IN THE SUPREME COURT OF THE STATE OF NEVADA

NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation, Appellants/Cross-Respondents v. LAS VEGAS SUN, INC., a Nevada corporation, Respondent/Cross-Appellant.	Supreme Court No. 80511 Electronically Filed Jun 01 2020 10:23 p.m. Elizabeth A. Brown Clerk of Supreme Court

APPELLANTS/CROSS-RESPONDENTS' APPENDIX
VOL. 6

Appeal from the Eighth Judicial District Court of the State of Nevada in and for the County of Clark
The Honorable Timothy Williams
District Court Case No: A-18-772591-B

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CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of June, 2020, the foregoing **Appellants'/Cross Respondents' Appendix – Volume 6** was served electronically with the Clerk of the Supreme Court of Nevada by using the court's electronic filing system, which will send notice of electronic filing to the following:

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I further certify that hard copies of the sealed version was served by First Class U.S. Mail, postage prepaid, addressed as follows:

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: XVI **NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S AMENDED NOTICE OF APPEAL**
LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation, Counterclaimant, v. LAS VEGAS SUN, INC., a Nevada corporation, Counter-defendant.	

Docket 80511 Document 2020-08510

Case Number: A-18-772591-B

PLEASE TAKE NOTICE that Defendant News+Media Capital Group LLC and Defendant/Counterclaimant Las Vegas Review-Journal, Inc. (collectively, "Review-Journal") hereby appeal to the Supreme Court of Nevada from the following:

1. Findings of Facts, Conclusions of Law, and Order Affirming the Arbitration Award, filed on January 28, 2020 (the "Order"), in the Eighth Judicial District Court, Clark County, Nevada, attached hereto as **Exhibit 1**. The Notice of Entry of Order was filed and served on January 28, 2020, and is attached hereto as **Exhibit 2**.[1]

2. The Judgment, filed on February 18, 2020 (the "Judgment"), in the Eighth Judicial District Court, Clark County, Nevada, attached hereto as **Exhibit 3**, and all orders made appealable thereby. The Notice of Entry of Judgment was filed and served on February 18, 2020, and is attached hereto as **Exhibit 4**.

DATED this 28th day of February, 2020.

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[1] The Review-Journal timely filed its Notice of Appeal from the Order on January 28, 2020. The Judgment was not yet entered at that time, so the Review-Journal is filing this Amended Notice of Appeal to include the Judgment, and all orders made appealable thereby.

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of February, 2020, I served a true and correct copy of the foregoing **NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S AMENDED NOTICE OF APPEAL** via the Court's electronic filing system only, pursuant to the Nevada Electronic Filing and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic service list.

/s/ Pamela Montgomery
An Employee of Kemp Jones, LLP

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EXHIBIT 1

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation,

Plaintiff,

v.

NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company,

Defendants.

LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation,

Counterclaimant,

v.

LAS VEGAS SUN, INC., a Nevada corporation,

Counter-defendant.

Case No.: A-18-772591-B
Dept. No.: XVI

~~[PROPOSED]~~ FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD

Hearing Date: October 22, 2019

JAN 03 2020

Case Number: A-18-772591-B

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This matter came before the Court on October 22, 2019, at 1:30 P.M., with all parties appearing by and through their counsel of record, on (a) Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part, (b) Defendants News+Media Capital Group LLC's and Las Vegas-Review Journal, Inc.'s Motion to Vacate the Arbitration Award, and (c) Defendants News+Media Capital Group LLC's and Las Vegas-Review Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part (collectively, the "Motions").

The Court, having considered the papers filed in support of and in opposition to the Motions, having heard arguments of counsel, and for good cause appearing, enters the following findings, conclusions and Order:[1]

BACKGROUND

1. On June 10, 2005, Plaintiff Las Vegas Sun, Inc. (the "Sun") and Defendant Las Vegas Review-Journal, Inc.'s predecessor executed a joint operating arrangement (the "JOA").

The Sun's Complaint and the Arbitration

2. On April 10, 2018, Plaintiff Las Vegas Sun, Inc. (the "Sun") filed its Complaint against Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc. (collectively, the "Review-Journal") in the above-captioned matter regarding disputes related to the JOA, and moved this Court to compel arbitration of certain (but not all) claims outlined in the Complaint.

3. This Court granted the Sun's motion to compel arbitration via an order entered on November 21, 2018.

4. In the arbitration proceedings, the parties engaged in discovery, submitted written briefs, and presented arguments and evidence before the Arbitrator.

5. After a multi-day arbitration hearing, the Arbitrator issued a Final Award of

[1] Any finding of fact more properly characterized as a conclusion of law shall be deemed so. Any conclusion of law more properly characterized as a finding of fact shall be deemed so.

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Arbitrator on July 2, 2019 (the "Award").

The Arbitration Award

6. The Award contains the Arbitrator's rulings on the following claims and requests for relief: (a) the Sun's requests for declaratory relief related to interpretation of various JOA provisions (i.e., Section 4.2, Section 5.1.4, and the audit provision in Appendix D); (b) the Sun's breach of contract claims related to those same sections of the JOA; (c) the Sun's claim for tortious breach of the implied covenant of good faith and fair dealing related to those same sections of the JOA; and (d) both parties' requests for an award of attorneys' fees and costs related to the arbitration proceedings. The full contents of the Award are the subject of various motions to seal pending before this Court.

The Parties' Motions to Confirm/Vacate the Award

7. On September 13, 2019, the Sun filed its Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (the "Sun's Motion").

8. On September 18, 2019, the Review-Journal filed its Motion to Vacate Arbitration Award.

9. On September 30, 2019, the Review-Journal filed its opposition to the Sun's Motion along with a Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part.

10. By October 11, 2019, the parties completed briefing the motions.

11. On October 22, 2019, this Court heard arguments on the parties' motions.

12. On December 4, 2019, this Court issued its six-page Minute Order resolving the parties' motions, affirming the Award in its entirety, and directing the parties to prepare and submit this more detailed Order for the Court's review and signature.

DISCUSSION, FINDINGS AND CONCLUSIONS

The RJ's Motion to Vacate Arbitration Award

13. The first issue raised by the Review-Journal as the basis to vacate the Award focused on whether the Arbitrator disregarded the plain language of the JOA by failing to

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subtract editorial expenses from revenues in order to calculate EBITDA (earnings before interest, taxes, depreciation, and amortization) for the purposes of determining the Sun's share of profits under the JOA.

14. Under Nevada law, "[t]he party seeking to attack the validity of an arbitration award has the burden of proving, by clear and convincing evidence, the statutory or common-law ground relied upon for challenging the award." *Washoe Cty. Sch. Dist. v. White*, 133 Nev. 301, 303, 396 P.3d 834, 838 (2017) (quoting *Health Plan of Nev., Inc. v. Rainbow Med., LLC*, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004)). There are two common-law grounds recognized in Nevada under which a court may review private binding arbitration award: (1) whether the award is arbitrary, capricious, or unsupported by the agreement; and (2) whether the arbitrator manifestly disregarded the law." *Id.* at 306. The Nevada Supreme Court explained the distinction between the two as: "the former standard ensures that the arbitrator does not disregard the facts or the terms of the arbitration agreement," while "the latter standard ensures that the arbitrator recognizes applicable law." *Id.*

15. Moreover, "[j]udicial inquiry under the manifest-disregard-of-the-law standard is extremely limited." *Id.* When a party seeks to vacate an arbitration award based on manifest disregard of the law, they must show more than a mere objection to the results of the arbitration. *Id.* Consequently, the Court's focus is not on whether the Arbitrator correctly interpreted the law, but "whether the arbitrator, knowing the law and recognizing that the law required a particular result, simply disregarded the law." *Id.*

16. In the instant action, the Arbitrator was presented with the JOA's plain language and determined that under the JOA, editorial expenses should not be included in the EBITDA calculation. There appears to be a colorable justification for the Arbitrator's findings on this issue. The Arbitrator concluded:

> The term "Retention" was very similar to earnings before interest, taxes, depreciation and amortization (EBITDA). The prior (pre-2005) computation of "Retention" included Editorial Expenses of the RJ as allowable deductible expenses. On the other hand, a specific provision of the JOA (4.2), a provision which was new to the calculation in the 2005 JOA, specifically indicates that the RJ and Sun would each bear their own editorial costs meaning that the RJ would not, in keeping the books of the JOA, be permitted to deduct editorial

> expenses of the RJ in computing EBITDA of the JOA and the subsequent annual profits payments (if any) to the Sun. The weight of the evidence leads to the conclusion that the RJ has improperly deducted the RJ editorial expenses reducing the EBITDA of the JOA resulting in improperly low annual profits payments to the Sun.

17. Consequently, the Court finds that the Review-Journal has failed to meet its burden by clear and convincing evidence that the Arbitrator manifestly disregarded the JOA's contract provisions as to the deduction of editorial expenses.

18. Next, the Arbitrator considered Section 5.1.4 of the JOA to determine the impact of promotional activities and expense on the EBITDA. The Arbitrator concluded that under his interpretation of Section 5.1.4 there was evidence of impermissible deductions. The Arbitrator noted:

> The weight of the evidence indicated that the RJ charged all promotional expenses to the JOA (both expenses that would be allowed as promotion of both the RJ and Sun in equal prominence and additional promotional activities expenses of the RJ only) resulting in lower EBITDA and payments to the Sun. There was not enough evidence presented in this matter to make a definitive damages calculation of wrongfully charged additional promotional activities expenses by the RJ. A crucial element of a breach of contract action is the proof of damages beyond speculation. Fortunately, the "audit" awarded in this matter could determine the damages (and additional profits payments due), if any, from the RJ's charging of all (both proper and additional) promotional expenses to the JOA EBITDA. It is the finding of this tribunal that additional promotional activities may not be included in the expenses charged to the JOA EBITDA.

19. In light of the Arbitrator's analysis and reliance of Section 5.1.4 of the JOA, the Court finds that there is not clear and convincing evidence that the Arbitrator manifestly disregarded the JOA's contract provisions as to promotional activities and expenses.

20. Next, the Court reviews the Review-Journal's contentions that the Arbitrator exceeded his authority when he issued a two-page supplementary non-binding interpretation regarding the ordered audit.

21. In determining the grounds for invalidating an arbitration award based on the assertion that an Arbitrator exceeded his authority, in *Washoe*, the Nevada Supreme Court noted:

> "The Nevada Arbitration Act provides specific grounds for invalidating an arbitration award. NRS 38.241(1)(d) dictates that a court shall vacate an arbitration award if the arbitrator exceeded his powers." *Health Plan of Nev.*,

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> *Inc.*, 120 Nev. at 697, 100 P.3d at 178 (internal citation omitted). In particular, "[a]rbitrators exceed their powers when they address issues or make awards outside the scope of the governing contract." *Id.* "However, allegations that an arbitrator misinterpreted the agreement or made factual or legal errors do not support vacating an award as being in excess of the arbitrator's powers." *Id.* Moreover, "[a]rbitrators do not exceed their powers if their interpretation of an agreement, even if erroneous, is rationally grounded in the agreement." *Id.* at 698, 100 P.3d at 178. As such, "[t]he question is whether the arbitrator had the authority under the agreement to decide an issue, not whether the issue was correctly decided." *Id.* Therefore, "[a]n award should be enforced so long as the arbitrator is arguably construing or applying the contract" and "there is a colorable justification for the outcome." *Id.* Nonetheless, "[t]he deference accorded an arbitrator . . . is not limitless; he is not free to contradict the express language of the contract." *Int'l Ass'n of Firefighters, Local 1285 v. City of Las Vegas*, 107 Nev. 906, 910, 823 P.2d 877, 879 (1991).

Washoe, 133 Nev. at 304.

22. It must be pointed out that Appendix D to the JOA provides that the Sun has a right to a yearly audit as the Arbitrator noted:

> Appendix D to the JOA allowing for the Claimant to "...appoint an certified public accounting firm or law firm as Sun's representative to examine and audit the books and records of the Review-Journal and the other publications whose earnings are included in EBITDA for the purposes of verifying the determinations of the changes to the Annual Profit Payments..." (this provision has been referred to by both parties as "audit"). Respondent indicated that an "audit" has never been refused however the conduct of Respondent certainly has done just about everything possible to blunt, avoid, deter and postpone an "audit". In accordance with the scope of this tribunal's authority, Claimant's request for an "audit" is granted. Claimant may undertake the "audit" for the periods covered by this award (December 15, 2015 through March 31, 2018) and forward per the declaratory relief granted. Respondent had requested that this award, if an "audit" be directed, limit the scope and/or party to conduct the "audit". This award does not define the scope of the "audit" as part of the award as such specificity may be beyond the scope of the tribunal's authority.

23. In review of the Award, the Arbitrator ordered an audit but recognized there is no provision for the creation of audit rules or guidelines in the JOA. Additionally, the Arbitrator noted that neither party requested any of audit rules or guidelines provided in the Award. It is clear in review of the Award that the Arbitrator was well aware of the limits of his authority and simply suggested a non-binding legal evaluation and recommendation as to the guideline for an audit. Thus, the Arbitrator's non-binding legal opinion is not a sufficient basis to vacate the Award.

24. Next, the Court has to consider whether the Arbitrator issued an Award that was arbitrary and capricious. Under Nevada law, a court's review of the arbitrary-and-capricious

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standard is limited to whether the arbitrator's findings are supported by substantial evidence in the record. *Washoe*, 133 Nev. at 308. Further, "The arbitrary-and-capricious standard does not permit a reviewing court to vacate an arbitrator's award based on a misinterpretation of the law." *Id.*

25. As this Court has already found, the Arbitrator based his rulings on his interpretations of the JOA. Under the facts of this case and the JOA, there is substantial evidence to support the Award.

The Sun's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part

26. After reviewing Section 5.1.4, the Arbitrator determined that House Ads were not additional promotional activities and expenses. The Sun argues that the Arbitrator's ruling is arbitrary and capricious and a manifest disregard of the law. Nonetheless, the Court finds that the Arbitrator did consider section 5.1.4 in relation to House Ads, and as a result the Court affirms the Award on this issue.

27. Additionally, after weighing the evidence in this matter, the Arbitrator denied the Sun's claims for tortious breach of the implied covenant of good faith and fair dealing. The Court again reiterates that its inquiry under the manifest-disregard-of-the law standard is extremely limited. Consequently, the Court will not reassess and weigh the evidence that the Arbitrator relied on to make his decision. It is clear to the Court that the Arbitrator understood that there is a distinction between contract and tort claims, and the unique nature of the covenant of good faith and fair dealing as it relates to contracts versus torts. Further, the Arbitrator noted the sections of the JOA to which the tort claims potentially applied. Although it is not set forth in detail, the Arbitrator evaluated the parties' unique relationship, and he determined there was insufficient evidence of intentional conduct on this issue. Therefore, he found that the Review-Journal's conduct "does not qualify for tortious breach." Consequently, with respect to the Sun's claim for tortious breach of the implied covenant of good faith and fair dealing, the Court finds that the Arbitrator did not manifestly disregard the law or the JOA, and the decision was not arbitrary and capricious.

28. Also, the Arbitrator noted that both parties requested attorneys' fees, costs and the cost of arbitration; but, found that no provision in the JOA addressed awarding attorneys' fees and costs in connection with this matter. Rather, the Arbitrator interpreted Appendix D of the JOA and found that Appendix D addressed the award of arbitration fees and costs. As a consequence, the Arbitrator awarded only fees and costs of the arbitration. Thus, the Court finds that the Arbitrator did consider the entire JOA and more specifically Appendix D to support his ruling. Accordingly, the Court affirms the Arbitrator's ruling on attorneys' fees and costs.

29. Lastly, the Sun argues that the Arbitrator failed to enter a ruling on whether the Review-Journal breached the JOA audit provision. However, the Arbitrator determined that the Review-Journal has never refused to conduct an audit. Therefore, the Arbitrator simply ordered that an audit be conducted and this decision is affirmed.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Arbitration Award is confirmed in its entirety.

IT IS FURTHER ORDERED that Defendants Review-Journal's Motion to Vacate the Arbitration Award is DENIED.

IT IS FURTHER ORDERED that Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part the Sun's Motion to Vacate the Arbitration Award is GRANTED IN PART and DENIED IN PART as provided for herein.

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IT IS FURTHER ORDERED that Defendants News+Media Capital Group LLC and Las Vegas-Review Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part is GRANTED IN PART and DENIED IN PART as provided for herein.

Dated this 22nd day of January, 2020.

The Honorable Timothy C. Williams

Submitted by:

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EXHIBIT 2

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: 16 **NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD**
LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation, Counterclaimant, v. LAS VEGAS SUN, INC., a Nevada corporation, Counter-defendant.	

Case Number: A-18-772591-B

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the **FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD** was entered in the above-entitled matter on January 28, 2020, a copy of which is attached hereto.

DATED this 28th day of January, 2020.

KEMP, JONES & COULTHARD, LLP

/s/ Michael Gayan

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CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of January, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD** via the Court's electronic filing system only, pursuant to the Nevada Electronic Filing and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic service list.

/s/ Pamela Montgomery

An Employee of Kemp, Jones & Coulthard, LLP

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation,

Plaintiff,

v.

NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company,

Defendants.

LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation,

Counterclaimant,

v.

LAS VEGAS SUN, INC., a Nevada corporation,

Counter-defendant.

Case No.: A-18-772591-B
Dept. No.: XVI

~~[PROPOSED]~~ FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD

Hearing Date: October 22, 2019

JAN 03 2020

Case Number: A-18-772591-B

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This matter came before the Court on October 22, 2019, at 1:30 P.M., with all parties appearing by and through their counsel of record, on (a) Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part, (b) Defendants News+Media Capital Group LLC's and Las Vegas-Review Journal, Inc.'s Motion to Vacate the Arbitration Award, and (c) Defendants News+Media Capital Group LLC's and Las Vegas-Review Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part (collectively, the "Motions").

The Court, having considered the papers filed in support of and in opposition to the Motions, having heard arguments of counsel, and for good cause appearing, enters the following findings, conclusions and Order:[1]

BACKGROUND

1. On June 10, 2005, Plaintiff Las Vegas Sun, Inc. (the "Sun") and Defendant Las Vegas Review-Journal, Inc.'s predecessor executed a joint operating arrangement (the "JOA").

The Sun's Complaint and the Arbitration

2. On April 10, 2018, Plaintiff Las Vegas Sun, Inc. (the "Sun") filed its Complaint against Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc. (collectively, the "Review-Journal") in the above-captioned matter regarding disputes related to the JOA, and moved this Court to compel arbitration of certain (but not all) claims outlined in the Complaint.

3. This Court granted the Sun's motion to compel arbitration via an order entered on November 21, 2018.

4. In the arbitration proceedings, the parties engaged in discovery, submitted written briefs, and presented arguments and evidence before the Arbitrator.

5. After a multi-day arbitration hearing, the Arbitrator issued a Final Award of

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[1] Any finding of fact more properly characterized as a conclusion of law shall be deemed so. Any conclusion of law more properly characterized as a finding of fact shall be deemed so.

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Arbitrator on July 2, 2019 (the "Award").

The Arbitration Award

6. The Award contains the Arbitrator's rulings on the following claims and requests for relief: (a) the Sun's requests for declaratory relief related to interpretation of various JOA provisions (i.e., Section 4.2, Section 5.1.4, and the audit provision in Appendix D); (b) the Sun's breach of contract claims related to those same sections of the JOA; (c) the Sun's claim for tortious breach of the implied covenant of good faith and fair dealing related to those same sections of the JOA; and (d) both parties' requests for an award of attorneys' fees and costs related to the arbitration proceedings. The full contents of the Award are the subject of various motions to seal pending before this Court.

The Parties' Motions to Confirm/Vacate the Award

7. On September 13, 2019, the Sun filed its Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (the "Sun's Motion").

8. On September 18, 2019, the Review-Journal filed its Motion to Vacate Arbitration Award.

9. On September 30, 2019, the Review-Journal filed its opposition to the Sun's Motion along with a Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part.

10. By October 11, 2019, the parties completed briefing the motions.

11. On October 22, 2019, this Court heard arguments on the parties' motions.

12. On December 4, 2019, this Court issued its six-page Minute Order resolving the parties' motions, affirming the Award in its entirety, and directing the parties to prepare and submit this more detailed Order for the Court's review and signature.

DISCUSSION, FINDINGS AND CONCLUSIONS

The RJ's Motion to Vacate Arbitration Award

13. The first issue raised by the Review-Journal as the basis to vacate the Award focused on whether the Arbitrator disregarded the plain language of the JOA by failing to

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subtract editorial expenses from revenues in order to calculate EBITDA (earnings before interest, taxes, depreciation, and amortization) for the purposes of determining the Sun's share of profits under the JOA.

14. Under Nevada law, "[t]he party seeking to attack the validity of an arbitration award has the burden of proving, by clear and convincing evidence, the statutory or common-law ground relied upon for challenging the award." *Washoe Cty. Sch. Dist. v. White*, 133 Nev. 301, 303, 396 P.3d 834, 838 (2017) (quoting *Health Plan of Nev., Inc. v. Rainbow Med., LLC*, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004)). There are two common-law grounds recognized in Nevada under which a court may review private binding arbitration award: (1) whether the award is arbitrary, capricious, or unsupported by the agreement; and (2) whether the arbitrator manifestly disregarded the law." *Id.* at 306. The Nevada Supreme Court explained the distinction between the two as: "the former standard ensures that the arbitrator does not disregard the facts or the terms of the arbitration agreement," while "the latter standard ensures that the arbitrator recognizes applicable law." *Id.*

15. Moreover, "[j]udicial inquiry under the manifest-disregard-of-the-law standard is extremely limited." *Id.* When a party seeks to vacate an arbitration award based on manifest disregard of the law, they must show more than a mere objection to the results of the arbitration. *Id.* Consequently, the Court's focus is not on whether the Arbitrator correctly interpreted the law, but "whether the arbitrator, knowing the law and recognizing that the law required a particular result, simply disregarded the law." *Id.*

16. In the instant action, the Arbitrator was presented with the JOA's plain language and determined that under the JOA, editorial expenses should not be included in the EBITDA calculation. There appears to be a colorable justification for the Arbitrator's findings on this issue. The Arbitrator concluded:

> The term "Retention" was very similar to earnings before interest, taxes, depreciation and amortization (EBITDA). The prior (pre-2005) computation of "Retention" included Editorial Expenses of the RJ as allowable deductible expenses. On the other hand, a specific provision of the JOA (4.2), a provision which was new to the calculation in the 2005 JOA, specifically indicates that the RJ and Sun would each bear their own editorial costs meaning that the RJ would not, in keeping the books of the JOA, be permitted to deduct editorial

> expenses of the RJ in computing EBITDA of the JOA and the subsequent annual profits payments (if any) to the Sun. The weight of the evidence leads to the conclusion that the RJ has improperly deducted the RJ editorial expenses reducing the EBITDA of the JOA resulting in improperly low annual profits payments to the Sun.

17. Consequently, the Court finds that the Review-Journal has failed to meet its burden by clear and convincing evidence that the Arbitrator manifestly disregarded the JOA's contract provisions as to the deduction of editorial expenses.

18. Next, the Arbitrator considered Section 5.1.4 of the JOA to determine the impact of promotional activities and expense on the EBITDA. The Arbitrator concluded that under his interpretation of Section 5.1.4 there was evidence of impermissible deductions. The Arbitrator noted:

> The weight of the evidence indicated that the RJ charged all promotional expenses to the JOA (both expenses that would be allowed as promotion of both the RJ and Sun in equal prominence and additional promotional activities expenses of the RJ only) resulting in lower EBITDA and payments to the Sun. There was not enough evidence presented in this matter to make a definitive damages calculation of wrongfully charged additional promotional activities expenses by the RJ. A crucial element of a breach of contract action is the proof of damages beyond speculation. Fortunately, the "audit" awarded in this matter could determine the damages (and additional profits payments due), if any, from the RJ's charging of all (both proper and additional) promotional expenses to the JOA EBITDA. It is the finding of this tribunal that additional promotional activities may not be included in the expenses charged to the JOA EBITDA.

19. In light of the Arbitrator's analysis and reliance of Section 5.1.4 of the JOA, the Court finds that there is not clear and convincing evidence that the Arbitrator manifestly disregarded the JOA's contract provisions as to promotional activities and expenses.

20. Next, the Court reviews the Review-Journal's contentions that the Arbitrator exceeded his authority when he issued a two-page supplementary non-binding interpretation regarding the ordered audit.

21. In determining the grounds for invalidating an arbitration award based on the assertion that an Arbitrator exceeded his authority, in *Washoe*, the Nevada Supreme Court noted:

> "The Nevada Arbitration Act provides specific grounds for invalidating an arbitration award. NRS 38.241(1)(d) dictates that a court shall vacate an arbitration award if the arbitrator exceeded his powers." *Health Plan of Nev.*,

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> *Inc.*, 120 Nev. at 697, 100 P.3d at 178 (internal citation omitted). In particular, "[a]rbitrators exceed their powers when they address issues or make awards outside the scope of the governing contract." *Id.* "However, allegations that an arbitrator misinterpreted the agreement or made factual or legal errors do not support vacating an award as being in excess of the arbitrator's powers." *Id.* Moreover, "[a]rbitrators do not exceed their powers if their interpretation of an agreement, even if erroneous, is rationally grounded in the agreement." *Id.* at 698, 100 P.3d at 178. As such, "[t]he question is whether the arbitrator had the authority under the agreement to decide an issue, not whether the issue was correctly decided." *Id.* Therefore, "[a]n award should be enforced so long as the arbitrator is arguably construing or applying the contract" and "there is a colorable justification for the outcome." *Id.* Nonetheless, "[t]he deference accorded an arbitrator . . . is not limitless; he is not free to contradict the express language of the contract." *Int'l Ass'n of Firefighters, Local 1285 v. City of Las Vegas*, 107 Nev. 906, 910, 823 P.2d 877, 879 (1991).

Washoe, 133 Nev. at 304.

22. It must be pointed out that Appendix D to the JOA provides that the Sun has a right to a yearly audit as the Arbitrator noted:

> Appendix D to the JOA allowing for the Claimant to "...appoint an certified public accounting firm or law firm as Sun's representative to examine and audit the books and records of the Review-Journal and the other publications whose earnings are included in EBITDA for the purposes of verifying the determinations of the changes to the Annual Profit Payments..." (this provision has been referred to by both parties as "audit"). Respondent indicated that an "audit" has never been refused however the conduct of Respondent certainly has done just about everything possible to blunt, avoid, deter and postpone an "audit". In accordance with the scope of this tribunal's authority, Claimant's request for an "audit" is granted. Claimant may undertake the "audit" for the periods covered by this award (December 15, 2015 through March 31, 2018) and forward per the declaratory relief granted. Respondent had requested that this award, if an "audit" be directed, limit the scope and/or party to conduct the "audit". This award does not define the scope of the "audit" as part of the award as such specificity may be beyond the scope of the tribunal's authority.

23. In review of the Award, the Arbitrator ordered an audit but recognized there is no provision for the creation of audit rules or guidelines in the JOA. Additionally, the Arbitrator noted that neither party requested any of audit rules or guidelines provided in the Award. It is clear in review of the Award that the Arbitrator was well aware of the limits of his authority and simply suggested a non-binding legal evaluation and recommendation as to the guideline for an audit. Thus, the Arbitrator's non-binding legal opinion is not a sufficient basis to vacate the Award.

24. Next, the Court has to consider whether the Arbitrator issued an Award that was arbitrary and capricious. Under Nevada law, a court's review of the arbitrary-and-capricious

standard is limited to whether the arbitrator's findings are supported by substantial evidence in the record. *Washoe*, 133 Nev. at 308. Further, "The arbitrary-and-capricious standard does not permit a reviewing court to vacate an arbitrator's award based on a misinterpretation of the law." *Id.*

25. As this Court has already found, the Arbitrator based his rulings on his interpretations of the JOA. Under the facts of this case and the JOA, there is substantial evidence to support the Award.

The Sun's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part

26. After reviewing Section 5.1.4, the Arbitrator determined that House Ads were not additional promotional activities and expenses. The Sun argues that the Arbitrator's ruling is arbitrary and capricious and a manifest disregard of the law. Nonetheless, the Court finds that the Arbitrator did consider section 5.1.4 in relation to House Ads, and as a result the Court affirms the Award on this issue.

27. Additionally, after weighing the evidence in this matter, the Arbitrator denied the Sun's claims for tortious breach of the implied covenant of good faith and fair dealing. The Court again reiterates that its inquiry under the manifest-disregard-of-the law standard is extremely limited. Consequently, the Court will not reassess and weigh the evidence that the Arbitrator relied on to make his decision. It is clear to the Court that the Arbitrator understood that there is a distinction between contract and tort claims, and the unique nature of the covenant of good faith and fair dealing as it relates to contracts versus torts. Further, the Arbitrator noted the sections of the JOA to which the tort claims potentially applied. Although it is not set forth in detail, the Arbitrator evaluated the parties' unique relationship, and he determined there was insufficient evidence of intentional conduct on this issue. Therefore, he found that the Review-Journal's conduct "does not qualify for tortious breach." Consequently, with respect to the Sun's claim for tortious breach of the implied covenant of good faith and fair dealing, the Court finds that the Arbitrator did not manifestly disregard the law or the JOA, and the decision was not arbitrary and capricious.

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28. Also, the Arbitrator noted that both parties requested attorneys' fees, costs and the cost of arbitration; but, found that no provision in the JOA addressed awarding attorneys' fees and costs in connection with this matter. Rather, the Arbitrator interpreted Appendix D of the JOA and found that Appendix D addressed the award of arbitration fees and costs. As a consequence, the Arbitrator awarded only fees and costs of the arbitration. Thus, the Court finds that the Arbitrator did consider the entire JOA and more specifically Appendix D to support his ruling. Accordingly, the Court affirms the Arbitrator's ruling on attorneys' fees and costs.

29. Lastly, the Sun argues that the Arbitrator failed to enter a ruling on whether the Review-Journal breached the JOA audit provision. However, the Arbitrator determined that the Review-Journal has never refused to conduct an audit. Therefore, the Arbitrator simply ordered that an audit be conducted and this decision is affirmed.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Arbitration Award is confirmed in its entirety.

IT IS FURTHER ORDERED that Defendants Review-Journal's Motion to Vacate the Arbitration Award is DENIED.

IT IS FURTHER ORDERED that Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part the Sun's Motion to Vacate the Arbitration Award is GRANTED IN PART and DENIED IN PART as provided for herein.

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IT IS FURTHER ORDERED that Defendants News+Media Capital Group LLC and Las Vegas-Review Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part is GRANTED IN PART and DENIED IN PART as provided for herein.

Dated this 22nd day of January, 2020.

The Honorable Timothy C. Williams

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EXHIBIT 3

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, vs. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company; Defendants.	**CASE NO.: A-18-772591-B** **DEPT.: 16** **JUDGMENT**
LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation, Counterclaimant, vs. LAS VEGAS SUN, INC., a Nevada corporation, Counter-Defendant.	

FEB 0 6 2020

Case Number: A-18-772591-B

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Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or Alternatively, Modify or Correct the Award, in Part; Defendants News+Media Capital Group LLC's and Las Vegas Review-Journal, Inc.'s Motion to Vacate the Arbitration Award; and Defendants News+Media Capital Group, LLC's and Las Vegas Review-Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part and to Vacate the Award, in Part, came on for hearing before the Court, the Honorable Timothy C. Williams presiding, and good cause appearing, **the Court finds as follows:**

On January 28, 2020, this Court entered its Findings of Facts, Conclusions of Law, and Order Affirming the Arbitration Award, which, *inter alia*, confirmed the arbitrator's award of $1,662,720 in damages on Plaintiff Las Vegas Sun, Inc.'s Third Claim for Relief (Breach of Contract—Editorial Costs: Section 4.2 and Related Provisions), and $261,459.94 of simple interest on this damages award through January 28, 2020, against Defendants News+Media Capital Group LLC's and Las Vegas Review-Journal, Inc.

On January 28, 2020, this Court entered its Findings of Facts, Conclusions of Law, and Order Affirming the Arbitration Award, which, *inter alia*, confirmed the arbitrator's award of $40,666.38 in fees and costs of arbitration to Plaintiff Las Vegas Sun, Inc., against Defendants News+Media Capital Group LLC's and Las Vegas Review Journal, Inc.

IT IS HEREBY ORDERED AND ADJUDGED that judgment, pursuant to NRS 38.243(1), is entered in favor of Las Vegas Sun, Inc., in the amount of $1,924,179.94, with post-judgment interest of $250.54 per day accruing thereon from January 28, 2020, until paid in full.

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Lewis Roca ROTHGERBER CHRISTIE
One East Liberty Street, Suite 300
Reno, NV 89501-2128

IT IS HEREBY FURTHER ORDERED AND ADJUDGED that judgment, pursuant to NRS 38.243(1), is entered in favor of Las Vegas Sun, Inc., in the amount of $40,666.38, with post-judgment interest accruing thereon from January 28, 2020, until paid in full, as contemplated by NRS 17.130(2).

DATED this 10 day of Feb, 2020.

DISTRICT COURT JUDGE

Submitted by:

/s/ Kristen L. Martini
E. LEIF REID, Bar No. 5750
KRISTEN L. MARTINI, Bar No. 11272
NICOLE SCOTT, Bar No. 13757
LEWIS ROCA ROTHGERBER CHRISTIE LLP
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JAMES J. PISANELLI, Bar No. 4027
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Attorneys for Plaintiff/Counter-Defendant

Lewis Roca ROTHGERBER CHRISTIE
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EXHIBIT 4

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2/18/2020 12:46 PM
Steven D. Grierson
CLERK OF THE COURT

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TLB@pisanellibice.com
JTS@pisanellibice.com

Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation,

Plaintiff,

v.

NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company;,

Defendants.

CASE NO.: A-18-772591-B

DEPT.: 16

NOTICE OF ENTRY OF JUDGMENT

/ / /

Lewis Roca ROTHGERBER CHRISTIE
One East Liberty Street, Suite 300
Reno, NV 89501-2128

Case Number: A-18-772591-B

PLEASE TAKE NOTICE that a "Judgment" was entered on February 18, 2020. A copy of the Judgment is attached hereto.

DATED this 18th day of February, 2020.

By: */s/ Kristen L. Martini*

E. LEIF REID, Bar No. 5750
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I certify that I am an employee of LEWIS ROCA ROTHGERBER CHRISTIE LLP, and that on this date, I caused the foregoing **NOTICE OF ENTRY OF JUDGMENT** to be served by electronically filing the foregoing with the Odyssey electronic filing system, which will send notice of electronic filing to the following:

Richard J. Stone
David R. Singer
Amy M. Gallegos
JENNER & BLOCK LLP
633 West 5th Street, Suite 3600
Los Angeles, California 90071

J. Randall Jones, Esq., SBN 1927
Michael J. Gayan, Esq., SBN 11135
Monah Kaveh, Esq., SBN 11825
KEMP, JONES & COULTHARD, LLP
3880 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169

DATED this 18th day of February, 2020.

/s/ Autumn D. McDannald
Employee of Lewis Roca Rothgerber Christie LLP

Lewis Roca ROTHGERBER CHRISTIE
One East Liberty Street, Suite 300
Reno, NV 89501-2128

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2/18/2020 12:25 PM
Steven D. Grierson
CLERK OF THE COURT

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Attorneys for Plaintiff/Counter-Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, vs. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company; Defendants.	**CASE NO.: A-18-772591-B** **DEPT.: 16** **JUDGMENT**
LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation, Counterclaimant, vs. LAS VEGAS SUN, INC., a Nevada corporation, Counter-Defendant.	

FEB 0 6 2020

Case Number: A-18-772591-B

Lewis Roca ROTHGERBER CHRISTIE
One East Liberty Street, Suite 300
Reno, NV 89501-2128

Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or Alternatively, Modify or Correct the Award, in Part; Defendants News+Media Capital Group LLC's and Las Vegas Review-Journal, Inc.'s Motion to Vacate the Arbitration Award; and Defendants News+Media Capital Group, LLC's and Las Vegas Review-Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part and to Vacate the Award, in Part, came on for hearing before the Court, the Honorable Timothy C. Williams presiding, and good cause appearing, **the Court finds as follows:**

On January 28, 2020, this Court entered its Findings of Facts, Conclusions of Law, and Order Affirming the Arbitration Award, which, *inter alia*, confirmed the arbitrator's award of $1,662,720 in damages on Plaintiff Las Vegas Sun, Inc.'s Third Claim for Relief (Breach of Contract—Editorial Costs: Section 4.2 and Related Provisions), and $261,459.94 of simple interest on this damages award through January 28, 2020, against Defendants News+Media Capital Group LLC's and Las Vegas Review-Journal, Inc.

On January 28, 2020, this Court entered its Findings of Facts, Conclusions of Law, and Order Affirming the Arbitration Award, which, *inter alia*, confirmed the arbitrator's award of $40,666.38 in fees and costs of arbitration to Plaintiff Las Vegas Sun, Inc., against Defendants News+Media Capital Group LLC's and Las Vegas Review Journal, Inc.

IT IS HEREBY ORDERED AND ADJUDGED that judgment, pursuant to NRS 38.243(1), is entered in favor of Las Vegas Sun, Inc., in the amount of $1,924,179.94, with post-judgment interest of $250.54 per day accruing thereon from January 28, 2020, until paid in full.

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Lewis Roca
ROTHGERBER CHRISTIE
One East Liberty Street, Suite 300
Reno, NV 89501-2128

IT IS HEREBY FURTHER ORDERED AND ADJUDGED that judgment, pursuant to NRS 38.243(1), is entered in favor of Las Vegas Sun, Inc., in the amount of $40,666.38, with post-judgment interest accruing thereon from January 28, 2020, until paid in full, as contemplated by NRS 17.130(2).

DATED this 10 day of Feb, 2020.

DISTRICT COURT JUDGE

Submitted by:

/s/ Kristen L. Martini
E. LEIF REID, Bar No. 5750
KRISTEN L. MARTINI, Bar No. 11272
NICOLE SCOTT, Bar No. 13757
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Attorneys for Plaintiff/Counter-Defendant

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2/28/2020 4:05 PM
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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: XVI **NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S AMENDED CASE APPEAL STATEMENT**
LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation, Counterclaimant, v. LAS VEGAS SUN, INC., a Nevada corporation, Counter-defendant.	

Case Number: A-18-772591-B

KEMP JONES, LLP
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Las Vegas, Nevada 89169
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kjc@kempjones.com

Defendant News+Media Capital Group LLC and Defendant/Counterclaimant Las Vegas Review-Journal, Inc., by and through their counsel of record, Kemp Jones, LLP, and Jenner & Block, hereby file this Amended Case Appeal Statement regarding their Amended Notice of Appeal pursuant to Nevada Rule of Appellate Procedure 3(f):

1. Name of appellants filing this Amended Case Appeal Statement:

News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.

2. Identify the judge issuing the decision, judgment or order appealed from:

Honorable District Court Judge Timothy C. Williams, Eighth Judicial District Court, Clark County, Nevada

3. Identify each appellant and the name and address of counsel for each appellant:

News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.

Represented by: J. Randall Jones, Esq., (#1927)
Michael J. Gayan, Esq. (#11135)
Mona Kaveh, Esq. (#11825)
KEMP JONES, LLP
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169

Richard L. Stone, Esq. (*pro hac vice*)
David R. Singer, Esq. (*pro hac vice*)
Amy M. Gallegos, Esq. (*pro hac vice*)
JENNER & BLOCK
633 West 5th Street, Suite 3600
Los Angeles, California 90071-2054

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, provide the name and address of that respondent's trial counsel):

Las Vegas Sun, Inc.

Represented by: E. Leif Reed, Esq. (#5750)
Kristen L. Martini, Esq. (#11272)
Nicole Scott, Esq. (#13757)
LEWIS ROCA ROTHGERBER CHRISTIE LLP
One East Liberty Street, Suite 300
Reno, Nevada 89501-2128

James J. Pisanelli, Esq. (#4027)
Todd L. Bice, Esq. (#4534)
Jordan T. Smith, Esq. (#12097)
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada, and if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission):

Richard L. Stone, Esq., David R. Singer, Esq., and Amy M. Gallegos, Esq. were granted permission to appear before the district court under SCR 42. The Orders granting such permission are attached hereto as **Exhibit 1**.

6. Indicate whether appellant was represented by appointed or retained counsel in the district court:

News+Media Capital Group LLC and Las Vegas Review-Journal, Inc. were represented by retained counsel in the district court.

7. Indicate whether appellant is represented by appointed or retained counsel on appeal:

News+Media Capital Group LLC and Las Vegas Review-Journal, Inc. are represented by retained counsel on appeal.

8. Indicate whether appellant was granted leave to proceed in forma pauperis, and if so, the date of the district court's order granting such leave:

News+Media Capital Group LLC and Las Vegas Review-Journal, Inc. did not request and was not granted leave to proceed in forma pauperis.

9. Indicate the date that the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed):

Las Vegas Sun, Inc. filed its Complaint in the district court on April 10, 2018.

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10. Provide a brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:

On June 10, 2005, Plaintiff Las Vegas Sun, Inc. (the "Sun") and Defendant Las Vegas Review-Journal, Inc.'s predecessor executed a joint operating arrangement (the "JOA"). On April 10, 2018, the Sun filed a Complaint against News+Media Capital Group LLC and Las Vegas Review-Journal, Inc. (collectively, "Review-Journal") regarding disputes related to the JOA, and moved the district court to compel arbitration of certain (but not all) claims in the Complaint. The district court granted the Sun's motion to compel arbitration via an order entered on November 21, 2018. The Arbitrator issued a Final Award of Arbitrator dated July 2, 2019 (the "Award"). The Award contains the Arbitrator's rulings on the following claims and requests for relief: (a) the Sun's requests for declaratory relief related to interpretation of various JOA provisions (i.e., Appendix D, Section 4.2 and Section 5.1.4); (b) the Sun's breach of contract claims related to those same sections of the JOA; (c) the Sun's claim for tortious breach of the implied covenant of good faith and fair dealing related to those same sections of the JOA; and (d) both parties' requests for an award of attorneys' fees and costs related to the arbitration proceedings. The full contents of the Award are the subject of various motions to seal pending before the district court.

On September 13, 2019, the Sun filed its Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (the "Sun's Motion"). On September 18, 2019, the Review-Journal filed its Motion to Vacate Arbitration Award. On September 30, 2019, the Review-Journal filed its opposition to the Sun's Motion along with a Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part. On December 4, 2019, the district court issued its six-page Minute Order resolving the parties' motions, affirming the Award in its entirety, and directing the parties to prepare and submit a more detailed order containing findings of fact and conclusions of law for the district court's review and signature. On January 28, 2020, the district court entered its Findings of Facts, Conclusions of Law, And Order Affirming the Arbitration Award ("Order"), with the

Notice of Entry of Order being filed on January 28, 2020. Pursuant to NRS 38.247, the Review-Journal filed its Notice of Appeal of the Order on January 28, 2020.

On February 18, 2020, the district court entered the Judgment, with the Notice of Entry of Judgment being filed on February 18, 2020. The Review-Journal filed its Amended Notice of Appeal to include the Judgment on February 28, 2020.

11. Indicate whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court or Court of Appeals and, if so, the caption and docket number of the prior proceeding:

This case has not previously been the subject of an appeal to or original writ proceeding in the Supreme Court or Court of Appeals.

12. Indicate whether this appeal involves child custody or visitation:

This appeal does not involve child custody or visitation.

13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

This appeal involves the possibility of settlement.

DATED this 28th day of February, 2020.

KEMP JONES, LLP

/s/ J. Randall Jones

J. Randall Jones, Esq., (#1927)
Michael J. Gayan, Esq. (#11135)
Mona Kaveh, Esq. (#11825)
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Attorneys for Defendants/Counterclaimant

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(702) 385-6000 • Fax (702) 385-6001
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CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of February, 2020, I served a true and correct copy of the foregoing **NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S AMENDED CASE APPEAL STATEMENT** via the Court's electronic filing system only, pursuant to the Nevada Electronic Filing and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic service list.

/s/ Pamela Montgomery
An Employee of Kemp Jones, LLP

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EXHIBIT 1

Electronically Filed
9/26/2019 10:54 AM
Steven D. Grierson
CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: XVI **NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE (RICHARD LEE STONE, ESQ.)**

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **ORDER ADMITTING TO PRACTICE (RICHARD LEE STONE, ESQ.)** was entered in the above

///

Case Number: A-18-772591-B

entitled matter on September 25, 2019, a copy of which is attached hereto.

DATED this 26th day of September, 2019.

KEMP, JONES & COULTHARD, LLP

/s/ Michael Gayan

J. Randall Jones, Esq., (#1927)
Michael J. Gayan, Esq. (#11135)
Mona Kaveh, Esq., (#11825)
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Richard L. Stone, Esq. (*pro hac vice*)
David R. Singer, Esq. (*pro hac vice*)
Amy M. Gallegos, Esq. (*pro hac vice*)
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Attorneys for Defendants

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kjc@kempjones.com

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of September, 2019, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE (RICHARD LEE STONE, ESQ.)** via the Court's electronic filing system only, pursuant to the Nevada Electronic Filing and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic service list.

/s/ Pamela Montgomery

An Employee of Kemp, Jones & Coulthard, LLP

Electronically Filed
9/25/2019 3:00 PM
Steven D. Grierson
CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: XVI **ORDER ADMITTING TO PRACTICE (RICHARD LEE STONE, ESQ.)**

RICHARD LEE STONE, ESQ., having filed his Motion to Associate Counsel under Nevada Supreme Court Rule 42, together with a Verified Application for Association of Counsel, a Certificate of Good Standing for the State of California, and the State Bar of Nevada Statement; said application having been noticed, no objections having been made, and the Court being fully apprised in the premises, and good cause appearing, it is hereby

Case Number: A-18-772591-B

ORDERED, that said application is hereby granted, and **RICHARD LEE STONE, ESQ.,** is hereby admitted to practice in the above entitled Court for the purposed of the above entitled matter only.

DATED this 25th day of September, 2019.

DISTRICT COURT JUDGE

Respectfully submitted,

KEMP, JONES & COULTHARD, LLP

J. Randall Jones, Esq., (#1927)
Michael J. Gayan, Esq. (#11135)
Mona Kaveh, Esq., (#11825)
3800 Howard Hughes Parkway, 17th Floor
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Richard L. Stone, Esq. *(Pro Hac Vice Pending)*
Amy M. Gallegos, Esq. *(Pro Hac Vice Pending)*
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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: XVI **NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE (DAVID RANSEN SINGER, ESQ.)**

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **ORDER ADMITTING TO PRACTICE (DAVID RANSEN SINGER, ESQ.)** was entered in the

/ / /

Case Number: A-18-772591-B

above entitled matter on September 25, 2019, a copy of which is attached hereto.

DATED this 26th day of September, 2019.

KEMP, JONES & COULTHARD, LLP

/s/ Michael Gayan

J. Randall Jones, Esq., (#1927)
Michael J. Gayan, Esq. (#11135)
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Attorneys for Defendants

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(702) 385-6000 • Fax (702) 385-6001
kic@kempjones.com

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of September, 2019, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE (DAVID RANSEN SINGER, ESQ.)** via the Court's electronic filing system only, pursuant to the Nevada Electronic Filing and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic service list.

/s/ Pamela Montgomery

An Employee of Kemp, Jones & Coulthard, LLP

Electronically Filed
9/25/2019 3:00 PM
Steven D. Grierson
CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: XVI **ORDER ADMITTING TO PRACTICE (DAVID RANSEN SINGER, ESQ.)**

DAVID RANSEN SINGER, ESQ., having filed his Motion to Associate Counsel under Nevada Supreme Court Rule 42, together with a Verified Application for Association of Counsel, a Certificate of Good Standing for the State of California, and the State Bar of Nevada Statement; said application having been noticed, no objections having been made, and the Court being fully apprised in the premises, and good cause appearing, it is hereby

Case Number: A-18-772591-B

ORDERED, that said application is hereby granted, and **DAVID RANSEN SINGER, ESQ.,** is hereby admitted to practice in the above entitled Court for the purposed of the above entitled matter only.

DATED this 25th day of September, 2019.

DISTRICT COURT JUDGE

Respectfully submitted,

KEMP, JONES & COULTHARD, LLP

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: XVI **NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE (AMY MARSHALL GALLEGOS, ESQ.)**

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **ORDER ADMITTING TO PRACTICE (AMY MARSHALL GALLEGOS, ESQ.)** was entered in the

///

Case Number: A-18-772591-B

above entitled matter on September 25, 2019, a copy of which is attached hereto.

DATED this 26th day of September, 2019.

KEMP, JONES & COULTHARD, LLP

/s/ Michael Gayan

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CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of September, 2019, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE (AMY MARSHALL GALLEGOS, ESQ.)** via the Court's electronic filing system only, pursuant to the Nevada Electronic Filing and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic service list.

/s/ Pamela Montgomery

An Employee of Kemp, Jones & Coulthard, LLP

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9/25/2019 3:00 PM
Steven D. Grierson
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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: XVI **ORDER ADMITTING TO PRACTICE (AMY MARSHALL GALLEGOS, ESQ.)**

AMY MARSHALL GALLEGOS, ESQ., having filed his Motion to Associate Counsel under Nevada Supreme Court Rule 42, together with a Verified Application for Association of Counsel, a Certificate of Good Standing for the State of California, and the State Bar of Nevada Statement; said application having been noticed, no objections having been made, and the Court being fully apprised in the premises, and good cause appearing, it is hereby

Case Number: A-18-772591-B

ORDERED, that said application is hereby granted, and **AMY MARSHALL GALLEGOS, ESQ.**, is hereby admitted to practice in the above entitled Court for the purposed of the above entitled matter only.

DATED this 25th day of September, 2019.

DISTRICT COURT JUDGE

Respectfully submitted,

KEMP, JONES & COULTHARD, LLP

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EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-18-772591-B

Las Vegas Sun Inc, Plaintiff(s)	§	Location:	**Department 16**
vs.	§	Judicial Officer:	**Williams, Timothy C.**
News+Media Capital Group LLC, Defendant(s)	§	Filed on:	**04/10/2018**
	§	Case Number History:	
	§	Cross-Reference Case Number:	**A772591**
	§	Supreme Court No.:	**80511**

CASE INFORMATION

Case Type: **Other Business Court Matters**

Case Status: **04/10/2018 Open**

DATE — CASE ASSIGNMENT

Current Case Assignment

Case Number	A-18-772591-B
Court	Department 16
Date Assigned	08/27/2018
Judicial Officer	Williams, Timothy C.

PARTY INFORMATION

		Lead Attorneys
Plaintiff	**Las Vegas Sun Inc**	**Reid, Leif** *Retained* 702-823-2900(W)
Defendant	**Las Vegas Review-Journal Inc**	**Jones, Jon Randall** *Retained* 7023856000(W)
	News+Media Capital Group LLC	**Jones, Jon Randall** *Retained* 7023856000(W)
Counter Claimant	**Las Vegas Review-Journal Inc**	**Jones, Jon Randall** *Retained* 7023856000(W)
Counter Defendant	**Las Vegas Sun Inc**	**Reid, Leif** *Retained* 702-823-2900(W)

DATE — EVENTS & ORDERS OF THE COURT — INDEX

EVENTS

04/10/2018 Complaint (Business Court)
Filed By: Counter Defendant Las Vegas Sun Inc
Complaint

04/10/2018 Initial Appearance Fee Disclosure
Filed By: Counter Defendant Las Vegas Sun Inc
Initial Appearance Fee Disclosure

04/10/2018 Summons Electronically Issued - Service Pending
Party: Counter Defendant Las Vegas Sun Inc

Summons

04/10/2018 Summons Electronically Issued - Service Pending
Party: Counter Defendant Las Vegas Sun Inc
Summons

04/12/2018 Notice
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Related Cases

04/19/2018 Affidavit of Service
Filed By: Counter Defendant Las Vegas Sun Inc
Affidavit of Service News+Media Capital Group LLC c/o CSC Service of Nevada Inc.-Registered Agent

04/19/2018 Affidavit of Service
Filed By: Counter Defendant Las Vegas Sun Inc
Affidavit of Service LV Review Journal, Inc. c/o CSC Service of Nevada Inc.-Registered Agent

04/27/2018 Motion to Compel
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiffs' Motion to Compel Arbitration

05/07/2018 Motion to Dismiss
Filed By: Defendant News+Media Capital Group LLC
Defendants' Motion to Dismiss

05/07/2018 Initial Appearance Fee Disclosure
Filed By: Counter Claimant Las Vegas Review-Journal Inc
Initial Appearance Fee Disclosure (NRS Chapter 19)

05/16/2018 Stipulation and Order
Filed by: Counter Defendant Las Vegas Sun Inc
Stipulation and Order to Vacate, Continue, and Consolidate Hearings on Plaintiff's Motion to Compel Arbitration and Defendants' Motion to Dismiss

05/17/2018 Notice of Entry of Stipulation and Order
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Stipulation and Order to Vacate, Continue, and Consolidate Hearings on Plaintiff s Motion to Compel Arbitration and Defendants Motion to Dismiss

07/18/2018 Stipulation and Order
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Stipulation and Order to Vacate and Continue Hearing on Plaintiff's Motion to Compel Arbitration and Defendants' Motion to Dismiss and to Extend Deadlines for Filing Motion Responses

07/19/2018 Notice of Entry of Stipulation and Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice of Entry of Stipulation and Order to Vacate and Continue Hearing on Plaintiff's Motion to Compel Arbitration and Defendants' Motion to Dismiss and to Extend Deadlines for Filing Motion Responses

08/22/2018

Stipulation and Order
Filed by: Counter Defendant Las Vegas Sun Inc
Stipulation and Order to Vacate and Continue Hearing on Plaintiff's Motion to Compel Arbitration and Defendants' Motionto Dismiss and to Extend Deadlines for Filing Motion Responses

08/22/2018 Notice of Entry of Stipulation and Order
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Stipulation and Order to Vacate and Continue Hearing on Plaintiff's Motion to Compel Arbitration and Defendants' Motion to Dmismiss and to Extend Deadlines for Filing Motion Responses

08/22/2018 Notice of Department Reassignment
Notice of Department Reassignment

08/24/2018 Peremptory Challenge
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Peremptory Challenge of Judge

08/27/2018 Notice of Department Reassignment
Notice of Department Reassignment

09/17/2018 Opposition to Motion to Dismiss
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Opposition to Defendants' Motion to Dismiss

09/17/2018 Response
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Response to Plaintiff's Motion to Compel Arbitration

09/17/2018 Stipulation and Order
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Stipulation and Order to Extend Deadlines for Filing Motion Responses on Plaintiff's Motion to Compel Arbitration and Defendants' Motion to Dismiss

10/02/2018 Stipulation and Order
Filed by: Counter Defendant Las Vegas Sun Inc
Stipulation and Order to Vacate and Continue Hearing on Plaintiff's Motion to Compel Arbitration and Defendants' Motion to Dismiss and to Extend Deadlines for Filing Motion Replies

10/03/2018 Notice of Entry of Stipulation and Order
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Stipulation and Order

10/17/2018 Reply
Filed by: Counter Defendant Las Vegas Sun Inc
Plaintiff's Reply to Defendants' Response to Motion to Compel Arbitration

10/17/2018 Reply
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Reply in Support of Defendants' Motion to Dismiss

11/07/2018	Motion for Partial Summary Judgment Filed By: Counter Defendant Las Vegas Sun Inc *Plaintiff's Motion for Partial Summary Judgment for Declaratory Relief and Breach of Contract/Specific Performance (First and Fourth Claims for Relief)*
11/21/2018	Order Filed By: Counter Defendant Las Vegas Sun Inc *Order Granting Plaintiff's Motion to Compel Arbitration and Denying Defendants' Motion to Dismiss*
11/21/2018	Motion to Extend Party: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Motion to Extend Deadline for the Filing of Defendants' Response to Plaintiff's Motion for Partial Summary Judgment and to Vacate and Reschedule Hearing on Order Shortening Time (First Request)*
11/27/2018	Notice of Entry Filed By: Counter Defendant Las Vegas Sun Inc *Notice of Entry of Order Granting Plaintiff's Motion to Compel Arbitration and Denying Defendants' Motion to Dismiss*
11/27/2018	Opposition to Motion Filed By: Counter Defendant Las Vegas Sun Inc *Plaintiff's Opposition to Motion to Extend Deadline for the Filing of Defendants' Response to Plaintiff's Motion for Partial Summary Judgment and to Vacate and Reschedule the Hearing on Order Shortening Time*
12/03/2018	Motion to Reconsider Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Defendants' Motion for Reconsideration of Court's Order Granting Plaintiff's Motion to Compel Arbitration and Denying Defendants' Motion to Dismiss, and Request for Stay on Order Shortening Time*
12/10/2018	Affidavit in Support Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Affidavit of Richard J. Pocker in Support of Request to Postpone Ruling on Motion for Summary Judgment Until Close of Discovery Pursuant to Rule 56(f) of the Nevada Rules of Civil Procedure*
12/10/2018	Response Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Defendants' Response to Plaintiff's Motion for Partial Summary Judgment for Declaratory Relief and Breach of Contract/Specific Performance (First and Fourth (sic) Claims for Relief)*
12/11/2018	Request for Judicial Notice Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Defendants' Request for Judicial Notice in Support of Their Response to Plaintiff's Motion for Partial Summary Judgment and Declaratory Relief and Breach of Contract/Specific Performance (First and Fourth (sic) Claims for Relief)*
12/11/2018	Opposition to Motion

Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Opposition to Defendants' Motion for Reconsideration of Court's Order Granting Plaintiff's Motion to Compel Arbitration and Denying Defendants' Motion to Dismiss, and Request for Stay on Order Shortening Time

12/14/2018 Answer
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Answer to Complaint

12/17/2018 Reply
Filed by: Counter Defendant Las Vegas Sun Inc
Reply to Defendants' Response to Plaintiff's Motion for Partial Summary Judgment for Declaratory Relief and Breach of Contract/Specific Performance

12/17/2018 Reply in Support
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Reply In Support of Motion for Reconsideration of Court's Order Granting Plaintiff's Motion to Compel Arbitration and Denying Defendants' Motion to Dismiss, and Request for Stay on Order Shortening Time

12/18/2018 Notice of Appearance
Party: Counter Defendant Las Vegas Sun Inc
Notice of Appearance

01/14/2019 Order Denying Motion
Filed By: Counter Defendant Las Vegas Sun Inc
Order Denying Defendants' Motion for Reconsideration of Court's Order Granting Plaintiff's Motin to Compel Arbitration and Denying Defendants' Motion to Dismiss and Request for Stay on Order Shortening Time

01/15/2019 Notice of Entry
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Order Denying Defendants Motion for Reconsideration of Court s Order Granting Plaintiff s Motion to Compel Arbitration And Denying Defendants Motion oo Dismiss And Request for Stay on Order Shortening Time

01/30/2019 Notice of Appearance
Party: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice of Appearance

02/13/2019 Joint Case Conference Report
Filed By: Counter Defendant Las Vegas Sun Inc
Joint Case Conference Report

03/18/2019 Business Court Order
Business Court Order

04/03/2019 Demand for Jury Trial
Filed By: Counter Defendant Las Vegas Sun Inc
Demand for Jury Trial

04/08/2019 Order Setting Civil Jury Trial and Calendar Call
Order Setting Civil Jury Trial and Calendar Call

06/05/2019 Stipulation to Extend Discovery
Party: Counter Defendant Las Vegas Sun Inc
Stipulation and Order to Continue Discovery, Case Deadlines, and Trial Date

06/05/2019 Notice of Entry of Stipulation and Order
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Stipulation and Order to Continue Discovery, Case Deadlines, and Trial Date

06/06/2019 Amended Order Setting Jury Trial
Amended Order Setting Jury Trial

07/17/2019 Motion for Protective Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Motion for Protective Order and Objections Under NRCP 45

07/18/2019 Clerk's Notice of Hearing
Notice of Hearing

07/29/2019 Opposition to Motion For Protective Order
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Opposition to Motion for Protective Order and Objections Under NRCP 45

08/08/2019 Stipulated Protective Order
Filed By: Counter Defendant Las Vegas Sun Inc
Stipulated Confidentiality and Protective Order

08/09/2019 Notice of Appearance
Party: Counter Defendant Las Vegas Sun Inc
Notice of Appearance

08/09/2019 Notice of Entry
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Stipulated Confidentiality and Protective Order

08/13/2019 Stipulation
Filed by: Counter Defendant Las Vegas Sun Inc
Stipulated Discovery Exchange Protocol and Order

08/14/2019 Notice of Entry
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Stipulated Discovery Exchange Protocol and Order

08/14/2019 Reply in Support
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Review-Journal's Reply in Support of Motion for Protective Order and Objections Re Huffman Subpoena

08/14/2019 Declaration
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc

Declaration of Keith Moyer

08/15/2019 Substitution of Attorney
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Substitution Of Attorneys

08/19/2019 Supplement to Opposition
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Supplemental Opposition to Defendants' Motion for Protective Order and Objections Under NRCP 45

08/19/2019 Motion to Compel
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Motion to Compel Production of Documents

08/20/2019 Clerk's Notice of Hearing
Notice of Hearing

08/20/2019 Objection
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Objection To Plaintiff's Improper Supplement Related To Defendants' Motion For Protective Order And Objections Under NRCP 45

08/30/2019 Motion to Amend Answer
Filed By: Defendant News+Media Capital Group LLC
Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion for Leave to Amend Answer and Assert Counterclaim on Order Shortening Time

09/09/2019 Notice of Appearance
Party: Counter Defendant Las Vegas Sun Inc
Notice of Appearance

09/09/2019 Opposition to Motion
Filed By: Counter Defendant Las Vegas Sun Inc
Opposition to Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion for Leave to Amend Answer and Assert Counterclaim on Order Shortening Time (Redacted)

09/09/2019 Motion to Seal/Redact Records
Filed By: Counter Defendant Las Vegas Sun Inc
Motion for Leave to File Documents Under Seal

09/10/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Filed Under Seal per 9/9/19 Motion for Leave to File Douments Under Seal. Opposition to Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion for leave to Amend Answer and Assert Counterclaim on Order Shortening Time

09/10/2019 Clerk's Notice of Hearing
Notice of Hearing

09/12/2019 Motion to Associate Counsel
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas

	Review-Journal Inc *Motion To Associate Counsel (Richard Lee Stone, Esq.)*
09/12/2019	Motion to Associate Counsel Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Motion To Associate Counsel (Amy Marshall Gallegos, Esq.)*
09/12/2019	Motion to Associate Counsel Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Motion To Associate Counsel (David Ransen Singer, Esq.)*
09/12/2019	Clerk's Notice of Hearing *Notice of Hearing*
09/12/2019	Clerk's Notice of Hearing *Notice of Hearing*
09/12/2019	Clerk's Notice of Hearing *Notice of Hearing*
09/12/2019	Clerk's Notice of Hearing *Amended Notice of Hearing*
09/13/2019	Motion to Seal/Redact Records Filed By: Counter Defendant Las Vegas Sun Inc *Motion for Leave to File Documents Under Seal*
09/13/2019	Appendix Filed By: Counter Defendant Las Vegas Sun Inc *Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 1)*
09/13/2019	Clerk's Notice of Hearing *Notice of Hearing*
09/13/2019	Order Denying Motion Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Order Denying Las Vegas Sun, Inc.'s Motion For Partial Summary Judgment*
09/13/2019	Filed Under Seal Filed By: Counter Claimant Las Vegas Review-Journal Inc *Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part Sealed per 9/13/19 Motion for Leave to File Documents Under Seal*
09/13/2019	Notice of Entry of Order Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Notice Of Entry Of Order Denying Las Vegas Sun Inc.'s Motion For Partial Summary Judtment*
09/13/2019	Filed Under Seal

Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiffs Motion to Confirm Arbitration Award, in Part and to Vacate, or Alternatively Modify or Correct the Award in Part - Volume 13 (Filed under Seal per 9/13/19 Motion for Leave to File Documents Under Seal)

09/13/2019 Filed Under Seal
Filed By: Counter Claimant Las Vegas Review-Journal Inc
Appendix of Exhibits to: Plaintiffs Motion to Confirm Arbitration Award, in Part and to Vacate, or Alternatively Modify or Correct the Award in Part - Volume 14 (Filed under Seal per 9/13/19 Motion for Leave to File Documents Under Seal)

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 7) Sealed per 9/13/19 Motion for Leave to File Documents Under Seal

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiffs Motion to Confirm Arbitration Award, in Part and to Vacate, or Alternatively Modify or Correct the Award in Part - Volume 15 (Filed under Seal per 9/13/19 Motion for Leave to File Documents Under Seal)

09/13/2019 Filed Under Seal
Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 8) Sealed per 9/13/19 Motion for Leave to File Documents Under Seal

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiffs Motion to Confirm Arbitration Award, in Part and to Vacate, or Alternatively Modify or Correct the Award in Part - Volume 16 (Filed under Seal per 9/13/19 Motion for Leave to File Documents Under Seal)

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiffs Motion to Confirm Arbitration Award, in Part and to Vacate, or Alternatively Modify or Correct the Award in Part - Volume 17 (Filed under Seal per 9/13/19 Motion for Leave to File Documents Under Seal)

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 2) Sealed per 9/13/19 Motion for Leave to File Documents Under Seal

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiffs Motion to Confirm Arbitration Award, in Part and to Vacate, or Alternatively Modify or Correct the Award in Part - Volume 9 (Filed under Seal per 9/13/19 Motion for Leave to File Documents Under Seal)

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiffs Motion to Confirm Arbitration Award, in Part and to Vacate, or Alternatively Modify or Correct the Award in Part - Volume 10 (Filed under Seal per 9/13/19 Motion for Leave to File Documents Under Seal)

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiffs Motion to Confirm Arbitration Award, in Part and to Vacate, or Alternatively Modify or Correct the Award in Part - Volume 11 (Filed under Seal per 9/13/19 Motion for Leave to File Documents Under Seal)

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 3) Sealed per 9/13/19 Motion for Leave to File Documents under Seal

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiffs Motion to Confirm Arbitration Award, in Part and to Vacate, or Alternatively Modify or Correct the Award in Part - Volume 12 (Filed under Seal per 9/13/19 Motion for Leave to File Documents Under Seal)

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 4) Sealed per 9/13/19 Motion for Leave to File Documents under Seal

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 6) Sealed per 9/13/19 Motion for Leave to File Documents under Seal

09/13/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 5) Sealed per 9/13/19 Motion for Leave to File Documents under Seal

09/18/2019 Motion for Leave to File
Party: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Motion For Leave To File Documents Under Seal

09/18/2019 Motion to Vacate
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Motion To Vacate Arbitration Award

09/18/2019 Reply in Support
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Reply In Support Of Defendants News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Motion For Leave To Amend Answer And Assert Counterclaim On Order Shortening Time

09/19/2019 Clerk's Notice of Hearing
Notice of Hearing

09/19/2019 Clerk's Notice of Hearing

Notice of Hearing

09/19/2019 Filed Under Seal
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Motion to Vacate Arbitration Award 9/18/19 Defendants' Motion for Leave to File Documents Under Seal

09/24/2019 Notice
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Related Federal Court Action

09/24/2019 Stipulation and Order
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Stipulation And Order To Continue Hearing On Plaintiff's Motion To Confirm Arbitration Award, In Part, And To Vacate Or, Alternatively, Modify Of Correct The Award, In Part And To Set Briefing Schedules

09/24/2019 Stipulation and Order to Extend Discovery Deadlines
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Stipulation And Order To Extend Discovery Deadlines

09/24/2019 Stipulation and Order
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Stipulation And Order To Continue Hearing On Plaintiff's Motion To Compel And To Set Briefing Schedule

09/24/2019 Notice of Entry of Stipulation and Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Stipulation And Order To Continue Hearing On Plaintiff's Motion To Compel And To Set Briefing Schedule

09/24/2019 Notice of Entry of Stipulation and Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Stipulation And Order To Extend Discovery Deadlines

09/24/2019 Notice of Entry of Stipulation and Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Stipulation And Order To Continue Hearing On Plaintiff's Motion To Confirm Arbitration Award, In Part, And To Vacate Or, Alternatively, Modify Or Correct The Award, In Part And To Set Briefing Schedules

09/25/2019 Order Admitting to Practice
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Order Admitting To Practice (David Ransen Singer, Esq.)

09/25/2019 Order Admitting to Practice
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Order Admitting To Practice (Amy Marshall Gallegos, Esq.)

09/25/2019 Order Admitting to Practice
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Order Admitting To Practice (Richard Lee Stone, Esq.)

09/26/2019 Notice of Entry of Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Order Admitting To Practice (Richard Lee Stone, Esq.)

09/26/2019 Notice of Entry of Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Order Admitting To Practice (Amy Marshall Gallegos, Esq.)

09/26/2019 Notice of Entry of Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Order Admitting To Practice (David Ransen Singer, Esq.)

09/27/2019 Non Opposition
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Non-Opposition to Plaintiff's Motion for Leave to File Documents Under Seal

09/27/2019 Notice of Intent
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Intent To File Opposition To Plaintiff's Motions For Leave To File Documents Under Seal

09/30/2019 Amended Answer
First Amended Answer To Complaint And Counterclaims

09/30/2019 Motion to Seal/Redact Records
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Motion To Seal Opposition And Exhibits A-K

09/30/2019 Motion for Leave to File
Party: Counter Defendant Las Vegas Sun Inc
Plaintiff's Motion for Leave to Amend Complaint

09/30/2019 Filed Under Seal
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants News+Media Capital Group LLC and Las Vegas Review Journal, Inc's Opposition to Plaintiff's Motion to Confirm Arbitration Award, in part, and to Vacate or Alternatively, Modify or Correct the Award, in part, and Conditional Countermotion to Confirm Arbitration Award, in part, and to Vacate the Award, in Part

09/30/2019 Clerk's Notice of Hearing
Notice of Hearing

09/30/2019 Opposition to Motion

Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Limited Opposition To Motions For Leave To File Documents Under Seal

09/30/2019 Opposition to Motion
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Opposition to Defendants' Motion to Vacate Arbitration Award (Redacted)

09/30/2019 Motion to Seal/Redact Records
Filed By: Counter Defendant Las Vegas Sun Inc
Motion for Leave to File Documents Under Seal [The Sun's Opposition and Exhibits to Defendants' Motion to Vacate Arbitration Award]

09/30/2019 Opposition to Motion
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Limited Opposition to Defendants' Motion for Leave to File Documents Under Seal [Exhibits B and C to Defendants' Motion to Vacate Arbitration Award, and References Thereto in Motion to Vacate]

10/01/2019 Clerk's Notice of Hearing
Notice of Hearing

10/01/2019 Filed Under Seal
Plaintiff's Opposition to Defendants' Motion to Vacate Arbitration Award

10/02/2019 Opposition to Motion to Compel
Filed By: Defendant News+Media Capital Group LLC
Defendants' Opposition to Plaintiff's Motion to Compel Production of Documents

10/03/2019 Clerk's Notice of Hearing
Notice of Hearing

10/08/2019 Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Order Granting In Part Defendants News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Motion For Protective Order And Objections Under NRCP 45

10/08/2019 Notice of Entry of Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Order

10/10/2019 Opposition to Motion
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Limited Opposition to Defendants' Motion for Leave to File Documents Under Seal [Exhibits A, B, D, and G-K to Defendants' Opposition to Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award in Part, and References Thereto

10/10/2019 Opposition to Motion
Filed By: Defendant News+Media Capital Group LLC
Defendants' Limited Opposition to Motion for Leave to File Documents Under Seal [The Sun's Opposition and Exhibits to Defendants' Motion to Vacate Arbitration Award]

10/10/2019

	Opposition to Motion Filed By: Defendant News+Media Capital Group LLC *Defendants' (1) Limited Opposition to Plaintiff's Motion for Leave to Amend Complaint and (2) Countermotion to Continue Trial*
10/11/2019	Reply in Support Filed By: Defendant News+Media Capital Group LLC *Reply in Support of Defendants' Motion for Leave to File Documents Under Seal*
10/11/2019	Motion to Seal/Redact Records Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Defendants' Motion For Leave To File Documents Under Seal*
10/11/2019	Reply in Support Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Defendants' Reply In Support Of Motion To Vacate Arbitration Award*
10/11/2019	Reply to Opposition Filed by: Counter Defendant Las Vegas Sun Inc *Plaintiff's Reply to Defendants News+Media Capital Group LLC and Las Vegas Review Journal, Inc.'s Opposition to Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part and Defendants' Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part (Redacted)*
10/11/2019	Motion to Seal/Redact Records Filed By: Counter Defendant Las Vegas Sun Inc *Motion for Leave to File Documents Under Seal [Exhibits 3-6 to Reply to Opposition to Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part, and References Thereto]*
10/11/2019	Reply to Opposition Filed by: Counter Defendant Las Vegas Sun Inc *Reply to Defendants' Limited Opposition to Motions for Leave to File Documents Under Seal [Opposition to Defendants' Motion for Leave to Amend Answer and Assert Counterclaim and Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, In Part]*
10/11/2019	Reply Filed by: Counter Defendant Las Vegas Sun Inc *Reply to Defendants' Opposition to Plaintiff's Motion to Compel Production of Documents*
10/14/2019	Clerk's Notice of Hearing *Notice of Hearing*
10/14/2019	Filed Under Seal Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc *Defendant's Reply in Support of Motion to Vacate Arbotratopm Award (FUS from Motion dated 10/11/19)*
10/14/2019	Reply in Support Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc

Reply In Support Of Defendants Nesw+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Conditional Countermotion To Confirm Arbitration Award, In Part, And To Vacate The Award, In Part

10/14/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Reply to Defendants' News & Media Capital Group LLC and Las Vegas Review Journal, Inc.'s Opposition to Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part and Defendant's Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part

10/14/2019 Motion to Dismiss
Filed By: Counter Defendant Las Vegas Sun Inc
Motion to Dismiss Counterclaims or, Alternatively, to Stay Counterclaims Pending Federal Court Action

10/15/2019 Clerk's Notice of Hearing
Notice of Hearing

10/15/2019 Stipulation and Order
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Stipulation And Order To Continue Hearing On All Motions Set For Hearing On October 16, 2019

10/15/2019 Notice of Entry of Stipulation and Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Stipulation And Order To Continue Hearing On All Motions Set For Hearing On October 16, 2019

10/21/2019 Opposition to Motion
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Limited Opposition to Defendants' Motion for Leave to File Documents Under Seal [Exhibits E-H to Defendants' Reply in Support of Motion to Vacate Arbitration Award, and References Thereto in Motion to Vacate]

10/21/2019 Opposition to Motion
Filed By: Defendant News+Media Capital Group LLC
Defendants' Limited Opposition to Motion for Leave to File Documents Under Seal [Exhibits 3-6 to Reply to Opposition to Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part, and References Thereto]

10/23/2019 Stipulation and Order
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Stipulation And Order To Extend Time For Defendants To File A Response In Opposition To Plaintiff's Motion To Dismiss

10/23/2019 Notice of Entry of Stipulation and Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Stipulation And Order To Extend Time For Defendants To File A Response In Opposition To Plaintiff's Motion To Dismiss

10/25/2019 Order
Filed By: Counter Defendant Las Vegas Sun Inc

Order Granting Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion for Leave to Amend Answer and Assert Counterclaim on Order Shortening Time

10/28/2019 Notice of Entry
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Order Granting Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion for Leave to Amend Answer and Assert Counterclaim on Order Shortening Time

10/28/2019 Opposition to Motion to Dismiss
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Counterclaimant Las Vegas Review-Journal's Opposition To Counter-Defendant Las Vegas Sun's Motion To Dismiss Counterclaims

11/01/2019 Reply
Filed by: Counter Defendant Las Vegas Sun Inc
Plaintiff's (1) Reply to Limited Opposition to Plaintiff's Motion for Leave to Amend Complaint and (2) Opposition to Countermotion to Continue Trial

11/01/2019 Reply to Opposition
Filed by: Counter Defendant Las Vegas Sun Inc
Reply to Defendants' Limited Opposition to Motion for Leave to File Documents Under Seal [The Sun's Opposition and Exhibits to Defendants' Motion to Vacate Arbitration Award]

11/01/2019 Reply in Support
Filed By: Defendant News+Media Capital Group LLC
Reply in Support of Defendants' Motion to Seal Opposition and Exhibits A-K

11/04/2019 Reply in Support
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Reply In Support Of Defendants' Countermotion To Continue Trial

11/05/2019 Status Report
Filed By: Counter Defendant Las Vegas Sun Inc
Plaintiff's Status Report for Status Check Regarding Outstanding Discovery Issues

11/08/2019 Reply to Opposition
Filed by: Counter Defendant Las Vegas Sun Inc
Reply to Defendants' Limited Opposition to Motion for Leave to File Documents Under Seal [Exhibits 3-6 to Reply to Opposition to Plaintiff's Motion to Confirm Arbitration Award, in Part, and References Thereto]

11/08/2019 Reply in Support
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Reply In Support Of Defendants' Motion For Leave To File Documents Under Seal (Exhibits E-H To Defendants' Reply In Support Of Motion To Vacate Arbitration Award And References Thereto)

11/12/2019 Objection
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s (1) Objection To Plaintiff Las Vegas Sun, Inc.'s Binder Of Exhibits Submitted To The Court On November 6, 2019, And (2) Request For Court To Defer Ruling On Arbitration Motions

11/12/2019 Order
Filed By: Counter Defendant Las Vegas Sun Inc
Order Granting Plaintiff's Motoin for Leave to Amend Complaint and Granting in Part Defendants' Countermotion to Continue Trial

11/14/2019 Notice of Entry
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Order Granting Plaintiff's Motion for Leave to Amend Complaint and Granting in Part Defendants' Countermotion to Continue Trial

11/15/2019 First Amended Complaint
Filed By: Counter Defendant Las Vegas Sun Inc
First Amended Complaint

11/18/2019 Reply in Support
Filed By: Counter Defendant Las Vegas Sun Inc
Las Vegas Sun, Inc.'s Reply In Support Of Motion To Dismiss Counterclaims Or, Alternatively, To Stay Counterclaims Pending Federal Court Action

11/18/2019 Appendix
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix To Las Vegas Sun, Inc.'s Reply In Support Of Motion To Dismiss Counterclaims Or, Alternatively, To Stay Counterclaims Pending Federal Court Action

11/18/2019 Motion to Seal/Redact Records
Filed By: Counter Defendant Las Vegas Sun Inc
Motion For Leave To File Documents Under Seal [Exhibits 7 And 9 To Las Vegas Sun, Inc.'s Reply In Support Of Motion To Dismiss Counterclaims Or, Alternatively, To Stay Counterclaims Pending Federal Court Action And References Thereto]

11/18/2019 Motion for Protective Order
Filed By: Counter Defendant Las Vegas Sun Inc
Motion for Protective Order Staying Discovery Pending Resolution of Sun's Motion to Dismiss Counterclaims, or Alternatively, to Stay Counterclaims Pending Federal Court Action

11/19/2019 Clerk's Notice of Hearing
Notice of Hearing

11/19/2019 Clerk's Notice of Hearing
Notice of Hearing

11/19/2019 Motion
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.s' Motion To Modify Protective Order On Order Shortening Time

11/19/2019 Notice of Change of Hearing
Notice of Change of Hearing

11/19/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Las Vegas Sun, Inc.'s Reply in Support of Motion to Dismiss Counterclaims or Alternatively, to Stay Counterc laims Pending Federal Court Action

11/19/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Appendix to Las Vegas Sun, Inc.'s Reply in Support of Motion to Dismiss Counterclaims or Alternatively, to Stay Counterclaims Pending Federal Court Action

11/20/2019 Amended Order Setting Jury Trial
2nd Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order

11/21/2019 Stipulation and Order
Filed by: Counter Defendant Las Vegas Sun Inc
Stipulation and Order to Extend Deadline for Reply in Support of Motion to Dismiss Counterclaims or, Alternatively, to Stay Counterclaims Pending Federal Court Action (First Request)

11/21/2019 Notice of Entry of Stipulation and Order
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Stipulation and Order to Extend Deadline for Reply in Support of Motion to Dismiss Counterclaims or, Alternatively, to Stay Counterclaims Pending Federal Court Action (First Request)

11/22/2019 Motion to Stay
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Emergency Motion To Stay Case And Postpone Action On Arbitration-Related Motions On Order Shortening Time

11/25/2019 Stipulation and Order
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Stipulation And Order To Extend Time For Defendants To File Response To Plaintiff's First Amended Complaint

11/25/2019 Notice of Entry of Stipulation and Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Stipulation And Order To Extend Time For Defendants To File Response To Plaintiff's First Amended Complaint

11/27/2019 Notice of Rescheduling of Hearing
Filed by: Counter Defendant Las Vegas Sun Inc
Notice of Rescheduling

12/02/2019 Non Opposition
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendants' Non-Opposition To Motion For Leave To File Documents Under Seal (Exhibits 7 And 9 To Plaintiff's Reply In Support Of Motion To Dismiss Counterclaims Or, Alternatively, To Stay Counterclaims Pending Federal Court Action And References Thereto)

12/02/2019 Motion to Seal/Redact Records
Filed By: Counter Defendant Las Vegas Sun Inc
Motion for Leave to File Documents Under Seal [Exhibits 5, 7, and 9 to Las Vegas Sun, Inc.'s Opposition to Defendants' Emergency Motion to Stay Case and Postpone Action on Arbitration-Related Motions on OST and References Thereto]

12/02/2019 Opposition and Countermotion
Las Vegas Sun, Inc.'s Opposition to News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Emergency Motion to Stay Case and Postpone Action on Arbitration-Related Motions on Order Shortening Time and Countermotion to Stay Defendants' Tenth, Twenty-Sixth and Twenty-Seventh Affirmative Defenses (Redacted)

12/02/2019 Opposition and Countermotion
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
News+Media Capital Group LLC's And Las Vegas Review-Journal, Inc.'s (1) Opposition To Plaintiff's Motion For Protective Order Staying Discovery Pending Resolution Of Sun's Motion To Dismiss Counterclaims, Or Alternatively, To Stay Counterclaims Pending Federal Court Action, And In The Alternative, (2) Countermotion To Stay All Discovery

12/02/2019 Opposition to Motion
Filed By: Counter Defendant Las Vegas Sun Inc
Las Vegas Sun, Inc.'s Opposition to News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion to Modify Protective Order on Order Shortening Time

12/03/2019 Reply in Support
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Reply In Support Of News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Emergency Motion to Stay Case and Postpone Action on Arbitration-Related Motions on Order Shortening Time and Opposition to Countermotion to Stay Defendants' Tenth, Twenty-Sixth And Twenty-Seventh Affirmative Defenses

12/03/2019 Filed Under Seal
Filed By: Counter Defendant Las Vegas Sun Inc
Las Vegas Sun Inc's Opposition to News+Media Capital Group LLC and Las Vegas Review-Journal Inc's Emergency Motion to Stay CAse and Postpone Action on Arbitration-Related Motions on Order Shortening Time and Countermotion to Stay Defendants' Tenth, Twenty-Sixth and Twenty-Seventh Affirmative Defenses 12/02/19 Motion to Leave to File Documents Under Seal [Exhibits 5,7, and 9 to Las Vegas Inc's Opposition to Defendants' Emergency Motion to Stay Case and Postpone Action on Arbitration-Related Motions on OST and References Thereto

12/03/2019 Clerk's Notice of Hearing
Notice of Hearing

12/17/2019 Order Granting
Order Granting in Part and Denying in Part Plaintiff's Motion to Compel Production of Documents

12/18/2019 Notice of Entry of Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Order Granting In Part And Denying In Part Plaintiff's Motion To Compel Production Of Documents

01/03/2020 Objection
Filed By: Counter Claimant Las Vegas Review-Journal Inc
News+Media Capital Group LLC's and Las Vegas Review-Journal, Inc.'s Objection to Las Vegas Sun, Inc.'s Proposed Findings of Fact, Conclusions of Law, and Order Affirming the Arbitration Award

01/09/2020 Order Granting Motion

Filed By: Counter Defendant Las Vegas Sun Inc
Order Granting in Part and Denying in Part Pltf's Motion to Dismiss Counterclaims or Alternatively to Stay

01/13/2020 Notice of Entry of Order
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Order Granting in Part and Denying in Part Plaintiff's Motion to Dismiss Counterclaims or Alternatively, to Stay Counterclaims Pending Federal Court Action

01/16/2020 Motion for Leave to File
News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Motion For Leave To File Additional Briefing Requested By Court On Order Shortening Time

01/21/2020 Notice of Withdrawal of Attorney
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice of Withdrawal of Attorney Akke Levin

01/28/2020 Opposition to Motion
Filed By: Counter Defendant Las Vegas Sun Inc
Las Vegas Sun, Inc.'s Opposition to News+Media Capital Groups LLC and Las Vegas Review-Journal, Inc.'s Motion for Leave to File Additional Briefing Requested by Court on Order Shortening Time

01/28/2020 Findings of Fact, Conclusions of Law and Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Findings Of Facts, Conclusions Of Law, And Order Affirming The Arbitration Award

01/28/2020 Notice of Entry
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Findings Of Facts, Conclusions Of Law And Order Affirming The Arbitration Award

01/28/2020 Notice of Appeal
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Notice Of Appeal

01/28/2020 Case Appeal Statement
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Case Appeal Statement

01/31/2020 Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Order Granting In Part And Denying In Part News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Emergency Motion To Stay Case And Postpone Action On Arbitration-Related Motions On Order Shortening Time And Denying Las Vegas Sun, Inc.'s Countermotion To Stay Defendants' Tenth, Twenty-Sixth And Twenty-Seventh Affirmative Defenses

02/04/2020 Notice of Entry of Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas

Review-Journal Inc
Notice Of Entry Of Order

02/10/2020 Stipulation and Order
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Stipulation and Order to Withdraw as Co-Counsel of Record

02/10/2020 Notice of Entry of Stipulation and Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice of Entry of Stipulation and Order to Withdraw as Co-Counsel of Record

02/11/2020 Notice of Appeal
Filed By: Counter Defendant Las Vegas Sun Inc
Las Vegas Sun, Inc.'s Notice of Cross-Appeal

02/11/2020 Case Appeal Statement
Filed By: Counter Defendant Las Vegas Sun Inc
Las Vegas Sun, Inc.'s Case Appeal Statement

02/12/2020 Motion to Seal/Redact Records
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Defendant News+Media Capital Group, LLC's and Defendant/Counterclaimant Las Vegas Review-Journal, Inc.'s Motion to Seal All Materials Generated in the Private Arbitration

02/14/2020 Clerk's Notice of Nonconforming Document
Clerk's Notice of Nonconforming Document

02/14/2020 Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Order Granting In Part And Denying In Part News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Motion For Leave To File Additional Briefing Requested By Court On Order Shortening Time

02/14/2020 Notice of Entry of Order
Filed By: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Notice Of Entry Of Order

02/14/2020 Request
Filed by: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
Request For Transcripts

02/14/2020 Reporters Transcript
Court Reporters transcript of Proceedings (Civil) October 22, 2019

02/14/2020 Reporters Transcript
Court Reporters transcript of Proceedings (Civil) December 4, 2019

02/18/2020 Judgment
Filed By: Counter Defendant Las Vegas Sun Inc

Judgment

02/18/2020 Notice of Entry of Judgment
Filed By: Counter Defendant Las Vegas Sun Inc
Notice of Entry of Judgment

02/26/2020 Opposition to Motion
Filed By: Counter Defendant Las Vegas Sun Inc
Las Vegas Sun, Inc.'s Opposition to Defendants' Motion to Seal All Materials Generated in the Private Arbitration

02/28/2020 Amended Notice of Appeal
Party: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Amended Notice Of Appeal

02/28/2020 Amended Case Appeal Statement
Party: Defendant News+Media Capital Group LLC; Counter Claimant Las Vegas Review-Journal Inc
News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Amended Case Appeal Statement

DISPOSITIONS

02/18/2020 **Judgment Plus Interest** (Judicial Officer: Williams, Timothy C.)
Debtors: News+Media Capital Group LLC (Defendant), Las Vegas Review-Journal Inc (Defendant)
Creditors: Las Vegas Sun Inc (Plaintiff)
Judgment: 02/18/2020, Docketed: 02/19/2020
Total Judgment: 1,924,179.94

Debtors: News+Media Capital Group LLC (Defendant), Las Vegas Review-Journal Inc (Defendant)
Creditors: Las Vegas Sun Inc (Plaintiff)
Judgment: 02/18/2020, Docketed: 02/19/2020
Total Judgment: 40,666.38

HEARINGS

08/22/2018 **Minute Order** (2:27 PM) (Judicial Officer: Denton, Mark R.)
Minute Order: Recusal
Minute Order - No Hearing Held; Minute Order: Recusal
Journal Entry Details:
GIVEN the Court s previous professional relationship with one of the parties and its previous professional and long-time personal friendship with principals of the same, and to avoid the appearance of impropriety, the Court RECUSES from further involvement in this case and directs that it be reassigned to another Business Court Department. CANON 2, Rule 2.11, Commentary [1]. IT IS SO ORDERED. CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, April Watkins, to all registered parties for Odyssey File & serve. aw;

10/24/2018 **Motion to Compel** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Plaintiffs' Motion to Compel Arbitration
Minute Order Dated 08-22-18
Motion Granted;

10/24/2018 **Motion to Dismiss** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Defendants' Motion to Dismiss
Minute Order Dated 08-22-18
Motion Denied;

10/24/2018 **All Pending Motions** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

MINUTES

Matter Heard;
Journal Entry Details:
APPEARANCES CONTINUED: Robert Cauthorn, representative of Las Vegas Sun, present. DEFENDANTS' MOTION TO DISMISS...PLAINTIFFS' MOTION TO COMPEL ARBITRATION Arguments by counsel on Motions. Court stated ITS FINDINGS and ORDERED, Motion to Dismiss DENIED; Motion to Compel GRANTED. Pltf. to prepare order and circulate to counsel.;

12/04/2018 **Motion** (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Motion to Extend Deadline for the Filing of Defendants Response to Plaintiffs Motion for Partial Summary Judgment and to Vacate and Reschedule Hearing on Order Shortening Time (First Request)
Motion Granted;
Journal Entry Details:
APPEARANCES CONTINUED: Robert Cauthorn, representative of Las Vegas Sun, present. Matter of Motion to Extend Deadline for the Filing of Defendants Response to Plaintiffs Motion for Partial Summary Judgment and to Vacate and Reschedule Hearing on Order Shortening Time (First Request). Arguments by counsel. Colloquy regarding possible continuance of all pending matters and scheduling briefing. COURT ORDERED, Motion GRANTED; Response to Motion for Partial Summary Judgment DUE 12/10/18; Reply thereto DUE 12/17/18 by 12:00 p.m. COURT FURTHER ORDERED, following matters CONTINUED: Pltf's Motion for Partial Summary Judgment and Defts' Motion for Reconsideration on Order Shortening Time. CONTINUED TO: 12/19/18 1:15 P.M.;

12/19/2018 **Motion for Partial Summary Judgment** (1:15 PM) (Judicial Officer: Williams, Timothy C.)

Plaintiff's Motion for Partial Summary Judgment for Declaratory Relief and Breach of Contract/Specific Performance (First and Fourth Claims for Relief)
Motion Denied; See 2/4/19 Minute Order

12/19/2018 **Motion For Reconsideration** (1:15 PM) (Judicial Officer: Williams, Timothy C.)

Defendants' Motion for Reconsideration of Court's Order Granting Plaintiff's Motion to Compel Arbitration and Denying Defendants' Motion to Dismiss, and Request for Stay on Order Shortening Time
Motion Denied;

12/19/2018 **All Pending Motions** (1:15 PM) (Judicial Officer: Williams, Timothy C.)

Matter Heard;
Journal Entry Details:
APPEARANCES CONTINUED: Nicole Scott, Esq. present for Pltf. Las Vegas Sun. Representatives of Las Vegas Sun present: Brian Greenspun, Myra Greenspun, and Robert Cauthorn, present. DEFENDANTS' MOTION FOR RECONSIDERATION OF COURT'S ORDER GRANTING PLAINTIFF'S MOTION TO COMPEL ARBITRATION AND DENYING DEFENDANTS' MOTION TO DISMISS, AND REQUEST FOR STAY ON ORDER SHORTENING TIME Arguments by counsel. COURT ORDERED, Motion DENIED; Ms. Martini to prepare detailed amended order within a week. PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT FOR DECLARATORY RELIEF AND BREACH OF CONTRACT/SPECIFIC PERFORMANCE Arguments by counsel. Court advised decision forthcoming within a week.;

02/04/2019 **Minute Order** (8:13 AM) (Judicial Officer: Williams, Timothy C.)

re: Plaintiff LVS s Motion for Partial Summary Judgment for Declaratory Relief and Breach of Contract for Specific Performance (First and Fourth Claims for Relief)
Minute Order - No Hearing Held;
Journal Entry Details:

After a review and consideration of the points and authorities on file herein, and the argument of counsel, the Court determined as follows: The Court has reviewed the issues raised by Plaintiff, Las Vegas, Sun, Inc. (LVS) in its Motion for Partial Summary Judgment for Declaratory Relief and Breach of Contract/Specific Performance (First and Fourth Claims for

Relief). It is clear that the Joint Operating Agreement (JOA) is binding and controls the contractual relationship as to LVS and the News+Media Capital Group, LLC. (News-Media). However, issues as to whether there is a material breach of Section 5.1 and Appendices A and B of the JOA by Defendant, News-Media are questions of fact and not the proper basis to support granting summary judgment at this time. Additionally, the remedy of specific performance is only available as an alternative claim to monetary damage where the remedy at law is inadequate. It is premature at this time to reach such a conclusion. Ultimately, the Court anticipates that all issues of compliance and/or breach of Section 5.1 and Appendices A and B of the JOA will require expert testimony to assist the trier of fact in reaching their decision in this matter. Based on the foregoing, Plaintiff LVS s Motion for Partial Summary Judgment for Declaratory Relief and Breach of Contract for Specific Performance (First and Fourth Claims for Relief) shall be DENIED. Counsel for News-Media shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature. CLERK S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.;

04/03/2019 **Mandatory Rule 16 Conference** (9:15 AM) (Judicial Officer: Williams, Timothy C.)
Matter Heard;
Journal Entry Details:
Matter of Mandatory Discovery Conference. Ms. Martini advised related arbitration begins 4/15/19 and concludes 4/26/19. Colloquy regarding impact of the arbitration as to discovery proceeding in this case and claims anticipated for trial. Court stated 2 weeks to be set aside for trial. As to witnesses, Ms. Martini advised 13 total which accounts for 3 duplicates. Ms. Levin advised a confidentiality and protective order and ESI to be negotiated. There being agreement, COURT ORDERED, Trial dates SET; Close of Discovery SET 9/27/19. Department to issue scheduling order. 1/9/20 10:30 AM PRETRIAL/CALENDAR CALL 1/27/20 9:30 AM BENCH TRIAL ;

08/21/2019 **Motion for Protective Order** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Motion for Protective Order and Objections Under NRCP 45
Granted in Part; See 9/4/19 Minute Order
Journal Entry Details:
APPEARANCES CONTINUED: Benjamin Lipman, Esq. also present as General Counsel for Las Vegas Review-Journal. Matter of Review-Journal's Motion for Protective Order and Objections Under NRCP 45. Mr. Jones argued for opportunity for review and privilege log, and for expansive view as to a representative. Ms. Martini proposed monthly case management conferences and argued burden not met as to whether fact witness at issue covered. Court stated decision to issue next week by way of Minute Order. Colloquy regarding proposed monthly conferences. Court stated if efforts to resolve issue discussed are unsuccessful, Court will entertain motion on order shortening time from Ms. Martini.;

09/04/2019 **Minute Order** (12:12 PM) (Judicial Officer: Williams, Timothy C.)
Motion for Protective Order and Objections Under NRCP 45
Minute Order - No Hearing Held;
Journal Entry Details:
After review and consideration of the arguments of counsel and the moving papers on file herein, the Court determined as follows: Upon reflection, the Court has considered Defendant News+Media Capital Group, LLC and Las Vegas Review Journal, Inc. s (Collectively the R.J.s) Motion for a Protective Order as it relates to Plaintiff Las Vegas Sun, Inc. s (LV Sun) Notice of Subpoena Duces Tecum regarding the files of J. Ford Huffman. According to the declaration of Keith Moyer dated August 14, 2019, Mr. Huffman was retained to perform two functions. The first task was to assist R.J. employees and managers in the redesign of the newspaper, including the LV Sun insert portion of the newspaper. Mr. Huffman also consulted with and assisted the R.J. as a litigation consultant in responding to the LV Sun s Motion for Summary Judgment. The Court is well aware of positions asserted by the parties and would probably be required to conduct an evidentiary hearing to determine if Mr. Huffman s role in assisting the R.J. rose to the level of functional equivalent of an employee and thus subject to attorney client privilege. Additionally, Defendant R.J. alleges that Mr. Huffman was retained as a litigation consultant resulting in the application of the work product doctrine. Considering the totality of the arguments presented, without a more developed record, it is uncertain as to whether the functional equivalent doctrine applies at this time. However, it is patently apparent that Mr. Huffman has been retained by Defendant R.J. in the dual capacity

to work on the newspaper redesign and as a litigation consultant. As a result of Mr. Huffman s dual capacity, the Court will take a cautious approach to the production of documents in Mr. Huffman s possession. In order to prevent the inadvertent disclosure of privileged documents, the Court feels that in order to save time and expedite discovery in this matter and without the necessity of an evidentiary hearing, the Court shall require Mr. Huffman to supply all documents in his possession to Defendant R.J., who then shall be required to prepare a privilege log identifying all documents with particularity and assert the basis, if any for privileged documents for the record. The privileged log shall be prepared and exchanged by counsel within ten days from entry of this Court s order. In addition, the Court shall set a status check on 10/16/2019 at 9:00AM to expedite the discovery and to address the applicability of any asserted privileges. Consequently, Defendant R.J. s Motion for Protective Order shall be Granted in Part as to potential work product privileged based on work as a litigation consultant and Denied in Part as to the functional equivalent employer classifications. Counsel for Defendant R.J. shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature. CLERK'S NOTE: The above Minute Order has been corrected with regards to the status check date as was brought to the Court s attention. The initial 10/4/19 setting was a date on which the Court is unavailable; the correct status check date is 10/16/19 at 9:00 a.m. as reflected above. This Minute Order has been electronically served to the parties through Odyssey eFile. /cd 9-26-19/;

09/25/2019 **Motion for Leave** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion for Leave to Amend Answer and Assert Counterclaim on Order Shortening Time
Motion Granted;
Journal Entry Details:
APPEARANCES CONTINUED: Representatives of Pltf. present: Brian Greenspun, Myra Greenspun, and Amy Greenspun. Benjamin Lipman, Esq. present as General Counsel for Deft. Las Vegas Review-Journal. Attorney David Singer, Pro Hac pending, present for Defts. Matter of Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion for Leave to Amend Answer and Assert Counterclaim on Order Shortening Time. Mr. Jones requested pending Motions to Associate Counsel David Singer, Amy Gallegos, and Richard Stone be granted. Mr. Reid advised no opposition to the Motions. COURT ORDERED, Motions to Associate Counsel GRANTED. Arguments by Mr. Jones and Mr. Pisanelli regarding Motion for Leave. COURT ORDERED, Motion for Leave GRANTED; no rights have been waived. Mr. Jones advised will prepare the order and circulate to counsel.;

10/16/2019 *CANCELED* **Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Vacated - per Stipulation and Order
Status Check re Trial Readiness

10/16/2019 *CANCELED* **Motion to Associate Counsel** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Vacated
Defendant's Motion To Associate Counsel (Richard Lee Stone, Esq.)

10/16/2019 *CANCELED* **Motion to Associate Counsel** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Vacated
Defendant's Motion To Associate Counsel (Amy Marshall Gallegos, Esq.)

10/16/2019 *CANCELED* **Motion to Associate Counsel** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Vacated
Motion To Associate Counsel (David Ransen Singer, Esq.)

10/22/2019 **Motion to Confirm Arbitration Award** (1:30 PM) (Judicial Officer: Williams, Timothy C.)
Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part
Granted in Part; See 12/4/19 Minute Order

10/22/2019 **Motion to Vacate** (1:30 PM) (Judicial Officer: Williams, Timothy C.)
Defendants' Motion To Vacate Arbitration Award
Motion Denied; See 12/4/19 Minute Order

10/22/2019	**All Pending Motions** (1:30 PM) (Judicial Officer: Williams, Timothy C.) Matter Heard; Journal Entry Details: *APPEARANCES CONTINUED: Benjamin Lipman, Esq. present as General Counsel for Deft. Las Vegas Review-Journal. PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART...DEFENDANTS' MOTION TO VACATE ARBITRATION AWARD Argument by Mr. Reid. CONFERENCE AT BENCH. Arguments by Mr. Reid and Mr. Jones. Mr. Jones provided document for Court's review. Colloquy regarding scheduling other pending matters from today. As to the Arbitration Motions, Court stated will issue decision after review of issues regarding exceeding powers, common law, sufficient evidence, and manifest disregard. COURT ORDERED, outstanding pending matters from today CONTINUED. CONTINUED TO: 10/31/19 1:00 PM PLAINTIFF'S MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD...DEFENDANTS' MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO MOTION TO VACATE...PLAINTIFF'S MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO AMEND ANSWER AND ASSERT COUNTERCLAIM...PLAINTIFF'S MOTION TO COMPEL PRODUCTION OF DOCUMENTS...STATUS CHECK: EXPEDITED DISCOVERY AND APPLICABILITY OF ASSERTED PRIVILEGES;*
10/31/2019	**Motion to Compel** (1:00 PM) (Judicial Officer: Williams, Timothy C.) *Plaintiff's Motion to Compel Production of Documents* Per 9/17/19 Stipulation and Order Motion Granted;
10/31/2019	**Motion to Seal/Redact Records** (1:00 PM) (Judicial Officer: Williams, Timothy C.) *Plaintiff's Motion For Leave To File Documents Under Seal as to Opposition to Defendants' Motion for Leave to Amend Answer and Assert Counterclaim* Under Advisement; See 11/12/19 Minutes
10/31/2019	**Motion for Leave** (1:00 PM) (Judicial Officer: Williams, Timothy C.) *Plaintiff's Motion for Leave to File Documents Under Seal as to Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award* Under Advisement; See 11/12/19 Minutes
10/31/2019	**Motion for Leave** (1:00 PM) (Judicial Officer: Williams, Timothy C.) *Defendants' Motion For Leave To File Documents Under Seal* Under Advisement; See 11/12/19 Minutes
10/31/2019	**Status Check** (1:00 PM) (Judicial Officer: Williams, Timothy C.) *Status Check: Expedited Discovery and Applicability of Asserted Privileges* Matter Heard;
10/31/2019	**All Pending Motions** (1:00 PM) (Judicial Officer: Williams, Timothy C.) Matter Heard; Journal Entry Details: *PLAINTIFF'S MOTION TO COMPEL PRODUCTION OF DOCUMENTS Arguments by Ms. Martini and Mr. Jones. COURT ORDERED, Motion GRANTED; documents must be provided; no sanctions at this time in light of third-party issues. Colloquy regarding a status check as to outstanding issues and electronically stored information ("ESI"). COURT FURTHER ORDERED, Status Check regarding same SET for time of 11/6/19 matters hearing. PLAINTIFF'S MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD...PLAINTIFF'S MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO AMEND ANSWER AND ASSERT COUNTERCLAIM...DEFENDANTS' MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL Arguments by Mr. Smith and Mr. Jones. Discussion regarding an appendix with tabs for submission of the Motions. Court directed the supplement delivered by Monday next week for a decision. STATUS CHECK: EXPEDITED*

DISCOVERY AND APPLICABILITY OF ASSERTED PRIVILEGES Court noted matter previously addressed. 11/4/19 3:00 AM (CHAMBERS) STATUS CHECK: SUPPLEMENT TO MOTIONS FOR LEAVE TO FILE DOCUMENTS UNDER SEAL 11/6/19 9:00 AM STATUS CHECK: OUTSTANDING DISCOVERY AND ESI;

11/06/2019 **Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Defendants Motion to Seal Opposition and Exhibits A-K
Under Advisement; See 11/12/19 Minutes

11/06/2019 **Opposition and Countermotion** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
11/06/2019, 11/12/2019
Defendants News+Media Capital Group LLC and Las Vegas Review Journal, Inc's Opposition to Plaintiff's Motion to Confirm Arbitration Award, in part, and to Vacate or Alternatively, Modify or Correct the Award, in part, and Conditional Countermotion to Confirm Arbitration Award, in part, and to Vacate the Award, in Part
Matter Continued;
Granted in Part; See 12/4/19 Minute Order
Matter Continued;
Granted in Part; See 12/4/19 Minute Order

11/06/2019 **Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Motion for Leave to File Documents Under Seal [The Sun's Opposition and Exhibits to Defendants' Motion to Vacate Arbitration Award]
Under Advisement; See 11/12/19 Minutes

11/06/2019 **Motion for Leave** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Plaintiff's Motion for Leave to Amend Complaint
Motion Granted;

11/06/2019 **Opposition and Countermotion** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Defendants' (1) Limited Opposition to Plaintiff's Motion for Leave to Amend Complaint and (2) Countermotion to Continue Trial
Decision Made;

11/06/2019 **Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
11/06/2019, 11/12/2019
Status Check: Outstanding Discovery and ESI
Matter Continued;
Matter Heard;
Matter Continued;
Matter Heard;

11/06/2019 **All Pending Motions** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Matter Heard;
Journal Entry Details:
APPEARANCES CONTINUED: Robert Cauthorn, COO of Las Vegas Sun, also present. DEFENDANTS MOTION TO SEAL OPPOSITION AND EXHIBITS A-K...MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL [THE SUN'S OPPOSITION AND EXHIBITS TO DEFENDANTS' MOTION TO VACATE ARBITRATION AWARD] Arguments by Mr. Smith and Mr. Jones. Court stated will review matters and issue detailed minute order shortly. Court further stated records at issue remain in their current state until time of the order. Colloquy regarding supplementation provided today by counsel as relates to forthcoming decision on sealing Motions. Court stated it sought documents Arbitrator was relying upon, namely, the joint operating agreements. Court also stated no preclusion from supplementing the matter further. Mr. Gayan advised will provide a supplement by tomorrow or Friday. PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT...DEFENDANTS' (1) LIMITED OPPOSITION TO PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT AND (2) COUNTERMOTION TO CONTINUE TRIAL Arguments by Mr. Reid and Mr. Jones. COURT ORDERED, Motion for Leave to Amend Complaint GRANTED. Prevailing party to prepare the order. Discussion and argument by counsel regarding Countermotion to Continue Trial in light of two new claims. As to the Countermotion, COURT FURTHER ORDERED, case schedule as follows: Initial Experts 1/20/20; Rebuttal Experts 2/19/20; Close of Discovery 4/20/20; Dispositive Motions 5/18/20; Trial 6/15/20. Department to issue amended trial order.

STATUS CHECK: OUTSTANDING DISCOVERY AND ESI...DEFENDANTS NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW JOURNAL, INC'S OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND CONDITIONAL COUNTERMOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE THE AWARD, IN PART Colloquy regarding rescheduling remaining matters from today as well as 11/13/19 matters. COURT ORDERED, today's pending matters CONTINUED to 11/12/19 afternoon; 11/13/19 matters RESET to same 11/12/19 session. CONTINUED TO: 11/12/19 1:15 PM STATUS CHECK: OUTSTANDING DISCOVERY AND ESI...DEFENDANTS NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW JOURNAL, INC'S OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND CONDITIONAL COUNTERMOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE THE AWARD, IN PART 11/12/19 1:15 PM DEFENDANTS' MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL...MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL [EXHIBITS 3-6 TO REPLY TO OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND REFERENCES THERETO] 5/28/20 10:30 AM PRETRIAL/CALENDAR CALL 6/15/20 9:30 AM JURY TRIAL;

11/12/2019 *CANCELED* **Status Check** (3:00 AM) (Judicial Officer: Williams, Timothy C.)
Vacated
Status Check: Supplement to Motions for Leave to File Documents Under Seal (Pending UA from 10/31 and 11/6 Hearings)

11/12/2019 **Motion to Seal/Redact Records** (1:15 PM) (Judicial Officer: Williams, Timothy C.)
Defendants' Motion For Leave To File Documents Under Seal
Under Advisement;

11/12/2019 **Motion to Seal/Redact Records** (1:15 PM) (Judicial Officer: Williams, Timothy C.)
Motion for Leave to File Documents Under Seal [Exhibits 3-6 to Reply to Opposition to Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part, and References Thereto]
Under Advisement;

11/12/2019 **All Pending Motions** (1:15 PM) (Judicial Officer: Williams, Timothy C.)
Matter Heard;
Journal Entry Details:
MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL [EXHIBITS 3-6 TO REPLY TO OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND REFERENCES THERETO]...DEFENDANTS' MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL Matters submitted. Court stated will decide all seal issues together and notify counsel if assistance needed. DEFENDANTS NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW JOURNAL, INC'S OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND CONDITIONAL COUNTERMOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE THE AWARD, IN PART Mr. Gayan presented binder of materials for Court's review. Court noted receipt of materials needed for decision on the confirmation or vacate matter; decision anticipated before Thanksgiving Holiday. STATUS CHECK: OUTSTANDING DISCOVERY AND ESI Mr. Reid advised Ms. Martini unable to attend due to health issue. Mr. Gayan reviewed history of issues with vendor, the rational review, and custodians. Upon inquiry by Mr. Reid as to prior production compelled, Mr. Gayan advised will provide within two (2) weeks and earlier if possible. Court so noted. Discussion and arguments by counsel regarding custodians, search terms with respect to those involved in redesign, and second set of outstanding discovery. Mr. Jones presented documents for Court's review. Mr. Jones advised will perform search as discussed. Colloquy regarding special setting for results of ESI search and related issues as well as the Motion to Dismiss previously set 11/20. COURT ORDERED, Motion to Dismiss REST from 11/20/19 9:30 a.m. to 10:00 a.m.; Status Check SET 11/20/19 at 10:00 a.m. as to the ESI search, custodian issues, and second set of outstanding discovery. Mr. Reid advised will prepare order from today's hearing. 11/20/19 10:00 AM STATUS CHECK: RESULTS OF ESI SEARCH/CUSTODIAN ISSUES/SECOND SET OF OUTSTANDING DISCOVERY CONTINUED TO: 11/20/19 10:00 AM MOTION TO DISMISS

	COUNTERCLAIMS OR, ALTERNATIVELY, TO STAY COUNTERCLAIMS PENDING FEDERAL COURT ACTION;
11/20/2019	**Motion to Dismiss** (10:00 AM) (Judicial Officer: Williams, Timothy C.) *Motion to Dismiss Counterclaims or, Alternatively, to Stay Counterclaims Pending Federal Court Action* Decision Made;
11/20/2019	**Status Check** (10:00 AM) (Judicial Officer: Williams, Timothy C.) **11/20/2019, 12/04/2019** *Status Check: Results of ESI Search/Custodian Issues/Second Set of Outstanding Discovery* Matter Continued; Matter Heard; Matter Continued; Matter Heard;
11/20/2019	**All Pending Motions** (10:00 AM) (Judicial Officer: Williams, Timothy C.) Matter Heard; Journal Entry Details: *APPEARANCES CONTINUED: Benjamin Lipman, Esq. present as General Counsel for Deft. Las Vegas Review Journal. MOTION TO DISMISS COUNTERCLAIMS OR, ALTERNATIVELY, TO STAY COUNTERCLAIMS PENDING FEDERAL COURT ACTION...STATUS CHECK: RESULTS OF ESI SEARCH/CUSTODIAN ISSUES/SECOND SET OF OUTSTANDING DISCOVERY Arguments by Mr. Pisanelli and Mr. Jones regarding the Motion. COURT ORDERED, as to Motion to Dismiss Counterclaims, claims have merit until final adjudication; as to alternative Motion to Stay, matter stayed; will reserve ruling on subject matter jurisdiction and defer to pending resolution of action in Federal Court; Status Check SET in ninety (90) days regarding stay as to federal action. Colloquy regarding stay of entire case in light of anticipated issues with discovery. Court stated counsel may file appropriate motion for stay on order shortening time with setting not less than ten (10) days for response. Court directed Mr. Pisanell prepare today's Motion order and circulate to counsel. As to today's Status Check, Mr. Reid advised the production outstanding of six months is promised next week. Court stated today's stay is not for purpose of the production. Mr. Gayan reviewed extensive search results, advised parties have agreed on certain terms and anticipates parties will meet and confer on issues. There being agreement, COURT ORDERED, Status Check matter CONTINUED to 12/4/19. CONTINUED TO: 12/4/19 9:00 AM STATUS CHECK: RESULTS OF ESI SEARCH/CUSTODIAN ISSUES/SECOND SET OF OUTSTANDING DISCOVERY 2/19/20 9:00 AM STATUS CHECK: STAY FOR FEDERAL ACTION;*
11/27/2019	**Minute Order** (9:42 AM) (Judicial Officer: Williams, Timothy C.) *Motions re: Arbitration Award* Minute Order - No Hearing Held; Journal Entry Details: *At the prior hearing in the instant matter, the Court restated its intention to publish a decision by a minute order on Defendants , New+MEDIA Capital Group LLC; Las Vegas Review Journal, Inc. (The RJ), Motion to Vacate the Arbitration Award, and the Plaintiff s, Las Vegas Sun, Inc., Countermotion to Confirm the Arbitration Award, in Part and to Vacate the Award in Part before November 28, 2019. The Court has reviewed the parties submissions and has finalized its decision and minute order. However, in light of the recent filing by the RJ seeking to stay all aspects of this case, the Court believes out of fairness it cannot publish its decision until after a hearing on the merits of the RJ s Motion to Stay is held. CLERK'S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.;*
12/04/2019	**Motion to Stay** (9:30 AM) (Judicial Officer: Williams, Timothy C.) *News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Emergency Motion to Stay Case And Postpone Action on Arbitration-Related Motions on Order Shortening Time* Granted in Part;
12/04/2019	**Status Check** (9:30 AM) (Judicial Officer: Williams, Timothy C.) *Status Check: Decision on Motion to Confirm Arbitration Award; Motion to Vacate Arbitration Award* Matter Heard;

12/04/2019 **Opposition and Countermotion** (9:30 AM) (Judicial Officer: Williams, Timothy C.)
Las Vegas Sun, Inc.'s Opposition to News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Emergency Motion to Stay Case and Postpone Action on Arbitration-Related Motions on Order Shortening Time and Countermotion to Stay Defendants' Tenth, Twenty-Sixth and Twenty-Seventh Affirmative Defenses (Redacted)
Decision Made;

12/04/2019 **All Pending Motions** (9:30 AM) (Judicial Officer: Williams, Timothy C.)
Matter Heard;
Journal Entry Details:
APPEARANCES CONTINUED: Robert Cauthorn, COO for Pltf. Las Vegas Sun, present. Representatives of Pltf. present: Brian Greenspun and Myra Greenspun. Benjamin Lipman, Esq. present as General Counsel for Deft. Las Vegas Review-Journal. Representative of Deft. Las Vegas Review-Journal, Keith Moyer, present. EWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S EMERGENCY MOTION TO STAY CASE AND POSTPONE ACTION ON ARBITRATION-RELATED MOTIONS ON ORDER SHORTENING TIME...LAS VEGAS SUN, INC.'S OPPOSITION TO NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S EMERGENCY MOTION TO STAY CASE AND POSTPONE ACTION ON ARBITRATION-RELATED MOTIONS ON ORDER SHORTENING TIME AND COUNTERMOTION TO STAY DEFENDANTS' TENTH, TWENTY-SIXTH AND TWENTY-SEVENTH AFFIRMATIVE DEFENSES (REDACTED)...STATUS CHECK: DECISION ON MOTION TO CONFIRM ARBITRATION AWARD; MOTION TO VACATE ARBITRATION AWARD...STATUS CHECK: RESULTS OF ESI SEARCH/CUSTODIAN ISSUES/SECOND SET OF OUTSTANDING DISCOVERY Arguments by Mr. Jones and Mr. Pisanelli. COURT ORDERED, Motion GRANTED IN PART and DENIED IN PART; DENIED as to issue with respect to decision on arbitration; will stay all other case matters. Prevailing party to submit the order. Court stated a minute order is anticipated today as to arbitration confirmation or vacation. Further stated will issue decision without prejudice as to sealing motions, maintaining status quo, subject to future briefing as discussed.;

12/04/2019 **Minute Order** (5:11 PM) (Judicial Officer: Williams, Timothy C.)
Motions re Arbitration Award
Minute Order - No Hearing Held;
Journal Entry Details:

After a review and consideration of the points and authorities on file herein, the Court determined as follows: First, the Court will address collectively Defendant News + Media Capital Group, LLC s and the Review Journal s (Review Journal) Motion to Vacate the Arbitration Award, and then Plaintiff Las Vegas Sun, Inc. s (LV Sun) Motion to confirm the Arbitration Award, in Part and to Vacate or, Alternatively, Modify or Correct the Award in Part. The first issue raised by the Review Journal as the basis to vacate the Arbitrator s Award, focused on whether the Arbitrator disregarded the plain language of the Joint Operating Agreement (JOA) by failing to subtract editorial expenses from revenues in order to calculate EBITDA (earnings before interest, taxes, depreciation, and amortization) for the purposes of determining the LV Sun s share of profits under the JOA. Under Nevada Law, [t] he party seeking to attack the validity of an arbitration award has the burden of proving, by clear and convincing evidence, the statutory or common-law ground relied upon for challenging the award. Washoe Cty. Sch. Dist. v. White, 133 Nev. 301, 303, 396 P.3d 834, 838 (2017) quoting Health Plan of Nev., Inc. v. Rainbow Med., LLC, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004). Additionally, [t]here are two common-law grounds recognized in Nevada under which a court may review private binding arbitration award: (1) whether the award is arbitrary, capricious, or unsupported by the agreement; and (2) whether the arbitrator manifestly disregarded the law. Id. at 306. The Nevada Supreme Court explained the distinction between the two as: the former standard ensures that the arbitrator does not disregard the facts or the terms of the arbitration agreement, while the latter standard ensures that the arbitrator recognizes applicable law. Id. Moreover, [j]udicial inquiry under the manifest-disregard-of-the-law standard is extremely limited. Id. When a party seeks to vacate an arbitration award based on manifest disregard of the law, they must show more than a mere objection to the results of the arbitration. Id. Consequently, the Court s focus is not on whether the Arbitrator correctly interpreted the law, but whether the arbitrator, knowing the law and recognizing that the law required a particular result, simply disregarded the law. Id. In the instant action, the Arbitrator recognized the JOA s plain language, considered its EBITDA, and determined that under the JOA deductions should be calculated for editorial expenses. Thus, there appears to be, at a minimum, a colorable justification for the Arbitrator

s findings on this issue. The Arbitrator concluded: The term Retention was very similar to earnings before interest, taxes, depreciation and amortization (EBITDA). The prior (pre-2005) computation of Retention included Editorial Expenses of the RJ as allowable deductible expenses. On the other hand, a specific provision of the JOA (4.2), a provision which was new to the calculation in the 2005 JOA, specifically indicates that the RJ and Sun would each bear their own editorial costs meaning that the RJ would not, in keeping the books of the JOA, be permitted to deduct editorial expenses of the RJ in computing EBITDA of the JOA and the subsequent annual profits payments (if any) to the Sun. The weight of the evidence leads to the conclusion that the RJ has improperly deducted the RJ editorial expenses reducing the EBITDA of the JOA resulting in improperly low annual profits payments to the Sun. Arbitrator s Decision at page 5. Consequently, the Court finds that the Defendant Review Journal has failed to meet its burden by clear and convincing evidence that the Arbitrator manifestly disregarded the JOA s contract provisions as to the deduction of editorial expenses. Next, the Arbitrator focused on Section 5.1.4 of the JOA to determine the impact of promotional activities and expense on the EBITDA. After he weighed the evidence, he concluded that under his interpretation of Section 5.1.4 there was evidence of impermissible deductions. The Arbitrator noted: The weight of the evidence indicated that the RJ charged all promotional expenses to the JOA (both expenses that would be allowed as promotion of both the RJ and Sun in equal prominence and additional promotional activities expenses of the RJ only) resulting in lower EBITDA and payments to the Sun. There was not enough evidence presented in this matter to make a definitive damages calculation of wrongfully charged additional promotional activities expenses by the RJ. A crucial element of a breach of contract action is the proof of damages beyond speculation. Fortunately, the audit awarded in this matter could determine the damages (and additional profits payments due), if any, from the RJ s charging of all (both proper and additional) promotional expenses to the JOA EBITDA. It is the finding of this tribunal that additional promotional activities may not be included in the expenses charged to the JOA EBITDA. Arbitrator s Decision at page 6. In light of the Arbitrator s analysis and reliance of Section 5.1.4 of the JOA, the Court finds that there is not clear and convincing evidence that the Arbitrator manifestly disregarded the JOA s contract provisions as to promotional activities and expenses. Next, the Court reviews Defendant Review Journal s contentions that the Arbitrator exceeded his authority when he issued a two-page supplementary non-binding interpretation regarding the ordered audit. In determining the grounds for invalidating an arbitration award based on the assertion that an Arbitrator exceeded his authority, in Washoe, the Nevada Supreme Court noted: "The Nevada Arbitration Act provides specific grounds for invalidating an arbitration award. NRS 38.241(1)(d) dictates that a court shall vacate an arbitration award if the arbitrator exceeded his powers." Health Plan of Nev., Inc., 120 Nev. at 697, 100 P.3d at 178 (internal citation omitted). In particular, "[a]rbitrators exceed their powers when they address issues or make awards outside the scope of the governing contract." Id. "However, allegations that an arbitrator misinterpreted the agreement or made factual or legal errors do not support vacating an award as being in excess of the arbitrator's powers." Id. Moreover, "[a]rbitrators do not exceed their powers if their interpretation of an agreement, even if erroneous, is rationally grounded in the agreement." Id. at 698, 100 P.3d at 178. As such, "[t]he question is whether the arbitrator had the authority under the agreement to decide an issue, not whether the issue was correctly decided." Id. Therefore, "[a]n award should be enforced so long as the arbitrator is arguably construing or applying the contract" and "there is a colorable justification for the outcome." Id. Nonetheless, "[t]he deference accorded an arbitrator . . . is not limitless; he is not free to contradict the express language of the contract." Int l Ass'n of Firefighters, Local 1285 v. City of Las Vegas, 107 Nev. 906, 910, 823 P.2d 877, 879 (1991). Washoe, 133 Nev. at 304. It must be pointed out that Appendix D to the JOA provide that Plaintiff LV Sun has a right to a yearly audit as the Arbitrator noted: Appendix D to the JOA allowing for the Claimant to appoint an certified public accounting firm or law firm as Sun s representative to examine and audit the books and records of the Review-Journal and the other publications whose earnings are included in EBITDA for the purposes of verifying the determinations of the changes to the Annual Profit Payments (this provision has been referred to by both parties as audit). Respondent indicated that an audit has never been refused however the conduct of Respondent certainly has done just about everything possible to blunt, avoid, deter and postpone an audit . In accordance with the scope of this tribunal s authority, Claimant s request for an audit is granted. Claimant may undertake the audit for the periods covered by this award (December 15, 2015 through March 31, 2018) and forward per the declaratory relief granted. Respondent had requested that this award, if an audit be directed, limit the scope and/or party to conduct the audit . This award does not define the scope of the audit as part of the award as such specificity may be beyond the scope of the tribunal s authority. Arbitrator s Decision, page 6. In review of the Arbitrator s decision, the Arbitrator ordered an audit but recognized there is no provision for the creation of audit rules or guidelines in the JOA. Additionally, the Arbitrator noted that neither party requested any of audit rules or guidelines. It is clear in review of the Arbitrator s decision he was well aware of the limits of his authority and simply suggested a non-binding legal

evaluation and recommendation as to the guideline for an audit. Thus, a non-binding legal opinion is not a sufficient basis to vacate an arbitration decision. Next, the Court has to consider whether the Arbitrator issued an Award that was arbitrary and capricious. Under Nevada law, a court's review of the arbitrary-and- capricious standard is limited to whether the arbitrator's findings are supported by substantial evidence in the record. Washoe, 133 Nev. at 308. Further, The arbitrary-and-capricious standard does not permit a reviewing court to vacate an arbitrator's award based on a misinterpretation of the law. Id. As this Court has already found, the Arbitrator based his rulings on his interpretations of the JOA. Under the facts of this case and the JOA, there is substantial evidence to support the Arbitrator s Award. Finally, although the Court has addressed the primary contested issues raised by Defendant Review Journal in its Motion to Vacate the Arbitration Award, the Court will briefly address the issues raised by the LV Sun. After reviewing Section 5.1.4, the Arbitrator determined that House Ads were not additional promotional activities and expenses. The LV Sun argues that the Arbitrator s ruling is arbitrary and capricious and a manifest disregard of the law. Nonetheless, the Court finds that the Arbitrator did consider section 5.1.4 in relation to House Ads, and as a result the Court Affirms the Arbitrator s ruling. Additionally, after weighing the evidence in this matter, the Arbitrator denied the LV Sun s tortious breach claims. The Court again reiterates that its inquiry under the manifest-disregard-of-the law standard is extremely limited. Consequently, the Court will not reassess and weigh the evidence that the Arbitrator relied on to make his decision. It is clear to the Court that the Arbitrator understood that there is a distinction between contract and tort claims, and the unique nature of the covenant of good faith and fair dealing as it relates to contracts vs. torts. Further, the Arbitrator noted the sections of the JOA that the tort claims potentially applied. Although it s not set forth in detail how the Arbitrator evaluated the party s unique relationship, it appears he determined there was insufficient evidence of intentional conduct on this issue, and therefore, he found that the party s conduct does not qualify for tortious breach. Consequently, the Court cannot find that the Arbitrator manifestly disregarded the law or the JOA or that the decision was arbitrary and capricious. Also, the Arbitrator noted that both parties requested attorneys fees, costs, and the cost of arbitration; but, found that no provision in the JOA addressed awarding attorney s fees and costs in connection with this matter. Rather, the Arbitrator interpreted Appendix D of the JOA and found that Appendix D addressed the award of arbitration fees and costs. As a consequence, the Arbitrator awarded only fees and costs of the arbitration. Thus, the Court finds that the Arbitrator did consider the entire JOA and more specifically Appendix D to support his ruling. Accordingly, the Court Affirms the Arbitrator s ruling on costs and fees. Lastly, the LV Sun argues that the Arbitrator failed to enter a ruling on whether the Review Journal breached the JOA audit provision. However, the Arbitrator noted that while the Review Journal has done just about everything possible to blunt, avoid, deter and postpone an audit, yet he determined that the Review Journal has never refused to conduct an audit. Therefore, the Arbitrator simply ordered that an audit be conducted and this decision is affirmed. As a result of the foregoing, the Review Journal s Motion to Vacate Arbitration Award shall be DENIED. The LV Sun s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part shall be GRANTED in Part and DENIED in Part. The LV Sun s motion is granted as to the request to confirm the Arbitration Award. The LV Sun s motion is denied as to all requests to vacate, modify, or correct the Arbitrator s Award. Lastly, the Review Journal s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part shall be GRANTED in Part and DENIED in Part. The Review Journal s countermotion is granted as to the request to confirm the Arbitration Award. The Review Journal s countermotion is denied as to the request to vacate the Arbitration Award. Lastly, in order to alleviate any potential misunderstanding in light of the confusing procedural posture of the pleadings and request for relief in this case, it is the Court s intention to AFFIRM the entire Arbitration Decision as written. Counsel for Plaintiff shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature. CLERK S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.;

12/11/2019 *CANCELED* **Motion to Modify or Dissolve TPO** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
Vacated
News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion to Modify Protective Order on Order Shortening Time

01/09/2020 *CANCELED* **Pretrial/Calendar Call** (10:30 AM) (Judicial Officer: Williams, Timothy C.)
Vacated - per Stipulation and Order

01/10/2020	**Minute Order** (11:45 AM) (Judicial Officer: Williams, Timothy C.) *Motions re: Sealing of Documents* Minute Order - No Hearing Held; Journal Entry Details: *On January 9, 2020, a stay was entered in this case. Therefore, the Court hereby vacates the pending motions under submission regarding sealing of documents. In the event of the stay being lifted, these matters will renew for consideration and decision. CLERK S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.;*
01/22/2020	*CANCELED* **Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.) *Vacated* *Status Check re Trial Readiness*
01/27/2020	*CANCELED* **Jury Trial** (9:30 AM) (Judicial Officer: Williams, Timothy C.) *Vacated - per Stipulation and Order*
01/29/2020	**Motion for Leave** (9:00 AM) (Judicial Officer: Williams, Timothy C.) *News+Media Capital Group LLC And Las Vegas Review-Journal, Inc.'s Motion For Leave To File Additional Briefing Requested By Court On Order Shortening Time* Motion Granted; Journal Entry Details: *Upon Court's inquiry as to federal action status, Mr. Gayan advised Motions to Dismiss fully briefed, hearings not set, his client moved to stay pending dismissal, conference report submitted, and there is a 2/4/20 hearing before Magistrate on stay issue and the report. Arguments by Mr. Gayan and Mr. Smith regarding the instant Motion. Court stated there appears jurisdiction on the issue. COURT ORDERED, Motion For Leave To File Additional Briefing Requested By Court GRANTED. Colloquy regarding briefing and hearing schedule as to sealing issue and modification of stipulated protective order. There being agreement, COURT FURTHER ORDERED, briefing and hearing as follows: Motion DUE 2/12/20; Opposition DUE 2/26/20; Reply DUE 3/4/20; Hearing SET 3/11/20. Court directed Mr. Gayan to prepare today's order. COURT FURTHER ORDERED, 2/19/20 Status Check matters VACATED. 3/11/20 9:30 AM HEARING ON SEALING AND MODIFICATION ISSUE CLERK'S NOTE: Subsequent to proceedings, Court hereby clarifies as to the briefing there will be no strict page number limit; parties are to follow customary limit pursuant to the Rules. This Minute Order has been electronically served to the parties through Odyssey eFile.;*
02/05/2020	*CANCELED* **Motion for Leave** (9:00 AM) (Judicial Officer: Williams, Timothy C.) *Vacated* *Plaintiff/Counter Defendant - Motion for Leave to File Documents Under Seal [Exhibits 7 and 9 to Las Vegas Sun, Inc.'s Reply in Support of Motion to Dismiss Counterclaims or, Alternatively, to Stay Counterclaims Pending Federal Court Action and References Thereto*
02/05/2020	*CANCELED* **Motion for Protective Order** (9:00 AM) (Judicial Officer: Williams, Timothy C.) *Vacated* *Motion for Protective Order Staying Discovery Pending Resolution of Sun's Motion to Dismiss Counterclaims, or Alternatively, to Stay Counterclaims Pending Federal Court Action*
02/05/2020	*CANCELED* **Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer: Williams, Timothy C.) *Vacated* *Motion for Leave to File Documents Under Seal [Exhibits 5, 7, and 9 to Las Vegas Sun, Inc.'s Opposition to Defendants' Emergency Motion to Stay Case and Postpone Action on Arbitration-Related Motions on OST and References Thereto]*
02/05/2020	*CANCELED* **Opposition and Countermotion** (9:00 AM) (Judicial Officer: Williams, Timothy C.) *Vacated* *News+Media Capital Group LLC's And Las Vegas Review-Journal, Inc.'s (1) Opposition To Plaintiff's Motion For Protective Order Staying Discovery Pending Resolution Of Sun's Motion To Dismiss Counterclaims, Or Alternatively, To Stay Counterclaims Pending Federal Court Action, And In The Alternative, (2) Countermotion To Stay All Discovery*

02/19/2020	*CANCELED* **Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.) *Vacated* *Status Check: Stay for Federal Action/Rescheduling Motions from 2/5/20 vacated per stay*
02/19/2020	*CANCELED* **Status Check** (9:00 AM) (Judicial Officer: Williams, Timothy C.) *Vacated* *Status Check: Decision on Pending Motions re Sealing of Documents*
03/11/2020	**Hearing** (9:00 AM) (Judicial Officer: Williams, Timothy C.) *Hearing on Sealing and Modification Issue (Confirming 6/15/20 Trial date)*
04/23/2020	*CANCELED* **Pretrial/Calendar Call** (10:30 AM) (Judicial Officer: Williams, Timothy C.) *Vacated*
05/06/2020	**Status Check: Trial Readiness** (9:00 AM) (Judicial Officer: Williams, Timothy C.)
05/11/2020	*CANCELED* **Jury Trial** (9:30 AM) (Judicial Officer: Williams, Timothy C.) *Vacated*
05/28/2020	**Pretrial/Calendar Call** (10:30 AM) (Judicial Officer: Williams, Timothy C.)
06/15/2020	**Jury Trial** (9:30 AM) (Judicial Officer: Williams, Timothy C.)

DATE **FINANCIAL INFORMATION**

Counter Claimant Las Vegas Review-Journal Inc	
Total Charges	209.50
Total Payments and Credits	209.50
Balance Due as of 3/2/2020	**0.00**
Defendant News+Media Capital Group LLC	
Total Charges	2,033.00
Total Payments and Credits	2,033.00
Balance Due as of 3/2/2020	**0.00**
Counter Defendant Las Vegas Sun Inc	
Total Charges	2,090.00
Total Payments and Credits	2,090.00
Balance Due as of 3/2/2020	**0.00**
Defendant News+Media Capital Group LLC	
Appeal Bond Balance as of 3/2/2020	**500.00**
Counter Defendant Las Vegas Sun Inc	
Appeal Bond Balance as of 3/2/2020	**500.00**

BUSINESS COURT CIVIL COVER SHEET

Clark County, Nevada

Case No. _____
(Assigned by Clerk's Office)

A-18-772591-B

Department 13

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
Las Vegas Sun, Inc., a Nevada corporation	News+Media Capital Group LLC &
	Las Vegas Review-Journal, Inc.
Attorney (name/address/phone):	Attorney (name/address/phone):
E. Leif Reid, Esq.	
Lewis Roca Rothgerber Christie LLP	
One East Liberty St., Ste. 300	
Reno, NV 89501	

II. Nature of Controversy *(Please check the applicable boxes for both the civil case type and business court case type)*

☐ Arbitration Requested

Civil Case Filing Types

Real Property

Landlord/Tenant
- ☐ Unlawful Detainer
- ☐ Other Landlord/Tenant

Title to Property
- ☐ Judicial Foreclosure
- ☐ Other Title to Property

Other Real Property
- ☐ Condemnation/Eminent Domain
- ☐ Other Real Property

Construction Defect & Contract

Construction Defect
- ☐ Chapter 40
- ☐ Other Construction Defect

Contract Case
- ☐ Uniform Commercial Code
- ☐ Building and Construction
- ☐ Insurance Carrier
- ☐ Commercial Instrument
- ☐ Collection of Accounts
- ☐ Employment Contract
- ☐ Other Contract

Torts

Negligence
- ☐ Auto
- ☐ Premises Liability
- ☐ Other Negligence

Malpractice
- ☐ Medical/Dental
- ☐ Legal
- ☐ Accounting
- ☐ Other Malpractice

Other Torts
- ☐ Product Liability
- ☐ Intentional Misconduct
- ☐ Employment Tort
- ☐ Insurance Tort
- ☐ Other Tort

Civil Writs
- ☐ Writ of Habeas Corpus
- ☐ Writ of Mandamus
- ☐ Writ of Quo Warrant
- ☐ Writ of Prohibition
- ☐ Other Civil Writ

Judicial Review/Appeal/Other Civil Filing

Judicial Review
- ☐ Foreclosure Mediation Case

Appeal Other
- ☐ Appeal from Lower Court

Other Civil Filing
- ☐ Foreign Judgment
- ■ Other Civil Matters

Business Court Filing Types

CLARK COUNTY BUSINESS COURT
- ☐ NRS Chapters 78-89
- ☐ Commodities (NRS 91)
- ☐ Securities (NRS 90)
- ☐ Mergers (NRS 92A)
- ☐ Uniform Commercial Code (NRS 104)
- ☐ Purchase/Sale of Stock, Assets, or Real Estate
- ☐ Trademark or Trade Name (NRS 600)
- ☐ Enhanced Case Management
- ■ Other Business Court Matters

WASHOE COUNTY BUSINESS COURT
- ☐ NRS Chapters 78-88
- ☐ Commodities (NRS 91)
- ☐ Securities (NRS 90)
- ☐ Investments (NRS 104 Art.8)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Trademark/Trade Name (NRS 600)
- ☐ Trade Secrets (NRS 600A)
- ☐ Enhanced Case Management
- ☐ Other Business Court Matters

April 9, 2018
Date

Signature of initiating party or representative

Nevada AOC - Research Statistics Unit
Pursuant to NRS 3.275

Form PA 201
Rev 3.1

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CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation,

Plaintiff,

v.

NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company,

Defendants.

LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation,

Counterclaimant,

v.

LAS VEGAS SUN, INC., a Nevada corporation,

Counter-defendant.

Case No.: A-18-772591-B
Dept. No.: XVI

~~[PROPOSED]~~ FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD

Hearing Date: October 22, 2019

JAN 03 2020

Case Number: A-18-772591-B

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This matter came before the Court on October 22, 2019, at 1:30 P.M., with all parties appearing by and through their counsel of record, on (a) Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part, (b) Defendants News+Media Capital Group LLC's and Las Vegas-Review Journal, Inc.'s Motion to Vacate the Arbitration Award, and (c) Defendants News+Media Capital Group LLC's and Las Vegas-Review Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part (collectively, the "Motions").

The Court, having considered the papers filed in support of and in opposition to the Motions, having heard arguments of counsel, and for good cause appearing, enters the following findings, conclusions and Order:[1]

BACKGROUND

1. On June 10, 2005, Plaintiff Las Vegas Sun, Inc. (the "Sun") and Defendant Las Vegas Review-Journal, Inc.'s predecessor executed a joint operating arrangement (the "JOA").

The Sun's Complaint and the Arbitration

2. On April 10, 2018, Plaintiff Las Vegas Sun, Inc. (the "Sun") filed its Complaint against Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc. (collectively, the "Review-Journal") in the above-captioned matter regarding disputes related to the JOA, and moved this Court to compel arbitration of certain (but not all) claims outlined in the Complaint.

3. This Court granted the Sun's motion to compel arbitration via an order entered on November 21, 2018.

4. In the arbitration proceedings, the parties engaged in discovery, submitted written briefs, and presented arguments and evidence before the Arbitrator.

5. After a multi-day arbitration hearing, the Arbitrator issued a Final Award of

[1] Any finding of fact more properly characterized as a conclusion of law shall be deemed so. Any conclusion of law more properly characterized as a finding of fact shall be deemed so.

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Arbitrator on July 2, 2019 (the "Award").

The Arbitration Award

6. The Award contains the Arbitrator's rulings on the following claims and requests for relief: (a) the Sun's requests for declaratory relief related to interpretation of various JOA provisions (i.e., Section 4.2, Section 5.1.4, and the audit provision in Appendix D); (b) the Sun's breach of contract claims related to those same sections of the JOA; (c) the Sun's claim for tortious breach of the implied covenant of good faith and fair dealing related to those same sections of the JOA; and (d) both parties' requests for an award of attorneys' fees and costs related to the arbitration proceedings. The full contents of the Award are the subject of various motions to seal pending before this Court.

The Parties' Motions to Confirm/Vacate the Award

7. On September 13, 2019, the Sun filed its Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (the "Sun's Motion").

8. On September 18, 2019, the Review-Journal filed its Motion to Vacate Arbitration Award.

9. On September 30, 2019, the Review-Journal filed its opposition to the Sun's Motion along with a Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part.

10. By October 11, 2019, the parties completed briefing the motions.

11. On October 22, 2019, this Court heard arguments on the parties' motions.

12. On December 4, 2019, this Court issued its six-page Minute Order resolving the parties' motions, affirming the Award in its entirety, and directing the parties to prepare and submit this more detailed Order for the Court's review and signature.

DISCUSSION, FINDINGS AND CONCLUSIONS

The RJ's Motion to Vacate Arbitration Award

13. The first issue raised by the Review-Journal as the basis to vacate the Award focused on whether the Arbitrator disregarded the plain language of the JOA by failing to

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subtract editorial expenses from revenues in order to calculate EBITDA (earnings before interest, taxes, depreciation, and amortization) for the purposes of determining the Sun's share of profits under the JOA.

14. Under Nevada law, "[t]he party seeking to attack the validity of an arbitration award has the burden of proving, by clear and convincing evidence, the statutory or common-law ground relied upon for challenging the award." *Washoe Cty. Sch. Dist. v. White*, 133 Nev. 301, 303, 396 P.3d 834, 838 (2017) (quoting *Health Plan of Nev., Inc. v. Rainbow Med., LLC*, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004)). There are two common-law grounds recognized in Nevada under which a court may review private binding arbitration award: (1) whether the award is arbitrary, capricious, or unsupported by the agreement; and (2) whether the arbitrator manifestly disregarded the law." *Id.* at 306. The Nevada Supreme Court explained the distinction between the two as: "the former standard ensures that the arbitrator does not disregard the facts or the terms of the arbitration agreement," while "the latter standard ensures that the arbitrator recognizes applicable law." *Id.*

15. Moreover, "[j]udicial inquiry under the manifest-disregard-of-the-law standard is extremely limited." *Id.* When a party seeks to vacate an arbitration award based on manifest disregard of the law, they must show more than a mere objection to the results of the arbitration. *Id.* Consequently, the Court's focus is not on whether the Arbitrator correctly interpreted the law, but "whether the arbitrator, knowing the law and recognizing that the law required a particular result, simply disregarded the law." *Id.*

16. In the instant action, the Arbitrator was presented with the JOA's plain language and determined that under the JOA, editorial expenses should not be included in the EBITDA calculation. There appears to be a colorable justification for the Arbitrator's findings on this issue. The Arbitrator concluded:

> The term "Retention" was very similar to earnings before interest, taxes, depreciation and amortization (EBITDA). The prior (pre-2005) computation of "Retention" included Editorial Expenses of the RJ as allowable deductible expenses. On the other hand, a specific provision of the JOA (4.2), a provision which was new to the calculation in the 2005 JOA, specifically indicates that the RJ and Sun would each bear their own editorial costs meaning that the RJ would not, in keeping the books of the JOA, be permitted to deduct editorial

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> expenses of the RJ in computing EBITDA of the JOA and the subsequent annual profits payments (if any) to the Sun. The weight of the evidence leads to the conclusion that the RJ has improperly deducted the RJ editorial expenses reducing the EBITDA of the JOA resulting in improperly low annual profits payments to the Sun.

17. Consequently, the Court finds that the Review-Journal has failed to meet its burden by clear and convincing evidence that the Arbitrator manifestly disregarded the JOA's contract provisions as to the deduction of editorial expenses.

18. Next, the Arbitrator considered Section 5.1.4 of the JOA to determine the impact of promotional activities and expense on the EBITDA. The Arbitrator concluded that under his interpretation of Section 5.1.4 there was evidence of impermissible deductions. The Arbitrator noted:

> The weight of the evidence indicated that the RJ charged all promotional expenses to the JOA (both expenses that would be allowed as promotion of both the RJ and Sun in equal prominence and additional promotional activities expenses of the RJ only) resulting in lower EBITDA and payments to the Sun. There was not enough evidence presented in this matter to make a definitive damages calculation of wrongfully charged additional promotional activities expenses by the RJ. A crucial element of a breach of contract action is the proof of damages beyond speculation. Fortunately, the "audit" awarded in this matter could determine the damages (and additional profits payments due), if any, from the RJ's charging of all (both proper and additional) promotional expenses to the JOA EBITDA. It is the finding of this tribunal that additional promotional activities may not be included in the expenses charged to the JOA EBITDA.

19. In light of the Arbitrator's analysis and reliance of Section 5.1.4 of the JOA, the Court finds that there is not clear and convincing evidence that the Arbitrator manifestly disregarded the JOA's contract provisions as to promotional activities and expenses.

20. Next, the Court reviews the Review-Journal's contentions that the Arbitrator exceeded his authority when he issued a two-page supplementary non-binding interpretation regarding the ordered audit.

21. In determining the grounds for invalidating an arbitration award based on the assertion that an Arbitrator exceeded his authority, in *Washoe*, the Nevada Supreme Court noted:

> "The Nevada Arbitration Act provides specific grounds for invalidating an arbitration award. NRS 38.241(1)(d) dictates that a court shall vacate an arbitration award if the arbitrator exceeded his powers." *Health Plan of Nev.*,

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> *Inc.*, 120 Nev. at 697, 100 P.3d at 178 (internal citation omitted). In particular, "[a]rbitrators exceed their powers when they address issues or make awards outside the scope of the governing contract." *Id.* "However, allegations that an arbitrator misinterpreted the agreement or made factual or legal errors do not support vacating an award as being in excess of the arbitrator's powers." *Id.* Moreover, "[a]rbitrators do not exceed their powers if their interpretation of an agreement, even if erroneous, is rationally grounded in the agreement." *Id.* at 698, 100 P.3d at 178. As such, "[t]he question is whether the arbitrator had the authority under the agreement to decide an issue, not whether the issue was correctly decided." *Id.* Therefore, "[a]n award should be enforced so long as the arbitrator is arguably construing or applying the contract" and "there is a colorable justification for the outcome." *Id.* Nonetheless, "[t]he deference accorded an arbitrator . . . is not limitless; he is not free to contradict the express language of the contract." *Int'l Ass'n of Firefighters, Local 1285 v. City of Las Vegas*, 107 Nev. 906, 910, 823 P.2d 877, 879 (1991).

Washoe, 133 Nev. at 304.

22. It must be pointed out that Appendix D to the JOA provides that the Sun has a right to a yearly audit as the Arbitrator noted:

> Appendix D to the JOA allowing for the Claimant to "...appoint an certified public accounting firm or law firm as Sun's representative to examine and audit the books and records of the Review-Journal and the other publications whose earnings are included in EBITDA for the purposes of verifying the determinations of the changes to the Annual Profit Payments..." (this provision has been referred to by both parties as "audit"). Respondent indicated that an "audit" has never been refused however the conduct of Respondent certainly has done just about everything possible to blunt, avoid, deter and postpone an "audit". In accordance with the scope of this tribunal's authority, Claimant's request for an "audit" is granted. Claimant may undertake the "audit" for the periods covered by this award (December 15, 2015 through March 31, 2018) and forward per the declaratory relief granted. Respondent had requested that this award, if an "audit" be directed, limit the scope and/or party to conduct the "audit". This award does not define the scope of the "audit" as part of the award as such specificity may be beyond the scope of the tribunal's authority.

23. In review of the Award, the Arbitrator ordered an audit but recognized there is no provision for the creation of audit rules or guidelines in the JOA. Additionally, the Arbitrator noted that neither party requested any of audit rules or guidelines provided in the Award. It is clear in review of the Award that the Arbitrator was well aware of the limits of his authority and simply suggested a non-binding legal evaluation and recommendation as to the guideline for an audit. Thus, the Arbitrator's non-binding legal opinion is not a sufficient basis to vacate the Award.

24. Next, the Court has to consider whether the Arbitrator issued an Award that was arbitrary and capricious. Under Nevada law, a court's review of the arbitrary-and-capricious

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standard is limited to whether the arbitrator's findings are supported by substantial evidence in the record. *Washoe*, 133 Nev. at 308. Further, "The arbitrary-and-capricious standard does not permit a reviewing court to vacate an arbitrator's award based on a misinterpretation of the law." *Id.*

25. As this Court has already found, the Arbitrator based his rulings on his interpretations of the JOA. Under the facts of this case and the JOA, there is substantial evidence to support the Award.

The Sun's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part

26. After reviewing Section 5.1.4, the Arbitrator determined that House Ads were not additional promotional activities and expenses. The Sun argues that the Arbitrator's ruling is arbitrary and capricious and a manifest disregard of the law. Nonetheless, the Court finds that the Arbitrator did consider section 5.1.4 in relation to House Ads, and as a result the Court affirms the Award on this issue.

27. Additionally, after weighing the evidence in this matter, the Arbitrator denied the Sun's claims for tortious breach of the implied covenant of good faith and fair dealing. The Court again reiterates that its inquiry under the manifest-disregard-of-the law standard is extremely limited. Consequently, the Court will not reassess and weigh the evidence that the Arbitrator relied on to make his decision. It is clear to the Court that the Arbitrator understood that there is a distinction between contract and tort claims, and the unique nature of the covenant of good faith and fair dealing as it relates to contracts versus torts. Further, the Arbitrator noted the sections of the JOA to which the tort claims potentially applied. Although it is not set forth in detail, the Arbitrator evaluated the parties' unique relationship, and he determined there was insufficient evidence of intentional conduct on this issue. Therefore, he found that the Review-Journal's conduct "does not qualify for tortious breach." Consequently, with respect to the Sun's claim for tortious breach of the implied covenant of good faith and fair dealing, the Court finds that the Arbitrator did not manifestly disregard the law or the JOA, and the decision was not arbitrary and capricious.

28. Also, the Arbitrator noted that both parties requested attorneys' fees, costs and the cost of arbitration; but, found that no provision in the JOA addressed awarding attorneys' fees and costs in connection with this matter. Rather, the Arbitrator interpreted Appendix D of the JOA and found that Appendix D addressed the award of arbitration fees and costs. As a consequence, the Arbitrator awarded only fees and costs of the arbitration. Thus, the Court finds that the Arbitrator did consider the entire JOA and more specifically Appendix D to support his ruling. Accordingly, the Court affirms the Arbitrator's ruling on attorneys' fees and costs.

29. Lastly, the Sun argues that the Arbitrator failed to enter a ruling on whether the Review-Journal breached the JOA audit provision. However, the Arbitrator determined that the Review-Journal has never refused to conduct an audit. Therefore, the Arbitrator simply ordered that an audit be conducted and this decision is affirmed.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Arbitration Award is confirmed in its entirety.

IT IS FURTHER ORDERED that Defendants Review-Journal's Motion to Vacate the Arbitration Award is DENIED.

IT IS FURTHER ORDERED that Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part the Sun's Motion to Vacate the Arbitration Award is GRANTED IN PART and DENIED IN PART as provided for herein.

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IT IS FURTHER ORDERED that Defendants News+Media Capital Group LLC and Las Vegas-Review Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part is GRANTED IN PART and DENIED IN PART as provided for herein.

Dated this 22nd day of January, 2020.

The Honorable Timothy C. Williams

Submitted by:

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, v. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company, Defendants.	Case No.: A-18-772591-B Dept. No.: 16 **NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD**
LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation, Counterclaimant, v. LAS VEGAS SUN, INC., a Nevada corporation, Counter-defendant.	

Case Number: A-18-772591-B

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the **FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD** was entered in the above-entitled matter on January 28, 2020, a copy of which is attached hereto.

DATED this 28th day of January, 2020.

KEMP, JONES & COULTHARD, LLP

/s/ Michael Gayan

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CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of January, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD** via the Court's electronic filing system only, pursuant to the Nevada Electronic Filing and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic service list.

/s/ Pamela Montgomery

An Employee of Kemp, Jones & Coulthard, LLP

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DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation,

Plaintiff,

v.

NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company,

Defendants.

LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation,

Counterclaimant,

v.

LAS VEGAS SUN, INC., a Nevada corporation,

Counter-defendant.

Case No.: A-18-772591-B
Dept. No.: XVI

~~[PROPOSED]~~ FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD

Hearing Date: October 22, 2019

JAN 03 2020

Case Number: A-18-772591-B

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This matter came before the Court on October 22, 2019, at 1:30 P.M., with all parties appearing by and through their counsel of record, on (a) Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part, (b) Defendants News+Media Capital Group LLC's and Las Vegas-Review Journal, Inc.'s Motion to Vacate the Arbitration Award, and (c) Defendants News+Media Capital Group LLC's and Las Vegas-Review Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part (collectively, the "Motions").

The Court, having considered the papers filed in support of and in opposition to the Motions, having heard arguments of counsel, and for good cause appearing, enters the following findings, conclusions and Order:[1]

BACKGROUND

1. On June 10, 2005, Plaintiff Las Vegas Sun, Inc. (the "Sun") and Defendant Las Vegas Review-Journal, Inc.'s predecessor executed a joint operating arrangement (the "JOA").

The Sun's Complaint and the Arbitration

2. On April 10, 2018, Plaintiff Las Vegas Sun, Inc. (the "Sun") filed its Complaint against Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc. (collectively, the "Review-Journal") in the above-captioned matter regarding disputes related to the JOA, and moved this Court to compel arbitration of certain (but not all) claims outlined in the Complaint.

3. This Court granted the Sun's motion to compel arbitration via an order entered on November 21, 2018.

4. In the arbitration proceedings, the parties engaged in discovery, submitted written briefs, and presented arguments and evidence before the Arbitrator.

5. After a multi-day arbitration hearing, the Arbitrator issued a Final Award of

[1] Any finding of fact more properly characterized as a conclusion of law shall be deemed so. Any conclusion of law more properly characterized as a finding of fact shall be deemed so.

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Arbitrator on July 2, 2019 (the "Award").

The Arbitration Award

6. The Award contains the Arbitrator's rulings on the following claims and requests for relief: (a) the Sun's requests for declaratory relief related to interpretation of various JOA provisions (i.e., Section 4.2, Section 5.1.4, and the audit provision in Appendix D); (b) the Sun's breach of contract claims related to those same sections of the JOA; (c) the Sun's claim for tortious breach of the implied covenant of good faith and fair dealing related to those same sections of the JOA; and (d) both parties' requests for an award of attorneys' fees and costs related to the arbitration proceedings. The full contents of the Award are the subject of various motions to seal pending before this Court.

The Parties' Motions to Confirm/Vacate the Award

7. On September 13, 2019, the Sun filed its Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (the "Sun's Motion").

8. On September 18, 2019, the Review-Journal filed its Motion to Vacate Arbitration Award.

9. On September 30, 2019, the Review-Journal filed its opposition to the Sun's Motion along with a Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part.

10. By October 11, 2019, the parties completed briefing the motions.

11. On October 22, 2019, this Court heard arguments on the parties' motions.

12. On December 4, 2019, this Court issued its six-page Minute Order resolving the parties' motions, affirming the Award in its entirety, and directing the parties to prepare and submit this more detailed Order for the Court's review and signature.

DISCUSSION, FINDINGS AND CONCLUSIONS

The RJ's Motion to Vacate Arbitration Award

13. The first issue raised by the Review-Journal as the basis to vacate the Award focused on whether the Arbitrator disregarded the plain language of the JOA by failing to

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subtract editorial expenses from revenues in order to calculate EBITDA (earnings before interest, taxes, depreciation, and amortization) for the purposes of determining the Sun's share of profits under the JOA.

14. Under Nevada law, "[t]he party seeking to attack the validity of an arbitration award has the burden of proving, by clear and convincing evidence, the statutory or common-law ground relied upon for challenging the award." *Washoe Cty. Sch. Dist. v. White*, 133 Nev. 301, 303, 396 P.3d 834, 838 (2017) (quoting *Health Plan of Nev., Inc. v. Rainbow Med., LLC*, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004)). There are two common-law grounds recognized in Nevada under which a court may review private binding arbitration award: (1) whether the award is arbitrary, capricious, or unsupported by the agreement; and (2) whether the arbitrator manifestly disregarded the law." *Id.* at 306. The Nevada Supreme Court explained the distinction between the two as: "the former standard ensures that the arbitrator does not disregard the facts or the terms of the arbitration agreement," while "the latter standard ensures that the arbitrator recognizes applicable law." *Id.*

15. Moreover, "[j]udicial inquiry under the manifest-disregard-of-the-law standard is extremely limited." *Id.* When a party seeks to vacate an arbitration award based on manifest disregard of the law, they must show more than a mere objection to the results of the arbitration. *Id.* Consequently, the Court's focus is not on whether the Arbitrator correctly interpreted the law, but "whether the arbitrator, knowing the law and recognizing that the law required a particular result, simply disregarded the law." *Id.*

16. In the instant action, the Arbitrator was presented with the JOA's plain language and determined that under the JOA, editorial expenses should not be included in the EBITDA calculation. There appears to be a colorable justification for the Arbitrator's findings on this issue. The Arbitrator concluded:

> The term "Retention" was very similar to earnings before interest, taxes, depreciation and amortization (EBITDA). The prior (pre-2005) computation of "Retention" included Editorial Expenses of the RJ as allowable deductible expenses. On the other hand, a specific provision of the JOA (4.2), a provision which was new to the calculation in the 2005 JOA, specifically indicates that the RJ and Sun would each bear their own editorial costs meaning that the RJ would not, in keeping the books of the JOA, be permitted to deduct editorial

> expenses of the RJ in computing EBITDA of the JOA and the subsequent annual profits payments (if any) to the Sun. The weight of the evidence leads to the conclusion that the RJ has improperly deducted the RJ editorial expenses reducing the EBITDA of the JOA resulting in improperly low annual profits payments to the Sun.

17. Consequently, the Court finds that the Review-Journal has failed to meet its burden by clear and convincing evidence that the Arbitrator manifestly disregarded the JOA's contract provisions as to the deduction of editorial expenses.

18. Next, the Arbitrator considered Section 5.1.4 of the JOA to determine the impact of promotional activities and expense on the EBITDA. The Arbitrator concluded that under his interpretation of Section 5.1.4 there was evidence of impermissible deductions. The Arbitrator noted:

> The weight of the evidence indicated that the RJ charged all promotional expenses to the JOA (both expenses that would be allowed as promotion of both the RJ and Sun in equal prominence and additional promotional activities expenses of the RJ only) resulting in lower EBITDA and payments to the Sun. There was not enough evidence presented in this matter to make a definitive damages calculation of wrongfully charged additional promotional activities expenses by the RJ. A crucial element of a breach of contract action is the proof of damages beyond speculation. Fortunately, the "audit" awarded in this matter could determine the damages (and additional profits payments due), if any, from the RJ's charging of all (both proper and additional) promotional expenses to the JOA EBITDA. It is the finding of this tribunal that additional promotional activities may not be included in the expenses charged to the JOA EBITDA.

19. In light of the Arbitrator's analysis and reliance of Section 5.1.4 of the JOA, the Court finds that there is not clear and convincing evidence that the Arbitrator manifestly disregarded the JOA's contract provisions as to promotional activities and expenses.

20. Next, the Court reviews the Review-Journal's contentions that the Arbitrator exceeded his authority when he issued a two-page supplementary non-binding interpretation regarding the ordered audit.

21. In determining the grounds for invalidating an arbitration award based on the assertion that an Arbitrator exceeded his authority, in *Washoe*, the Nevada Supreme Court noted:

> "The Nevada Arbitration Act provides specific grounds for invalidating an arbitration award. NRS 38.241(1)(d) dictates that a court shall vacate an arbitration award if the arbitrator exceeded his powers." *Health Plan of Nev.*,

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Washoe, 133 Nev. at 304.

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> Appendix D to the JOA allowing for the Claimant to "...appoint an certified public accounting firm or law firm as Sun's representative to examine and audit the books and records of the Review-Journal and the other publications whose earnings are included in EBITDA for the purposes of verifying the determinations of the changes to the Annual Profit Payments..." (this provision has been referred to by both parties as "audit"). Respondent indicated that an "audit" has never been refused however the conduct of Respondent certainly has done just about everything possible to blunt, avoid, deter and postpone an "audit". In accordance with the scope of this tribunal's authority, Claimant's request for an "audit" is granted. Claimant may undertake the "audit" for the periods covered by this award (December 15, 2015 through March 31, 2018) and forward per the declaratory relief granted. Respondent had requested that this award, if an "audit" be directed, limit the scope and/or party to conduct the "audit". This award does not define the scope of the "audit" as part of the award as such specificity may be beyond the scope of the tribunal's authority.

23. In review of the Award, the Arbitrator ordered an audit but recognized there is no provision for the creation of audit rules or guidelines in the JOA. Additionally, the Arbitrator noted that neither party requested any of audit rules or guidelines provided in the Award. It is clear in review of the Award that the Arbitrator was well aware of the limits of his authority and simply suggested a non-binding legal evaluation and recommendation as to the guideline for an audit. Thus, the Arbitrator's non-binding legal opinion is not a sufficient basis to vacate the Award.

24. Next, the Court has to consider whether the Arbitrator issued an Award that was arbitrary and capricious. Under Nevada law, a court's review of the arbitrary-and-capricious

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standard is limited to whether the arbitrator's findings are supported by substantial evidence in the record. *Washoe*, 133 Nev. at 308. Further, "The arbitrary-and-capricious standard does not permit a reviewing court to vacate an arbitrator's award based on a misinterpretation of the law." *Id.*

25. As this Court has already found, the Arbitrator based his rulings on his interpretations of the JOA. Under the facts of this case and the JOA, there is substantial evidence to support the Award.

The Sun's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part

26. After reviewing Section 5.1.4, the Arbitrator determined that House Ads were not additional promotional activities and expenses. The Sun argues that the Arbitrator's ruling is arbitrary and capricious and a manifest disregard of the law. Nonetheless, the Court finds that the Arbitrator did consider section 5.1.4 in relation to House Ads, and as a result the Court affirms the Award on this issue.

27. Additionally, after weighing the evidence in this matter, the Arbitrator denied the Sun's claims for tortious breach of the implied covenant of good faith and fair dealing. The Court again reiterates that its inquiry under the manifest-disregard-of-the law standard is extremely limited. Consequently, the Court will not reassess and weigh the evidence that the Arbitrator relied on to make his decision. It is clear to the Court that the Arbitrator understood that there is a distinction between contract and tort claims, and the unique nature of the covenant of good faith and fair dealing as it relates to contracts versus torts. Further, the Arbitrator noted the sections of the JOA to which the tort claims potentially applied. Although it is not set forth in detail, the Arbitrator evaluated the parties' unique relationship, and he determined there was insufficient evidence of intentional conduct on this issue. Therefore, he found that the Review-Journal's conduct "does not qualify for tortious breach." Consequently, with respect to the Sun's claim for tortious breach of the implied covenant of good faith and fair dealing, the Court finds that the Arbitrator did not manifestly disregard the law or the JOA, and the decision was not arbitrary and capricious.

28. Also, the Arbitrator noted that both parties requested attorneys' fees, costs and the cost of arbitration; but, found that no provision in the JOA addressed awarding attorneys' fees and costs in connection with this matter. Rather, the Arbitrator interpreted Appendix D of the JOA and found that Appendix D addressed the award of arbitration fees and costs. As a consequence, the Arbitrator awarded only fees and costs of the arbitration. Thus, the Court finds that the Arbitrator did consider the entire JOA and more specifically Appendix D to support his ruling. Accordingly, the Court affirms the Arbitrator's ruling on attorneys' fees and costs.

29. Lastly, the Sun argues that the Arbitrator failed to enter a ruling on whether the Review-Journal breached the JOA audit provision. However, the Arbitrator determined that the Review-Journal has never refused to conduct an audit. Therefore, the Arbitrator simply ordered that an audit be conducted and this decision is affirmed.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Arbitration Award is confirmed in its entirety.

IT IS FURTHER ORDERED that Defendants Review-Journal's Motion to Vacate the Arbitration Award is DENIED.

IT IS FURTHER ORDERED that Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part the Sun's Motion to Vacate the Arbitration Award is GRANTED IN PART and DENIED IN PART as provided for herein.

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IT IS FURTHER ORDERED that Defendants News+Media Capital Group LLC and Las Vegas-Review Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part is GRANTED IN PART and DENIED IN PART as provided for herein.

Dated this 22nd day of January, 2020.

The Honorable Timothy C. Williams

Submitted by:

KEMP, JONES & COULTHARD, LLP

J. Randall Jones, Esq. (#1927)
Michael J. Gayan, Esq. (#11135)
Mona Kaveh, Esq. (#11825)
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169

Counsel for Defendants/Counterclaimant

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

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2/18/2020 12:25 PM
Steven D. Grierson
CLERK OF THE COURT

E. LEIF REID, Nevada Bar No. 5750
KRISTEN L. MARTINI, Nevada Bar No. 11272
NICOLE SCOTT, Nevada Bar No. 13757
LEWIS ROCA ROTHGERBER CHRISTIE LLP
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JAMES J. PISANELLI, Nevada Bar No. 4027
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TLB@pisanellibice.com
JTS@pisanellibice.com

Attorneys for Plaintiff/Counter-Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, vs. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company; Defendants.	**CASE NO.: A-18-772591-B** **DEPT.: 16** **JUDGMENT**
LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation, Counterclaimant, vs. LAS VEGAS SUN, INC., a Nevada corporation, Counter-Defendant.	

FEB 06 2020

Lewis Roca ROTHGERBER CHRISTIE
One East Liberty Street, Suite 300
Reno, NV 89501-2128

Case Number: A-18-772591-B

Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or Alternatively, Modify or Correct the Award, in Part; Defendants News+Media Capital Group LLC's and Las Vegas Review-Journal, Inc.'s Motion to Vacate the Arbitration Award; and Defendants News+Media Capital Group, LLC's and Las Vegas Review-Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part and to Vacate the Award, in Part, came on for hearing before the Court, the Honorable Timothy C. Williams presiding, and good cause appearing, **the Court finds as follows:**

On January 28, 2020, this Court entered its Findings of Facts, Conclusions of Law, and Order Affirming the Arbitration Award, which, *inter alia*, confirmed the arbitrator's award of $1,662,720 in damages on Plaintiff Las Vegas Sun, Inc.'s Third Claim for Relief (Breach of Contract—Editorial Costs: Section 4.2 and Related Provisions), and $261,459.94 of simple interest on this damages award through January 28, 2020, against Defendants News+Media Capital Group LLC's and Las Vegas Review-Journal, Inc.

On January 28, 2020, this Court entered its Findings of Facts, Conclusions of Law, and Order Affirming the Arbitration Award, which, *inter alia*, confirmed the arbitrator's award of $40,666.38 in fees and costs of arbitration to Plaintiff Las Vegas Sun, Inc., against Defendants News+Media Capital Group LLC's and Las Vegas Review Journal, Inc.

IT IS HEREBY ORDERED AND ADJUDGED that judgment, pursuant to NRS 38.243(1), is entered in favor of Las Vegas Sun, Inc., in the amount of $1,924,179.94, with post-judgment interest of $250.54 per day accruing thereon from January 28, 2020, until paid in full.

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Lewis Roca ROTHGERBER CHRISTIE
One East Liberty Street, Suite 300
Reno, NV 89501-2128

IT IS HEREBY FURTHER ORDERED AND ADJUDGED that judgment, pursuant to NRS 38.243(1), is entered in favor of Las Vegas Sun, Inc., in the amount of $40,666.38, with post-judgment interest accruing thereon from January 28, 2020, until paid in full, as contemplated by NRS 17.130(2).

DATED this 10 day of Feb, 2020.

DISTRICT COURT JUDGE

Submitted by:

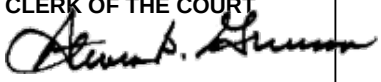
/s/ Kristen L. Martini
E. LEIF REID, Bar No. 5750
KRISTEN L. MARTINI, Bar No. 11272
NICOLE SCOTT, Bar No. 13757
LEWIS ROCA ROTHGERBER CHRISTIE LLP
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JORDAN T. SMITH, Bar No. 12097
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400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Attorneys for Plaintiff/Counter-Defendant

One East Liberty Street, Suite 300
Reno, NV 89501-2128
Lewis Roca ROTHGERBER CHRISTIE

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Steven D. Grierson
CLERK OF THE COURT



NJUD
E. LEIF REID, ESQ., BAR NO. 5750
KRISTEN L. MARTINI, ESQ., BAR NO. 11272
NICOLE SCOTT, ESQ., BAR NO. 13757
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Email: JJP@pisanellibice.com
TLB@pisanellibice.com
JTS@pisanellibice.com

Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation,

Plaintiff,

v.

NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company;,

Defendants.

CASE NO.: A-18-772591-B

DEPT.: 16

NOTICE OF ENTRY OF JUDGMENT

/ / /

One East Liberty Street, Suite 300
Reno, NV 89501-2128
Lewis Roca ROTHGERBER CHRISTIE

PLEASE TAKE NOTICE that a "Judgment" was entered on February 18, 2020. A copy of the Judgment is attached hereto.

DATED this 18th day of February, 2020.

By: */s/ Kristen L. Martini*

E. LEIF REID, Bar No. 5750
KRISTEN L. MARTINI, Bar No. 11272
NICOLE SCOTT, Bar No. 13757
LEWIS ROCA ROTHGERBER CHRISTIE LLP
One East Liberty Street, Suite 300
Reno, Nevada 89501-2128

JAMES J. PISANELLI, Bar No. 4027
TODD L. BICE, Bar No. 4534
JORDAN T. SMITH, Bar No. 12097
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I certify that I am an employee of LEWIS ROCA ROTHGERBER CHRISTIE LLP, and that on this date, I caused the foregoing **NOTICE OF ENTRY OF JUDGMENT** to be served by electronically filing the foregoing with the Odyssey electronic filing system, which will send notice of electronic filing to the following:

Richard J. Stone
David R. Singer
Amy M. Gallegos
JENNER & BLOCK LLP
633 West 5th Street, Suite 3600
Los Angeles, California 90071

J. Randall Jones, Esq., SBN 1927
Michael J. Gayan, Esq., SBN 11135
Monah Kaveh, Esq., SBN 11825
KEMP, JONES & COULTHARD, LLP
3880 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169

DATED this 18th day of February, 2020.

/s/ Autumn D. McDannald
Employee of Lewis Roca Rothgerber Christie LLP

One East Liberty Street, Suite 300
Reno, NV 89501-2128
Lewis Roca ROTHGERBER CHRISTIE

Electronically Filed
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Steven D. Grierson
CLERK OF THE COURT

E. LEIF REID, Nevada Bar No. 5750
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JTS@pisanellibice.com

Attorneys for Plaintiff/Counter-Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SUN, INC., a Nevada corporation, Plaintiff, vs. NEWS+MEDIA CAPITAL GROUP LLC, a Delaware limited liability company; and LAS VEGAS REVIEW-JOURNAL, INC., a Delaware limited liability company; Defendants.	**CASE NO.: A-18-772591-B** **DEPT.: 16** **JUDGMENT**
LAS VEGAS REVIEW-JOURNAL, INC., a Delaware corporation, Counterclaimant, vs. LAS VEGAS SUN, INC., a Nevada corporation, Counter-Defendant.	

FEB 06 2020

Lewis Roca ROTHGERBER CHRISTIE
One East Liberty Street, Suite 300
Reno, NV 89501-2128

Case Number: A-18-772591-B

Plaintiff Las Vegas Sun, Inc.'s Motion to Confirm Arbitration Award, in Part, and to Vacate or Alternatively, Modify or Correct the Award, in Part; Defendants News+Media Capital Group LLC's and Las Vegas Review-Journal, Inc.'s Motion to Vacate the Arbitration Award; and Defendants News+Media Capital Group, LLC's and Las Vegas Review-Journal, Inc.'s Conditional Countermotion to Confirm Arbitration Award, in Part and to Vacate the Award, in Part, came on for hearing before the Court, the Honorable Timothy C. Williams presiding, and good cause appearing, **the Court finds as follows:**

On January 28, 2020, this Court entered its Findings of Facts, Conclusions of Law, and Order Affirming the Arbitration Award, which, *inter alia*, confirmed the arbitrator's award of $1,662,720 in damages on Plaintiff Las Vegas Sun, Inc.'s Third Claim for Relief (Breach of Contract—Editorial Costs: Section 4.2 and Related Provisions), and $261,459.94 of simple interest on this damages award through January 28, 2020, against Defendants News+Media Capital Group LLC's and Las Vegas Review-Journal, Inc.

On January 28, 2020, this Court entered its Findings of Facts, Conclusions of Law, and Order Affirming the Arbitration Award, which, *inter alia*, confirmed the arbitrator's award of $40,666.38 in fees and costs of arbitration to Plaintiff Las Vegas Sun, Inc., against Defendants News+Media Capital Group LLC's and Las Vegas Review Journal, Inc.

IT IS HEREBY ORDERED AND ADJUDGED that judgment, pursuant to NRS 38.243(1), is entered in favor of Las Vegas Sun, Inc., in the amount of $1,924,179.94, with post-judgment interest of $250.54 per day accruing thereon from January 28, 2020, until paid in full.

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One East Liberty Street, Suite 300
Reno, NV 89501-2128

Lewis Roca
ROTHGERBER CHRISTIE

IT IS HEREBY FURTHER ORDERED AND ADJUDGED that judgment, pursuant to NRS 38.243(1), is entered in favor of Las Vegas Sun, Inc., in the amount of $40,666.38, with post-judgment interest accruing thereon from January 28, 2020, until paid in full, as contemplated by NRS 17.130(2).

DATED this 10 day of Feb, 2020.

DISTRICT COURT JUDGE

Submitted by:

/s/ Kristen L. Martini
E. LEIF REID, Bar No. 5750
KRISTEN L. MARTINI, Bar No. 11272
NICOLE SCOTT, Bar No. 13757
LEWIS ROCA ROTHGERBER CHRISTIE LLP
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Las Vegas, Nevada 89101

Attorneys for Plaintiff/Counter-Defendant

One East Liberty Street, Suite 300
Reno, NV 89501-2128
Lewis Roca ROTHGERBER CHRISTIE

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters	**COURT MINUTES**	**August 22, 2018**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

August 22, 2018	**2:27 PM**	**Minute Order**	**Minute Order: Recusal**

HEARD BY: Denton, Mark R. **COURTROOM:** Chambers

COURT CLERK: April Watkins

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- GIVEN the Court s previous professional relationship with one of the parties and its previous professional and long-time personal friendship with principals of the same, and to avoid the appearance of impropriety, the Court RECUSES from further involvement in this case and directs that it be reassigned to another Business Court Department. CANON 2, Rule 2.11, Commentary [1].

IT IS SO ORDERED.

CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, April Watkins, to all registered parties for Odyssey File & serve. aw

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **October 24, 2018**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

October 24, 2018 **9:00 AM** **All Pending Motions**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Dana J. Tavaglione

PARTIES PRESENT:

Martini, Kristen L.	Attorney
Pocker, Richard J.	Attorney
Reid, Leif	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Robert Cauthorn, representative of Las Vegas Sun, present.

DEFENDANTS' MOTION TO DISMISS...PLAINTIFFS' MOTION TO COMPEL ARBITRATION

Arguments by counsel on Motions. Court stated ITS FINDINGS and ORDERED, Motion to Dismiss DENIED; Motion to Compel GRANTED. Pltf. to prepare order and circulate to counsel.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **December 04, 2018**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

December 04, 2018 **9:00 AM** **Motion**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Martini, Kristen L.	Attorney
Pocker, Richard J.	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Robert Cauthorn, representative of Las Vegas Sun, present.

Matter of Motion to Extend Deadline for the Filing of Defendants Response to Plaintiffs Motion for Partial Summary Judgment and to Vacate and Reschedule Hearing on Order Shortening Time (First Request).

Arguments by counsel. Colloquy regarding possible continuance of all pending matters and scheduling briefing. COURT ORDERED, Motion GRANTED; Response to Motion for Partial Summary Judgment DUE 12/10/18; Reply thereto DUE 12/17/18 by 12:00 p.m. COURT FURTHER ORDERED, following matters CONTINUED: Pltf's Motion for Partial Summary Judgment and Defts' Motion for Reconsideration on Order Shortening Time.

CONTINUED TO: 12/19/18 1:15 P.M.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **December 19, 2018**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

December 19, 2018 **1:15 PM** **All Pending Motions**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Martini, Kristen L.	Attorney
Pocker, Richard J.	Attorney
Reid, Leif	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Nicole Scott, Esq. present for Pltf. Las Vegas Sun. Representatives of Las Vegas Sun present: Brian Greenspun, Myra Greenspun, and Robert Cauthorn, present.

DEFENDANTS' MOTION FOR RECONSIDERATION OF COURT'S ORDER GRANTING PLAINTIFF'S MOTION TO COMPEL ARBITRATION AND DENYING DEFENDANTS' MOTION TO DISMISS, AND REQUEST FOR STAY ON ORDER SHORTENING TIME
Arguments by counsel. COURT ORDERED, Motion DENIED; Ms. Martini to prepare detailed amended order within a week.

PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT FOR DECLARATORY RELIEF AND BREACH OF CONTRACT/SPECIFIC PERFORMANCE
Arguments by counsel. Court advised decision forthcoming within a week.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters	**COURT MINUTES**	**February 04, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

February 04, 2019 **8:13 AM** **Minute Order**

HEARD BY: Williams, Timothy C. **COURTROOM:** Chambers

COURT CLERK: Christopher Darling

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- After a review and consideration of the points and authorities on file herein, and the argument of counsel, the Court determined as follows:

The Court has reviewed the issues raised by Plaintiff, Las Vegas, Sun, Inc. (LVS) in its Motion for Partial Summary Judgment for Declaratory Relief and Breach of Contract/Specific Performance (First and Fourth Claims for Relief).

It is clear that the Joint Operating Agreement (JOA) is binding and controls the contractual relationship as to LVS and the News+Media Capital Group, LLC. (News-Media). However, issues as to whether there is a material breach of Section 5.1 and Appendices A and B of the JOA by Defendant, News-Media are questions of fact and not the proper basis to support granting summary judgment at this time. Additionally, the remedy of specific performance is only available as an alternative claim to monetary damage where the remedy at law is inadequate. It is premature at this time to reach such a conclusion. Ultimately, the Court anticipates that all issues of compliance and/or breach of Section 5.1 and Appendices A and B of the JOA will require expert testimony to assist the trier of fact in reaching their decision in this matter.

Based on the foregoing, Plaintiff LVS s Motion for Partial Summary Judgment for Declaratory Relief

and Breach of Contract for Specific Performance (First and Fourth Claims for Relief) shall be DENIED.

Counsel for News-Media shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

CLERK S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **April 03, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

April 03, 2019 **9:15 AM** **Mandatory Rule 16 Conference**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER:

PARTIES PRESENT:

Levin, Akke	Attorney
Martini, Kristen L.	Attorney

JOURNAL ENTRIES

- Matter of Mandatory Discovery Conference. Ms. Martini advised related arbitration begins 4/15/19 and concludes 4/26/19. Colloquy regarding impact of the arbitration as to discovery proceeding in this case and claims anticipated for trial. Court stated 2 weeks to be set aside for trial. As to witnesses, Ms. Martini advised 13 total which accounts for 3 duplicates. Ms. Levin advised a confidentiality and protective order and ESI to be negotiated. There being agreement, COURT ORDERED, Trial dates SET; Close of Discovery SET 9/27/19. Department to issue scheduling order.

1/9/20 10:30 AM PRETRIAL/CALENDAR CALL

1/27/20 9:30 AM BENCH TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters	**COURT MINUTES**	**August 21, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

August 21, 2019	**9:00 AM**	**Motion for Protective Order**	**See 9/4/19 Minute Order**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Jones, Jon Randall	Attorney
Levin, Akke	Attorney
Martini, Kristen L.	Attorney
Scott, Nicole	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Benjamin Lipman, Esq. also present as General Counsel for Las Vegas Review-Journal.

Matter of Review-Journal's Motion for Protective Order and Objections Under NRCP 45. Mr. Jones argued for opportunity for review and privilege log, and for expansive view as to a representative. Ms. Martini proposed monthly case management conferences and argued burden not met as to whether fact witness at issue covered. Court stated decision to issue next week by way of Minute Order. Colloquy regarding proposed monthly conferences. Court stated if efforts to resolve issue discussed are unsuccessful, Court will entertain motion on order shortening time from Ms. Martini.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **September 04, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

September 04, 2019 12:12 AM Minute Order

HEARD BY: Williams, Timothy C. **COURTROOM:** Chambers

COURT CLERK: Christopher Darling

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- After review and consideration of the arguments of counsel and the moving papers on file herein, the Court determined as follows:

Upon reflection, the Court has considered Defendant News+Media Capital Group, LLC and Las Vegas Review Journal, Inc. s (Collectively the R.J.s) Motion for a Protective Order as it relates to Plaintiff Las Vegas Sun, Inc. s (LV Sun) Notice of Subpoena Duces Tecum regarding the files of J. Ford Huffman. According to the declaration of Keith Moyer dated August 14, 2019, Mr. Huffman was retained to perform two functions. The first task was to assist R.J. employees and managers in the redesign of the newspaper, including the LV Sun insert portion of the newspaper. Mr. Huffman also consulted with and assisted the R.J. as a litigation consultant in responding to the LV Sun s Motion for Summary Judgment. The Court is well aware of positions asserted by the parties and would probably be required to conduct an evidentiary hearing to determine if Mr. Huffman s role in assisting the R.J. rose to the level of functional equivalent of an employee and thus subject to attorney client privilege. Additionally, Defendant R.J. alleges that Mr. Huffman was retained as a litigation consultant resulting in the application of the work product doctrine. Considering the totality of the arguments presented, without a more developed record, it is uncertain as to whether the functional equivalent doctrine applies at this time. However, it is patently apparent that Mr. Huffman has been retained by Defendant R.J. in the dual capacity to work on the newspaper redesign and as a litigation

consultant. As a result of Mr. Huffman s dual capacity, the Court will take a cautious approach to the production of documents in Mr. Huffman s possession. In order to prevent the inadvertent disclosure of privileged documents, the Court feels that in order to save time and expedite discovery in this matter and without the necessity of an evidentiary hearing, the Court shall require Mr. Huffman to supply all documents in his possession to Defendant R.J., who then shall be required to prepare a privilege log identifying all documents with particularity and assert the basis, if any for privileged documents for the record. The privileged log shall be prepared and exchanged by counsel within ten days from entry of this Court s order. In addition, the Court shall set a status check on 10/16/2019 at 9:00AM to expedite the discovery and to address the applicability of any asserted privileges. Consequently, Defendant R.J. s Motion for Protective Order shall be Granted in Part as to potential work product privileged based on work as a litigation consultant and Denied in Part as to the functional equivalent employer classifications.

Counsel for Defendant R.J. shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

CLERK'S NOTE: The above Minute Order has been corrected with regards to the status check date as was brought to the Court s attention. The initial 10/4/19 setting was a date on which the Court is unavailable; the correct status check date is 10/16/19 at 9:00 a.m. as reflected above. This Minute Order has been electronically served to the parties through Odyssey eFile. /cd 9-26-19/

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **September 25, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

September 25, 2019 9:00 AM Motion for Leave

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Gayan, Michael J	Attorney
Jones, Jon Randall	Attorney
Martini, Kristen L.	Attorney
Pisanelli, James J	Attorney
Reid, Leif	Attorney
Scott, Nicole	Attorney
Smith, Jordan T., ESQ	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Representatives of Pltf. present: Brian Greenspun, Myra Greenspun, and Amy Greenspun. Benjamin Lipman, Esq. present as General Counsel for Deft. Las Vegas Review-Journal. Attorney David Singer, Pro Hac pending, present for Defts.

Matter of Defendants News+Media Capital Group LLC and Las Vegas Review-Journal, Inc.'s Motion for Leave to Amend Answer and Assert Counterclaim on Order Shortening Time. Mr. Jones requested pending Motions to Associate Counsel David Singer, Amy Gallegos, and Richard Stone be granted. Mr. Reid advised no opposition to the Motions. COURT ORDERED, Motions to Associate Counsel GRANTED. Arguments by Mr. Jones and Mr. Pisanelli regarding Motion for Leave. COURT ORDERED, Motion for Leave GRANTED; no rights have been waived. Mr. Jones advised will prepare the order and circulate to counsel.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **October 22, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

October 22, 2019 **1:30 PM** **All Pending Motions**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Gayan, Michael J	Attorney
Jones, Jon Randall	Attorney
Martini, Kristen L.	Attorney
Pisanelli, James J	Attorney
Reid, Leif	Attorney
Scott, Nicole	Attorney
Smith, Jordan T., ESQ	Attorney
Stone, Richard L.	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Benjamin Lipman, Esq. present as General Counsel for Deft. Las Vegas Review-Journal.

PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART...DEFENDANTS' MOTION TO VACATE ARBITRATION AWARD

Argument by Mr. Reid. CONFERENCE AT BENCH. Arguments by Mr. Reid and Mr. Jones. Mr. Jones provided document for Court's review. Colloquy regarding scheduling other pending matters from today. As to the Arbitration Motions, Court stated will issue decision after review of issues regarding exceeding powers, common law, sufficient evidence, and manifest disregard. COURT

ORDERED, outstanding pending matters from today CONTINUED.

CONTINUED TO: 10/31/19 1:00 PM PLAINTIFF'S MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD...DEFENDANTS' MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO MOTION TO VACATE...PLAINTIFF'S MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO AMEND ANSWER AND ASSERT COUNTERCLAIM...PLAINTIFF'S MOTION TO COMPEL PRODUCTION OF DOCUMENTS...STATUS CHECK: EXPEDITED DISCOVERY AND APPLICABILITY OF ASSERTED PRIVILEGES

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **October 31, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

October 31, 2019 **1:00 PM** **All Pending Motions**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Jones, Jon Randall	Attorney
Kaveh, Mona	Attorney
Martini, Kristen L.	Attorney
Pisanelli, James J	Attorney
Reid, Leif	Attorney
Smith, Jordan T., ESQ	Attorney

JOURNAL ENTRIES

- PLAINTIFF'S MOTION TO COMPEL PRODUCTION OF DOCUMENTS
Arguments by Ms. Martini and Mr. Jones. COURT ORDERED, Motion GRANTED; documents must be provided; no sanctions at this time in light of third-party issues. Colloquy regarding a status check as to outstanding issues and electronically stored information ("ESI"). COURT FURTHER ORDERED, Status Check regarding same SET for time of 11/6/19 matters hearing.

PLAINTIFF'S MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD...PLAINTIFF'S MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL AS TO OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO AMEND ANSWER AND ASSERT COUNTERCLAIM...DEFENDANTS' MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL
Arguments by Mr. Smith and Mr. Jones. Discussion regarding an appendix with tabs for submission

of the Motions. Court directed the supplement delivered by Monday next week for a decision.

STATUS CHECK: EXPEDITED DISCOVERY AND APPLICABILITY OF ASSERTED PRIVILEGES
Court noted matter previously addressed.

11/4/19 3:00 AM (CHAMBERS) STATUS CHECK: SUPPLEMENT TO MOTIONS FOR LEAVE TO FILE DOCUMENTS UNDER SEAL

11/6/19 9:00 AM STATUS CHECK: OUTSTANDING DISCOVERY AND ESI

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **November 06, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

November 06, 2019 9:00 AM All Pending Motions

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Gayan, Michael J	Attorney
Jones, Jon Randall	Attorney
Kaveh, Mona	Attorney
Martini, Kristen L.	Attorney
Reid, Leif	Attorney
Scott, Nicole	Attorney
Smith, Jordan T., ESQ	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Robert Cauthorn, COO of Las Vegas Sun, also present.

DEFENDANTS MOTION TO SEAL OPPOSITION AND EXHIBITS A-K...MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL [THE SUN'S OPPOSITION AND EXHIBITS TO DEFENDANTS' MOTION TO VACATE ARBITRATION AWARD]
Arguments by Mr. Smith and Mr. Jones. Court stated will review matters and issue detailed minute order shortly. Court further stated records at issue remain in their current state until time of the order. Colloquy regarding supplementation provided today by counsel as relates to forthcoming decision on sealing Motions. Court stated it sought documents Arbitrator was relying upon, namely, the joint operating agreements. Court also stated no preclusion from supplementing the matter further. Mr. Gayan advised will provide a supplement by tomorrow or Friday.

PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT...DEFENDANTS' (1) LIMITED OPPOSITION TO PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT AND (2) COUNTERMOTION TO CONTINUE TRIAL
Arguments by Mr. Reid and Mr. Jones. COURT ORDERED, Motion for Leave to Amend Complaint GRANTED. Prevailing party to prepare the order. Discussion and argument by counsel regarding Countermotion to Continue Trial in light of two new claims. As to the Countermotion, COURT FURTHER ORDERED, case schedule as follows: Initial Experts 1/20/20; Rebuttal Experts 2/19/20; Close of Discovery 4/20/20; Dispositive Motions 5/18/20; Trial 6/15/20. Department to issue amended trial order.

STATUS CHECK: OUTSTANDING DISCOVERY AND ESI...DEFENDANTS NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW JOURNAL, INC'S OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND CONDITIONAL COUNTERMOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE THE AWARD, IN PART
Colloquy regarding rescheduling remaining matters from today as well as 11/13/19 matters. COURT ORDERED, today's pending matters CONTINUED to 11/12/19 afternoon; 11/13/19 matters RESET to same 11/12/19 session.

CONTINUED TO: 11/12/19 1:15 PM STATUS CHECK: OUTSTANDING DISCOVERY AND ESI...DEFENDANTS NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW JOURNAL, INC'S OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND CONDITIONAL COUNTERMOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE THE AWARD, IN PART

11/12/19 1:15 PM DEFENDANTS' MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL...MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL [EXHIBITS 3-6 TO REPLY TO OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND REFERENCES THERETO]

5/28/20 10:30 AM PRETRIAL/CALENDAR CALL

6/15/20 9:30 AM JURY TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **November 12, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

November 12, 2019 1:15 PM All Pending Motions

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Dana J. Tavaglione

PARTIES PRESENT:

Gayan, Michael J	Attorney
Jones, Jon Randall	Attorney
Pisanelli, James J	Attorney
Reid, Leif	Attorney
Scott, Nicole	Attorney
Smith, Jordan T., ESQ	Attorney

JOURNAL ENTRIES

- MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL [EXHIBITS 3-6 TO REPLY TO OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND REFERENCES THERETO]...DEFENDANTS' MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL
Matters submitted. Court stated will decide all seal issues together and notify counsel if assistance needed.

DEFENDANTS NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW JOURNAL, INC'S OPPOSITION TO PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART, AND CONDITIONAL COUNTERMOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE THE AWARD, IN PART

Mr. Gayan presented binder of materials for Court's review. Court noted receipt of materials needed for decision on the confirmation or vacate matter; decision anticipated before Thanksgiving Holiday.

STATUS CHECK: OUTSTANDING DISCOVERY AND ESI
Mr. Reid advised Ms. Martini unable to attend due to health issue. Mr. Gayan reviewed history of issues with vendor, the rational review, and custodians. Upon inquiry by Mr. Reid as to prior production compelled, Mr. Gayan advised will provide within two (2) weeks and earlier if possible. Court so noted. Discussion and arguments by counsel regarding custodians, search terms with respect to those involved in redesign, and second set of outstanding discovery. Mr. Jones presented documents for Court's review. Mr. Jones advised will perform search as discussed. Colloquy regarding special setting for results of ESI search and related issues as well as the Motion to Dismiss previously set 11/20. COURT ORDERED, Motion to Dismiss REST from 11/20/19 9:30 a.m. to 10:00 a.m.; Status Check SET 11/20/19 at 10:00 a.m. as to the ESI search, custodian issues, and second set of outstanding discovery. Mr. Reid advised will prepare order from today's hearing.

11/20/19 10:00 AM STATUS CHECK: RESULTS OF ESI SEARCH/CUSTODIAN ISSUES/SECOND SET OF OUTSTANDING DISCOVERY

CONTINUED TO: 11/20/19 10:00 AM MOTION TO DISMISS COUNTERCLAIMS OR, ALTERNATIVELY, TO STAY COUNTERCLAIMS PENDING FEDERAL COURT ACTION

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **November 20, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

November 20, 2019 10:00 AM All Pending Motions

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Gayan, Michael J	Attorney
Jones, Jon Randall	Attorney
Pisanelli, James J	Attorney
Reid, Leif	Attorney
Scott, Nicole	Attorney
Smith, Jordan T., ESQ	Attorney
Stone, Richard L.	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Benjamin Lipman, Esq. present as General Counsel for Deft. Las Vegas Review Journal.

MOTION TO DISMISS COUNTERCLAIMS OR, ALTERNATIVELY, TO STAY COUNTERCLAIMS PENDING FEDERAL COURT ACTION...STATUS CHECK: RESULTS OF ESI SEARCH/CUSTODIAN ISSUES/SECOND SET OF OUTSTANDING DISCOVERY

Arguments by Mr. Pisanelli and Mr. Jones regarding the Motion. COURT ORDERED, as to Motion to Dismiss Counterclaims, claims have merit until final adjudication; as to alternative Motion to Stay, matter stayed; will reserve ruling on subject matter jurisdiction and defer to pending resolution of action in Federal Court; Status Check SET in ninety (90) days regarding stay as to federal action. Colloquy regarding stay of entire case in light of anticipated issues with discovery. Court stated

counsel may file appropriate motion for stay on order shortening time with setting not less than ten (10) days for response. Court directed Mr. Pisanell prepare today's Motion order and circulate to counsel. As to today's Status Check, Mr. Reid advised the production outstanding of six months is promised next week. Court stated today's stay is not for purpose of the production. Mr. Gayan reviewed extensive search results, advised parties have agreed on certain terms and anticipates parties will meet and confer on issues. There being agreement, COURT ORDERED, Status Check matter CONTINUED to 12/4/19.

CONTINUED TO: 12/4/19 9:00 AM STATUS CHECK: RESULTS OF ESI SEARCH/CUSTODIAN ISSUES/SECOND SET OF OUTSTANDING DISCOVERY

2/19/20 9:00 AM STATUS CHECK: STAY FOR FEDERAL ACTION

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **November 27, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

November 27, 2019 9:42 AM Minute Order

HEARD BY: Williams, Timothy C. **COURTROOM:** Chambers

COURT CLERK: Christopher Darling

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- At the prior hearing in the instant matter, the Court restated its intention to publish a decision by a minute order on Defendants , New+MEDIA Capital Group LLC; Las Vegas Review Journal, Inc. (The RJ), Motion to Vacate the Arbitration Award, and the Plaintiff s, Las Vegas Sun, Inc., Countermotion to Confirm the Arbitration Award, in Part and to Vacate the Award in Part before November 28, 2019. The Court has reviewed the parties submissions and has finalized its decision and minute order. However, in light of the recent filing by the RJ seeking to stay all aspects of this case, the Court believes out of fairness it cannot publish its decision until after a hearing on the merits of the RJ s Motion to Stay is held.

CLERK'S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **December 04, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

December 04, 2019 9:30 AM All Pending Motions

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Gayan, Michael J	Attorney
Jones, Jon Randall	Attorney
Martini, Kristen L.	Attorney
Pisanelli, James J	Attorney
Reid, Leif	Attorney
Singer, David R.	Attorney
Smith, Jordan T., ESQ	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Robert Cauthorn, COO for Pltf. Las Vegas Sun, present. Representatives of Pltf. present: Brian Greenspun and Myra Greenspun. Benjamin Lipman, Esq. present as General Counsel for Deft. Las Vegas Review-Journal. Representative of Deft. Las Vegas Review-Journal, Keith Moyer, present.

EWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S EMERGENCY MOTION TO STAY CASE AND POSTPONE ACTION ON ARBITRATION-RELATED MOTIONS ON ORDER SHORTENING TIME...LAS VEGAS SUN, INC.'S OPPOSITION TO NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S EMERGENCY MOTION TO STAY CASE AND POSTPONE ACTION ON ARBITRATION-RELATED MOTIONS ON ORDER SHORTENING TIME AND COUNTERMOTION TO STAY DEFENDANTS' TENTH, TWENTY-SIXTH AND TWENTY-SEVENTH AFFIRMATIVE DEFENSES (REDACTED)...STATUS CHECK:

DECISION ON MOTION TO CONFIRM ARBITRATION AWARD; MOTION TO VACATE ARBITRATION AWARD...STATUS CHECK: RESULTS OF ESI SEARCH/CUSTODIAN ISSUES/SECOND SET OF OUTSTANDING DISCOVERY

Arguments by Mr. Jones and Mr. Pisanelli. COURT ORDERED, Motion GRANTED IN PART and DENIED IN PART; DENIED as to issue with respect to decision on arbitration; will stay all other case matters. Prevailing party to submit the order. Court stated a minute order is anticipated today as to arbitration confirmation or vacation. Further stated will issue decision without prejudice as to sealing motions, maintaining status quo, subject to future briefing as discussed.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters	**COURT MINUTES**	**December 04, 2019**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

December 04, 2019 5:11 PM Minute Order

HEARD BY: Williams, Timothy C. **COURTROOM:** Chambers

COURT CLERK: Christopher Darling

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- After a review and consideration of the points and authorities on file herein, the Court determined as follows:

First, the Court will address collectively Defendant News + Media Capital Group, LLC s and the Review Journal s (Review Journal) Motion to Vacate the Arbitration Award, and then Plaintiff Las Vegas Sun, Inc. s (LV Sun) Motion to confirm the Arbitration Award, in Part and to Vacate or, Alternatively, Modify or Correct the Award in Part.

The first issue raised by the Review Journal as the basis to vacate the Arbitrator s Award, focused on whether the Arbitrator disregarded the plain language of the Joint Operating Agreement (JOA) by failing to subtract editorial expenses from revenues in order to calculate EBITDA (earnings before interest, taxes, depreciation, and amortization) for the purposes of determining the LV Sun s share of profits under the JOA.

Under Nevada Law, [t]he party seeking to attack the validity of an arbitration award has the burden of proving, by clear and convincing evidence, the statutory or common-law ground relied upon for challenging the award. Washoe Cty. Sch. Dist. v. White, 133 Nev. 301, 303, 396 P.3d 834, 838 (2017) quoting Health Plan of Nev., Inc. v. Rainbow Med., LLC, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004).

Additionally, [t]here are two common-law grounds recognized in Nevada under which a court may review private binding arbitration award: (1) whether the award is arbitrary, capricious, or unsupported by the agreement; and (2) whether the arbitrator manifestly disregarded the law. Id. at 306. The Nevada Supreme Court explained the distinction between the two as: the former standard ensures that the arbitrator does not disregard the facts or the terms of the arbitration agreement, while the latter standard ensures that the arbitrator recognizes applicable law. Id.

Moreover, [j]udicial inquiry under the manifest-disregard-of-the-law standard is extremely limited. Id. When a party seeks to vacate an arbitration award based on manifest disregard of the law, they must show more than a mere objection to the results of the arbitration. Id. Consequently, the Court s focus is not on whether the Arbitrator correctly interpreted the law, but whether the arbitrator, knowing the law and recognizing that the law required a particular result, simply disregarded the law. Id.

In the instant action, the Arbitrator recognized the JOA s plain language, considered its EBITDA, and determined that under the JOA deductions should be calculated for editorial expenses. Thus, there appears to be, at a minimum, a colorable justification for the Arbitrator s findings on this issue. The Arbitrator concluded:

The term Retention was very similar to earnings before interest, taxes, depreciation and amortization (EBITDA). The prior (pre-2005) computation of Retention included Editorial Expenses of the RJ as allowable deductible expenses. On the other hand, a specific provision of the JOA (4.2), a provision which was new to the calculation in the 2005 JOA, specifically indicates that the RJ and Sun would each bear their own editorial costs meaning that the RJ would not, in keeping the books of the JOA, be permitted to deduct editorial expenses of the RJ in computing EBITDA of the JOA and the subsequent annual profits payments (if any) to the Sun. The weight of the evidence leads to the conclusion that the RJ has improperly deducted the RJ editorial expenses reducing the EBITDA of the JOA resulting in improperly low annual profits payments to the Sun.

Arbitrator s Decision at page 5.

Consequently, the Court finds that the Defendant Review Journal has failed to meet its burden by clear and convincing evidence that the Arbitrator manifestly disregarded the JOA s contract provisions as to the deduction of editorial expenses.

Next, the Arbitrator focused on Section 5.1.4 of the JOA to determine the impact of promotional activities and expense on the EBITDA. After he weighed the evidence, he concluded that under his interpretation of Section 5.1.4 there was evidence of impermissible deductions. The Arbitrator noted:

The weight of the evidence indicated that the RJ charged all promotional expenses to the JOA (both expenses that would be allowed as promotion of both the RJ and Sun in equal prominence and additional promotional activities expenses of the RJ only) resulting in lower EBITDA and payments

to the Sun. There was not enough evidence presented in this matter to make a definitive damages calculation of wrongfully charged additional promotional activities expenses by the RJ. A crucial element of a breach of contract action is the proof of damages beyond speculation. Fortunately, the audit awarded in this matter could determine the damages (and additional profits payments due), if any, from the RJ s charging of all (both proper and additional) promotional expenses to the JOA EBITDA. It is the finding of this tribunal that additional promotional activities may not be included in the expenses charged to the JOA EBITDA.

Arbitrator s Decision at page 6.

In light of the Arbitrator s analysis and reliance of Section 5.1.4 of the JOA, the Court finds that there is not clear and convincing evidence that the Arbitrator manifestly disregarded the JOA s contract provisions as to promotional activities and expenses.

Next, the Court reviews Defendant Review Journal s contentions that the Arbitrator exceeded his authority when he issued a two-page supplementary non-binding interpretation regarding the ordered audit.

In determining the grounds for invalidating an arbitration award based on the assertion that an Arbitrator exceeded his authority, in Washoe, the Nevada Supreme Court noted:

"The Nevada Arbitration Act provides specific grounds for invalidating an arbitration award. NRS 38.241(1)(d) dictates that a court shall vacate an arbitration award if the arbitrator exceeded his powers." Health Plan of Nev., Inc., 120 Nev. at 697, 100 P.3d at 178 (internal citation omitted). In particular, "[a]rbitrators exceed their powers when they address issues or make awards outside the scope of the governing contract." Id. "However, allegations that an arbitrator misinterpreted the agreement or made factual or legal errors do not support vacating an award as being in excess of the arbitrator's powers." Id. Moreover, "[a]rbitrators do not exceed their powers if their interpretation of an agreement, even if erroneous, is rationally grounded in the agreement." Id. at 698, 100 P.3d at 178. As such, "[t]he question is whether the arbitrator had the authority under the agreement to decide an issue, not whether the issue was correctly decided." Id. Therefore, "[a]n award should be enforced so long as the arbitrator is arguably construing or applying the contract" and "there is a colorable justification for the outcome." Id. Nonetheless, "[t]he deference accorded an arbitrator . . . is not limitless; he is not free to contradict the express language of the contract." Int l Ass'n of Firefighters, Local 1285 v. City of Las Vegas, 107 Nev. 906, 910, 823 P.2d 877, 879 (1991).

Washoe, 133 Nev. at 304.

It must be pointed out that Appendix D to the JOA provide that Plaintiff LV Sun has a right to a yearly audit as the Arbitrator noted:

Appendix D to the JOA allowing for the Claimant to appoint an certified public accounting firm or law firm as Sun s representative to examine and audit the books and records of the Review-Journal

and the other publications whose earnings are included in EBITDA for the purposes of verifying the determinations of the changes to the Annual Profit Payments (this provision has been referred to by both parties as audit). Respondent indicated that an audit has never been refused however the conduct of Respondent certainly has done just about everything possible to blunt, avoid, deter and postpone an audit . In accordance with the scope of this tribunal s authority, Claimant s request for an audit is granted. Claimant may undertake the audit for the periods covered by this award (December 15, 2015 through March 31, 2018) and forward per the declaratory relief granted. Respondent had requested that this award, if an audit be directed, limit the scope and/or party to conduct the audit . This award does not define the scope of the audit as part of the award as such specificity may be beyond the scope of the tribunal s authority.
Arbitrator s Decision, page 6.

In review of the Arbitrator s decision, the Arbitrator ordered an audit but recognized there is no provision for the creation of audit rules or guidelines in the JOA. Additionally, the Arbitrator noted that neither party requested any of audit rules or guidelines. It is clear in review of the Arbitrator s decision he was well aware of the limits of his authority and simply suggested a non-binding legal evaluation and recommendation as to the guideline for an audit. Thus, a non-binding legal opinion is not a sufficient basis to vacate an arbitration decision.

Next, the Court has to consider whether the Arbitrator issued an Award that was arbitrary and capricious. Under Nevada law, a court's review of the arbitrary-and- capricious standard is limited to whether the arbitrator's findings are supported by substantial evidence in the record. Washoe, 133 Nev. at 308. Further, The arbitrary-and-capricious standard does not permit a reviewing court to vacate an arbitrator's award based on a misinterpretation of the law. Id.

As this Court has already found, the Arbitrator based his rulings on his interpretations of the JOA. Under the facts of this case and the JOA, there is substantial evidence to support the Arbitrator s Award.

Finally, although the Court has addressed the primary contested issues raised by Defendant Review Journal in its Motion to Vacate the Arbitration Award, the Court will briefly address the issues raised by the LV Sun.

After reviewing Section 5.1.4, the Arbitrator determined that House Ads were not additional promotional activities and expenses. The LV Sun argues that the Arbitrator s ruling is arbitrary and capricious and a manifest disregard of the law. Nonetheless, the Court finds that the Arbitrator did consider section 5.1.4 in relation to House Ads, and as a result the Court Affirms the Arbitrator s ruling.

Additionally, after weighing the evidence in this matter, the Arbitrator denied the LV Sun s tortious breach claims. The Court again reiterates that its inquiry under the manifest-disregard-of-the law standard is extremely limited. Consequently, the Court will not reassess and weigh the evidence that the Arbitrator relied on to make his decision. It is clear to the Court that the Arbitrator understood

that there is a distinction between contract and tort claims, and the unique nature of the covenant of good faith and fair dealing as it relates to contracts vs. torts. Further, the Arbitrator noted the sections of the JOA that the tort claims potentially applied. Although it s not set forth in detail how the Arbitrator evaluated the party s unique relationship, it appears he determined there was insufficient evidence of intentional conduct on this issue, and therefore, he found that the party s conduct does not qualify for tortious breach. Consequently, the Court cannot find that the Arbitrator manifestly disregarded the law or the JOA or that the decision was arbitrary and capricious.

Also, the Arbitrator noted that both parties requested attorneys fees, costs, and the cost of arbitration; but, found that no provision in the JOA addressed awarding attorney s fees and costs in connection with this matter. Rather, the Arbitrator interpreted Appendix D of the JOA and found that Appendix D addressed the award of arbitration fees and costs. As a consequence, the Arbitrator awarded only fees and costs of the arbitration. Thus, the Court finds that the Arbitrator did consider the entire JOA and more specifically Appendix D to support his ruling. Accordingly, the Court Affirms the Arbitrator s ruling on costs and fees.

Lastly, the LV Sun argues that the Arbitrator failed to enter a ruling on whether the Review Journal breached the JOA audit provision. However, the Arbitrator noted that while the Review Journal has done just about everything possible to blunt, avoid, deter and postpone an audit, yet he determined that the Review Journal has never refused to conduct an audit. Therefore, the Arbitrator simply ordered that an audit be conducted and this decision is affirmed.

As a result of the foregoing, the Review Journal s Motion to Vacate Arbitration Award shall be DENIED. The LV Sun s Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part shall be GRANTED in Part and DENIED in Part. The LV Sun s motion is granted as to the request to confirm the Arbitration Award. The LV Sun s motion is denied as to all requests to vacate, modify, or correct the Arbitrator s Award. Lastly, the Review Journal s Conditional Countermotion to Confirm Arbitration Award, in Part, and to Vacate the Award, in Part shall be GRANTED in Part and DENIED in Part. The Review Journal s countermotion is granted as to the request to confirm the Arbitration Award. The Review Journal s countermotion is denied as to the request to vacate the Arbitration Award.

Lastly, in order to alleviate any potential misunderstanding in light of the confusing procedural posture of the pleadings and request for relief in this case, it is the Court s intention to AFFIRM the entire Arbitration Decision as written.

Counsel for Plaintiff shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

CLERK S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **January 10, 2020**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

January 10, 2020 **11:45 AM** **Minute Order**

HEARD BY: Williams, Timothy C. **COURTROOM:** Chambers

COURT CLERK: Christopher Darling

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- On January 9, 2020, a stay was entered in this case. Therefore, the Court hereby vacates the pending motions under submission regarding sealing of documents. In the event of the stay being lifted, these matters will renew for consideration and decision.

CLERK S NOTE: This Minute Order has been electronically served to the parties through Odyssey eFile.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Business Court Matters **COURT MINUTES** **January 29, 2020**

A-18-772591-B Las Vegas Sun Inc, Plaintiff(s)
vs.
News+Media Capital Group LLC, Defendant(s)

January 29, 2020 **9:00 AM** **Motion for Leave**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Christopher Darling

RECORDER:

REPORTER: Peggy Isom

PARTIES PRESENT:

Gayan, Michael J	Attorney
Jones, Jon Randall	Attorney
Martini, Kristen L.	Attorney
Smith, Jordan T., ESQ	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry as to federal action status, Mr. Gayan advised Motions to Dismiss fully briefed, hearings not set, his client moved to stay pending dismissal, conference report submitted, and there is a 2/4/20 hearing before Magistrate on stay issue and the report. Arguments by Mr. Gayan and Mr. Smith regarding the instant Motion. Court stated there appears jurisdiction on the issue. COURT ORDERED, Motion For Leave To File Additional Briefing Requested By Court GRANTED. Colloquy regarding briefing and hearing schedule as to sealing issue and modification of stipulated protective order. There being agreement, COURT FURTHER ORDERED, briefing and hearing as follows: Motion DUE 2/12/20; Opposition DUE 2/26/20; Reply DUE 3/4/20; Hearing SET 3/11/20. Court directed Mr. Gayan to prepare today's order. COURT FURTHER ORDERED, 2/19/20 Status Check matters VACATED.

3/11/20 9:30 AM HEARING ON SEALING AND MODIFICATION ISSUE

CLERK'S NOTE: Subsequent to proceedings, Court hereby clarifies as to the briefing there will be no strict page number limit; parties are to follow customary limit pursuant to the Rules. This Minute

Order has been electronically served to the parties through Odyssey eFile.

Certification of Copy

State of Nevada
County of Clark } **SS:**

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S AMENDED NOTICE OF APPEAL; NEWS+MEDIA CAPITAL GROUP LLC AND LAS VEGAS REVIEW-JOURNAL, INC.'S AMENDED CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD; NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW, AND ORDER AFFIRMING THE ARBITRATION AWARD; JUDGMENT; NOTICE OF ENTRY OF JUDGMENT; DISTRICT COURT MINUTES

LAS VEGAS SUN, INC.,

Plaintiff(s),

vs.

NEWS+MEDIA CAPITAL GROUP, LLC; LAS VEGAS REVIEW-JOURNAL, INC.,

Defendant(s),

Case No: A-18-772591-B

Dept No: XVI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 2 day of March 2020.

Steven D. Grierson, Clerk of the Court

Heather Ungermann, Deputy Clerk

IN THE SUPREME COURT OF THE STATE OF NEVADA
OFFICE OF THE CLERK

NEWS+MEDIA CAPITAL GROUP LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND LAS VEGAS REVIEW-JOURNAL, INC., A DELAWARE LIMITED LIABILITY COMPANY,
Appellants/Cross-Respondents,
vs.
LAS VEGAS SUN, INC., A NEVADA CORPORATION,
Respondent/Cross-Appellant.

Supreme Court No. 80511
District Court Case No. A772591

RECEIPT FOR DOCUMENTS

TO: Kemp, Jones & Coulthard, LLP \ Michael J. Gayan, J. Randall Jones, Mona Kaveh
Jenner & Block \ Amy M. Gallegos, David R. Singer, Richard L. Stone
Pisanelli Bice, PLLC \ Todd L. Bice, James J. Pisanelli, Jordan T. Smith
Lewis Roca Rothgerber Christie LLP/Reno \ Kristen L. Martini, E. Leif Reid, Nicole S. Scott
Steven D. Grierson, Eighth District Court Clerk

You are hereby notified that the Clerk of the Supreme Court has received and/or filed the following:

03/03/2020	Filed Notice of Appeal/Amended/Supplemental. (Appellants/Cross-Respondents) (SC)

DATE: March 03, 2020

Elizabeth A. Brown, Clerk of Court
lh