

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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Clerk of Supreme Court

**APPEAL**

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

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

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

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

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

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

1 to raise a million dollars, right?

2 A. That's a lot of ifs.

3 Q. But the answer would be yes, sure?

4 A. If that was it, yes.

5 Q. And as you sit here today, you don't have  
6 personal knowledge that he raised the half million  
7 dollars from anybody, right?

8 A. I do recall discussing this with him. So I  
9 have some personal knowledge.

10 Q. Okay. Would it be true to say that the  
11 only source of your knowledge about whatever money  
12 your dad raised came from your dad?

13 A. No.

14 Q. You know what that's probably not true  
15 because I know -- I think it was with Ms. Pacheco we  
16 showed some schedules how much people gave like  
17 Sogg, Paul Sogg, do you remember that?

18 A. Yes.

19 Q. I don't have it in my finger trips and I  
20 don't want to waste time here but does it sound  
21 familiar that Mr. Sogg pledged 300,000?

22 A. I would have to defer to the document, but  
23 I think that's right.

24 Q. We can pull that out later. I don't want  
25 to get you to speculate. That would be not fair to



1     you. I will pull the documents I don't have it at  
2     my fingertips we will look close so you don't have  
3     to guess?

4             MR. JONES: Your Honor there was one thing  
5     I would like to do and it has to do with the  
6     videotape, but I think we had generally an agreement  
7     as to the validity of the videotape, the foundation,  
8     but there was a question counsel were still talking  
9     about what portions should or shouldn't be shown.

10            MR. FREER: Can we sidebar, please.

11            (Off the record.)

12            THE COURT: In order to make good use of  
13     your actually, Mr. Jones will continue his  
14     questioning until 5:00 p.m. we are not going to  
15     finish Mr. Schwartz you are going to hear from him  
16     again we apologize that we are interrupting his  
17     testimony as we told you we have two witnesses that  
18     are only available two times that's Mr. At son  
19     tomorrow and interest Schiffman -- Paul Schiffman on  
20     Wednesday. So if there is time on either of those  
21     days, after they finished testifying, you know,  
22     maybe possible to get Mr. Schwartz back on but  
23     otherwise he will have to come on on another day.  
24     So we apologize in advance that we are going to be  
25     interrupting this at 5:00 we are not moving on

1 because we are done we are moving on because we have  
2 time limitations for these two witnesses. Apologize  
3 for the interruption.

4 MR. JONES: Thank you Your Honor. I will  
5 get as much done as possible today. We will talk  
6 about the video when you get a chance later.

7 BY MR. JONES:

8 Q. Let me switch gears a little bit for a  
9 minute did talk about the school and the naming  
10 rights. Well, same subject but we are off the  
11 money, at least for the moment.

12 So when your father entered this agreement  
13 with the school in 1989, there was no actual  
14 building built, right?

15 A. Not right.

16 Q. The building that had your dad's name on it  
17 was already in existence?

18 A. It was built subsequent to.

19 Q. That's what --

20 A. I didn't understand your question.

21 Q. No worries. Maybe just didn't understand  
22 my question. In 1989 when your dad gave the  
23 \$500,000, there was no building?

24 A. Not yet.

25 Q. And there was -- they had a deal for the

1 land but they hadn't actually formally acquired the  
2 land, is that your understanding? All part of this  
3 thing? That's why they had to raise all of the  
4 money, right?

5 A. Correct.

6 Q. So there was no building initially for your  
7 dad's name to go on, right?

8 A. Not immediately, no.

9 Q. And it's your understanding, you told this  
10 jury, that when the building got built, your dad's  
11 name would go on it?

12 A. Correct.

13 Q. So tell the jury what you believe all of  
14 the material terms were of the naming rights in 1989  
15 when he handed over the \$500,000.

16 A. That his name -- I know this from pattern  
17 and practice that the school performed on, that his  
18 name would be on the pediment of the building,  
19 grades K through 8, it would apply to the entire  
20 campus, that it would be on the letterhead, that it  
21 would be at the entrance to the school, that the  
22 title Milton I. Schwartz Hebrew Academy applied to  
23 the entire campus on Hillpointe.

24 Q. And let me just be clear but is it your  
25 testimony to this jury, anything and everything that

1 had to do with that property would be -- whether it  
2 be like you said letterhead or stone monument out  
3 front, the buildings, everything would have your  
4 dad's name on it?

5 A. That that applied to the over all name of  
6 the school, yes.

7 Q. Didn't you testify in your deposition that  
8 even if the school bought what is now called the  
9 Adelson campus bought some other property across  
10 town, your belief is that even that would have to be  
11 named after your dad, right?

12 A. If it was part of the Milton I. Schwartz  
13 Hebrew Academy, yes.

14 Q. So if the Adelson family put up another  
15 \$20 million and bought another piece of property and  
16 built a building on there, it would have to say the  
17 Milton I. Schwartz Hebrew Academy on it, correct?

18 MR. FREER: Objection improper  
19 hypothetical.

20 THE COURT: I will allow him to answer it  
21 if he -- again, in his official capacity not as an  
22 expert, answer a hypothetical.

23 MR. JONES: His understanding, Your Honor.  
24 That's all I'm asking for.

25 THE WITNESS: Nobody is quibbling with the

1 fact that a major donor might come along and a  
2 building might be named after them or a room might  
3 be named after them. But the overall name of the  
4 school was the Milton I. Schwartz Hebrew Academy. I  
5 think I have already testified to the fact that the  
6 Adelsons were supposed to have the high school named  
7 after them.

8 BY MR. JONES:

9 Q. You have, and I appreciate that. I'm just  
10 trying to be clear as -- we talked about the money  
11 as a term. I want to talk about the naming rights,  
12 what that term was. So I think you have answered my  
13 question, but I believe I understood your answer to  
14 be that if somebody like the Adelsons, if somebody  
15 else came along and said we are going to buy another  
16 piece of property, another ten acres, whatever, and  
17 we are going to build another campus, that's  
18 associated with the -- what is now called the  
19 Adelson campus, it has to also be called the Milton  
20 I. Schwartz Hebrew Academy as well, correct?

21 A. They would have to get the estate's consent  
22 or my father's at the time to do what they wanted to  
23 do.

24 Q. So that's -- I think you answered my  
25 question.

1 A. I'm trying.

2 Q. Yes. The school would have to get your  
3 consent or your dad's consent to build another  
4 school in another location if they weren't going to  
5 put your dad's name on that location, right?

6 A. If it was associated with the Milton I.  
7 Schwartz Hebrew Academy, yes.

8 Q. And so, by the way, the -- at the time your  
9 dad gave the gift in -- the \$500,000, 1989, there is  
10 nothing in writing anywhere that says his name  
11 should go on the monument, right?

12 A. In 1989?

13 Q. Yes, sir.

14 A. No.

15 Q. There is nothing in 1989 that says his name  
16 should go on the letterhead, right?

17 A. Mr. Jones, it was an oral contract.

18 Q. Okay. And I -- again, I need to do my job  
19 and I don't want to argue with you, but I'm going to  
20 go through my list because I need --

21 A. You want a yes or no to each one?

22 Q. I do. I hate to belabor it but I want to  
23 tick off the things because I want to make sure I  
24 don't miss anything. I want to do my job, and it's  
25 important to me that I tick off these things because

1 I want to be able to know what you believe the  
2 agreement was in writing, what there was in writing  
3 to back up the agreement in 1989.

4 Nothing about letterhead in 1989?

5 A. We are only talking about in writing in  
6 1989, you are correct.

7 Q. I will make it easier. All those things in  
8 the Sabbath letter that the jury saw from 1996 that  
9 do say things about the monument and the letterhead  
10 and the school and all of those things, those --  
11 that was in a letter in 1996, right?

12 A. Correct.

13 Q. In 1989, the resolution that this jury has  
14 seen only says the name of the corporation will be  
15 the resolution says the name of the corporation will  
16 be Milton I. Schwartz Hebrew Academy, right?

17 A. What I heard Dr. Sabbath testify to is the  
18 fact that all of those things were part of the  
19 agreement from day one.

20 Q. I heard her testimony too?

21 A. That's what I heard.

22 Q. My question is: The resolution, though,  
23 just to be clear, the only thing the resolution says  
24 are the corporation, right?

25 A. I have to look at the document that you are

1 referring to. There were several sets of bylaws and  
2 they were amended over the years. And to answer  
3 your question, I would have to see what you are  
4 referring to.

5 Q. So I believe -- it's a joint exhibit,  
6 Exhibit J 3. We will put it on the screen. If you  
7 want to look at the binder we can do that. This is  
8 the certificate of measurement of the corporate  
9 name, right if you look down below where it says  
10 resolved, this was from 1990 says resolved it. It  
11 is advisable and in the best interests of this  
12 corporation that the articles of the incorporation  
13 be amended by changing the language of article one  
14 of said articles to read as follows, this  
15 corporation shall be known as the Milton I. Schwartz  
16 Hebrew Academy, correct?

17 A. Can you scan down a little bit so I can see  
18 the rest of it?

19 Q. Of course. Absolutely. I will go all of  
20 the way from the bottom up.

21 A. That's what it says.

22 Q. And you told this jury before, your dad was  
23 meticulous about his documentation, correct?

24 A. Correct.

25 Q. And you also told this jury how critically



1 important it was that your dad's naming rights be in  
2 perpetuity, correct?

3 A. Correct.

4 Q. And yet your father who you have told us  
5 was so meticulous about his -- his business, period,  
6 didn't think to add the words, quote, in perpetuity  
7 in that resolution, correct?

8 A. It got corrected in a later draft.

9 Q. I believe the evidence shows that the  
10 articles of incorporation have never said Milton I.  
11 Schwartz Hebrew Academy in perpetuity. The  
12 bylaws -- by the way, you are a lawyer, right, we  
13 have already established that, so being a lawyer,  
14 you understand there is a major dinners between  
15 articles of incorporation and a bylaw, right? They  
16 are different things?

17 A. Correct.

18 Q. Bylaws are the rules that the corporation  
19 follows, would you agree with that?

20 A. Yes.

21 Q. And the articles of incorporation, those  
22 are the legal documents that establish with the  
23 secretary of state the essentially what the  
24 corporation is and how it's going to generally  
25 function?

1 A. Correct.

2 Q. You would also agree with me like  
3 Mr. Schwartzer did that bylaws can be amended by a  
4 subsequent board or even by the same board?

5 A. I remember Schwartzer testifying that he  
6 didn't believe that the portion pertaining to Milton  
7 I. Schwartz Hebrew Academy could be amended. That's  
8 what he testified to.

9 Q. You know, that's a really interesting thing  
10 because I heard that too. When he was answering  
11 questions of your lawyers, said he didn't think you  
12 could amend those bylaws. But I take it you don't  
13 recall --

14 A. He said that section of the bylaws.

15 Q. Yeah, but I take it you don't recall as you  
16 sit here we ill will look at this in closing  
17 argument you will recall when I asked his u him  
18 questions he changed his testimony and said actually  
19 yeah, you can amend the bylaws?

20 A. But he wasn't referring to that section.

21 Q. Actually, don't you recall when I showed  
22 him those section of those very bylaws that we are  
23 talking about where it specifically said in those  
24 bylaws that they could be altered, amended, revoked,  
25 or changed by the board? Do you remember that?

1           A.    But not -- no, not as to the section  
2           regarding perpetuity.

3           Q.    Let's look at those so we can all refresh  
4           our memory about that.   December 1995.   Is it five?

5                    So let's pull up those bylaws that  
6           Mr. Schwartzer was talking about.   By the way,  
7           Mr. Schwartzer -- if it's easier for you I can get  
8           that binder for you?

9           A.    I can see it on the screen.

10          Q.    So let's start at the beginning.   It will  
11          say at the end so let's start there.   At the first  
12          paragraph it says bylaws at the top, bylaws of the  
13          Milton I. Schwartz Hebrew Academy.   Number one, the  
14          name, and there you see "in perpetuity, right?"

15          A.    Right.

16          Q.    No question it's right there in black and  
17          white?

18          A.    Right.

19          Q.    Let's go to the second to the last page, I  
20          believe it is, of Exhibit J 5.   And you see there in  
21          paragraph amendment, social security article 8,  
22          Roman numeral 8, paragraph one, the board of  
23          trustees shall have the power to make, alter, amend,  
24          and repeal the bylaws of the corporation by  
25          affirmative vote of a majority of the full board at

1 a meeting duly noticed therefore. Do you see that?

2 A. I do.

3 Q. There is nothing in that article 8 that  
4 says -- that limits that right to amend in any way,  
5 shape, or form, is there?

6 A. The testimony of the board member at the  
7 time was that they couldn't change it.

8 Q. Again, Mr. Schwartz --

9 A. It says what it says.

10 Q. Thank you. And it doesn't say "except for  
11 the article one about the name of the corporation,"  
12 does it?

13 A. It doesn't but the testimony of the board  
14 member to me is more important.

15 Q. So you would then defer to Mr. Schwartz  
16 whatever he said about this paragraph when he  
17 testified here in front of this jury?

18 A. I heard him testify that the portion of the  
19 document that says it's the Milton I. Schwartz  
20 Hebrew Academy in perpetuity can't be changed.  
21 That's what I recall him testifying to.

22 Q. And you don't recall in cross-examination  
23 where he essentially walked that very statement  
24 back?

25 A. No. He said that what you are referring to

1 did not apply to the section regarding perpetuity.  
2 That's what he said.

3 MR. JONES: Your Honor I could go on but I  
4 would be going into a little different area.

5 THE COURT: I was going to ask if that  
6 topic was over that might be a good portion to  
7 break. Good time to break for the evening.

8 We are going to be back tomorrow at 1 p.m.  
9 we will be interrupting Mr. Schwartz. He is not  
10 finished testifying this is just to accommodate  
11 scheduling.

12 During this recess, you are admonished not  
13 to talk or converse among yourselves or with anyone  
14 else on any subject connected with this trial; or  
15 read, watch or listen to any report of or commentary  
16 on the trial or any person connected with this trial  
17 by any medium of information, including, without  
18 limitation, to newspapers, television, the internet  
19 and radio; or form or express any opinion on any  
20 subject connected with the trial until the case is  
21 finally submitted to you. Thank you very much for  
22 your time and patients. See you tomorrow as 1.  
23 Hopefully it wouldn't take the whole four hours. We  
24 will see you tomorrow at 1:00 p.m.

25 The record should reflect we are outside

1 the presence of the jury.

2 For purposes of discussion about our topic  
3 about what do we do about Mr. Chaltiel being  
4 deceased. There is a distinction in the rules  
5 between admission by a party point and statements  
6 against interest. Which the statements against  
7 interest provide for if a party -- if the person who  
8 made the statement against interest is dead. This  
9 is where we gave the whole dying declaration part.  
10 But Nevada has a weird extra rule on that and that's  
11 a statement against your social standing  
12 essentially. So take a look at it. That portion is  
13 in 51345. It's odd. And talk about it in the  
14 context in this case against social interest basis  
15 for admitting hearsay is part of Nevada law and it's  
16 very rarely (inaudible) this is where they wouldn't  
17 let the statement by her wife that a (inaudible)  
18 they said that's not against her interest who cares  
19 if it's (inaudible) so no you can't use it. It's a  
20 very weird unusual exception in Nevada. I don't  
21 know. Like I said there has to be some way when you  
22 have got somebody who was your managing speaking  
23 agent, so to speak and in order of available due to  
24 death they clearly see there is a time when  
25 witnesses are unavailable due to death. If you want

1 to brief it great.

2 MR. JONES: We wanted to play that video so  
3 we can see what it is that we wanted to.

4 THE COURT: We will remain on the record.  
5 We will remain on the record. Is there a way to  
6 designate where we are starting.

7 MR. JONES: We do have a time stamp. We  
8 had it in the -- do you know where it is.

9 THE COURT: There is a transcript.

10 MR. JONES: Both sides I think have  
11 transcripts, right?

12 MR. LEVEQUE: Did you guys transcribe the  
13 whole thing.

14 MR. JONES: I'm sure we did. I think what  
15 we designated was the entire video and then we had a  
16 transcript of the entire video. This is one excerpt  
17 of that entire transcript. But Your Honor, I know  
18 we have got it, I don't know what it is off the top  
19 of my head but I will make sure to get it to  
20 counsel. We gave them -- you guys have a thumb  
21 drive of it.

22 MS. KEAST: We have it.

23 MR. JONES: Sherri said they have this so  
24 they understand. This is a part of the interview, I  
25 think it's about three minutes long and we will make

1 sure how to get them the exact. It's about halfway  
2 through the thing. It's quite a long video. Ready  
3 to play it?

4 THE COURT: Sure.

5 MR. JONES: It's four minutes, 40 seconds.

6 THE COURT: Okay.

7 (Video played.)

8 MR. JONES: That's what we want to see.  
9 They have the video. That's the part I wanted to  
10 get in. I wanted to get in the statements about  
11 what the deal was that he got the naming rights for  
12 and also in light of the fact that they have now  
13 attacked Dr. Lubin I think it's appropriate because  
14 there are some issues here about naming rights with  
15 respect to Dr. Lubin and the animosity that I  
16 believe was existed between Mr. Schwartz and  
17 Dr. Lubin. So I think that's a part of our case.  
18 And I understand it's an inflammatory term but it's  
19 a term he used, came unsolicited and I believe that  
20 to keep it out especially when they raised this  
21 issue of Dr. Lubin's termination would be completely  
22 inappropriate and prejudicial to me when they were  
23 able to get into that subject over my objection.

24 MR. FREER: Your Honor, I think he is  
25 creating the prejudice. We talked about what was in



1 the minutes; and we talked about that she was fired  
2 for cause. And this isn't relevant. It's  
3 prejudicial than probative. And on top of that,  
4 when I was examining Jonathan in terms of talking  
5 about Milton, Mr. Jones objected about it being  
6 irrelevant in terms of the lauding the praises of  
7 Mr. Schwartz. And so if we are going to have none  
8 of the praises, but suddenly we have some  
9 prejudicial and inflammatory language used. I don't  
10 think that should be included. It's simply not  
11 relevant to the terms.

12 THE COURT: Thank you.

13 MR. JONES: I have a point, Your Honor.

14 THE COURT: He says she didn't raise  
15 anything I'm okay right up until there. So why --  
16 and I'm okay if it jumped that she is a tough lady,  
17 again, no problem. I agree that the -- this is the  
18 problem is the context of asking Dr. Sabbath about  
19 the grounds for termination of Dr. Lubin, you know,  
20 I don't see how that helps us get anywhere because  
21 she start -- we started with Dr. Lubin asking him  
22 for the money, he acknowledges, she was the  
23 quarterback. She is the one to raise the money --  
24 he claims didn't raise the money herself but was the  
25 quarterback. And then we jump to this period of

1 time where the second board kicks him off. He is in  
2 this no man's land for a period of time. And after  
3 Dr. Lubin is terminated, not because of anything he  
4 did or said in his relationship with her but because  
5 the board at that time he wasn't on it, gave this  
6 laundry list of the reasons they wanted to terminate  
7 her and that's what Dr. Sabbath testified about.  
8 And there was nothing about her and Mr. Schwartz not  
9 getting along. And yes, there was this whole  
10 problem over her naming rights as well, but I don't  
11 see how Mr. Schwartz played into it. I mean, he  
12 wasn't on the board at the time that's my concern.

13 MR. JONES: By the way that's a legitimate  
14 concern. I understand the more prejudicial than  
15 probative argument. I would have made the same  
16 argument myself. The problem that I have Your  
17 Honor, first of all is that we certainly have a  
18 different theme as to how this all happened. We  
19 believe the quid pro quo was getting rid of  
20 Dr. Lubin as a part of bringing Mr. Schwartz back.  
21 There was animosity and there is going to be other  
22 testimony down the road about that animosity between  
23 Mr. Schwartz and Dr. Lubin. And her name --

24 THE COURT: But it comes later.

25 MR. JONES: Well, I believe it was

1 established back then during this whole dispute with  
2 the board and naming rights and his getting his name  
3 back on the school. But I guess I would ask the  
4 court to at a minimum reserve -- or make your ruling  
5 with respect to that one comment without prejudice,  
6 the comment about being a bitch, without prejudice  
7 so that depending on how the evidence comes out  
8 later, that I would be allowed to revisit that issue  
9 to establish why that is relevant and should be  
10 shown to the jury.

11 THE COURT: Well, at this point as I said,  
12 I don't think we have seen any relevance to this  
13 point. What we have so far with respect, again as  
14 to Dr. Sabbath and she didn't get into I talked to  
15 Milton, he was going to get back involved, but we  
16 had to fire Dr. Lubin. She didn't testify to any of  
17 that. So she left it with just these are the  
18 laundry list of reasons why she was terminate and  
19 then later reached out to Milton. Okay. So right  
20 now I don't see that there is any relevance to it  
21 and certainly not in the context what you are  
22 talking to January than about it but certainly if  
23 for some reason she may bring it up, that's -- you  
24 know that's an entirely different subject. But for  
25 where we are today, I think that we -- if there was

1 some way to either stop with she didn't raise  
2 anything or if there is a way to jump it then to I  
3 would even be okay with saying she was a tough lady.  
4 But anymore than that, I'm very concerned about.

5 MR. JONES: Your Honor, we will -- based on  
6 your ruling today, we understand without prejudice.  
7 We will stop at "She didn't raise anything."

8 THE COURT: I think that's the best thing  
9 to do at this point in time. That's the ruling as  
10 of now. The next part is not relevant, anything  
11 before that as of now. We do need to check -- Lewis  
12 is a needs to leave everything for Lorna that who  
13 will be back tomorrow I want to make sure she has a  
14 correct list of all of the exhibits that are in so  
15 Lorna is ready to start from there tomorrow. If  
16 that's everything we will go off the record and you  
17 guys can double-check that in getting ready for  
18 tomorrow.

19  
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# EXHIBIT 4

**In the Matter Of:**  
**Schwartz vs Adelson Educational Institute**

**VOL 4**

*August 28, 2018*

003523

003523

ROUGH DRAFT TRANSCRIPT

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18 Court Reporter's Name:

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I N D E X		
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1 THE COURT: For the record, we are going to  
2 go on the record in P061300. Mr. Jones has looked  
3 at video snippets that Mr. LeVeque wishes to use  
4 during the examination.

5 Mr. Jones, any comments?

6 MR. JONES: I do, Your Honor. It's the  
7 same objection I had previously about the issue, of  
8 course, is those are statements simply by the party.  
9 They are out of sort statements for the truth of the  
10 matter, therefore, hearsay and inadmissible hearsay  
11 so I would have to object to the estate playing  
12 those clips.

13 MR. LEVEQUE: These go straight to the  
14 state of mind of Mr. Schwartz the fact that he was  
15 excited about the high school being built the fact  
16 that he was excited that this was going to be in his  
17 mind the best school in the word that they were  
18 going to build a dormitory and people were going to  
19 come from all over the world for a tier one  
20 education and he gave his statement to the future  
21 kids coming to the school not for the truth of the  
22 matter asserted but how he felt and what he felt was  
23 important to convey to those kids so I think that  
24 given the fact that we are going straight to the  
25 intent of Mr. Schwartz and it's clear these go

1 straight to the state of mind when he was being  
2 interviewed we feel it's appropriate to shows these  
3 videos. In addition, there were statements made  
4 with respect to what Mr. Adelson said, and  
5 Mr. Adelson is the chairman of the school.

6 THE COURT: (Inaudible.)

7 MR. LEVEQUE: That's true. But at least as  
8 today, he is. And he is the speaking head of the  
9 school. In addition to the hearsay exception and  
10 state of mind and impression, we believe that these  
11 statements should come in.

12 MR. JONES: Your Honor, yes, certainly  
13 couple things. One of the things is is that  
14 Mr. Adelson is current chairman of the board of  
15 trustees is irrelevant to his position and the  
16 statements he made back in 2007. In fact, the case  
17 laws is quite clear. An individual board member  
18 cannot speak on behalf of a corporation. This is a  
19 corporation so Mr. Adelson, to the extent there is  
20 any alleged hearsay statements of Mr. Adelson's that  
21 are referenced on the tape, those would be  
22 inadmissible under any circumstance, as relates to  
23 that clip -- or the two clips that I just saw.

24 Secondly, going back to the issue about the  
25 intent of the will, as I said before this is a nice

1 way and it's a unique way, it only happens in the  
2 probate context of circumventing the hearsay rules.

3 THE COURT: In the context we had talked  
4 yesterday about the will being written in 2004 and  
5 the two codicils were in 2006 so communications  
6 around this time. This was a year later it was a  
7 mere month before he passed away.

8 MR. JONES: There is no doubt about that  
9 but here is the problem there is nothing in the  
10 clips we saw I would certainly like to have it  
11 played before the court let's them be played with  
12 Mr. Adelson so the court can specifically look at  
13 what is said. We have a transcript too by the way.  
14 I would like the court to see if the court is  
15 inclined to even consider admitting them because  
16 here is the problem there is not one reference to  
17 his estate or the will or his intent. He talks  
18 about the high school. There is no question about  
19 it. That was a part of the discussion. And they  
20 don't talk about the middle school, they talk about  
21 the Hebrew Academy. So what was the Hebrew Academy  
22 and what was intended? There is lots of conflicting  
23 evidence about that, even up to 2007 before he died.  
24 So to suggest that this expresses his intent that he  
25 didn't want to give the money, the scholarship money

1 to the school is not contained anywhere in that clip  
2 that was -- two clips that were being shown to me.

3 THE COURT: There are two different issues  
4 you raised. One is hearsay within hearsay.  
5 Anything that he referenced that Mr. Adelson  
6 supposedly said or communications he spoke with him  
7 Mr. Adelson, I would agree with you that's hearsay  
8 within hearsay. I don't think there is anything  
9 even in the safe harbor under 503 that would permit  
10 that or 805. I always flip the numbers -- that  
11 would permit that. That's a step too far. It's  
12 statements that the individual themselves made about  
13 testamentary intent. And as mentioned I was  
14 listening, not closely, but I was listening. And I  
15 didn't really hear anything about him talking about  
16 like his legacy. It was start sort of historical  
17 and then switched when they asked him to sort of  
18 speak to a future student body just, you know and he  
19 talked there about the difference between a high  
20 school and the elementary school. He did  
21 differentiate there but I don't know that that's  
22 necessarily really disputed issue.

23 MR. LEVEQUE: It is, Your Honor. You know,  
24 this video, I mean, in addition to the reasons I  
25 already stated why we want to use it, we intend on

1 using this impeachment evidence as well with respect  
2 to what we expect Mr. Adelson to testify concerning  
3 his testimony about what Mr. Schwartz knew about  
4 this deal all along.

5 THE COURT: That's different.

6 MR. LEVEQUE: Right. And one thing you  
7 always look at, Your Honor, with respect to hearsay,  
8 is there is always the exception for reliability.

9 THE COURT: Let's talk about impeachment,  
10 Mr. LeVeque. You are not going to be playing a  
11 video for him in front of this jury until we have  
12 got -- until we have got something that says  
13 something to the contrary. You are not just going  
14 to be playing video. Is that what you said or not  
15 what you said? I'm trying to figure out how you are  
16 going do it.

17 MR. LEVEQUE: It's going to be in contact  
18 based on the testimony of Mr. Adelson. I don't want  
19 to reveal my strategy completely, Your Honor, but at  
20 some point the issues are going to come up as to  
21 what was the understanding between Mr. Adelson and  
22 Mr. Schwartz with respect to naming rights. We  
23 don't have the smoking gun, so to speak, that  
24 Mr. Schwartz in his interview said the deal was  
25 this, but we certainly have circumstantial evidence

1 that we can express in the video that he was only  
2 talking about the high school. He was excited about  
3 the high school being built. He wasn't saying  
4 anything about the middle school being renovated or  
5 the old building. Dr. Adelson was interviewing him  
6 she didn't correct Mr. Schwartz during that  
7 interview she didn't say well Mr. Schwartz you  
8 really mean the campus, right? He was talking about  
9 the high school and that's clearly what appeared to  
10 be the understanding in that dialogue is that  
11 Mr. Schwartz was excited about the Adelsons coming  
12 in and building a high school. We think the time  
13 that's important for impeachment. That is  
14 permissible, given the facts and circumstances of  
15 the case. This isn't just some witness testifying  
16 about what someone else heard; this is a videotape.  
17 We have Mr. Schwartz's voice and picture. So we  
18 think it's reliable.

19 THE COURT: I don't think anybody disputes  
20 that it is Mr. Schwartz. That's not the problem  
21 with the unavailability. The problem is that there  
22 is no opportunity. And, you know, we can't ask  
23 Dr. Adelson to cross examine someone. She is a  
24 doctor. So the problem is they have not had the  
25 opportunity to cross examine Mr. Schwartz about

1 those issues. That's the confrontation aspect.  
2 It's not there. So that's the problem as I see it.  
3 I appreciate if there is something that would be  
4 potential impeachment that he could use to refresh  
5 his recollection or he can use those kinds of things  
6 which is I guess why you have got your transcript.  
7 But my concern, you know, out of court statements  
8 that are being used to -- you know it's pure hearsay  
9 particular hearsay in hearsay when it comes to  
10 Mr. Schwartz's references to conversations he had  
11 with Mr. Adelson.

12 MR. LEVEQUE: Yes, Your Honor, but the  
13 court, as I'm sure the court and Mr. Jones is aware,  
14 that notwithstanding something being hearsay if the  
15 court determines that a statement is reliable it  
16 will nevertheless let it in. In this case Your  
17 Honor the very heart of the case is what the deal  
18 was and we have testimony of Mr. Schwartz talking  
19 about how excited he was with the school coming in  
20 the high school and how he thought it was going to  
21 be a world-class institution for everybody. That's  
22 the very heart of this case. And I think it's  
23 prejudicial to allow certain portions of that video  
24 come in where we can't allow other portions of the  
25 video. It's unfair.



1 THE COURT: I think there certainly are  
2 portions of the video that -- and ways you can use  
3 it. But my concern was -- and I don't know how you  
4 are going to be using it we have no idea but just  
5 playing that was the concern. So again it would  
6 depend I suppose on the context because particularly  
7 concerned about the double hearsay.

8 MR. LEVEQUE: Which would be what?

9 THE COURT: Any time that Mr. Schwartz said  
10 I talked to Sheldon and Sheldon and I discussed  
11 this, that's double hearsay. Sheldon said this I  
12 said; that that's double hearsay. To the extent  
13 there are any of those sections, then, you know,  
14 that's --

15 MR. LEVEQUE: It wouldn't be double hearsay  
16 because with respect to what Mr. Adelson, Mr. Jones,  
17 I don't know what cases he is talking about but if  
18 you look at NRS 51035 what is not hearsay is a  
19 statement by the parties (reading statute) agency or  
20 employment made before the termination of the  
21 relationship. Even though Mr. Adelson wasn't the  
22 chairman, he was certainly on the board at that  
23 time. So his statements by themselves are party  
24 admissions against NRS\*. So it's not double  
25 hearsay. The issue would be whether it's hearsay

1 because it's a video that was taken outside of court  
2 presence and it would only be hearsay if we are  
3 seeking to --

4 THE COURT: He wasn't the one participating  
5 in the communication. It was just the issue of  
6 Mr. Schwartz talking to Dr. Adelson and making  
7 representations about what had been said. She is  
8 certainly not the person to cross examine him on the  
9 accuracy of that.

10 MR. LEVEQUE: Mr. Adelson is the declarant  
11 in that.

12 THE COURT: Right, but the context that it  
13 was made in was he was not a party to it. And it  
14 was a representation that the declarant isn't -- the  
15 declarant is Milton. Milton is your declarant. I  
16 had a conversation with party A and party A said  
17 this to me. That's double hearsay.

18 MR. LEVEQUE: I respectfully disagree Your  
19 Honor.

20 THE COURT: Okay.

21 MR. LEVEQUE: I need to understand the  
22 court's ruling. Are we going to address it as it  
23 comes up in context when we are addressing  
24 Mr. Adelson these video clips.

25 THE COURT: Probably we have to objection

1 by objection because I told you I agree with  
2 Mr. Jones on the double hearsay. That's a problem.  
3 And if there -- so I probably need a transcript.  
4 Because if the statement isn't one that has to do  
5 with his intent, and that's why you know, the one  
6 part that I thought probably was his intent was  
7 talking directly to the hypothetical future student.  
8 That talks about his intent and his belief. But not  
9 the rest of it. We are so far down the road from  
10 when he wrote the will and the codicils and, you  
11 know, very shortly before his death. But as  
12 (inaudible) still sharp, did not have a declining  
13 health, just sudden death. There was no indication  
14 that Mr. Schwartz would have been conflating, you  
15 know, his -- that he had like a terminal illness and  
16 be contemplating his death. There was nothing that  
17 would debt into that.

18 MR. LEVEQUE: I think that's getting a  
19 little bit into the weeds, Your Honor. For the  
20 purposes of the record, you know, hearsay exception  
21 NRS 51015 (reading NRS.)

22 We have video that speaks directly to his  
23 intent, plan, motive, and state of mind, and  
24 emotion, which is exactly what this video portrays,  
25 that he was really excited about the Adelsons

1 getting involved.

2 THE COURT: About what? He wrote this  
3 stuff over -- you know, this is a period over 30  
4 years. He wrote the will that has the disputed  
5 language before, three years before this.

6 MR. LEVEQUE: I'm not talking about the  
7 will I'm talking about the contract.

8 MR. JONES: Your Honor, there goes exactly  
9 the point Mr. LeVeque said earlier. Quote -- and I  
10 wrote this down as a quote. He goes to the heart of  
11 what, quote, what the deal was, end quote. That has  
12 nothing do with the exception that he is trying to  
13 get this videotape in under. So he has admitted  
14 himself in open court on the record that his true  
15 intent is to go to the issue of the contract which  
16 does not fall within the exception of the hearsay  
17 rule and makes our point, so -- Your Honor it's now  
18 one 30 we convened early because we have an  
19 agreement with the parties that we would call  
20 Mr. Adelson out of order so we could get him off and  
21 on today. We are wasting time the court I believe  
22 has made its ruling probably ten minutes ago and  
23 counsel is still arguing about it. I understand the  
24 court's -- as I understand the court's ruling, we  
25 are going to have Mr. Adelson testify. If they

1 think they have got a basis at some point to use  
2 some portion of a videotape we will have to address  
3 it then.

4 THE COURT: For impeachment.

5 MR. JONES: That's my understanding of the  
6 ruling Your Honor can we proceed.

7 THE COURT: Yes we will wait the  
8 appropriate time. Were you going to have  
9 Mr. Adelson take the stand.

10 MR. JONES: If you court would please --

11 THE COURT: He can remain seated for that,  
12 and we will bring the jury in once he is seated.  
13 Bring in the jury.

14 THE MARSHAL: All rise. Jury is entering.  
15 Jurors all present, ma'am.

16 THE COURT: Mr. Adelson, do you want to  
17 take a seat. We will bring the jury up to  
18 spreadsheet what we are going to be doing here so  
19 everybody can have a seat. We are going to go back  
20 on the record in P 061300 the record should reflect  
21 the presence of counsel with their clients and  
22 counsel will stipulate to the jury's presence.

23 We were going to need to interrupt  
24 Mr. Schwartz's testimony because today is the day we  
25 can have Mr. Adelson present at this point in time

1     there is going to be questioning I think Mr. Freer  
2     you were going to take this witness.

3             MR. FREER:   Yes, Your Honor.

4             THE COURT:   Mr. Freer will be questioning  
5     Mr. Adelson.   At this point we are going to  
6     administer the oath.   Mr. Adelson, you can remain  
7     seated.

8     Whereupon --

9                         SHELDON ADELSON,  
10    having been first duly sworn to testify to the  
11    truth, was examined and testified as follows:

12             THE WITNESS:   I do.

13             THE CLERK:   State and spell your name for  
14    the record for us, please.

15             THE WITNESS:   Pardon me?

16             THE COURT:   State and spell your name.

17             THE WITNESS:   Sheldon Adelson,  
18    S-H-E-L-D-O-N, Adelson, A-D-E-L-S-O-N.

19             THE CLERK:   Thank you.

20             THE COURT:   Mr. Freer.

21                         EXAMINATION

22    BY MR. FREER:

23             Q.    Good afternoon, Mr. Adelson.   I appreciate  
24    you coming in.

25             THE COURT:   I forgot to mention one thing

1 by stipulation of the parties, Dr. Adelson is going  
2 to remain in the courtroom.

3 MR. FREER: The stipulation was we are not  
4 waiving our right to call her if the issue arises,  
5 but we have stipulated to allow her presence so we  
6 don't have to worry about his exclusionary rule.

7 MR. JONES: Appreciate that, Your Honor.  
8 As you know, we don't think that there is a basis to  
9 do that but we do appreciate the accommodation.  
10 Thank you, counsel.

11 THE COURT: Thank you. Now, Mr. Freer.

12 MR. FREER: Court's indulgence for one  
13 second.

14 BY MR. FREER:

15 Q. Good afternoon, Mr. Adelson. How long have  
16 you lived in Nevada?

17 A. 30 years.

18 Q. 30 years. And just trying to give a little  
19 background to the jury. You are a successful  
20 businessman; is that correct?

21 A. I have been called that.

22 Q. Took a look at your bio from one of the  
23 pages with respect to the Adelson Campus. I will  
24 just kind of run through these real quick for  
25 background so you are the chairman of the Sands

1 corporation; is that correct?

2 A. Las Vegas Sands corporation.

3 Q. And the Sands corporation is the developer  
4 of the Venetian and the Sands Macau; is that  
5 correct?

6 A. Amongst others.

7 Q. What other developments do the Sands  
8 corporation have?

9 A. Do you wanted me to name them all.

10 Q. How about the top three, the three jewels?

11 A. Venetian Palazzo here in Las Vegas. I  
12 consider that one property. It's connected. And  
13 the Venetian in Macau, and the Marina Bay Sands in  
14 Singapore.

15 Q. And your bio says that Forbes lists you as  
16 one of the Forbes 400 in terms of financial wealth;  
17 is that correct?

18 A. Yes, it does.

19 Q. And your bio says you are a renowned  
20 entrepreneur and known for business acumen and  
21 business leadership. Do you have any reason to  
22 disagree with that?

23 A. If somebody wants to give me a second  
24 compliment, I will accept it.

25 Q. And then family life, Dr. Adelson is your



1 wife, correct?

2 A. Yes.

3 Q. And how long have you been married?

4 A. 27 years this year.

5 Q. And you have two children; is that correct?

6 A. Well, since I confiscated my wife's two  
7 children --

8 Q. I have done the same thing.

9 A. And I have brought two children from my  
10 first marriage.

11 Q. Four children?

12 A. So altogether we have six.

13 Q. Okay. Six children?

14 A. Miriam and I together, we are the parents  
15 of two children, two boys.

16 Q. You are presently the chairman of the board  
17 for the Adelson education campus; is that correct?

18 A. Yes.

19 Q. And you have held that position since 2013  
20 when Mr. Chaltiel passed away?

21 A. Five years already? I don't think so. I  
22 think shorter than that, three, four years.

23 Q. Did you assume that position after  
24 Mr. Chaltiel passed away?

25 A. Yes, I did.

1 Q. Okay.

2 A. I was the vice-chairman at the time.

3 Q. Okay.

4 A. When Victor was alive.

5 Q. How many of your children have gone to what  
6 was then known Milton I. Schwartz Hebrew Academy and  
7 what is now known as the Adelson education campus?

8 A. Two.

9 Q. Two children. And then my understanding  
10 from when we spoke earlier this summer, you have  
11 three -- two grandchildren attending and then a  
12 third one getting ready to?

13 A. Just started last week.

14 Q. So you have three grandchildren there?

15 A. The third grandchild.

16 Q. On the monitor I'm pulling up a Google Maps  
17 aerial view of the campus. Do you recognize that  
18 photo?

19 MR. JONES: Counsel just for the record,  
20 since it's being shown to the jury can we make it an  
21 exhibit.

22 MR. FREER: I thought it was.

23 MR. JONES: If it is.

24 MR. CARLSON: It is.

25 MR. JONES: Just reference it.

1 MR. FREER: Exhibit 174.

2 THE COURT: Thank you.

3 MR. FREER: Sorry I will raise my voice a  
4 little bit more.

5 MR. JONES: I didn't hear that so I  
6 apologize.

7 THE WITNESS: I'm not sure if the building  
8 is built exactly that way, but I certainly  
9 recognize.

10 BY MR. FREER:

11 Q. And for the record, what is this photo of?

12 A. This is the Adelson Campus.

13 Q. And are you able to identify which  
14 buildings were recently -- more recently constructed  
15 after your donations?

16 A. Yes.

17 Q. Okay. Which ones?

18 A. All of them, except this H-shaped building.

19 Q. So I'm going to use the laser pointer.  
20 Seems to be a little bit larger. So the one with  
21 the red roof?

22 A. Well, there is red roofs on the other  
23 buildings, but sort of a little bit to the left of  
24 the center of the picture there is an H-shaped  
25 building. That's the one.

1 MR. JONES: Your Honor just a question  
2 technical question I know in some of the courtrooms  
3 that doesn't work anymore.

4 THE COURT: New monitors won't do it. I  
5 don't know why they gave us monitors that can't do  
6 touch screen.

7 MR. JONES: I thought that would help us  
8 all.

9 THE COURT: It's more advanced and it  
10 doesn't work as well.

11 BY MR. FREER:

12 Q. I apologize, Mr. Adelson. Normally some of  
13 the older monitors we can touch it and it would show  
14 but we don't have that technology available?

15 A. It's pretty obvious there is only one  
16 H-shaped building there.

17 Q. That is true. That little H-shaped  
18 building is the one you are referring to?

19 A. Yes. All the rest is, including that  
20 building between the two ends of the H.

21 Q. Behind the H?

22 A. In the back. It's a basketball court and  
23 an event center.

24 Q. And your donations made the rest of those  
25 buildings possible; is that correct?

1           A.     Including that building in the back, there  
2     is the building that connects the two sides of the H  
3     plus the building in the back, that building.  
4     That's a brand-new building.

5           Q.     Mr. Adelson, from investment and  
6     entrepreneurship. Are you familiar with the term  
7     "seed money"?

8           A.     Yes.

9           Q.     What's your understanding for the jury of  
10    seed money?

11          A.     The money is essentially like a seed in a  
12    plant. It's the beginning of the growth of  
13    something.

14          Q.     And would you -- would it be fair to  
15    characterize the donations you made were the seed  
16    money to have the campus the way it is presently?

17          A.     Far more than seed money.

18          Q.     Do you know approximately how many students  
19    are at the school?

20          A.     Today?

21          Q.     Yes.

22          A.     Give or take, 400, maybe, or 500. I don't  
23    know the exact. I don't recall. It just started  
24    this week. We haven't had a board meeting for two  
25    or three months over the summer.

1 Q. You bring up a good point I was going to  
2 raise. From our review of the records, it looks  
3 like the board minutes over the years you take  
4 usually July and August off; is that correct?

5 A. We don't have board meetings during the  
6 summer.

7 Q. And the 480 to 500 students you referenced?

8 A. Could be more or less.

9 Q. Correct?

10 A. I'm just taking a rough guess.

11 Q. I will take you at your word. It's an  
12 average. Is that from kindergarten through senior  
13 in high school or is it including the pre-K?

14 A. Yes, it includes the prekindergarten. I  
15 think there is three years of that. Our 18 month  
16 old grandson just started last week in the lowest  
17 level of the pre-K.

18 Q. Do you have any idea as to how many  
19 students attend the high school?

20 A. I don't know what it is this year.

21 Q. Or how many students are slated to graduate  
22 like seniors in high school?

23 A. I'm sorry, I don't have that at the tip of  
24 my finger.

25 Q. Just for the jury --

1           A.    We have a board meeting coming up in  
2   settlement.  We will get the update then.

3           Q.    I have a little bit of a monitor  
4   obstructing my view, so if I kind of step over --

5           A.    I can only see your head I can't see the  
6   rest of you.

7           Q.    It might be an improvement.

8                   Mr. Adelson, do you know how many acres of  
9   that school is on, the campus?

10          A.    I have heard two different figures.  My  
11   understanding is that it was 17 acres.

12          Q.    17 acres?

13          A.    Yes.

14          Q.    So you said it was approximately 17 acres;  
15   is that correct?

16          A.    It's my understanding it's approximately 17  
17   acres.  The question other people have said it's  
18   less than that, 11 or 12, but I think that the 17  
19   acres was granted by the Howard Hughes  
20   Corporation -- sold by the Howard Hughes  
21   Corporation, including the street in the back and  
22   maybe some of the houses.

23          Q.    So it may have originally been 17 but  
24   because of the streets and everything, it might be  
25   less than that?

1 A. (No audible answer.)

2 Q. You said your recollection or your  
3 understanding is the Howard Hughes sold that. Do  
4 you have any other understanding as to what happened  
5 with that transaction?

6 A. No. I wasn't connected with the school  
7 during that time that the land was transferred.

8 Q. But you have an understanding that the 17  
9 acres was provided in connection with the building  
10 of that H-shaped building?

11 A. I don't know what conditions it was  
12 provided under. I know it was provided to be a  
13 Jewish school.

14 Q. Okay. Do you have any idea how much the 17  
15 acres, the land only, is worth today?

16 A. I have no idea.

17 Q. If I represented to you that the current  
18 assessed value of the parcel is 2.5 million, you  
19 would agree with that?

20 A. I couldn't agree or disagree with it  
21 because I don't know.

22 Q. Okay.

23 A. If -- I recently sold a piece of land and I  
24 had to get an appraisal, I had no idea what it was  
25 worth. So similarly, I don't have any understanding



1 as to what this land is worth.

2 Q. If 17 acres in Summerlin was worth 2 and a  
3 half million dollars would you be considered a buyer  
4 for that property?

5 MR. JONES: Objection to the form of the  
6 question.

7 THE COURT: Sustained.

8 MR. JONES: Thank you, Your Honor.

9 BY MR. FREER:

10 Q. Do you have any experience with assessed  
11 values?

12 MR. JONES: Your Honor I object to this  
13 line of questioning. It is irrelevant to these  
14 proceedings.

15 THE COURT: I think he has already answered  
16 it so I will sustain it.

17 MR. JONES: Thank you.

18 BY MR. FREER:

19 Q. Do you have any knowledge with respect to  
20 Milton's involvement in 1989 with the building of  
21 the original school or the acquisition of the  
22 property?

23 A. None.

24 Q. Now you first got involved with the school  
25 then known as Milton I. Schwartz Hebrew Academy in

1 2003; is that correct?

2 A. Frankly, I don't remember the year, but it  
3 was in the early -- first decade of 2000.

4 Q. If I showed you some early minutes from  
5 February of 2003, would that refresh your  
6 recollection?

7 A. It might.

8 MR. FREER: Don't show it to the jury, it's  
9 630.

10 THE COURT: If you need to approach -- it  
11 was page 630.

12 BY MR. FREER:

13 Q. Turn to Tab 630.

14 MR. FREER: May I approach.

15 THE COURT: You can show him the exhibits  
16 you want him to look at.

17 MR. FREER: This one ends at 602.

18 THE WITNESS: 630 is in this book.

19 BY MR. FREER:

20 Q. I'm going to flip right along there with  
21 you.

22 A. This is an agenda. This is not a meeting  
23 minutes.

24 Q. Hang on one second. Let me get there. If  
25 you turn to the second page, you will see that's

1 some minutes?

2 A. Yes.

3 Q. Then you just lost my spot. Hang on one  
4 second. Let me confer.

5 So if you turn to the second page, you will  
6 see the meeting minutes and you will see -- is that  
7 you up on the attendings?

8 A. Yes, I am listed here under attending.

9 Q. I believe if you -- do you want to take a  
10 minute to read those? The only purpose of these  
11 minutes is to show that that's when you started your  
12 involvement, you started getting involved.

13 A. This goes back 15 years. My memory isn't  
14 that good.

15 Q. That's a common theme for this trial,  
16 Mr. Adelson.

17 A. I just turned 85 a couple weeks ago and as  
18 you get older, your memory gets a little older with  
19 you.

20 Q. Understood.

21 MR. FREER: Move to admit Exhibit 630.

22 MR. JONES: Your Honor, I have no  
23 objection. They are unsigned but I certainly don't  
24 believe and I think they were produced by the  
25 school, so I have no objection to their admission.

1 THE COURT: They will be admitted.

2 BY MR. FREER:

3 Q. I will draw your attention on those minutes  
4 to the last page under Public Relations. If you  
5 will take a look at the second paragraph?

6 A. Public relations.

7 MR. FREER: If I may approach, Your Honor.

8 THE COURT: Certainly.

9 MR. FREER: Mr. Adelson for your benefit --

10 THE WITNESS: I go the that paragraph here.

11 BY MR. FREER:

12 Q. Right your screen right there will also  
13 show what's blown up if that's easier to read that  
14 as well. Have you had a chance to read that?

15 A. Yes.

16 Q. Does that refresh your recollection at all  
17 that you were involved in 2030 and wanting to build  
18 a high school?

19 A. I don't know that my idea to build a high  
20 school was first injected into the board meetings in  
21 2003. Again I just want to call to your attention  
22 it's 15 years ago. I attend a lot of meetings. I  
23 don't recall. It could have been. I'm not denying  
24 it. I just don't recall.

25 Q. I appreciate that. Prior to your

1 involvement with the then Milton I. Schwartz Hebrew  
2 Academy in 2003, you don't have any personal  
3 knowledge or information concerning the Milton I.  
4 Schwartz Hebrew Academy; is that correct?

5 A. Pardon me. I'm sorry, I was looking at --

6 Q. Got sidetracked?

7 Prior to your involvement in 2003 with the  
8 board, did you have any personal knowledge of the  
9 Milton I. Schwartz Hebrew Academy and its  
10 operations?

11 A. Nothing.

12 Q. Were either of your children attending the  
13 Milton I. Schwartz Hebrew Academy in 2003?

14 A. I think our older boy, Adam, who was born  
15 in '97, so he would have been six. I think he was  
16 attending the school.

17 Q. Okay.

18 A. When you asked me before, I don't want to  
19 mix it up. I wasn't familiar with the goings-on of  
20 the board or the financing of the school or anything  
21 else like that. I just our boys were going there.  
22 Now, our second boy was born in '99, so he would  
23 have been five. He would have been there too.

24 Q. I wasn't implying that you may -- when I  
25 asked you that question, the purpose of that

1 question was just to see whether we needed to go  
2 back prior to 2030 as to anything you knew with  
3 respect to the operations.

4 Do you recall that you became an executive  
5 member of the board in May of 2003?

6 A. I wouldn't have been named an executive  
7 member. Executive member of the board is somebody  
8 who works in the school that is on the board so I  
9 wasn't an executive of the school.

10 Q. My point being what would you call the  
11 president of the board and the vice president of the  
12 board?

13 A. President and vice president.

14 Q. Okay. You wouldn't call it an executive  
15 committee of the board?

16 A. No, no, no.

17 Q. Okay. Let me rephrase the question,  
18 Mr. Adelson.

19 In May --

20 A. There wasn't an executive committee. And  
21 to this day, of all the meetings I attended, I don't  
22 recall that there was an executive committee there  
23 is a section of the board meeting known as executive  
24 session which is usually the last thing that  
25 happens. The executive session would mean only the

1 board members would attend, and nobody else. Like  
2 if we had an attorney there, if we had an  
3 accountant, we had the head of the school, they  
4 would be asked to leave, and only the board members  
5 would participate in executive session. So I know  
6 the phrase executive meeting or executive session  
7 has been used, but I want to clarify. There has  
8 never been, to my knowledge, an executive committee.

9 Q. Okay. Fair enough.

10 A. There is not now, and to my -- to the best  
11 of my recollection, there was none when Milton --  
12 when Victor was alive.

13 Q. Do you recall being nominated and voted in  
14 as a vice president of the board in around May  
15 of 2003?

16 A. No. Again, they might have called me that.  
17 Victor wanted me to be his assistant. If they  
18 called me then a vice president, I can't remember  
19 that.

20 Q. Why don't we just pull up a couple more  
21 minutes just so we get a picture of it.

22 Open up proposed Exhibit 638.

23 THE COURT: Would that be in the same book?

24 MR. FREER: Yes, down a couple tabs,  
25 Tab 638.

1 THE COURT: Thank you.

2 BY MR. FREER:

3 Q. If you turn to the third page of 638, do  
4 you see your name -- what is this document?

5 A. Looking at the first page of the document,  
6 it is an agenda the agenda is followed by the board  
7 meeting of May 13 minutes.

8 Q. And will you -- do you see yourself as one  
9 of the attending members?

10 A. Yes.

11 Q. And if you look --

12 A. I don't remember some of the names.

13 MR. FREER: Move to admit Exhibit 638.

14 THE COURT: Let Mr. Adelson finish.

15 BY MR. FREER:

16 Q. Go ahead, Mr. Adelson, I didn't mean to cut  
17 you off.

18 A. Rabbi Jeremy Widerhorn [phonetic]. I never  
19 knew that person's name. Never saw that person.

20 Q. Okay.

21 A. I don't know who it was.

22 Q. Obviously he is absent, too, so you  
23 wouldn't have had a chance to meet him there.

24 A. True.

25 MR. FREER: Move to admit Exhibit 630.



1 THE COURT: Mr. Jones?

2 MR. JONES: Again, Your Honor, these are  
3 unsigned minutes and I'm a little concerned that  
4 Mr. Adelson doesn't recognize some of these people  
5 that allegedly attended.

6 THE COURT: That's a person that was  
7 absent.

8 MR. JONES: But again, I have no objection  
9 to the admission.

10 THE COURT: As noted, unsigned minutes.

11 MR. FREER: Actually, this is signed, if  
12 you turn to --

13 MR. JONES: I looked at the wrong page. I  
14 was looking a couple pages back. Thank you counsel.

15 THE COURT: Signed minutes in for 638.

16 BY MR. FREER:

17 Q. If you turn to page 3 on those minutes, you  
18 will see that you are nominated for first vice  
19 president; is that correct?

20 A. Page 3?

21 Q. Page 3 of the minutes. And if you want a  
22 Bates number, if you take a look at Bates --

23 A. 638005.

24 Q. Bottom right-hand corner AC 403852?

25 THE COURT: I think he is on the right

1 page.

2 MR. JONES: Are you looking at the Bates  
3 number or the number for the exhibit you were  
4 looking at the exhibit both on the same page.

5 BY MR. FREER:

6 Q. We are both on the same page, Mr. Adelson.  
7 If you want to look up at the screen that will also  
8 show you the highlighted portion.

9 A. Yeah, I see that here.

10 Q. Can you see that you were nominated for the  
11 first vice president there?

12 A. Yes.

13 Q. Now, Mr. Adelson, we just -- Mr. Jones had  
14 just made a couple comments about signed and  
15 unsigned minutes. You have sat in lots of board  
16 meetings; is that correct?

17 A. Yes.

18 Q. And what is the process for getting minutes  
19 approved on a board, to your knowledge?

20 A. Well, the minutes are prepared by the  
21 secretary of the board, and presented to the next  
22 board meeting.

23 Q. And are they generally given to the board  
24 members to review?

25 MR. JONES: Counsel just to be clear you

1 are talking about his experience at the Adelson  
2 Campus?

3 MR. FREER: Yes.

4 THE WITNESS: At the Adelson Campus or  
5 other board meetings?

6 BY MR. FREER:

7 Q. At the Adelson Campus.

8 A. Technically the time of submission of the  
9 minutes wasn't always followed, but theoretically in  
10 board -- in board of directors meetings or board of  
11 trustees, the minutes are supposed to be submitted  
12 prior to the board meeting and brought up as the  
13 first item on the agenda for approval.

14 Q. And if somebody has a problem with what is  
15 reflected in the minutes, they have an  
16 opportunity --

17 A. They will be talked about.

18 Q. And then the board then votes for it and if  
19 they are approved, then they stand?

20 A. They are approved.

21 Q. Okay. Appreciate that.

22 And if you will turn to proposed  
23 Exhibit 639, I just want to establish that you were  
24 in fact voted in as the first vice president in the  
25 following meeting. Take a look at the fourth page

1 in. You will see some minutes. I just want to  
2 point out that you are not in attendance there. I  
3 would like to draw your attention down to the second  
4 paragraph where it discusses the voting?

5 A. Is that something in the report?

6 Q. Yes.

7 A. I got that. I just read it.

8 Q. Does that refresh your recollection that  
9 you were in fact voted on the board?

10 A. Okay.

11 Q. Okay.

12 MR. FREER: Even though Mr. Adelson wasn't  
13 there at the meeting I, would still move to --

14 MR. JONES: We have no objection.

15 THE COURT: That's 639.

16 MR. FREER: 639, Your Honor.

17 BY MR. FREER:

18 Q. Now, over the next couple years after you  
19 were on the board, the board started making plans to  
20 investigate and build a high school; is that  
21 correct?

22 A. I don't think it was started off at the  
23 time. We conducted a survey of the quantitative  
24 nature of the Jewish community to see whether or not  
25 there were enough Jews in Las Vegas to be able to

1 fill the school and that took quite a while.

2 Q. Essentially a feasibility study?

3 A. We hired a firm from Florida that was  
4 expert in conducting these kinds of surveys.

5 Q. By December of 2005, you have plans  
6 underway basically for starting the construction,  
7 does that ring a bell?

8 A. No. What doesn't ring a bell is starting  
9 the plans in 2005. My recollection was that we were  
10 trying to select an architect at the beginning of  
11 the "let's build a high school" regime. And so I  
12 don't know when the architect was selected.

13 Q. Okay.

14 A. We got to select the architect before we do  
15 the plans.

16 Q. Do you recall about when the plans were  
17 being prepared?

18 A. While I'm sitting here today, no.

19 Q. Do you recall when the ground breaking  
20 ceremony was for the high school?

21 A. No.

22 Q. Let's turn to proposed Exhibit 802.

23 THE COURT: 802. One second, sir. We will  
24 bring you a book.

25 THE WITNESS: 802 is in this book.

1 BY MR. FREER:

2 Q. I will draw your attention -- you were  
3 absent on the first page and I will draw your  
4 attention to the second page where groundbreaking in  
5 the third paragraph is discussed.

6 A. I see that the groundbreaking ceremony for  
7 the high school is November 21st. Board members are  
8 invited for lunch.

9 Q. Do you have any reason to doubt --

10 A. (Overlapping dialogue.)

11 Q. Do you have any reason to doubt that the  
12 groundbreaking took place on November 21st?

13 A. No.

14 Q. For the record November 21 of 2006?

15 A. 2006.

16 MR. FREER: Your Honor I move to admit  
17 Exhibit 802.

18 MR. JONES: No objection. Your Honor.

19 THE COURT: Admitted.

20 THE WITNESS: I want to point out to you  
21 that, as I explained before, this was an executive  
22 session, not an executive committee.

23 BY MR. FREER:

24 Q. Okay.

25 A. It says executive board of trustees. I

1 don't know what that means. But as I explained to  
2 you before, this was apparently an executive session  
3 of the board of trustees, October 5, 2006.

4 Q. Now, sometime before the groundbreaking  
5 before construction started with the school, you  
6 assert that you entered into an arrangement with the  
7 school to name the high school the Adelson high  
8 school or the Adelson preparatory academy; is that  
9 correct?

10 A. No.

11 Q. What is your understanding?

12 A. My understanding is that there were  
13 discussions about naming the entire campus.

14 Q. Prior to the groundbreaking in  
15 November of --

16 A. I don't recall exactly what it was, but I  
17 presume it would have been before that, before the  
18 groundbreaking.

19 Q. Did that discussion occur at a board  
20 meeting?

21 A. Which discussion?

22 Q. About the naming of the high school or the  
23 campus.

24 A. It wasn't the high school. It would have  
25 been discussed at the board meeting and it would

1 have been discussed with individuals outside the  
2 board meeting.

3 Q. Do you know whether there were any minutes  
4 from 2005 or 2006?

5 A. No. Sorry, I don't. I wasn't -- I wasn't  
6 at that meeting.

7 Q. If a discussion regarding the naming of the  
8 campus occurred in 2005 or 2006, something like that  
9 should be reflected in the minutes of the school,  
10 wouldn't you think?

11 A. This is not the minutes. This is of the  
12 executive session.

13 Q. I'm saying within the school records would  
14 you expect if that discussion occurred, you would  
15 expect that to be found in the minutes, correct?

16 A. We entered into a written agreement so  
17 everybody knew and the board knew that we had a  
18 written agreement for the naming of the campus of  
19 all of the classrooms on the campus, not just the  
20 high school.

21 Q. Was that written agreement entered into in  
22 2006?

23 A. I don't recall the time.

24 Q. In your deposition, you testified that the  
25 discussion occurred at a board meeting, not in a



1 board meeting. Do you recall that testimony?

2 A. What's the difference? At or in?

3 Q. If you recall in the deposition we walked  
4 through the fact that there were no minutes that  
5 reflected in 2005 or 2006 that there was any naming  
6 rights discussion as to the Adelsons and the campus?

7 MR. JONES: I object to the form of the  
8 question. Assumes facts not in evidence.

9 THE COURT: Lay some more foundation.

10 BY MR. FREER:

11 Q. Let's go over your testimony. Your  
12 testimony is you don't understand -- you -- to your  
13 knowledge, you cannot recall any minutes in 2005 or  
14 2006 that reflect a naming rights agreement with  
15 respect to the Adelsons campus?

16 A. I can hardly remember the last board  
17 meetings minutes. You expect me to remember 12, 14  
18 years ago, the minutes?

19 Q. And if I made that representation to you  
20 that there are none, would you accept that  
21 representation?

22 A. No.

23 MR. JONES: Object to the form of the  
24 question. Assumes facts not in evidence.

25 THE COURT: Okay.

1 MR. FREER: We can go through all of the  
2 meeting minutes.

3 THE COURT: Thank you.

4 MR. FREER: Court's indulgence.

5 THE WITNESS: Well, it had to be discussed  
6 at or in a board meeting because we couldn't enter  
7 into the agreement that gave the Adelson Family  
8 Charitable Foundation the right to name the school  
9 or the campus at any time in the future. It  
10 couldn't have been done without the approval of the  
11 board. Suzanne Steinberg was a pretty good  
12 secretary at the time. The current secretary we  
13 have isn't that detailed.

14 BY MR. FREER:

15 Q. Okay.

16 A. So I don't know if it would have been  
17 included if the meeting were within the last few  
18 years.

19 Q. But your testimony is if it was discussed,  
20 it would be reflected in the minutes?

21 A. Should have been.

22 Q. Now, in addition to any discussions you may  
23 have had in a board meeting, did you have a  
24 discussion concerning --

25 A. I seem to remember that Victor had assigned

1 as chairman of the board of trustees, first  
2 president or what he was called, had assigned the  
3 agreement with the Adelson Family Charitable  
4 Foundation. So it had to be discussed at the board.  
5 Couldn't have gone out for a cup of coffee with some  
6 dim sum and then asked them to sign the document to  
7 approve it.

8 Q. So your testimony is if you -- your naming  
9 rights are reflected in a signed document, not any  
10 agreement prior to that point; is that correct?

11 MR. JONES: I will just object to the form  
12 of the question I think it's vague and ambiguous.

13 THE COURT: It's really more a question of  
14 he is probably restating the testimony.

15 MR. JONES: Your Honor my problem was the  
16 question was not any agreement prior to that point.  
17 And I don't know what point he was referring to  
18 there I don't know what if Mr. Adelson would know.

19 THE WITNESS: At the time that the  
20 agreement for the naming of the school and the  
21 commitment of the money to build it, you got to  
22 understand, this was a huge amount of money. I  
23 mean, to this day, my family charitable -- well,  
24 it's now called the Adelson family foundation put in  
25 compared to Milton's \$500,000 over the years, which

1 is only put in, we put in \$114 million. The school  
2 would have gone out of business if we didn't do  
3 that. I understand in the -- in the video that my  
4 wife did with Milton before he passed away, may he  
5 rest in peace, Milton said that without the Adelson  
6 family money, the school would have had to -- would  
7 have gone out of business.

8 BY MR. FREER:

9 Q. Okay. We might view that video a little  
10 bit later in your deposition.

11 A. We already had my deposition.

12 Q. In your testimony. Thank you for  
13 correcting me.

14 Just so I get it straight, so it's your  
15 testimony that the first time you had a naming  
16 rights agreement to name it the Adelson Campus was  
17 in a written document; is that correct?

18 A. Yes. No, we had a verbal, but I'm not --  
19 I'm not offering the verbal agreement we had a  
20 written agreement.

21 Q. Tell me about that verbal agreement.

22 A. The law -- what it says in the written  
23 agreement.

24 Q. Tell me about --

25 A. We had one draft, and then we had a second

1 agreement that had to cover a larger investment, the  
2 last 45 million, I think it was. I would like to  
3 name the Golden Gate Bridge for a half million and  
4 then have my name on it in perpetuity.

5 THE COURT: Just answer the questions that  
6 are asked.

7 THE WITNESS: Yes, Your Honor.

8 MR. FREER: Court's indulgence, Your Honor.

9 THE COURT: Thank you.

10 BY MR. FREER:

11 Q. My partner Alex is going to pull up the  
12 naming rights agreement. And he will let everybody  
13 know what exhibit number that is?

14 A. That the first one or the second one.

15 Q. It's the one that's in writing?

16 A. They are both in writing.

17 Q. Okay. I will let you tell me once we see  
18 it.

19 A. Okay.

20 MR. FREER: I believe it's Exhibit 44,  
21 Alex.

22 THE COURT: Mr. Freer I think the joint  
23 exhibits are those are that are already on the  
24 witness's table.

25 MR. FREER: Correct this is already

1 admitted Your Honor.

2 THE COURT: So could you see which one  
3 those are. They are both there.

4 MR. JONES: There are binders up there.

5 THE WITNESS: Is this from my deposition?

6 BY MR. FREER:

7 Q. Yes, it's Exhibit 12 from your deposition,  
8 and it's marked as Exhibit 44. Here is the binder  
9 for that.

10 A. Close this one.

11 Q. Yes, you can go ahead and close that one.

12 A. 12.

13 THE COURT: 44. In this book, it will be  
14 44.

15 THE WITNESS: I see it.

16 BY MR. FREER:

17 Q. Does this refresh your recollection that in  
18 December -- on December 13, 2007, the Adelson Family  
19 Charitable Foundation entered into a naming rights  
20 agreement with the school?

21 A. This was the first one.

22 Q. Okay.

23 A. To the best of my recollection, because it  
24 only talks about AFCF, the Adelson Family Charitable  
25 Foundation. We used to make a grant of 3 million.

1 That wasn't going to get us anywhere in  
2 developing -- the budget I think was 85 million at  
3 the time.

4 Q. Okay.

5 A. So this must have been the first one. And  
6 we redirected it on the second one.

7 Q. And it's your testimony that prior to this  
8 naming rights agreement entered on December 13,  
9 2007, you had no written naming rights agreement; is  
10 that correct?

11 A. To the best of my recollection.

12 Q. And full recall, Milton Schwartz passed  
13 away in August 2007?

14 A. Yes.

15 Q. So this was after his death?

16 A. Yes.

17 Q. Now you mentioned a verbal agreement.  
18 What's your recollection of a verbal agreement for  
19 naming rights prior to this document being executed?

20 A. Well, it compasses here in Paragraph 3 the  
21 corporation agrees that the corporation, the campus,  
22 the high school, the middle school and the classroom  
23 buildings themselves will be named in perpetuity of  
24 Dr. Miriam and Sheldon G. Adelson with the exact  
25 names to be as specified by AFCF. Unless the

1 corporation receives instructions to the career from  
2 AFCF, the corporation shall be named the Dr. Miriam  
3 and Sheldon G. Adelson Educational Institute.

4 Q. Now, Mr. Adelson, my question --

5 A. The corporation campus shall be named  
6 (sotto voce.)

7 Q. Paragraph 2 doesn't reference an elementary  
8 school, does it?

9 A. No, but that's included in the category of  
10 the classroom buildings.

11 Q. But it identifies a high school and a  
12 middle school but not an elementary school in that  
13 paragraph; is that correct?

14 MR. JONES: Object to the form of the  
15 question I think that misstates the terms of the  
16 agreement.

17 THE COURT: Overruled.

18 You can answer.

19 THE WITNESS: Okay. I read that paragraph.

20 BY MR. FREER:

21 Q. So to restate my question, there is  
22 specific reference to a high school and a middle  
23 school but not an elementary school in that  
24 paragraph?

25 A. Nobody had any question as to what it was.



1 Q. But the answer to my question is yes or no.  
2 Which is it?

3 A. Could you ask that question again?

4 Q. Yes.

5 A. Please.

6 Q. The paragraph specifically references a  
7 high school and a middle school but not an  
8 elementary school; is that correct?

9 MR. JONES: Object to the form of the  
10 question, Your Honor.

11 THE COURT: Overruled.

12 THE WITNESS: Doesn't say that. Says in  
13 the next paragraph.

14 BY MR. FREER:

15 Q. But that's not the answer to my question?

16 MR. JONES: Your Honor, he asked a question  
17 that was misleading. He pointed to a particular  
18 paragraph, but then doesn't want the witness to  
19 prefer refer to a paragraph that does address it.

20 THE COURT: Thank you Mr. Jones.  
21 Overruled.

22 BY MR. FREER:

23 Q. Now, before this agreement was entered  
24 into, you testified that there was a verbal  
25 agreement; is that correct?

1           A.     Yes.   There were verbal -- you can't write  
2     an agreement that codifies that puts in writing an  
3     understanding if you don't have an understanding.  
4     We had an understanding.

5           Q.     Okay.

6           A.     The entire facility would be named as is.  
7     There was no restriction on the students in the  
8     lower school using or not using anything that was  
9     built by our contributions.   There was no  
10    restriction.   The lower school students used all of  
11    the facilities.   There was a separate gym,  
12    basketball court like an event center like was when  
13    we saw on the aerial plan that was used specifically  
14    by the lower school, and we had another either high  
15    school size or professional size basketball court,  
16    much bigger, in the lower level.   It was used by  
17    everybody.

18          Q.     Before we get -- before we follow that --

19          A.     This was -- the agreement was in  
20    conjunction with Milton Schwartz's commitment to pay  
21    off the loan that he had signed at the bank of a  
22    million and a half dollars and a million dollars,  
23    half a million was for the capital campaign and the  
24    other half million was for operational expenses.

25               MR. LEVEQUE:   Your Honor, could we sidebar

1 for a moment, please.

2 THE COURT: Sure.

3 (Bench conference.)

4 THE COURT: Mr. Adelson, in the interest of  
5 time because we have such a limited amount of time  
6 with you if you would answer only the questions that  
7 are asked by counsel that will save us some time  
8 because we don't have a lot of time with you.

9 THE WITNESS: I'm trying to do my best Your  
10 Honor.

11 THE COURT: Okay. Just answer the question  
12 that's asked, nothing more. Mr. Jones will  
13 certainly have his opportunity to ask you questions  
14 as well.

15 THE WITNESS: Yes, Your Honor.

16 BY MR. FREER:

17 Q. Since you have got that document in front  
18 of you, you wanted to talk about Paragraph 3 earlier  
19 when I asked you a question and I cut you off. What  
20 did you want to say about Paragraph 3?

21 A. All of the classrooms in the facility, in  
22 the entire campus would be under the naming, will be  
23 named in perpetuity in favor of the Adelson family.

24 Q. And if you take your attention down to the  
25 first small Roman numeral one, you will see that

1 there are four Roman numerals?

2 A. The corporation shall be named the  
3 Dr. Miriam and Sheldon G. Adelson Educational  
4 Institute.

5 Q. Number two?

6 A. The corporation's campus shall be named  
7 the Dr. Miriam and Sheldon G. Adelson Educational  
8 Campus.

9 Q. Number through?

10 A. The corporation's high school shall be  
11 named the Dr. Miriam and Sheldon G. Adelson upper  
12 school.

13 Q. And number four?

14 A. The corporation's middle school shall be  
15 named the Dr. Miriam and Sheldon G. Adelson middle  
16 school.

17 Q. Do you see a reference to the middle school  
18 or the lower school?

19 A. Let me see what's in the balance of the  
20 paragraph. What it says upon written request of  
21 AFCF at any time, the corporation will immediately  
22 change and remove the name selected by AFCF.

23 Q. But that doesn't reference the elementary  
24 school, correct?

25 A. It says the names, at any time AFCF could

1 remove or change the names.

2 Q. But my question is there is no specific  
3 reference of the elementary school in Paragraph 3,  
4 was there?

5 A. We didn't have to repeat it all. It's  
6 all -- it's known, certainly known as the basis of  
7 this agreement that there is a school from pre-K  
8 through grade 12.

9 Q. Now, a minute ago you just discussed a  
10 verbal agreement that you had prior to this  
11 agreement with respect to naming the campus; is that  
12 correct?

13 A. Yes.

14 Q. And who took part in that discussion?

15 A. I don't recall.

16 Q. Was Milton part of that discussion?

17 A. Milton was part of the discussion. Look --

18 THE COURT: Again --

19 BY MR. FREER:

20 Q. What was your recollection of that  
21 discussion with Milton?

22 A. I don't think it was in the context of a  
23 board meeting. Milton was the one that asked me to  
24 join the school board in the first place. I  
25 discussed it with Milton outside the scope of the

1 board.

2 Q. Okay.

3 A. And we discussed it at the board.

4 Q. What's your recollection of the agreement  
5 between you and Milton?

6 A. My recollection of the agreement was that  
7 the whole campus will be named by the Adelsons, the  
8 Adelson Campus. That included every building there.  
9 If Milton wanted to keep his name on the -- we would  
10 consider keeping Milton's name on the lower school,  
11 that H-shaped building, provided he met his  
12 commitments up to that date, and commitments that he  
13 made for the future. Now, there has not been one  
14 penny paid by the Schwartz family for the  
15 operations, the deficit. Unfortunately, I didn't  
16 know at the time that every private school runs a  
17 deficit. And we --

18 MR. FREER: Your Honor I move to strike.

19 THE COURT: Again nonresponsive to I will  
20 instruct the jury from the point of the discussion  
21 that Milton would keep his name on the lower school  
22 provided he met his commitments.

23 To that point.

24 MR. FREER: Yes, Your Honor.

25 THE COURT: So anything after that will be

1 stricken.

2 BY MR. FREER:

3 Q. Mr. Adelson, do you recall testifying in  
4 your deposition that your discussion with Milton was  
5 in the context of a board meeting?

6 MR. JONES: I think you -- well, objection  
7 Your Honor I think he testified at one point that  
8 there was some and some that were not. So asked and  
9 answered.

10 THE COURT: Yes. So maybe clarify which  
11 board meeting conversation, which were not because  
12 he did mention both. Probably need to  
13 differentiate.

14 BY MR. FREER:

15 Q. So when you arrived what your asserted  
16 agreement was with Milton, was that in a board  
17 meeting?

18 A. I had to arrive at it with the board of  
19 directors.

20 Q. Okay.

21 A. The board of trustees. So it was Milton  
22 individually, and other members individually, and  
23 collectively in board meetings.

24 MR. FREER: Why don't we go ahead and  
25 publish -- have we already published Mr. Adelson's

1 deposition?

2 THE COURT: It is published.

3 Is it just the one volume, Mr. Freer?

4 MR. FREER: Yes.

5 BY MR. FREER:

6 Q. I will call your attention to page 26 in  
7 your deposition. That would be line 6.

8 A. 26?

9 Q. Correct.

10 A. Where?

11 Q. Line 6. If you will read that out loud?

12 MR. JONES: I'm sorry, counselor -- Your  
13 Honor this is improper use of a deposition. There  
14 is no impeachment.

15 THE COURT: I wouldn't know. I don't have  
16 it. So, Mr. Freer?

17 MR. FREER: Well, Your Honor, the school is  
18 a party to this, he is the chairman of the board and  
19 I would state that it's a deposition of an adverse  
20 party because he is a representative of the school  
21 and admissible.

22 THE COURT: How are you using the  
23 deposition?

24 MR. FREER: I'm using it to walk him  
25 through the statement that he previously testified



1 to about the understanding and agreement entered  
2 into with Milton Schwartz.

3 THE COURT: Don't you -- Counsel, approach.  
4 (Bench conference.)

5 THE COURT: So if you want to restate the  
6 question, Mr. Freer.

7 MR. JONES: Just for the record I don't  
8 believe there is anything contradictory about  
9 Mr. Adelson's testimony that's inconsistent with the  
10 testimony in the deposition.

11 THE COURT: So noted, thank you.

12 You can proceed, Mr. Freer.

13 BY MR. FREER:

14 Q. Mr. Adelson, will you read lines 6 through  
15 11 of page 26 to yourself, please.

16 A. Yes.

17 MR. JONES: Page 26.

18 MR. FREER: I'm sorry, page 28, line 6 to  
19 11.

20 THE WITNESS: Line 6 to 11. Yes.

21 BY MR. FREER:

22 Q. Does that refresh your recollection that  
23 you testified previously as to what context  
24 discussion with Milton Schwartz occurred?

25 A. Says I thought at that time it was in the

1 framework of a board meeting. I said we discussed  
2 it outside of the board and we discussed it in the  
3 board.

4 Q. But in that answer there, you didn't  
5 testify that it occurred both outside and inside; is  
6 that correct?

7 A. That's correct.

8 Q. All right. Is there any writing that  
9 reflects the agreement between you and Milton?

10 A. It wasn't an agreement between me and  
11 Milton. That is covered in the agreement between  
12 the Adelson Family Charitable Foundation and the  
13 school as represented by the board of trustees. If  
14 I remember correctly, Milton, as the president or  
15 the chairman of the board of trustees of the school  
16 had to sign it.

17 Q. Do you recall who the chairman of the board  
18 of trustees was in 2006?

19 A. Victor.

20 Q. So it wouldn't have been Milton?

21 A. I used -- did I use the name Milton just  
22 now?

23 Q. Yes.

24 A. I'm sorry, I meant Victor.

25 Q. So your testimony is there is no writing in

1 2006 between you and Milton as to an agreement on  
2 naming rights; is that correct?

3 A. That's correct.

4 Q. We will talk about the terms, but you  
5 testified that there was a promise from Milton with  
6 respect to raising some money and paying off  
7 indebtedness?

8 A. Not raising money; giving money.

9 Q. So it's your statement that in this  
10 conversation you had with Milton, that you had a  
11 discussion about naming -- you had an agreement  
12 about naming the Adelson Campus -- naming the campus  
13 the Adelson Campus and that he would pay money; is  
14 that correct?

15 A. I told him we could consider keeping his  
16 name connected with the lower school if he agreed to  
17 pay off the loan that he signed. He had already  
18 signed the loan. That was a commitment. He said he  
19 would, and he would give a total of a million  
20 dollars amounting to a total of two and a half  
21 million dollars.

22 Q. And there was no writing of that agreement  
23 between you and?

24 A. No.

25 Q. Milton?

1 Is there anybody else that you know of --

2 A. There is a writing that he signed on the  
3 loan at the bank, and he made a commitment in the  
4 board. The board members remember that he committed  
5 half a million dollars.

6 Q. But that's not on the minutes, correct?  
7 And you don't have a writing that reflects that  
8 agreement?

9 A. I don't have a writing and I don't know if  
10 it's in the minutes.

11 Q. Was there any --

12 A. Milton was an honorable man, as far as I  
13 know. We liked him a lot. We went out to dinner  
14 with him and his wife -- one of his wives.

15 MR. FREER: Your Honor, I move to strike.

16 THE COURT: Understood.

17 No question pending.

18 BY MR. FREER:

19 Q. I'm just trying to get you out of here  
20 because we will be here late if you don't answer my  
21 questions. I'm not trying to be rude.

22 A. I'm trying hard to answer your questions.

23 THE COURT: We appreciate that. Thank you.

24 BY MR. FREER:

25 Q. So there are no written agreement with your

1     alleged -- there is no written document with respect  
2     to your alleged agreement with Milton in 2006,  
3     correct?

4             MR. JONES:   Again I'm just going to object.  
5     Misstates his testimony.  He didn't call it an  
6     agreement.  A discussion.

7             THE COURT:   I think we have heard both  
8     terms so I will overrule.  He can answer it if he  
9     can.

10            THE WITNESS:  To the best of my  
11     recollection, I have no written agreement with  
12     Milton for anything.  The only discussion with  
13     Milton was about the naming of the -- keeping -- our  
14     considering to keep his name connected with the  
15     lower school.

16     BY MR. FREER:

17            Q.     And why would you be able to make the  
18     determination as to who kept what name, where in  
19     2006?

20            A.     If we didn't put up the money, the school  
21     would have been out of business in 2006.  Nobody put  
22     up -- nobody including Milton put up the operating  
23     deficit.  We put up the operating deficit, and have  
24     been doing that every year since then.  So there was  
25     no written agreement with him.  And the only reason

1 that I discussed with Milton was because he was the  
2 guy that wanted -- that he had his name on the lower  
3 school and what conditions we had to put up, at that  
4 time, a commitment of \$85 million to build a new  
5 school and to renovate the existing school. That's  
6 all the reason I talked to Milton. There was no  
7 reason to talk to him about these details otherwise.

8 Q. So you are saying at the time you spoke  
9 with Milton in 2006, you had already paid  
10 \$85 million?

11 A. No. We were committed.

12 Q. You had committed \$85 million.

13 A. Well, I'm not sure if we finalized that  
14 budget prior to '06 because you got to have the  
15 plans -- the construction plans to know what it's  
16 going to cost, but there was an estimate of the cost  
17 of construction of the buildings and the renovation  
18 of the H school, and operating expenses for a few  
19 years.

20 Q. And how --

21 A. Including deficit.

22 Q. How did Milton respond to you when you said  
23 that you might let him have the elementary school?

24 A. He said yeah he would like to do that.

25 Q. So your testimony --

1           A.    I didn't say -- I said we are going to  
2   consider allowing you to continue. One of the  
3   suggestions I made was to build -- to put a big  
4   portrait of Milton with the history of his  
5   involvement with the school and some plaques below  
6   that inside the building.

7           Q.    Let me make sure I understand your  
8   testimony then. You are saying that as of 2006,  
9   Milton I. Schwartz had agreed with you that the  
10   school would no longer be called the Milton I.  
11   Schwartz Hebrew Academy and that he might be able to  
12   keep his name on the elementary school; is that  
13   correct?

14          A.    Essentially, essentially correct.

15          Q.    Do you know whether Milton ever referred to  
16   the Milton I. Schwartz Hebrew Academy as the Adelson  
17   Campus?

18          A.    No idea.

19          Q.    Are you aware of any writings from the  
20   school prior to Milton's death that referred to the  
21   Milton I. Schwartz Hebrew Academy as the Adelson  
22   Campus?

23          A.    The Adelson Campus statement encompassed  
24   all of the buildings on the campus.

25          Q.    So prior to Milton's death, your statement

1 is that there would be writings that said Adelson  
2 Campus instead of the Milton I. Schwartz Hebrew  
3 Academy; is that correct?

4 A. What do you mean writings?

5 Q. Documents from the school.

6 A. We have a document between the school and  
7 the Adelson -- the AFCE, Adelson Family Charitable  
8 Foundation.

9 Q. Correct. But as we previously discussed,  
10 that occurred after Milton's death. I'm trying to  
11 get at --

12 A. We had a verbal agreement. And it wasn't  
13 just with Milton. Milton agreed to put up money.  
14 That's all that he had agreed to, to pay off the  
15 loan that he was already signed on and contribute  
16 money, he committed a half million and then a second  
17 half million.

18 Q. The school ran fine before it agreed to  
19 build a high school, didn't it?

20 A. It ran fine? Can you explain that?

21 Q. Let me back that up. Your testimony is if  
22 it wasn't for your money in 2006, the school would  
23 have shut down; is that correct?

24 A. Yes.

25 Q. And why would the school have shut down?



1           A.     It owed a million eight that it borrowed  
2     from banks. It kept on borrowing money from the  
3     bank so it ran up to a million eight so that's why  
4     they asked for his signature for a million and a  
5     half. And a little school like that only had 153  
6     students, if I recall -- if I recall correctly.  
7     Didn't have enough students to be able to survive  
8     financially. Milton said that too.

9           Q.     Okay. Well, let's walk through that  
10    mortgage. Why don't we go ahead and look at  
11    Exhibit 61. That's on the joint exhibit list?

12               MR. FREER: If I may approach?

13               THE COURT: Yes.

14    BY MR. FREER:

15           Q.     That's a petition that is filed by the  
16    Adelson Campus, the Miriam and Sheldon G. Adelson  
17    Educational Institute. Do you see that in the top  
18    left-hand corner?

19           A.     Top left-hand corner?

20           Q.     About line 8 on the page shows that  
21    Maximiliano D. Couvillier is acting as counsel for  
22    the Dr. Miriam and Sheldon G. Adelson educational  
23    constitute. Do you see that?

24           A.     I see that. Do you have a question?

25           Q.     I was just drawing your attention to it.

1 This was the petition that the school filed in this  
2 litigation.

3 If you turn the page to 5 and look down at  
4 line 21. Do you see in paragraph 14, you are making  
5 the assertion that Milton didn't pay the mortgage  
6 off; is that correct?

7 A. I'm sorry, I don't understand. Could you  
8 repeat that?

9 Q. What I'm trying to show is you had  
10 previously testified that one of the reasons that  
11 Milton wasn't going to get his name on the  
12 elementary school, according to your version of what  
13 occurred, was because he had not paid a mortgage of  
14 \$1.5 million; is that correct?

15 A. That was part of it.

16 Q. Part of it. I'm just dealing with this  
17 part right now.

18 A. Yeah, okay.

19 Q. You will see in paragraph 14 the school is  
20 making that same allegation; is that correct?

21 A. No.

22 Q. The school is not?

23 A. The school is listing conditions. One  
24 condition is that the only two conditions of the  
25 gift as satisfied.

1 Q. But that's the same document -- that's the  
2 same loan?

3 A. It's not saying that there was no -- he  
4 wasn't signed on it. It's saying that's a  
5 condition, that his signature is off the loan.

6 Q. If you will turn, it cites down to  
7 exhibit -- is that Exhibit 1?

8 A. Cites down?

9 Q. On the footnote. If you look at footnote  
10 14, it sites to Exhibit 1 and a promissory note  
11 that's also attached as an exhibit. And that  
12 exhibit is on next page. You will see that  
13 references --

14 A. The footnotes on the next page?

15 Q. Yes, at the bottom. It shows that there is  
16 a an Exhibit 10 that's referenced from the prior  
17 footnote.

18 A. Where do you want me to look?

19 Q. I'm just directing your attention. There  
20 is a citation to that note as Exhibit 10. So if you  
21 will turn the pages --

22 THE COURT: I think maybe reference him to  
23 either a Bates number or something for the witness  
24 to turn to or you can just turn the page.

25 MR. FREER: Right.

1 MR. JONES: Unfortunately --

2 MR. FREER: These are the pleadings on file  
3 so we don't have Bates numbers.

4 If I may approach.

5 THE COURT: Certainly. That's an exhibit  
6 to the document he is reading, so it should be  
7 attached there to the document.

8 BY MR. FREER:

9 Q. So if you will turn to Exhibit 10.

10 A. This is Exhibit 10.

11 THE COURT: To the document. Mr. Freer  
12 please turn him to page.

13 BY MR. FREER:

14 Q. Do you mind if I turn the pages for you or  
15 do you want to turn them yourself?

16 THE COURT: It's way back. Thank you,  
17 appreciate that, Mr. Freer it's not that's easy to  
18 read the little tiny print.

19 MR. FREER: That's right. That's why we  
20 blow it up.

21 THE COURT: Once you finish this line of  
22 questioning probably a good time to take our  
23 afternoon break.

24 BY MR. FREER:

25 Q. So if you will take a look at Exhibit 10,

1 this shows a promissory note in the principal amount  
2 of \$1.8 million, correct?

3 A. This promissory note.

4 Q. And it's blown up on the screen for you for  
5 ease of reference.

6 A. One million principal. The top line is --

7 Q. Grayed out.

8 A. Yeah. It's very difficult to read.

9 Q. Correct. But it's also, thankfully,  
10 restated down underneath that header, correct, do  
11 you see it still states "principal amount"?

12 A. Says principal amount a million 810.

13 Q. What is the date of the note?

14 A. The date of the note, 13/06 -- June 13 --  
15 June 12, 2007. That was a renewal of the previous  
16 note.

17 Q. Okay. So it says December 6, 2007?

18 A. That wasn't the granting of the loan on  
19 that date. That was a renewal of the loan.

20 Q. But Milton was passed away at that point,  
21 correct?

22 A. No, he didn't pass away until August, I  
23 believe.

24 Q. I think there a little confusion. If you  
25 see the loan date, it says 12/06/07?

1 A. 12/06/07. That's June 12th.

2 Q. December 6th. If you look in the header?

3 A. I'm used to seeing international dates.

4 THE COURT: Exactly.

5 BY MR. FREER:

6 Q. So you see the date of the note is  
7 December 6, 2007, correct?

8 A. Yes, that's after he passed away.

9 Q. That's after he passed away.

10 Now if you go back to the petition?

11 MR. FREER: We are almost interest, we are  
12 just closing this up, Your Honor.

13 THE WITNESS: Petition.

14 THE COURT: That document, Mr. Freer will  
15 direct you to the page.

16 BY MR. FREER:

17 Q. To speed things up?

18 A. My hands are numb like my legs are so it's  
19 difficult to feel.

20 Q. I have a numb hand thanks to a couple  
21 plates?

22 A. I have neuropathy.

23 Q. So do I.

24 THE COURT: You guys should have a meeting.

25 MR. FREER: If you find a way let me know.

1 I experience the dropsies.

2 THE WITNESS: I saw an ad by St. Rose  
3 hospital over the weekend.

4 THE COURT: What page?

5 MR. FREER: Page five, the very bottom of  
6 page 5.

7 THE COURT: Thank you.

8 BY MR. FREER:

9 Q. And the top of page 6. That's paragraph  
10 14. If you read that.

11 A. Line 22?

12 Q. Yes. At the time of Milton I. Schwartz's  
13 death, the school had an outstanding mortgage of  
14 over 1.8 million, and then they cite to that  
15 document and then the next page on page 6, the  
16 petition goes on to state, that \$1.8 million  
17 mortgage was paid off on November 2, 2010. Do you  
18 see where it says that on line 3?

19 MR. JONES: Let him read, Your Honor.  
20 There is more.

21 THE WITNESS: Yes, it was extinguished on  
22 November 2, 2010.

23 BY MR. FREER:

24 Q. Now, if I may approach again -- but as we  
25 talked about that, that note wasn't taken out until

1 after he passed away, correct?

2 MR. JONES: Objection Your Honor  
3 irrelevant.

4 I will withdraw the objection. We will get  
5 to that later.

6 MR. FREER: I just want to turn to the  
7 verification page of that petition which is on  
8 page 12.

9 BY MR. FREER:

10 Q. Mr. Adelson, who is Paul Schiffman?

11 A. He is the former head of the school.

12 Q. And he was the head of the school on May 2,  
13 2013?

14 A. Yes.

15 Q. So this is just him verifying what's stated  
16 in there is true and correct?

17 A. To the best of his own personal knowledge.

18 THE COURT: Would that be an appropriate  
19 time.

20 MR. FREER: I think that would be an  
21 appropriate time.

22 THE COURT: We will take a 15-minute break.  
23 Actually come back at a quarter after. If you come  
24 back at quarter after.

25 During this recess, you are admonished not



1 to talk or converse among yourselves or with anyone  
2 else on any subject connected with this trial; or  
3 read, watch or listen to any report of or commentary  
4 on the trial or any person connected with this trial  
5 by any medium of information, including, without  
6 limitation, to newspapers, television, the internet  
7 and radio; or form or express any opinion on any  
8 subject connected with the trial until the case is  
9 finally submitted to you.

10 We are outside the presence of the jury.

11 MR. FREER: Your Honor, may I approach.

12 (Off the record.)

13 THE COURT: We are going back on the record  
14 in the absence of the presence of the jury everybody  
15 have a seat.

16 MR. FREER: We are having a concern about  
17 finishing on time. I'm going to do my best to give  
18 Mr. Jones some time.

19 MR. JONES: Your Honor, I need some time.  
20 If we go -- if Mr. Freer goes to 3.

21 THE COURT: It's -- you mean until 4.

22 MR. JONES: Until 4. And I did speak with  
23 Mr. Adelson during the break and I explained to him  
24 please try to just keep it real short and to the  
25 point.

1 THE COURT: He has great stories but,  
2 unfortunately, we don't have time to hear them.

3 MR. JONES: He said he would be short and  
4 to the point. On the other hand, we did have an  
5 understanding that this would be the time we would  
6 do this today. I need some time to examine  
7 Mr. Adelson.

8 THE COURT: Understood.

9 MR. FREER: The issue I have I can't for  
10 close my right to cross examine him.

11 THE COURT: We will keep going we will try  
12 to make this work. With respect to the video I  
13 think we did raise a couple issues that are  
14 addressed in the video in the testimony.

15 MR. JONES: In the will Your Honor.

16 MR. FREER: Our position.

17 MR. JONES: How so?

18 MR. FREER: You referenced it and discussed  
19 it.

20 THE COURT: Specifically the loan and  
21 getting into the loan. And I -- it's not really  
22 talked about but they do talk about in that one --  
23 it's the one clip where they are talking about what  
24 they have done to bring in the high school and like  
25 I said to me the closest to being admissible is I'm

1 going ask him to speak directly to students because  
2 that does reference the different names so for my  
3 purposes that probably opens the door on that.

4 MR. LEVEQUE: Not only that but Mr. Adelson  
5 referenced the video.

6 MR. FREER: He testified --

7 THE COURT: I'm not sure that there is much  
8 about the deal in Mr. Schwartz's testimony that  
9 would counter that. The part that I thought did is  
10 the statement to future students because it talks  
11 about the different names.

12 MR. LEVEQUE: Mr. Adelson brought up what  
13 questions were being asked by Dr. Adelson when he  
14 was responding to a question by Mr. Freer.

15 THE COURT: I need a transcript because I  
16 don't recall the sections that were being read doing  
17 that like I said that's the one that's direct  
18 comments to the students that where he recalls  
19 various names I think that's relevant.

20 MR. JONES: Your Honor, I guess I need to  
21 know -- I would like to see a transcript. I would  
22 like to know exactly what it is they plan to show  
23 the jury and let's make sure that the court think  
24 that's appropriate because just because there is --  
25 first of all the reference to the video to me is

1 irrelevant. The fact that court thinks that there  
2 is something said by Mr. Schwartz that talks about  
3 the school, the naming of the school.

4 THE COURT: The different names, when he  
5 talks directly to the future students he says you  
6 need to pay attention to your studies in the Milton  
7 I. Schwartz Hebrew Academy and the Adelson high  
8 school and, you know, involve your apartments. His  
9 little speech.

10 MR. JONES: So I understand what you are  
11 talking about what's the exception to the hearsay  
12 rule with respect to that vex of the video.

13 THE COURT: I think that's impeachment.  
14 That section I think is. The rest -- like I said, I  
15 would need to see a transcript.

16 MR. JONES: Your Honor, I would ask before  
17 it be used that we are all on the same page as to  
18 what it is so that at least I can then specify my  
19 objection and the court also knows that we are only  
20 doing this segment as opposed to them putting  
21 something else in.

22 THE COURT: Correct. For my purposes now,  
23 I absolutely think that for impeachment purposes,  
24 Milton, will you please look at the camera and speak  
25 directly to future students. That's impeachment.

1 The rest I'm not so sure on.

2 MR. JONES: For closing, the right to  
3 cross-examination, the court has a right to impose  
4 restrictions in litigation and we, in good faith,  
5 agreed to put Mr. Adelson on the witness stand with  
6 the understanding it will be done today. But I  
7 certainly believe my client, the school and  
8 Mr. Adelson, have a right to a reasonable  
9 opportunity to examine.

10 So if they get two-thirds of the time,  
11 Mr. Freer, I'm not trying to impose any criticisms  
12 here but he has not been lightning fast with his  
13 questions either. There has been a lot of going  
14 back and forth. So it's not just my client.

15 THE COURT: We all need to pick up our  
16 respective paces, as long as we can stay focused and  
17 doing very direct questions and this is an adverse  
18 witness, so --

19 MR. FREER: I have been a little more  
20 patient than normal allowing him to talk.

21 THE COURT: I want to make the best use of  
22 Mr. Adelson's time and the jury's, so let's make  
23 sure we speed up our process.

24 MR. JONES: At some point I want to see if  
25 they are going to use the video or do that now.

1 THE COURT: I'm sure we will be taking a  
2 break here again.

3 MR. JONES: Is there a point at which there  
4 would be some kind of a deadline so Mr. Freer knows  
5 when he has to release the witness so that I can  
6 start? Can there be at least an agreement that I  
7 get some period of time today?

8 THE COURT: We probably do need if we are  
9 going to stay after five we need to take another  
10 break.

11 MR. FREER: The issue is how am I going to  
12 ask the questions if he is not responsive and we get  
13 to a point and I haven't a chance to ask my  
14 questions.

15 THE COURT: You have had an hour and a half  
16 so far so we will see if we can move this along a  
17 little faster. No offense this is an adverse  
18 witness you will have the lead.

19 MR. JONES: Your Honor I would also point  
20 out Mr. Adelson's involvement in the issues relate  
21 to this case is a minor player. He didn't have the  
22 formation of alleged contract in 1989 orb 1990 or  
23 any other time.

24 THE COURT: And Mr. Freer has made it very  
25 clear that he's skipped a lot of his area of

1 inquiry.

2 MR. JONES: So he knows about his agreement  
3 with the school and he talked about that. And his  
4 involvement with the board and Mr. Schwartz, so  
5 there shouldn't be a need to keep him on the witness  
6 stand for an inordinate amount of time.

7 MR. FREER: The main issue we have is this  
8 alleged agreement that he had with Milton and Milton  
9 somehow allowing that to occur. So we need to show  
10 evidence that he had no knowledge of that at the  
11 time he decide.

12 THE COURT: Right. Okay.

13 MR. JONES: Your Honor, does the court have  
14 any idea when I will get a chance so Mr. Freer knows  
15 when he is going to finish and I get to start?

16 THE COURT: What do you think? It's 3:25.  
17 Let's stop talking and do this. 4, 4:15?

18 MR. FREER: I will do my very best, then if  
19 we don't, we have an issue, they can recall him.

20 MR. JONES: That's the issue, Your Honor.  
21 All of us knew that going in.

22 THE COURT: We will just all focus.

23 Ladies and gentlemen, thank you so much.  
24 We are going to go back on the record now in 061300  
25 trying to find a way to speed this up a little bit

1 we are going to work on that and expedite things.  
2 As I mentioned we need to use Mr. Adelson's time  
3 while we have it so we will go after five.

4 Mr. Freer, your witness.

5 BY MR. FREER:

6 Q. Mr. Adelson, before the break your  
7 testimony with respect to the verbal agreement and  
8 what you assert was Milton's promise. There were  
9 two components; is that correct, if you recall you  
10 testified that there was your position is that he  
11 needed to pay off the mortgage?

12 A. Yes.

13 Q. And we walked through that. And then there  
14 is another component where he was supposed to -- was  
15 it fundraise or pay?

16 A. No, pay.

17 Q. How much money do you assert he was paying?

18 A. One million.

19 Q. He was supposed to pay one million. Okay.

20 Is that promise from Mr. Schwartz to pay in  
21 writing anywhere?

22 A. No.

23 Q. And do you think if it was a promise to pay  
24 one million, it should be in writing?

25 A. I was dealing with an honorable man. I



1 didn't expect that I had to put it in writing.

2 Q. So to recap the only mortgage the school  
3 alleges exists on the property is a mortgage taken  
4 out after Milton's death?

5 A. No.

6 Q. Well, that's in the petition of  
7 Mr. Schiffman, correct?

8 A. Mr. Schiffman is wrong. That was a renewal  
9 of the note. I couldn't, during his lifetime say  
10 you got to pay off a million and a half if it didn't  
11 exist. That promissory note was a renewal. The  
12 promissory note had existed years before.

13 Q. So there was a promissory note somewhere  
14 that's in existence that has not been produced in  
15 this litigation?

16 MR. JONES: Objection Your Honor that  
17 totally misstates the evidence.

18 THE COURT: I think the footnote  
19 specifically referenced June 6206 and December 2007.

20 MR. JONES: It did Your Honor.

21 BY MR. FREER:

22 Q. You have never provided any evidence of the  
23 original note, have you?

24 A. I leave it up to the attorneys to provide  
25 the evidence.

1 Q. And you would agree with me that Milton  
2 couldn't have guaranteed the loan after his death,  
3 correct?

4 A. That's correct.

5 Q. To your knowledge, there are no documents  
6 memorializing Milton's promise to pay?

7 MR. JONES: Objection. Asked and answered  
8 multiple times, Your Honor.

9 THE COURT: Sustained.

10 BY MR. FREER:

11 Q. You claim that the discussion about Milton  
12 occurred in a meeting sometime afterwards, not in  
13 documents, there is no minutes; is that correct?

14 MR. JONES: Objection asked and answered.

15 THE WITNESS: That's correct.

16 THE COURT: Sustained.

17 BY MR. FREER:

18 Q. Now, earlier you testified that if you  
19 recall I asked you whether or not there were any  
20 documents in 2006 and prior to Milton's death in  
21 2007 that referenced an Adelson Campus. Do you  
22 recall that?

23 A. No.

24 Q. Are you aware of any documents in 2006 and  
25 2007 that reference an Adelson Campus?

1           A.    It may have been.  Was it in one of the  
2 meeting minutes?

3           Q.    I'm just talking about any --

4           A.    I don't recall.

5           Q.    Let's turn to Tab 149.

6           A.    Tab 149.

7                   MR. FREER:  May I approach.

8                   THE COURT:  Was that the agreed upon one?

9                   MR. FREER:  No that's one of the estate's  
10 exhibits.

11                   THE WITNESS:  149.  Is this 149?

12 BY MR. FREER:

13           Q.    Yes.  It is.

14           A.    Yes.

15           Q.    Now you recall in May of 2007 that a gala  
16 was held in Milton's honor, correct?

17           A.    It was some time.  I don't remember the  
18 exact year.  We did have Milton as an honoree.

19           Q.    And you and your wife Dr. Adelson were the  
20 hosts of that gala, correct?

21           A.    We and the Chaltiels.

22           Q.    Do you recognize that as being part of the  
23 gala document?  There is a lot of pages there.  I'm  
24 only going to call your attention to a couple pages.  
25 But for ease of time if you will just take a look at

1 that first page.

2 A. Yes.

3 MR. FREER: Your Honor I move --

4 THE WITNESS: You mean the cover page?

5 BY MR. FREER:

6 Q. Yes.

7 A. Yeah, I got it.

8 Q. And that's the comp page from the brochure  
9 at that gala?

10 A. I believe so.

11 MR. FREER: Your Honor I move to admit  
12 Exhibit 149.

13 MR. JONES: No objection Your Honor.

14 THE COURT: Admitted.

15 BY MR. FREER:

16 Q. If you turn to page 6 in that gala, it's a  
17 letter from you. Yes, that's the page.

18 A. Okay.

19 Q. Do you recognize that signature at the  
20 bottom of the page?

21 A. Which one?

22 Q. Your signature at the bottom of the page?

23 A. Yes.

24 Q. That your wife Dr. Adelson's signature?

25 A. Yes.

1 Q. Now if you go to the top --

2 A. "Dear friends."

3 Q. Yes. Do you want to take a minute to read  
4 that or do you want me to go ahead?

5 A. Just as quick as I can. Okay. There is no  
6 date on this.

7 Q. If you look at the front, it's --

8 A. No date there either.

9 Q. All right.

10 A. Could you tell me the date, please.

11 Q. If we want to go back to minutes, there  
12 were minutes in May of 2007.

13 MR. FREER: Alex do you have that? Can you  
14 find the date somewhere?

15 BY MR. FREER:

16 Q. Mr. Adelson, in the speed of time will you  
17 accept my representation that this occurred in 2007,  
18 prior to Milton's death?

19 A. Okay.

20 Q. All right. Now that we are down to that --

21 A. Couldn't have been after he died for sure.

22 Q. Exactly, you wouldn't honor him after he  
23 was dead. It would be hard to hand him an award.

24 If you take a look at that first paragraph,  
25 second sentence that's highlighted?

1 A. Starting with.

2 Q. First paragraph second sentence highlighted  
3 "it is an inspiration."

4 A. Okay.

5 Q. Do you see any reference to an Adelson  
6 Campus in that sentence it?

7 A. It's called the Adelson School.

8 Q. And it's the Milton I. Schwartz Hebrew  
9 Academy side by side, correct?

10 A. Question again, please?

11 Q. You answered my question.

12 If you turn to page -- actually, the last  
13 paragraph of that -- actually hang on. Go back up  
14 to that first paragraph again.

15 A. Pardon me?

16 Q. The next sentence in there, read that as  
17 well?

18 A. It is an inspiration to see so many of the  
19 community supporting not only the MIS Hebrew Academy  
20 but also the Adelson School. At last year's event  
21 we presented plans to create a world-class high  
22 school adjacent to the MIS Hebrew Academy.

23 Q. So there is no in reference that document  
24 to a campus, is there? There is only --

25 A. One can interpret the Adelson School as a

1 campus or just as an individual school building.

2 Q. It's a yes or no question. So if you can  
3 answer my question.

4 A. The word "campus" do not appear in that  
5 sentence.

6 Q. And only the words "high school" appear in  
7 that sentence, correct?

8 A. Adelson School.

9 Q. The second sentence "plans to create a  
10 world-class high school," correct?

11 A. Yes.

12 Q. If you turn to page 29 of that packet --

13 A. The pages are not numbered.

14 Q. Let me help you there. We are going to go  
15 back and ask you one more question on page 6 and  
16 then we will turn to look at that.

17 A. Okay.

18 THE COURT: Thank you, Mr. Freer.

19 MR. FREER: Yes.

20 BY MR. FREER:

21 Q. All right if you take a look at that last  
22 paragraph on the gala letter?

23 A. Okay.

24 Q. And I will draw your attention to fourth  
25 sentence down. Starts with "the school, established

1 since 1988 has since expanded to include preschool  
2 through 8th grade.

3 A. Last paragraph on that page? School  
4 established.

5 Q. It references the --

6 A. Since expanded to include preschool through  
7 8th grade.

8 Q. Right. So in that Milton I. Schwartz  
9 Hebrew Academy is preschool through 8th grade,  
10 correct?

11 A. Yes. Apparently it has since expanded to  
12 include preschool through 8th.

13 Q. So if you will turn to that tab?

14 MR. JONES: What page are you on?

15 MR. FREER: Page 29.

16 MR. JONES: I got it.

17 BY MR. FREER:

18 Q. Do you recognize that as an advertisement  
19 for the Dr. Miriam and Sheldon G. Adelson School?

20 A. I think it's just part of the presentation  
21 of the school.

22 Q. I will call your attention to the first  
23 sentence there.

24 A. There is only one sentence.

25 Q. The first sentence.



1 THE COURT: We are looking at different  
2 pages.

3 THE WITNESS: You showed me this.

4 BY MR. FREER:

5 Q. The very next page.

6 THE COURT: Oh, okay.

7 THE WITNESS: Okay.

8 BY MR. FREER:

9 Q. That first sentence says "located adjacent  
10 to the MIS Hebrew Academy, the Adelson School opens  
11 in the fall 2007 for grades 9, 10, with grade 11  
12 opening in the fall of 2008 and grade 12 in 2009."

13 A. Yes.

14 Q. So according to that advertisement, by the  
15 Adelson School, it is --

16 A. I don't know if it's an ad, it's just part  
17 of the presentation.

18 Q. So part of the presentation, the Adelson  
19 School is grades 9, 10, 11 in the fall of 2008,  
20 correct?

21 A. The Adelson high school.

22 Q. Next sentence, "with a major gift  
23 Dr. Miriam and Sheldon G. Adelson have made possible  
24 a world-class high school for Las Vegas." That only  
25 references a high school, correct?

1           A.    This is written on the assumption that  
2   Milton was going to pay 2 and a half million and we  
3   were going to consider keeping his name in some way  
4   connected it to the lower school.

5           Q.    My question was a yes or no, if you could  
6   answer yes or no for that, please.  Because we are  
7   trying to get through this?

8           A.    I want to get through this.  I want to help  
9   you.  Could you repeat exactly so I can say yes or  
10   no.

11          Q.    There is no reference -- there is only a  
12   reference to a high school?

13          A.    Yes.

14          Q.    In that sentence?

15          A.    Yes.  Let me scan the rest.  The picture  
16   includes the middle school, the recreational  
17   facilities, tennis and soccer, synagogue and  
18   commons.

19               MR. FREER:  Your Honor move to strike there  
20   is no question pending.

21               THE COURT:  All right.  Sustained.  We will  
22   strike that last comment.  Was the question  
23   answered?  He asked to read the rest of the  
24   paragraph.

25               MR. FREER:  He wanted to read the rest.

1 THE WITNESS: I agree that there is no  
2 mention of the other school, but it's shown in the  
3 picture.

4 MR. FREER: Move to strike that as well,  
5 Your Honor.

6 THE COURT: Granted.

7 MR. JONES: Your Honor, I think based on  
8 the colloquy I think that was an appropriate comment  
9 by Mr. Adelson so I would object to that striking.

10 THE COURT: Thank you. Overruled.

11 MR. FREER: What page is that, Alex.

12 MR. LEVEQUE: 61.

13 BY MR. FREER:

14 Q. Let me turn to page 61.

15 A. Page 61?

16 Q. While I'm opening this up for you, will you  
17 take a look at the highlighted language.

18 A. Yes.

19 Q. Do you want me to find the page or do you  
20 want me to ask the question?

21 A. You can ask me the question.

22 Q. That will save us all some time.

23 There is says, Students in good standing  
24 matriculate from the Milton I. Schwartz Hebrew  
25 Academy to the Dr. Miriam and Sheldon G. Adelson

1 School, the first Jewish high school in the area.

2 That sentence only references that there  
3 was going to be a high school, correct, in the  
4 Adelsons' name?

5 A. Yes.

6 Q. And they were matriculating from the Milton  
7 I. Schwartz Hebrew Academy, correct?

8 A. Yes.

9 Q. And to matriculate means you go from 8th  
10 grade to 9th grade, correct?

11 A. Yes. Has another meaning but we will  
12 accept that one.

13 Q. So everything I have shown you while Milton  
14 was alive states that there was an Adelson high  
15 school, correct and that there was a Milton I.  
16 Schwartz Hebrew Academy that was K through 8,  
17 correct?

18 A. Yes.

19 MR. FREER: I would like to cue up the  
20 video now.

21 MR. JONES: I would like to see what the  
22 video is that they want to cue up.

23 THE COURT: Is this the clip that was shown  
24 earlier about the speech.

25 MR. JONES: I believe the court said there

1 were portions of the video that were admissible but  
2 not all of it.

3 THE COURT: Are we talking about the  
4 speech?

5 MR. FREER: Yes.

6 MR. JONES: Again if they show something  
7 the court has not approved --

8 MR. FREER: Would you like to sidebar?

9 MR. JONES: I want to make sure that we  
10 don't have a mistrial. It.

11 (Off the record.)

12 THE COURT: The portion we just discussed,  
13 cue that, please. We agree that's the agreed upon  
14 portion.

15 BY MR. FREER:

16 Q. Mr. Adelson you recall your prior testimony  
17 you referenced a video that was taken of Milton  
18 Schwartz in connection with the gala; is that  
19 correct?

20 A. Yes.

21 Q. We are going to play a section of that  
22 video where Milton talks to the students, future  
23 students. And if you go ahead and play that.

24 (Video played.)

25 MR. FREER: Technical difficulties.

1 THE COURT: I don't know if things were  
2 easier or harder before we had all this technology.

3 MR. FREER: I personally like paper.

4 Your Honor, in the interest of time, I can  
5 move on and we will come back to that.

6 THE COURT: Uh-huh.

7 MR. FREER: It just builds suspense.

8 BY MR. FREER:

9 Q. Now, earlier we showed awe copy of the  
10 pledge agreement that was executed in December  
11 of 2013, do you recall that?

12 A. A promissory note.

13 Q. No, the naming rights agreement.

14 A. Oh, yes.

15 Q. And we walked through why -- I pointed out  
16 there isn't any direct mention of the word  
17 "elementary school," in that agreement; do you  
18 recall that?

19 A. Yes.

20 Q. Do you recall signing a resolution on that  
21 same day?

22 A. No.

23 Q. Why don't we turn to exhibit --

24 A. That's eleven years ago.

25 Q. Turn to Exhibit 43. You will see the date

1 of that resolution is December 13, 2007, correct?

2 A. Yes.

3 Q. That's the same date as your naming rights  
4 agreement, correct?

5 A. I don't know. If you say it is, I accept  
6 it.

7 Q. If you turn -- if you go down, it says  
8 resolved in the highlighted portion if you call that  
9 out, Alex?

10 A. Yes.

11 Q. It says that the articles shall be known in  
12 perpetuity as the Dr. Miriam and Sheldon G. Adelson  
13 Educational Institute?

14 A. Yes.

15 Q. Do you see that?

16 Now, what does perpetuity mean to you?

17 A. Technically perpetuity means forever, but  
18 it's not used in a forever sense. Not just here,  
19 but people generally.

20 Q. Do you recall in your deposition stating  
21 that it means it will always be known and would not  
22 be known as anything else?

23 A. I'm sorry, I don't understand the question.

24 Q. Do you recall that in your deposition, you  
25 testified that the meaning of perpetuity to you

1 means that it will always be known and would not be  
2 known as anything else?

3 A. Yes.

4 Q. You see down at the bottom it says the  
5 corporation's elementary school shall be named in  
6 honor of Milton I. Schwartz in perpetuity?

7 A. Yes.

8 Q. So the same time you did a naming rights  
9 agreement in 2013 that omits any mention of the  
10 elementary school you signed this resolution that  
11 also states it will be named the Milton I. Schwartz  
12 Hebrew Academy in perpetuity, correct?

13 A. I don't know. Did I sign that?

14 Q. If you turn to page 3?

15 A. I don't have it.

16 Q. It will come upright there.

17 A. That's my signature.

18 Q. So by signing this resolution, you  
19 understood that you were agreeing with the other  
20 board members that the elementary school would be  
21 named in honor of Milton I. Schwartz in perpetuity,  
22 correct?

23 A. I signed that, yes.

24 Q. And in your words, perpetuity means it will  
25 always be known and would not be known as anything



1 else, correct?

2 A. Unless the Adelson charity foundation  
3 renamed it.

4 MR. FREER: Move to strike that Your Honor.

5 THE COURT: Overruled.

6 MR. JONES: Your Honor did you sustain  
7 that?

8 THE COURT: No. Overruled.

9 MR. JONES: Oh, didn't hear you.  
10 Apologize.

11 BY MR. FREER:

12 Q. Is it your contention that Milton I.  
13 Schwartz has no naming rights as to the school?

14 A. Yes.

15 Q. Do you recall in your --

16 A. Talking about currently?

17 Q. Yes.

18 A. Yes.

19 Q. Do you recall in your deposition that you  
20 said it would be ridiculous to even consider that he  
21 have naming rights because he only donated \$500,000?

22 A. I don't know if I said it was ridiculous,  
23 but it would be.

24 Q. Why would it be ridiculous?

25 A. We built a brand-new school. We were

1 encouraged to put in \$85 million and to pay the  
2 ongoing deficit. Milton said he would help to pay  
3 the operational cost deficit. Never paid a nickel.  
4 We pay the ongoing deficit. It's running between 6  
5 and \$8 million a year.

6 Q. So it's your contention that -- I'm sorry.

7 A. It's not done in naming.

8 Q. So your contention is that the \$500,000 is  
9 so small that it doesn't match up to what you have  
10 contributed; is that correct?

11 A. That's obvious.

12 Q. And I mentioned your deposition testimony.  
13 Let's just play that clip from your deposition?

14 MR. JONES: Your Honor why would we play  
15 the clip? He answered the question. There is  
16 nothing contradictory about improper.

17 THE COURT: Do we need the clip, Mr. Freer?

18 BY MR. FREER:

19 Q. You admitted it was ridiculous, right?

20 A. It is ridiculous.

21 Q. Did you use the word infinitesimal to  
22 describe the amount of money that Milton  
23 contributed?

24 A. I could have.

25 Q. The answer is yes or no?

1 MR. JONES: Your Honor objection he has  
2 answered he could have.

3 THE WITNESS: It's a word that I would use.  
4 BY MR. FREER:

5 Q. And your contention is your name should be  
6 on the school because you contributed more money,  
7 correct?

8 MR. JONES: Objection. Your Honor. That  
9 misstates his testimony.

10 THE COURT: Right. You know I think that  
11 the term school should probably be defined because I  
12 think Mr. Adelson uses campus.

13 MR. FREER: Okay.

14 THE WITNESS: I contributed 228 times a  
15 half million.

16 BY MR. FREER:

17 Q. So it's your contention that your name  
18 should be on the campus because you contributed more  
19 money than Milton Schwartz, correct?

20 A. 228 times more.

21 Q. And you previously testified that it's  
22 always the person putting up the maximum amount of  
23 money that gets the naming rights?

24 A. Yes.

25 Q. Do you recall testifying to that?

1                   Is it your testimony that he who pays the  
2 most determines the rules of naming?

3           A.    Yes.

4           Q.    And you stated that it stretches  
5 credibility to even think that Milton would have  
6 naming rights for only donating 500,000 next to your  
7 100 million, correct?

8           A.    He donated it 30, 40 years ago. He had his  
9 name on the school for a long time.

10          Q.    If you look at Exhibit 44 --

11          A.    Which is what?

12          Q.    That's your naming rights agreement.

13          A.    We can discuss it in the interest of time.

14          Q.    But in your naming rights agreement, you  
15 only paid \$3 million for that naming rights  
16 agreement, right?

17                   MR. JONES:  Objection.

18                   THE WITNESS:  There was more than one  
19 naming rights agreement.

20                   THE COURT:  We are talking about --

21                   THE WITNESS:  We paid 114 million. The  
22 agreement was 85 million at the time.

23           BY MR. FREER:

24           Q.    As to this naming rights agreement it says  
25 \$3 million, right?

1 A. Right.

2 Q. So this is where we have to do fractions  
3 I'm not very good, but \$3 million for the naming  
4 right that you have here compared to Milton  
5 Schwartz's 500,000 that he paid for his naming  
6 right, that's one sixth, right?

7 A. Yes.

8 MR. JONES: Objection to the form of the  
9 question.

10 THE WITNESS: Overruled.

11 BY MR. FREER:

12 Q. And that 500,000 also acquired the 17  
13 acres, correct?

14 A. No.

15 Q. So you are saying without that -- you are  
16 saying the 17 acres would have still been acquired  
17 without the \$500,000 contribution of Milton  
18 Schwartz?

19 A. I don't know what happened at the time.  
20 Dr. Lubin said that she acquired the land. I don't  
21 know how it was done, and I don't know how much was  
22 paid for it.

23 Q. Now, a moment ago you just said that there  
24 was another naming rights agreement; is that  
25 correct?

1 A. Yes.

2 Q. Was that -- do you recall when you did that  
3 one?

4 A. Subsequent to that deal, you have to ask my  
5 attorney.

6 Q. Why don't we pull up the 2013 agreement?

7 MR. LEVEQUE: 59.

8 BY MR. FREER:

9 Q. Turn to Exhibit 59. Show that. Do you see  
10 that's a gift agreement dated December 31, 2012?

11 A. Yes.

12 Q. And you will see that the amount of the  
13 donation there was how much?

14 A. 50 million.

15 Q. Okay. Now, there is --

16 A. Hold on I'm reading it.

17 Q. So now there are conditions to that gift,  
18 correct?

19 A. Says Condition of Gift.

20 Q. And number one is shall provide secular  
21 education; number two, afford students the  
22 opportunity to absorb in Jewish culture, correct?

23 A. I'm sorry.

24 Q. My question is: In items one or two is  
25 there any mention of a naming rights?

1 A. Adelson School agrees in perpetuity.

2 MR. FREER: Go back Alex real quick.

3 MR. LEVEQUE: Sure.

4 BY MR. FREER:

5 Q. You don't see any naming rights agreement  
6 in items one or two?

7 A. Not in that paragraph. I'm sure it's in  
8 others.

9 Q. And the next page, list of items 3 and  
10 items 4 and 5. Do you see any reference to a naming  
11 rights agreement in those provisions?

12 A. You are only picking out the paragraphs  
13 that don't talk about it. Can you pick out the  
14 paragraphs that do?

15 THE COURT: Mr. Jones will have an  
16 opportunity to do that for you in just a moment.

17 MR. FREER: I'm short on time. So we are  
18 going to get to that.

19 BY MR. FREER:

20 Q. Now at the time you had this discussion  
21 with Milton where you alleged that he made a promise  
22 and that you had an agreement, had you donated any  
23 money yet?

24 A. I don't remember.

25 Q. In fact --

1           A.    Two million might have been -- I don't know  
2    why we put up three million.  Might have been for a  
3    deficit for a year.

4           Q.    But in fact you didn't donate that 3  
5    million until December of that year, correct?

6           A.    I don't recall.

7           Q.    And that was after Milton died, correct?

8           A.    I will accept that.

9           Q.    And it was for the naming rights agreement,  
10   correct?

11          A.    The 3 million was some sort of down  
12   payment.  It wasn't a gift in full.

13          Q.    And you didn't donate the 50 million until  
14   2012, correct?  We just wept through that.

15          A.    The last 50 million.  There was money  
16   donated before then.

17          Q.    Okay.

18          A.    And we put up 45 million as a mortgage, and  
19   that replaced the -- in part, the 1.8 million that  
20   was owed to the bank that Milton was endorsed on.

21          Q.    And that would be reflected in the school's  
22   financial records that have been produced in this  
23   case?

24          A.    Yes.

25               MR. FREER:  Court's indulgence real quick,



1 Your Honor.

2 BY MR. FREER:

3 Q. Mr. Adelson, do you recall receiving a  
4 letter from Jonathan Schwartz in 2010?

5 A. I don't recall it, but I know that he sent  
6 a letter in 2010.

7 Q. You didn't respond to that letter, did you?

8 A. I don't recall.

9 Q. You took the name off of the elementary  
10 school after Milton died because you felt that he  
11 didn't live up to what you believed to be a verbal  
12 agreement by Milton, correct?

13 MR. JONES: Your Honor I'm going to object  
14 to the reference to you took the name off the  
15 school.

16 THE COURT: Yeah, I do think that should be  
17 clarified as to personally or the board. And at the  
18 time I believe he was still vice president.

19 MR. FREER: That's correct.

20 THE COURT: Thanks.

21 BY MR. FREER:

22 Q. So after Milton died, the board took  
23 Milton's name off the school. Do you recall that?

24 A. Several years later.

25 Q. And the reason for that was because it was

1 the school's position that Milton did not live up to  
2 the verbal promise that he had entered into with  
3 you, correct?

4 A. Yes.

5 Q. And so --

6 A. Not only with me, with the school.

7 Q. And that's the one that's not documented by  
8 anything, correct?

9 A. That's correct.

10 Q. And so because your position that Milton  
11 did not live up to a promise that you believed he  
12 had, that gave you the right to remove his name off  
13 the school, you being the board?

14 MR. JONES: Thank you for the  
15 clarification.

16 THE COURT: Thank you.

17 THE WITNESS: It's not only me. It was in  
18 the agreement that we gave -- that we gave the 85  
19 million or the collective understandings of two  
20 agreements, or maybe more, that gave a charitable  
21 foundation -- the family foundation the right to  
22 change the name at any time.

23 BY MR. FREER:

24 Q. That's contrary to the language we just  
25 read where the board resolved to keep the name

1 Milton I. Schwartz Hebrew Academy in perpetuity,  
2 correct?

3 MR. JONES: Objection to the question.

4 THE COURT: So he is talking about the  
5 agreements and talking about -- was it the articles  
6 of incorporation being amended or the board  
7 resolution?

8 MR. JONES: It was board resolution.

9 THE COURT: So between that board  
10 resolution and the naming rights agreements he is  
11 talking about.

12 MR. FREER: I withdraw the question, Your  
13 Honor.

14 THE COURT: That's where they were being  
15 related.

16 BY MR. FREER:

17 Q. So the board's position was that Milton's  
18 verbal promise in 2006 was enforceable, correct?

19 A. Yes.

20 Q. And that he broke it?

21 A. He didn't break it intentionally. He died.

22 Q. And that that promise is enforceable even  
23 though it's not in writing, correct?

24 A. Yes. He made -- yes.

25 Q. And it's not a formal agreement, correct?

1 A. He was on the note. That was formal.

2 Q. So is it your position --

3 A. His significant, whether Mr. Schwartz,  
4 current Mr. Schwartz, argues that it was a million,  
5 I was told it was a million and a half. No  
6 difference. He unfortunately died. He was a very  
7 nice man. We liked him a lot. He died, he couldn't  
8 keep that. So the board assumed that he would leave  
9 the money in his will. And then we saw the will, we  
10 realized that he wasn't -- had no intention of  
11 giving that amount of money.

12 MR. FREER: Move to strike Your Honor.

13 MR. JONES: Your Honor, I believe that was  
14 responsive.

15 THE COURT: Overruled.

16 BY MR. FREER:

17 Q. So it's the board's position that even  
18 though there is a verbal agreement as long as it's  
19 supported by writing, it's enforceable?

20 A. Say again.

21 Q. You just testified that the reference to  
22 that verbal agreement was a promissory note,  
23 correct?

24 A. I don't understand the connection.

25 MR. JONES: Join Mr. Adelson's objection.

1 Vague and ambiguous.

2 THE COURT: Sustained.

3 BY MR. FREER:

4 Q. Previously you testified that there was a  
5 verbal agreement for Milton to pay the mortgage?

6 A. To me.

7 Q. Correct.

8 A. Right.

9 Q. And that the school enforced that verbal  
10 agreement by removing the name off the building,  
11 correct?

12 MR. JONES: Objection Your Honor I think  
13 that misstates the testimony.

14 THE COURT: I will allow him to answer it,  
15 if he can.

16 THE WITNESS: Could you repeat it? I don't  
17 understand it.

18 BY MR. FREER:

19 Q. Okay. And the board's position is that  
20 Milton did not live up to his promise, correct?

21 A. Essentially.

22 Q. And because Milton did not live up to that  
23 verbal promise, the school -- the board, directed  
24 that his name be taken down off the building,  
25 correct?

1 A. Yes.

2 Q. And it's the board's position that that  
3 verbal agreement is enforceable?

4 MR. JONES: Your Honor just object lacks  
5 foundation as to the board's intention at that --

6 THE COURT: So I think this is, again, you  
7 are asking Mr. Adelson to speak as president of the  
8 board not in his personal --

9 BY MR. FREER:

10 Q. Did you vote to take Milton's name down?

11 A. Yes.

12 Q. And the board passed that unanimously,  
13 correct?

14 A. Yes.

15 Q. Who was --

16 A. I didn't -- I didn't make the motion. It  
17 was seconded. Somebody else did.

18 Q. Who was the borrower on that loan?

19 A. The school -- no, the million 8?

20 Q. Yes.

21 A. I guess the school.

22 Q. The school never made a creditor's claim in  
23 Milton's estate for that 1.8 million, correct?

24 A. I don't know.

25 Q. Are you aware of the estate's position that

1 Milton had an enforceable naming rights agreement  
2 based on some 1989 documents and an agreement made  
3 between Milton and the board?

4 A. I don't know about the year. I'm aware  
5 that the estate represented by the son, Milton's  
6 son, claims that they should have the naming rights  
7 on the school in perpetuity. That's what this case  
8 is about.

9 Q. If Milton's prior naming rights agreement  
10 is found to be valid in this case, how can you have  
11 a naming rights agreement?

12 A. He didn't have.

13 MR. JONES: Your Honor, I have an  
14 objection.

15 THE COURT: Stop. That's not an  
16 appropriate question to ask.

17 MR. FREER: I will withdraw the question.

18 BY MR. FREER:

19 Q. Is it the school's position that any naming  
20 rights agreement Milton had in 1989 is not valid  
21 because he did not have a formal written contract?

22 MR. JONES: Your Honor -- I'm sorry  
23 Mr. Adelson. For the record, to the extent that  
24 calls for a legal conclusion, I would object.

25 Mr. Adelson, you can answer to the extent

1 your understanding.

2 THE COURT: Sustained.

3 THE WITNESS: My understanding is that  
4 agreement has to be in writing to be enforceable,  
5 and it's not, any agreement. And it's not  
6 enforceable.

7 BY MR. FREER:

8 Q. And it's your position that in 2006, you  
9 had a verbal agreement to name the school the  
10 Adelson Campus, correct?

11 A. Could have been about that time.

12 Q. So your position is Milton's verbal  
13 agreement in 1989, "you" being the school, as far as  
14 you know -- let me back up and restate.

15 So the board's position is that Milton's  
16 1989 verbal agreement is invalid, but your naming  
17 agreement starting in 2006 is valid?

18 MR. JONES: Your Honor, first of all,  
19 that's compound. Secondly, I would object that it  
20 assumes that there was a 1989 verbal agreement,  
21 which is an issue.

22 THE COURT: So assuming all of that --

23 MR. FREER: Correct.

24 THE COURT: Assuming all of that, again, I  
25 kind of think isn't that why we are here?



1 MR. JONES: That's what my understanding  
2 is, Your Honor.

3 MR. FREER: Let me confer with my --

4 THE COURT: Yes. Are we hopeful on our  
5 video.

6 MR. LEVEQUE: Can we approach?

7 (Bench conference.)

8 THE COURT: Mr. Freer do we have our video  
9 ready.

10 MR. JONES: For the record Your Honor I  
11 object we had an agreement and I'm not going to get  
12 a fair opportunity to talk to Mr. Adelson.

13 THE COURT: Mr. Freer is this.

14 MR. FREER: This is it.

15 THE COURT: This is the end of the  
16 question. Thank you.

17 BY MR. FREER:

18 Q. While they cue up this video --

19 (Video played.)

20 THE COURT: Thank you.

21 BY MR. FREER:

22 Q. Mr. Adelson, is the woman's voice -- the  
23 woman's voice in that video is your wife's, correct?

24 A. Sounded like her.

25 Q. And Mr. Schwartz did not mention a campus

1 in that, did he?

2 A. No.

3 Q. He only referenced an Adelson high school,  
4 correct?

5 A. Yes.

6 Q. And he talked about the Milton I. Schwartz  
7 Hebrew Academy students going to the high school,  
8 correct?

9 A. Right.

10 Q. Mr. Adelson, in your deposition, did you  
11 testify that you would not change the name of the  
12 elementary school to allow the estate to make the  
13 donation -- strike that.

14 In your deposition, did you testify that if  
15 the \$500,000 donation was made to the Adelson School  
16 that you still would not put the elementary school's  
17 name back on in the name of Milton I. Schwartz?

18 A. That's correct.

19 MR. LEVEQUE: No further questions, I pass  
20 the witness Your Honor.

21 THE COURT: Mr. Jones. Give us just one  
22 second. We have to switch out the video system from  
23 Mr. Freer to Mr. Jones's system. Just take  
24 1 minute.

25 EXAMINATION

1 BY MR. JONES:

2 Q. Good afternoon?

3 MR. JONES: By the way good afternoon.

4 BY MR. JONES:

5 Q. I'm going to rush as fast as I can I only  
6 have a short period of time and Mr. Freer has had  
7 you quite a while. I want to start by asking you a  
8 question. In that have we saw Mr. Schwartz it's my  
9 understanding that happened in June July 2007, with  
10 that in mind that was shortly before he passed away.

11 A. I think so.

12 Q. And that would have been about the time you  
13 were having these conversations with him, right,  
14 about whether his name could stay on the lower  
15 school?

16 MR. FREER: Objection. Misstates prior  
17 testimony.

18 THE COURT: Sustained.

19 MR. JONES: I'm sorry. What was the  
20 objection?

21 THE COURT: Misstates prior testimony.

22 This was actually May, by the way. I think it was  
23 May 2007.

24 MR. JONES: Thank you Your Honor.

25 BY MR. JONES:

1 Q. So May 2007. I will defer to the judge if  
2 that was around May of 2007, that video. When you  
3 talked to Mr. Schwartz about this idea that if he  
4 paid off the mortgage and he had put in a million  
5 dollars and helped continue to support the school  
6 that you would let the lower school -- consider  
7 letting the lower school be named the Milton I.  
8 Schwartz Hebrew Academy, when did that happen? Tell  
9 the jury when that happened.

10 A. Could have been 07 or 06, sometime before  
11 07.

12 Q. Did you expect him to actually live up to  
13 that deal?

14 A. Sure.

15 Q. And did you any reason to believe that he  
16 wouldn't?

17 A. No.

18 Q. And were you okay with the idea? If he had  
19 done that, would you be thinking about that?

20 MR. FREER: Objection.

21 (Overlapping dialogue.)

22 THE COURT: Overruled.

23 THE WITNESS: I would have agreed to it.

24 BY MR. JONES:

25 Q. I'm sorry, I didn't want to cut you off.

1 I'm sorry I'm kind of rushing. I apologize. But  
2 because there is some important things we've got to  
3 cover and I want to get to that.

4 In that video that they just showed the  
5 jury, the fact that -- you would still believe that  
6 by May of 2007 when that video was taken he still in  
7 his mind would have thought based on his  
8 conversations with you that the lower school would  
9 be Milton I. Schwartz Hebrew Academy?

10 MR. FREER: Objection calls for  
11 speculation.

12 THE COURT: Overruled.

13 THE WITNESS: Certainly.

14 BY MR. JONES:

15 Q. So was there anything in that video that  
16 you thought inconsistent with your discussions with  
17 Mr. Schwartz?

18 A. No.

19 Q. Thank you.

20 I wanted to ask you another question I want  
21 to go back to the?

22 A. I didn't see the whole portion of the vie.

23 Q. That what I meant.

24 I want to talk about this idea why you  
25 didn't believe Mr. Schwartz's name shouldn't stay on

1 the building. Did you ever see a contract between  
2 the school and Mr. Schwartz?

3 A. No, and I don't believe one existed.

4 Q. And so if he didn't have a contract, did  
5 you have any understanding as to why there would be  
6 a right for the estate to come into court and demand  
7 that his name go back up on a building? Are you  
8 aware of any reason that the estate would have a  
9 right to do that?

10 MR. FREER: Objection. Leading.

11 THE COURT: Overruled.

12 THE WITNESS: No.

13 BY MR. JONES:

14 Q. Let me go back, Mr. Adelson. I haven't had  
15 an opportunity, and I know time is short, but I  
16 think it's important. I'm going to get a little bit  
17 of background about you because you haven't had a  
18 chance to tell this jury who you are other than a  
19 few questions that Mr. Freer asked at the beginning.

20 He asked you a bunch of questions about  
21 your wealth. And I don't think it's in dispute and  
22 I don't think anybody in the jury think that is you.  
23 You have been a very, very successful and blessed  
24 man. Let me ask you, can you tell this jury have  
25 you always been a wealthy man?

1 A. No.

2 Q. Could you give the jury a little bit of  
3 your history and where you came there so they will  
4 know like they knew about Milton Schwartz what your  
5 background is?

6 A. I came from a very poor family. We were so  
7 poor that the family of six, two parents, four  
8 children and a dog with 13 puppies slept in one  
9 bedroom. The four children slept on the floor. And  
10 we had to sell or give the puppies away because we  
11 couldn't afford to feed the puppies.

12 Q. Tell the jury where did you grow up?

13 A. I grew up in the section of Dorchester,  
14 section of Boston.

15 Q. Around Boston.

16 And how is it that you came to be as  
17 successful as you are? I don't want to get in this  
18 in a long way but I do want the jury to have a sense  
19 of what happened.

20 A. Well, I was always looking to achieve  
21 something in business. And I started off selling  
22 newspapers for somebody else when I was age 10 and  
23 at age 12 I bought and sold a couple newspaper  
24 corners starting off with \$200 that I had to borrow  
25 from a credit union.

1 Q. Okay.

2 A. And I bought a second corner. Then my  
3 parents made me sell it to pay attention to school.  
4 And then when I was 16, I did the same thing. I  
5 bought a chain of candy machines, candy vending  
6 machines for \$10,000. And I had to go back to the  
7 same credit union because I had good credit with  
8 them.

9 Q. Okay.

10 A. There were times, like later on in life  
11 during my first marriage, if I wanted to borrow  
12 \$10,000 from a bank, I had to pledge my wife, my  
13 house, my car, my children, and my doggies to borrow  
14 \$10,000. And I had financial setbacks in my life.  
15 And it's only in the last 20, 25 years that I --  
16 that I started to make money. My parents had  
17 nothing to give me. When they passed away, may they  
18 rest in peace, they didn't save as much as a hundred  
19 dollars.

20 Q. Thank you for that.

21 A. So my life from the time I was born, I was  
22 not a wealthy guy.

23 Q. So let me ask you about that. Do you have  
24 a philosophy for giving back for having been  
25 successful?



1 A. Oh, yes.

2 Q. Is the Adelson School the only thing that  
3 you and your wife have given to?

4 A. No.

5 Q. Can you give them just a little bit of an  
6 idea of what you have done to give back to because  
7 you have been so blessed with what you have been  
8 successful?

9 A. My wife is a specialist as a physician in  
10 chemical dependency. We all know that is drug  
11 addiction. And she developed a clinic here in  
12 Las Vegas in the year 2000 to take care of on a  
13 nondenominational basis drug addicts and then she  
14 took over -- she is the only drug abuse clinic  
15 treatment and research that has treated somebody  
16 under 18. It's the only one in the country. And we  
17 also set up a website to teach parents how to  
18 recognize drug addiction in children. We did a lot  
19 for the county. I set up a convention center which  
20 has now been torn down in 1990 when I built the sand  
21 expo and convention center, I set up one a couple  
22 years earlier in the -- on Desert Inn road next to  
23 the back of the Las Vegas Convention Center. We  
24 gave that building that was philanthropically. We  
25 gave that building to the county. My wife and I

1 just paid to establish a medical school in Israel.  
2 We paid to establish a school of entrepreneurship.  
3 We give a lot of money to Jewish causes. And my  
4 legacy is going to be my medical research foundation  
5 at which we support at our peak 200 scientists in 70  
6 different laboratories where we require the  
7 scientists to collaborate with each other and get  
8 the best of the best. We have now realized, I'm  
9 told, 24 findings, like medical findings, like for  
10 ovarian cancer we found a marker that never existed  
11 before. And we found that ovarian cancer was really  
12 fallopian tube cancer. That's a real finding. We  
13 found the gene pattern or the gene profile for the  
14 optic nerve. So we are very big in medical  
15 research.

16 Q. So let me, if I can --

17 A. I mean it would take me all day to talk  
18 about.

19 Q. I think that's good because I have limited  
20 time. So let me -- what I'm going to do is if we  
21 can, I would like to -- I'm going to put on the  
22 screen for you to look at quickly. If I get the  
23 binders out we will never get done. So is there a  
24 way to put that only on Mr. Adelson and the counsel  
25 and court's screen?

1 THE COURT: No.

2 MR. JONES: There is not a way to do that.  
3 That's the old system.

4 THE COURT: We will do it. We will pull  
5 them.

6 MR. JONES: I'm going to have to do it the  
7 old fashioned way, Your Honor.

8 THE COURT: Sure.

9 BY MR. JONES:

10 Q. Mr. Adelson I'm going to show you 538.  
11 First of all, I know you probably haven't seen all  
12 of these documents, but you are familiar with the  
13 gala? How often did the gala happen?

14 A. Every year.

15 Q. Does that look like a document related to  
16 what was then the Hebrew Academy?

17 A. That wasn't part of the school at that  
18 time.

19 Q. If you look at the second page, do you  
20 see -- I'm sorry, next page in --

21 MR. LEVEQUE: Did you say 578?

22 THE COURT: No, 38.

23 MR. LEVEQUE: Oh, 38.

24 BY MR. JONES:

25 Q. I need to look at page down at the bottom,

1 63, last two digits would be 6-3?

2 A. 63?

3 Q. Yes?

4 A. I don't have a 63 here.

5 MR. JONES: Your Honor, what?

6 THE COURT: I think we can just turn off  
7 the televisions. If we turn off the televisions  
8 they won't see anything.

9 MR. JONES: That would save us about 10  
10 minutes.

11 THE COURT: Ron can you turn off the  
12 monitors for the big TVs.

13 MR. JONES: While they are doing that.

14 BY MR. JONES:

15 Q. Mr. Adelson, I refer you to the top of the  
16 page that's numbered 403363, you will see there is a  
17 list of gifts?

18 MR. FREER: Randall you are in 538.

19 MR. JONES: 536.

20 THE WITNESS: Page 13 of the exhibit.

21 THE COURT: Turn off the scene, that will  
22 work.

23 BY MR. JONES:

24 Q. If you look at page at the bottom you were  
25 looking at the right page of that binder,

1 Mr. Adelson. Do you see that --

2 MR. JONES: Alan, have you got that page?

3 THE WITNESS: What page?

4 BY MR. JONES:

5 Q. Exhibit 563 the written page you have in  
6 front of you?

7 A. 536, not 63. It's AC 403363.

8 Q. Yes, that's the one I'm looking for: Does  
9 it refresh your memory that you had given a gift at  
10 the gala in 2001?

11 A. No.

12 Q. Do you know if you did give a gift in 2001?

13 A. It's listed here.

14 Q. It does say that?

15 A. Yeah.

16 Q. Do you have any reason to believe you  
17 didn't give a gift in 2001 to the Hebrew Academy?

18 A. No.

19 MR. JONES: Your Honor, I move for the  
20 admission of Exhibit 536.

21 THE COURT: Do you want the entire 536 or  
22 just that page?

23 MR. JONES: Just that page is fine.

24 THE CLERK: Page number again?

25 MR. JONES: AC 403363.

1 MR. FREER: 536A?

2 MR. JONES: Yes.

3 MR. FREER: No objection, Your Honor.

4 THE COURT: It will be admitted.

5 BY MR. JONES:

6 Q. If you look at -- if we could show  
7 Mr. Adelson Exhibit 213 -- I'm sorry, 598.

8 A. It's not in this book.

9 Q. Should put it up on the screen. I just  
10 want to make sure I get the right one. Could you  
11 show Mr. Adelson, Bates number 3575 on that  
12 document, Shane?

13 MR. LEVEQUE: 598?

14 THE COURT: 3575 would be the previous  
15 document, wouldn't it?

16 MR. LEVEQUE: Do you mean 597?

17 MR. JONES: Your Honor I'm going to move on  
18 to a different point because I got my documents  
19 screwed up. Apologize everyone.

20 BY MR. JONES:

21 Q. Mr. Adelson, does it refresh your  
22 recollection that in 2005, you made a donation of  
23 \$25 million to the Adelson -- or to the -- what was  
24 then the Milton I. Schwartz Hebrew Academy?

25 A. Could have been.

1 Q. And if you did make a donation on April 14  
2 of 2005, would that have been a part of your  
3 commitment that would relate to the naming rights?

4 A. Yes.

5 Q. Thank you.

6 So was it more than just \$3 million as you  
7 recalled that you gave before you got the naming  
8 rights?

9 A. Yes.

10 Q. You had given \$25 million in 2005, that  
11 certainly was well before you understand  
12 Mr. Schwartz died?

13 A. Yes.

14 MR. FREER: Objection. Leading.

15 THE COURT: Overruled.

16 THE WITNESS: He died in '07.

17 BY MR. JONES:

18 Q. That's correct. We talked a little bit  
19 about Mr. Schwartz and your relationship with  
20 Mr. Schwartz. Could you explain to the jury a  
21 little bit more what your relationship was with  
22 Mr. Schwartz and how you felt about him before he  
23 passed away?

24 A. It was social. He was very cordial and he  
25 was well known and well liked. And we had -- my

1 wife ask I went out to dinner with him and his wife.  
2 As a matter of fact, one -- his wife at the time was  
3 an employee of my company. She was a dealer and a  
4 casino supervisor, I believe.

5 Q. And so was the lawsuit that the school  
6 filed against the estate, it was intended to  
7 disrespect Mr. Schwartz's contribution?

8 A. No.

9 Q. You talked about this agreement that you  
10 understood -- the discussion that you had with  
11 Mr. Schwartz about leaving his name on the lower  
12 school. Did the lawsuit you filed have anything to  
13 do with that issue? I mean, when that lawsuit was  
14 filed, what was that lawsuit? Tell the jury what  
15 that was about.

16 A. He left only \$500,000 in his will to the  
17 school. And he committed to me and to the board  
18 that he was going to leave 2 and a half million.  
19 Now, there was subsequent amounts of money,  
20 subsequent need for cash, even until today.

21 Q. And do you have any recollection of exactly  
22 when the name came off that building, the lower  
23 school building, the Milton I. Schwartz name?

24 A. The H building I think it came off in 2010.

25 Q. 2010?



1           A.    It might have come off -- I'm told it was  
2 taken off earlier and then it was put back on.

3           Q.    That's an interesting question. We are  
4 going to look at that in a moment. But would Mr. --  
5 if Mr. Schiffman testified -- you have already  
6 testified he was the head of the school for --  
7 before Mr. Milton Schwartz died up to a couple years  
8 ago; is that right?

9           A.    Up to I think about three years ago.

10          Q.    Yeah. Would he know more about the details  
11 of what happened and exactly when they happened  
12 about at the school?

13          A.    Yes. He was the head of school. So he was  
14 the one that oversaw the preparation of documents  
15 and filing of documents, et cetera.

16          Q.    What is his job basically -- well, tell the  
17 jury what his job was.

18          A.    His job was the head of school, to appoint  
19 and oversee the principals. We had principals for  
20 the lower school, middle school, and high school.  
21 His job was to -- he was a consultant not northwest  
22 accreditation committee, school had to be  
23 accredited. He took care of the relationship  
24 between the school and the state.

25          Q.    Would it be true to then say he basically

1 ran the day to day operations of the school?

2 A. He ran the day to day operations of the  
3 school.

4 Q. Would he know more about --

5 A. He participated in the board meetings he  
6 would know more about the details than I would  
7 because he covered all that.

8 Q. Fair enough. So would he probably know  
9 better than you the date that the name came off of  
10 the lower school?

11 A. Probably.

12 Q. Let me show you since it was brought up by  
13 Mr. Freer was in the gala documents, it's part of  
14 Exhibit 149: And he showed you, if this will  
15 refresh your memory, don't want to waste too much  
16 time here, but this is the gala from 2007 honoring  
17 Milton Schwartz. Do you remember that?

18 A. Was that is from --

19 Q. This is a page out of there. You are  
20 looking at page -- should be page 61 out of that  
21 whole packet of things that you looked at about the  
22 gala from 2007, that's one page that Mr. Freer  
23 showed you earlier, do you recall that? We can put  
24 that on the screen because that's in evidence.

25 A. Yes.

1 THE COURT: Turn on the monitors.

2 BY MR. JONES:

3 Q. Now, Mr. Freer asked you some questions  
4 about this, so if we can move a down a little bit,  
5 these are -- can you go up a little bit? The  
6 picture of the school I want to look at. I don't  
7 know if you can see it here. Oh, you can't.

8 MR. JONES: You don't have the color copy,  
9 do you?

10 BY MR. JONES:

11 Q. This is from the 2007 gala, this would have  
12 been before Milton Schwartz passed away, right?

13 A. Oh, yeah.

14 Q. So if we can get the color copy up. I want  
15 to see if there is a name on that school. Can you  
16 pull up just that section.

17 Do you see a name there, Mr. Adelson?

18 A. No.

19 Q. Now, this was a document that Mr. Freer  
20 showed you that was shown as part of that gala, and  
21 yet does not appear to be Mr. Schwartz's name up on  
22 that building, does it?

23 A. No.

24 Q. If we could show Mr. Adelson a copy of --  
25 on the screen, Exhibit 213, if you could look on

1 your screen, Mr. Adelson?

2 THE COURT: Had to shut off that one.

3 MR. JONES: 213 any objection.

4 MR. FREER: I don't have any foundation on  
5 it in terms of time of production.

6 MR. JONES: December 6, 2007.

7 Is it in?

8 December 6, 2007.

9 THE WITNESS: Date of this is a board  
10 meeting December 13, 2007.

11 MR. FREER: No objection.

12 THE COURT: So there is two sets. And  
13 that's in?

14 MR. LEVEQUE: This exhibit isn't, but there  
15 is no objection.

16 THE COURT: There is no objection. Thank  
17 you. So that will be admitted. It's 213. It will  
18 be admitted.

19 MR. CARLSON: Exhibit 213.

20 THE COURT: It's admitted.

21 BY MR. JONES:

22 Q. Let's let the jury see Exhibit 213.

23 Mr. Adelson, I just want to talk about this briefly.

24 There has been discussion about the lower school.

25 This is December 6, 2007, board minutes.

1 Mr. Schwartz has passed away by now, but if you look  
2 at the next page, page 2, up at the top it will say  
3 calendar change. Due to construction of the Milton  
4 I. Schwartz Hebrew Academy it was decided and  
5 approved to extend the winter break three days.

6 Did you fund, you and your foundation and  
7 your wife Dr. Adelson fund any renovation of the  
8 lower school, the so-called elementary school?

9 A. Yes.

10 Q. Could you tell the --

11 A. That was included in the construction  
12 budget, and the operating budget.

13 Q. And do you remember --

14 A. We are still funding it to this day.

15 Q. Do you remember approximately how much was  
16 spent on renovating that lower school?

17 A. No.

18 Q. Do you know if it was --

19 A. If it was a third of the amount of money,  
20 it would have been about 25 million.

21 Q. So let me ask --

22 A. We redid the whole school. We took down --  
23 we built a gym, basketball court, an all purpose  
24 event center.

25 Q. So --

1           A.     In addition we took down the library and  
2     other things that connected the school.

3           Q.     Great.  So let me refer you now to  
4     Exhibit 43 which we have talked about a lit bit  
5     before.  These are the resolutions of the board on  
6     December 13, 2007.  We can bring that one up because  
7     that's in evidence.

8                     So let's look at this.  This is -- you will  
9     see the first resolution there, resolved that the  
10    corporation be amended in the following manner.  And  
11    goes on and talks about how they are going to amend  
12    the name of the corporation in perpetuity.

13                  Do you see that?

14           A.     Yes.

15           Q.     And talks about all of the things they are  
16    going to do, right?  It then goes on to say down at  
17    the very bottom that the corporation elementary  
18    school shall be named in honor of Milton Schwartz in  
19    perpetuity, do you see that?

20           A.     Yes.

21           Q.     Do you see in either of those any reference  
22    to a resolution authorizing a contract to be signed  
23    by the school for naming rights in either of those  
24    two paragraphs?

25           A.     No.

1 Q. So let's look at the next page?

2 A. That was -- there was a contract signed by  
3 the school for naming rights signed by Victor  
4 Chaltiel.

5 Q. We are going to get to that but you didn't  
6 see any reference to a resolution authorizing Victor  
7 Chaltiel to sign a contract for naming rights in  
8 either of those two paragraphs, did you?

9 A. No.

10 Q. Let's look at this page. See if you can,  
11 let's look at the first half first. Do you see  
12 anything in that -- in any of those paragraphs that  
13 authorizes the corporation or the president or  
14 chairman of the corporation to sign a contract for  
15 naming rights for you or Mr. Schwartz?

16 A. Sorry, I didn't -- I was reading. I didn't  
17 understand your question.

18 Q. Sure. I asked if you could take a look at  
19 those paragraphs and see if there is anything in  
20 there that says that Mr. Chaltiel who was the  
21 chairman of the board is authorized to sign a naming  
22 rights contract for either you or Mr. Schwartz?

23 A. No.

24 Q. Let's go to the rest of the page. Let's  
25 see if there is anything in those paragraphs that

1 talk about authorizing Mr. Chaltiel to sign a naming  
2 rights contract?

3 A. No.

4 Q. So let's go to the last page. Look at the  
5 top of the last page. What does the first  
6 resolution say, Mr. Adelson?

7 A. That Victor is authorized -- (sotto voce)  
8 and that Victor Chaltiel and each officer of the  
9 corporation are authorized in the name and on behalf  
10 of the corporation to do any and all such further  
11 acts and things (sotto voce) to be necessary.

12 Q. It says schools there?

13 A. Right.

14 Q. Plural. How many schools were there? How  
15 many were there going to be?

16 A. Three.

17 Q. And what were they?

18 A. The lower school, middle school, and high  
19 school.

20 Q. Have you ever seen a resolution that you  
21 can recall, regardless of anything else, authorizing  
22 the corporation through Mr. Chaltiel or anyone else  
23 to sign a naming rights contract for Mr. Schwartz?

24 A. No.

25 Q. So you have been involved with lots of



1 corporations over your lifetime, sir?

2 A. Yes.

3 Q. Are you aware of -- is it your  
4 understanding that a Corp. resolution by itself  
5 constitutes a contract with a third party?

6 A. No.

7 Q. Is there -- well, I will withdraw that.  
8 That answers my question, thank you, sir.

9 Let me show you what's been marked as  
10 Exhibit 50 joint exhibit. So this is a corporate  
11 resolution from March 11 of 2008. So this is about  
12 three months later than the resolutions we were  
13 looking at in December of 2007. And if you look,  
14 you will see it's very similar to the one from 2007  
15 in December. The first paragraph talks about being  
16 authorized on behalf of the corporation,  
17 Mr. Chaltiel to sign that amended grant letter  
18 agreement dated December 13, 2007, between  
19 corporation and the Adelson Family Charitable  
20 Foundation a copy of which is attached hereto as  
21 Exhibit A. And then goes on from there. Do you see  
22 that?

23 A. Yes.

24 Q. Let's go to the -- expand back out. Shane  
25 if you can do it for the jury and Mr. Adelson can

1 you compare that first page of Exhibit 50 with the  
2 first page of Exhibit 43.

3 Now, again, December 13, 2007, corporate  
4 resolution. And you will see that this first page  
5 of Exhibit 43 talks about naming rights for you.  
6 And it also references resolved that the elementary  
7 school shall be named in Mr. Schwartz in perpetuity.  
8 Do you see that?

9 A. Yes.

10 Q. But if you look over at Exhibit 50, which  
11 is a couple months later, you will see there is no  
12 reference at this point to naming anything for  
13 Mr. Schwartz. Do you see that?

14 A. That's correct.

15 Q. All right. Now do you know if -- if you  
16 recall and we can ask Mr. Schiffman or some of the  
17 other board members but do you recall if Exhibit 50,  
18 the one from March, supercedes or takes precedence  
19 over the earlier one? If you don't remember I  
20 understand that but do you remember anything about  
21 this?

22 A. Usually a resolution further in time,  
23 closer to currently.

24 MR. FREER: He is testifying as to legal  
25 conclusion.

1 THE WITNESS: Overruns previous  
2 resolutions.

3 THE COURT: His personal understanding.

4 MR. FREER: Lacks foundation as to this  
5 document.

6 THE COURT: So again as to his personal  
7 understanding of these such documents.

8 BY MR. JONES:

9 Q. That's your understanding based upon how  
10 many years of being involved with corporate  
11 resolutions?

12 A. 72.

13 Q. Thank you. All right. So let's go now to  
14 what is --

15 A. Wait a minute, more. I just turned 85. I  
16 started off at 12. 73.

17 Q. So let's go to Exhibit 44, which is the  
18 naming rights contract that Mr. Freer talked to you  
19 about. And if we look at this document, he talked  
20 to you about if there is any reference to the  
21 elementary school, the words elementary school. And  
22 I believe you testified you didn't see the word  
23 elementary school in this document. But it does  
24 say, if you look at paragraph 2, you can highlight  
25 that for us, Shane. And it says including the

1 construction of the middle school, classroom  
2 buildings and high school classroom buildings and  
3 for certain specified operational expenses. Let's  
4 go to the next paragraph, Paragraph 3?

5 MR. FREER: Was there a question pending.

6 MR. JONES: I got ahead of myself Your  
7 Honor so I withdraw that statement.

8 BY MR. JONES:

9 Q. You see Paragraph 3 it says the corporation  
10 agrees that the corporation, the campus, the high  
11 school, the middle school and the classroom  
12 buildings themselves will be named in perpetuity in  
13 honor of Dr. Miriam Adelson and Sheldon G. Adelson  
14 with exact names to be as specified by AFCF. Do you  
15 see that?

16 A. Yes.

17 Q. What buildings contained classrooms?

18 A. All of the buildings.

19 Q. Did that include the elementary school?

20 A. That included the elementary school, the  
21 middle school and the high school.

22 Q. Let's look at the last page of that  
23 document. Again, I apologize to everybody and  
24 Mr. Adelson and the court. I'm rushing here because  
25 I know everyone wanted to get out of here today but

1 I want my opportunity to speak to Mr. Adelson. I  
2 appreciate everybody's patients. This last page  
3 says if this letter correctly sets forth the  
4 corporation's understanding of the terms of this  
5 grant, please counter sign and return the attached  
6 copy of this letter to me. This is agreement may be  
7 executed in two or more counterparts, each of which  
8 will be deemed an original but all of which together  
9 will constitute one and the same instrument.

10 Do you see that?

11 A. Yes.

12 Q. Have you ever had a situation in business  
13 where you had two different copies, one signed --  
14 the same document signed by one party and then the  
15 other, another document signed by the other party?

16 A. All the time.

17 Q. And that's your experience?

18 A. It's normal and usual.

19 Q. So in this case whose signature do you  
20 recognize that signature?

21 A. That's Victor.

22 Q. And again is it your understanding this  
23 constitutes the enforceable written, signed naming  
24 rights agreement you had with the school?

25 A. Yes.

1 Q. If we could look, show Mr. Adelson -- Shane  
2 do you have to turn off the screen first?

3 Let me jump ahead Mr. Adelson. We talked  
4 about there was another gift that I believe you  
5 testified to, that 50,000,000 gift.

6 Were your agreements -- well, was it  
7 important to you to have your agreement in writing,  
8 a contract in writing for naming rights?

9 A. Yes.

10 Q. Did you believe that Mr. Schwartz, based on  
11 your experience with him, was a sophisticated  
12 businessman based on your experience and dealings  
13 with him?

14 A. It all depends how you define  
15 "sophisticated."

16 Q. Let me put it another way.

17 A. He was a good businessman.

18 Q. Fair enough.

19 A. He was -- he told me once he had 2,500  
20 taxis not only in Las Vegas but in other cities  
21 combined. That's a hell of a business.

22 Q. There came a time in Mr. Freer, counsel for  
23 the estate, showed you some documents about a letter  
24 from Mr. Jonathan Schwartz in 2010, do you remember  
25 that?

1 A. (No audible answer.)

2 Q. And --

3 A. I don't think he showed it to me.

4 Q. You are aware --

5 A. He asked about it, yeah.

6 Q. Again because of the time I'm not going to  
7 waste your time in trying to pull that up.

8 A. Okay.

9 Q. But did you become aware at some point in  
10 time that Jonathan Schwartz was demanding an  
11 agreement be signed by the board for naming rights  
12 for his father?

13 A. Yes.

14 Q. And do you have any reason -- do you know  
15 why, if Mr. Milton Schwartz had -- already had an  
16 enforceable naming rights agreement, do you know why  
17 his son would want the school to sign another one?

18 A. No.

19 MR. FREER: Objection. Calls for  
20 speculation.

21 THE COURT: Sustained.

22 BY MR. JONES:

23 Q. Along those lines, would it be true, did  
24 you ever have a conversation with Jonathan Schwartz  
25 where you told him if he didn't pay more money

1 interest from his dad's estate that you were going  
2 to take his dad's name off the school? Did you ever  
3 tell him anything like that?

4 A. I don't recall that.

5 Q. Does that sound like something you would  
6 have said?

7 A. No.

8 Q. If you believed that Milton Schwartz had a  
9 perpetual naming rights agreement that covered  
10 virtually everything up on that property up on  
11 Hillpointe, the land, the building, all the  
12 buildings, the letterhead, the signage out front,  
13 would you have donated the -- up to the point you  
14 got the naming rights I think we have seen about  
15 \$28 million or so, 25, plus three that's in the  
16 agreement, would you have and your wife have donated  
17 that money if you understood that Milton Schwartz  
18 had a naming rights agreement to cover all of these  
19 things?

20 MR. FREER: Objection. Calls for  
21 speculation.

22 THE COURT: Overruled.

23 BY MR. JONES:

24 Q. I'm sorry?

25 A. Never.



1 MR. JONES: Your Honor I appreciate your  
2 patients.

3 THE COURT: No problem.

4 MR. JONES: I had quite a bit more but I  
5 understand that I'm limited with time.

6 THE COURT: Well, we expected it.  
7 Everybody understood. We understand. We expected  
8 it.

9 BY MR. JONES:

10 Q. Just to try to clean up a few things,  
11 Mr. Adelson, before I finish.

12 Mr. Freer asked you some questions about  
13 starting the plans for the school. I think you said  
14 up couldn't remember exactly, but when the plans  
15 were being put together for the new buildings, what  
16 were the plans with respect to the middle school?  
17 Were the plans that the middle school was going to  
18 stay in the old building?

19 A. No.

20 Q. Could you tell the jury what the plan was?

21 A. The plan was to build a brand-new middle  
22 school building connected to the high school.

23 Q. Is that --

24 A. There is a high school building and -- with  
25 labs and everything. And there was going to be a

1 middle school. The middle school was not going to  
2 be conducted in the older H-shaped building any  
3 further.

4 Q. Is that -- what happened? What is the  
5 situation?

6 A. That's what we did.

7 Q. Is there?

8 A. It's obvious in the picture.

9 Q. Did Milton Schwartz contribute anything to  
10 the building that the middle school is now housed  
11 in?

12 A. Milton Schwartz, to the best of my  
13 knowledge, contributed a maximum of \$500,000 back in  
14 the '80s or '90s never, to the extent of my  
15 knowledge, contributed another dollar.

16 Q. Do you know when you were doing the plans  
17 for the new buildings, that was well before Milton  
18 died, correct?

19 A. Yes.

20 Q. And so Milton Schwartz was on the board,  
21 right?

22 A. Yes.

23 Q. Weren't those plans ever shown to the  
24 board?

25 A. Sure.

1 Q. Do you sister personal knowledge if Milton  
2 had a chance to look at those plans to see what was  
3 contemplated to be built?

4 A. I consulted with the board of trustees. I  
5 was doing it since -- you can say I'm a builder. I  
6 do the concept first, and then I do the, what you do  
7 you call it, the -- there are three phases of  
8 construction. The first is laying the building out.  
9 The second is design/development and the third is  
10 construction drawings. I forget what you call the  
11 first phase. I certainly would have shown that  
12 first phase to the board to tell them what's going  
13 to be built.

14 Q. So Mr. Freer showed you Exhibit 802 did  
15 again because of the lateness of the hour I'm not  
16 going to put it up there, but those meeting minutes  
17 he showed you showed a groundbreaking on November 21  
18 of 2006. Does that sound about right?

19 A. If you tell me that's when it was, that's  
20 when it was.

21 Q. Have you been involved in a little bit of  
22 construction of buildings in your life?

23 A. Quite a bit.

24 Q. So you are familiar with the process?

25 A. Quite.

1 Q. So can you --

2 A. I still -- I still do that in my company,  
3 I'm still involved with what we call development.  
4 So I work with the architects and interior designers  
5 and layout the buildings.

6 Q. In building a school like the Adelson  
7 Campus, all of the new buildings, can you started  
8 groundbreaking before you actually have the plans  
9 put together?

10 A. No -- well, you can, but it's not  
11 appropriate.

12 Q. Do you know, in the case of the Adelson  
13 Campus, do you know whether or not the plans were  
14 finished before the groundbreaking occurred in that  
15 school?

16 A. All the construction plans, they were at  
17 least up to probably phase 2, design development  
18 phase.

19 Q. Would that have shown where the middle  
20 school was going to be built?

21 A. Of course.

22 Q. Would Milton Schwartz -- he died in August  
23 of 2007, so if the groundbreaking is in November  
24 of 2006, can you say as you sit here can you tell  
25 this jury that you have, based on your experience

1 that Milton Schwartz would have seen those plans and  
2 seen that the middle school was going in the new  
3 building?

4 MR. FREER: Objection lack of foundation  
5 calls for speculation.

6 THE COURT: Overruled.

7 THE WITNESS: Of course would have.

8 BY MR. JONES:

9 Q. Did Mr. Milton Schwartz ever raise to you  
10 at that time after he saw those plans an objection  
11 to the new buildings being called the Dr. Miriam and  
12 Sheldon G. Adelson middle school?

13 A. Never.

14 MR. FREER: Objection. Assumes facts not  
15 in evidence.

16 THE COURT: Well, that is true.

17 MR. JONES: I'm sorry Your Honor.

18 THE COURT: That is true I don't think we  
19 ever talked about the name of the middle school.

20 MR. JONES: Actually Your Honor Mr. Freer  
21 brought that up and showed on the contract that the  
22 middle school was supposed to -- according to them  
23 and that's been the testimony in this case the  
24 middle school was supposed to be still referred to  
25 as the Milton Schwartz middle school that's what

1 Mr. Jonathan Schwartz testified to.

2 MR. FREER: Not prior to Mr. Schwartz's  
3 death.

4 THE WITNESS: I built it and paid for it.  
5 Why should I name it for somebody else?

6 MR. JONES: I will move on, Your Honor.

7 THE WITNESS: I designed it, built it and  
8 paid for it.

9 BY MR. JONES:

10 Q. Thank you, Mr. Adelson.

11 MR. JONES: Mr. Adelson, thank you for your  
12 patients and ladies and gentlemen thank you for your  
13 patients. Because of the lateness of the hour, Your  
14 Honor, I would pass the witness, but I would again  
15 ask that we honor the commitment that had been made  
16 earlier about getting equal time.

17 THE COURT: So brief redirect and we will  
18 see if the jury has any questions.

19 EXAMINATION

20 BY MR. FREER:

21 Q. While we are setting up, Mr. Adelson, you  
22 testified that you donated \$25 million in April  
23 of 2005; is that correct?

24 A. I don't recall the date, but I believe we  
25 donated at one time 25 million.

1 Q. In April --

2 A. To get the construction going.

3 Q. In April 2005, was that a pledge or a  
4 donation?

5 A. We normally donate very quickly, if not  
6 immediately at the time we make a pledge.

7 Q. So if a donation occurred in --

8 A. Unless there was a condition for building,  
9 we might have said that we will pledge X dollars and  
10 we will give every three months some portion of the  
11 X until it was completely paid.

12 Q. So if you made a donation in 2005, you  
13 would expect to see that in the records of the  
14 school?

15 A. Should have been.

16 Q. And do you remember Exhibit 44, the naming  
17 rights agreement that we talked about?

18 A. Yes.

19 Q. With the 3 million. There was no reference  
20 of that 25 million in that agreement, correct?

21 A. I think that was concluded before the 25  
22 million was given. That could have been for an  
23 operating deficit. School never made any money.  
24 Money was accumulated as deficit.

25 Q. So your testimony is the 25 million was

1 paid after the naming rights agreement was entered?

2 A. Was ended?

3 Q. Entered.

4 A. I don't know the dates. The documents  
5 speak for themselves.

6 Q. Now, you testified that Milton never  
7 contributed another dollar after that 500,000; is  
8 that correct?

9 A. Yes, that's true.

10 Q. Pull up 536A. Now that same --

11 MR. JONES: Is that in evidence?

12 MR. FREER: Yes.

13 MR. JONES: Thank you.

14 BY MR. FREER:

15 Q. You see down there Milton I. Schwartz?

16 A. I do. I don't remember the gifts, nor did  
17 I say that it said we gave a gift of 50,000 and  
18 above, I don't recall, nor did I include that 50,000  
19 in any of the money that we gave. That's a usual  
20 gala gift is separate from a capital campaign  
21 meaning money to build a building, the capital to  
22 build a building.

23 Q. So when you say --

24 A. I'm sorry if I made a mistake. And I  
25 didn't look at that. If he gave 50,000, he gave



1 auto thousand.

2 Q. So the documents will show what amounts he  
3 gave, correct?

4 A. I can have the school complete -- calculate  
5 all of the gifts to galas that he might have given.  
6 They had other fundraising events like the 1800 club  
7 to give 1800. He might have contributed to that.  
8 I'm sorry, I don't want to be misleading saying he  
9 didn't give a single dollar. I wasn't including  
10 gifts and other cap -- and other fundraising  
11 campaigns.

12 Q. So prior to your involvement in 2003, you  
13 are unaware of what involvement Milton Schwartz had,  
14 correct?

15 A. I'm sorry?

16 Q. Prior to you coming on the board in 2003,  
17 you testified that you have no understanding or  
18 knowledge as to what occurred prior to that,  
19 correct?

20 A. That's correct.

21 Q. And you testified that the school always  
22 operated at a deficit, correct?

23 A. I was told that.

24 Q. All right.

25 A. And I see that since then.

1 Q. All right. But the school operated for 16  
2 years prior to your involvement in 2003, correct?

3 A. I don't know how many years. '03. 16.  
4 '87.

5 Q. Correct.

6 A. I don't know. It was in the '80s sometime.  
7 They had to borrow a million 8 that's why he was  
8 signed on the loan.

9 Q. Now, you recall your alleged agreement with  
10 Mr. Schwartz for 2.5 million, correct?

11 A. Yes.

12 Q. That wasn't referenced in the petition  
13 filed by the school, though, was it?

14 A. Referenced in the petition?

15 Q. In filing this petition, the school has not  
16 made an assertion that Mr. Schwartz failed to pay  
17 2.5 million, correct?

18 A. I don't know about a petition.

19 Q. Let's pull up Exhibit 213. I will call  
20 your attention to page 8. Now, if you remember,  
21 Mr. Adelson, this is the series of minutes from  
22 December of 2007 that Mr. Jones talked to you about  
23 and there in that you also see a proposed calendar.  
24 That's the Milton I. Schwartz Hebrew Academy logo,  
25 correct?

1 A. That's correct.

2 Q. And that's the Adelson School logo,  
3 correct?

4 A. Yes.

5 Q. And it shows that they are both coexisting  
6 there, correct?

7 A. Yes.

8 Q. That's after Milton died, right?

9 A. That looks like -- that looks like  
10 letterhead. I don't see an address or a phone  
11 number, but if you put the logos on the top, maybe  
12 the phone number and address is at the bottom of the  
13 page.

14 Q. Mr. Jones showed you exhibit 43. We will  
15 pull that up real quick. If you recall this was the  
16 resolution entered December 13, 2007?

17 A. Yes.

18 Q. I will call your attention to the next page  
19 on page 2, it's the third "Resolved" down?

20 A. Yes, we went through that in detail.

21 Q. Go to the third "resolved" down. You will  
22 see there that the corporation resolved to borrow  
23 the sum of 1.8 million?

24 A. Yes.

25 Q. From Bank of Nevada?

1 A. Yes.

2 Q. And the sum 1.8 million is what's  
3 referenced in the petition that we talked about  
4 earlier by the school; is that correct?

5 A. I don't know what the petition says.

6 Q. But you will agree that this resolution --

7 A. I will agree that that would have been --  
8 that might have been referenced.

9 Q. So you agree that this 1.8 million that the  
10 school board is resolving to borrow \$1.8 million in  
11 December of 2007 after Milton died, correct?

12 A. That was a renewal of a loan. The loan was  
13 a million \$1,810,000 that was borrowed during  
14 Milton's time. He is a signatory to that. He  
15 couldn't have been a signatory after he died. It  
16 was a renewal of a loan.

17 Q. The word "renewal" doesn't appear in that  
18 paragraph, does it?

19 A. Doesn't have to appear.

20 Q. Turn to Exhibit 50, please. You know, if  
21 you remember, Mr. Jones was talking to you about the  
22 difference between the March 12, 2007, resolution  
23 and the March 11, 2008 resolution. Do you recall  
24 that testimony?

25 A. Yes.

1 Q. And you believe you testified that it  
2 superseded the prior resolution; is that correct?

3 A. Resolutions by a board or authority super  
4 side prior resolutions if it's of the same subject.

5 Q. There is no language in the March 11  
6 resolution that revokes the December 13th  
7 resolution, is there?

8 A. Whoever wrote that, it would speak for  
9 itself. If it's different than the previous one, it  
10 supersedes it.

11 Q. And you testified that the language  
12 supercedes. If the language of a later resolution  
13 is different from an earlier resolution, it  
14 supersedes it, correct?

15 A. Usually does.

16 Q. And there is no language in the March 11,  
17 2008 resolution about the elementary school,  
18 correct? It's silent?

19 A. I will have to look at it again to answer  
20 that question.

21 Q. I will call your attention to --

22 A. And I'm the world's slowest reader.

23 Q. I call your attention to proposed  
24 Exhibit 932?

25 MR. FREER: Is that proposed.

1 MR. LEVEQUE: Proposed.

2 MR. FREER: Randall do you want me to take  
3 the time for me to show it to him.

4 MR. JONES: No.

5 MR. FREER: Your Honor move to admit 932.

6 THE COURT: 932 is admitted.

7 BY MR. FREER:

8 Q. Now if you will take a look at the language  
9 on the first "resolved."

10 A. Which one?

11 Q. On the February 12, 2008. This is  
12 Exhibit 932. So you will see there that it says,  
13 this first resolution of the board meeting dated  
14 2013 be amended and restated as follows. Do you see  
15 that?

16 A. Yes.

17 Q. If you go down to the end of 932, you will  
18 see that there are no signatures there, correct?

19 A. Not on that major.

20 Q. And I will represent to you that there  
21 aren't signatures anywhere on that February 2008  
22 resolution. So you have an unsigned February 12,  
23 2008, resolution that contains language that amends.  
24 And that's not there in the March 11, 2008, correct?

25 A. I would have to match it word for word.

1 Can you tell me what the difference is? Otherwise I  
2 will have to --

3 Q. The easiest difference is it's missing that  
4 first resolved, correct?

5 A. What do you mean missing the first  
6 resolved?

7 Q. You testified that the March 11 superseded  
8 the December 13, correct?

9 A. Usually resolutions of a future date  
10 supersede resolutions of the same subject of a prior  
11 date. It says that the first resolution of the  
12 board meeting dated December 13, 2007, be amended  
13 and restated as follows.

14 Q. Correct?

15 A. So it says it there.

16 Q. That's the unsigned February version,  
17 correct?

18 A. Somebody could have gotten an unsigned  
19 version.

20 Q. Wouldn't it make sense that if you wanted  
21 to amend the December 13 in the March 1 you would  
22 have included the language that was in the  
23 February 1?

24 MR. JONES: Object to the form. Object  
25 calls for speculation, Your Honor.

1 THE COURT: It does. So to the extent he  
2 can answer. I think he said this was what  
3 Mr. Schiffman did.

4 THE WITNESS: I'm not the lawyer. I wasn't  
5 involved in drafting resolutions.

6 BY MR. FREER:

7 Q. Okay.

8 A. A lawyer was involved. Whoever the lawyer  
9 was at that time.

10 Q. Mr. Jones questioned you, you stated that  
11 you never told Jonathan that if he didn't pay more  
12 money you would take the name of the school off,  
13 correct?

14 A. I don't recall that.

15 Q. But that's exactly what the school board  
16 did, correct?

17 A. Exactly what the school board did? That  
18 was February March '08, two and a half years later.

19 Q. My question was you stated that you never  
20 had a conversation with Jonathan where you told him  
21 you wanted more money from the school?

22 A. I said I didn't recall.

23 Q. Okay.

24 A. And it's not something that I would  
25 normally do.



1 Q. But you previously testified when I  
2 examined you that the school board did in fact  
3 remove the name from the school because he did not  
4 pay additional money?

5 A. No, you asked when we removed the name of  
6 the school and why we did because there wasn't money  
7 left in his will to make up for his verbal  
8 commitment to me and to the board that he was going  
9 to -- he was going to pay 2 and a half million  
10 dollars.

11 MR. FREER: No more questions Your Honor.

12 THE COURT: Thank you very much. Mr. Jones  
13 anything.

14 MR. JONES: I only one question with  
15 respect to the March 11, 2008, resolution,  
16 Exhibit 50.

17 EXAMINATION

18 BY MR. JONES:

19 Q. Did you and your wife and the foundation  
20 need anything more than a resolution authorizing the  
21 president or the chairman of the board of the  
22 corporation to sign the naming rights agreement that  
23 we -- the jury has seen?

24 A. To finalize the legality of the naming  
25 rights agreement, we needed the board to approve it.

1 And we needed a signature of the chairman of the  
2 board to validate that the board had approved it.

3 Q. And all of the terms, your understanding,  
4 the terms and conditions of your naming rights  
5 agreement are contained in that December 13, 2007,  
6 agreement, the contract, that's where the terms are  
7 found?

8 A. I don't know. It was the ladder. It was a  
9 combination of both naming rights, both naming  
10 rights agreement. The \$3 million and the subsequent  
11 one for 50 million.

12 MR. JONES: Fair enough. I have no further  
13 questions.

14 THE COURT: Ladies and gentlemen, as you  
15 know, you have the opportunity once the witness has  
16 finished at the testifying to ask questions of a  
17 witness should be wish to do so you have the  
18 opportunity to ask those questions of Mr. Adelson  
19 because this is it.

20 (Bench conference.)

21 THE COURT: As you know Mr. Adelson, in  
22 Nevada, jurors can ask questions of witnesses. I  
23 have three questions for you. The first is from  
24 Sarah Langlois, seat nine. Her question is:  
25 Mr. Adelson, how did you become involved with MISHA,

1 M-I-S-H-A, the Milton I. Schwartz Hebrew Academy?

2 THE WITNESS: Milton -- I don't know who  
3 I'm supposed to answer to. Is that seat number  
4 nine? I don't know which seat is what. Because, as  
5 I said earlier, Milton Schwartz asked me to join the  
6 board of directors, and my children were going  
7 there.

8 THE COURT: We have a question from Juror  
9 No. 2. Her question is: Did you pay off the  
10 \$1.8 million loan that Mr. Schwartz was on with your  
11 contribution, or did it have to be renewed in order  
12 to be paid off since Mr. Schwartz had passed?

13 Do you need to hear that again?

14 THE WITNESS: Did I pay off the million 8?

15 THE COURT: Yes.

16 THE WITNESS: Yes, I paid off the million 8  
17 because it was outstanding. It represented a  
18 mortgage on the building. We were going to put in a  
19 much bigger mortgage, 45 million on the building, so  
20 I had to get rid of that. I had to pay that off.  
21 What was the background of that question?

22 THE COURT: I will read it again. I think  
23 you answered the whole thing. Did you pay off the  
24 \$1.8 million loan that Mr. Schwartz was on with your  
25 contribution or did it have to be renewed in order

1 to be paid off since Mr. Schwartz had passed?

2 THE WITNESS: No, no. The passing of a  
3 signatory is not -- if the loan was due from the  
4 school at a certain date, the fact that he was on  
5 the loan could have been a change of material change  
6 in the circumstances for the condition of the  
7 school. So it may had to be renewed to keep the  
8 loan going. It might have to -- might have had to  
9 be renewed because it expired or because  
10 Mr. Schwartz who was a signatory, was a material  
11 event that occurred in the school and had to be  
12 redone. I don't know what the -- what the reason  
13 was for. I don't know for sure. I'm just  
14 speculating.

15 THE COURT: Thank you Mr. Adelson. The  
16 final question is from juror 8, Mr. Adelson, besides  
17 donating money to the school how else have you  
18 contributed to the school? In other words, you have  
19 personally volunteered time, how many hours?

20 THE WITNESS: We have contributed to the  
21 school by recruiting some well known names for the  
22 honoree for the school. And I met frequently with  
23 Paul. He was -- turn out to be a very good friend.  
24 And we talked about different things at the school.  
25 We talked about some of the principals, who was

1 doing what. And I wasn't -- I have my primary  
2 business to run. At that time I was running it.  
3 And so I didn't have too much time. But we did do  
4 some miscellaneous things at the school, not on a  
5 full-time basis, from time to time. And we were  
6 socially friendly with Paul and his wife, sandy, so  
7 we met with them at dinner frequently.

8 THE COURT: Also you mentioned you were on  
9 the board?

10 THE WITNESS: I was on the board. At the  
11 beginning, I didn't attend too many meetings, but  
12 after that, I attended -- I got -- I got pushed by  
13 Victor to attend the meetings. And so I did. And I  
14 tried to contribute to whatever I could in the  
15 school.

16 THE COURT: Mr. Freer, follow up.

17 EXAMINATION

18 BY MR. FREER:

19 Q. When you referenced Paul for the record,  
20 that's Paul Schiffman?

21 A. Yes.

22 THE COURT: And Mr. Jones.

23 MR. JONES: Yes Your Honor.

24 EXAMINATION

25 BY MR. JONES:

1 Q. Just real quickly about the loan. Again I  
2 take it you don't know for sure if it was renewed or  
3 not, but eventually was that loan paid off with  
4 money from the Adelson foundation?

5 A. Yes.

6 Q. So --

7 A. They would not have dismissed the loan  
8 because Milton died. They would not have declared  
9 it to be paid. It had to be paid.

10 Q. Right. Okay and then just in terms of  
11 volunteering time, you don't get paid for being on  
12 the board, do you?

13 A. No.

14 Q. Can you tell the jury about how much time  
15 just being on the board alone how often do you meet  
16 and those kind of things?

17 A. Once a month.

18 Q. And who runs that meeting? In other words,  
19 who is the chairman?

20 A. I'm the chairman of the meeting. I run the  
21 meeting. Of course everybody doesn't pay attention  
22 but I try to run the meeting.

23 MR. JONES: Thank you I have nothing  
24 further thank you Your Honor.

25 THE COURT: Lady and gentlemen we

1 appreciate your time and staying late today to get  
2 this witness completed we are going to start  
3 tomorrow at 1 and tomorrow we have a witness you  
4 will recall again Mr. Schiffman who you have heard  
5 about today who is traveling from out of town. He  
6 doesn't live here anymore and he will be here just  
7 for tomorrow afternoon so again be prepared.  
8 Hopefully it will be about the same amount of time.  
9 So overnight I'm going to admonish you again.

10 During this recess, you are admonished not  
11 to talk or converse among yourselves or with anyone  
12 else on any subject connected with this trial; or  
13 read, watch or listen to any report of or commentary  
14 on the trial or any person connected with this trial  
15 by any medium of information, including, without  
16 limitation, to newspapers, television, the internet  
17 and radio; or form or express any opinion on any  
18 subject connected with the trial until the case is  
19 finally submitted to you. In recess until 1:00 p.m.  
20 thank you very much for staying late. We really  
21 appreciate your time.

22 Do you want the bench conference.

23 MR. LEVEQUE: No, I have made my record.

24 THE WITNESS: Thank you Your Honor.

25 THE COURT: Thanks for staying late.

1 MR. JONES: May I have two minutes to talk  
2 to Mr. Adelson before he leaves?

3 THE COURT: Absolutely. We will be  
4 waiting.

5 (Off the record.)

6 THE COURT: In preparation for today, I  
7 will try to get in here a few minutes earlier so we  
8 don't lose half an hour with something beforehand.  
9 So do you want to be able to get in -- I think Shane  
10 usually comes in a little early.

11 MR. JONES: 1245.

12 THE COURT: Perfect.

13 MR. JONES: My only comment Your Honor is I  
14 understand that same thighs with counsel wanting to  
15 get his questions in. I ended up with probably less  
16 than a third of the time. I didn't understand that  
17 to be the deal, but be that as it may, and I know he  
18 was probably shortening up some of his stuff too. I  
19 think we both felt the pain, but with respect to  
20 Mr. Schiffman, and Mr. Adelson is the representative  
21 of my client so that's different. Mr. Schiffman is  
22 here on his own accord and he came here with the  
23 express understanding that he is leaving as you  
24 know.

25 THE COURT: Right.



1 MR. JONES: So since I don't control him, I  
2 got him to come basically as an accommodation to  
3 both sides. I'm going to ask that I be allowed the  
4 full amount of time.

5 THE COURT: We will split two hours each.

6 MR. JONES: If they run over I'm going to  
7 have objections.

8 THE COURT: We had a little bit -- some  
9 issues here Mr. Adelson, due to his age, we weren't  
10 really interrupting him much. He has stories to  
11 tell. So Mr. Schiffman hopefully will be a little  
12 more responsive.

13 MR. LEVEQUE: You can go first.

14 MR. JONES: I have not gone first. I don't  
15 want to have to go first now. I think it throws it  
16 off.

17 MR. LEVEQUE: We are taking him out of  
18 order based on accommodations.

19 MR. JONES: Again I think the way we set up  
20 the trial that's the way we are going to do you all  
21 wanted him here. I wanted him here. So I think --

22 THE COURT: We will keep an eye on the  
23 time. I'm not going to anticipate anything I don't  
24 know Mr. Schiffman. I have no idea. I would  
25 venture to guess that we will get a little bit more

1 like directly responsive answers. Mr. Adelson has  
2 stories and he tells his stories. We watched the  
3 videos of Milt, Milt told stories. These guys are  
4 85 years old. So, you know, I didn't really want to  
5 interrupt him. We did try very patiently a couple  
6 times to explain to him. It was much better after  
7 Mr. Jones had a chance to talk to him during the  
8 break and Mr. Freer got really focused questions to  
9 him. He still wanted to tell stories but we were a  
10 little bit better able to cut him off.

11 MR. LEVEQUE: I agree Your Honor and I  
12 think Mr. Schiffman is going to be faster. If I'm  
13 going first I would just like everyone to be on the  
14 same page here that Mr. Jones's cross is going to be  
15 limited to my direct examination.

16 THE COURT: No, I don't think so. No the  
17 whole purpose is to not bring him back.

18 MR. LEVEQUE: Mr. Jones is getting the  
19 benefit of leading questions on cross-examination.  
20 So if --

21 THE COURT: If he is going to ask a leading  
22 question it has to be simply related to yours.

23 MR. LEVEQUE: Yes.

24 THE COURT: But otherwise he will do his  
25 own direct.

1 MR. LEVEQUE: Okay. Wanted to make sure.

2 THE COURT: Your question needs to be  
3 specifically something related.

4 MR. JONES: Fair enough. One other thing  
5 and again try to be fair to both sides, I think we  
6 should try to reach an accommodation because I'm  
7 sure that Mr. LeVeque would want some recross. I  
8 don't know if you -- actually I don't think you call  
9 it recross. It's necessarily cross-examination  
10 whatever it is. He is going to want some time and  
11 I'm going to want some time to follow up so I think  
12 we ought to try to have a deal where we split up our  
13 two hours and leave each other some time like we do  
14 in a Supreme Court argument; we leave some time for  
15 rebuttal so that both side can accommodate.

16 THE COURT: We only wasn't half hour over  
17 which I was surprised I thought we would be here  
18 until 6:30 or 7. It was much better. It was much  
19 better. And so that's a good suggestion. I will  
20 try to give you 15 minutes before and just in case  
21 don't want another situation like this. It really  
22 shouldn't happen.

23 MR. LEVEQUE: I think we will be done  
24 before five with Schiffman I really do.

25 MR. JONES: Then we are worrying

1 unnecessarily. Maybe I'm worrying unnecessarily. I  
2 don't want to be caught where I don't get the same  
3 opportunity.

4 THE COURT: Because this is both for each  
5 of you direct and cross examination on your separate  
6 respective positions, you know, it's not  
7 inappropriate to try to have more balanced time. I  
8 have never had Mr. Adelson testify now I will know.

9 MR. LEVEQUE: I had one deposition, and  
10 that was about like that.

11 THE COURT: 85 years old. I should have  
12 expected it because I deal with a lot of people of  
13 this age, but it is what it is.

14 MR. JONES: Thank you, Your Honor.

15 THE COURT: Thank you, gentlemen. I will  
16 get in 15 minutes earlier if I can. See you  
17 tomorrow.

18 (Off the record.)  
19  
20  
21  
22  
23  
24  
25

# EXHIBIT 5

**In the Matter Of:**  
**Schwartz vs Adelson Educational Institute**

**TRIAL TRANSCRIPT**

*August 29, 2018*

003699

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ROUGH DRAFT TRANSCRIPT

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REALTIME AND INTERACTIVE REALTIME TRANSCRIPT  
ROUGH DRAFT DISCLAIMER

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18 Court Reporter's Name:

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1 THE COURT: I thought that this was mostly  
2 about the video.

3 MR. LEVEQUE: I think the issue is my  
4 client wants to reserve his rights. We don't want  
5 to waive that right because she wants to sit in  
6 here. She can talk to Mr. Schiffman after.

7 THE COURT: The question that's --  
8 Mr. Jones raised, though, was -- I appreciate that  
9 the petitioner may think that there might be some  
10 potential need to call her, but their point is she  
11 is not under subpoena. Most of the people who came  
12 are coming as far as I know voluntarily.

13 MR. LEVEQUE: He is asking for an advisory  
14 ruling of the court. It's not really an issue yet.

15 THE COURT: Right. But his point is you  
16 have served people she has not been served. So she  
17 is not under subpoena. What am I ruling on  
18 excluding her for?

19 MR. LEVEQUE: We haven't asked to call  
20 Dr. Adelson yet, Your Honor so the issue has not  
21 arrived. It would just be advisory at this point.

22 THE COURT: I will try one more time. You  
23 haven't got her under subpoena to testify in this  
24 trial, so what am I excluding her for?

25 MR. LEVEQUE: I guess we theoretically

1 could.

2 THE COURT: I'm going to ask one more time.  
3 You don't have --

4 MR. LEVEQUE: We presently don't have her  
5 under subpoena.

6 THE COURT: She is not presently under  
7 subpoena, so she can come in, certainly, subject to,  
8 you know, any issues with her testimony at the time  
9 if you do get her under subpoena, if you do call her  
10 back --

11 MR. FREER: We are double-checking, Your  
12 Honor. My paralegal says we posed a subpoena at the  
13 residence.

14 MR. JONES: I am be happy to address this.  
15 This is not an advisory opinion there has been a  
16 ruling on this we filed a motion to quash that  
17 subpoenaed the court heard the arguments -- remember  
18 we had this whole thing went up to the Supreme Court  
19 on a writ and they said you can't subpoena her on a  
20 deposition but you can ask her questions deposition  
21 through written questions.

22 THE COURT: Correct.

23 MR. JONES: So that all happened. They  
24 sent us the questions. We objected to those  
25 questions. We objected to both by the way the

1 timings of those questions. The timing of the  
2 questions came after the discovery deadline by the  
3 way so we objected on those grounds and we also came  
4 before this court on a hearing and the court said  
5 there is three things that potentially would be  
6 relevant so prepare your questions, send them over  
7 to the Adelson side, have them look at them, and  
8 depending on what the answers to those questions  
9 are, I will then decide whether or not it's  
10 appropriate to have her appear as a witness. They  
11 never sent us the questions. There has never been  
12 an order entered by them related to that situation.  
13 So it is our position that this court has ruled on  
14 that and has ruled that the conditions precedent to  
15 even considering whether she should be allowed to  
16 appear as a witness have never been met they cannot  
17 meet them at trial. Trial has started. To send  
18 those questions now -- we waited and waited. We  
19 finally got a letter about a few days before trial  
20 saying, hey, where are the answers to the questions.  
21 We said we haven't seen an order and we haven't seen  
22 the questions. So if you want to prepare an order  
23 send us the questions we will look at it and then we  
24 will decide what our rights are. So their rights  
25 have been fully reviewed and exhausted, and it is

1 completely inappropriate to suggest that they have  
2 her under subpoena. That's not true. There is a  
3 court order a minute order at least related to this  
4 issue. But they were under the obligation to get  
5 the order signed with the court and we have a right  
6 an absolute right to review that order to determine  
7 whether or not we believe the order is appropriate  
8 or needs to be contested or reheard for any bases.  
9 So Your Honor this is a red herring about this whole  
10 issue. Dr. Adelson is not currently under subpoena,  
11 a valid subpoena. Dr. Adelson has not been  
12 precluded as a witness in this case -- excuse me, as  
13 a spectator in this case. And the exclusionary rule  
14 is not -- should not be applied to her. Thank you.

15 THE COURT: All right. I'm not convinced  
16 that just because Supreme Court made a ruling about  
17 the service that that necessarily governs what  
18 happens in the trial. I would say she is not  
19 currently under subpoena and we know what you guys  
20 went through to subpoena her the last time. And the  
21 thing about service, I mean, she was not properly  
22 served that was I think the determination of the  
23 Supreme Court.

24 MR. LEVEQUE: That wasn't, Your Honor.  
25 This court determined that there was valid service

1 that was never taken up on writ. What was taken up  
2 on writ was discovery rules there was a basis to  
3 depose her. This court determine that it was valid.

4 MR. JONES: For a deposition, Your Honor,  
5 not for trial. That was not a trial subpoena.

6 MR. LEVEQUE: This was two years ago, of  
7 course there wasn't a trial subpoena. I want to  
8 clear the record there that that wasn't the issue  
9 that was taken up on --

10 THE COURT: My only concern is at the  
11 present time, she is, not as far as I know, under  
12 subpoena.

13 MR. LEVEQUE: That's what we are trying to  
14 confirm. We subpoenaed her the exact same way as  
15 the deposition because we got it, I believe -- did  
16 we Sherry? We posted it on the residence. Is that  
17 right sherry.

18 MS. KEAST: Way we can't get in her gate as  
19 the court is well aware and the court determined  
20 that to be sufficient service for the deposition.

21 MR. JONES: I would like to respond.

22 THE COURT: As I said not presently under  
23 subpoena as far as I know so as I said, if for some  
24 reason it's wrong and she is, we will determine that  
25 at a later time. Right now we have a jury outside.

1 Do we have anything else?

2 MR. LEVEQUE: We want to get Mr. Schiffman  
3 on so he can get on and get out.

4 THE COURT: Mr. Lee, do you want to bring  
5 your jurors in.

6 THE MARSHAL: Yes.

7 THE COURT: Jurors first, then  
8 Mr. Schiffman.

9 THE MARSHAL: Please be seated.

10 THE COURT: All right. Ladies and  
11 gentlemen thank you so much we appreciate your  
12 staying late last night. We are ready to go back on  
13 the record today in P 061300. The record should  
14 reflect -- Mr. LeVeque is here, he just stepped  
15 aside for a moment. Mr. LeVeque is present so all  
16 counsel are present with their respective clients  
17 counsel stipulate to the presence of the jury.

18 MR. FREER: Yes Your Honor.

19 MR. JONES: Yes Your Honor.

20 THE COURT: We are ready to start with our  
21 next witness.

22 ///

23 ///

24 ///

25 ///

1 MR. FREER: We will call Mr. Schiffman to  
2 the stand, please. In the interest of time I went  
3 ahead and called it for him and I would stipulate to  
4 allowing him to be placed under oath.  
5 Whereupon --

6 PAUL SCHIFFMAN,  
7 having been first duly sworn to testify to the  
8 truth, was examined and testified as follows:

9 THE WITNESS: I do.

10 THE CLERK: Please be seated. State and  
11 spell your name for the record.

12 THE WITNESS: Paul Schiffman, P-A-U-L,  
13 S-C-H-I-F-F-M-A-N.

14 THE CLERK: Thank you.

15 EXAMINATION

16 BY MR. LEVEQUE:

17 Q. Good afternoon, Mr. Schiffman.

18 A. Good afternoon.

19 Q. Do you remember me?

20 A. Yes, I do.

21 Q. Do you recall that I think, what, two years  
22 ago that we -- I took your deposition?

23 A. I was living in New York two years ago I  
24 believe it was either three or four.

25 Q. Mr. Schiffman, where do you currently



1     reside?

2           A.     I reside in White Plains, New York.

3           Q.     How long have you lived there?

4           A.     For two and a quarter years.

5           Q.     Prior to New York where did you live?

6           A.     Here in Las Vegas.

7           Q.     How long was that?

8           A.     Ten years.

9           Q.     So that would be 2006 to 2016?

10          A.     We moved here July 4, 2006.

11          Q.     Why did you move here to Las Vegas?

12          A.     I came to take a job at the campus.

13          Q.     Which campus?

14          A.     At that time it was called the Milton I.  
15     Schwartz Hebrew Academy.

16          Q.     All right. What position was that?

17          A.     Head of school.

18          Q.     What does that mean?

19          A.     It's a person who is designated used to be  
20     called head master but for political correctness  
21     it's now called head of school it's the person  
22     that's in charge of the entire campus and actually  
23     works for the board, operating the facility.

24          Q.     Got it. Okay. And briefly, could you just  
25     go over your education?

1           A.    Yes, I have a associates degree from the  
2   state university in agricultural college at  
3   Farmingdale, New York. I have a bachelor's degree  
4   from the university of Albany, New York. I have a  
5   master's degree from the state University of New  
6   York at brook port and also have a certificate of  
7   advanced study from the state University of New York  
8   in rock port and that's the course work for a  
9   doctorate. I never completed that. A lot of people  
10  don't know what that is.

11           Q.    Thank you Mr. Schiffman.

12                   Did you leave a position in New York to  
13  come to Las Vegas?

14           A.    I was actually trying to retire, so I had  
15  told my board a year earlier --

16           Q.    That didn't work out.

17           A.    It didn't. No, it did not. That was the  
18  second time.

19           Q.    Okay.

20           A.    So what I was -- at that point I was  
21  looking for interim positions for a year to take a  
22  break out of there and wound up here.

23           Q.    All right. Were you employed by the school  
24  the entire ten-year period that you were here in  
25  Las Vegas?

1 A. Nine years.

2 Q. Okay.

3 A. Stayed a year after.

4 Q. What was the last year of your employment  
5 with the school?

6 A. That would have to be 2015.

7 Q. So that would have been the 2014, 2015  
8 school year?

9 A. Yes, 14/15 to August 2015.

10 Q. Thank you. Mr. Schiffman, you should have  
11 some exhibit binders in front of you. Is there an  
12 exhibit binder that has joint exhibits, Exhibits 1  
13 through 64?

14 A. There is.

15 Q. Could you open that up to Exhibit 23,  
16 please?

17 A. I'm sorry. I have to tell you I do wear  
18 hearing aids so I may ask once in a while.

19 Q. Let's do Exhibit 24.

20 A. 24.

21 Q. Yes.

22 A. Yes.

23 MR. LEVEQUE: This has been admitted as  
24 joint Exhibit 24.

25 BY MR. LEVEQUE:

1 Q. Do you see that it's an announcement with  
2 respect to you accepting a position as head  
3 master -- not head master, head of school?

4 A. Head of school.

5 Q. And you see the update was January 10,  
6 2006?

7 A. 24 starts with my resume on top.

8 MR. LEVEQUE: May I approach? It might be  
9 25. Let's do that one, 25.

10 For the record, Exhibit 25.

11 THE COURT: Thank you.

12 MR. JONES: This might just be something we  
13 can clear up Your Honor but I assume that's the  
14 court's exhibit number on there. That says 24 on  
15 the screen is this 24 or 25.

16 THE COURT: It may be miss tabbed.

17 MR. LEVEQUE: I see what you are saying  
18 that is incorrect that's 25.

19 MR. JONES: I will stipulate that if the  
20 court is okay with it I can stipulate we can just  
21 correct the binder or documents if that's the  
22 official court records.

23 THE CLERK: Some of the documents came with  
24 a sticker on from the previous hearing and so we  
25 designated by the Bates number what each document

1 was.

2 MR. JONES: So that may be a deposition  
3 exhibit number.

4 THE CLERK: Could be.

5 MR. LEVEQUE: It's from our trial  
6 presentation software. It's just erroneous. It  
7 should be Exhibit 25.

8 MR. JONES: I get it. So that's not  
9 actually on the document.

10 MR. LEVEQUE: It's not.

11 MR. JONES: Fair enough. That clears up  
12 the confusion. Thank you.

13 THE COURT: It is under Tab 25 for the  
14 record.

15 MR. LEVEQUE: Yes. Different numbers.  
16 Just wrong.

17 BY MR. LEVEQUE:

18 Q. All right, Mr. Schiffman, this was an  
19 update as of January 10, 2006 that reflects many  
20 things but one of which is that you accepted a  
21 position for the school?

22 A. That's correct.

23 Q. And at the top the heading of this  
24 announcement, do you see that it says Dr. Miriam and  
25 Sheldon G. Adelson College Preparatory School?

1 A. I do.

2 Q. Do you remember, during this time period in  
3 the beginning of 2006, that phrase being referred to  
4 as the school that the Adelsons were going to build?

5 A. At that particular time, there were many  
6 different phrases that were being used for the  
7 school.

8 Q. We will get there. But at least as of  
9 January 2006, it was the preparatory school?

10 A. It was.

11 Q. How do you define "preparatory school,"  
12 Mr. Schiffman?

13 A. A preparatory school would be a school that  
14 prepares students to go off to college university,  
15 person seeking most selective schools, universities,  
16 that students would be admitted to.

17 Q. That's synonymous with the school?

18 A. Yes.

19 Q. That would be grades 9 through 12?

20 A. That is correct.

21 Q. Call out something else here. In bullet  
22 point one of this news announcement, you see that  
23 it's discussing what you are going to be doing the  
24 weekend of, I guess, January 2006. One of them is  
25 to meet with the MIS Hebrew Academy. Do you see

1 that?

2 A. Yes, I do.

3 Q. You would agree with me at that time at  
4 this point in time the middle school is still being  
5 referred to as the Milton I. Schwartz Hebrew  
6 Academy?

7 A. Yes.

8 Q. I believe, Mr. Schiffman, you testified  
9 just a moment ago that you came here in July  
10 of 2006?

11 A. That's correct.

12 Q. Is that when you physically moved here?

13 A. Yes.

14 Q. Did you visit the school before July  
15 of 2006?

16 A. Yes, I did.

17 Q. If you could go to the next exhibit, should  
18 be 26 in the binder. Hopefully it is. Should be  
19 meeting minutes from a board meeting on February 21,  
20 2006.

21 A. Yes, I see it.

22 Q. Do you see I'm going to call this out for  
23 you. You can look on the screen, it probably will  
24 be a little easier for you do you see that you were  
25 present for this meeting?

1 A. Yes, it does.

2 Q. Do you remember coming to the school in  
3 February 2006 before you actually moved here?

4 A. Yes, I do.

5 Q. Do you see in the chair man's report there  
6 is minutes stating that Mr. Chaltiel introduced you  
7 to the rest of the board as incoming head of school?

8 A. Chaltiel.

9 Q. Thank you for correcting me. Do you see  
10 that?

11 A. Yes.

12 Q. Do you remember this?

13 A. Yes, I remember that.

14 Q. Who is Mr. Chaltiel?

15 A. Mr. Chaltiel was the chairman of the board  
16 of the school.

17 Q. So just so we get some clarity with respect  
18 to who did what, Mr. Chaltiel was the head of the  
19 board of trustees, correct?

20 A. That's correct.

21 Q. And you were head of -- you were the  
22 operational head of the school itself, is that  
23 right?

24 A. Right.

25 Q. When did you actually officially assume the



1 position as head of school?

2 A. My officially starting on salary was  
3 July 15, 2006.

4 Q. So that would have been about a month  
5 before school started?

6 A. Yeah, I would say so.

7 Q. Do you see in these minutes from  
8 February 23, '20 off that Mr. Chaltiel also  
9 discussed the Dr. Miriam and Sheldon Adelson  
10 preparatory school?

11 A. Yes.

12 Q. Would you agree with me at this time this  
13 is what the Adelson School was being referred to?

14 A. Yes.

15 Q. During the first few months, Mr. Schiffman,  
16 while you served as head of school, do you remember  
17 Mr. Milton Schwartz participating in board meetings?

18 A. Yes, I do.

19 Q. If you could go to Exhibit 29, please.  
20 What it should be are board meeting minutes from  
21 meeting of May 9, 2006. Do you see that?

22 A. I do.

23 Q. I'm going to call out one of the minutes  
24 here that discusses something highlighted. It says  
25 thank to Milton we received the scholarship money

1 from the federation for the 2005, 2006 school year  
2 do you see that?

3 A. I do.

4 Q. Do you recall that?

5 A. I do not.

6 Q. Do you recall Mr. Schwartz assisting with  
7 respect to securing scholarship money from the  
8 Jewish Federation at any point in time while he was  
9 on the board?

10 A. There was a dispute about that when I  
11 arrived. We didn't receive the funds.

12 Q. You didn't?

13 A. No.

14 Q. Do you know why?

15 A. There was a dispute with the federation as  
16 to how we would use the funds and where the funds  
17 would come from so the board decided no the to  
18 accept the funds.

19 Q. Is there any reason to dispute in the  
20 minutes though that Milton at least attempted to  
21 obtain the fund from the Jewish Federation?

22 A. I'm reading it here. I was not present but  
23 it says here thanks to Milton we received the  
24 scholarship money from the federation for the  
25 2005/2006 school year.

1 Q. Mr. Schiffman, you testified in the  
2 beginning of your testimony today that the school  
3 underwent, I guess, a series of name changes; is  
4 that right?

5 A. That is correct.

6 Q. Do you see the date of the minutes that I  
7 just pulled up? This would be Exhibit 30.

8 A. 30. One second. Yes.

9 Q. Mr. Schiffman, please let me know if I'm  
10 going too fast. I understand you have a limited  
11 amount of time and I get half and Mr. Jones gets  
12 half so I'm trying to speak a little faster than I  
13 normally do.

14 A. Thank you.

15 MR. JONES: Thank you counsel. Appreciate  
16 that.

17 MR. LEVEQUE: Sure.

18 THE WITNESS: Now back in New York.

19 BY MR. LEVEQUE:

20 Q. You are used to it?

21 A. That's correct.

22 Q. Mr. Schiffman, these are minutes from  
23 September 6, 2006. I'm calling out the highlighted  
24 portion.

25 A. Okay. Let me read that.

1 Q. Yes, sir.

2 A. Yes.

3 Q. Do you recall Mr. Chaltiel discussing the  
4 need to identify a name for the Adelson preparatory  
5 academy?

6 A. Yes.

7 Q. Can you tell me more about that?

8 MR. JONES: Objection just as to time. It  
9 was open-ended as to time.

10 MR. LEVEQUE: I'm talking about the meeting  
11 on.

12 MR. JONES: Fair. Thank you for  
13 clarification.

14 THE WITNESS: It was decided at that  
15 meeting that they were just referring to the school  
16 as the Adelson at that meeting and that did change  
17 after that.

18 BY MR. LEVEQUE:

19 Q. We will get to that, but at least as of  
20 September 2006, there was at least a thought of  
21 calling it the Adelson right?

22 A. For purposes of writing down documents,  
23 call it the Adelson period as the name of the  
24 school.

25 Q. And you would agree with me that the name

1 of the school contemplated would be for the  
2 preparatory academy which you defined as a high  
3 school between the grades of 9 and 12; is that  
4 correct?

5 A. That is true.

6 Q. Mr. Schiffman, do you remember when the  
7 school actually broke ground?

8 A. We broke ground in October of 2006.

9 Q. All right. So that would have been just a  
10 few months after you arrived, right?

11 A. That is correct, yes.

12 Q. If you could please turn to joint  
13 Exhibit 31, please. I'm going to apologize in  
14 advance we are looking at a lot of minutes today so  
15 it's not going to be the most exciting thing. These  
16 minutes that are in exhibit joint 31 do you see that  
17 these are minutes for the October 5, 2006, meeting?

18 A. Yes, I do.

19 Q. And I think these minutes discuss if you  
20 look at the monitor this is on the second page that  
21 you scheduled an open house for the high school on  
22 October 23. Do you remember that?

23 A. Take a look at that. Give me one second,  
24 please.

25 Q. Yes.

1 A. Yes.

2 Q. Right by below it says the groundbreaking  
3 ceremony for the high school is November 21. Could  
4 it have been November or are you pretty sure it was  
5 October?

6 A. I know in October we started to do work on  
7 the property. This was the groundbreaking ceremony.  
8 So little different. We had the equipment on site  
9 that were doing work. They started that in October.  
10 And then we had a major event on November 21st.

11 Q. This was just more of a ceremonial bring  
12 out a shuffle take a dig and photos?

13 A. Yes, hardhats for everybody.

14 Q. Unnecessarily hard hats, right?

15 A. I think they were painted gold. Nobody  
16 would use them.

17 Q. There should be another binder in front of  
18 you that has exhibits I think it's 101 to 172. If  
19 not let me know.

20 A. I have 10 to plus.

21 Q. 144 should be in that binder.

22 A. 144. I think we can find that. Yes.

23 Q. This is the estate's proposed Exhibit 144  
24 do you remember me asking you about this document in  
25 your deposition?

1 A. I do.

2 Q. Do you remember that you had some  
3 involvement with putting this together?

4 A. Yes.

5 Q. All right. The?

6 MR. LEVEQUE: The estate moves for the  
7 proposed Exhibit 144.

8 MR. JONES: No objection, Your Honor.

9 THE COURT: 134 or 44.

10 MR. LEVEQUE: 44, Your Honor.

11 THE COURT: Thank you. Admitted.

12 BY MR. LEVEQUE:

13 Q. Do you see the date of when this meeting  
14 was supposed to occur?

15 A. Yes, October 23.

16 Q. Is that the same date we looked at in the  
17 previous exhibits?

18 A. I really can't remember but they look the  
19 same.

20 Q. Fair enough. You see that this  
21 announcement states introducing the only Jewish high  
22 school in Las Vegas, the Adelson School at the  
23 Milton I. Schwartz Hebrew Academy. Do you see that?

24 A. Yes.

25 Q. So was the idea back in October of 2006

1 that the Adelson School was going to be a high  
2 school at the Milton I. Schwartz Hebrew Academy?

3 A. We -- I had discussed with the board about  
4 having an all inclusive campus so not just a high  
5 school.

6 Q. Okay. Why did you put this together then?

7 A. This was to try to get high school students  
8 to attend the school.

9 Q. And you were representing to the students  
10 and their parents that it would be a high school,  
11 the Adelson high school at the Milton I. Schwartz  
12 Hebrew Academy, right?

13 A. At that particular time, yes.

14 Q. Thank you.

15 By the way was Mr. Schwartz still alive in  
16 this time period?

17 A. October 23, 2007, no I don't believe he was  
18 still alive.

19 Q. I believe --

20 A. Just trying to get 2006, two thousand --  
21 2006/2007. Yes he passed away that summer, Milton.  
22 So he was alive at this time.

23 Q. Let me ask you this, Mr. Schiffman. It  
24 says now accepting applications for fall 2007?

25 A. Correct.



1 Q. So that would be for the 2007/2008 school  
2 year?

3 A. Right.

4 Q. But this meeting was October 23, correct?

5 A. Right.

6 Q. So that would have to be October 23, 2006?

7 A. Six, right.

8 Q. As of October 23, 2006, Mr. Schwartz was  
9 still alive, correct?

10 A. Yes.

11 Q. All right. I think you got to go back to  
12 the other book where we have got joint Exhibit 33.

13 A. We will go back there.

14 Q. For my next question.

15 A. Glad there are binders. I cannot handle  
16 new technology.

17 Q. I'm going to do my best to use the monitor.

18 A. 33 you said?

19 Q. Yes. Are you there, sir?

20 A. We are here. Yes, I'm here.

21 Q. Do you see that this is a press release  
22 that was prepared I'm assuming by Kay Lau &  
23 Associates for the groundbreaking ceremony?

24 A. She prepared all of our press releases.

25 Q. For the jury, who is Kay Lau?

1           A.    Had she is president of Kay Lau &  
2   Associates.  She runs a marketing firm out of LA,  
3   and she was hired by the school to help us define  
4   who we were and to help us through branding and find  
5   students.  We had no students at that time for the  
6   high school.

7           Q.    Thank you, Mr. Schiffman.

8                    Let me ask you a question about the logo  
9   here.  This logo says the Dr. Miriam and Sheldon G.  
10  Adelson School, correct?

11          A.    Yes.

12          Q.    Doesn't say the Dr. Miriam and Sheldon G.  
13  Adelson Campus does it?

14          A.    No.

15          Q.    Or the educational campus, does it?

16          A.    No, it doesn't.

17          Q.    You see that it says the Dr. Miriam and  
18  Sheldon G. Adelson School the first Jewish high  
19  school in the Las Vegas area do you see that?

20          A.    Yes.

21          Q.    At this time as of November 21, 2006, the  
22  Adelson School was only being contemplated as a high  
23  school, correct?

24          A.    This was a marketing tool to bring students  
25  to the campus for high school.  We were already

1 marketing to other students, but it was thought to  
2 be an entire campus at that time.

3 Q. But it doesn't say campus, does it?

4 A. It does not. We changed that.

5 Q. It talks about the ground breaking do you  
6 see in the paragraph below it?

7 A. Yes.

8 Q. It says, "You, the board of trustees,  
9 hosted a groundbreaking ceremony for the Dr. Miriam  
10 and Sheldon G. Adelson School in Summerlin." Do you  
11 see where I read that?

12 A. Yes.

13 Q. It says, the new high school, the first  
14 Jewish high school in the Las Vegas area. Do you  
15 see that?

16 A. Yes.

17 Q. But makes no mention with respect to  
18 building a middle school or renovating the  
19 elementary school, does it?

20 A. Does not.

21 Q. It goes on to say, "This new high school  
22 will feature classrooms with integrated media  
23 technology and computers," it goes on and on, it  
24 says, "unique to any high school in the Las Vegas  
25 area. The Adelson School will have an indoor

1 swimming pool, full physical educational facility  
2 with regulation-size basketball." It goes on and  
3 on. Do you see where I read that?

4 A. Yes.

5 Q. At the last sentence, it says, "The  
6 Adelsons have given 25 million for this new high  
7 school endeavor." Do you see that?

8 A. Yes.

9 Q. Does it say anything about the \$25 million  
10 being given to the elementary school or the middle  
11 school?

12 A. This does not say that, in this press  
13 release.

14 Q. The last program of paragraph states, "The  
15 Adelson School is now accepting applications for 9th  
16 and 10th grade." Do you see that?

17 A. Yes.

18 Q. At that time you didn't open 9 through 12?

19 A. No, we opened 9 through 10.

20 Q. Why is that?

21 A. We knew we wouldn't have the students for  
22 11 and 12. It's very difficult for students to pick  
23 up and move at that time. They are not going to  
24 pick up at that point. So we were after 9th  
25 graders, and we decided to expand to 10 because we

1 were approached by students who wanted to come to  
2 10th grade. I have to say, if I can, of all of  
3 those 38 kids were the bravest people to come to two  
4 broken-down trailers and a hole in the ground; my  
5 heros.

6 Q. Leap of faith?

7 A. More than that. If you are 15, 16 years  
8 old, to come to a hole in the ground.

9 Q. I want to ask you one more question about  
10 this document, Mr. Schiffman. The last sentence  
11 says that the school is located at 9700 West  
12 Hillpointe Road adjacent to the Milton I. Schwartz  
13 Hebrew Academy. Do you see that?

14 A. Yes.

15 Q. So you would agree with me that this press  
16 release is representing that the Adelson School is a  
17 high school that's going to be built adjacent to the  
18 Milton I. Schwartz Hebrew Academy?

19 A. That is correct.

20 Q. Thank you.

21 Now I've got to go back to the other book,  
22 Exhibit 149.

23 A. Great exercise. Okay, we are here.

24 Q. Mr. Schiffman, I will represent to you that  
25 this Exhibit 149 was admitted in evidence yesterday.

1 I will further represent to you that it was a  
2 commemorative booklet that was prepared following  
3 the 2007 gala honoring Milton Schwartz?

4 A. Yes.

5 Q. Do you accept my representation?

6 THE COURT: It wasn't following, it was  
7 for.

8 MR. LEVEQUE: You are correct Your Honor.

9 BY MR. LEVEQUE:

10 Q. I'm assuming it was disseminated at the  
11 gala?

12 A. Yes, at the gala.

13 MR. LEVEQUE: Thank you for that  
14 correction, Your Honor.

15 BY MR. LEVEQUE:

16 Q. Mr. Schiffman, were you at that gala?

17 A. Yes, I was.

18 Q. I'm going to direct you to a few pages in  
19 this thing. The first one is going to be the sixth  
20 page in that would be for the record Bates G A LA  
21 000006?

22 A. What it is.

23 Q. A letter signed by Dr. And Mrs. Adelson?

24 A. I'm there.

25 Q. Have you seen this before?

1 A. Yes, I have.

2 Q. In what context have you seen it?

3 A. They were working in our offices way back  
4 when and I have not seen it in years.

5 Q. Did you participate in preparing this  
6 document?

7 A. Actually I have is to say I did not. My  
8 wife did. She proofed the documents.

9 Q. Was your wife an employee of the school?

10 A. No. Total volunteer.

11 Q. One thing I should have asked  
12 Mr. Schiffman, before I started, was did you do  
13 anything to prepare for your testimony today?

14 A. I met with my -- the attorneys for the  
15 school.

16 Q. You did? When was that?

17 A. We met couple weeks ago I was in town for  
18 two hours, and we met this morning.

19 Q. Did you review any documents with the  
20 attorneys?

21 A. We reviewed my testimony.

22 Q. From -- do you remember you were deposed  
23 twice?

24 A. Right.

25 Q. Did you review both?

1           A.    Yeah, I reviewed some of that before when I  
2   was here and I was given copies of that document,  
3   and we didn't look at any other documents.

4           Q.    Just mainly your deposition testimony?

5           A.    Yes.

6           Q.    Might be some silly questions,  
7   Mr. Schiffman.

8           A.    Go ahead.

9           Q.    Did the school pay for your travel  
10  arrangements at all?

11          A.    The school did not pay for my travel but I  
12  will state Mr. Adelson did provide airfare for me  
13  and I picked up the rest of the expenses on my own.

14          Q.    So Mr. Adelson paid your flight here?

15          A.    Yeah. Economy.

16          Q.    Hopefully it wasn't spirit.

17          A.    No, it was united and I'm on a redeye home  
18  tonight.

19          Q.    I'm going to ask you is a few questions  
20  about this letter?

21          A.    It's not that bad.

22          Q.    If you are 6-3, it can be a challenge. I  
23  digress.

24                I can't remember if I asked you about this  
25  in your deposition or not, Mr. Schiffman. I just



1 want to direct your attention to a few things here.  
2 Do you see that the first paragraph of this letter  
3 talks about the community supporting the Milton I.  
4 Schwartz Hebrew Academy but also the Adelson School?

5 A. Yes.

6 Q. And then if we go on, it says last year's  
7 event we presented plans to create a world-class  
8 high school adjacent to the Milton I. Schwartz  
9 Hebrew Academy do you see that?

10 A. Yes.

11 Q. Would you agree with me that the original  
12 plans at least were to build just a high school  
13 adjacent to the Milton I. Schwartz Hebrew Academy?

14 A. The original plan was that, when I was  
15 first interviewed for the position. If you want to  
16 let me add, I told the board they were making a  
17 major mistake, that they had to have the entire  
18 campus; they couldn't have one brand-new facility  
19 for the high school and not have new facilities for  
20 everybody else, and plus that campus needs to be  
21 all-inclusive.

22 I will add at that time I thought they  
23 would throw me out the door. And I was on a redeye  
24 back to Rochester, New York, and I got a call to  
25 come back. That's when it took place. But that was

1 the original plan to build the high school. I was  
2 the one that objected to it.

3 Q. And the original plan was a high school  
4 that was going to be separate and apart and adjacent  
5 to the Milton I. Schwartz Hebrew Academy?

6 A. Yes. That was the original thoughts  
7 presented to me.

8 Q. So I'm going to -- we are going to stay on  
9 that same exhibit.

10 A. Okay.

11 Q. But see if I can take you down to page 28.  
12 It should be Bates 28.

13 A. I'm sorry.

14 Q. Page 28 of that exhibit, which I think is  
15 144; is that right?

16 A. Let me see if that's marked here.

17 Q. 149, apologize.

18 A. I'm having a hard time finding that.

19 Q. I will represent to you that this was an  
20 advertisement as part of the gala booklet and you  
21 see that this is a advertisement for the Adelson  
22 high school?

23 A. Right. Adelson School.

24 Q. But then it says welcome to high school.  
25 Doesn't say anything about elementary school or

1 middle school, correct?

2 A. Yes.

3 Q. And the next page is page 29. And this is  
4 another, I think, promotional material. In this one  
5 you see a it talks about, again, the Adelson School  
6 being located adjacent to the Milton I. Schwartz  
7 Hebrew Academy?

8 A. Right.

9 Q. And you also see below it says with a major  
10 gift Dr. Miriam and Sheldon have made possible a  
11 world-class high school?

12 A. Right.

13 Q. Makes no mention of a middle school or  
14 elementary school, does it?

15 A. No.

16 Q. If we continue on down to page 60?

17 A. I will follow on the screen.

18 Q. Sure.

19 A. Is that all right?

20 Q. That's fine.

21 Here we have an advertisement where it  
22 stays an unparalleled education in a nurturing  
23 environment for the preschool through 8th grade?

24 A. Correct.

25 Q. So at this time the Milton I. Schwartz

1 Hebrew Academy was preschool through 8th grade?

2 MR. JONES: I know we are trying to hurry  
3 so I appreciate Mr. LeVeque but there is a lot of  
4 leading questions here and I know that helps save  
5 time.

6 MR. LEVEQUE: Adverse witness.

7 THE COURT: He is an adverse witness, so  
8 thank you.

9 MR. JONES: By the way, that wasn't an  
10 objection to the question. Just pointing out --

11 MR. LEVEQUE: There is no question pending,  
12 Mr. Jones.

13 THE COURT: I understand.

14 BY MR. LEVEQUE:

15 Q. We are looking at another promotional  
16 material. Again, I don't want to belabor the point  
17 or be repetitious, but here you would agree with me  
18 that the Milton I. Schwartz Hebrew Academy is being  
19 represented as a school that's pre-K through 8th  
20 grade?

21 A. That's correct.

22 MR. JONES: Your Honor it's all leading.

23 MR. LEVEQUE: This is an adverse witness.

24 THE COURT: This is an adverse witness.

25 MR. JONES: I object to that. There has

1     been nothing to establish that Mr. Schiffman is  
2     adverse to the estate. I would like to take  
3     Mr. Schiffman on voir dire, if the court is inclined  
4     to believe that.

5             MR. LEVEQUE: Mr. Schiffman signed the  
6     verification of the petition to compel distribution  
7     under the will. I don't know how more adverse you  
8     can get, not only that he was the head master.

9             THE COURT: Let's stop with the speaking  
10    objections, both of you. If you wish to ask some  
11    questions of Mr. Schiffman, no problem.

12                             VOIR DIRE

13    BY MR. JONES:

14             Q. Mr. Schiffman, you stopped working for the  
15    Adelson Campus when?

16             A. 2015.

17             Q. And while you did sign the petition, were  
18    you employed by the Adelson Campus when you signed  
19    that petition on behalf of the school?

20             A. Yes, I was.

21             Q. At the time, even at the time you signed  
22    the petition, did you have any adverse feelings to  
23    Milton Schwartz?

24             A. Absolutely none.

25             Q. As you sit here today do you believe that

1 you are adverse to the memory or legacy of Milton  
2 Schwartz?

3 A. I will say I said in my testimony before  
4 I'm so sorry that I didn't get to know him better,  
5 short period of time. Milton was a wonderful  
6 person. He was wonderful to me.

7 Q. Were you compelled to come here today on  
8 behalf of the school by anybody at the school?

9 A. No.

10 Q. Are you aware of any reason the school  
11 could possibly have compelled you to come here?

12 A. No.

13 Q. You are not under subpoena by the school?

14 A. Not by the school, but I was subpoenaed by  
15 the attorney for the Schwartz estate in New York.

16 Q. Are you here voluntarily, sir?

17 A. Absolutely.

18 MR. JONES: Your Honor, I would object to  
19 referring to Mr. Schiffman as an adverse witness,  
20 therefore, I don't believe cross-examination of him  
21 is appropriate.

22 THE COURT: Thank you. I overrule the  
23 objection.

24 MR. LEVEQUE: Thank you Your Honor.

25 EXAMINATION

1 BY MR. LEVEQUE:

2 Q. Do you see at the bottom of this  
3 advertisement that it states that students in good  
4 standing students matriculate from the Milton I.  
5 Schwartz Hebrew Academy to the Dr. Miriam and  
6 Sheldon G. Adelson School?

7 A. Yes.

8 Q. Correct me if I'm wrong but "matriculate"  
9 is a fancy word for saying they will transfer, they  
10 will end up --

11 A. Move to the next grade.

12 Q. Right. Okay. But you would agree with me  
13 that "matriculate" means move from one school to  
14 another, not a grade, not two grades within the same  
15 school?

16 A. No. "Matriculation" is a term used when  
17 you take a student that's going from kindergarten to  
18 first grade. That's a term we use in education. So  
19 everybody here is matriculating between grades.

20 Q. I'm going to accept your definition,  
21 Mr. Schiffman, because you are a well-seasoned  
22 educator.

23 A. Thank you.

24 Q. This is representing that students from the  
25 Hebrew Academy in good standing will end up at the

1 Adelson high school; is that correct?

2 A. That is correct.

3 Q. Thank you?

4 A. I should go back and correct myself on one  
5 point, if I may.

6 Q. Sure.

7 A. When you go from 8th grade to 9th grade,  
8 which is true across the board for independent  
9 schools, students do need to represent themselves in  
10 being qualified to take on that high school  
11 challenge which is a little different.

12 Q. Thank you for that clarification.

13 A. I just wanted to make sure we are clear.

14 Q. Mr. Schiffman, do you recall if any  
15 promotional -- excuse me if any promotional  
16 materials were prepared and printed that actually  
17 defined the lower and middle of the new school as  
18 part of the Milton I. Schwartz Hebrew Academy?

19 A. Off the top of my head, I don't remember.

20 MR. LEVEQUE: I should have asked to  
21 approach, Your Honor. I apologize.

22 THE COURT: No problem.

23 BY MR. LEVEQUE:

24 Q. If you could just look at that first page  
25 and read it to yourself. It is not admitted into



1 evidence?

2 MR. JONES: Can I see that?

3 MR. LEVEQUE: You have it.

4 THE WITNESS: I remember this.

5 BY MR. LEVEQUE:

6 Q. You do remember it?

7 A. Yeah.

8 Q. You would agree with me that at some point  
9 in time there were promotional materials printed  
10 where it represented that the lower and middle  
11 school, whatever was going to be built, was going to  
12 be part of the Milton I. Schwartz Hebrew Academy?

13 A. Yes.

14 Q. Did you sign that document?

15 A. I did.

16 MR. LEVEQUE: May I approach, Your Honor?

17 THE COURT: You may.

18 BY MR. LEVEQUE:

19 Q. You touched upon this briefly, and we will  
20 go into it a little bit more, but you testified that  
21 you provided some input while you were head of  
22 school with respect to what ultimately this school  
23 should be called, right?

24 A. Right.

25 Q. I think if I remember correct willly in your

1 deposition you didn't like the term preparatory  
2 school?

3 A. I did not.

4 Q. Why is that?

5 A. That means that you have a school that's  
6 preparing students to go off to college. And as  
7 true as I thought back then and it's true today that  
8 we were preparing students to take on life. And I'm  
9 proud to say we have students who did not go on to  
10 college. We have a young man today who is serving  
11 as a marine guard at the White House; did not go to  
12 college. We have a young man who is flying jets off  
13 of -- actually in the Persian Gulf right now who we  
14 prepared to go off first to service and then on to  
15 college. And we have students who went off to do  
16 community service. We had two students who went to  
17 Israel and were actually working as ambulance  
18 drivers and then decided to come back. And one of  
19 them spent a lot of time graduating this year.  
20 "Preparatory" meant you all go to college.

21 Q. Thank you for that clarification,  
22 Mr. Schiffman.

23 You also recall testifying in your  
24 deposition that you could not remember if Mr. Milton  
25 Schwartz participated in any discussions concerning

1 what the school was going to be called?

2 A. I can't remember. I just don't.

3 Q. And do you also recall testifying in your  
4 2014 deposition that you did not discuss any naming  
5 rights to be used with Mr. Schwartz; is that  
6 correct?

7 A. Personally, we did not.

8 Q. Thank you.

9 Do you recall testifying that your  
10 understanding of how the school was going to be  
11 named was that there was a conversation between  
12 Sheldon Adelson, Milton Schwartz and Victor  
13 Chaltiel. Do you remember that?

14 A. Yes.

15 Q. Do you remember testifying that it was some  
16 conversation they had where it was agreed that the  
17 campus would be called the Adelson Educational  
18 Campus?

19 A. What I remember, and again I was suppose  
20 supposed to be present at that meeting I was not  
21 present because of construction going on. That the  
22 three remaining discussed naming, discuss about  
23 funding of the school, but that's what she discussed  
24 as far as what names would be concerned I was not  
25 there for that.

1 Q. Would you agree Mr. Schiffman, that any  
2 testimony concerning what was actually discussed  
3 would have to come from Mr. Chaltiel, Mr. Schwartz,  
4 or Mr. Adelson?

5 A. That is correct. Sorry to say.

6 Q. We know that Mr. Schwartz has passed away,  
7 correct?

8 A. Yeah. I attended the funeral.

9 Q. I remember that from your deposition.

10 A. I flew to New York with Mike Novick.  
11 Jonathan asked to take his body. Told me that  
12 Milton was on the plane. It was an honor to be  
13 there with him and to be with the family. And then  
14 we had the service for Milton back at the school.

15 Q. What is shomer?

16 A. Shomer.

17 Q. Shomer?

18 A. Yes. To be honored. That was a term that  
19 would be used by somebody else. I was not the  
20 shomer for that. It was somebody else. Shomer is a  
21 traditional term. But I'm not an expert. I can't  
22 give an explanation for that.

23 Q. Fair enough. This meeting that apparently  
24 occurred. Mr. Chaltiel, I think you are also aware,  
25 passed away?

1 A. He passed away four years ago.

2 Q. So would you agree with me that the only  
3 person who could testify about what was discussed in  
4 this alleged deal was Mr. Adelson?

5 A. Yes.

6 Q. Do you also recall testifying,  
7 Mr. Schiffman, that Mr. Chaltiel never told you that  
8 Mr. Schwartz's name would no longer be associated  
9 with the school?

10 A. He never said that.

11 Q. And do you recall testifying that  
12 Mr. Adelson never told you that Mr. Schwartz's name  
13 would no longer be associated with the school?

14 A. We have never had that conversation about  
15 associated with the school.

16 Q. Thank you.

17 In fact, do you also recall testifying in  
18 2014 that the conversations about what the school  
19 was going to be called actually occurred in board  
20 meetings before you even arrived?

21 A. Yes, there were meetings that discussed  
22 that before I arrived. Actually, I was coming into  
23 town during the year starting in January, I was  
24 actually coming here on a regular basis on the  
25 weekends and working on the project.

1 Q. So let me see if I understand this. You  
2 testified that there were conversations about the  
3 naming rights before you started work; is that  
4 right?

5 A. (No audible answer.)

6 Q. And you started work in August -- I'm  
7 sorry, in July of 2006?

8 A. Right.

9 Q. However, there were promotional materials  
10 and things we have already looked at that went all  
11 of the way through I think October /November and  
12 even I guess May of 2007 we were looking at the gala  
13 documents that showed that there was at least a  
14 representation in several advertisements that there  
15 was going to be a Milton I. Schwartz Hebrew Academy  
16 did there was going to be a high school and the high  
17 school was going to be adjacent to the Milton I.  
18 Schwartz Hebrew Academy; is that correct?

19 A. At that particular time, yes.

20 Q. So is it fair so assume, Mr. Schiffman,  
21 that what's being represented in advertising  
22 materials is consistent with what the discussions  
23 were between Mr. Chaltiel, Mr. Adelson and  
24 Mr. Schwartz before you arrived?

25 MR. JONES: Objection. Calls for

1 speculation, Your Honor.

2 THE COURT: Overruled.

3 BY MR. LEVEQUE:

4 Q. Can you answer?

5 A. I don't know the answer to that.

6 Q. Mr. Schiffman, at one point if you recall  
7 you were designated as a person most knowledgeable  
8 of the school do you remember that?

9 A. Yes.

10 Q. Do you remember that there was actually  
11 what we call a PMK deposition of you in 2014, do you  
12 remember that?

13 A. Could you remind me what PMK means?

14 Q. Person most knowledgeable.

15 A. Okay thank you.

16 Q. You were designated as a person most  
17 knowledgeable on behalf of the school?

18 A. Yes. Yes.

19 Q. Do you remember testifying in that  
20 deposition about how board minutes and agendas were  
21 kept?

22 A. Yes.

23 Q. Do you remember testifying that they are  
24 kept in files and binders and marked board minutes?

25 A. Yes.

1 Q. And you agree with me that if there were  
2 board minutes that documented and memorialized  
3 conversations in board meetings about school naming,  
4 those should be in the school's records too, right?

5 A. Yes.

6 Q. Mr. Schiffman, if I represented to you that  
7 we are missing about eleven months of minutes from  
8 2005, would that come as a surprise to you?

9 A. Yes.

10 Q. Should those minutes have been in the  
11 school's files?

12 A. Yes.

13 Q. I think we are going to go to 38. Just  
14 double-checking here. I believe you testified that  
15 your recollection was Mr. Schwartz passed away in  
16 August 2007 -- summer of 2007; is that correct?

17 A. Yes.

18 Q. This is the death certificate but I can  
19 represent to you that he passed away on August 9,  
20 2007. Would you accept my representation? It's  
21 right here?

22 A. I see it. Yes.

23 Q. Now if we go to Exhibit 39?

24 A. 39. I will change books.

25 Q. Yes, sir. Do you see we are looking at



1 minutes from September 5, 2007?

2 A. Yes.

3 Q. You would agree that these are board  
4 meetings minutes that occurred after Mr. Schwartz  
5 passed away?

6 A. Yes.

7 Q. In fact, it was probably, oh, about a month  
8 after he passed away?

9 A. Yes.

10 Q. I'm just going to ask you some questions  
11 about this. Again we are talking in these minutes  
12 about Mr. Schwartz passing and a service was held.  
13 Do you remember the service?

14 A. Yes.

15 Q. There is a report here with respect to  
16 enrollment and it says that 265 students at the MIS  
17 Hebrew Academy and 38 in the Adelson School. Do you  
18 see that?

19 A. Yes.

20 Q. So is my assumption correct that the 265  
21 students would be the pre-K through 8th program and  
22 the 38 would be the high school?

23 A. Yes.

24 Q. At least represented as of September 2007 a  
25 month after Mr. Schwartz died, Milton I. Schwartz