080586063-38	Amended List	1 Pages/1 Copies
20090255488-73	Annual List	1 Pages/1 Copies
20100102296-53	Annual List	1 Pages/1 Copies
20110048708-01	Annual List	2 Pages/1 Copies
20120024437-45	Annual List	2 Pages/1 Copies
20120851508-32	Annual List	2 Pages/1 Copies

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

FILED
 OFFICE OF THE
 SECRETARY OF STATE
 STATE OF NEVADA

AUG 22 1989

ANDREW SUE DIA FILIPA SECRETARY OF STATE

1073-80

FILING FEE: \$10.00 BY C38270
 GANG & BERKLEY/FREDERIC L. BERKLEY
 415 SO. SIXTH ST., STE. 101
 LAS VEGAS, NV 89101

**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

///

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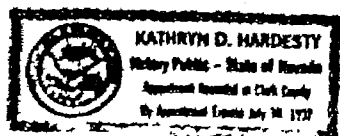
Nevada non-profit corporation, have executed and acknowledged these presents this 14th day of August, 1990.


 MILTON I. SCHWARTZ, President

 LENARD E. SCHWARTZER, Secretary

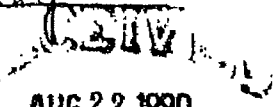
STATE OF NEVADA)
 ss:
 COUNTY OF CLARK)

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.




 NOTARY PUBLIC


 AUG 22 1990

STATE OF NEVADA)
 ss:
COUNTY OF CLARK)

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

WITNESS MY HAND AND OFFICIAL SEAL.

Linda Daugherty
NOTARY PUBLIC

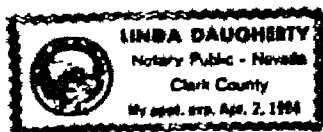


Exhibit 5

Exhibit 5

1970

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.

Amber H. Hunsley
 [Signature]
 [Signature]
 Rhonda S. Schatz
 Keri Runkler
 Kristle Perry
 Elliott Clear
 [Signature]
 [Signature]
 [Signature]
 Tammie Lubin-Dapashnik

Exhibit 6

001883

001883

Exhibit 6

Deposition of:

Neville Pokroy, M.D.

Case:

In the Matter of the Estate of Milton I. Schwartz
P061300

Date:

02/25/2014



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1 present at this meeting and that this line of
2 questioning is relevant as to ascertaining what Milton
3 I. Schwartz's knowledge and understanding was
4 concerning the naming of the school at or about the
5 time he executed the same, and this line of questioning
6 establishes a historical baseline for what Mr. Schwartz
7 understood.

8 MR. COUVILLIER: I think the Court was clear
9 on it, and I'm not going to get into a debate with
10 Mr. Freer. But I do object to it, and I hope we don't
11 spend a lot of line of questioning on the historical
12 aspects, Alan, just, you know, to stick with the will
13 that happened in 2005 and Mr. Schwartz's intentions at
14 the time that he executed the will, which I think is
15 what the Court is looking for.

16 BY MR. FREER:

17 Q. That being said, Mr. Pokroy, at the meeting,
18 was there any discussion about naming the Hebrew
19 Academy after Milton I. Schwartz?

20 A. My recollection, that there was a discussion
21 at that particular moment in time, I don't remember
22 details. But certainly the discussion took place, and
23 indeed, we followed it up by naming the school after
24 Milton I. Schwartz.

25 Q. Do you recall having any discussions with

Neville Pokroy, M.D.

In the Matter of the Estate of Milton I. Schwartz

1 Milton at or about that time that the school was going
2 to be named after him?

3 A. Yes.

4 Q. And what is your recollection of those
5 discussions?

6 A. We had a hand in soliciting Mr. Schwartz to
7 help us, because we were given an eviction notice from
8 our previous housing at Beth Sholom. I think they gave
9 us about a year because they needed the space, so we
10 had to find another location. We needed funds. The
11 land in Summerlin had been negotiated by the principal
12 and others, and so we were looking for financial help.
13 And my wife and I spoke to Milton to encourage him to
14 be involved, and he said yes.

15 Q. Did Milton ask at that -- did Milton ask about
16 naming the school after him?

17 A. When we solicited him, no, but it clearly was
18 discussed at subsequent meetings, and his name was on
19 the school thereafter.

20 MR. FREER: We'll mark that as Exhibit No. 3.

21 (Exhibit No. 3 was marked for
22 identification.)

23 BY MR. FREER:

24 Q. Now, before we move to Exhibit No. 3, I'm
25 going to draw your attention down to the third

Exhibit 7

Exhibit 7

Deposition of:

Neville Pokroy, M.D.

Case:

In the Matter of the Estate of Milton I. Schwartz
P061300

Date:

02/25/2014



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Neville Pokroy, M.D.

In the Matter of the Estate of Milton I. Schwartz

1 paragraph, second sentence on Exhibit No. 2. It states
2 a letter should be written to Milton Schwartz stating
3 that the academy will be named after him. Do you
4 recall whether or not that occurred?

5 MR. COUVILLIER: Objection. Relevance, and it
6 violates the Court's November 11th order, and from here
7 on out, we'll just refer to the order, Court's order.

8 THE WITNESS: I have no recollection of having
9 seen this particular letter.

10 BY MR. FREER:

11 Q. Okay. Do you recall -- strike that. Are you
12 aware of Milt ever understanding that the Hebrew
13 Academy would be named after him; namely, the Milton I.
14 Schwartz Hebrew Academy, in perpetuity?

15 MR. COUVILLIER: Same objection. Relevance,
16 and it violates the Court's order.

17 BY MR. FREER:

18 Q. If you want, I can have her --

19 A. I've got --

20 Q. -- read the question back.

21 A. I've got the question.

22 Q. Okay.

23 A. Should I respond?

24 Q. Yes, please. You can respond.

25 A. I do not recall those specific words. My

1 understanding that when he gave the donation -- and
2 this is conjecture -- is that it was implicit in his
3 donation.

4 Q. And you said "it," what was "it"?

5 A. That the naming was implicit, that it would
6 remain there.

7 Q. Okay. Did you have any discussions with
8 Milton about the permanency of the name?

9 A. No.

10 MR. COUVILLIER: And, Alan, if I could just
11 interpose.

12 When you said his donation, which donation
13 were you talking about Dr. Pokroy?

14 THE WITNESS: His initial donation to allow
15 the school to go forward.

16 MR. COUVILLIER: Thank you, sir.

17 THE WITNESS: Which also brought him to be
18 Chairman of the Board.

19 BY MR. FREER:

20 Q. When did Milton become Chairman of the Board?

21 A. Soon after he agreed to proceed with the
22 financial contribution.

23 Q. And what was the amount --

24 A. To my recollection.

25 Q. What was the amount of that financial

Exhibit 8

001891

001891

Exhibit 8

Deposition of:

Lenard E. Schwartz, Esq.

Case:

In the Matter of the Estate of Milton I. Schwartz
P061300

Date:

02/25/2014



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1 a letter that was written that said I was -- by me that
2 said I was no longer on the board in '92.

3 Q. Okay. All right. Do you recall being on the
4 board at or about the time the Hebrew Academy switched
5 its name to the Milton I. Schwartz Hebrew Academy?

6 A. Yes.

7 Q. What do you recall with respect to the name
8 change?

9 A. I don't have any specific recollection of a
10 board meeting where that was done. I do have a
11 specific recollection that the name of the school was
12 changed to the Milton I. Schwartz Hebrew Academy at the
13 time the school was moving to the new location on
14 Hillpointe because Mr. Schwartz donated a very large
15 sum and arranged for the balance of the financing for
16 the construction of the new school building.

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

22 Q. Okay. You used the phrase "in perpetuity."
23 What is your understanding as to why that term "in
24 perpetuity" came about?

25 A. Well, it came about because in the discussions

Exhibit 9

Exhibit 9

Deposition of:

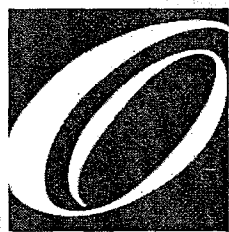
Lenard E. Schwartzer, Esq.

Case:

In the Matter of the Estate of Milton I. Schwartz
P061300

Date:

02/25/2014



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1 And, therefore, asking about documents and
2 bylaws that occurred decades before the will was
3 executed are not relevant to the question or to the
4 issue and violate the scope of the Court's order and,
5 therefore, improper.

6 MR. FREER: And I will incorporate by
7 reference my response raised in the prior deposition of
8 Neville Pokroy, but summarized as essentially our
9 position is, it is relevant to ascertaining the
10 decedent's understanding and mindset at the time he
11 executed the will in 2004.

12 MR. COUVILLIER: Well, we believe that his
13 mindset is reflected on the actual words of the will.

14 MR. FREER: That being said, I will have the
15 reporter read the question back to you again --

16 THE WITNESS: Okay.

17 MR. FREER: -- and then you can answer.

18 (Record read.)

19 THE WITNESS: Yes, it does comport with my
20 recollection concerning the naming of the school and,
21 particularly, that it shall remain so in perpetuity.

22 BY MR. FREER:

23 Q. Okay.

24 Do you have any knowledge or understanding as
25 to what the term "in perpetuity" may have meant to

1 Milton I. Schwartz in connection with the naming of the
2 school?

3 MR. COUVILLIER: Same objection as to
4 relevance and violation of the Court's order.

5 THE WITNESS: My recollection is that all the
6 parties at the time understood that in perpetuity meant
7 forever. I mean, it's not a difficult English word or
8 unusual English word. It's not a legal -- legalism or
9 anything. It meant what its common English meaning is.
10 It's forever. I guess lawyers use it because they all
11 had to learn the rule against perpetuities in law
12 school or something like that.

13 BY MR. FREER:

14 Q. I always thought lawyers used in perpetuity
15 because they could charge more by the word. Let the
16 record reflect that was a joke.

17 MR. FREER: Hand that to the court reporter,
18 please. Is this No. 7?

19 (Exhibit No. 7 was marked for
20 identification.)

21 BY MR. FREER:

22 Q. Mr. Schwartzer, I'm handing you what's been
23 marked as Exhibit No. 7. It's a letter that purports
24 to be from you to Milton I. Schwartz dated July 17,
25 1992. Do you recall this document?

Exhibit 10

Exhibit 10

Deposition of:

Roberta Sabbath, Ph.D.

Case:

In the Matter of the Estate of Milton I. Schwartz
P061300

Date:

03/05/2014



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1 for?

2 MR. COUVILLIER: Same objection.

3 BY MR. LUSZECK:

4 Q. And by the name change, I mean from the Hebrew
5 Academy to the Milton I. Schwartz Hebrew Academy?

6 MR. COUVILLIER: Same objection.

7 THE WITNESS: When you say "supposed to," what
8 does "supposed to" mean?

9 BY MR. LUSZECK:

10 Q. Was it your understanding that it was going to
11 be in perpetuity? Was it your understanding that the
12 name change was supposed to be for a temporary period
13 of time?

14 MR. COUVILLIER: Same objection. Leading the
15 witness.

16 MR. KRAMETBAUER: You can answer.

17 THE WITNESS: My understanding was that it was
18 for in perpetuity.

19 BY MR. LUSZECK:

20 Q. Do you recall any specific conversations
21 during the board meeting or with any other members of
22 the board of trustee around this time, August 14th,
23 1989, regarding that topic?

24 MR. COUVILLIER: Same objection.

25 MR. KRAMETBAUER: You can answer the question.

Exhibit 11

001901

001901

Exhibit 11

Deposition of:

Tamar Lubin Saposhnik, Ph.D.

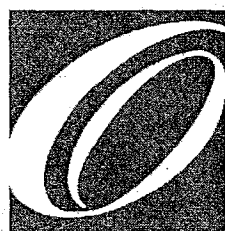
Volume I, Pages 1 - 93

Case:

In the Matter of the Estate of Milton I. Schwartz
07P061300

Date:

06/09/2016



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1 A. Yes.

2 Q. Okay. Do you recall if that was in 1989?

3 A. Yes.

4 Q. Okay.

5 A. Yeah.

6 Q. Do you recall --

7 A. I think we have stuff, galas -- I'm sure there's
8 even pictures. Anyway, there's lots of stuff here.

9 Q. Okay. Do you recall describing Mr. Schwartz as an
10 example of the fulfillment of the American dream?

11 A. Yes.

12 Q. Okay.

13 A. Yeah. I spoke to him, you know, personally one on
14 one and I explained to him what the meaning of that would be
15 for the Jewish people, for him as a leader.

16 Q. Okay. Do you recall the school changing its name
17 from The Hebrew Academy to the Milton I. Schwartz Hebrew
18 Academy?

19 A. Yes.

20 Q. Can you tell me how that came about?

21 A. Well, I spoke with Milton at the time and I said it
22 would be a great idea if we get the funding, that we would
23 change the name from The Hebrew Academy to the
24 Milton I. Schwartz Hebrew Academy.

25 Q. Okay. Did you have an understanding with respect to

1 that name change being a perpetual name change?

2 A. Oh, yes. In perpetuity. I believe he mentioned
3 that word.

4 Q. What's your understanding of what that term means?

5 A. My understanding?

6 Q. Yes.

7 A. From here to kingdom come.

8 Q. Okay. And do you recall if that was all the board's
9 understanding when that name change was made?

10 A. Yes.

11 MR. KEMP: Form. Foundation.

12 BY MR. LeVEQUE:

13 Q. You can answer the question.

14 A. Yes. I -- I recall that. It was understood by
15 myself and the board members that the name would be there in
16 perpetuity.

17 Q. Okay. Counsel lodged a foundation objection, so I'm
18 going to try parsing this out a little bit.

19 A. Okay.

20 Q. Do you recall having a board meeting -- board
21 meeting or board meetings where the name change was discussed?

22 A. Do I remember specifically, but knowing myself, I'm
23 sure there were. I wouldn't ever do anything on my own.

24 Q. Okay.

25 MR. LeVEQUE: Four, please.

Exhibit 12

001905

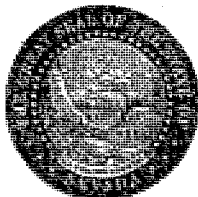
001905

Exhibit 12

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

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April 12, 2013

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Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
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Total		\$215.00

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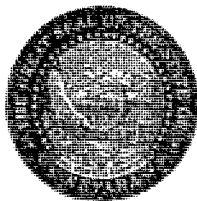
NV Corp Certified Copy Request Cover 1

Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
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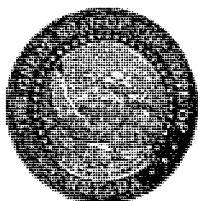
April 12, 2013

Job Number: C20130412-0697
Reference Number: 00003876091-74
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C1073-1980-001	Articles of Incorporation	6 Pages/1 Copies
C1073-1980-003	Amendment	4 Pages/1 Copies
C1073-1980-005	Amendment	3 Pages/1 Copies
C1073-1980-007	Amendment	1 Pages/1 Copies
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20070003515-43	Annual List	1 Pages/1 Copies
20080084895-54	Annual List	1 Pages/1 Copies
20080195694-74	Amendment	2 Pages/1 Copies
20080586063-38	Amended List	1 Pages/1 Copies
20090255488-73	Annual List	1 Pages/1 Copies
20100102296-53	Annual List	1 Pages/1 Copies
20110048708-01	Annual List	2 Pages/1 Copies
20120024437-45	Annual List	2 Pages/1 Copies
20120851508-32	Annual List	2 Pages/1 Copies

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202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller", is written over a horizontal line.

ROSS MILLER
Secretary of State

Certified By: F Lincoln
Certificate Number: C20130412-0697
You may verify this certificate
online at <http://www.nvsos.gov/>

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

Filing Fee \$25.00 C32919

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION
(after organizational meeting)

OCT 19 1994

1073-80

CHERYL A. LAU SECRETARY OF STATE

The Milton I. Schwartz Hebrew Academy
Name of Corporation

We the undersigned Ira David Sternberg and
President or Vice President (or Chairman)

Robert Rakita of The Milton I. Schwartz Hebrew Academy
Secretary or Assistant Secretary Name of Corporation

do hereby certify:

That the Board of Directors of said corporation at a meeting duly convened, held on the 25th
day of August, 1994, adopted a resolution to amend the original articles as follows:

Article I is hereby amended to read as follows:

This corporation shall be known as:

THE HEBREW ACADEMY

RECEIVED

SEP 20 1994

Secretary of State

[Signature]
President or Vice President (or Chairman)
[Signature]
Secretary or Assistant Secretary

State of NEVADA
County of Clark } ss.

On September 13th 1994, personally appeared before me, a Notary Public,

IRA D. Sternberg and Robert Rakita, who acknowledged
Names of Persons Appearing and Signing Document

that they executed the above instrument.



TERRY BOTHMANN
Notary Public - Nevada
(NOTARY STAMP OR SEAL)
Clark County
My comm. exp. Mar. 25, 1996

Terry Bothmann
Signature of Notary

Exhibit 13

Exhibit 13

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
CLT	\$	45,247.09				
Grand Total	\$	1,055,903.75				

EST-00265

OBJ Ex. Page 48 of 55

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

Exhibit 14

Exhibit 14

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.



Accreditation: Northwest Association of Schools and Colleges



License: State of Nevada Department of Education



Member: National Association of Independent Schools

11/16-23-1996 11:18

1 782 2557232

P.02

EST-00011

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

Exhibit 15

Exhibit 15

Deposition of:

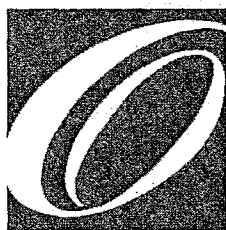
Roberta Sabbath, Ph.D.

Case:

In the Matter of the Estate of Milton I. Schwartz
P061300

Date:

03/05/2014



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1 was, perhaps, Gertrude Rudiak might have been the
2 fifth, I would -- she would have been the fifth, if I
3 recall correctly.

4 BY MR. LUSZECK:

5 Q. Okay. What was the purpose of providing this
6 letter to Milton?

7 MR. COUVILLIER: Same objection.

8 MR. KRAMETBAUER: If you remember.

9 THE WITNESS: I could only logically conclude
10 from the intent that it was to reassure him of the name
11 reversion back to his name, and the hopes is it
12 references his continuing involvement and goodwill, and
13 that seems to be the intent the letter.

14 BY MR. LUSZECK:

15 Q. Okay.

16 A. We did everything we could at that time to
17 rebuild the bridges that we felt had been broken and to
18 retain in the stability of the school and to guarantee
19 its future growth.

20 Q. Were bridges between the school and Milton
21 broken at that time?

22 A. I do not recall that. What we did do, as I
23 said, was every possible way we could think of to
24 stabilize, to help the school grow, we would reach out.

25 Q. Okay.

Exhibit 16

Exhibit 16

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division

202 N. Carson Street
Carson City, NV 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

LIONEL, SAWYER & COLLINS

Job: C20130412-0697

April 12, 2013

Special Handling Instructions:

C20130412-0697

DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE

SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED

EMAILED RMICHIE@LIONELSAWYER.COM 4/12/13 FAB

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00003876091-74		30	\$2.00	\$60.00
Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
24-HR Copy Expedite	00003876091-74		1	\$125.00	\$125.00
Total					\$215.00

Payments

Type	Description	Amount
Billed	750046	\$215.00
Total		\$215.00

Credit Balance: \$0.00

Job Contents:

NV Corp Certified Copy Request Cover 1
Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

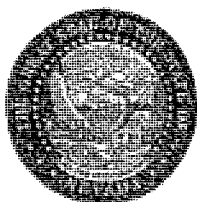
April 12, 2013

Job Number: C20130412-0697
Reference Number: 00003876091-74
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C1073-1980-001	Articles of Incorporation	6 Pages/1 Copies
C1073-1980-003	Amendment	4 Pages/1 Copies
C1073-1980-005	Amendment	3 Pages/1 Copies
C1073-1980-007	Amendment	1 Pages/1 Copies
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Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller", is written over a horizontal line.

ROSS MILLER
Secretary of State

Certified By: F Lincoln
Certificate Number: C20130412-0697
You may verify this certificate
online at <http://www.nvsos.gov/>

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

- NRS 82.056 -

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

MAR 21 1997

(after first meeting of directors)

No. 1073-80

THE HEBREW ACADEMY

Name of Corporation

Dean Heller
DEAN HELLER, SECRETARY OF STATE

File this and signed

Jacalyn Glass-Wolfson

President or Vice President

Geri Rentschler

of The Hebrew Acad

Secretary or Assistant Secretary

Name

Filed in the office of

Document Number

C1073-1980-010

Filing Date and Time

03/21/1997 12:00 AM

Entity Number

C1073-1980

do hereby certify:

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

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

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

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

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

State of NEVADA

County of CLARK

ss.

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

Jacalyn Glass-Wolfson and Geri Rentschler

who acknowledged

Names of Persons Appearing and Signing Documents

that they executed the above instrument.

Cathleen F. Bridgman
Signature of Notary

(NOTARY STAMP OR SEAL)

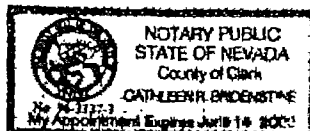


Exhibit 17

Exhibit 17

07/13/04 TUE 12:58 FAX 1 702 2567232

THE HEBREW ACADEMY

001

given to Blw
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

07/13/04 TUE 12:59 FAX 1 702 2557232

THE HEBREW ACADEMY

0002

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.

X Provide yearly security 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 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

07/13/04 TUE 13:05 FAX 1 702 2557232

THE HEBREW ACADEMY

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

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

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

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

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

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

Section 6.06. The indemnification provided by this section:

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

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

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

ARTICLE VII

CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

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

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

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

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

ARTICLE VIII

MISCELLANEOUS

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

Section 8.02. Intentionally Deleted.

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENTS TO BYLAWS

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

By: Carol G. Foss
President

Adopted this 13th day of April, 1999

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

13
of ~~13~~ April 1999

By: Geir Rentschler
Secretary

Exhibit 18

Exhibit 18

Deposition of:

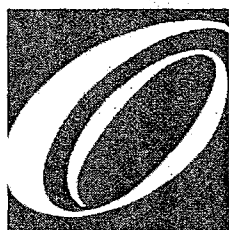
Irving J. Steinberg

Case:

In the Matter of the Estate of Milton I. Schwartz
07P061300

Date:

06/14/2016



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Irving J. Steinberg

In the Matter of the Estate of Milton I. Schwartz

1 and saying they want to do it, they want it handled.

2 Q. Okay. Do you recall during this time period in
3 spring of 2000 how the school was doing financially?

4 A. Losing money.

5 Q. Okay. And is it your understanding -- well, let me
6 ask you this: Do you have an understanding with respect to
7 historically the financial condition of the school before you
8 got there?

9 MR. BLAKE: Object to the form of the question.
10 Vague as to time.

11 THE WITNESS: In a general rule, the school always
12 ran in a deficit.

13 BY MR. LeVEQUE:

14 Q. Okay.

15 A. Okay? And it was through -- Milton Schwartz would
16 make payroll, basically.

17 Q. Okay. Can you explain that a little more?

18 A. Yeah. We didn't have the money to pay the teachers
19 or pay a note. Milton would be asked to put up the money and
20 he would put up money, and then we would fund -- we would fund
21 it and he'd take money back out. Basically -- and that didn't
22 change much really after Adelson came in, as I -- at the very
23 start there.

24 Q. Okay. We will certainly get to that.

25 A. Just the methodology of how it was funded.

Exhibit 19

CONFIDENTIAL
TO BE SUBMITTED TO THE COURT FOR
IN CAMERA REVIEW

Exhibit 19

Exhibit 20

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001939

Exhibit 20

Irving J. Steinberg

In the Matter of the Estate of Milton I. Schwartz

1 A. Mm-hmm.

2 Q. Is that a yes?

3 A. Yes.

4 Q. Okay.

5 MR. BLAKE: Can I interrupt you? Sorry.

6 MR. LeVEQUE: Sure.

7 MR. BLAKE: Mine are April 8th. I have the
8 April 8th, 2003 minutes.

9 THE WITNESS: April 8th.

10 MR. LeVEQUE: Huh.

11 MR. BLAKE: I can share with the witness.

12 MR. LeVEQUE: May 13th. What's --

13 THE WITNESS: This is April 8.

14 MR. LeVEQUE: Okay. Let me take that one.

15 (Exhibit 5 withdrawn.)

16 (Exhibit 5 marked for identification.)

17 BY MR. LeVEQUE:

18 Q. Okay. This is the correct Exhibit 5, which should
19 be minutes from a board meeting on May 13th, 2003.

20 Do you see that?

21 A. Mm-hmm.

22 Q. Is that a yes?

23 A. Yes.

24 Q. Okay. If you go down to the middle of the page, you
25 see a sentence that begins "Victor met with the following

1 families."

2 Do you see that?

3 A. What page?

4 Q. The first page about halfway down, there's an
5 indented paragraph that says -- that starts with "Victor met
6 with the following families who pledged financial support."

7 A. Oh. Okay.

8 Q. You're there?

9 A. Yeah.

10 Q. Okay. And you see there's an enumerated list of
11 people who have pledged financial support; you see Dr. Miriam
12 and Sheldon Adelson, \$250,000; Abigail and Milton Schwartz,
13 \$150,000.

14 Do you see that?

15 A. Yes.

16 Q. Okay. Is this consistent with your prior testimony
17 that the Schwartzes on a regular basis would pledge financial
18 support for the school?

19 A. That the Schwartzes would? Yes.

20 Q. Yes. Okay.

21 And --

22 MR. BLAKE: For the record, objection --

23 THE WITNESS: Notice --

24 MR. BLAKE: Let me object to the prior question as
25 mischaracterizing prior testimony, so object to the form.

Exhibit 21

CONFIDENTIAL
TO BE SUBMITTED TO THE COURT FOR
IN CAMERA REVIEW

Exhibit 21

Exhibit 22

Exhibit 22

Irving J. Steinberg

In the Matter of the Estate of Milton I. Schwartz

1 Do you see that?

2 A. Yes.

3 Q. All right. And when they're saying "the

4 Federation," they're talking about the Jewish --

5 A. Jewish Federation of Las Vegas.

6 Q. Right. And historically, did the Jewish Federation

7 of Las Vegas give money to the school?

8 A. Yes.

9 Q. All right. And --

10 A. There's a period of time, a couple of years that

11 they didn't --

12 Q. Okay.

13 A. -- refuting over who was going to -- over how it was

14 going to be funded and how much.

15 Q. Okay. But at least this year, it shows that
16 scholarship money was received for the 2005-2006 year, right?

17 A. Yes.

18 Q. And do you recall Mr. Schwartz assisting and
19 facilitating that -- that donation of the scholarship money?

20 A. Yeah.

21 MR. BLAKE: Objection. Foundation and form.

22 BY MR. LeVEQUE:

23 Q. Okay. Can you tell me about that?

24 A. Milton was the one that pushed -- that pushed the

25 Federation to come up with the scholarship money.

Exhibit 23

Exhibit 23

LAST WILL AND TESTAMENT

OF

MILTON I. SCHWARTZ

I, MILTON I. SCHWARTZ, domiciled in Clark County, Nevada, and a citizen of the United States, being of sound and disposing mind memory, do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, and hereby revoke any and all Wills and Codicils at any time heretofore made by me.

FIRST: MARITAL AND FAMILY STATUS

I am married to ABIGAIL SCHWARTZ and any references to my "spouse" or my "wife" herein is to her. I have four (4) children now living, whose names and dates of birth are:

EILEEN JOANNA ZARIN	July 21, 1948
ROBIN SUE LANDSBURG	January 15, 1951
SAMUEL SCHWARTZ	June 8, 1953
A. JONATHAN SCHWARTZ	August 5, 1970

The terms "my child" and "my children" as used in this Will shall refer to the aforementioned children. The term "descendants" as used in this Will shall mean the blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted who was a minor at the date of adoption, that child or his descendants shall be considered as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

SECOND: BEQUESTS

2.1 Written Directions. I may leave one or more written directions disposing of items of personal and household articles. Each shall be effective only if (i) executed by me with all the formalities of a deed (i.e., witnessed and notarized), and (ii) delivered to the Trustees of the trust referred to in ARTICLE THIRD hereof prior to my death. Each may be dated before or after the date of this Will, but none shall be effective insofar as I have expressly revoked it by a similarly executed and delivered written instrument. If such a direction exists, (i) it shall be given effect as though its provisions were written here (in this Section) in this Will, and (ii) it shall take precedence over any contrary disposition of the same item or items of property in this Will (or in any Codicil hereto, unless such Codicil expressly overrides such direction). If there be more than one such unrevoked direction, to the extent they are in conflict, the one bearing the most recent date shall control.

2.2 Personal and Household Articles Not Subject to Written Directions. Subject to the foregoing provisions of Section 2.1, I give my jewelry, clothing, household furniture and furnishings, personal automobiles, and any other tangible articles of a personal nature; or my interest in any such property, not otherwise specifically disposed of by this will, or in any other manner, together with any insurance on the property, to my descendants who survive me, per stirpes, such descendants to make their shares as they shall agree. My Executor shall represent any beneficiary under age 18 in matters relating to any distribution under this Section 2.2, including selection of the assets that shall constitute that beneficiary's share, and my Executor in my Executor's discretion sell for the beneficiary's account any part of the beneficiary's share. Any property or its proceeds distributable to a beneficiary under age 18 pursuant to this Section 2.2 may be delivered without bond to any suitable person with whom the beneficiary resides or who has care of the beneficiary.

I direct that the expense of packing, shipping and delivering such property to said legatee, at said legatee's

Testator's Initials

(Initials)

residence or place of business, shall be paid by my Executor as an administration expense of my estate.

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

2.4 Landsburg Grandson's Gift. I hereby give, devise and bequeath the total sum of one hundred eighty thousand dollars (\$180,000.00); forty five thousand dollars (\$45,000.00) each to the following of my grandchildren upon my death in recognition of my appreciation and pride that I experienced upon hearing each of the following grandchildren chant a portion of the Torah at Benjamin Landsburg's Bar Mitzvah: Michael Landsburg; Zachary Landsburg; Benjamin Landsburg; Joshua Landsburg.

2.5 Distribution of Trust Assets of THE MILTON I. SCHWARTZ 1991 IRREVOCABLE TRUST. I created THE MILTON I. SCHWARTZ 1991 IRREVOCABLE TRUST on August 21, 1991 (herein, "MIS 1991 Trust"), which presently owns the home in which I reside commonly known as 2120 Silver Avenue, Las Vegas, Nevada (herein, the "home"). Under the terms of the MIS 1991 Trust, if I should die prior to the 13 years and 7 month term, I give, devise and bequeath the home to my wife, ABIGAIL SCHWARTZ, if she survives me, provided that she is married to and living with me at the time of my death.

2.6 Frances A. Martel. I hereby direct my Executor or the Successor-Trustee of the Milton I. Schwartz Revocable Family Trust, dated January 29, 1986 (herein, my "Executor") as the case may be, to give, devise and bequeath the sum of one thousand dollars (\$1,000.00) per month, each month, to Frances A. Martel (herein, "Martel") for so long as she shall live.

2.7 Termination of Gifts. I hereby terminate and revoke any gift to the following: Las Vegas Jewish Federation or any successor thereto; Las Vegas Jewish Federation Day School in Formation or any successor thereto. In the event that the revocation of these gifts in section 2.8 hereof shall be challenged in any way, I hereby give, devise and bequeath the sum of one dollar only (\$1.00) to each organization.

THIRD: RESIDUARY BEQUESTS

3.1 Residue to Trust. I give, devise and bequeath the residue of my estate to A. JONATHAN SCHWARTZ as Successor-Trustee, or any successor Trustees, of the trust designated as "THE MILTON I. SCHWARTZ REVOCABLE FAMILY TRUST" established January 29, 1986 and amended earlier today, of which I am the Grantor and the original Trustee. I direct that the residue of my estate shall be added to, administered and distributed as part of that trust, according to the terms of that trust and any amendments made to it before my death. To the extent permitted by law, it is not my intention to create a separate trust by this Will or to subject the trust or the property added to it by this Will to the jurisdiction of the Probate Court.

3.2 Incorporation by Reference. If the disposition in Section 3.1 is not operative or is invalid for any reason, or if the trust referred to in that Section fails or has been revoked, then I hereby incorporate by reference the terms of that trust, including any amendments thereto, and I give, devise and bequeath the residue of my estate to the Trustee named therein as Trustee, to be held, administered and distributed as provided in that instrument.

Testator's Initials MS

FOURTH: EXECUTOR

4.1 Appointment of Executor. I nominate, constitute and appoint A. JONATHAN SCHWARTZ, or in the event of his death, Robin Sue Landsburg, as Executor of this Will. If both shall for any reason fail to qualify or cease to act as such Executor, then I nominate Bileen Joanna Zarin as Executor in their place and stead. The term "my Executor" as used in this Will shall include any personal representative of my estate.

4.2 Waiver of Bond. No bond shall be required of any Executor nominated in this Will.

4.3 Appointment of Ancillary Fiduciaries. Should ancillary administration be necessary or advantageous in any jurisdiction and should my Executor be unable and or unwilling to act as my ancillary fiduciary, I nominate, constitute and appoint as ancillary fiduciary such qualified person or trust institution as my Executor shall from time to time designate (with retained right of removal) in a writing filed in the court having ancillary jurisdiction. Furthermore, all my ancillary fiduciaries shall at all times be subject to the directions of my Executor and the residuary estate of each ancillary administration shall be transmitted to my Executor as promptly as possible.

4.4 Election of Simplified Unsupervised Administration. If independent administration without certain court proceeding and supervision is to any extent permitted under the laws of any jurisdiction in which any part of my estate is being administered, I hereby elect such simplified mode(s) of administration and direct, to the greatest extent possible, settlement of my estate without the intervention of or accountings to any courts.

4.5 General Powers. In addition to, and not in limitation of the Executor's common law and statutory powers, and without order or approval of any court, I give and grant to my Executor the rights and powers to take any action desirable for the complete administration of my estate, including the power to determine what property is covered by general descriptions contained in this Will, the power to sell on behalf of my estate, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to such confirmation of court as may be required by law.

4.6 Power Regarding Tax Returns. My Executor is authorized to file an income tax return for me and to pay all or any portion of the taxes due thereon. If any additional assessment shall be made on account of any income tax return which I have filed, my Executor is authorized to pay the additional assessment. The exercise of authority hereunder by my Executor shall be conclusive and binding on all persons.

4.7 Power to Make Tax Elections. My Executor has the authority to make the following choices

(a) Elect any valuation date for purposes of federal estate tax permitted by law which my Executor deems to be to the best advantage of the family considered as a whole rather than the advantage of those interested only in my estate, even to the extent of making the election in such a way that the federal estate tax is greater rather than less a result of such election, provided that in my Executor's discretion such is likely to be for the best advantage, present and future, of the family taken as a whole.

(b) Choose the methods of payment of federal estate taxes or state estate or inheritance taxes.

(c) Determine whether any or all of the expenses of administration of my estate shall be used as federal estate tax deductions or as federal income tax deductions. No beneficiary under this Will shall have any right to recoupment or restoration of any loss the beneficiary suffers as a result of the use of such deduction for one or the other of these purposes.

(d) Join with my spouse or the estate of my spouse in filing a joint income or gift tax return or returns for any arrears for which I have not filed returns prior to my death.

(e) Consent that any gifts made by me or my spouse have been made one-half by me and one-half by my spouse for gift tax purposes even though these actions may subject my estate to additional tax liabilities.

Testator's Initials JS

- (f) Allocate in my Executor's sole discretion, any portion of my exemption under Sec. 2631(a) of the Internal Revenue Code, as amended, to any property as to which I am the transferor, including any property transferred by me during life as to which I did not make an allocation prior to my death.
- (g) Exercise any other options or elections afforded by the tax law of the United States or of any other jurisdiction. My Executor may exercise this authority in my Executor's sole discretion; regardless of any other provisions in this Will or the effect on any other provisions of this Will or the effect on any person interested in my estate. No beneficiary under this Will shall be entitled to a compensating adjustment even though the exercise of these tax powers affects the size or composition of my estate or of any disposition under this Will. The determination of my Executor with respect to the exercise of the election shall be conclusive upon all affected persons.

4.8 Power to Select Property to be Distributed. I authorize my Executor, on any preliminary or final distribution of property in my estate, to partition, allot, and distribute my estate in kind, including undivided interests in my estate or any part of it, or partly in cash and partly in kind, or entirely in cash, in my Executor's absolute discretion. Any distribution or division in kind may be made on a proportionate or a non-proportionate basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market values.

4.9 Power to Employ. My Executor may employ and compensate from my estate accountants, brokers, attorneys, investment advisors, custodians and others whose services are, in my Executor's discretion, necessary or convenient to the administration of the estate created herein. My Executor is expressly authorized to employ and compensate any firm with which my Executor may be associated to perform any services that are in my Executor's opinion necessary or convenient to the administration of my estate.

4.10 Continuance of Business. (a) I further authorize my Executor either to continue the operation of any business belonging to my estate for such time and in such manner as my Executor may deem advisable and for the best interests of my estate, or to sell or liquidate the business at such time and on such terms as my Executor may deem advisable and for the best interests of my estate. Any such operation, sale, or liquidation by my Executor in good faith, shall be at the risk of my estate and without liability on the part of my Executor for any resulting losses.

4.10 (b) In connection with the business interests known as Nevada Yellow Cab Corporation, Nevada Checker Cab Corporation, Nevada Star Cab Corporation, Besdew Limited Partnership, National Automotive, Ltd., Star Limousine, L.L.C. and all affiliates and related entities, and any successor companies thereto, and all real estate related thereto (herein "YCS"); as well as the real property commonly known as Jennifer Park, Jonathan Park, Michael Park, as well as any other real estate held by the Grantor's estate or real estate or investments invested in as proceeds from the sale of these properties; any investments whether equities, stocks, bonds, limited partnerships, cash or investments invested in as proceeds from the sale of these investments (herein, "investments"); the management of Americab, Roland Garage, all affiliates and related entities (herein "Americab"), and all related real estate and any successor companies thereto or companies or investments, invested in as proceeds from the sale of Americab; as well as any other real estate or businesses of which the Grantor or his estate held or holds an interest in, the Grantor specifically nominates, constitutes and appoints his son, Executor, and Trustee, A. JONATHAN SCHWARTZ (herein, "JONATHAN"), to serve and represent his, his family's, estate's and Revocable Trust's interests, with respect thereto. A. JONATHAN SCHWARTZ is fully familiar with the details of these business interests and most capable of continuing the management of their affairs. Insofar as the Grantor has personally performed management duties and functions in the past, represented his or his family's interest at Board Meetings, TSA or TA Meetings, JONATHAN is hereby designated to continue in those capacities subject to the following conditions:

4.10 (c) In connection with management duties performed by A. JONATHAN SCHWARTZ for the Grantor, the Grantor's estate and Revocable Trust's interest in YCS and any successor companies thereto, and all real estate related thereto; A. JONATHAN SCHWARTZ shall receive a ninety three thousand eight hundred forty six (\$93,846.00) annual salary, increased by 2% each year (herein, "YCS Salary"). The YCS Salary shall be paid from a combination of both the Payroll and Director's Fees customarily received by the Grantor during his life. Furthermore, A. JONATHAN SCHWARTZ shall receive any medical insurance or other benefits as a Director of YCS as the Grantor received during his lifetime.

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4.10 (d) JONATHAN'S management, control and decision making authority of YCS shall be limited only by the following: In the event that the primary assets of YCS (the taxicab and transportation operations) are to be sold, in order to provide consent to such a sale, JONATHAN must receive two additional votes of the Grantor's three remaining children or their representatives.

4.10 (e) Notwithstanding any provision herein contained to the contrary, all stock held or managed by Milton I. Schwartz at the time of his death or held in the Milton I. Schwartz Revocable Family Trust (January 29, 1986) in YCS, shall continue to be held, after Milton I. Schwartz's death, in the name of the Milton I. Schwartz Revocable Family Trust (January 29, 1986), A. Jonathan Schwartz, Trustee. JONATHAN'S duties as described within this section 4.02 shall continue for his lifetime or permanent disability.

4.10 (f) Notwithstanding any provision herein contained to the contrary, to the extent that the primary assets of YCS are sold, comprised of the entity names and transportation operations so that there are no further operations of YCS or its successors, and if the sales proceeds are distributed out to the respective owners of YCS, the Trustee shall distribute out said sales proceeds to each of the four family units as to twenty-five percent (25%) to each family unit.

4.10 (g) JONATHAN'S management, control and decision making authority on behalf of my estate's interest in YCS shall be limited only by the following: In the event that the primary assets of YCS (the taxicab and transportation operations) are to be sold, in order to provide consent to such a sale, JONATHAN must receive two additional votes of my three remaining children or their representatives.

4.10 (h) With regard to the management of Jennifer Park, Jonathan Park and all other income producing properties in which I or my estate holds an interest, JONATHAN shall receive a management fee in the amount of three percent (3%) of the annual base rent generated by the respective property, as he has received during my life, for property management services.

4.10 (i) In connection with JONATHAN'S property management services of the property commonly known as Michael Park, JONATHAN shall receive monthly compensation of one thousand six hundred sixty seven dollars (\$1,667.00) as he has received during my life.

4.10 (j) JONATHAN shall serve as President of Americab, Roland Garage, all affiliates and related entities (herein, "Americab"), and all related real-estate and any successor companies, their companies or investments, invested in as proceeds from the sale of Americab.

4.11 Distribution to Minors. In the event any person entitled to receive distributions hereunder shall be a minor, or an incompetent, the distributions to that person shall be to the natural guardian of the legally appointed guardian, conservator or other fiduciary of the person or estate of that person (including, but not limited to, a custodian for the beneficiary under the Uniform Transfers to Minors Act in the state in which the beneficiary or custodian resides or any other state of competent jurisdiction), to be held and used exclusively for the benefit of that person. My Executor shall not be required to see to the application of any funds so paid or applied and the receipt of that guardian, conservator or other fiduciary of the person or estate of that person shall be complete acquittance of my Executor.

4.12 Power to Disclaim. My Executor is authorized to disclaim all or any portion of any bequest, devise or trust interest provided for me under any will or trust instrument. In particular, I authorize my Executor to exercise this authority in order to obtain advantageous results considering, in the aggregate, the taxes to be imposed on my spouse's estate and mine, even though this may cause some beneficiaries of my estate to receive less than they would otherwise have received.

4.13 Power to Transact with Trusts. My Executor is hereby authorized to purchase any property, and to make loans and advances, or to otherwise deal with, the Trustee of any trust, including, but not limited to, trusts wherein the Executor and Trustee shall be the same parties.

FIFTH: TESTAMENTARY DECLARATIONS

5.1 Revocation of Spouse's Right to Receive Annuity Payments. Pursuant to the provisions of Section 4.01 of each of THE ROBIN SUE LANDSBURG 1993 RETAINED ANNUITY TRUST, THE EILEEN JOANNA ZARIN 1993 RETAINED ANNUITY TRUST, THE SAMUEL SCHWARTZ 1993 RETAINED ANNUITY TRUST and THE

Testator's Initials ledg

A. JONATHAN SCHWARTZ 1993 RETAINED ANNUITY TRUST, my wife has the right to receive certain annuity payments, subject to my power of revocation. I hereby revoke my wife's right to receive any such annuity payments.

5.2 Non-exercise of Powers of Appointment. I refrain from exercising any testamentary power of appointment that I may have at the time of my death.

5.3 Presumption of Survivorship. For purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within 90 days after my death.

5.4 Confirmation of Gifts. I hereby ratify and confirm all gifts made by me prior to my death, and I direct that none of those gifts should be deemed or construed to be an advancement to any beneficiary nor shall any gift be taken into account in the settlement of my estate.

5.5 Premarital Agreement. On January 26, 1993 I entered into a Premarital Agreement with my wife. I have made provisions in the trust referred to in ARTICLE THIRD hereof to carry out the provisions of said Agreement. I hereby direct my Executor to take any further actions necessary or appropriate to carry out the terms of said Agreement. I hereby instruct my representatives to fulfill the terms and provisions of the Premarital Agreement in lieu of any other bequests or legacies to Abigail Schwartz, only to the extent agreed to in writing by Abigail Schwartz and myself, or as ordered in a judgment of a court of competent jurisdiction. Abigail Schwartz shall have no further interest in my estate, Will or trusts.

5.5 (b) Abigail Schwartz Outstanding Loan. As of January 7, 2004, an outstanding Promissory Note (herein: the "Note") existed between my wife and myself whereby my wife owes me or my estate two hundred thirty thousand dollars (\$230,000.00). To the extent that any balance is left remaining on the Note at the time of my death, any amounts to be paid to my wife from my estate, in accordance with our Premarital Agreement, shall be reduced by the amount of the balance on the Note.

SIXTH: MISCELLANEOUS

6.1 Incontestability. In the event any person authorized to receive any property hereunder commences, prosecutes, promotes, intervenes in, contributes to or voluntarily participates in, directly or indirectly, or counsels or aids any other person to commence, prosecute, promote, intervene in, contribute to or voluntarily participate in, directly or indirectly, any proceeding or action in any court, agency, tribunal or other forum wherein the person authorized to receive property or the counseled person (1) seeks to void, nullify or set aside all or any part of my Will; (2) seeks to void, nullify or set aside any trust of which I am a grantor or trustee, or both; or (3) makes a claim which is based upon any alleged act or omission by me, individually, or in my capacity as trustee, executor, partner, officer or director, or in any other capacity; or (4) directly or indirectly contests or calls into question the discretionary decisions of the Executor or Trustee hereunder, then I revoke any share or interest in my estate given under this Will or in the trust referred to in ARTICLE THIRD hereof to the person making the claim, to the counseling person, and to the descendants of each of them, and such share or interest shall be immediately disposed of by termination of the appropriate trust or trust or otherwise, as if such claimant or counseling person had predeceased me without descendants. This provision shall remain in effect from my death until no trust under the trust referred to in ARTICLE THIRD hereof is in existence, whether or not the administration of my estate has been completed. If any provision of this Article is held to be unenforceable or void for any reason, the remaining provisions shall be fully effective.

6.2 Tax Contribution. I direct that every specific and general gift, devise or bequest given under this Will or any Codicil hereto shall be delivered free of all estate and inheritance taxes and that such taxes be paid out of the residue of my estate. I further direct that no legatee, devisee or beneficiary hereunder, or beneficiary under any of my life insurance policies, or any surviving joint tenant, or any trustee of any private trust of mine which shall be in existence at the time of my death, shall be called upon to make any contributions toward the payment of any estate or inheritance taxes.

6.3 No Interest on Specific Bequests. I direct that no interest be paid on any specific bequest herein.

Testator's Initials JS

6.4 Severability If any part or parts of this Will shall be invalid, illegal or inoperative, it is my intention that the remaining parts shall stand and be effective and operative.

6.5 Gender and Number. As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.6 Headings. The headings, titles and subtitles in this Will have been inserted for convenient reference, and shall be ignored in its construction.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February

2004.

MILTON I. SCHWARTZ

On the date last above written, MILTON I. SCHWARTZ declared to us that the foregoing instrument, consisting of seven (7) pages, including the affidavit signed by us as witnesses, was his Will dated January __, 2004, and requested us to act as witnesses to it. He thereupon signed this Will in our presence all of us being present at the same time. We now at his request, in his presence, and in the presence of each other, subscribe our names as witnesses.

Residing At:

1465 Verde Triandos Dr.
Henderson, NV 89012

Residing At:

1511 Surf Drive
Henderson, NV 89015

STATE OF NEVADA)

) ss.:

COUNTY OF CLARK)

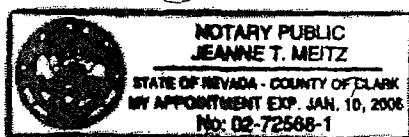
Then and there personally appeared the within named Richard B. Newman and Beverley J. Jones who, being duly sworn, depose and say:

That they witnessed the execution of the within Will of the within named Testator, MILTON I. SCHWARTZ; that the Testator subscribed the Will and declared the same to be his Will in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; that the Testator at the time of the execution appeared to be of full age and of sound mind and memory and under no constraint; and that they make this Affidavit at the request of the Testator.

SUBSCRIBED and SWORN to before me

This 5th day of January, 2004.

Notary Public



EST-00096

Exhibit 24

CONFIDENTIAL
TO BE SUBMITTED TO THE COURT FOR
IN CAMERA REVIEW

Exhibit 24

Exhibit 25

CONFIDENTIAL
TO BE SUBMITTED TO THE COURT FOR
IN CAMERA REVIEW

Exhibit 25

Exhibit 26

134

001955

001955

Exhibit 26

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division

202 N. Carson Street
Carson City, NV 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

LIONEL, SAWYER & COLLINS

Job: C20130412-0697

April 12, 2013

Special Handling Instructions:

C20130412-0697

DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE

SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED

EMAILED RMICHIE@LIONELSAWYER.COM 4/12/13 FAB

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00003876091-74		30	\$2.00	\$60.00
Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
24-HR Copy Expedite	00003876091-74		1	\$125.00	\$125.00
Total					\$215.00

Payments

Type	Description	Amount
Billed	750046	\$215.00
Total		\$215.00

Credit Balance: \$0.00

Job Contents:

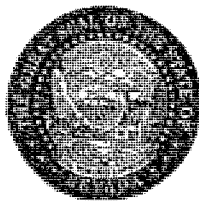
NV Corp Certified Copy Request Cover 1

Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

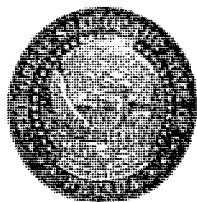
April 12, 2013

Job Number: C20130412-0697
Reference Number: 00003876091-74
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C1073-1980-001	Articles of Incorporation	6 Pages/1 Copies
C1073-1980-003	Amendment	4 Pages/1 Copies
C1073-1980-005	Amendment	3 Pages/1 Copies
C1073-1980-007	Amendment	1 Pages/1 Copies
C1073-1980-008	Amendment	1 Pages/1 Copies
C1073-1980-010	Amendment	1 Pages/1 Copies
C1073-1980-012	Amendment	1 Pages/1 Copies
20070003515-43	Annual List	1 Pages/1 Copies
20080084895-54	Annual List	1 Pages/1 Copies
20080195694-74	Amendment	2 Pages/1 Copies
20080586063-38	Amended List	1 Pages/1 Copies
20090255488-73	Annual List	1 Pages/1 Copies
20100102296-53	Annual List	1 Pages/1 Copies
20110048708-01	Annual List	2 Pages/1 Copies
20120024437-45	Annual List	2 Pages/1 Copies
20120851508-32	Annual List	2 Pages/1 Copies

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



Respectfully,

A handwritten signature in dark ink, appearing to read "Ross Miller", is written over a horizontal line.

ROSS MILLER
Secretary of State

Certified By: F Lincoln
Certificate Number: C20130412-0697
You may verify this certificate
online at <http://www.nvsos.gov/>

Mar-21-08 02:28pm From: LOURIE & CUTLER, PC

617-742-5720

T-154 P.03/04 F-375



ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 884-5708
Website: secretaryofstate.biz

Filed in the office of	Document Number
	20080195694-74
Ross Miller	Filing Date and Time
Secretary of State	03/21/2008 11:20 AM
State of Nevada	Entity Number
	C1073-1980

Nonprofit Amendment (After First Meeting)

(PURSUANT TO NRS 81 AND 82)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nonprofit Corporations

(NRS Chapters 81 and 82 - After First Meeting of Directors)

1. Name of corporation:

The Milton I. Schwartz Hebrew Academy

2. The articles have been amended as follows (provide article numbers, if available):

Article I is hereby deleted in its entirety and replaced with the following: "This Corporation shall be known in perpetuity as 'The Dr. Miriam and Sheldon G. Adelson Educational Institute'."

See attachment for additional amendments.

3. The directors (or trustees) and the members, if any, and such other persons or public officers, if any, as may be required by the articles have approved the amendment. The vote by which the amendment was adopted by the directors and members, if any, is as follows: directors 11 and members N/A.*

4. Officer Signature (Required):

X

Signature

Chairman
Title

*A majority of a quorum of the voting power of the members or as may be required by the articles, must vote in favor of the amendment. If any proposed amendment would alter or change any preference or any relative or other right given to any class of members, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of a majority of a quorum of the voting power of each class of members affected by the amendment regardless of limitations or restrictions on their voting power. An amendment pursuant to NRS 81.210 requires approval by a vote of 2/3 of the members.

FILING FEE: \$50.00

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State and Notary Public
Residence (1/1/07)

EST-00250

Mar-21-08 02:28pm From-LOURIE & CUTLER,PC

617-742-6720

T-164 P.04/04 F-375

Attachment to
Certificate of Amendment to Articles of Incorporation
of The Milton I. Schwartz Hebrew Academy

Article II is hereby amended by adding a paragraph at the end of Article II to state the following specific language: "The schools conducted by the corporation shall be community schools of mixed gender, not affiliated with a specific denomination of Judaism. Students in the schools shall not be required to pray. Male students shall be strongly recommended (but not required) to wear a kippa during prayer and other religious ceremonies. Also, no student shall be required to wear a kippa at any time."

Article IV is hereby deleted in its entirety and replaced with the following specific language: "The governing board of the corporation shall be known as the Board of Trustees and the Board of Trustees shall constitute the corporation. The term of office of each Trustee shall be three years. The number of Trustees may from time to time be increased or decreased by the Board of Trustees but in no event shall the number of Trustees be fewer than seven (7) or more than twenty (20). If for any reason a Trustee shall not be elected in the time and manner provided for herein, or in the Bylaws, such Trustee shall continue to serve as Trustee until his or her successor has been elected."

\\users\lourie\c\mils\delapn\mily\charitable\found\mils\schwartz-amend\articles

EST-00251

Exhibit 27

Exhibit 27

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DISTRICT COURT
CLARK COUNTY, NEVADA

* * * * *

In the Matter of the Estate
of,

MILTON I. SCHWARTZ,

Case No. P061300
Dept. No. 26/Probate

Deceased.

VIDEOTAPED DEPOSITION OF

JONATHAN SCHWARTZ

Volume I

Las Vegas, Nevada

July 28, 2016

9:40 a.m.

Reported by: Heidi K. Konsten, RPR, CCR
Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 322729

1 MR. FREER: It's page 6.

2 BY MR. KEMP:

3 Q It's page 6. Did I say page 6?

4 A Okay.

5 Q Okay. We talked about that in previous
6 depositions, so let's stay out of that. All
7 right. Second claim is fraud in the inducement.

8 Is it really your position that someone
9 committed a fraud here?

10 MR. FREER: Objection. Calls for a
11 legal conclusion.

12 You can answer.

13 THE WITNESS: Unfortunately, yes.

14 BY MR. KEMP:

15 Q So you think someone sat there and they
16 intended to defraud your father out of \$500,000?

17 A When are you referring to?

18 Q Okay. Well, what are you referring to
19 when you say there was fraud? You agree there was
20 no fraud at the beginning in '89?

21 A I'm saying the fraud occurred after my
22 father died, when they minimized his naming rights
23 and attempted to take the naming rights away from
24 him and continued to accept my money when I made
25 annual donations to the school in the name of the

1 Milton I. Schwartz Hebrew Academy, continued to
2 represent to me that the school would be known as
3 the Milton I. Schwartz Hebrew Academy. And then I
4 subsequently found out that they had changed the
5 name of the school in 2007 and never told me.

6 Q Are we talking about the campus again,
7 or -- we're not talking about the school. We're
8 talking about the campus.

9 A Whatever you want to call it, whether
10 it's the campus, the school, whatever you want to
11 call it.

12 Q Okay. Well, let's -- let's try to break
13 it down a little bit.

14 K through 8 was not changed in 2008;
15 right?

16 A I don't know, sitting here.

17 Q Okay. When did you first find out --
18 well, you said they changed something in 2008.

19 A I found out --

20 MR. FREER: Objection.
21 Mischaracterizes -- no, strike that. Never mind.

22 THE WITNESS: Through the course of
23 this deposition -- through the course of this
24 litigation, at some point we received documents
25 through discovery. And at some point, I found a

Exhibit 28

001965

001965

Exhibit 28



April 17, 2008



Exhibit AA

Mr. A. Jonathan Schwartz
Family of Milton I. Schwartz
2293 Duneville Street
Las Vegas, NV 89146

Dear Jonathan:

Thank you for your leadership gift to The Dr. Miriam and Sheldon G. Adelson School and The Milton I. Schwartz Hebrew Academy 2008 In Pursuit of Excellence Gala. Your most generous support is greatly appreciated and is the reason the event was such a success!

Our mission is to instruct and inspire new generations of students who will use their knowledge, values, and vision to fulfill their own potential and build a better world.

With your kindness, you have helped ensure that children in need of financial assistance have the ability to attend the school of their choice. This year, more than 70 students require financial assistance. On their behalf, please accept our thanks and deepest gratitude.

At The Adelson School and The M.I.S. Hebrew Academy, students experience an outstanding, safe, and caring learning environment. Our teachers are dedicated professionals who are gifted experts in their individual fields of study, and who are committed to blending the quest for knowledge with the acquisition of moral character in a way that has practical consequences.

Thank you again for your meaningful support, and thank you for helping to build a better world for all of us.

Sincerely,

Paul

Paul Schiffman
Head of School

*Hope you enjoy the
enclosed video.
Thanks Paul*

[Signature]
Victor Chaitiel
Board Chairman

*Jonathan, we
missed you at
the gala;
THANK YOU VERY
MUCH AGAIN*

(let us try to meet after!)

EST-00028

Exhibit 29

001967

001967

Exhibit 29

cc Dan



May 28, 2008

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

file
1/11/08
TAXED

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	\$ <u>0</u>
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

EST-00008

Exhibit 30

001969

001969

Exhibit 30



THE MILTON I. SCHWARTZ
HEBREW ACADEMY

The Dr. Miriam & Sheldon G.
Adelson Educational Campus

9700 West Hillpointe Road
Las Vegas, Nevada 89134

EDUCATION FOR LIFE

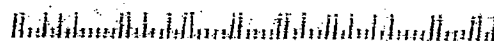


UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$ 000.610
0004450704 MAR 04 2010
MAILED FROM ZIP CODE 89134

Exhibit AF

Mr. Jonathan Schwartz
2293 Duneville St.
Las Vegas, NV 89146

0014653143



Jonathan-

Victor informed me that you did not yet receive our save the date. I was happy to confirm your address & get this out to you right away. The invite will also be going out next week, so please keep an eye out for it. We look forward to seeing you at this year's gala fundraiser and I am happy to help in any way I can with your tribute this year. All the best!

- Davida Simis

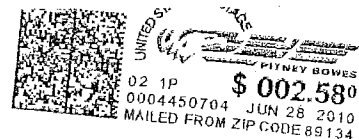
EST-00032

Exhibit 31

001971

001971

Exhibit 31



The Dr. Miriam & Sheldon G.
Adelson Educational Campus

9700 West Hillpointe Road
Las Vegas, Nevada 89134

EDUCATION FOR LIFE

Jonathan Schwartz
2293 Duneville Street
Las Vegas, NV 89146

Exhibit W

EST-00079

Exhibit 32

001973

001973

Exhibit 32

The Milton I. Schwartz
Hebrew Academy in Summerlin

9700 W. Hillpointe Rd., Las Vegas, NV 89134
(702) 255-4500 Fax: (702) 255-7232



HEBREW ACADEMY
SUMMERLIN

Exhibit AI

SD. ok
Jennifer -
12-20-11

December 2, 2011

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

Dear Mr. Schwartz:

The Board of Trustees, staff and families at the Dr. Miriam and Sheldon G. Adelson Educational Campus want to offer our sincere appreciation for your donation of \$12,500.00 to the *In Pursuit of Excellence Gala* honoring Alan Dershowitz. Your recognition of quality education is truly invaluable.

One Hundred percent of the proceeds from this year's gala go towards scholarships for families in need. In a time when your support is more important than ever, you can feel proud to have ensured that scholarships will be available for our students in the 2012-2013 school year. The Adelson Educational Campus not only offers students Jewish values and an excellent secular education, but our mission is to provide children with an *Education for Life*. Our comprehensive approach emphasizes education each student to be academically stimulated, emotionally secure and physically healthy. Our goal is to send students who possess confidence and a strong sense of self into the world. It is your generous support that helps make this important effort possible.

Thanks again for your support as we grow and strengthen our school. We know the sacrifices and dedication it takes to send a child to private school, and likewise we are committed to teaching our students to give back as they become educated, responsible citizens of the world.

Todah Rabah and thank you,
The 2011-2012 Gala Committee

This letter is your receipt to acknowledge your contribution of \$12,500. The Adelson Educational Campus is a 501 (c) (3) nonprofit corporation as determined by the Internal Revenue Service, making the amount fully deductible to the extent allowed by law. Our non-profit tax ID# is 94-2701113



Accreditation: Northwest Association of Schools and Colleges



License: State of Nevada Department of Education



Member: National Association of Independent Schools

EST-00033

Exhibit 33

001975

001975

Exhibit 33

1

DISTRICT COURT

2

CLARK COUNTY, NEVADA

3

* * * * *

4

5 In the Matter of the Estate
6 of,

6

MILTON I. SCHWARTZ,

7

Case No. P061300

8

Deceased.

Dept. No. 26/Probate

9

10

11

VIDEOTAPED DEPOSITION OF

12

JONATHAN SCHWARTZ

13

Volume I

14

Las Vegas, Nevada

15

July 28, 2016

16

9:40 a.m.

17

18

19

20

21

22

Reported by: Heidi K. Konsten, RPR, CCR
Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 322729

23

24

25

1 This was all based on discussions I had with my
2 dad.

3 Q I'm not suggesting in any way you're
4 making anything up. Okay? I'm not suggesting
5 that. And I -- and I apologize if -- if you --
6 you understood it that way.

7 Okay. Why -- why don't we break it down
8 a little better.

9 In '89, the school consisted of K
10 through 8, yes?

11 A Don't know.

12 Q Okay. At some point in time, there was
13 a high school added on?

14 A Correct.

15 Q Okay. And you're aware of the fact that
16 that was named the Adelson High School?

17 A Correct.

18 Q Do we have any dispute about that
19 being --

20 A No.

21 Q Okay. All right.

22 A Never did.

23 Q Okay. All right.

24 Now, with regards to the lower school,
25 okay, we refer to that -- do you understand that

1 to be K through 8?

2 A Yes.

3 Q Okay. And that was named after your
4 father; correct?

5 A Correct.

6 Q Okay. Now, what was your understanding
7 of the '89 agreement with regards to, first of
8 all, the lower school?

9 A My understanding is that the school
10 agreed that it would be known as the Milton I.
11 Schwartz Hebrew Academy in perpetuity.

12 Q Okay. In other words, it's been used as
13 eternity. Does that --

14 A I'm sorry.

15 Q Eternity, perpetuity, same thing?

16 A Same thing, as far as I'm concerned.

17 Q Okay. Now, there's also been reference
18 to something called a campus. Okay.

19 Are you familiar with that?

20 A Correct.

21 Q What was your understanding of the
22 agreement, if any, with regards to the campus?

23 MR. FREER: Objection. Vague as to
24 time.

25

1 BY MR. KEMP:

2 Q '89, first of all.

3 A My understanding is that the name of the
4 school was the Milton I. Schwartz Hebrew Academy
5 in perpetuity, and that applied to the entire
6 piece of land where the school sits.

7 Q Okay. So do you understand that
8 agreement to have included the lower school and
9 the entire campus, or do you have any
10 understanding?

11 A Any -- any school that -- that appeared
12 on the land. At the time of the agreement, there
13 was no high school. There was simply a school,
14 and the school was the Milton I. Schwartz Hebrew
15 Academy.

16 Q Okay.

17 A And it applied to that entire land --
18 piece of land.

19 Q Okay. Let -- let me try to clarify
20 this.

21 When we talked to Rabbi Wyne, he broke
22 it down into lower school, campus, and high
23 school. Okay?

24 A Uh-huh.

25 Q And -- and his testimony -- and I think

Exhibit 34

001980

001980

Exhibit 34

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA

3 * * * * *

4

5 In the Matter of the Estate
6 of,

6

7

MILTON I. SCHWARTZ,

Case No. P061300

8

Deceased.

Dept. No. 26/Probate

9

10

11

VIDEOTAPED DEPOSITION OF

12

JONATHAN SCHWARTZ

13

Volume I

14

Las Vegas, Nevada

15

July 28, 2016

16

9:40 a.m.

17

18

19

20

21

22

Reported by: Heidi K. Konsten, RPR, CCR
Nevada CCR No. 845 - NCRA RPR No. 816435
JOB NO. 322729

23

24

25

1 you had with him before the meeting you've already
2 told me about?

3 A Yes.

4 Q Okay. And you said there was a threat?

5 A Yes.

6 Q And what was the threat?

7 A He said if I didn't give a million
8 dollars or more, that he would take my father's
9 name off the school, which is why I have proceeded
10 in this fashion since.

11 Q Okay. And your father's name was still
12 on the lower school or elementary school, whatever
13 you want to call it --

14 A Correct.

15 Q -- 2008, after this call, 2009, 2010,
16 2011, 2012?

17 A Yes.

18 Q Okay. So assuming for the sake of
19 argument it was a threat, Mr. Adelson didn't take
20 the name off at that point in time or -- and no
21 one took the name off?

22 A I had periodic tours of the school with
23 Paul Schiffman, with Victor Chaltiel, and they
24 would say, "Look, your dad's name is still up on
25 the school."

Exhibit 35

001983

001983

Exhibit 35

1

DISTRICT COURT

2

CLARK COUNTY, NEVADA

3

* * * * *

4

5 In the Matter of the Estate
6 of,

6

MILTON I. SCHWARTZ,

7

Case No. P061300

8

Dept. No. 26/Probate

Deceased.

9

10

11

VIDEOTAPED DEPOSITION OF

12

JONATHAN SCHWARTZ

13

Volume I

14

Las Vegas, Nevada

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Nevada CCR No. 845 - NCRA RPR No. 816435
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2 told me about?

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9 name off the school, which is why I have proceeded
10 in this fashion since.

11 Q Okay. And your father's name was still
12 on the lower school or elementary school, whatever
13 you want to call it --

14 A Correct.

15 Q -- 2008, after this call, 2009, 2010,
16 2011, 2012?

17 A Yes.

18 Q Okay. So assuming for the sake of
19 argument it was a threat, Mr. Adelson didn't take
20 the name off at that point in time or -- and no
21 one took the name off?

22 A I had periodic tours of the school with
23 Paul Schiffman, with Victor Chaltiel, and they
24 would say, "Look, your dad's name is still up on
25 the school."

1 Q And the picture was still up in the
2 lobby?

3 A The pictures is still there. The bust
4 is still there. But nonetheless, I started to
5 hear from other board members discussion about
6 removing it, so I was fearful. And what I was
7 attempting to do was to get them to memorialize
8 the agreement so that I didn't write a check for a
9 half a million dollars and then wake up the next
10 day and find out that they had taken my father's
11 name off the school.

12 Q And that's --

13 A I thought that was only prudent.

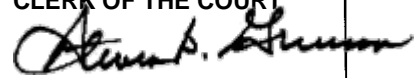
14 Q And that's what led to the May 10th,
15 2010, letter?

16 A Correct. Well, I had -- I had sent
17 prior drafts of agreements to them, and every time
18 I attempted to reach out to the school in an
19 official capacity, when I attempted to reach the
20 board or get some sort of response from them, I
21 got no response. It was just crickets. They just
22 ignored me trying to complete the gift.

23 Q Is that why the last page of this is a
24 draft? You said you sent previous drafts. Is
25 that why --

51

51



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

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 In the Matter of the Estate of:

15 MILTON I. SCHWARTZ,

16 Deceased

Case No.: P061300
Dept.: 26/Probate

Hearing Date: July 19, 2018
Hearing Time: 9:30 a.m.

17 **OPPOSITION TO MOTION FOR SUMMARY JUDGMENT REGARDING BREACH OF**
18 **CONTRACT AND COUNTERMOTION FOR ADVISORY JURY**

19 A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz ("Executor"), by and
20 through his counsel, Alan D. Freer, Esq. and Alexander G. LeVeque, Esq., of the law firm of
21 Solomon Dwiggins & Freer, Ltd., hereby submits the Executor's Opposition to The Dr. Miriam
22 and Sheldon G. Adelson Educational Institute's (the "School") Motion for Summary Judgment
23 Regarding Breach of Contract and Countermotion for Advisory Jury
24 ("Opposition/Countermotion").
25
26
27
28

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SOLOMON
DWIGGINS & FREER
TRUST AND ESTATE ATTORNEYS

1 This Opposition/Counter-motion is made and based upon the pleadings and papers on file
2 herein, the attached Memorandum of Points and Authorities, all attached exhibits, and any oral
3 argument that this Honorable Court may entertain at the time of hearing.

4 DATED this 6th day of July, 2018.

5 SOLOMON DWIGGINS & FREER, LTD.

6 /s/ -- Alexander G. LeVeque

7 Alan D. Freer (#7706)
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12 MEMORANDUM OF POINTS AND AUTHORITIES

13 I.

14 INTRODUCTION

15 Genuine factual disputes preclude summary judgment. A factual dispute is genuine "when
16 the evidence is such that a rational trier of fact could return a verdict for the nonmoving party."¹
17 In this case, a rational jury could return a verdict for the Estate on its contract-related claims based
18 upon the evidence already in the record. To reach its requested relief of a pretrial dispositive
19 ruling, the School assumes the role of the factfinder and weighs the credibility of all disputed and
20 conflicting evidence, and concludes that its version of the facts are the most credible, and,
21 therefore, summary judgment is appropriate.

22 The School advances seven arguments for why it believes the Executor's breach of
23 contract claims should not, as a matter of law, be presented to the jury for a trial on its merits:

24 First, the School argues that there is no admissible evidence demonstrating that Mr.
25 Schwartz reached an agreement to donate \$500,000 to the School and that, to the contrary, all
26 admissible evidence demonstrates that Mr. Schwartz promised \$1 million to the School but only
27

28 ¹ *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005).

1 donated \$500,000. Accordingly, if admissible evidence does, in fact, exist of such an agreement,
2 the School's first argument is defeated.

3 Second, the School argues that there is no admissible evidence to support the Executor's
4 testimony that Mr. Schwartz pledged \$500,000 of his own money and further promised to raise
5 \$500,000 from charitable contributions from others. This is a straw man set up the School. Mr.
6 Schwartz's pledge to solicit charitable contributions from others was not the consideration he paid
7 for the naming rights. Rather, Mr. Schwartz's \$500,000 contribution was the consideration paid.
8 There is ample evidence of this in the record.

9 Third, the School argues that the terms of the oral contract are too vague and indefinite to
10 be enforceable under Nevada law, and there is no written naming rights agreement. Again, the
11 school sets up another straw man to knock down. The enforceable naming rights agreement
12 between the Estate and the School is memorialized in several writings. Moreover, both parties
13 began performance. The School erroneously assumes that a naming rights agreement must be one
14 specific document in order to be enforceable. This simply isn't the law.²

15 Fourth, the School argues that the statute of frauds precludes the Executor's contract
16 claims. Again, the statute of frauds does not come into play because the enforceable agreement
17 between the Estate and the School is evidenced in several documents which are collectively
18 sufficient to form a "writing" for statute of frauds purposes. Moreover, both parties performed.³

19 Fifth, the School argues that the Executor is not entitled as a matter of law to the remedy
20 of specific performance. This issue is not yet ripe for determination. Before the remedy of specific
21 performance is considered by the Court, there must first be predicate factual determinations,
22 which in this case will be determined by the jury.

23
24
25 ² See e.g. *Edwards Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 1032-33, 923 P.2d 569 574
26 (1996) ("Separate writings may be considered together to establish a sufficient writing or
27 memorandum, 'even though one of them was not signed by the party to be charged, and neither
28 was a sufficient memorandum in itself.'") (quoting *Ray Motor Lodge, Inc. v. Shatz*, 80 Nev. 114,
118-19, 390 P.2d 42, 44 (1964)).

³ See *Id.* ("Full performance by one party may also remove a contract from the statute of
frauds.").

1 Sixth, the School argues that the Estate's claims for promissory estoppel, offset of bequest
 2 under will, revocation of gift and constructive trust, and injunctive relief are derivative of the
 3 breach of contract claim and should, therefore, be dismissed as well. While it is true that such
 4 claims flow from the School's removal of the Milton I. Schwartz namesake, an enforceable legal
 5 contract is not a necessary predicate for a promissory estoppel claim and equitable remedies.

6 Seventh, the School argues that the Executor's claim for breach of contract fails because
 7 the transaction at issue is an unenforceable *inter vivos* gift. This is not the state of the law.
 8 Although the Supreme Court of Nevada has not squarely addressed the legal issue of whether
 9 charitable pledges are enforceable agreements, several other jurisdictions have. Courts either
 10 review charitable pledges under a contract theory, a promissory estoppel theory, or a hybrid of
 11 both. In this case, the Schwartz naming rights agreement is more than simply a gift because the
 12 late Mr. Schwartz expressly conditioned the gift on the naming rights. Consideration, therefore,
 13 was exchanged and the contract theory is most appropriate.

14 This action includes both legal and equitable claims, all of which are scheduled to be tried
 15 before a jury. There has been no order for bifurcation. Accordingly, good cause exists to utilize
 16 the jury to determine issues of fact and remedies for the Estate's equitable claims. The Estate,
 17 therefore, countermoves for an advisory jury pursuant to NRCP 39(c) for equitable determinations
 18 of fact and remedies.

19 II.

20 STATEMENT OF GENUINE FACTUAL DISPUTES

21 WHICH PRECLUDE SUMMARY JUDGMENT

22 A. Naming Rights Agreement Formation

23 1. On February 23, 1993, Milton I. Schwartz testified that "on or about August of
 24 1989, [Milton I. Schwartz] donated \$500,000 to the Hebrew Academy in return for which it
 25 would guarantee that its name would change in perpetuity to the MILTON I. SCHWARTZ
 26
 27
 28

1 HEBREW ACADEMY.”⁴ Contrary to the School’s belief, the late Mr. Schwartz’s affidavit
 2 testimony is admissible because Mr. Schwartz is “unavailable,” and the nature of the statement –
 3 a statement made under oath in a legal proceeding and witnessed by a notary – offers strong
 4 assurances of accuracy.⁵

5 2. On March 31, 1993, Mr. Schwartz further testified by way of affidavit that the
 6 School’s Bylaws were changed “to specifically reflect that fact.”⁶

7 3. Indeed, in 1990, the School’s Bylaws were amended to state that “The name of this
 8 corporation is the Milton I. Schwartz Hebrew Academy (hereinafter referred to as the The
 9 Academy and shall remain so in perpetuity.”⁷

10 4. The School’s internal records show that Mr. Schwartz pledged a total amount of
 11 \$500,000 and paid a total amount of \$500,000.⁸ This document is also admissible as it is (1) an
 12 ancient document; and (2) was kept in the ordinary course of business.⁹

13 5. The late Mr. Schwartz further testified that he was “instrumental in bringing large
 14 sums of money into the MILTON I. SCHWARTZ HEBREW ACADEMY from personal
 15 donations and donations of friends and business acquaintances.”¹⁰ Specifically, he testified that he
 16 solicited contributions from Paul Sogg in the amount of \$300,000, and from Robert Cohen in the
 17 amount of \$100,000.¹¹ These donations are reflected in the School’ internal records as well.¹²

20 ⁴ See Supplemental Affidavit of Milton I. Schwartz, at ¶ 4, a true and correct copy being attached
 21 hereto as **Exhibit A**.

22 ⁵ See NRS 51.315 and 51.055(1)(c).

23 ⁶ See Second Supplemental Affidavit, at ¶ 5, a true and correct copy being attached hereto as
 24 **Exhibit B**.

25 ⁷ See School’s 1990 Amended Bylaws, a true and correct copy being attached hereto as **Exhibit**
 26 **C**.

27 ⁸ See Building Fund Pledges Memorandum, a true and correct copy being attached hereto as
 28 **Exhibit D**.

⁹ See NRS 51.235 and 51.135.

¹⁰ See **Ex. A**, at ¶ 5.

¹¹ See **Ex. B**, at ¶ 6-7.

¹² See **Ex. D**.

6. On March 4, 1993, Tamar Lubin, the School's Headmaster from approximately 1979 to 1994, testified that Mr. Schwartz "made a large gift to the school [and that] the school has borne his name since 1989... in consideration of that grant[.]"¹³

7. Dr. Lubin further testified in 1993 that she "personally solicited Mr. Schwartz's donation to the [School], the very donation resulting in the [S]chool being named for him."¹⁴

8. On June 9, 2018, Dr. Lubin had her deposition taken in this proceeding wherein she testified that her understanding was that Mr. Schwartz received naming rights in perpetuity in exchange for his initial gift of \$500,000:

Q. Okay. Now is this bylaw consistent with your understanding that Mr. Schwartz received in exchange for his initial gift of \$500,000 the naming of the school rights to be held in perpetuity?

A. Yes.

Q. Okay. And I believe you testified that your understanding what perpetuity means is forever and ever?

A. Yes.¹⁵

9. Other board members of the School have acknowledged and admitted that Mr. Schwartz gave the School the \$500,000 in exchange for the School's name to be changed to the Milton I. Schwartz Hebrew Academy in perpetuity:

Deposition of Samuel Ventura (Board member at the time)

Q. Was the money and the bylaws part of the deal between the [S]chool and Mr. Schwartz concerning the naming rights?

A. Yes.¹⁶

Deposition of Leonard Schwartz, Esq. (Board member at the time)

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 a specific recollection of a board meeting where that was done.
I do have a specific recollection that the name of the school was

¹³ See Affidavit of Tamar Lubin aka Tamar Lubin Saposhnik, at ¶ 19, a true and correct copy being attached hereto as **Exhibit E**.

¹⁴ See *Id.*, at ¶ 21.

¹⁵ See Tamar Lubin Deposition Transcript, at p. 45-46, a true and correct copy being attached hereto as **Exhibit F**.

¹⁶ See Samuel Ventura Deposition Transcript, at p. 13-14, a true and correct copy being attached hereto as **Exhibit G**.

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. 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 that he guaranteed the loans with the bank.

Q. Okay. 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.

... We used the term “in perpetuity,” because since it was by far the largest amount of money anybody had ever 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.¹⁷

Deposition of Dr. Roberta Sabbath (Board member at the time)

Q. Okay. So at that meeting, then, you and Mrs. Lubin had gone there to discuss about a land donation for, I presume, the Hebrew Academy?

A. Dr. Lubin and I went there. She had – Dr. Lubin and I went there to meet [Mr. Schwartz] and to firm up this agreement with the idea that property would be purchased and a building would be built.

Q. Okay. And as a result of that meeting, Milton, you said, gave you a check for a million dollars?

A. Yes.

Q. Okay.

A. Yes.

Q. And what was your understanding as to what that million dollars was to be used for?

A. **It was to name the building after him in perpetuity, and he was very specific about that.**

... Q. And when he handed you the check, was there an agreement that the Hebrew Academy would be named the Milton I. Schwartz Hebrew Academy in perpetuity?

[Objections by counsel]

A. **I know there was a document, and I recall it was presented as a legal document. I do not recall whether it was at that meeting or some other time, but I recall the legal document which uses the phrase “in**

¹⁷ See Leonard Schwartz Deposition Transcript, at 8-14, a true and correct copy being attached hereto as **Exhibit H**.

perpetuity" for the naming of the Milton I. Schwartz Hebrew Academy.

Q. Okay. Was it your understanding that the Hebrew Academy was going to retain the name of Milton I. Schwartz Hebrew Academy in perpetuity?

[Objections by counsel]

A. **It was, very strongly. It was very important to Milton.** I do remember that.

Q. Okay. How do you know that it was important to Milton?

A. **He expressed it, and I remember him saying make sure it says in perpetuity, and it – so that is how I know it was important to him.**

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?

A. **My understanding was that it was for in perpetuity.**¹⁸

Deposition of Dr. Neville Pokroy (Board member at the time)

Q. ... at the [August 14, 1989 Board] meeting, was 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.**

Q. Do you recall having any discussions with Milton at or about that time that the school was going to be named after him?

A. Yes.

Q. And what is your recollection of those discussions?

A. We had a hand in soliciting Mr. Schwartz to help us, because we were given an eviction notice from our previous housing at Beth Shalom. I think they gave us about a year because they needed the space, so we had to find another location. We needed funds. The land in Summerlin had been negotiated by the principal and others, and so we were looking for financial help. And my wife and I spoke to Milton to encourage him to be involved, and he said yes.

Q. Did Milton ask at that – did Milton ask about naming the school after him?

A. **When we solicited him, no, but it clearly was discussed at subsequent meeting, and his name was on the school thereafter.**¹⁹

10. In addition to the oral testimony of Mr. Schwartz, several of the School's board members, and the School's Headmaster concerning the naming rights agreement, the agreement was also acknowledged in the School's board minutes, and was performed by the School. Indeed,

¹⁸ See Roberta Sabbath Deposition Transcript, at p. 15-27, a true and correct copy being attached hereto as **Exhibit I**.

¹⁹ See Dr. Neville Pokroy Deposition Transcript, at 10-14, a true and correct copy being attached hereto as **Exhibit J**.

the School amended its Articles of Organization and its Bylaws in 1990 to reflect the perpetual name change:

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.

20

AUG 28 1990
 FRANKLIN COUNTY CLERK'S OFFICE
 NO. 16733
 CERTIFICATE OF AMENDMENT OF THE
 ARTICLES OF INCORPORATION OF
 THE HEBREW ACADEMY Aug 29 2 49 PM '90
 A Nevada Non-Profit Corporation

FILED

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

21

²⁰ See Ex. C.

²¹ See Amendment to Articles, a true and correct copy being attached hereto as Exhibit K.

11. Importantly, at the time the agreement was formed and entered, the record unequivocally establishes that both Mr. Schwartz and the School understood and believed that Mr. Schwartz received perpetual naming rights to the School as consideration for his gift. While there are discrepancies in the witness testimony as to how much his contribution was, there is no discrepancy in the School's own records which undisputedly evidences that Mr. Schwartz's charitable contribution was paid in full:

THE HEBREW ACADEMY BUILDING FUND PLEDGES JULY 1, 1988 THROUGH FEBRUARY 21, 1990			
NAME	AMOUNTS		
	PLEDGED	PAID	UNPAID
MILTON I. SCHWARTZ	\$500,000	\$500,000	\$ NONE

22

B. The 90s Litigation

12. In or about 1992, a legal dispute arose between Dr. Lubin, Mr. Schwartz, and the School concerning Dr. Lubin's employment and the election of board members for the School (the "90s Litigation").²³ During the 90s Litigation, the School resolved to change its name back to the Hebrew Academy.²⁴

13. However, soon after the 90s Litigation was resolved through settlement, the School changed its name back to the Milton I. Schwartz Hebrew Academy.²⁵

C. The School's Breach of the Schwartz Naming Rights Agreement.

14. From then until a mere four (4) months after Mr. Schwartz's August 2007 passing, the School performed its obligation to continue operating as the Milton I. Schwartz Hebrew Academy.

²² See **Ex. D.**

²³ See Complaint, a true and correct copy being attached hereto as **Exhibit L**.

²⁴ See 10/19/94 Amendment, a true and correct copy being attached hereto as **Exhibit M**.

²⁵ See Stipulation and Order for Dismissal; and Sabbath Letter, a true and correct copy being attached hereto as **Exhibit N** and **Exhibit O**, respectively. In its Motion, the School asserts that Mr. Schwartz did not file any claims in the 90 Litigation to enforce his naming rights agreement and therefore must not have had a naming rights agreement. This argument is a *non sequitur*. Mr. Schwartz did not file such claims because he did not have to. The School changed its name back as part of settling the dispute.

15. Sometime in 2006, the Adelsons committed to build a high school adjacent to the Milton I. Schwartz Hebrew Academy for students of MISHA to matriculate to. This commitment is evidenced by a letter, signed by the Adelsons, in 2007:

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!

26

16. This commitment is also evidenced by the marketing materials prepared for the Adelsons to promote their high school:

**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.



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

**The Milton I. Schwartz Hebrew Academy
is dedicated to cultivating a love of learning
and a sense of self-worth.**



The Milton I. Schwartz Hebrew Academy was established in 1988 through the generosity of Milton I. Schwartz and others who answered a need in the Las Vegas community for a strong secular and Judaic educational institution for elementary school-aged children. Since then, The M.I.S. Hebrew Academy has expanded to include preschool through 8th grade. The school is the only accredited Jewish day school in the State of Nevada.

This is a nurturing and safe community where students build a strong academic foundation, love of learning and self-confidence. High academic standards are integrated into a rich and pluralistic Jewish practice. Individualized instruction supports each student's development. Just as important as intellectual growth are social skills, respect for community and Jewish ethics.

Students in good standing matriculate from The Milton I. Schwartz Hebrew Academy to The Dr. Miriam and Sheldon G. Adelson School, the first Jewish high school in the Las Vegas area.



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

²⁶ See 2007 Gala Letter, a true and correct copy being attached hereto as **Exhibit P**.

Introducing the only Jewish high
school in Las Vegas!

THE ADELSON SCHOOL

at the Milton I. Schwartz Hebrew Academy

Now accepting applications for Fall 2007.

Students and parents: please join

Head of School, Paul Schiffman

for an informational meeting

Monday, October 23, 7pm

at the school: 9700 W. Hillpointe Road, Summerlin

RSVP 255-4500 (Our new website is under construction)

27

17. Indeed, up until shortly after Mr. Schwartz's death, The Milton I. Schwartz Hebrew Academy continued to operate as the K-8 school, and the Adelson's school operated as the high school.

18. However, in December of 2007 (approximately four months after Mr. Schwartz's passing), the School's board passed a resolution which caused the following:²⁸

- a. The acceptance of a grant from the Adelson Family Charitable Foundation subject to certain conditions.²⁹
- b. The changing, in perpetuity, of the School's legal name from "The Milton I. Schwartz Hebrew Academy" to The Dr. Miriam and Sheldon G. Adelson Educational Institute."
- c. Reducing Mr. Schwartz's namesake to the School's elementary grades in perpetuity.
- d. An amendment to the School's Bylaws to reflect the School's corporate name change to The Dr. Miriam and Sheldon G. Adelson Educational Institute in perpetuity.

²⁷ See Marketing Materials, collectively attached hereto as **Exhibit Q**.

²⁸ See Board Minutes and December 2007 Resolution, true and correct copy being attached hereto as **Exhibits R and S**.

²⁹ See Adelson Family Charitable Foundation Grant Agreement, a true and correct copy being attached hereto as **Exhibit T**.

19. On March 21, 2008, in the furtherance of the Board's December 2008 resolution, the School amended its Articles of Organization to reflect the name change.³⁰

20. Presently, and notwithstanding the School's own resolution to keep the elementary grades of the School named in honor of Mr. Schwartz in perpetuity, the School has completely removed Mr. Schwartz's namesake.³¹

D. The Estate Has been Damaged

21. The School is no longer known in any respect as the Milton I. Schwartz Hebrew Academy.

22. In addition to the removal of Mr. Schwartz's namesake, the Estate has further been damaged by the breach of contract because Mr. Schwartz made other donations to the School after the \$500,000 in the amount of \$555,903.75.³² Had Mr. Schwartz known that the School would breach their agreement shortly after his death, Mr. Schwartz would not have donated any money to the school. Principal damages alone, therefore, are in excess of \$1 million.

III.

LEGAL STANDARD

"A successful summary judgment motion requires the moving party to demonstrate both the absence of genuinely contested material facts as well as a prima facie entitlement to judgment as a matter of law based upon undisputed evidence that would be admissible at trial (or upon a lack of evidence if the nonmoving party bears the burden of persuasion at trial). Only after both showings have been made does the burden shift to the opposing party to prove the existence of genuinely disputed material facts."³³

³⁰ See Amended Articles, a true and correct copy being attached hereto as **Exhibit U**.

³¹ See Paul Schiffman Deposition Transcript, at P. 22-25, a true and correct copy being attached hereto as **Exhibit V**.

³² See Susan Pacheco Declaration, at Exhibit "U", a true and correct copy being attached hereto as **Exhibit W**.

³³ *Nutton v. Sunset Station, Inc.*, 131 Nev. Adv. Op. 34, 357 P.3d 966, 974 (Nev. App. 2015) (citing NRCP 56(e)).

When reviewing a motion for summary judgment, “the evidence, and any reasonable inferences drawn from it, must be viewed in a light most favorable to the nonmoving party.”³⁴ “[I]t is well settled that documentary evidence must be construed in the light most favorable to the non-moving party.”³⁵ “[A] district court cannot make findings concerning the credibility of witnesses or weight of evidence in order to resolve a motion for summary judgment.”³⁶ “That function is reserved for the trial.”³⁷ “If a reasonable jury could find for the non-moving party, summary judgment is inappropriate.”³⁸ “The substantive law control which factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant.”³⁹

IV.

ARGUMENT

A. The Executor Will Present Evidence at Trial in Support of His Breach of Contract Claim Which a Reasonable Jury Could Conclude Establishes by a Preponderance of the Evidence that the School did, in fact, Breach a Legally Enforceable Agreement by and between the School and the Late Milton I. Schwartz.

“Under Nevada law, the plaintiff in a breach of contract action must show (1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a result of the breach.”⁴⁰ The burden of proof for a breach of contract claim is a preponderance of the evidence.⁴¹

³⁴ *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (citing *Lipps v. So. Nev. Paving*, 116 Nev. 497, 498, 998 P.2d 1183, 1184 (2000)).

³⁵ *Sawyer v. Sugarless Shops, Inc.*, 106 Nev. 265, 267, 792 P.2d 14, 15 (1990) (citing *Hoopes v. Hammargren*, 102 Nev. 425, 429, 725 P.2d 238, 241 (1986)).

³⁶ *Borgerson v. Scanlon*, 117 Nev. 216, 220, 19 P.3d 236, 238 (2001) (citing *Hidden Wells Ranch, Inc. v. Strip Realty, Inc.*, 83 Nev. 143, 145, 425 P.2d 599, 601 (1967)).

³⁷ *Hidden Wells Ranch, Inc.*, at 83 Nev. 145, 425 P.2d 601.

³⁸ *Borgerson*, at 117 Nev. 220, 19 P.3d 238.

³⁹ *Wood*, at 121 Nev. 731, 121 P.3d 1031.

⁴⁰ *Rivera v. Peri & Sons Farms, Inc.*, 735 F.3d 892, 899 (9th Cir. 2013) (quotations omitted) (citing *Saini v. Int'l Game Tech.*, 434 F.Supp.2d 913, 919–20 (D.Nev.2006) and *Richardson v. Jones*, 1 Nev. 405, 408 (1865)).

⁴¹ See *Southwest Gas Corp. v. Vargas*, 111 Nev. 1064, 1076, 901 P.2d 693, 700 (1995); and *Ramezzano v. Avansino*, 44 Nev. 72, 189 P. 681 (1920).