

IN THE SUPREME COURT OF THE STATE OF NEVADA

LAS VEGAS SANDS CORP.,

Petitioner,

v.

THE EIGHTH JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA, IN AND FOR
THE COUNTY OF CLARK; AND THE
HONORABLE ELIZABETH GOFF
GONZALEZ, DISTRICT JUDGE,

Respondents.

and

STEVEN C. JACOBS

Real Party in Interest.

Supreme Court No.

District Court Case No. A627691-B/Dept XI

Electronically Filed
Sep 26 2011 11:35 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

APPENDIX TO LAS VEGAS SANDS, CORP'S EMERGENCY ORIGINAL PETITION
FOR WRIT OF MANDAMUS

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Sands Corp.*

INDEX TO APPENDIX

<u>Title:</u>	<u>LVSC Page Nos.:</u>
<i>Volume 1</i>	
Order Granting Petition for Writ of Mandamus (August 26, 2011)	0001-0004
July 8, 2011 Email	0005-0006
Declaration of Justin C. Jones	0007-0008
August 2, 2011 Letter	0009-0010
August 3, 2011 Letter	0011-0012
Notice of Withdrawal of Motions (Filed September 19, 2011)	0013-0016
Complaint in Case A648484 (Filed September 16, 2011).....	0017-0025
Ex Parte Motion for Temporary Restraining Order (unfiled)	0026-0039
Proposed Interim Order in Case A648484	0040-0041
Notice in Lieu of Remittitur	0042
Vagus Consulting Agreement	0043-0048
Declaration of Kenneth J. Kay.....	0049
Complaint in A627691 (October 20, 2010)	0050-0066
Translated Copy of the Macau Act	0067-0087
Email and Supplemental Disclosures	0088-0094

CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I hereby certify that I am an employee of Holland & Hart; that I am familiar with the firm's practice of collection and processing documents for mailing; that, in accordance therewith, I caused the following document, **APPENDIX TO LAS VEGAS SANDS, CORP'S EMERGENCY ORIGINAL PETITION FOR WRIT OF MANDAMUS**, to be hand-delivered as indicated below 26th day of September, 2011:

James J. Pisanelli, Esq.
Pisanelli & Bice
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169

*Attorney for Real Party in Interest
Steven C. Jacobs*

Honorable Elizabeth G. Gonzalez
Eighth Judicial District Court of
Clark County, Nevada
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

Respondents

Donald J. Campbell, Esq.
J. Colby Williams, Esq.
Campbell & Williams
700 S. 7th Street
Las Vegas, Nevada 89101

Attorneys for Steven Jacobs


An Employee of Holland & Hart LLP

IN THE SUPREME COURT OF THE STATE OF NEVADA

SANDS CHINA LTD.,
Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; AND THE HONORABLE
ELIZABETH GOFF GONZALEZ,
DISTRICT JUDGE,

Respondents,

and

STEVEN C. JACOBS,
Real Party in Interest.

No. 58294

FILED

AUG 26 2011

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER GRANTING PETITION FOR WRIT OF MANDAMUS

This original petition for a writ of mandamus or prohibition challenges a district court order denying petitioner's motion to dismiss for lack of personal jurisdiction.

Petitioner asserts that the district court improperly based its exercise of personal jurisdiction on petitioner's status as a subsidiary of a Nevada corporation with common officers and directors. Real party in interest contends that the district court properly determined that he had established a prima facie basis for personal jurisdiction based on the acts taken in Nevada to manage petitioner's operations in Macau.

The district court's order, however, does not state that it has reviewed the matter on a limited basis to determine whether prima facie grounds for personal jurisdiction exist; it simply denies petitioner's motion to dismiss, with no mention of a later determination after consideration of evidence, whether at a hearing before trial or at trial. While the order refers to the district court's comments at oral argument on the motion, the

transcript reflects only that the district court concluded there were “pervasive contacts” between petitioner and Nevada, without specifying any of those contacts. We have therefore found it impossible to determine the basis for the district court’s order or whether the district court intended its order to be its final decision regarding jurisdiction or if it intended to consider the matter further after the admission of evidence at trial (or an evidentiary hearing before trial).

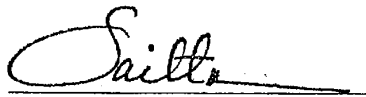
In MGM Grand, Inc. v. District Court, 107 Nev. 65, 807 P.2d 201 (1991), we held that jurisdiction over a nonresident corporation could not be premised upon that corporation’s status as parent to a Nevada corporation. Similarly, the United States Supreme Court in Goodyear Dunlop Tires Operations, S.A. v. Brown, 131 S. Ct. 2846 (2011), considered whether jurisdiction over foreign subsidiaries of a U.S. parent corporation was proper by looking only to the subsidiaries’ conduct; the Court suggested that including the parent’s contacts with the forum would be, in effect, the same as piercing the corporate veil. Based on the record before us, it is impossible to determine if the district court in fact relied on the Nevada parent corporation’s contacts in this state in exercising jurisdiction over the foreign subsidiary.

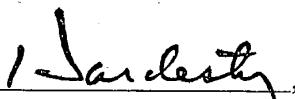
Accordingly, having reviewed the petition, answer, reply, and other documents before this court,¹ we conclude that, based on the summary nature of the district court’s order and the holdings of the cases

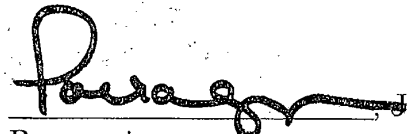
¹Petitioner’s motion for leave to file a reply in support of its stay motion is granted, and we direct the clerk of this court to detach and file the reply attached to the August 10, 2011, motion. We note that NRAP 27(a)(4) was amended in 2009 to permit a reply in support of a motion without specific leave of this court; thus, no such motion was necessary.

cited above, the petition should be granted, in part. We therefore direct the district court to revisit the issue of personal jurisdiction over petitioner by holding an evidentiary hearing and issuing findings regarding general jurisdiction. If the district court determines that general jurisdiction is lacking, it shall consider whether the doctrine of transient jurisdiction, as set forth in Cariaga v. District Court, 104 Nev. 544, 762 P.2d 886 (1988), permits the exercise of personal jurisdiction over a corporate defendant when a corporate officer is served within the state. We further direct that the district court shall stay the underlying action, except for matters relating to a determination of personal jurisdiction, until a decision on that issue has been entered. We therefore

ORDER the petition GRANTED AND DIRECT THE CLERK OF THIS COURT TO ISSUE A WRIT OF MANDAMUS instructing the district court to hold an evidentiary hearing on personal jurisdiction, to issue findings of fact and conclusions of law stating the basis for its decision following that hearing, and to stay the action as set forth in this order until after entry of the district court's personal jurisdiction decision.²


Saitta, J.
Saitta


Hardesty, J.
Hardesty


Parraguirre

²Petitioner's motion for a stay is denied as moot in light of this order.

cc: Hon. Elizabeth Goff Gonzalez, District Judge
Glaser, Weil, Fink, Jacobs, Howard & Shapiro, LLC
Campbell & Williams
Eighth District Court Clerk

Justin Jones

From: Colby Williams [jcw@campbellandwilliams.com]
Sent: Friday, July 08, 2011 4:30 PM
To: Justin Jones; Stephen Ma
Subject: Document Production

Dear Justin/Steve,

As we approach the end of the week, I thought it would be a good idea to update you on the status of our document production. As you know, I have been out of the office all week on vacation but have, nevertheless, been dealing with various work matters including the Jacobs document production.

Steve electronically transferred to our office a significant number of e-mail communications he received during his tenure with Defendants. That file transfer was completed last weekend after I left for vacation. I believe the amount of material constitutes approximately 11 gigs. In addition, Steve has sent us hard copies of various documents that also arrived at our office this week. I have not reviewed those documents and do not yet know the amount of material contained therein.

In anticipation of Bates Stamping and producing these documents to Defendants, I wanted to address a couple of issues.

First, as it relates to the production of communications that Steve may have had with Macau residents, we believe we are authorized to produce those documents to you despite any potential application of the Macau Data Privacy Act. Our basis for that conclusion is that Steve is a U.S. Citizen, he resides in and is located in the U.S. presently, the information is located in the U.S., and the documents are being produced pursuant to the rules governing procedures in a U.S. lawsuit. Given that the Privacy Act permits the "processing" of personal information to effectuate "compliance with a legal obligation to which the controller is subject" *see*, Art. 6, § (2), it appears to us that all parties in the litigation would be authorized to produce documents therein. Nonetheless, since Defendants have raised the issue, we would like to include a provision in the SPO to be submitted to the Court whereby Judge Gonzalez confirms that the Macau Data Privacy Act does not provide a basis for withholding documents in this litigation at least insofar as Steve's production is concerned. With respect to whether the act has any impact on Defendants' production, the parties can debate that issue at a later date if it becomes necessary.

Second, in beginning our review of the e-mails, it appears that Steve was the recipient of a number of e-mails from various attorneys employed by LVSC and SCL during the normal course and scope of his duties with Defendants. While we are certainly entitled to e-mails from attorneys that were sent to Steve during his tenure that are relevant to the claims/defenses in the litigation, we likewise recognize that there may be a number of e-mails from attorneys to Steve that are likely not relevant to this action. Frankly, we have neither the time nor interest to review any attorney authored e-mails that are irrelevant to this action. Thus, after initially reviewing a small portion of the material transferred by Steve in order to determine what it comprises, we have stopped the review process so that we may address this issue with you before discovery begins.

We propose the following: We send the material to our third-party ESI vendor for Bates Stamping. We will then produce all of the documents to you (less any documents for which Steve maintains a privilege, which will be identified in an appropriate log). Defendants will then have a certain amount of time (to be agreed upon by the parties) to advise us as to their position as to the relevance/irrelevance of the attorney-authored communications to Steve and whether any should be withheld and logged by Defendants. In the meantime, we will simply continue the suspension of any review of additional emails between Steve and company lawyers. By engaging in this proposed process, we are, of course, not waiving our right to contest Defendants' positions on relevance and/or the application of any privileges, all of which are expressly reserved.

Please let me know your thoughts about our proposals on these two issues so that we may commence with discovery.
I'll be back in the office on Monday and we can talk then.

Have a good weekend.

Regards,
Colby

J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89107
Tel. 702.382.5222
Fax. 702.382.0540
email jcw@campbellandwilliams.com

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DECLARATION OF JUSTIN C. JONES

I, JUSTIN C. JONES, under penalty of perjury, state as follows:

1. I have personal knowledge of the matters set forth in this Declaration except as to those matters stated upon information and belief, and I believe those matters to be true.

2. I am at least 18 years of age and am competent to testify to the matters stated in this Declaration.

3. I am counsel of record for Defendant Las Vegas Sands Corp. ("LVSC") in litigation brought by Steve Jacobs in Eighth Judicial District Court Case No. A648484-B.

4. I make this Declaration in Support of LVSC's Motion for Temporary Restraining Order and Preliminary Injunction or in the Alternative for Protective Order (the "Motion").

5. Jacobs' counsel recently revealed that Jacobs was in possession of approximately 11 gigabytes of documents, which includes (as admitted by Jacobs' own counsel) documents containing attorney-client communications between Sands China and its counsel. See true and correct copy of a July 8, 2011 Email, attached to Motion as Exhibit H.

6. In response to this revelation, I demanded on behalf of LVSC that Jacobs immediately return all such documents.

7. However, to date, Jacobs has failed and refused to return company documents to LVSC.

8. On August 1, 2011, the parties met and conferred telephonically regarding return of company documents in Jacobs' possession. During the telephone conference, Jacobs' counsel confirmed that:

1. Jacobs and his counsel are in possession of documents which Jacobs acquired during the course of his employment.

2. These documents include material that may be subject to the attorney-client privilege.

3. Jacobs does not believe that he is bound to keep confidential those documents obtained during the course of his employment because he asserts that he did not sign any

1 confidentiality policy or other document containing a
2 confidentiality provision.

3 4. Jacobs believes that Macau data privacy laws do not
4 prohibit him from disclosing documents in this matter and that
5 Macau data privacy laws are being used by Defendants as a
6 "farcical canard" to avoid disclosure of documents.

7 5. Based upon the foregoing, Jacobs refused to comply with
8 the request for return of documents obtained during the course of
9 his employment and would not commit that he has not or will not
10 provide such documents to third parties.

11 See Exhibit E to Motion for Protective Order.

12 11. In subsequent correspondence, Jacobs' counsel confirmed that Jacobs "is *unable*
13 to 'return' the documents to Defendants". See Exhibit F to Motion for Protective Order.

14 12. Additionally, while Jacobs' former attorneys have agreed to cease *their* review
15 and/or production of the documents until the matter is resolved by the Court, they are "unable to
16 represent that Steve has not or will not provide any of the documents to certain third parties."

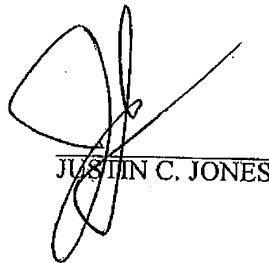
17 13. I have presented a stipulation to Jacobs' new counsel, Jim Pisanelli, requesting
18 that such documents not be reviewed and not be provided to third parties; however, Mr. Pisanelli
19 was not agreeable to signing the stipulation.

20 14. Accordingly this Motion to restrain and enjoin Jacobs and his agents and
21 attorneys is necessary.

22 I declare under penalty of perjury of the State of Nevada that the foregoing is true and
23 correct.

24 DATED September 16, 2011.

25
26
27
28



JUSTIN C. JONES

HOLLAND & HART



Justin C. Jones
Phone 702-222-2595
Fax 702-669-4650
jcjones@hollandhart.com

August 2, 2011

VIA FAX (382-0540) AND U.S. MAIL

Donald J. Campbell, Esq.
J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh St.
Las Vegas, NV 89101

Re: Jacobs v. Las Vegas Sands Corp., et al.
Case No. A627691-C

Dear Messrs. Campbell and Williams:

This letter follows up on the discussion last night, as well as prior discussions and email correspondence, regarding documents in the possession of your client, Steve Jacobs. My understanding from what you reported last night is as follows:

1. Mr. Jacobs and your firm are in possession of documents which Mr. Jacobs acquired during the course of his employment, which employment Mr. Jacobs alleges was with Las Vegas Sands Corp. ("LVSC").
2. These documents include material that, based upon your initial review, may be subject to the attorney-client privilege.
3. Mr. Jacobs did not sign any confidentiality policy or other document containing a confidentiality provision and thus does not believe that he is bound to keep confidential those documents obtained during the course of his employment.
4. Mr. Jacobs believes that Macanese data privacy laws do not prohibit him from disclosing documents in this matter; rather, Mr. Jacobs believes, after consulting with others, that Macanese data privacy laws are being used by Defendants in this matter as a "farical canard" to avoid disclosure of documents.
4. Based upon the foregoing, Mr. Jacobs will not comply the request for return of documents obtained during the course of Mr. Jacobs' asserted employment with LVSC, nor can Mr. Jacobs commit that he has not or will not provide such documents to third parties.
5. While Mr. Jacobs will not return the requested documents, he will agree not to produce the documents in this litigation until such time as the issue is resolved by

Holland & Hart LLP

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9555 Hillwood Drive 2nd Floor Las Vegas, NV 89134

Aspen Boulder Carson City Colorado Springs Denver Denver Tech Center Billings Boise Cheyenne Jackson Hole Las Vegas Reno Salt Lake City Santa Fe Washington, D.C. O

LVSC 0009

August 02, 2011

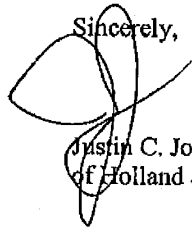
Page 2

the Court upon motion practice. As discussed, a formal stipulation is forthcoming.

6. Furthermore, we requested that you stipulate to our filing of an amended counterclaim to assert claims relating to Mr. Jacobs improper taking of and/or retention of documents. However, you would not agree to stipulate to our filing of an amended counterclaim or to a non-opposition to a motion to amend the counterclaim.

If my understanding of the discussion last night is incorrect, please advise immediately.

Sincerely,

A handwritten signature in black ink, appearing to be "Justin C. Jones", written over the typed name.

Justin C. Jones
of Holland & Hart LLP

JCJ



CAMPBELL
& WILLIAMS
ATTORNEYS AT LAW

VIA E-MAIL

August 3, 2011

Justin C. Jones, Esq.
Holland & Hart
3800 Howard Hughes Pkwy. 10th Fl.
Las Vegas, Nevada 89169

Re: *Jacobs v. Las Vegas Sands Corp., et al.*

Dear Justin:

I wanted to respond to the letter you faxed to our office yesterday, which sought to memorialize the discussions of counsel pertaining to documents in the possession of our client, Steve Jacobs. Before turning to your enumerated points, I think it is important to clarify that our firm was responsible for bringing this matter to everyone's attention via my e-mail communication to you and Steve Ma on July 8, 2011. In that e-mail I advised both of you, *inter alia*, of the amount of documents Steve (Jacobs) had electronically transferred to our firm, the fact that there appeared to be communications between LVSC/SCL attorneys and Steve during the course of his tenure with Defendants, and that we had stopped our review of said documents very shortly after it began so that the parties could address these issues together. Since that time, various counsel for the parties have conducted at least three telephonic meet and confer conferences, and our firm has continued to refrain from any review or production of the documents per those conferences.

With that background, let me briefly respond to your bullet points in the order they were presented:

1. This is an accurate statement.
2. This is an accurate statement as far as it goes. I would clarify, though, our position that: (i) communications Steve had with a company attorney are not necessarily privileged simply because an attorney was involved, and (ii) Steve would nonetheless be entitled to communications he exchanged with company attorneys even if they are deemed protected by the attorney-client privilege so long as they are relevant (*i.e.*, calculated to lead to the discovery of admissible evidence) to the claims and defenses at issue in the litigation.

700 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101
PHONE: 702/382-8222
FAX: 702/382-0540

Justin C. Jones, Esq.
August 3, 2011
Page 2

3. Our understanding is that Steve did not sign a confidentiality agreement in his capacity as an employee of LVSC or agent of SCL. We have raised this issue not because we believe Steve may freely disperse documents he acquired during his employment to the public at large but, rather, in response to Defendants' allegation that Steve is wrongfully in possession of said documents.

4. This statement is accurate to the extent it reflects our position that the Macau data privacy laws do not prevent any of the parties from producing documents in this action.

4. [sic] We have offered to Bates Stamp and produce all of Steve's documents to Defendants (less those for which Steve has a privilege, which would be logged), who may then conduct a review to determine their position as to the potential attorney-client communications. Defendants responded that they do not want any documents "produced," but instead want all of them "returned." We advised that Steve is unable simply to "return" the documents to Defendants. We are also unable to represent that Steve has not or will not provide any of the documents to certain third parties.


5. While Steve is unable to "return" the documents to Defendants, we agreed not to produce the documents in this litigation until the issue is resolved by the Court. Additionally, our firm will continue to refrain from reviewing the documents so as not to create any issues regarding the documents containing communications with attorneys. We will consider any stipulation you propose on this issue.

6. You are correct that we are unable to agree to stipulate to allow one or both Defendants to amend the counterclaim to assert a cause of action relating to Steve's possession of the subject documents. As we explained, our inability to agree is not designed to create more work for Defendants but, rather, reflects the simple fact that we do not have authorization to consent to such a filing.

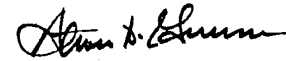
While the foregoing is not meant to be a full expression of our rights and positions, I believe it adequately addresses your letter of last night. Please contact me with any questions or comments.

Very truly yours,

CAMPBELL & WILLIAMS


J. Colby Williams, Esq.

JCW/



CLERK OF THE COURT

NOTC

J. Stephen Peek, Esq.
Nevada Bar No. 1759
Justin C. Jones, Esq.
Nevada Bar No. 8519
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Attorneys for Las Vegas Sands Corp.

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

v.

LAS VEGAS SANDS CORP., a Nevada
corporation; SANDS CHINA LTD., a Cayman
Islands corporation; SHELDON G. ADELSON,
in his individual and representative capacity;
DOES I-X; and ROE CORPORATIONS I-X,

Defendants.

CASE NO.: A627691-B
DEPT NO.: XI

Date: October 18, 2011
Time: 9:00 a.m.

**NOTICE OF WITHDRAWAL OF
MOTIONS**

LAS VEGAS SANDS CORP., a Nevada
corporation,

Counterclaimant,

v.

STEVEN C. JACOBS,

Counterdefendant.

Please take notice that the following Motions filed by Las Vegas Sands Corp. filed on
September 13, 2011, and set for hearing on October 18, 2011, at 9:00 a.m. are hereby withdrawn
without prejudice to refiling in this action or in a separate action:

Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that on September 19, 2011, I served a true and correct copy of the foregoing **NOTICE OF WITHDRAWAL OF MOTIONS** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Donald J. Campbell, Esq.
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Attorneys for Defendant Sands China Ltd.

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Attorney for Plaintiff


An Employee of Holland & Hart LLP

Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

1. Motion to Compel Return of Stolen Documents Pursuant to Macau Personal Data Protection Act;
2. Motion for Leave to File Amended Counterclaim; and
3. Motion for Protective Order and for Return of Stolen Documents.

DATED September 19, 2011.

J. Stephen Peek, Esq.
Justin C. Jones, Esq.
Brian G. Anderson, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

Attorneys for Las Vegas Sands Corp.

Dineen Bergsing

From: Dineen Bergsing
Sent: Monday, September 19, 2011 3:09 PM
To: Donald Campbell; 'Colby Williams'; 'Patricia Glaser'; 'Stephen Ma'; 'Andrew Sedlock'; JJP@pisanellibice.com
Subject: LV Sands/Jacobs - Notice of Withdrawal of Motions
Attachments: Untitled.PDF - Adobe Acrobat Pro.pdf; image001.gif

Please see attached Notice of Withdrawal of Motions. A copy to follow by mail.

Dineen M. Bergsing

*Legal Assistant to J. Stephen Peek,
Justin C. Jones and David J. Freeman*
Holland & Hart LLP
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HOLLAND & HART 

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BUSINESS COURT CIVIL COVER SHEET

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

A - 1 1 - 6 4 8 4 8 4 - B
X I

I. Party Information

Plaintiff(s) (name/address/phone): LAS VEGAS SANDS CORP., a Nevada corporation

Attorney (name/address/phone):

Justin C. Jones, Esq./Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor, Las Vegas, NV
(702-669-4600)

Defendant(s) (name/address/phone): STEVEN C. JACOBS, an individual; VAGUS GROUP, INC., a Delaware corporation

Attorney (name/address/phone):

II. Nature of Controversy

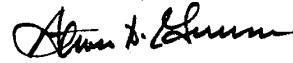
☐ Arbitration Requested

Please check the applicable boxes for both the civil case type and business court case type.

Civil Cases		Business Court
Real Property <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	Other Civil Types <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment - Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters <input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	Business Court Case Type Clark County Business Court <input type="checkbox"/> NRS Chapters 78-89 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Mergers (NRS 92A) <input type="checkbox"/> Uniform Commercial Code (NRS 104) <input type="checkbox"/> Purchase or Sale of Stock /Assets of Business/ Corporate Real Estate <input type="checkbox"/> Trade-mark/Trade Name (NRS 600) <input checked="" type="checkbox"/> Enhanced Case Mgmt/Business <input type="checkbox"/> Other Business Court Matters Washoe County Business Court <input type="checkbox"/> NRS Chapters 78-88 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Investments (NRS 104 Art. 8) <input type="checkbox"/> Deceptive Trade Practices (NRS 598) <input type="checkbox"/> Trade-mark/Trade Name (NRS 600) <input type="checkbox"/> Trade Secrets (NRS 600A) <input type="checkbox"/> Enhanced Case Mgmt/Business <input type="checkbox"/> Other Business Court Matters
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Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Motor Vehicle-Product Liability <input type="checkbox"/> Other Torts-Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful Termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition		

Sept. 16, 2011
Date

Signature of initiating party or representative



CLERK OF THE COURT

COMPB

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Attorneys for Defendant Las Vegas Sands Corp.

DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SANDS CORP., a Nevada
corporation,

Plaintiff,

v.

STEVEN C. JACOBS, an individual; VAGUS
GROUP, INC., a Delaware corporation; DOES I
through X and ROE CORPORATIONS XI
through XX;

Defendants.

CASE NO.: A - 1 1 - 6 4 8 4 8 4 - B
DEPT NO.: X I

COMPLAINT

Las Vegas Sands Corp. ("LVSC"), by and through its undersigned counsel, the law firm of Holland & Hart LLP, as and for its Complaint, hereby complains, alleges and states as follows:

PARTIES

1. Plaintiff LVSC is a Nevada corporation.
2. Defendant Steven C. Jacobs ("Jacobs") is an individual who, upon information and belief, resides in the State of Georgia and/or Florida. Jacobs maintained a hotel room at the Venetian Macau Resort Hotel and worked in the Macau Special Administrative Region ("Macau") of the People's Republic of China ("China") and maintained a residence for himself and his family in the Hong Kong Special Administrative Region ("Hong Kong").

10 GENERAL ALLEGATIONS

21 ***Jacobs Performs Consulting Work for LVSC.***

22 6. In or about March 2009, Vagus and LVSC entered into a consulting agreement
23 (the “Vagus Consulting Agreement”) with LVSC to provide certain management and consulting
24 services to LVSC.

25 7. The Vagus Consulting Agreement was authored by and executed by Jacobs.

26 8. Pursuant to the Vagus Consulting Agreement, Vagus acknowledged the
27 confidential and highly sensitive nature of information and documents that it would be privy to
28 under the Agreement.

1 9. Specifically, the Vagus Consulting Agreement states:

2 **Confidentiality**

3 VGI understands that certain information received by and/or made available
4 through LVS and/or its vendors, consultants and advisors is confidential and
5 proprietary and may be restricted due to LVS public company status. VGI agrees
6 that it will not disclose or use, and shall diligently protect and keep confidential
7 all sensitive information received as part of or related to this project. All
members of the VGI team assigned to LVS will execute and deliver any standard
confidentiality / non-disclosure agreements as requested. This confidentiality
provision shall survive the expiration and/or the termination of this agreement . . .

8 10. During the course and scope of the Vagus Consulting Agreement, Vagus and
9 Jacobs obtained documents and information that is confidential, proprietary and/or subject to the
10 attorney-client privilege and/or work product doctrine.

11 ***Jacobs Is Hired to Perform Work for VML and SCL.***

12 11. In or about May 2009, Jacobs was asked to perform consulting work for Venetian
13 Macau Limited ("VML"), an indirect subsidiary of LVSC which is now a subsidiary of Sands
14 China Ltd. ("Sands China").

15 12. In connection with this work, Jacobs executed an Agreement for Services with
16 VML whereby he would address "senior management issues" relating to VML's "business of
17 developing, designing, constructing, equipping, staffing, owning and operating legalized
18 casino(s) in Macau SAR."

19 13. The Agreement for Services states:

20 **6. CONFIDENTIALITY AND OWNERSHIP OF WORKS.** The
21 Consultant agrees that neither it nor any of its employees, either during or
22 after this Agreement, shall disclose or communicate to any third party
23 any information about the Company's policies, prices, systems, methods
24 of operation, contractual agreements or other proprietary matters
concerning the Company's business or affairs, except to the extent
necessary in the ordinary course of performing the Consultant's Services.
Upon termination of this Agreement for any reason, all papers and
documents in the Consultant's possession or under its control belonging
to the Company, must be returned to the Company.

25 14. On or about July 15, 2009, Sands China was incorporated as a limited liability
26 company in the Cayman Islands in preparation for listing on The Main Board of the Stock
27 Exchange of Hong Kong Limited ("SEHK") in November 2009.

28 15. In July and August 2009, Jacobs negotiated certain employment terms, which

1 were set out in a term sheet. The term sheet was used in preparing a draft of an employment
2 agreement between Jacobs and VML, but that document was never finalized or executed.

3 16. In November 2009, LVSC's indirect majority-owned subsidiary, Sands China, the
4 direct or indirect owner and operator of Sands Macao, The Venetian Macao, Four Seasons
5 Macao and ferry operations, and developer of the remaining Cotai Strip integrated resorts,
6 completed an initial public offering of its ordinary shares (the "Sands China Offering") on the
7 SEHK.

8 17. Jacobs was appointed President – Macau and Chief Executive Officer of Sands
9 China.

10 18. During the course and scope of his work for VML and SCL, Jacobs obtained
11 documents and information that is confidential, proprietary and/or subject to the attorney-client
12 privilege and/or work product doctrine.

13 ***Jacobs' Employment Is Terminated by Sands China and VML for Cause.***

14 19. On or about July 23, 2010, the Board of Directors of Sands China voted to
15 remove Jacobs as President and Chief Executive Officer of Sands China and as a member of the
16 Sands China Board of Directors.

17 20. On July 23, 2010, Jacobs' employment with VML and Sands China was
18 terminated for cause because, among other things, he had repeatedly exceeded his authority,
19 defied and disregarded instructions, and engaged in several improper acts and omissions,
20 including but not limited to those identified above.

21 ***Jacobs Steals Confidential, Proprietary and Privileged Documents from LVSC and Then***
22 ***Refuses to Return Them.***

23 21. Based upon representations of his counsel, Jacobs stole and/or wrongfully
24 retained documents that were property of LVSC following his termination.

25 22. Such documents include material that is confidential, proprietary and/or subject to
26 the attorney-client privilege and/or work product doctrine.

27 23. Upon information and belief, the documents stolen and/or wrongfully retained by
28 Jacobs described sensitive compilations, methods, techniques, systems, and/or procedures

1 relating to gaming operations, personnel and labor and include proprietary, confidential and
2 material non-public financial information.

3 24. Furthermore, upon information and belief, the documents stolen and/or
4 wrongfully retained by Jacobs contain personal data that is subject to Macau's Personal Data
5 Protection Act, the violation of which carries criminal penalties in Macau.

6 25. Upon information and belief, Jacobs wrongfully removed such documents and
7 information on a consistent and regular basis from the time that he began his relationship with
8 LVSC until his termination.

9 26. In fact, LVSC is informed and believes that on the day he was terminated by
10 VML and SCL, Jacobs surreptitiously transferred several gigabytes of electronic documents and
11 files to a removable flash drive and removed the flash drive from the premises.

12 27. Jacobs was not authorized to retain such documents and information following his
13 termination.

14 28. LVSC has demanded that Jacobs return all LVSC documents; however, Jacobs
15 refuses to return company documents and information in his possession to LVSC.

16 **FIRST CLAIM FOR RELIEF**

17 **(Civil Theft/Conversion – Vagus and Jacobs)**

18 29. LVSC repeats and realleges each and every allegation contained in the preceding
19 paragraphs as though set forth fully herein.

20 30. Vagus and Jacobs wrongfully stole and converted to their own use personal
21 property that rightfully belongs to LVSC in the form of company documents and data, including
22 in electronic form.

23 31. As a result of the theft and conversion of personal property that rightfully belongs
24 to LVSC, LVSC has been damaged in an amount in excess of \$10,000.00.

25 32. As a result of their actions, Vagus and Jacobs are guilty of oppression, fraud, and
26 malice and in addition to actual and compensatory damages, LVSC is entitled to recover punitive
27 damages for the sake of example and by way of punishing Vagus and Jacobs.

28 33. It has become necessary for LVSC to retain the services of an attorney to

1 prosecute this action, entitling LVSC to reimbursement for such fees and costs of suit.

2 **SECOND CLAIM FOR RELIEF**

3 **(Misappropriation of Trade Secrets – NRS 600A – Vagus and Jacobs)**

4 34. LVSC repeats and realleges each and every allegation contained in the preceding
5 paragraphs as though set forth fully herein.

6 35. Upon information and belief, Vagus and Jacobs obtained trade secrets from
7 LVSC, including documents that reflect information that derives independent economic value
8 from not being generally known to, and not being readily ascertainable by proper means by, the
9 public or any other persons who can obtain commercial or economic value from its disclosure or
10 use.

11 36. Upon information and belief, these documents obtained by Vagus and Jacobs
12 described sensitive compilations, methods, techniques, systems, and/or procedures relating to
13 gaming operations, personnel and labor and include material non-public financial information of
14 LVSC and SCL.

15 37. LVSC made reasonable efforts to maintain the secrecy of trade secrets obtained
16 by Jacobs by, among other things, placing the word “Confidential” or “Private” or another
17 indication of secrecy on documents that describe or include any portion of the trade secret.

18 38. Vagus and Jacobs have stolen and/or wrongfully retained documents containing
19 LVSC trade secrets despite demands by LVSC for return of such documents.

20 39. Upon information and belief, Vagus and Jacobs have wrongfully copied,
21 duplicated, sent, mailed, communicated or conveyed documents containing trade secrets to
22 unauthorized third parties.

23 **THIRD CLAIM FOR RELIEF**

24 **(Injunctive Relief – Vagus and Jacobs)**

25 40. LVSC repeats and realleges each and every allegation contained in the preceding
26 paragraphs as though set forth fully herein.

27 41. As set forth above, Vagus and Jacobs have stolen and/or wrongfully retained
28 sensitive company documents from LVSC and have failed and refused to return the same.

1 42. Vagus' and Jacobs' actions are causing and will cause great and irreparable harm
2 to LVSC if not enjoined.

3 43. LVSC has a strong likelihood of success on the merits of its claims and is without
4 an adequate or immediate remedy at law for the actions of Vagus and Jacobs.

5 44. Accordingly, the Court should grant preliminary and permanent injunctive relief
6 compelling Vagus and Jacobs to immediately return all stolen and/or wrongfully retained
7 property of LVSC, including, but not limited to, all LVSC company documents.

8 45. Furthermore, the Court should restrain and enjoin Jacobs and his agents,
9 representatives, attorneys, affiliates, and family members from directly or indirectly, reviewing,
10 disclosing or transferring, or allowing the review, disclosure and/or transfer, of the documents
11 stolen by Jacobs and any information contained therein to any person or entity, whether in the
12 course of this litigation or in any other context whatsoever.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, LVSC prays for judgment against Jacobs as follows:

15 1. For compensatory damages according to proof at trial, plus interest thereon at the
16 maximum legal rate;

17 2. For punitive damages;

18 3. For attorneys' fees and costs;

19 4. For a restraining order and mandatory injunction compelling Vagus and Jacobs to
20 immediately return all stolen and/or wrongfully retained property of LVSC, including, but not
21 limited to, all LVSC company documents.

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1 5. For such other and further relief as the Court deems just and proper.
2 DATED September 16, 2011.

3
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Justin C. Jones, Esq.
5 Brian G. Anderson, Esq.
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6 9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

7 *Attorneys for Defendant Las Vegas Sands Corp.*
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Attorneys for Las Vegas Sands Corp.

DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS SANDS CORP., a Nevada
corporation,

Plaintiff,

v.

STEVEN C. JACOBS, an individual; VAGUS
GROUP, INC., a Delaware corporation; DOES I
through X and ROE CORPORATIONS XI
through XX;

Defendants.

CASE NO.: A-11-648484-B
DEPT NO.: XI

Date:
Time:

**LAS VEGAS SANDS CORP.'S *EX PARTE*
MOTION FOR TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION OR IN
THE ALTERNATIVE FOR
PROTECTIVE ORDER**

Plaintiff Las Vegas Sands Corp. ("LVSC") hereby brings the following *Ex Parte* Motion
for Temporary Restraining Order and Preliminary Injunction or in the Alternative for Protective
Order (the "Motion"). This Motion is made pursuant to NRCP 65, NRS 33.010, NRS 600A.040,
and, alternatively, NRCP 26(c) and is based upon the attached

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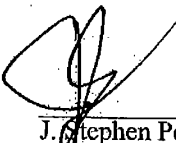
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1 memorandum of points and authorities, the papers and pleadings on file in this matter, and any
2 oral argument that the Court may allow.

3 DATED September 16, 2011.

4 
5 J. Stephen Peek, Esq.
6 Justin C. Jones, Esq.
7 Brian G. Anderson, Esq.
8 Holland & Hart LLP
9 9555 Hillwood Drive, 2nd Floor
10 Las Vegas, Nevada 89134

Attorneys for Las Vegas Sands Corp.

11 **APPLICATION FOR ORDER SHORTENING TIME**

12 Plaintiff Las Vegas Sands Corp. ("LVSC") hereby moves for an order shortening time for
13 hearing its *Ex Parte* Motion for Temporary Restraining Order and Preliminary Injunction or in the
14 Alternative for Protective Order (the "Motion"). This request for an order shortening time is
15 made pursuant to EDCR 2.26 and is based on the Declaration of Justin C. Jones, Esq. below.

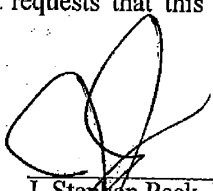
16 Defendant Steve Jacobs' ("Jacobs") counsel recently revealed that Jacobs was in
17 possession of approximately 11 gigabytes of documents, which include (as admitted by Jacobs'
18 own counsel) documents containing attorney-client privileged communications between LVSC
19 and its counsel. In response to this revelation, LVSC demanded that Jacobs immediately return
20 all such documents and not provide any such documents to third parties. However, to date,
21 Jacobs has failed and refused to return company documents to LVSC and, further, will not
22 commit to refusing to provide such stolen documents to third parties. On August 1, 2011, the
23 parties conducted further meet and confer discussions telephonically regarding return of company
24 documents in Jacobs' possession. During the telephone conference, Jacobs' counsel represented
25 that Jacobs would not return LVSC documents and would not commit that he would not provide
26 such documents to third parties. Absent a temporary restraining order, preliminary injunction,
27 and/or protective order, there is an immediate risk that Jacobs will disclose LVSC company
28 documents that contain information that is confidential, sensitive, and/or subject to the attorney-
client privilege to third parties who are not entitled to such documents and information. These

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1 documents are also subject to express confidentiality policies and the Macau Personal Data
2 Protection Act. In light of all of the foregoing, LVSC is now forced to bring this Motion in order
3 to ensure that Jacobs and his agents, representatives, attorneys, affiliates, and family members do
4 not review or disclose such confidential and privileged materials.

5 Accordingly, LVSC respectfully requests that this Court hear its Motion on an order
6 shortening time as soon as possible.

7 DATED September 16, 2011.

8 
9 J. Stephen Peek, Esq.
10 Justin L. Jones, Esq.
11 Brian G. Anderson, Esq.
12 Holland & Hart LLP
13 9555 Hillwood Drive, 2nd Floor
14 Las Vegas, Nevada 89134

15 *Attorneys for Las Vegas Sands Corp.*
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**DECLARATION OF JUSTIN C. JONES, ESQ. IN SUPPORT OF
APPLICATION FOR ORDER SHORTENING TIME**

I, Justin C. Jones, Esq., hereby declare as follows:

1. I am a partner with the law firm of Holland & Hart, LLP, counsel for Plaintiff Las Vegas Sands Corp. ("LVSC"). I am duly admitted to practice law in the State of Nevada. I have personal knowledge of the matters stated herein and would be competent to testify thereon if called upon to do so.

2. There exists good cause to hear LVSC's Motion for Temporary Restraining Order and Preliminary Injunction or in the Alternative for Protective Order (the "Motion") on shortened time.

3. Defendant Steve Jacobs' ("Jacobs") counsel recently revealed that Jacobs was in possession of approximately 11 gigabytes of documents, which include (as admitted by Jacobs' own counsel) documents containing attorney-client privileged communications between LVSC and its counsel.

4. In response to this revelation, LVSC demanded that Jacobs immediately return all such documents and not provide any such documents to third parties. However, to date, Jacobs has failed and refused to return company documents to LVSC and, further, will not commit to refusing to provide such stolen documents to third parties.

5. On August 1, 2011, the parties conducted further meet and confer discussions telephonically regarding return of company documents in Jacobs' possession. During the telephone conference, Jacobs' counsel represented that Jacobs would not return LVSC documents and would not commit that he would not provide such documents to third parties.


6. Absent a temporary restraining order, preliminary injunction, and/or protective order, there is an immediate risk that Jacobs will disclose LVSC company documents that contain information that is confidential, sensitive, and/or subject to the attorney-client privilege, confidentiality policies, and or the Macau Personal Data Protection Act who are not entitled to such documents and information.

1 7. Given all of the foregoing, as well as the fact that Jacobs recently announced that
2 he intends to substitute his present counsel of record in this action, LVSC is now forced to bring
3 this Motion in order to ensure that neither Jacobs, his present counsel of record, nor his
4 anticipated new counsel of record disclose such confidential and privileged materials.

5 8. Accordingly, LVSC respectfully requests that this Court hear its Motion on an
6 order shortening time.

7 9. I declare under penalty of perjury under the laws of the State of Nevada that the
8 foregoing is true and correct.

9 DATED this 16th day of September, 2011.

10
11 
12 JUSTIN C. JONES

13
14
15 **ORDER SHORTENING TIME**

16 Upon the application of Plaintiff Las Vegas Sands Corp. ("LVSC") for an Order
17 Shortening Time to hear its *Ex Parte* Motion for Temporary Restraining Order and Preliminary
18 Injunction or in the Alternative for Protective Order (the "Motion"), and good cause appearing
19 therefore,

20 IT IS HEREBY ORDERED that LVSC's request for an Order Shortening Time to hear
21 the Motion is granted, and said Motion shall be heard on the ____ day of September, 2011, at the
22 hour of _____ a.m./p.m.

23 DATED this ____ day of September, 2011.

24
25
26 _____
27 DISTRICT COURT JUDGE
28

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

For some time, LVSC suspected that Plaintiff Steve Jacobs ("Jacobs") had stolen sensitive and/or privileged company documents from LVSC as well as its indirect subsidiaries Sands China Ltd. ("SCL") and Venetian Macau Limited ("VML"). LVSC's suspicions were born out recently when Plaintiff's counsel revealed and explicitly admitted that Jacobs had in his possession approximately eleven gigabytes of documents taken from LVSC, SCL and/or VML, including documents that Jacobs admitted were subject to the attorney-client privilege and should be returned to LVSC. LVSC immediately demanded that Jacobs return the documents stolen by Jacobs; however, after initially agreeing to produce certain privileged documents, Jacobs now refuses to return any documents to LVSC and, most importantly for this Motion,¹ *refuses to state that he will not provide the stolen documents to third parties*. Despite good faith attempts to meet and confer with opposing counsel, including Jacobs' new counsel,² LVSC has no choice but to bring the instant motion seeking a temporary restraining order and preliminary injunction barring Jacobs, Vagus, and their agents, affiliates, representatives and family members from reviewing, producing, or disseminating stolen company documents and information to third parties. Absent a TRO and preliminary injunction, LVSC risks severe irreparable harm from any disclosure of sensitive and privileged information. In the alternative, LVSC seeks a protective order barring Jacobs from disseminating stolen company documents and information to third parties, including, but not limited to having any of his agents and representative, including his attorneys, review these improperly retained documents.

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¹ LVSC previously brought a Motion for Protective Order and for Return of Stolen Documents, which Motion is to be heard on October 18, 2011. That Motion focuses on Jacobs' need to return stolen documents rather than producing the same in this litigation in the ordinary course of discovery.

² Jacobs has announced that he intends to substitute new counsel of Pisanelli Bice in a related pending lawsuit entitled Jacobs v. Las Vegas Sands Corp, et al., Case No. A6427691-B. Though Mr. Pisanelli has advised LVSC's counsel that he will be substituting in as Jacobs' counsel, no substitution has yet been filed.

II.

STATEMENT OF FACTS

In or about March 2009, Vagus Group, Inc. ("Vagus") and LVSC entered into a consulting agreement (the "Vagus Consulting Agreement") with Vagus to provide certain management and consulting services to LVSC. A true and correct copy of the Vagus Consulting Agreement is attached hereto as **Exhibit "A."** The Vagus Consulting Agreement was authored by and executed by Jacobs. *Id.* Pursuant to the Vagus Consulting Agreement, Vagus acknowledged the confidential and highly sensitive nature of information and documents that it would be privy to under the Agreement. Specifically, the Vagus Consulting Agreement states:

Confidentiality

VGI understands that certain information received by and/or made available through LVS and/or its vendors, consultants and advisors is confidential and proprietary and may be restricted due to LVS public company status. VGI agrees that it will not disclose or use, and shall diligently protect and keep confidential all sensitive information received as part of or related to this project. All members of the VGI team assigned to LVS will execute and deliver any standard confidentiality / non-disclosure agreements as requested. This confidentiality provision shall survive the expiration and/or the termination of this agreement

Id. During the course and scope of the Vagus Consulting Agreement, Vagus and Jacobs obtained documents and information that are confidential, proprietary and/or subject to the attorney-client privilege and/or work product doctrine. *See* Declaration of Kenneth J. Kay, attached hereto as **Exhibit "B."** In addition, as the former CEO of SCL, an indirect majority-owned subsidiary of LVSC, and its subsidiary, VML, Jacobs obtained additional documents and information from LVSC that are confidential, proprietary and/or subject to the attorney-client privilege and/or work product doctrine. *Id.*

After litigation commenced in this matter, Jacobs was asked by SCL's counsel to return all company property. *See, e.g.,* November 23, 2010 Letter, attached hereto as **Exhibit "C;"** January 7, 2011 Letter, attached hereto as **Exhibit "D."** Jacobs, however, claimed that he had not stolen any documents. *See, e.g.,* November 30, 2010 Letter, attached hereto as **Exhibit "E."**

However, contrary to Jacobs' prior statements, Jacobs' counsel recently revealed that Jacobs was in possession of approximately 11 gigabytes of documents, which include (as

1 admitted by Jacobs' own counsel) documents containing attorney-client privileged
2 communications between LVSC and its counsel. *See* July 8, 2011 Email, attached hereto as
3 **Exhibit "F."** In response to this revelation, LVSC demanded that Jacobs immediately return all
4 such documents and not provide any such documents to third parties. *See* Declaration of Justin C.
5 Jones, attached hereto as **Exhibit "G."** However, to date, Jacobs has failed and refused to return
6 company documents to LVSC and, further, will not commit to refusing to provide such stolen
7 documents to third parties.

8 On August 1, 2011, the parties conducted further meet and confer discussions
9 telephonically regarding return of company documents in Jacobs' possession. During the
10 telephone conference, Jacobs' counsel represented that:

- 11 1. Jacobs and his counsel are in possession of documents which Jacobs acquired
12 during the course of his employment.
- 13 2. These documents include material that may be subject to the attorney-client
14 privilege.
- 15 3. Jacobs does not believe that he is bound to keep confidential those documents
16 obtained during the course of his employment because he asserts that he did not
17 sign any confidentiality policy or other document containing a confidentiality
18 provision.
- 19 4. Jacobs believes that Macau data privacy laws do not prohibit him from disclosing
20 documents in this matter and that Macau data privacy laws are being used by
21 Defendants as a "farcical canard" to avoid disclosure of documents.
- 22 5. Based upon the foregoing, Jacobs refused to comply with the request for return of
23 documents obtained during the course of his employment and *refused even to*
24 *commit that he would not provide such documents to third parties.*

25 *See* Jones Decl., Ex. D; *see also* August 2, 2011 Letter, attached hereto as **Exhibit "H."** In
26 subsequent correspondence, Jacobs' counsel stated, "We are also unable to represent that Steve
27 [Jacobs] has not or will not provide any of the documents to certain third parties." *See* letter from
28 J. Colby Williams to Justin C. Jones dated August 3, 2011 attached hereto as **Exhibit "I."**

III.

LEGAL ARGUMENT

A. *The Court Should Issue a Temporary Restraining Order and Preliminary Injunction Restraining and Enjoining Jacobs from Disseminating LVSC Company Documents to Third Parties.*

1. **Standard for Issuance of Temporary Restraining Order/Preliminary Injunction.**

Rule 65 of the Nevada Rules of Civil Procedure and NRS 33.010 govern the issuance of injunctions. As the Nevada Supreme Court has explained, injunctions are issued to protect plaintiffs from irreparable injury and to preserve the court's power to render a meaningful decision after a trial on the merits. *See Ottenheimer v. Real Estate Division*, 91 Nev. 338, 535 P.2d 1284 (1975). A temporary restraining order or preliminary injunction may be granted "when it appears by the complaint that the plaintiff is entitled to the requested relief, and such relief or any part thereof consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually." NRS 33.010. Generally, "[a] preliminary injunction is available if an applicant can show a likelihood of success on the merits and a reasonable probability that the non-moving party's conduct, if allowed to continue, will cause irreparable harm for which compensatory damage is an inadequate remedy." *Dangberg Holdings Nevada, L.L.C. v. Douglas County*, 115 Nev. 129, 142, 978 P.2d 311, 319 (1999) (citing *Pickett v. Comanche Construction, Inc.*, 108 Nev. 422, 426, 836 P.2d 42, 44 (1992)). The court may also consider the balance of hardships between the parties. *See Clark Cty. Sch. Dist. v. Buchanan*, 112 Nev. 1146, 924 P.2d 716 (1996).

The decision whether to grant a preliminary injunction is within the sound discretion of the district court, whose decision will not be disturbed on appeal absent an abuse of discretion. *Number One Rent-A-Car v. Ramada Inns*, 94 Nev. 779, 781, 587 P.2d 1329, 1330 (1978). The Court may properly enter an injunction to restore the status quo and to undo wrongful conditions. *Memory Gardens of Las Vegas, Inc. v. Pet Ponderosa Memorial Gardens, Inc.*, 88 Nev. 1, 492 P.2d 123, 124 (1972); *Leonard v. Stoebling*, 102 Nev. 543, 728 P.2d 1358, 1363 (1986).

2. **LVSC Is Likely to Succeed on the Merits of Its Claims Relating to Jacobs' Theft of Documents from LVSC.**

a. *Jacobs Wrongfully Converted LVSC's Documents.*

LVSC is likely to prevail on its claim for civil theft/conversion. Conversion is "a distinct act of dominion wrongfully exerted over another's personal property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of such title or rights." *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000) (quoting *Wantz v. Redfield*, 74 Nev. 196, 198, 326 P.2d 413, 414 (1958)). Further, civil theft/conversion is an act of general intent, which does not require wrongful intent and is not excused by care, good faith, or lack of knowledge. *Id.* at 606, 5 P.3d at 1048.

Here, Jacobs stole from LVSC and its indirect subsidiaries, VML and SCL, approximately 11 gigabytes of documents. *See* Ex. F. Now that Jacobs has been terminated from any position or role with LVSC, SCL or VML, he has no title or right to retain LVSC company documents. LVSC asked Jacobs to return the documents he took; however, to date, Jacobs has failed to return any documents to LVSC. *See* Exs. G, H. There can be no question that Jacobs gained access to documents, then wrongfully exerted dominion over the documents, even after he was terminated from any relationship with LVSC, SCL or VML. Accordingly, LVSC will suffer irreparable harm if Jacobs is not restrained and enjoined from disclosing confidential, sensitive and potentially privileged document and information to third parties.

b. *LVSC Is Likely to Prevail on Its Misappropriation of Trade Secrets Claim.*

LVSC is also likely to prevail on its misappropriation of trade secrets claim. The elements of a misappropriation of trade secrets claim include: (1) a valuable trade secret; (2) misappropriation of the trade secret through use, disclosure, or nondisclosure of use of the trade secret; and (3) the requirement that the misappropriation be wrongful because it was made in breach of an express or implied contract or by a party with a duty not to disclose. *Frantz v. Johnson*, 116 Nev. 455, 466, 999 P.2d 351, 358 (2000). Where misappropriation is threatened, NRS 600A provides for injunctive relief to stop the conduct. *See* NRS 600A.040(1).

Here, there is little question that among the 11 gigabytes of documents and electronic

1 material stolen by Jacobs, there are likely many valuable trade secrets that any of LVSC's
2 competitors would like to access. Jacobs' conduct is wrongful because he and Vagus had
3 contractual obligations to keep all documents and information confidential and a duty thereunder
4 not to disclose such documents to third parties. *See* Ex. A. There is at present a credible and
5 serious threat that Jacobs will release the confidential documents and information to third parties,
6 as he refuses to commit not to disclose such documents. *See* Ex. H. As such, under NRS
7 600A.040, injunctive relief is appropriate to restrain Jacobs from disclosing such sensitive
8 material to third parties.

9
10 **3. LVSC Has Suffered and Will Continue to Suffer Irreparable Harm Absent
Imposition of a Temporary Restraining Order and Preliminary Injunction.**

11 With respect to the requirement of establishing irreparable harm, the Nevada Supreme
12 Court has held that "[g]enerally, harm is 'irreparable' if it cannot adequately be remedied by
13 compensatory damages." *Hamm v. Arrowcreek Homeowners' Ass'n*, 124 Nev. 28, 183 P.3d 895,
14 901 (2008) (citing *Univ. Sys. v. Nevadans for Sound Gov't*, 120 Nev. 712, 721, 100 P.3d 179, 187
15 (2004)) (emphasis added). Courts have recognized that "an injury is not fully compensable by
16 money damages if the nature of the plaintiff's loss would make damages difficult to calculate."
17 *Basicomputer Corp. v. Scott*, 973 F.2d 507, 511 (6th Cir. 1992).

18 Here, there is no question that LVSC has suffered and will continue to suffer irreparable
19 harm if Jacobs continues to disclose documents to third parties. While LVSC is unaware of all
20 that Jacobs stole, his counsel has already admitted that the 11 gigabytes of data includes attorney-
21 client privileged material. *See* Ex. F. Under Nevada law, a "client has a privilege to refuse to
22 disclose, and to prevent any other person from disclosing, confidential communications between
23 the client or the client's representative and the client's lawyer or the representative of the client's
24 lawyer ... [m]ade for the purpose of facilitating the rendition of professional legal services to the
25 client, by the client or the client's lawyer to a lawyer representing another in a matter of common
26 interest." NRS 49.095. A corporation is entitled to assert the attorney-client privilege through its
27 management. *Montgomery v. eTreppid Technologies, LLC*, 548 F. Supp. 2d 1175, 1183 (D. Nev.
28 2008) (citing *Commodity Futures Trading Commission v. Weintraub*, 471 U.S. 343, 348 (1985)).

1 Once a director or officer has left the company "his right to access attorney-client privileged
2 documents terminate[s]." *Id.* (citing *Dexia Credit Local v. Rogan*, 231 F.R.D. 268, 277 (N.D. Ill.
3 2004). Here, LVSC is the proper party to assert the attorney-client privilege regarding disclosure
4 of any LVSC company documents stolen by Jacobs. *Montgomery*, 548 F. Supp. 2d at 1183.
5 Disclosure of privileged material by one not entitled to do constitutes irreparable harm. *U.S. v.*
6 *Philip Morris Inc.*, 314 F.3d 612, 622 (D.C. Cir. 2003) ("[T]he general injury caused by the
7 breach of the attorney-client privilege and the harm resulting from the disclosure of privileged
8 documents to an adverse party is clear enough.").

9 If Jacobs was ever an employee of LVSC, which LVSC disputes, he is certainly not an
10 employee now. Absent any right to access privileged documents, Jacobs must be barred from
11 revealing privileged documents and information to third parties. The fact that Jacobs' counsel has
12 already improperly viewed attorney-client privileged material is justification alone for imposition
13 of a restraining order and preliminary injunction. If Jacobs and his counsel are not immediately
14 restrained and enjoined, LVSC will be subjected to severe prejudice that could not be corrected if
15 Jacobs improperly discloses documents and information that is protected from disclosure under
16 the applicable privileges.³

17 LVSC is also likely to suffer irreparable harm from disclosure of its stolen documents to
18 third parties because such disclosure may violate the Macau Personal Data Protection Act
19 ("Macau Act"). The Macau Act governs "retrieval, consultation, use, disclosure by transmission,
20 dissemination or otherwise making available" personal information. *See* Art. 4, Sec. 1(3) of the
21 Macau Act, a copy and translation of which are attached hereto as **Exhibit "J."** "Personal data"
22 is interpreted very broadly to include:

23 any information of any type . . . relating to an identified or identifiable natural
24 person ("data subject"); an identifiable person is one who can be identified,
25 directly or indirectly, in particular by reference to an indication number or to one
or more factors specific to his physical, physiological, mental, economic, cultural
or social identity.

26 ³ Jacobs' counsel of Campbell & Williams previously represented to LVSC's counsel that they had terminated review
27 of documents and would not review documents as a result of the discovery of privileged material. Jacobs has advised
28 LVSC's counsel that he has retained new counsel of Pisanelli Bice, though a substitution of counsel has not been
filed to date. LVSC's counsel has placed Pisanelli Bice on notice that review of such documents would be improper
and would subject them to challenge and potential disqualification.

1 *Id.* at Art. 4, Sec. 1(1). Pursuant to the Macau Act, personal data may not be transferred outside
2 of Macau except with unambiguous written consent of the data subject and provided the legal
3 system in the destination to which they are transferred ensures an adequate level of protection,
4 except in other limited circumstances that do not apply here. *Id.* at Art. 6, 19. Anyone who
5 violates the Macau Act “shall be liable to up to one year’s imprisonment or a fine of up to 120
6 days.” *Id.* at Art. 37.

7 Here, LVSC has serious concerns that Jacobs has disclosed, and will continue to disclose,
8 company documents to third parties that contain personal data in violation of Macau law. The
9 Macau Act provides for serious sanctions in such circumstances, sanctions which could
10 potentially be levied against LVSC and/or its indirect subsidiaries, SCL and VML. Accordingly,
11 LVSC will suffer severe irreparable harm if Jacobs is not restrained and enjoined from disclosing
12 company documents to third parties.

13 ***B. In the Alternative, the Court Should Issue a Protective Order Barring Jacobs from***
14 ***Disclosing LVSC Company Documents to Third Parties.***

15 In the alternative, the Court should issue a protective order barring Jacobs from disclosing
16 stolen LVSC documents and information to third parties. NRCP 26(c) allows a party to move for
17 a protective order for good cause. Specifically, under NRCP 26(c) and upon a showing of good
18 cause: “[T]he court . . . may make any order which justice requires to protect a party or person
19 from annoyance, embarrassment, oppression, or undue burden or expense, including one or more
20 of the following: (1) that the discovery not be had; . . . [or] (7) that a trade secret or other
21 confidential research, development, or commercial information not be revealed or be revealed
22 only in a designated way.” The trial court has full discretion to grant protective orders for good
23 cause, balancing the need for the information against the injury that might result if disclosure is
24 ordered. *Brown Bag Software v. Symantec Corp.*, 960 F.2d 1465, 1470 (9th Cir. 1992); *Heublein,*
25 *Inc. v. E & J Gallo Winery, Inc.*, 1995 WL 168846 at *2 (S.D.N.Y. April 4, 1995). Courts have
26 broadly interpreted NRCP 26(c) and its federal equivalent to permit a protective order over a wide
27 variety of documents and information. This includes customer lists and customer purchasing
28 habits, pricing information, and sales techniques (*Star Scientific, Inc. v. Carter*, 204 F.R.D. 410

1 (S.D. Ind. 2001); compliance policies and procedures (*Dubai Islamic Bank v. Citibank, N.A.*, 211
2 F. Supp. 2d 447 (S.D. N.Y. 2001)); company manuals (*Gohler v. Wood*, 162 F.R.D. 691 (D. Utah
3 1995)); personnel and labor records (*Miles v. Boeing Co.*, 154 F.R.D. 112 (E.D. Pa. 1994).
4 Where disclosure would present risks of competitive harm, courts have not hesitated to deny
5 access to confidential information or to limit how the material is disclosed. *See, e.g., F.T.C. v.*
6 *Exxon Corp.*, 636 F.2d 1336, 1349-51 (D.C. Cir. 1980); *Brown Bag Software*, 960 F.2d at 1471;
7 *Heublein, Inc.*, 1995 WL 168846 at *3.

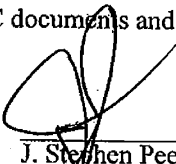
8 As described above, Jacobs stole or wrongfully retained sensitive company documents
9 belonging to LVSC after his consulting contract with LVSC ended and his employment with
10 VML was terminated. These documents include information that likely contain trade secrets,
11 confidential research, commercial information and/or is subject to the attorney-client privilege.
12 Accordingly, there is good cause for the Court to impose a protective order barring Jacobs,
13 Vagus, and their agents, affiliates, attorneys, and family members from reviewing or disclosing to
14 third parties, or allowing others to review or disclose to third parties, documents and information
15 taken and retained without authorization from LVSC and its indirect subsidiaries.

16 IV.

17 CONCLUSION

18 For the foregoing reasons, LVSC hereby requests that the Court grant its *Ex Parte* Motion
19 for Temporary Restraining Order and Preliminary Injunction or in the Alternative for Protective
20 Order barring Jacobs from revealing LVSC documents and information to third parties.

21 DATED September 16, 2011.

22 
23 J. Stephen Peek, Esq.
24 Justin C. Jones, Esq.
25 Brian G. Anderson, Esq.
26 Holland & Hart LLP
27 9555 Hillwood Drive, 2nd Floor
28 Las Vegas, Nevada 89134

Attorneys for Las Vegas Sands Corp.

1 **ORDR**

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3 Nevada Bar No. 1759
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13 *Attorneys for Plaintiff*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 LAS VEGAS SANDS CORP., a Nevada
17 corporation,

18 Plaintiff,

19 v.

20 STEVEN C. JACOBS, an individual; VAGUS
21 GROUP, INC., a Delaware corporation; DOES I
22 through X and ROE CORPORATIONS XI
23 through XX;

24 Defendants.

CASE NO.: A-11-648484-B
DEPT NO.: XI

INTERIM ORDER

25 Plaintiff Las Vegas Sands Corp.'s ("Plaintiff") Application for Temporary Restraining
26 Order and Motion for Preliminary Injunction or in the Alternative for Protective Order
27 ("Motion") came before the Court for hearing at 1:15 p.m. on September 20, 2011 whereby
28 Plaintiff asserted it was entitled to injunctive relief because Defendants were in possession of
stolen documents containing sensitive information, including without limitation, documents
potentially subject to the Macau Personal Data Protection Act, or protected by privilege or
confidentiality (the "Subject Documents"). J. Stephen Peek and Brian G. Anderson of the law
firm Holland & Hart LLP appeared on behalf of Plaintiff. James J. Pisanelli, Todd L. Bice, and
Debra Spinelli appeared on behalf of Defendants Steven C. Jacobs and Vagus Group, Inc.
("Defendants"). The Court, having reviewed Plaintiff's Motion, and having considered the oral
arguments of counsel, and for good cause appearing, finds that relief should be granted through

1 the issuance of an Interim Order. Therefore,

2 IT IS HEREBY ORDERED that Defendants, their agents, representatives, attorneys,
3 affiliates, and family members shall not disclose or disseminate in any way, to any third party
4 anywhere, any of the Subject Documents, including data or other information, whether written,
5 copied, printed or electronic, contained therein, obtained in connection with Defendants'
6 consultancy with LVSC and/or employment with SCL and VML, including without limitation,
7 the approximate eleven gigabytes of documents in Defendants' possession.

8 IT IS FURTHER ORDERED that the Interim Order shall remain in full force and effect
9 until October 4, 2011.

10 THE COURT FURTHER ADVISED counsel to conduct their handling of the documents
11 consistent with the Nevada Rules of Professional Responsibility and to refrain from reviewing
12 documents potentially protected by attorney-client privilege, attorney work product, or which
13 may contain trade secrets or other confidential/commercial information, or which may be subject
14 to the Macau Personal Data Protection Act.

15 DATED this _____ day of September, 2011.

16
17 _____
DISTRICT COURT JUDGE

18
19 Respectfully submitted by:

Approved to form/content:

20 DATED this ____ day of September, 2011

DATED this ____ day of September, 2011

21 **HOLLAND & HART LLP**

PISANELLI BICE PLLC

22
23 _____
24 J. Stephen Peck, Esq.
25 Brian G. Anderson, Esq.
9555 Hillwood Drive, Second Floor
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26 *Attorneys for Plaintiff*

James J. Pisanelli, Esq.
Todd L. Bice, Esq.
Debra L. Spinelli, Esq.
3883 Howard Hughes Parkway, Suite 800
Las Vegas, NV 89169

Attorneys for Defendants

IN THE SUPREME COURT OF THE STATE OF NEVADA

SANDS CHINA LTD.,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA, IN AND FOR
THE COUNTY OF CLARK; AND THE
HONORABLE ELIZABETH GOFF GONZALEZ,
DISTRICT JUDGE,

Respondents,

and

STEVEN C. JACOBS,

Real Party in Interest.

Supreme Court No. 58294

District Court Case No. A627691

NOTICE IN LIEU OF REMITTITUR

TO THE ABOVE-NAMED PARTIES:

The decision and Order of the court in this matter having been entered on August 26th, 2011, and the period for the filing of a petition for rehearing having expired and no petition having been filed, notice is hereby given that the Order and decision entered herein has, pursuant to the rules of this court, become effective.

DATE: September 20, 2011

Tracie Lindeman, Clerk of Court

By: Niki Wilcox
Deputy Clerk

cc: Hon. Elizabeth Goff Gonzalez, District Judge
Glaser, Weil, Fink, Jacobs, Howard & Shapiro, LLC
Campbell & Williams
Steven Grierson, District Court Clerk

VGI

To Nelson Riley
For SBA
702 - 733
5620

March 14, 2009

Mike Leven
President and COO
Las Vegas Sands Corporation
3355 Las Vegas Boulevard South
Las Vegas, NV 89109

Dear Mike:

Thank you for the opportunity to assist you in implementing the cost reduction and turn around plan for Las Vegas Sands. Expectations for your two year appointment are high and the challenges are great. Analysts call for the economic recovery to be delayed until mid to late 2010, and inflation due excess liquidity is likely to follow. Economic havens, including China, are down grading their outlook. And pending legislation, including the card program, could significantly impact business. That being said, the global economy will recover, and those companies that focus on what they can control – costs, capital and debt – will emerge stronger and in a more sustainable position.

As you well know, your first 180 days are critical to establishing the pace, direction and, most importantly, the culture you intend to leave behind. Having worked with you on numerous occasions, we are well aware of the signature you leave and the culture you instill. Our goal is to help you accelerate the leadership transition and to assist you in realizing the \$470M of identified savings... as well as any additional savings that may yet be undiscovered.

I am planning on joining you April 1, and as requested, I have cleared my calendar for the next six months. Following is a high level overview of our assignment. Additional detail and specific focus areas will be further delineated after our first two to three weeks onsite.

As always, should you wish to discuss or amend any items, please do not hesitate to call.

Scope

Based on our discussions, our efforts will be focused in three primary and overlapping areas.

1. Accelerating the Leadership Transition and the New Management Culture

979 Crest Valley Drive Atlanta Ga 30324 p: (770) 814-9017 f: (770) 814-9027 **Vegas Group, Inc**

I will work, at your direction, to help you develop and launch your "Go Forward" transition plan which will prioritize objectives and guide managements' time and expenditures over the next 60, 90 and 180 days. Success requires that the right critical issues be identified early and that effort towards non-critical path items are curtailed or eliminated. Early wins provide momentum and as the transition is to be multi-phased, a portfolio approach will minimize distractions due to non-identified issues or delays.

Once a short list has been agreed, we can then begin molding the organization and support systems to accelerate performance. If done properly, the transition plan can also serve as an internal and external scorecard for the organization and its management.

Anticipated work steps include:

- Review debt covenants, work papers and presentations detailing key operational, financial and strategic imperatives
- Review 2009 operating plans, budgets
- Review pre-opening and opening plans and budgets for Bethlehem and Singapore
- Analyze 2009 and out year capital expense, including repair and maintenance (R&M)
- Assimilate project updates and major milestones regarding major projects
- Compile and assess internal management reports to identify tracking capabilities and alignment with strategic / operational objectives
- Review and, as directed, revise / propose near term policies and procedures to conserve capital and minimize expense. This may include areas such as:
 - Project capital expenditure
 - R&M authorization
 - New hires, transfers and use of temporary labor
 - Travel and entertainment policies
 - Third party contracting
 - Telecommunications
 - Purchasing / spending authorization limits
- In conjunction with the President and COO revise the transition plan including:
 - Priority focus areas for each functional and geographic group
 - Key initiatives within each functional and geographic area
 - Key success factors and metrics by which success will be judged
- Review and incorporate senior management input regarding timing, staffing and resource requirements relating to implementation of the plan
- Review and revise, as necessary, tracking and reporting to ensure visibility and real time monitoring of progress. Note: This may or may not include an intranet dashboard.

- Publish and distribute the plan as directed. In past assignments, the document has been the basis for board and executive committee review. In others, the plan has been summarized and a one page “Go Forward Plan” has been distributed to the employee base at large and used as the foundation communications during the transition process.

2. Reducing Run Rate Operating Costs

LVS senior management has identified over \$470M in run rate savings, the majority of which appear to be tied to salary, wages and benefits. Working in conjunction with your cost reduction team, we will manage the implementation to ensure rapid and cost effective reductions in both the U.S. and Asian operations. It is understood and agreed that I will be working closely with Ken and select staff and that you will have day to day involvement and oversight into all aspects of our work.

Major works steps anticipated include:

- Review existing plans relating to organizational savings and impacts to cost and revenue centers
- Analyze existing corporate, entity and departmental organizations to assess spans of control, reporting hierarchies and potential areas for consolidation
- Review recently conducted activity value analysis to assess functional efficiency, opportunities for re-engineering and impacts of proposed restructuring on up or down stream linked activities
- Compile existing labor and load management practices related to scheduling variable labor (e.g. f&b staff to covers, dealers to tables, etc.)
- Conduct review sessions to prioritize and sequence proposed changes.
- Agree to change management procedures
- Propose and agree on new processes for approvals / authorization
- Identify and assign contractual and / or governmentally required notification processes and procedures
- Identify and retain key performers
- Perform risk assessment of critical path functions and operations to ensure continuity of operations throughout the down sizing
- Develop back-up and contingency plans for critical path processes (financial reporting, systems, gaming maintenance, etc.) and customer, labor and press related functions
- Develop pre, post and announcement day implementation plans. Note: Savings tied to “early wins” may favor multiple announcements at the departmental and entity level verses a one time company wide event.
- Build and maintain the war room. Note: May or may not be online.
- Participate in the announcements as required
- Coordinate reporting and tracking of reorganization progress
- Coordinate tracking of actual to run rate forecasted savings

- Participate in audits / read outs of audits of new process and procedures to ensure realization of headcount, capital and expense reductions
- Troubleshoot post reorganization procedures, processes and operations to minimize operational disruption

3. Identifying and Capturing Additional Savings

On an as agreed basis, we will prioritize and review additional functions and / or areas of operations that you believe hold additional opportunities for re-engineering and / or optimization. While the target list has not yet been identified, it is anticipated to include at least one or two major functional processes and / or groups for which a detailed analysis has been performed. This may include areas relating to back of house operations, information technology, call center operations and / or food and beverage. The methodology and approach will be appropriate to reflect the work done to date. Should a full analysis / due diligence materially increase scope, in keeping with our past assignments and our relationship, VGI and LVS will discuss scope and fees.

Timing, Staffing and Fees

Given the importance of your first 180 days, I will assume overall project responsibility and will become a dedicated resource for you and your team for the six month duration of this assignment. As requested, my CV is attached. Leanne Murdoch, Chris Tessone and/or other VGI associates will be used on an as needed basis. We are prepared to commence work April 1, 2009.

Professional service fees for this assignment will be \$52k per month. Travel and out of pocket expenses will be billed at cost and will include, but is not limited to, items such as airfare, food, lodging, telecommunications and supplies. Invoices are due and payable on the first of each month and sent to:

Vagus Group, Inc.
979 Valley Crest Drive
Atlanta, Ga 30327

To minimize costs, I will travel with you from Atlanta to LV and China as schedules and deliverables allow. It is anticipated that we will be onsite Monday through Friday each week and that lodging will be provided.

Term and Termination Provisions

The term of this contract will be six months, commencing April 1 and ending September 30, 2009, unless mutually extended by both parties. In keeping with our long standing relationship, should any material changes in scope necessitate an increase or reduction in fees, they will be openly discussed, mutually and reasonably agreed.

This agreement can be cancelled at any time by LVS with 60 days written notice. Should LVS choose to cancel this agreement prior to the end of the contract without cause, fees and expenses would be due and payable through the last day of the notice period.

VGI agrees to accept and perform this assignment on a "best efforts" basis. Should VGI fail to meet its obligations, LVS agrees to notify VGI in writing of any and all deficiencies. Should said deficiencies not be corrected within 30 calendar days to LVS' reasonable satisfaction, LVS will have the right to terminate VGI services for cause. Should this occur, all fees and expenses will be due and payable through the last day worked.

Indemnification

Each party agrees to indemnify, defend and hold harmless the other party, its officers, directors and employees and each of its parent and subsidiaries and each of their respective officers, directors and employees against all out of pocket losses actually incurred as a result of gross negligence or willful misconduct of the indemnifying party or its agents or employees in connection with the terms of this agreement. This indemnification provision shall survive the expiration of this agreement. Except in the case of its gross negligence or willful misconduct, it is understood and agreed that VGI's total liability irrespective of cause, event, actual or perceived damage amounts will be limited to the Professional Service Fees paid.

Confidentiality

VGI understands that certain information received by and/or made available through LVS and/or its vendors, consultants and advisors is confidential and proprietary and may be restricted due to LVS public company status. VGI agrees that it will not disclose or use, and shall diligently protect and keep confidential all sensitive information received as part of or related to this project. All members of the VGI team assigned to LVS will execute and deliver any standard confidentiality / non disclosure agreements as requested. This confidentiality provision shall survive the expiration and/or the termination of this agreement and will in accordance with any governmental and or SEC restrictions.

Dispute Resolution

In the unlikely event that any dispute related to this project should arise between the parties, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and out of pocket expenses actually incurred. All work will be performed on a "best efforts" basis and LVS hereby agrees not to withhold to VGI the necessary information, approvals, support, authority, funding, reimbursement and resources necessary to accomplish the tasks contemplated under this proposal.

Acceptance

On behalf of VGI, we look forward to working with you and your team to transform LVS. We are confident that our efforts within the first 90 - 120 days will be significant and within 180 days the culture, cost basis and focus of both your North American and Asian operations will be greatly improved. By this time next year, we expect substantial and fundamental change.

To authorize VGI to begin work, please sign below and return an original copy to my attention.

Very Truly Yours,

VAGUS GROUP, INC.

Authorization Signature

Las Vegas Sands Corp.

By: **Steven C. Jacobs**
President

By: **Mike Leven** Date
President and COO

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I, KENNETH J. KAY, under penalty of perjury, state as follows:

1. I have personal knowledge of the matters set forth in this Declaration except as to those matters stated upon information and belief, and I believe those matters to be true.

2. I am at least 18 years of age and am competent to testify to the matters stated in this Declaration.

3. I currently serve as Executive Vice President and Chief Financial Officer for Las Vegas Sands Corp. ("LVSC"). I have worked for LVSC from December 2008 to present.

4. In or about March 2009, Vagus Group, Inc. ("Vagus") and LVSC entered into a consulting agreement (the "Vagus Consulting Agreement") with Vagus and Steve Jacobs to provide certain management and consulting services to LVSC.

5. I interacted on a regular basis with Steve Jacobs and others at Vagus regarding their consulting work for LVSC.

6. During the course and scope of the Vagus Consulting Agreement, Vagus and Jacobs obtained documents and information that are confidential, proprietary and/or subject to the attorney-client privilege.

7. After Jacobs became the CEO of Venetian Macau Limited (“VML”) and later CEO of Sands China Ltd. (“Sands China”), I frequently interacted with Jacobs, especially during the negotiations of the initial public offering for Sands China.

8. During that time, I am aware that Jacobs obtained LVSC documents and information that were confidential, proprietary and/or subject to the attorney-client privilege and provided Jacobs with such information and documentation myself on many occasions.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 8th day of SEPTEMBER, 2011.

Kenneth J. Kay
KENNETH J. KAY

CIVIL COVER SHEET

Clark County, Nevada

Clark County, Nevada

Case No.

(Assigned by Clerk's Office)

A- 10- 627691- C

XXV
XXV**I. Party Information**

Plaintiff(s)

STEVEN C. JACOBS

Attorney (name/address/phone):

J. Colby Williams, Esq.

Donald J. Campbell, Esq.

700 S. Seventh Street, Las Vegas, Nevada 89101

702-382-5222

Defendant(s)

LAS VEGAS SANDS CORP., a Nevada corporation; SANDS CHINA LTD., a Cayman Islands corporation; DOES I through X; and ROE CORPORATIONS I through X

Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and☐ Arbitration Requested

applicable subcategory, if appropriate)

Civil Cases		
Real Property	Negligence	Torts
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence - Auto <input type="checkbox"/> Negligence - Medical/Dental <input type="checkbox"/> Negligence - Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence - Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Act/Judgment <input type="checkbox"/> Collection of Actions <input checked="" type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	
	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment - Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters	

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)
☐ NRS Chapters 78-88
☐ Commodities (NRS 90)
☐ Securities (NRS 90)

☐ Investments (NRS 104 Art. 8)
☐ Deceptive Trade Practices (NRS 598)
☐ Trademarks (NRS 600A)

☐ Enhanced Case Mgmt/Business
☐ Other Business Court Matters

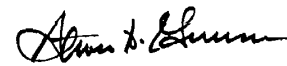
10.26.10

Date

Signature of individual party or representative

See other side for family-related case filings.

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CLERK OF THE COURT

1 **COMP**

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12 *Steven C. Jacobs*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

A- 10- 627691- C

15 **STEVEN C. JACOBS,**

16 **Plaintiff,**

17 **vs.**

18 **LAS VEGAS SANDS CORP., a Nevada**
19 **corporation; SANDS CHINA LTD., a Cayman**
20 **Islands corporation; DOES I through X; and**
21 **ROE CORPORATIONS I through X,**

22 **Defendants.**

CASE NO.

DEPT. NO.

XXV

COMPLAINT

Exempt from Arbitration
Amount in Excess of \$50,000

23 Plaintiff, for his causes of action against Defendants, alleges and avers as follows:

24 **PARTIES**

25 1. Plaintiff Steven C. Jacobs ("Jacobs") is a citizen of the State of Florida who also
26 maintains a residence in the State of Georgia.

27 2. Defendant Las Vegas Sands Corp. ("LVSC") is a corporation organized and
28 existing under the laws of the State of Nevada with its principal place of business in Clark
County, Nevada.



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1 3. Defendant Sands China Ltd. ("Sands China") is a Cayman Islands corporation and
2 a majority-owned subsidiary of LVSC through which the latter engaged in certain of the acts and
3 omissions alleged below. LVSC is the controlling shareholder of Sands China and, thus, has the
4 ability to exercise control over Sands China's business policies and affairs. Sands China, through
5 its subsidiary Venetian Macau, S.A. (also known as Venetian Macau Limited ("VML")), is the
6 holder of a subconcession granted by the Macau government that allows Defendants to conduct
7 gaming operations in Macau.
8

9 4. The true names and capacities, whether individual, corporate, partnership,
10 associate or otherwise of Defendants named herein as DOES I through X, inclusive, and ROE
11 CORPORATIONS I through X, inclusive, and each of them are unknown to Plaintiff at this time,
12 and he therefore sues said Defendants and each of them by such fictitious names. Plaintiff will
13 advise this Court and seek leave to amend this Complaint when the names and capacities of each
14 such Defendants have been ascertained. Plaintiff alleges that each said Defendant herein
15 designated as a DOE or ROE is responsible in some manner for the events and happenings herein
16 referred to as hereinafter alleged.
17

18 5. Each Defendant is the agent of the other Defendants such that each Defendant is
19 fully liable and responsible for all the acts and omissions of all of the other Defendants as set
20 forth herein.
21

22 JURISDICTION AND VENUE

23 6. The Court has personal jurisdiction over the Defendants and the claims set forth
24 herein pursuant to NRS 14.065 on grounds that such jurisdiction is not inconsistent with the
25 Nevada Constitution or United States Constitution.
26

27 7. Venue is proper in this Court pursuant to NRS 13.010 *et seq.* because, among other
28 reasons, LVSC operates its principal place of business in Clark County, Nevada, Sands China



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1 engages is a number of systematic and ongoing transactions with LVSC in Nevada, and this
2 action arises out of agreements originating in Clark County, Nevada.

3 4 ALLEGATIONS COMMON TO ALL CLAIMS

5 Background

6 8. LVSC and its subsidiaries develop and operate large integrated resorts worldwide.
7 The company owns properties in Las Vegas, Nevada, Macau (a Special Administrative Region of
8 China), Singapore, and Bethlehem, Pennsylvania.

9 9. The company's Las Vegas properties consist of The Palazzo Resort Hotel Casino,
10 The Venetian Resort Hotel Casino, and the Sands Expo and Convention Center.

11 10. Macau, which is located on the South China Sea approximately 37 miles southwest
12 of Hong Kong and was a Portuguese colony for over 400 years, is the largest and fastest growing
13 gaming market in the world. It is the only market in China to offer legalized gaming. In 2004,
14 LVSC opened the Sands Macau, the first Las Vegas-style casino in Macau. Thereafter, LVSC
15 opened the Venetian Macau and the Four Seasons Macau on the Cotai Strip section of Macau
16 where the company has resumed development of additional casino-resort properties.

17 11. Beginning in or about 2008, LVSC's business (as well as that of its competitors in
18 the gaming industry) was severely and adversely impacted by the global economic downturn.
19 LVSC's problems due to the economy in general were exacerbated when the Chinese government
20 imposed visa restrictions limiting the number of permitted visits by Chinese nationals to Macau.
21 Because Chinese nationals make up more than half the patrons of Macau casinos, China's policy
22 significantly reduced the number of visitors to Macau from mainland China, which adversely
23 impacted tourism and the gaming industry in Macau.

24 12. As a result of the deteriorating economy, adverse visa developments in Macau,
25 and related issues, LVSC faced increased cash flow needs which, in turn, threatened to trigger a
26



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1 breach of the company's maximum leverage ratio covenant in its U.S. credit facilities. The
2 management of LVSC (which was led at the time by the company's longtime and well-respected
3 President and Chief Operating Officer ("COO"), William Weidner) and the company's Board of
4 Directors (which is led by the company's notoriously bellicose Chief Executive Officer and
5 majority shareholder, Sheldon G. Adelson) engaged in serious disagreements regarding how and
6 when to obtain liquidity in order to avoid a covenant breach. The disagreements were significant
7 enough to force the company to form a special committee to address the serious conflicts between
8 management and Adelson.
9

10 13. Because Adelson delayed accessing the capital markets, against Weidner's
11 repeated advice and the advice of LVSC's investment bank, the company was forced to engage in
12 a number of emergency transactions to raise funds in late 2008 and early 2009. These
13 transactions included large investments in the company by Adelson through the purchase of
14 convertible senior notes, preferred shares, and warrants. Additionally, LVSC, which was already
15 publicly traded on the New York Stock Exchange, conducted a further public offering of the
16 company's common stock. Finally, LVSC also took measures to preserve company funds, which
17 included the shelving of various development projects in Las Vegas, Macau, and Pennsylvania.
18

19 14. Despite the efforts of LVSC to stop its financial hemorrhaging, the company's
20 stock plummeted to an all-time low closing price of \$1.41 per share on March 9, 2009. Less than
21 one year earlier, in April 2008, the stock had traded at more than \$80 per share. The all-time low
22 share price coincided with LVSC's public announcement that William Weidner had left the
23 company due to his ongoing disagreements with the mercurial Adelson about the management of
24 the company. Weidner was replaced as President and COO by Michael Leven, a member of
25 LVSC's Board of Directors.
26
27
28



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LVSC Hires Steven Jacobs To Run Its Macau Operations

15. Prior to his elevation to the post of LVSC's President and COO, Mr. Leven had reached out to Plaintiff Steven Jacobs to discuss with him the identification and evaluation of various candidates then being considered for the position by LVSC's Board of Directors. Messrs. Leven and Jacobs had known each other for many years having worked together as executives at U.S. Franchise Systems in the 1990's and in subsequent business ventures thereafter. After several outside candidates were interviewed without reaching an agreement, Leven received an offer from LVSC's board to become the company's President and COO. Leven again reached out to Jacobs to discuss the opportunity and the conditions under which he should accept the position. The conditions included but were not limited to Leven's compensation package and a commitment from Jacobs to join Leven for a period of 90-120 days to "ensure my [Leven's] success."

16. Jacobs travelled to Las Vegas in March 2009 where he met with Leven and Adelson for several days to review the company's Nevada operations. While in Las Vegas, the parties agreed to consulting contract between LVSC and Jacobs' company, Vagus Group, Inc. Jacobs then began working for LVSC restructuring its Las Vegas operations.

17. Jacobs, Leven, and Adelson subsequently travelled to Macau to conduct a review of LVSC's operations in that location. While in Macau, Leven told Jacobs that he wanted to hire him to run LVSC's Macau operations. Jacobs and Leven returned to Las Vegas after spending approximately a week in Macau. Jacobs then spent the bulk of the next 2-3 weeks working on the Las Vegas restructuring program and also negotiating with Leven regarding the latter's desire to hire him as a full-time executive with the company and the terms upon which Jacobs would agree to do so.



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1 18. On May 6, 2009, LVSC, through Leven, announced that Jacobs would become the
2 interim President of Macau Operations. Jacobs was charged with restructuring the financial and
3 operational aspects of the Macau assets. This included, among other things, lowering operating
4 costs, developing and implementing new strategies, building new ties with local and national
5 government officials, and eventually spinning off the Macau assets into a new company to be
6 taken public on the Hong Kong Stock Exchange.
7

8 19. Notwithstanding that Jacobs would be spending the majority of his time in Macau
9 focusing on LVSC's operations in that location, he was also required to perform duties in Las
10 Vegas including, but not limited to, working with LVSC's Las Vegas staff on reducing costs
11 within the company's Las Vegas operations, consulting on staffing and delayed opening issues
12 related to the company's Marina Bay Sands project in Singapore, and participating in meetings of
13 LVSC's Board of Directors.
14

15 20. On June 24, 2009, LVSC awarded Jacobs 75,000 stock options in the company to
16 reward him for his past performance as a LVSC team member and to incentivize him to improve
17 his future performance as well as that of the company. LVSC and Jacobs executed a written
18 Nonqualified Stock Option Agreement memorializing the award, which is governed by Nevada
19 law.
20

21 21. On or about August 4, 2009, Jacobs received a document from LVSC styled
22 "Offer Terms and Conditions" (the "Term Sheet") for the position of "President and CEO
23 Macau[.]" The Term Sheet reflected the terms and conditions of employment that had been
24 negotiated by Leven and Jacobs while Jacobs was in Las Vegas working under the original
25 consulting agreement with LVSC and during his subsequent trips back to Las Vegas. The Term
26 Sheet was signed by Leven on behalf of LVSC on or about August 3, 2009 and faxed to Jacobs in
27 Macau by Pattie Murray, an LVSC executive assistant located in the company's Las Vegas
28



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1 offices. Jacobs signed the Term Sheet accepting the offer contained therein and returned a copy
2 to LVSC. LVSC's Compensation Committee approved Jacobs' contract on or about August 6,
3 2009.
4

5 **Jacobs Saves the Titanic**

6 22. The accomplishments for the four quarters over which Jacobs presided created
7 significant value to the shareholders of LVSC. From an operational perspective, Jacobs and his
8 team removed over \$365 million of costs from LVSC's Macau operations, repaired strained
9 relationships with local and national government officials in Macau who would no longer meet
10 with Adelson due to his rude and obstreperous behavior, and refocused operations on core
11 businesses to drive operating margins and profits, thereby achieving the highest EBITDA figures
12 in the history of the company's Macau operations.
13

14 23. During Jacobs' tenure, LVSC launched major new initiatives to expand its reach
15 into the mainland frequent and independent traveler marketplace and became the Macau market
16 share leader in mass and direct VIP table game play. Due in large part to the success of its Macau
17 operations under Jacobs' direction, LVSC was able to raise over \$4 billion dollars from the
18 capital markets, spin off its Macau operations into a new company—Sands China—which
19 became publicly traded on the Hong Kong Stock Exchange in late November 2009, and restart
20 construction on a previously stalled expansion project on the Cotai Strip known as "Parcels 5 and
21 6." Indeed, for the second quarter ending June 2010, net revenue from Macau operations
22 accounted for approximately 65% of LVSC's total net revenue (*i.e.*, \$1.04 billion USD of a total
23 \$1.59 billion USD).
24

25 24. To put matters in perspective, when Jacobs began performing work for the
26 company in March 2009, LVSC shares were trading at just over \$1.70 per share and its market
27
28



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cap was approximately \$1.1 billion USD. At the time Jacobs left the company in July 2010, LVSC shares were over \$28 per share and the market cap was in excess of \$19 billion USD.

25. Simply put, Jacobs' performance as the President and Chief Executive Officer of LVSC's Macau operations was nothing short of remarkable. When members of the company's Board of Directors asked Leven in February 2010 to assess Jacobs' 2009 job performance, Leven advised as follows: *"there is no question as to Steve's performance[,] the Titanic hit the iceberg[,] he arrived and not only saved the passengers[,] he saved the ship."* The board awarded Jacobs his full bonus for 2009. Not more than three months later, in May 2010, in recognition of his ongoing contributions and outstanding performance, the board awarded Jacobs an additional 2.5 million stock options in Sands China. The options had an accelerated vesting period of less than two years. Jacobs, however, would be wrongfully terminated in just two months.

Jacobs' Conflicts with Adelson

26. Jacobs' performance was all the more remarkable given the repeated and outrageous demands made upon him by Adelson which included, but were not limited to, the following:

- a. demands that Jacobs use improper "leverage" against senior government officials of Macau in order to obtain Strata-Title for the Four Seasons Apartments in Macau;
- b. demands that Jacobs threaten to withhold Sands China business from prominent Chinese banks unless they agreed to use influence with newly-elected senior government officials of Macau in order to obtain Strata-Title for the Four Seasons Apartments and favorable treatment with regards to labor quotas and table limits;
- c. demands that secret investigations be performed regarding the business and financial affairs of various high-ranking members of the Macau government so that any negative information obtained could be used to exert "leverage" in order to thwart government regulations/initiatives viewed as adverse to LVSC's interests;



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- 1 d. demands that Sands China continue to use the legal services of
2 Macau attorney Leonel Alves despite concerns that Mr. Alves'
3 retention posed serious risks under the criminal provisions of the
4 United States code commonly known as the Foreign Corrupt
5 Practices Act ("FCPA"); and
6
7 e. demands that Jacobs refrain from disclosing truthful and material
8 information to the Board of Directors of Sands China so that it
9 could decide if such information relating to material financial
10 events, corporate governance, and corporate independence should
11 be disclosed pursuant to regulations of the Hong Kong Stock
12 Exchange. These issues included, but were not limited to, junkets
13 and triads, government investigations, Leonel Alves and FCPA
14 concerns, development issues concerning Parcels 3, 7 and 8, and
15 the design, delays and cost overruns associated with the
16 development of Parcels 5 and 6.

17 27. When Jacobs objected to and/or refused to carry out Adelson's illegal demands,
18 Adelson repeatedly threatened to terminate Jacobs' employment. This is particularly true in
19 reference to: (i) Jacobs' refusal to comply with Adelson's edict to terminate Sands China's
20 General Counsel, Luis Melo, and his entire legal department and replace him/it with Leonel Alves
21 and his team; and (ii) Adelson's refusal to allow Jacobs to present to the Sands China board
22 information that the company's development of Parcels 5 and 6 was at least 6 months delayed and
23 more than \$300 million USD over-budget due to Adelson-mandated designs and accoutrements
24 the Sands China management team did not believe would be successful in the local marketplace.

25 28. Jacobs' ongoing disagreements with Adelson came to a head when they were in
26 Singapore to attend the grand opening of LVSC's Marina Bay Sands in late June 2010. While in
27 Singapore, Jacobs attended several meetings of LVSC executives including Adelson, Leven, Ken
28 Kay (LVSC's Chief Financial Officer), and others. During these meetings, Jacobs disagreed with
Adelson's and Leven's desire to expand the ballrooms at Parcels 5 and 6, which would add an
incremental cost of approximately \$30 million to a project already significantly over budget when
Sands China's existing facilities were already underutilized. In a separate meeting, Jacobs
disagreed with Adelson's desire to aggressively grow the junket business within Macau as the



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1 margins were low, the decision carried credit risks, and Jacobs was concerned given recent
2 investigations by Reuters and others alleging LVSC involvement with Chinese organized crime
3 groups, known as Triads, connected to the junket business. Following these meetings, Jacobs re-
4 raised the issue about the need to advise the Sands China board of the delays and cost overruns
5 associated with the development of Parcels 5 and 6 in Macau so that a determination could be
6 made of whether the information must be disclosed in compliance with Hong Kong Stock
7 Exchange regulations. Adelson informed Jacobs that he was Chairman of the Board and the
8 controlling shareholder of Sands China and would "do as I please."

9
10 29. Recognizing that he owed a fiduciary duty to all of the company's shareholders,
11 not just Adelson, Jacobs placed the matter relating to the delays and cost overruns associated with
12 Parcels 5 and 6 on the agenda for the upcoming meeting of the Sands China board. Jacobs
13 exchanged multiple e-mails with Adelson's longtime personal assistant, Betty Yurcich, in
14 attempts to obtain Adelson's concurrence with the agenda. Adelson finally relented and allowed
15 the matter to remain on the agenda, but it would come at a price for Jacobs.
16

17 30. On July 23, 2010, Jacobs attended a meeting with Leven and LVSC/Sands China
18 board member, Irwin Siegel, for the ostensible purpose of discussing the upcoming Sands China
19 board meeting. During the meeting, Leven unceremoniously advised Jacobs that he was being
20 terminated effective immediately. When Jacobs asked whether the termination was purportedly
21 "for cause" or not, Leven responded that he was "not sure" but that the severance provisions of
22 the Term Sheet would not be honored. Leven then handed Jacobs a terse letter from Adelson
23 advising him of the termination. The letter was silent on the issue of "cause."
24

25 31. After the meeting with Leven and Siegel, Jacobs was escorted off the property by
26 two members of security in public view of many company employees, resort guests, and casino
27
28



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1 patrons. Jacobs was not permitted to return to his office to collect his belongings, but was instead
2 escorted to the border to leave Macau.

3
4 32. Nearly two weeks later and after an unsuccessful effort to dig up any real "dirt" on
5 Jacobs, LVSC sent a second letter to Jacobs on VML letterhead which identified 12 pretextual
6 items that allegedly support a "for cause" termination of his employment. In short, the letter
7 contends that Jacobs exceeded his authority and—in the height of hypocrisy—failed to keep the
8 companies' Boards of Directors informed of important business decisions. The reality is that
9 none of the 12 items, even assuming *arguendo* that some of them are accurate, constitute "cause"
10 as they simply reflect routine and appropriate actions of a senior executive functioning in the
11 president and chief executive role of a publicly traded company.
12

13 33. Within approximately four weeks of Jacobs' termination, Sands China went
14 forward with Adelson's desire to terminate its General Counsel, Luis Melo, and replace him with
15 Leonel Alves despite acknowledged disputes within Sands China regarding Alves' employment
16 with the company. In or about the same time frame, Sands China publicly announced a material
17 delay in the construction of Parcels 5 and 6 and a cost increase of \$100 million to the project,
18 thereby acknowledging the correctness of Jacobs' position that such matters must be disclosed.
19

20 FIRST CAUSE OF ACTION

21 (Breach of Contract - LVSC)

22 34. Plaintiff restates all preceding and subsequent allegations as though fully set forth
23 herein.

24 35. Jacobs and LVSC are parties to various contracts, including the Term Sheet and
25 Nonqualified Stock Option Agreement identified herein.
26

27 36. The Term Sheet provides, in part, that Jacobs would have a 3-year employment
28 term, that he would earn an annual salary of \$1.3 million plus a 50% bonus upon attainment of



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1 certain goals, and that he would receive 500,000 LVSC stock options (in addition to the
2 previously awarded 75,000 LVSC options) to vest in stages over three years.

3
4 37. The Term Sheet further provides that in the event Jacobs was terminated "Not For
5 Cause," he would be entitled to one year of severance plus accelerated vesting of all his stock
6 options with a one-year right to exercise the options post-termination.

7 38. Jacobs has performed all of his obligations under the contracts except where
8 excused.

9 39. LVSC has breached the Term Sheet agreement by purportedly terminating Jacobs
10 for "cause" when, in reality, the purported bases for Jacobs' termination, as identified in the
11 belatedly-manufactured August 5, 2010 letter, are pretextual and in no way constitute "cause."
12

13 40. On September 24, 2010, Jacobs made proper demand upon LVSC to honor his
14 right to exercise the remaining stock options he had been awarded in the company. The closing
15 price of LVSC's stock on September 24, 2010 was \$33.63 per share. At the time of filing the
16 instant action, LVSC's stock was trading at approximately \$38.50 per share. LVSC rejected
17 Jacobs' demand and, thus, further breached the Term Sheet and the stock option agreement by
18 failing to honor the vesting and related provisions contained therein based on the pretext that
19 Jacobs was terminated for "cause."
20

21 41. LVSC has wrongfully characterized Jacobs' termination as one for "cause" in an
22 effort to deprive him of contractual benefits to which he is otherwise entitled. As a direct and
23 proximate result of LVSC's wrongful termination of Jacobs' employment and failure to honor the
24 "Not For Cause" severance provisions contained in the Term Sheet, Jacobs has suffered damages
25 in an amount to be proven at trial but in excess of \$10,000.
26

27

28



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SECOND CAUSE OF ACTION

(Breach of Contract – LVSC and Sands China Ltd.)

42. Plaintiff incorporates all preceding and subsequent allegations as though fully set forth herein.

43. On or about May 11, 2010, LVSC caused Sands China to grant 2.5 million Sands China share options to Jacobs. Fifty percent of the options were to vest on January 1, 2011, and the other fifty percent was to vest on January 1, 2012. The grant is memorialized by a written agreement between Jacobs and Sands China.

44. Pursuant to the Term Sheet agreement between Jacobs and LVSC, Jacobs' stock options are subject to an accelerated vest in the event he is terminated "Not for Cause." The Term Sheet further provides Jacobs with a one-year right to exercise the options post-termination.

45. Jacobs has performed all his obligations under the contracts except where excused.

46. On September 24, 2010, Jacobs made proper demand upon LVSC and Sands China to honor his right to exercise the remaining 2.5 million stock options he had been awarded in Sands China. The closing price of Sands China's stock on September 24, 2010 was \$12.86 HKD per share. At the time of filing the instant action, Sands China's stock was trading at approximately \$15.00 per share. LVSC and Sands China rejected Jacobs' demand and, thus, further breached the Term Sheet and the Sands China share grant agreement by characterizing Jacobs' termination as being for "cause" when, in reality, the purported bases for Jacobs' termination, as identified in the belatedly-manufactured August 5, 2010 letter, are pretextual and in no way constitute "cause."

47. LVSC and Sands China have wrongfully characterized Jacobs' termination as one for "cause" in an effort to deprive him of contractual benefits to which he is otherwise entitled.



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1 As a direct and proximate result of LVSC's and Sands China's actions, Jacobs has suffered
2 damages in an amount to be proven at trial but in excess of \$10,000.

3 4 **THIRD CAUSE OF ACTION**

5 **(Breach of the Implied Covenant of Good Faith and Fair Dealing - LVSC)**

6 48. Plaintiff incorporates all preceding and subsequent allegations as though fully set
7 forth herein.

8 49. All contracts in Nevada contain an implied covenant of good faith and fair dealing.

9 50. The conduct of LVSC described herein including, but not limited to, the improper
10 and illegal demands made upon Jacobs by Adelson, Adelson's continual undermining of Jacobs'
11 authority as the President and CEO of LVSC's Macau operations (and subsequently Sands
12 China), and the wrongful characterization of Jacobs' termination as being for "cause," is
13 unfaithful to the purpose of the agreements between Jacobs and LVSC and was not within the
14 reasonable expectations of Jacobs.
15

16 51. As a direct and proximate result of LVSC's wrongful conduct, Jacobs has suffered
17 damages in an amount to be proven at trial but in excess of \$10,000.

18 19 **FOURTH CAUSE OF ACTION**

20 **(Tortious Discharge in Violation of Public Policy - LVSC)**

21 52. Plaintiff incorporates all preceding and subsequent allegations as though fully set
22 forth herein.

23 53. As an officer of LVSC and an officer and director of Sands China, Jacobs owed a
24 fiduciary duty to the shareholders of both companies.

25 54. Certain of the improper and illegal demands made upon Jacobs by Adelson as set
26 forth above would have required Jacobs to engage in conduct that he, in good faith, believed was
27 illegal. In other instances, the improper and illegal demands would have required Jacobs to
28



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1 refrain from engaging in conduct required by applicable law. Both forms of demands would have
2 required Jacobs to violate his fiduciary duties to the shareholders of LVSC and Sands China.

3
4 55. LVSC retaliated against Jacobs' by terminating his employment because he (i)
5 objected to and refused to participate in the illegal conduct requested by Adelson, and (ii)
6 attempted to engage in conduct that was required by law and favored by public policy. In so
7 doing, LVSC tortiously discharged Jacobs in violation of public policy.

8 56. As a direct and proximate result of LVSC's tortious discharge, Jacobs has suffered
9 damages in an amount to be proven at trial but in excess of \$10,000.

10 57. LVSC's conduct, which was carried out and/or ratified by managerial level agents
11 and employees, was done with malice, fraud and oppression, thereby entitling Jacobs to an award
12 of punitive damages.
13

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
16 follows:

17 1. For compensatory damages in excess of Ten Thousand Dollars (\$10,000.00), in an
18 amount to be proven at trial;

19 2. For punitive damages in excess of Ten Thousand Dollars (\$10,000.00), in an amount
20 to be proven at trial;

21 3. For pre-judgment and post-judgment interest, as allowed by law;

22 4. For attorney fees and costs of suit incurred herein, as allowed by law, in an amount to
23 be determined; and
24

25

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5. For such other and further relief as the Court may deem just and proper.

DATED this 20th day of October, 2010.

CAMPBELL & WILLIAMS

By /s/ Donald J. Campbell

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THE MACAO SPECIAL ADMINISTRATIVE REGION

Act 8/2005

Personal Data Protection Act

Under Article 71 (1) of the Basic Law of the Macao Special Administrative Region, the Legislative Council hereby decrees the following to implement the fundamental order established by Articles 30, 32, and 43 of the Basic Law of the Macao Special Administrative Region.

CHAPTER I

General provisions

Article 1

Object

This Act establishes the legal system on the processing and protection of personal data.

Article 2

General principle

The processing of personal data shall be carried out transparently and in strict respect for privacy and for other fundamental rights, freedoms and guarantees enacted in the Basic Law of the Macao Special Administrative Region, the instruments of international law and the legislation in force.

Article 3

Scope

- 1 – This Act shall apply to the processing of personal data wholly or partly by automatic means, and to the processing other than by automatic means of personal data which form part of manual filing systems or which are intended to form part of manual filing systems.
- 2 – This Act shall not apply to the processing of personal data carried out by a natural person in the course of a purely personal or household activity, save those with the purposes of systematic communication and dissemination.
- 3 – This Act shall apply to video surveillance and other forms of capture, processing and dissemination of sound and images allowing persons to be identified, provided the controller is domiciled or based in the Macao Special Administrative Region (the MSAR)

or makes use of a computer or data communication network access provider established on the MSAR territory.

4 – This Act shall apply to the processing of personal data regarding public safety without prejudice to special rules in instruments of international law and inter-regional agreements to which the MSAR is bound and specific laws pertinent to public safety and other related regulations.

Article 4

Definitions

1 – For the purposes of this Act:

- (1) “personal data” shall mean any information of any type, irrespective of the type of medium involved, including sound and image, relating to an identified or identifiable natural person (“data subject”); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an indication number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;
- (2) “data subject” shall mean the natural person whose data are processed;
- (3) “processing of personal data” (“processing”) shall mean any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
- (4) “personal data filing system” (“filing system”) shall mean any structured set of personal data which are accessible according to specific criteria, regardless of the form or method of its establishment, storage and organization;
- (5) “controller” shall mean the natural or legal person, public entity, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data;
- (6) “processor” shall mean a natural or legal person, public entity, agency or any other body which processes personal data on behalf of the controller;
- (7) “third party” shall mean any natural or legal person, public entity, agency or any other body other than the data subject, the controller, the processor and the persons under the direct authority of the controller or the processor, which are qualified to process the data;
- (8) “recipient” shall mean a natural or legal person, public entity, agency or any other body to whom data are disclosed, whether a third party or not; however, authorities which may receive data in the framework of a law or a statutory regulation with organizational nature shall not be regarded as recipients;

- (9) "the data subject's consent" shall mean any freely given specific and informed indication of his wishes by which the data subject signifies his agreement to personal data relating to him being processed;
 - (10) "combination of data" shall mean a form of processing which consists of the possibility of correlating data in a filing system with data in a filing system or systems kept by another or other controllers or kept by the same controller for other purposes;
 - (11) "public authority" shall mean an entity to which No. 3 of Article 79 of the Civil Code refers;
 - (12) "statutory regulation with organizational nature" shall mean a provision in law regulating the organization and function, or in the statute, of any entity that is competent to process the personal data or carry out other actions enacted in this act.
- 2 -- To serve (5) above, if the purpose and method are determined in the law or statutory regulation with organizational nature, the controller shall be designated in it.

CHAPTER II

Processing and quality of personal data and the lawfulness of their processing

Article 5

Data quality

1 -- Personal data must be:

- (1) processed lawfully and with respect for the principle of good faith and the general principle in Article 2;
- (2) collected for specified, explicit, legitimate purposes and for purposes directly related to the activity of the controller; and not further processed in a way incompatible with those purposes;
- (3) adequate, relevant and not excessive in relation to the purposes for which they are collected and/or further processed;
- (4) accurate and, where necessary, kept up to date; adequate measures must be taken to ensure that data which are inaccurate or incomplete, having regard to the purposes for which they were collected or for which they are further processed, are erased or rectified;
- (5) kept in a form which permits identification of their subjects for no longer than is necessary for the purposes for which they were collected or for which they are further processed.

2 – The storing of data for historical, statistical or scientific purposes for longer periods than in (5) above may be authorised by the public authority at the request of the controller in the case of a legitimate interest.

Article 6

Criteria for making data processing legitimate

Personal data may be processed only if the data subject has unambiguously given his consent or if processing is necessary:

- (1) for the performance of a contract or contracts to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract or a declaration of his will to negotiate;
- (2) for compliance with a legal obligation to which the controller is subject;
- (3) in order to protect the vital interests of the data subject if the latter is physically or legally incapable of giving his consent;
- (4) for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller or in a third party to whom the data are disclosed;
- (5) for pursuing the legitimate interests of the controller or the third party to whom the data are disclosed, except where such interests should be overridden by the interests for fundamental rights, freedoms and guarantees of the data subject.

Article 7

The processing of sensitive data

1 – The processing of personal data revealing philosophical or political beliefs, political society or trade union membership, religion, privacy and racial or ethnic origin, and the processing of data concerning health or sex life, including genetic data, shall be prohibited.

2 – With guarantees of non-discrimination and with the security measures provided for in Article 16, the processing of the data referred to in the previous number shall be carried out when one of the following conditions applies:

- (1) when the processing of the data referred to in the previous number is given explicit authorisation by a legal provision or by a statutory regulation with organizational nature;
- (2) when, on important public interest grounds, such processing is essential for exercising the legal or statutory rights of the controller, and authorised by the public authority;
- (3) when the data subject has given his explicit consent for such processing.

3 – The processing of the data referred to in No. 1 shall also be carried out when one of the following conditions applies:

- (1) when it is necessary to protect the vital interests of the data subject or of another person, and the data subject is physically or legally incapable of giving his consent;
 - (2) when it is carried out with the data subject's consent in the course of its legitimate activities by a legal person or non-profit seeking body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members of the body or to persons who have regular contact with it in connection with its purposes and that the data are not disclosed to a third party without the consent of the data subjects;
 - (3) when it relates to data which are manifestly made public by the data subject, provided his consent for their processing can be clearly inferred from his declarations;
 - (4) when it is necessary for the establishment, exercise or defence of legal claims and is exclusively carried out for that purpose.
- 4 – The processing of data relating to health and sex life, including genetic data, shall be carried out if it is necessary for the purposes of preventive medicine, medical diagnosis, the provision of care or treatment or the management of health-care services, provided those data are processed by a health professional bound by professional secrecy or by another person also subject to an equivalent obligation of secrecy, and it is notified to the public authority under Article 21, and where suitable safeguards are provided.

Article 8

Suspicion of illegal activities, criminal and administrative offences

- 1 – Central registers relating to persons suspected of illegal activities, criminal and administrative offences and decisions applying penalties, security measures, fines and additional penalties may only be created and kept by public services vested with that specific responsibility by a legal provision or a statutory regulation with organizational nature, subject to observance of procedural and data protection rules in force.
- 2 – The processing of personal data relating to persons suspected of illegal activities, criminal and administrative offences and decisions applying penalties, security measures, fines and additional penalties may be carried out, subject to observance of the rules for the protection of data and the security of information, when such processing is necessary for pursuing the legitimate purposes of the controller, provided the fundamental rights and freedoms of the data subject are not overriding.
- 3 – The processing of personal data for the purposes of police investigations shall be restricted to the processing necessary to prevent a specific danger or to prosecute a particular offence and to exercise the responsibilities provided for in a legal provision, in a statutory regulation with organizational nature, or in the terms of instruments of international law or inter-regional agreements applicable in the MSAR.

Article 9

Combination of personal data

- 1 - The combination of personal data not provided for in a legal provision or a statutory regulation with organizational nature shall be subject to the authorisation of the public authority, requested by the controller or jointly by the corresponding controllers under No. 1 of Article 22.
- 2 - The combination of personal data must:
 - (1) be necessary for pursuing the legal or statutory purposes and legitimate interests of the controller;
 - (2) not involve discrimination or a reduction in the fundamental rights and freedoms of the data subjects;
 - (3) be covered by adequate security measures;
 - (4) take account of the type of data subject to combination.

CHAPTER III

Rights of the data subject

Article 10

Right to information

- 1 - The controller or his representative shall provide a data subject from whom data relating to himself are collected with the following information, except where he already has it:
 - (1) the identity of the controller and of his representative, if any;
 - (2) the purposes of the processing;
 - (3) other information such as:
 - (i) The recipients or categories of recipients;
 - (ii) Whether replies are obligatory or voluntary, as well as the possible consequences of failure to reply;
 - (iii) The existence and conditions of the right of access and the right to rectify, provided they are necessary, taking account of the specific circumstances of collection of the data in order to guarantee the data subject that they will be processed fairly.
- 2 - The documents supporting the collection of personal data shall contain the information set down in the previous number.
- 3 - If the data are not collected from the data subject and except where he already has it, the controller or his representative must provide the data subject with the information set

down in No. 1 at the time of undertaking the recording of data or, if a disclosure to third parties is envisaged, no later than the time the data are first disclosed.

4 – If data are collected on open networks the data subject shall be informed, except where he is already aware of it, that personal data relating to him may be circulated on the network without security measures and may be at risk of being seen and used by unauthorised third parties.

5 – The obligation to provide information may be waived by any one of the following:

- (1) a legal provision;
- (2) on the grounds of security and criminal prevention or investigation;
- (3) in particular for processing for statistical purposes or for the purposes of historical or scientific research, when the provision of such information proves impossible or would involve a disproportionate effort or if recording or disclosure is expressly laid down by law or administrative regulations, in which case notification to the public authority is required.

6 – With respect to the basic right of the data subject under No. 3 of the next article, the obligation to provide information under this Article shall not apply to the processing of data carried out solely for journalistic purposes or the purpose of artistic or literary expression.

Article 11

Right of access

1 – The data subject has the right to obtain from the controller without constraint at reasonable intervals and without excessive delay or expense:

- (1) Confirmation as to whether or not data relating to him are being processed and information as to the purposes of the processing, the categories of data concerned and the recipients or categories of recipients to whom the data are disclosed;
- (2) Communication in an intelligible form of the data undergoing processing and of any available information as to their source;
- (3) Knowledge of the reason involved in any automatic processing of data concerning him;
- (4) The rectification, erasure or blocking of data the processing of which does not comply with the provisions of this Act, in particular because of the incomplete or inaccurate nature of the data;
- (5) Notification to third parties to whom the data have been disclosed of any rectification, erasure or blocking carried out in compliance with (4), in which case the third parties are required to rectify, erase or block the data accordingly, unless this proves impossible, or would involve a disproportionate effort.

- 2 – In the case of the processing of personal data relating to security and criminal prevention or investigation, the right of access may be exercised by means of the competent authority in that case.
- 3 – In the cases provided for in No. 6 of the previous article, the right of access is exercised by means of the public authority, securing the rules applicable, in particular those guaranteeing freedom of expression and information, freedom of the press and the professional independence and secrecy of journalists.
- 4 – In the cases provided for in No. 2 and No. 3, if communication of the data might prejudice security, criminal prevention or investigation and freedom of expression and information or the freedom of the press, the competent authority in that case or the public authority shall only inform the data subject of the measures taken within the limits of maintaining the targeted value of protection described in this number.
- 5 – The right of access to information relating to health data, including genetic data, is exercised by means of the doctor chosen by the data subject.
- 6 – If the data are not used for taking measures or decisions regarding any particular individual, the law may restrict the right of access where there is clearly no risk of breaching the fundamental rights, freedoms and guarantees of the data subject, particularly the right to privacy, and when the data are used solely for purposes of scientific research or are kept in personal form for a period which does not exceed the period necessary for the sole purpose of creating statistics.

Article 12

Right to object

1. Save where otherwise provided by law, the data subject has the right to object at any time on compelling legitimate grounds relating to his particular situation to the processing of data relating to him, and where there is a justified objection the processing instigated by the controller may no longer involve those data;
2. The data subject also has the right to object, on request and free of charge, to the processing of personal data relating to him which the controller anticipates being processed for the purposes of direct marketing or any other form of commercial research, or to be informed before personal data are disclosed for the first time to third parties for the purposes of direct marketing or for use on behalf of third parties, and to be expressly offered the right to object free of charge to such disclosure or uses.

Article 13

Right not to be subject to automated individual decisions

- 1 – Every person shall have the right not to be subject to a decision which produces legal effects concerning him or significantly affects him and which is based solely on

automated processing of data intended to evaluate certain personal aspects relating to him, in particular his performance at work, creditworthiness, reliability or conduct.

2 – Without prejudice to compliance with the other provisions of this Act, a person may be subject to a decision taken under No. 1:

- (1) if that decision is taken in the course of the entering into or performance of a contract, provided that the request for the entering into or the performance of the contract has been satisfied, or that there are suitable measures to safeguard his legitimate interests, particularly arrangements allowing him to put his point of view.
- (2) if that decision is authorised by a legal provision which shall lay down measures to safeguard the data subject's legitimate interests.

Article 14

Right to indemnification

1 – Any person who has suffered damage as a result of an unlawful processing operation or of any other act incompatible with legal provisions or regulations in the area of personal data protection is entitled to receive compensation from the controller for the damage suffered.

2 – The controller may be exempted from this liability, in whole or in part, if he proves that he is not responsible for the event giving rise to the damage.

3 – If a processor involves, Article 492 of the Civil Code and its following provisions pertinent to relation of commission shall apply.

CHAPTER IV

Security and confidentiality of processing

Article 15

Security of processing

1 – The controller must implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Having regard to the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.

- 2 – Where processing is carried out on his behalf the controller must choose a processor providing sufficient guarantees in respect of the technical security measures and organisational measures governing the processing to be carried out, and must ensure compliance with those measures.
- 3 – The carrying out of processing by way of a processor must be governed by a contract or legal act binding the processor to the controller and stipulating in particular that the processor shall act only on instructions from the controller and that the obligations referred to in No. 1 shall also be incumbent on the processor.
- 4 – Proof of the will to negotiate, the contract or the legal act relating to data protection and the requirements relating to the measures referred to in No. 1 shall be in writing in a document legally certified as affording proof.

Article 16

Special security measures

- 1 - The controllers of the data referred to in No. 2 of Articles 7 and Article 8 shall take appropriate measures to:
- 1) prevent unauthorised persons from entering the premises used for processing such data (control of entry to the premises);
 - 2) prevent data media from being read, copied, altered or removed by unauthorised persons (control of data media);
 - 3) prevent unauthorised input and unauthorised obtaining of knowledge, alteration or elimination of personal data input (control of input);
 - 4) prevent automatic data processing systems from being used by unauthorised persons by means of data transmission premises (control of use);
 - 5) guarantee that authorised persons may only access data covered by the authorisation (control of access);
 - 6) guarantee the checking of the bodies to whom personal data may be transmitted by means of data transmission premises (control of transmission);
 - 7) guarantee that it is possible to check *a posteriori*, in a period appropriate to the nature of the processing, the establishment in the regulations applicable to each sector of which personal data are input, when and by whom (control of input);
 - 8) in transmitting personal data and in transporting the respective media, prevent unauthorised reading, copying, alteration or elimination of data (control of transport).
- 2 – Taking account of the nature of the bodies responsible for processing and the type of premises in which it is carried out, the public authority may waive the existence of certain security measures, subject to guaranteeing respect for the fundamental rights, freedoms and guarantees of the data subjects.

- 3 – The systems must guarantee logical separation between data relating to health and sex life, including genetic data, and other personal data.
- 4 – Where circulation over a network of the data referred to in Article 7 may jeopardise the fundamental rights, freedoms and guarantees of their data subjects the public authority may determine that transmission must be encoded.

Article 17

Processing by a processor

Any person acting under the authority of the controller or the processor, including the processor himself, who has access to personal data must not process them except on instructions from the controller, unless he is required to do so by law.

Article 18

Professional secrecy

- 1 – Controllers and persons who obtain knowledge of the personal data processed in carrying out their functions shall be bound by professional secrecy, even after their functions have ended.
- 2 – Officers, agents or staff who act as consultants for the public authority shall be subject to the same obligation of professional secrecy.
- 3 – The provision in the previous numbers shall not exclude the duty to supply the obligatory information according to the law, except when it is contained in filing systems organised for statistical purposes.

CHAPTER V

Transfer of personal data outside the MSAR

Article 19

Principles

- 1 - The transfer of personal data to a destination outside the MSAR may only take place subject to compliance with this Act and provided the legal system in the destination to which they are transferred ensures an adequate level of protection.
- 2 – The adequacy of the level of protection referred to in the previous number shall be assessed in the light of all the circumstances surrounding a data transfer operation or set of data transfer operations; particular consideration shall be given to the nature of the data, the purpose and duration of the proposed processing operation or operations, the place of origin and place of final destination, the rules of law, both general and sectoral, in force in

the destination in question and the professional rules and security measures which are complied with in that destination.

3 – It is for the public authority to decide whether a legal system ensures an adequate level of protection referred to in the previous number.

Article 20

Derogations

1 - A transfer of personal data to a destination in which the legal system does not ensure an adequate level of protection within the meaning of No. 2 of the previous article may be allowed on condition that the public authority is notified, and that the data subject has given his consent unambiguously to the proposed transfer, or if that transfer:

- (1) is necessary for the performance of a contract between the data subject and the controller or the implementation of pre-contractual measures taken in response to the data subject's request;
- (2) is necessary for the performance or conclusion of a contract concluded or to be concluded in the interests of the data subject between the controller and a third party;
- (3) is necessary or legally required on important public interest grounds, or for the establishment, exercise of defence of legal claims;
- (4) is necessary in order to protect the vital interests of the data subject;
- (5) is made from a register which according to laws or administrative regulations is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate legitimate interest, provided the conditions laid down in law for consultation are fulfilled in the particular case.

2 – Without prejudice to No. 1 the public authority may authorise a transfer or a set of transfers of personal data to a destination in which the legal system does not ensure an adequate level of protection within the meaning of No. 2 of the previous article, provided the controller adduces adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and with respect to their exercise, particularly by means of appropriate contractual clauses.

3 – A transfer of personal data which is necessary for the protection of defence, public security and public health, and for the prevention, investigation and prosecution of criminal offences, shall be governed by special legal provisions or by the international conventions and regional agreements to which the MSAR is party.

CHAPTER VI

Notification

Article 21

Obligation of notification

- 1 – The controller or his representative, if any, must notify the public authority in written form within eight days after the initiation of carrying out any wholly or partly automatic processing operation or set of such operations intended to serve a single purpose or several related purposes.
- 2 – The public authority may authorise the simplification of or exemption from notification for particular categories of processing which are unlikely, taking account of the data to be processed, to affect adversely the rights and freedoms of the data subjects and to take account of criteria of speed, economy and efficiency.
- 3 – The authorisation, which must be published in the *Official Gazette of the MSAR*, must specify the purposes of the processing, the data or category of data to be processed, the category or categories of data subjects, the recipients or categories of recipients to whom the data may be disclosed and the length of time the data are to be stored.
- 4 – Processing whose sole purpose is the keeping of a register which according to laws or administrative regulations is intended to provide information to the public and which is open to consultation by the public in general or by any person demonstrating a legitimate interest shall be exempted from notification.
- 5 – The non-automatic processing of the personal data provided for in No. 1 of Article 7 shall be subject to notification when they are processed under No. 3 (1) of that Article.

Article 22

Prior checking

- 1 – Save where otherwise referred to in No. 2, the authorisation of the public authority is required for:
 - (1) the processing of personal data referred to in No. 2 of Article 7;
 - (2) the processing of personal data relating to credit and the solvency of the data subjects;
 - (3) the combination of personal data provided for in Article 9;
 - (4) the use of personal data for purposes not giving rise to their collection.
- 2 – The processing referred to in the previous number may be authorised by legal provisions or statutory regulations with organizational nature, in which case it does not require the authorisation of the public authority.

Article 23

Content of applications for opinions or authorisation and notification

Applications for opinions, authorisation and notifications submitted to the public authority shall include the following information:

- (1) the name and address of the controller and of his representative, if any;
- (2) the purposes of the processing;
- (3) a description of the category or categories of data subjects and of the data or categories of personal data relating to them;
- (4) the recipients or categories of recipients to whom the data might be disclosed and in what circumstances;
- (5) the body entrusted with processing the information, if it is not the controller himself;
- (6) any combinations of personal data processing;
- (7) the length of time for keeping personal data;
- (8) the form and circumstances in which the data subjects may be informed of or may correct the personal data relating to them;
- (9) proposed transfers of data to third countries;
- (10) a general description enabling a preliminary assessment to be made of the adequacy of the measures taken under Articles 15 and 16 to ensure security of processing.

Article 24

Obligatory information

1 – The legal provisions or statutory regulations with organizational nature referred to in No. 2 of Article 7 and No. 1 of Article 8, the authorisations of the public authority and the register of personal data processing must indicate at least:

- (1) the controller of the filing system and his representative, if any;
- (2) the categories of personal data processed;
- (3) the purposes of the data and the categories of body to whom they might be disclosed;
- (4) the form of exercising the right of access and rectification,;
- (5) any combinations of personal data processing;
- (6) proposed transfers of data to third countries or regions.

2 – Any change in the information referred to in No. 1 shall be subject to the procedures provided for in Articles 21 and 22.

Article 25

Publicising of processing operations

1 – When personal data processing is not covered by a legal provision or statutory regulations with organizational nature, and must be authorised or notified, it shall be set down in a public authority register open to consultation by any person.

- 2 – The register shall contain the information listed in (1) to (4) and (9) of Article 23.
- 3 – A controller not subject to notification shall make available at least the information referred to in No. 1 of the previous article in an appropriate form to any person on request.
- 4 – This Article does not apply to processing whose sole purpose is the keeping of a register which according to laws or administrative regulations is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can provide proof of a legitimate interest.
- 5 – All the opinions and authorisations drawn up or granted under this Act, particularly the authorisations provided for in No. 2 of Article 7 and No. 1 of Article 9, must be published by the public authority in its annual report.

CHAPTER VII

Codes of conduct

Article 26

Codes of conduct

The public authority shall encourage the drawing up of codes of conduct intended to contribute to the proper implementation of the provisions in this Act, to enhance a great efficacy of self regulation, and to exercise and protect privacy pertained basic rights, taking account of the specific features of the various sectors.

Article 27

Submission of draft codes of conduct

- 1 – Professional associations and other bodies representing other categories of controllers which have drawn up draft codes of conduct shall be able to submit them to the public authority for registration.
- 2 – If the public authority considers the draft as in accordance with the laws and regulations in force in the area of personal data protection, a registration shall be made.
- 3 – The registration of the codes of conduct has the effect of a declaration of its lawfulness but does not have the nature of a legal provision or a statutory regulation.

CHAPTER VIII

Administrative and legal supervision

SECTION I

Administrative and legal supervision

Article 28

General principles

Without prejudice to the right to submit a complaint to the public authority, according to the law any individual may have recourse to administrative and legal means to guarantee compliance with legal provisions and statutory regulations in the area of personal data protection.

Article 29

Special legal supervision

1 – Appeals may be lodged directly to the Court of Final Appeal against decisions reached by a law court for the reason of violation of fundamental rights protected by this act. It shall be direct and limited to only the questions on violation against fundamental rights, and shall have an urgent nature.

2 – Without prejudice to the previous number, for administrative acts or simple facts of public powers, appeals may be lodged to the Administrative Court for reasons of violation of fundamental rights protected by this act. The appeal shall have an urgent nature.

3 – In compliance with the previous two numbers, Article 7 of the Codes of Civil Procedures shall apply to the duly adapted appeal procedure mentioned in the previous two numbers. It also applies to and supplements the duly adapted law of civil procedures and administrative procedures respectively.

SECTION II

Administrative offences

Article 30

Subsidiary legislation

The general system of administrative offences, adapted according to the following articles, is subsidiarily applicable to the offences provided for in this section.

Article 31

Compliance with duty omitted

Whenever the administrative offence arises from omitting a duty, application of the penalty and payment of the fine do not release the perpetrator from compliance with that duty, if it is still possible.

Article 32

Omission or inadequate compliance with obligations

1 – Bodies which negligently fail to comply with the obligation to notify the public authority of the processing of personal data referred to in No. 1 and No. 5 of Article 21, provide false information or comply with the obligation to notify without observing Article 23 or, having been notified by the public authority, continue to allow access to open data transmission networks to controllers who fail to comply with the provisions of this Act are committing an administrative offence punishable with the following fines:

(1) In the case of a natural person, a minimum of MOP2,000 and a maximum of MOP20,000;

(2) In the case of a legal person or a body without legal personality, a minimum of MOP10,000 and a maximum of MOP100,000.

2 – The fine shall be increased to double the maxima in the case of data subject to prior authorisation according to Article 22.

Article 33

Other administrative offences

1 – Bodies which fail to comply with obligations in Articles 5, 10, 11, 12, 13, 16, 17 and No. 3 of Article 25 are committing an administrative offence punishable with a minimum fine of MOP4,000 and a maximum of MOP40,000.

2 – In the case of failure to comply with the obligations in Articles 6, 7, 8, 9, 19 and 20, the administrative offence is punishable with a fine of MOP8,000 – MOP80,000.

Article 34

Concurrent offences

1 – If the same fact is simultaneously a crime and an administrative offence the agent shall always be punished by virtue of the crime.

2 – The penalties applied to concurrent administrative offences shall always be materially accumulated.

Article 35

Punishment of negligence and attempt

- 1 – Negligence shall always be punished in relation to the administrative offences provided for in Article 33.
- 2 – Any attempt to commit the administrative offences provided for in Articles 32 and 33 shall always be liable to punishment.

Article 36

Application of fines

- 1 – The public authority is responsible for the application of the fines provided for in this Act.
- 2 – The decision of the public authority shall be enforceable if it is not challenged within the statutory period.

SECTION III

Crimes

Article 37

Non-compliance with obligations relating to data protection

- 1 – Any person who intentionally:
 - (1) omits notification or the application for authorisation referred to in Articles 21 and 22;
 - (2) provides false information in the notification or in applications for authorisation for the processing of personal data or makes alterations in the latter which are not permitted by the legalisation instrument;
 - (3) misappropriates or uses personal data in a form incompatible with the purpose of the collection or with the legalisation instrument;
 - (4) promotes or carries out an illegal combination of personal data;
 - (5) fails to comply with the obligations provided for in this Act or in other data protection legislation when the time limit fixed by the public authority for complying with them has expired;
 - (6) continues to allow access to open data transmission networks to controllers who fail to comply with the provisions of this Act after notification by the public authority not to do so,shall be liable to up to one year's imprisonment or a fine of up to 120 days.
- 2 – The penalty shall be increased to double the maxima in the case of the personal data referred to in Articles 7 and 8.

Article 38

Undue access

- 1 – Any person who without due authorisation gains access by any means to personal data prohibited to him shall be liable to up to one year's imprisonment or a fine of up to 120 days, if a more severe punishment is not to be enforced due to a specific law.
- 2 – The penalty shall be increased to double the maxima when access:
 - (1) is achieved by means of violating technical security rules;
 - (2) allows the agent or third parties to obtain knowledge of the personal data;
 - (3) provides the agent or third parties with a benefit or material advantage.
- 3 – In the case of No. 1 criminal proceedings are dependent upon a complaint.

Article 39

Invalidation or destruction of personal data

- 1 – Any person who without due authorisation erases, destroys, damages, deletes or changes personal data, making them unusable or affecting their capacity for use, shall be liable to up to two years' imprisonment or a fine of up to 240 days, if a more severe punishment is not to be enforced due to a specific law.
- 2 – The penalty shall be increased to double the maxima if the damage caused is particularly serious.
- 3 – If the agent acts with negligence as referred to in the previous two numbers the penalty in both cases shall be up to one year's imprisonment or a fine of up to 120 days.

Article 40

Qualified non-compliance

- 1 – Any person who after being notified to do so does not interrupt, cease or block the processing of personal data shall be subject to a penalty corresponding to the crime of qualified non-compliance.
- 2 – The same penalty shall apply to any person who after being notified:
 - (1) without just cause refuses to provide his cooperation specifically required by the public authority;
 - (2) does not erase or totally or partially destroy the personal data;
 - (3) does not destroy the personal data after the period for keeping them provided for in Article 5 has elapsed.

Article 41

Violation of the duty of secrecy

- 1 – Any person bound by professional secrecy according to the law who without just cause and without due consent reveals or discloses personal data, totally or in part, shall be liable to up to two years' imprisonment or a fine of up to 240 days, if a more severe punishment is not to be enforced due to a specific law.
- 2 - The penalty shall be increased by half the maxima if the agent:
 - (1) is a civil servant or equivalent, according to penal law;
 - (2) acts with the intention of obtaining a material advantage or other unlawful gain;
 - (3) adversely affects the reputation, honour and esteem or the privacy of another person.
- 3 – A person guilty of negligence shall be liable to up to six months' imprisonment or a fine of up to 120 days.
- 4 – Other than the cases provided for in No. 2, criminal proceedings are dependent upon a complaint.

Article 42

Punishment of attempt

Any attempt to commit the crimes provided for in this Section shall always be liable to punishment.

SECTION IV

Additional penalty

Article 43

Additional penalty

The following may be ordered in addition to the fines and penalties provided for in Sections II and III in this Chapter when applied:

- (1) temporary or permanent prohibition of processing, blocking, erasure or total or partial destruction of data;
- (2) publication of the judgement;
- (3) public warning or censure of the controller by the public authority.

Article 44

Publication of judgement

- 1 – The judgement shall be published at the expense of the person judged in the periodicals with the largest circulation published, one in Chinese and one in Portuguese, and by means of affixing a notice for a period of no less than 30 days.
- 2 – Publication shall be done by means of a summary containing information on the offence and the penalties applied and the identification of the agent.

CHAPTER IX

Final provisions

Article 45

Transitional provision

- 1 – The processing of data held in manual filing systems on the date of the entry into force of this Act shall be brought into conformity with Articles 7, 8, 10 and 11 within two years.
- 2 – At his request the data subject may in any event, in particular when exercising the right of access, obtain the rectification, erasure or blocking of incomplete or inaccurate data or data kept in a manner incompatible with the legitimate purposes of the controller.
- 3 – The public authority may provide that the data held in manual filing systems and kept solely for the purposes of historical research need not be brought into conformity with Articles 7, 8 and 9, provided they are in no case reused for a different purpose.

Article 46

Entry into force

This Act comes into force on the 180th day following its publication.

Approved on 4 August 2005.

The President of the *Legislative Council*, *Susana Chou*.

Signed on 10 August 2005.

Hereby published.

The Chief Executive, HO HAU WAH.

Brian Anderson

From: Kimberly Peets [kap@pisanellibice.com]
Sent: Friday, September 23, 2011 7:47 PM
To: pglaser@glaserweil.com; sma@glaserweil.com; asedlock@glaserweil.com; Steve Peek; Justin Jones; Brian Anderson
Cc: James Pisanelli; Todd Bice; Debra Spinelli; Sarah Elsdon
Subject: Jacobs v. Sands
Attachments: Jacobs First Supplemental Disclosures.pdf; Jacobs Witness & Exhibit List for Evidentiary Hearing.pdf

Attached please find (1) Plaintiff Steven Jacobs' Witness and Exhibit List for the Evidentiary Hearing on November 21, 2011, and (2) Plaintiff Steven Jacobs' First Supplemental Disclosures in the above-referenced matter. A disk containing the documents listed in the First Supplemental Disclosures has been sent to you via regular mail.

Thank you,

Kim

Kimberly A. Peets
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and Debra L. Spinelli
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8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 STEVEN C. JACOBS,

11 Plaintiff,

12 v.

13 LAS VEGAS SANDS CORP., a Nevada
corporation; SANDS CHINA LTD., a
14 Cayman Islands corporation; DOES I
through X; and ROE CORPORATIONS
15 I through X,

16 Defendants.

17 **AND RELATED CLAIMS**
18

Case No.: A-10-627691

Dept. No.: XI

**PLAINTIFF STEVEN C. JACOBS'
FIRST SUPPLEMENTAL
DISCLOSURES**

19
20 Pursuant to Nevada Rules of Civil Procedure 16.1, Plaintiff Steven Jacobs ("Jacobs")
21 hereby supplements his list of documents, as follows:

22 1. Sands China's Global Offering, dated November 16, 2009 (Bates Nos. SJ000287-
23 SJ000320);

24 2. Sands China's Global Offering, dated November 16, 2009 (Bates Nos. SJ000321-
25 SJ000762);

26 3. LVSC's Annual Report 2010 (Bates Nos. SJ000763-SJ000926);
27
28

1 4. Email string by and between Timothy Baker, Steven Jacobs, Stephen Weaver,
2 Michael Leven, Joe Manzella, Paul Gunderson, Ines Ho Pereira, dated October 29, 2009 through
3 January 6, 2010 (Bates No. SJ000927);

4 5. Bally Technologies Press Release article entitled, Bally Technologies Awarded
5 Enterprise-wide Systems Contract with Galaxy Entertainment Group in Macau to Provide an
6 Array of System, Server-Based Technology, dated January 6, 2010 (Bates Nos. SJ000928-
7 SJ000929);

8 6. Email string by and between Steven Jacobs and Michael Leven, dated March 5-6,
9 2010 (Bates No. SJ000930);

10 7. Email string by and between Steven Jacobs and Kenneth Kay, dated March 18,
11 2010 (Bates No. SJ000931);

12 8. Email from Luis Melo to Sheldon Adelson, Steven Jacobs, Rachel Chiang, Irwin
13 Siegel, David Turnbull, Jeffery Schwatz, Iain Bruce, Stephen Weaver, Michael Leven, Kenneth
14 Kay, Benjamin Toh, Al Gonzalez, Gayle Hyman, Amy Ho, and other undisclosed witnesses,
15 dated April 10, 2010 (Bates Nos. SJ000932-SJ000933);

16 9. Sands China's Retirement of Executive Director, dated April 10, 2010 (Bates
17 No. SJ000934);

18 10. Sands China's Agenda for April 13/14, 2010 Board Meeting (Bates
19 No. SJ000935);

20 11. Email from Kim McCabe to Steve Jacobs and Christine Hu, dated June 17, 2010
21 (Bates Nos. SJ000936-SJ000941);

22 12. Sands China's Removal of Chief Executive Officer and Executive Director, dated
23 July 23, 2010 (Bates No. SJ000942);

24 13. Sands China's Appointment of Executive Director, dated July 28, 2010 (Bates
25 Nos. SJ000943-SJ000944);

26 14. LVSC's Q2 2010 Earnings Call Transcript, dated July 28, 2010 (Bates
27 Nos. SJ000945-SJ000952);
28

1 15. Sands China's Announcement of Interim Results for the six months ending June
2 30, 2010 (Bates Nos. SJ000953-SJ000981);

3 16. Sands China's Appointment of Alternate Director, dated March 1, 2011 (Bates
4 Nos. SJ000982-SJ000983);

5 17. Email from David Law to Christine Hu, Luis Melo, Jeffrey Poon, Kerwin Kwok,
6 and Benjamin Toh, dated May 12, 2010 (Bates No. SJ000984);

7 18. Sands China's Appointment of Executive Director and Chief Executive Officer
8 Re-Designation of Executive Director as Non-Executive Director, dated July 27, 2011 (Bates
9 Nos. SJ000985-SJ000988);

10 19. Sands China's Date of Board Meeting, dated August 17, 2011 (Bates
11 No. SJ000989);

12 20. Sands China's payment voucher no. 16470 for Steven Jacobs, for period ending
13 August 31, 2010 (Bates No. SJ000990);

14 21. Summons and Affidavit of David R. Groover regarding service of process on
15 Sands China Ltd., filed on October 28, 2010 (Bates Nos. SJ000991-SJ000993);

16 22. Sands China's 2011 Interim Report (Bates Nos. SJ000994-SJ001053);

17 23. Website printout (printed on January 26, 2011) identifying Sands China's
18 "Corporate Governance," (http://www.sandschinaltd.com/sands/en/corporate_governance/)
19 (Bates No. SJ001054);

20 24. Website printout (printed on January 29, 2011) regarding Sheldon Gary Adelson,
21 ([http://www.sandschinaltd.com/sands/en/corporate_governance/directors/Sheldon_Gary_Adelson.](http://www.sandschinaltd.com/sands/en/corporate_governance/directors/Sheldon_Gary_Adelson.html)
22 [html](http://www.sandschinaltd.com/sands/en/corporate_governance/directors/Sheldon_Gary_Adelson.html)) (Bates No. SJ001055);

23 25. Website printout (printed on January 26, 2011) regarding Michael Alan Leven,
24 (http://www.sandschinaltd.com/sands/en/corporate_governance/directors/Michael_A_Leven.html)
25 (Bates No. SJ001056);

26 26. Website printout (printed on January 29, 2011) identifying LVSL's Board of
27 Directors, (http://www.lasvegassands.com/LasVegasSands/Corporate_Overview/Leadership.aspx)
28 (Bates Nos. SJ001057-SJ0001060);

1 27. LVSC's Letter from the Chairman, Notice of Annual Meeting, and Proxy
2 Statement dated April 29, 2011 (Bates Nos. SJ001061-SJ0001128);

3 28. Website printout (printed on September 23, 2011) identifying worldwide map of
4 properties. (<http://www.lasvegassands.com>) (Bates Nos. SJ001129-SJ0001130);

5 29. Website printout (printed on September 23, 2011) identifying LVSI's "About Us"
6 article. (http://www.lasvegassands.com/LasVegasSands/Corporate_Overview/About_Us.aspx)
7 (Bates No. SJ001131);

8 30. Website printout (printed on September 23, 2011) identifying LVSI's properties.
9 (http://www.lasvegassands.com/LasVegasSands/Our_Properties/At_a_Glance.aspx) (Bates Nos.
10 SJ001032-SJ0001133);

11 31. Website printout (printed on September 23, 2011) identifying LVSI's Press
12 Releases of 2011 Press Releases. (<http://www.investor.lasvegassands.com/releases.cfm>) (Bates
13 Nos. SJ001134-SJ0001136);

14 32. Website printout (printed on September 23, 2011) identifying LVSI's Management.
15 (<http://www.investor.lasvegassands.com/management.cfm>) (Bates Nos. SJ001137-SJ0001141);

16 33. Website printout (printed on September 22, 2011) identifying LVSI's Board of
17 Directors. (http://www.lasvegassands.com/LasVegasSands/Corporate_Overview/Leadership.aspx)
18 (Bates Nos. SJ001142-SJ0001145);

19 34. Website printout (printed on September 22, 2011) identifying Sands China's
20 "Corporate Governance," (http://www.sandschinaltd.com/sands/en/corporate_governance/)
21 (Bates No. SJ001146);

22 35. Website printout (printed on September 22, 2011) regarding Sheldon Gary
23 Adelson,
24 (http://www.sandschinaltd.com/sands/en/corporate_governance/directors/Sheldon_Gary_Adelson.html)
25 (Bates No. SJ001147);

26 36. Website printout (printed on September 22, 2011) regarding Michael Alan Leven
27 (http://www.sandschinaltd.com/sands/en/corporate_governance/directors/Mike_A_Leven.html)
28 (Bates No. SJ001148);

- 1 37. LVSC's Code of Business Conduct and Ethics (Bates Nos. SJ001149-SJ001162);
2 38. LVSC's Board of Directors Corporate Governance Guidelines (Bates Nos.
3 SJ001163-SJ001175);
4 39. Correspondence from Sheldon Adelson to Steven Jacobs, dated July 23, 2010
5 (Bates No. SJ001176); and
6 40. Any and all documents identified by any and all other parties to this action.

7 Plaintiff reserves the right to amend and/or supplement this list of documents as discovery
8 continues.

9 DATED this 23rd day of September, 2011.

10 PISANELLI BICE PLLC

11
12 By: 

13 James J. Pisanelli, Esq., Bar No. 4027
14 Todd L. Bice, Esq., Bar No. 4534
15 Debra L. Spinelli, Esq., Bar No. 9695
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18 Attorneys for Plaintiff Steven C. Jacobs
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PISANELLI BICE PLLC
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LAS VEGAS, NEVADA 89169

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 23rd day of September, 2011, I caused to be sent via email and United States Mail, postage prepaid, true and correct copies of the above and foregoing **PLAINTIFF STEVEN C. JACOBS' FIRST SUPPLEMENTAL DISCLOSURES** properly addressed to the following:

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