

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Tracie K. Lindeman
Clerk of Supreme Court

LAS VEGAS SANDS, CORP., a
Nevada corporation, and
SANDS CHINA LTD., a
Cayman Islands corporation,

Petitioners,

vs.

CLARK COUNTY DISTRICT
COURT, THE HONORABLE
ELIZABETH GONZALEZ,
DISTRICT JUDGE,
DEPARTMENT 11,

Respondents,

and

STEVEN C. JACOBS,

Real Party in Interest.

Supreme Court Case No. 62944

**REAL PARTY IN INTEREST'S
SUPPLEMENTAL APPENDIX**

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12	– excerpted			

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice, and that on this 28th day of May, 2013, I electronically filed and served a true and correct copy of the above and foregoing **REAL PARTY IN INTEREST'S SUPPLEMENTAL APPENDIX VOLUME I OF IV** properly addressed to the following:

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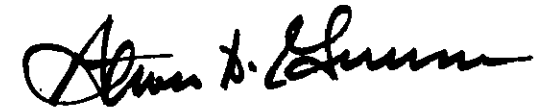
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SERVED VIA HAND-DELIVERY ON 5/29/13

The Honorable Elizabeth Gonzalez
Eighth Judicial District Court, Dept. XI
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

/s/ Kimberly Peets
An employee of Pisanelli Bice, PLLC



CLERK OF THE COURT

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14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 **STEVEN C. JACOBS,**

17 Plaintiff,

18 v.

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

24 Defendants.

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

Date: n/a
Time: n/a

**LAS VEGAS SANDS CORP.'S ANSWER
TO FIRST AMENDED COMPLAINT
AND COUNTERCLAIM**

25 Las Vegas Sands Corp. ("LVSC"), by and through its undersigned counsel, the law firm
26 of Holland & Hart LLP, hereby answers the First Amended Complaint of Plaintiff Steven C.
27 Jacobs:

28 **PARTIES**

1. LVSC is without sufficient knowledge or information to form a belief as to the
truth of the allegations contained in Paragraph 1 of the First Amended Complaint, and on that
basis denies each and every allegation contained therein.

2. LVSC admits the allegations contained in Paragraph 2 of the First Amended
Complaint.

3. LVSC admits that Sands China Ltd. ("Sands China") is a Cayman Islands
corporation and that Venetian Macau Limited is the holder of a subconcession granted by the

1 Macau government. LVSC denies the remaining allegations contained in Paragraph 3 of the
2 First Amended Complaint.

3 4. LVSC admits that Sheldon G. Adelson ("Adelson") is a citizen of Nevada, that
4 Adelson is the Chairman of the Board and Chief Executive Officer of LVSC, and that Adelson is
5 the Chairman of the Board of Sands China.

6 5. LVSC is without sufficient knowledge or information to form a belief as to the
7 truth of the allegations contained in Paragraph 5 of the First Amended Complaint, and on that
8 basis denies each and every allegation contained therein.

9 6. LVSC denies the allegations contained in Paragraph 6 of the First Amended
10 Complaint.

11 JURISDICTION AND VENUE

12 7. Concerning Paragraph 7 of the First Amended Complaint, LVSC admits that the
13 Court has personal jurisdiction over LVSC and Adelson. LVSC denies that the Court has
14 jurisdiction over Sands China Ltd.

15 8. Concerning Paragraph 8 of the First Amended Complaint, LVSC admits that
16 venue is proper in this Court with regards to LVSC and Adelson. LVSC denies that venue is
17 proper as to Sands China Ltd.

18 ALLEGATIONS COMMON TO ALL CLAIMS

19 9. LVSC admits that through its subsidiaries, it indirectly owns properties in Las
20 Vegas, Nevada, and Singapore and has an indirect majority ownership interest through its
21 subsidiaries in properties in Macau and Bethlehem, Pennsylvania. LVSC denies all remaining
22 allegations in Paragraph 9 of the First Amended Complaint.

23 10. LVSC admits that through its subsidiaries, its indirect ownership of properties in
24 Las Vegas includes The Palazzo Resort Hotel Casino, The Venetian Resort Hotel Casino, and the
25 Sands Expo and Convention Center. LVSC denies all remaining allegations contained in
26 Paragraph 10 of the First Amended Complaint.

27 11. LVSC admits the allegations contained in Paragraph 11 of the First Amended
28 Complaint.

1 12. LVSC denies the allegations contained in Paragraph 12 of the First Amended
2 Complaint.
3 13. LVSC denies the allegations contained in Paragraph 13 of the First Amended
4 Complaint.
5 14. LVSC denies the allegations contained in Paragraph 14 of the First Amended
6 Complaint.
7 15. LVSC denies the allegations contained in Paragraph 15 of the First Amended
8 Complaint.
9 16. LVSC denies the allegations contained in Paragraph 16 of the First Amended
10 Complaint.
11 17. LVSC denies the allegations contained in Paragraph 17 of the First Amended
12 Complaint.
13 18. LVSC denies the allegations contained in Paragraph 18 of the First Amended
14 Complaint.
15 19. LVSC denies the allegations contained in Paragraph 19 of the First Amended
16 Complaint.
17 20. LVSC denies the allegations contained in Paragraph 20 of the First Amended
18 Complaint.
19 21. LVSC denies the allegations contained in Paragraph 21 of the First Amended
20 Complaint.
21 22. LVSC denies the allegations contained in Paragraph 22 of the First Amended
22 Complaint.
23 23. LVSC denies the allegations contained in Paragraph 23 of the First Amended
24 Complaint.
25 24. LVSC denies the allegations contained in Paragraph 24 of the First Amended
26 Complaint.
27 25. LVSC denies the allegations contained in Paragraph 25 of the First Amended
28 Complaint.

1 26. LVSC denies the allegations contained in Paragraph 26 of the First Amended
2 Complaint.

3 27. LVSC denies the allegations contained in Paragraph 27 of the First Amended
4 Complaint.

5 28. LVSC denies the allegations contained in Paragraph 28 of the First Amended
6 Complaint.

7 29. LVSC denies the allegations contained in Paragraph 29 of the First Amended
8 Complaint.

9 30. LVSC denies the allegations contained in Paragraph 30 of the First Amended
10 Complaint.

11 31. LVSC denies the allegations contained in Paragraph 31 of the First Amended
12 Complaint.

13 32. LVSC denies the allegations contained in Paragraph 32 of the First Amended
14 Complaint.

15 33. LVSC denies the allegations contained in Paragraph 33 of the First Amended
16 Complaint.

17 34. LVSC denies the allegations contained in Paragraph 34 of the First Amended
18 Complaint.

19 **FIRST CAUSE OF ACTION**

20 **(Breach of Contract – LVSC)**

21 35. Concerning Paragraph 35 of the First Amended Complaint, LVSC repeats and re-
22 alleges its responses to the preceding paragraphs as if set forth fully herein.

23 36. LVSC denies the allegations contained in Paragraph 36 of the First Amended
24 Complaint.

25 37. LVSC denies the allegations contained in Paragraph 37 of the First Amended
26 Complaint.

27 38. LVSC denies the allegations contained in Paragraph 38 of the First Amended
28 Complaint.

1 39. LVSC denies the allegations contained in Paragraph 39 of the First Amended
2 Complaint.

3 40. LVSC denies the allegations contained in Paragraph 40 of the First Amended
4 Complaint.

5 41. LVSC denies the allegations contained in Paragraph 41 of the First Amended
6 Complaint.

7 42. LVSC denies the allegations contained in Paragraph 42 of the First Amended
8 Complaint.

9 **SECOND CAUSE OF ACTION**

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

11 43. Concerning Paragraph 43 of the First Amended Complaint, LVSC repeats and re-
12 alleges its responses to the preceding paragraphs as if set forth fully herein.

13 44. LVSC denies the allegations contained in Paragraph 44 of the First Amended
14 Complaint.

15 45. LVSC denies the allegations contained in Paragraph 45 of the First Amended
16 Complaint.

17 46. LVSC denies the allegations contained in Paragraph 46 of the First Amended
18 Complaint.

19 47. LVSC denies the allegations contained in Paragraph 47 of the First Amended
20 Complaint.

21 48. LVSC denies the allegations contained in Paragraph 48 of the First Amended
22 Complaint.

23 **THIRD CAUSE OF ACTION**

24 **(Breach of the Implied Covenant of Good Faith and Fair Dealing – LVSC)**

25 49. Concerning Paragraph 49 of the First Amended Complaint, LVSC repeats and re-
26 alleges its responses to the preceding paragraphs as if set forth fully herein.

27 50. LVSC denies the allegations contained in Paragraph 50 of the First Amended
28 Complaint.

1 51. LVSC denies the allegations contained in Paragraph 51 of the First Amended
2 Complaint.

3 52. LVSC denies the allegations contained in Paragraph 52 of the First Amended
4 Complaint.

5 **FOURTH CAUSE OF ACTION**

6 **(Tortious Discharge in Violation of Public Policy – LVSC)**

7 53. Concerning Paragraph 53 of the First Amended Complaint, LVSC repeats and re-
8 alleges its responses to the preceding paragraphs as if set forth fully herein.

9 54. LVSC denies the allegations contained in Paragraph 54 of the First Amended
10 Complaint.

11 55. LVSC denies the allegations contained in Paragraph 55 of the First Amended
12 Complaint.

13 56. LVSC denies the allegations contained in Paragraph 56 of the First Amended
14 Complaint.

15 57. LVSC denies the allegations contained in Paragraph 57 of the First Amended
16 Complaint.

17 58. LVSC denies the allegations contained in Paragraph 58 of the First Amended
18 Complaint.

19 **FIFTH CAUSE OF ACTION**

20 **(Defamation Per Se – Adelson, LVSC, Sands China)**

21 Plaintiff's Fifth Cause of Action is the subject of a pending Motion to Dismiss.
22 Accordingly, LVSC does not answer the allegations in paragraphs 59 through 66 at this time.

23 **AFFIRMATIVE DEFENSES**

24 As a further and separate answer to Plaintiff's Complaint, and by way of affirmative
25 defenses, LVSC hereby alleges as follows:

26 **FIRST AFFIRMATIVE DEFENSE**

27 Plaintiff has failed to state a claim upon which relief may be granted.

28 ///

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of estoppel.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of waiver.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of election of remedies.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of accord and satisfaction.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, were caused by his own actions and not that of LVSC.

NINTH AFFIRMATIVE DEFENSE

At all times, LVSC acted in accordance with reasonable commercial standards, in good faith, and with ordinary care, and LVSC's actions did not contribute to the alleged damages.

TENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to do equity toward LVSC and, therefore, Plaintiff is not entitled to any relief from Defendant LVSC.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff failed to join an indispensable party to this matter.

TWELFTH AFFIRMATIVE DEFENSE

LVSC is not a party to the Term Sheet and, therefore, is not a proper party to Plaintiff's breach of contract claim.

THIRTEENTH AFFIRMATIVE DEFENSE

LVSC was not Plaintiff's employer and therefore is not a proper party to Plaintiff's tortious discharge claim.

FOURTEENTH AFFIRMATIVE DEFENSE

To the extent that Plaintiff was employed by LVSC, which LVSC denies, Plaintiff breached his contractual and fiduciary obligations and thereby relieved LVSC of any further obligations to Plaintiff.

FIFTEENTH AFFIRMATIVE DEFENSE

To the extent that Plaintiff was employed by LVSC, which LVSC denies, Plaintiff failed to allege a sufficiently important Nevada public policy to support a claim for tortious discharge.

SIXTEENTH AFFIRMATIVE DEFENSE

To the extent that Plaintiff was employed by LVSC, which LVSC denies, LVSC alleges that any actions taken concerning Plaintiff were done for legitimate, non-discriminatory and non-retaliatory business reasons.

SEVENTEENTH AFFIRMATIVE DEFENSE

Any recovery by Plaintiff must be set off or reduced, abated, or apportioned to the extent that any other party's actions caused or contributed to damages awarded to Plaintiff.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff has suffered no damages.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate his damages, if any, thereby reducing their recovery to reflect the amount by which their alleged damages could have been mitigated by the exercise of reasonable diligence.

TWENTIETH AFFIRMATIVE DEFENSE

The damages, if any, alleged to have been suffered by Plaintiff are subject to setoff.

TWENTY-FIRST AFFIRMATIVE DEFENSE

There is no basis for recovery of costs or attorney's fees by Plaintiff from LVSC.

Some of the foregoing affirmative defenses are pleaded for purposes of non-waiver under NRC 8. Defendant reserves the right to add additional affirmative defenses as the bases for the same are revealed during discovery.

///

COUNTERCLAIM

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

PARTIES

1. Counterclaimant LVSC is a Nevada corporation.
2. Counterdefendant 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").

GENERAL ALLEGATIONS

3. LVSC's direct or indirect subsidiaries own and operate The Venetian Resort Hotel Casino, The Palazzo Resort Hotel Casino and The Sands Expo and Convention Center in Las Vegas, Nevada and the Marina Bay Sands in Singapore. LVSC has an indirect majority ownership interest through its subsidiaries in the Sands Macao, The Venetian Macao Resort Hotel ("The Venetian Macao"), the Four Seasons Hotel Macao, Cotai Strip™ ("Four Seasons Hotel Macao," which is managed by Four Seasons Hotels Inc.), and the Plaza Casino (together with the Four Seasons Hotel Macao, the "Four Seasons Macao") in Macau and the Sands Casino Resort Bethlehem in Bethlehem, Pennsylvania. LVSC's indirect majority-owned subsidiaries are also creating a master-planned development of integrated resort properties, anchored by The Venetian Macao, which LVSC refers to as the Cotai Strip™ in Macau.

Jacobs Is Hired to Perform Work for VML.

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

5. In connection with this work, Jacobs executed an Agreement for Services with VML whereby he would address "senior management issues" relating to VML's "business of

1 developing, designing, constructing, equipping, staffing, owning and operating legalized
2 casino(s) in Macau SAR.”

3 6. The Agreement for Services states that “[t]he parties agree to the exclusive
4 jurisdiction of the courts of Macau (SAR) for any legal proceedings related to this Agreement”
5 and, further, that the “Agreement shall be governed by and interpreted in accordance with the
6 laws of Macau (SAR).”

7 7. LVSC is not a party to the Agreement for Services.

8 8. In June 2009, Jacobs executed an Appointment Agreement with VML whereby
9 the parties’ relationship would be “governed by and interpreted in accordance with Macau SAR
10 law, and the courts of Macau SAR shall have exclusive jurisdiction over any legal proceedings
11 related to this agreement.”

12 9. Pursuant to the Appointment Agreement, Jacobs was awarded a base salary, paid
13 monthly, equivalent to \$1,300,000.00 USD per annum, as well as company benefits.

14 10. Jacobs was paid his monthly salary and bonuses by VML and received benefits
15 from VML until his termination for cause.

16 ***Jacobs Is Named President and Chief Executive Officer of Sands China.***

17 11. On or about July 15, 2009, Sands China was incorporated as a limited liability
18 company in the Cayman Islands in preparation for listing on The Main Board of the Stock
19 Exchange of Hong Kong Limited (“SEHK”) in November 2009.

20 12. In July and August 2009, Jacobs negotiated certain employment terms, which
21 were set out in a term sheet. The term sheet was used in preparing a draft of an employment
22 agreement between Jacobs and VML, but that document was never finalized or executed.

23 13. In November 2009, LVSC’s indirect majority-owned subsidiary, Sands China, the
24 direct or indirect owner and operator of Sands Macao, The Venetian Macao, Four Seasons
25 Macao and ferry operations, and developer of the remaining Cotai Strip integrated resorts,
26 completed an initial public offering of its ordinary shares (the “Sands China Offering”) on the
27 SEHK.

28 ///

1 14. Immediately following the Sands China Offering and several transactions
2 consummated in connection with such offering, LVSC indirectly owned 70.3% of the issued and
3 outstanding ordinary shares of Sands China.

4 15. Jacobs was appointed President – Macau and Chief Executive Officer of Sands
5 China.

6 16. LVSC also identified Jacobs as an executive of LVSC in reports filed with the
7 Securities and Exchange Commission (“SEC”), as required by the SEC, because Jacobs was a
8 senior executive of a significant indirect subsidiary of LVSC, namely Sands China.

9
10 ***Jacobs Fails to Perform Duties Consistent With His Obligations as an Executive of LVSC and Sands China.***

11 17. While Jacobs initially appeared to be fulfilling his duties to Sands China, it later
12 became clear that Jacobs was violating his obligations not only to Sands China but also to LVSC
13 as the majority shareholder of Sands China.

14 **Jacobs Violates the Non-Competition Deed.**

15 18. In connection with the reorganization of LVSC’s indirect subsidiaries operating in
16 Macau, LVSC and Sands China entered into a Deed of Non-Compete Undertakings (“Non-
17 Competition Deed”).

18 19. Pursuant to the Non-Competition Deed, Sands China was prohibited from holding
19 an interest in or otherwise being involved or participating in any casino gaming business outside
20 of a “Restricted Zone” which included the People’s Republic of China, Macau, Hong Kong and
21 Taiwan.

22 20. Notwithstanding the plain language of the Non-Competition Deed, which Jacobs
23 had signed on behalf of Sands China, Jacobs publicly announced that Sands China would be
24 pursuing casino gaming business operations in areas outside of the Restricted Zone, including,
25 but not limited to, Japan.

26 21. As LVSC has previously announced its intention to pursue a development in
27 Japan, the Chairman of LVSC had no option but to make a public statement to correct Jacobs’
28 statement and reassure investors that any such development would be carried out by LVSC.

1 **Jacobs Endangers LVSC's and Sands China's Relationship with the Governments**
2 **of Macau and China.**

3 22. Jacobs also placed at risk LVSC's and Sands China's relationship with the
4 governments of the People's Republic of China and Macau.

5 23. Jacobs commissioned a detailed investigative report by consultant International
6 Risk regarding Macau public officials.

7 24. Jacobs did not seek authorization from the Board of Sands China or from Sheldon
8 Adelson ("Adelson"), the Chairman and Chief Executive Officer of LVSC and Chairman of
9 Sands China, prior to commissioning the report.

10 25. Upon completion of the report, Jacobs met secretly with the investigator from
11 International Risk and was issued a watermarked copy of the report not with the name of LVSC
12 or Sands China, but rather with Jacobs' name imprinted.

13 26. Jacobs thereafter reportedly kept the investigative report in his personal residence
14 and did not advise LVSC or the Chairman or Board of Sands China of the report's existence.

15 **Jacobs Delays Terminating the Contracts Between Cheung Chi Tai and VML.**

16 27. Allegations about Cheung Chi Tai ("CCT") were the subject of press articles that
17 were initially published in the first quarter of 2010.

18 28. In the publication of the initial article, the Nevada State Gaming Control Board
19 was quoted as announcing that it would conduct an examination of the relationship of Nevada
20 licensees with CCT.

21 29. In response, LVSC conducted due diligence and discovered that CCT was a party,
22 as a guarantor, with two junket credit guarantor agreements between two junkets and VML
23 ("CCT Agreements") and engaged an independent investigatory agency to conduct a background
24 examination of CCT.

25 30. Once the background report on CCT ("CCT Report") was obtained and presented
26 to Michael Leven ("Leven"), President and Chief Operating Officer of LVSC and an LVSC
27 board member. Leven agreed with the recommendation that the CCT Agreements be terminated
28

1 and requested that his views be communicated to Jacobs, that the results of the background
2 report be discussed with Jacobs and that Jacobs be instructed to terminate the CCT Agreements.

3 31. Adelson concurred with the recommendations of Leven.

4 32. Although Jacobs has asserted that he objected to the relationship with CCT,
5 Jacobs knows that that allegation is false, designed to injure the Defendants, and that the
6 opposite is true.

7 33. Although the results of the CCT Report were shared with Jacobs on a
8 contemporaneous basis and Jacobs was provided with an oral summary of the results of the CCT
9 Report and with a copy of the CCT Report, Jacobs delayed in terminating the CCT Agreements
10 and acted as an impediment to the prompt termination of the CCT Agreements.

11 34. On June 22, 2010, when Jacobs was in Singapore in connection with the opening
12 celebrations of the Marina Bay Sands, Jacobs explained and defended his reasons for the delay in
13 terminating the CCT Agreements.

14 35. Jacobs claimed that the revenue associated with those junkets was substantial and
15 that he owed the shareholders of Sands China a fiduciary duty the performance of which would
16 be placed in question if the CCT Agreements were terminated.

17 36. In fact, Jacobs then and there knew from the CCT Report, including records
18 reviewed with him orally and that were part of the CCT Report, that no principled understanding
19 of fiduciary duty required the continuation of the CCT Agreements.

20 37. Despite that knowledge, Jacobs again failed to commit to terminating the CCT
21 Agreements.

22 38. After the conversation with Jacobs on June 22, 2010 in Singapore, Jacobs left for
23 a meeting with Adelson and Leven among others.

24 39. After the meeting with Adelson and Leven, Jacobs promised to terminate the CCT
25 Agreements within one week.

26 40. Thereafter, the CCT Agreements were terminated.

27 ///

28 ///

Jacobs' Employment Is Terminated by Sands China and VML for Cause and Jacobs Initiates His Extortion Scheme.

41. On or about July 23, 2010, the Board of Directors of Sands China voted to remove Jacobs as President and Chief Executive Officer of Sands China.

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

43. Jacobs reacted to the news of his termination by disparaging Adelson, the Chairman and Chief Executive Officer of LVSC and Chairman of Sands China, claiming Adelson had: (1) bribed, or attempted to bribe, the Chief Executive of Macau; and (2) instructed subordinates to gather damaging information about public officials for Sands China to improperly use to its advantage.

44. Jacobs made these false and defamatory statements about Adelson to Leven and Irwin Siegel ("Siegel"), a board member of both LVSC and Sands China.

45. Jacobs knew his statements were false when he made them, Jacobs acted recklessly with respect to the falsity of his statements, and Jacobs acted with malice, including a specific intent to harm Adelson, LVSC and Sands China in furtherance of his scheme to extort money to which he was not entitled.

46. After Leven and Siegel refused to concede to Jacobs' attempted extortion, Jacobs threatened to publicly disclose the aforementioned false and defamatory accusations against Adelson, and other alleged wrongdoing involving Sands China and Adelson, unless he was paid money to which he was not entitled.

47. Jacobs knew his statements were false when he made them, and specifically intended to use the defamatory statements as the basis to extort money by threatening public disclosure unless he was paid a substantial sum.

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Jacobs Files a Wrongful Suit Against LVSC in Furtherance of His Scheme.

48. Jacobs, through his conduct, has made clear that he will stop at nothing to publicly disparage Adelson, LVSC and Sands China until he obtains an exorbitant and unwarranted payment.

49. After failing in his attempt to extort money with threats of public disclosure at the time of his termination, Jacobs retrenched and devised a new strategy of filing this vindictive lawsuit. The goal of his lawsuit is the same as Jacobs' initial extortion scheme – an undeserved payment. The only difference is the method of coercion.

50. Despite the fact that Jacobs (1) worked in Macau for VML and Sands China, (2) received his salary and benefits from VML, a Macau company, and (3) executed employment agreements with forum selection clauses mandating that actions be brought in Macau, Jacobs named LVSC as a defendant to improperly gain jurisdictional grounds in Nevada and to bring additional pressure upon LVSC to concede to his preposterous, extortionist demands.

51. Failing an advantageous settlement, Jacobs intends for his Nevada case to be the vehicle to continue his defamatory and malicious crusade against LVSC and Adelson.

52. In this regard, Jacobs willfully and improperly filed suit against LVSC for ulterior purposes, other than resolving a legal dispute.

FIRST CLAIM FOR RELIEF

(Abuse of Process)

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

54. Jacobs caused process to issue, served process, and filed motions with the court against LVSC, despite having no employment relationship with LVSC, to improperly gain jurisdictional grounds in Nevada.

55. Jacobs willfully engaged in this wrongful conduct for the ulterior and improper purposes of obtaining improper jurisdiction to litigate his frivolous case in the United States rather than Macau, the specified venue under the Agreement for Services and Appointment Agreement for resolution of such disputes.

1 56. Jacobs further filed this action for the improper purpose of attempting to leverage
2 an unwarranted pay off.

3 57. Knowing that a suit in Nevada would provide him with more publicity and a
4 larger forum than a suit in Macau, Jacobs willfully engaged in this wrongful conduct for the
5 ulterior and improper purpose of obtaining a better defamation vehicle to disparage Adelson and
6 damage LVSC.

7 58. Jacobs' actions are malicious, fraudulent, and oppressive conduct in disregard of
8 the rights of LVSC.

9 59. Jacobs has caused and will cause damages in excess of \$10,000.00.

10 60. LVSC has been required to retain the services of an attorney and is entitled to
11 reasonable costs and attorneys' fees incurred herein.

12 **SECOND CLAIM FOR RELIEF**

13 **(Business Defamation/Disparagement)**

14 61. LVSC repeats and realleges each and every allegation contained in the preceding
15 paragraphs as though set forth fully herein.

16 62. As set forth above, Jacobs made numerous false, defamatory, and disparaging
17 statements about Adelson, including, but not limited to, that Adelson (1) bribed, or attempted to
18 bribe, the Chief Executive of Macau; and (2) instructed subordinates to gather damaging
19 information about public officials for Sands China to improperly use to its advantage.

20 63. Jacobs' statements about Adelson were unprivileged false and defamatory, and
21 Jacobs knew them to be false.

22 64. Jacobs knew that Adelson was the Chairman and Chief Executive Officer of
23 LVSC and that his false and defamatory statements would be imputed to LVSC.

24 65. Jacobs knowingly and intentionally made the false, defamatory, and disparaging
25 statements about Adelson in furtherance of his scheme to extort a settlement from LVSC,
26 regardless of the fact that Jacobs did not work for LVSC.

27 66. Jacobs directed the false, injurious statements about Adelson and LVSC's
28 reputation, business, goodwill and services intending to harm LVSC, and tending to injure LVSC

1 in its business, reputation, and profession and tending to impute that LVSC has a lack of fitness
2 for its trade, business, or profession.

3 67. Jacobs has caused and will cause damages to LVSC in excess of \$10,000.00,
4 including damage to its business, services, reputation, and goodwill.

5 68. LVSC has been required to retain the services of an attorney and is entitled to
6 reasonable costs and attorneys' fees incurred herein.

7 **THIRD CLAIM FOR RELIEF**

8 **(Intentional Interference With Prospective Economic Advantage)**

9 69. LVSC repeats and realleges each and every allegation contained in the preceding
10 paragraphs as though set forth fully herein.

11 70. Jacobs was aware that Sands China was expressly prohibited from pursuing any
12 casino gaming business in areas outside of the Restricted Zone as he was a signatory to the Non-
13 Competition Deed.

14 71. Notwithstanding the plain language of the Non-Competition Deed, which Jacobs
15 himself had signed, Jacobs publicly announced that Sands China would be pursuing casino
16 gaming business operations in areas outside of the Restricted Zone, including, but not limited to,
17 Japan, thereby intentionally injuring LVSC's prospective business relationship with necessary
18 third-parties in development of the Japanese market.

19 72. Jacobs engaged in intentional acts intended and designed to disrupt the
20 prospective business relationship by wrongfully accusing LVSC and its officers of engaging in
21 criminal and improper activity.

22 73. Jacobs has caused and will cause damages in excess of \$10,000.00, including
23 damage to its business, services, reputation, and goodwill.

24 74. LVSC has been required to retain the services of an attorney and is entitled to
25 reasonable costs and attorneys' fees incurred herein.

26 ///

27 ///

28 ///

FOURTH CLAIM FOR RELIEF

(Civil Extortion)

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

76. In an effort to coerce LVSC to pay him money that he did not deserve and to which he was not entitled, Jacobs threatened to publicly disclose his false and defamatory accusations about Adelson. Jacobs demanded that LVSC pay him money, which he was not entitled to, in order to prevent the public disclosure.

77. Upon information and belief, Jacobs knew his accusations against Adelson were false, and Jacobs intended to wrongfully coerce LVSC to pay Jacobs millions of dollars, even though Jacobs knew that he was not legally or contractually entitled to the money, in order to prevent Jacobs' threatened public disclosure.

78. Jacobs has caused and will cause damages in excess of \$10,000.00, including damage to its business, services, reputation, and goodwill.

79. LVSC has been required to retain the services of an attorney and is entitled to reasonable costs and attorneys' fees incurred herein.

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PRAYER FOR RELIEF

WHEREFORE, LVSC prays for judgment against Jacobs as follows:

1. For compensatory damages according to proof at trial, plus interest thereon at the maximum legal rate;
2. For punitive damages;
3. For attorneys' fees and costs; and,
4. For such other and further relief as the Court deems just and proper.

DATED April 20, 2011.



J. Stephen Peek, Esq.
Justin C. Jones, Esq.
Holland & Hart LLP
3800 Howard Hughes Parkway, 10th Floor
Las Vegas, Nevada 89169

Attorneys for Defendant Las Vegas Sands Corp.

Holland & Hart LLP
3800 Howard Hughes Parkway, Tenth Floor
Las Vegas, Nevada 89169
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that on April 20, 2011, I served a true and correct copy of the foregoing **LAS VEGAS SANDS CORP.'S ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM** via e-mail and by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

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Attorneys for Defendant Sands China Ltd.


An Employee of Holland & Hart LLP

Dineen Bergsing

From: Dineen Bergsing
Sent: Wednesday, April 20, 2011 6:12 PM
To: Donald Campbell; 'jcw@campbellandwilliams.com'; 'Mark Krum'; Andrew Sedlock; 'Steve Morris'
Subject: LV Sands/Jacobs - LV Sands' Answer to First Amended Complaint and Counterclaim
Attachments: Las Vegas Ikon - 04-20-11 - MQ3J5AF.pdf; image001.gif

Please see attached LV Sands' Answer to First Amended Complaint and Counterclaim. A copy to follow by mail.

Dineen M. Bergsing

*Legal Assistant to J. Stephen Peek,
Justin C. Jones and David J. Freeman*
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CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this e-mail. Thank you.

DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN C. JACOBS,)	
)	
Plaintiff,)	
)	
vs.)	CASE NO. A-10-627691
)	
LAS VEGAS SANDS CORP., a)	
Nevada corporation; SANDS)	
CHINA LTD., a Cayman Islands)	
corporation; DOES I through)	
X; and ROE CORPORATIONS I)	
through X,)	
)	
Defendants.)	
_____)	
)	
AND RELATED CLAIMS)	
_____)	

VIDEOTAPE AND ORAL DEPOSITION OF SHELDON ADELSON
LAS VEGAS, NEVADA
THURSDAY, SEPTEMBER 6, 2012

HIGHLY CONFIDENTIAL

REPORTED BY: CARRE LEWIS, CCR NO. 497

JOB NO. 165201

1 DEPOSITION OF SHELDON ADELSON,
2 taken at 3883 Howard Hughes Parkway, Suite 800,
3 Las Vegas, Nevada, on Thursday, September 6, 2012,
4 at 10:26 a.m., before Carre Lewis, Certified Court
5 Reporter, in and for the State of Nevada.

6
7 APPEARANCES:

8 For the Plaintiff:

9 PISANELLI BICE, PLLC

BY: JAMES PISANELLI, ESQ.

10 BY: TODD BICE, ESQ.

BY: DEBRA SPINELLI, ESQ.

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15 For Las Vegas Sands and Sands China Limited:

16 HOLLAND & HART LLP

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20 For Sands China Limited:

21 MUNGER, TOLLES & OLSON LLP

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23 henry.weissmann@mto.com
24
25

1 APPEARANCES (continued):

2 For Sheldon Adelson, Las Vegas Sands:

3 LAS VEGAS SANDS CORP.

BY: IRA H. RAPHAELSON, ESQ.

4 GLOBAL GENERAL COUNSEL

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5 Las Vegas, Nevada 89109

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6 ira.raphaelson2lasvegassands.com

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10 (310) 734-5299

jsanders@reedsmith.com

11 Telephonic appearance:

12 JUDGE ELIZABETH GONZALEZ

13 The Videographer:

14 Litigation Services

15 By: Dustin Kittleson

3770 Howard Hughes Parkway, Suite 300

16 Las Vegas, Nevada 89169

(702) 314-7200

17 Also Present:

18 Steven Jacobs

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I N D E X

WITNESS: SHELDON ADELSON

EXAMINATION

PAGE

By Mr. Pisanelli

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Sheldon Adelson
Jacobs vs. Las Vegas Sands
Thursday, September 6, 2012
Carre Lewis, CCR No. 497

E X H I B I T S

NUMBER		PAGE
Exhibit 1	Shared Services Agreement	171
Exhibit 2	Termination Letter	239
Exhibit 3	Notification of Termination with Cause	254

1 LAS VEGAS, NEVADA; THURSDAY, SEPTEMBER 6, 2012;

2 10:26 A.M.

3 -oOo-

4 THE VIDEOGRAPHER: This is the beginning of
5 Videotape No. 1 in the deposition of Sheldon Adelson
6 in the matter of Jacobs versus Las Vegas Sands
7 Corporation, held at Pisanelli Bice on September 6,
8 2012, at 10:26 a.m.

9 The court reporter is Carre Lewis. I'm
10 Dustin Kittleson, the videographer, an employee of 10:27
11 Litigation Services. This deposition is being
12 videotaped at all times unless specified to go off
13 the video record.

14 Would all present please identify
15 themselves beginning with the witness.

16 THE WITNESS: Sheldon Adelson.

17 MR. PEEK: Stephen Peek, with Holland &
18 Hart, representing Las Vegas Sands Corp. and Sands
19 China Limited. And also with me here today is
20 Mr. Adelson's general counsel, for -- 10:27

21 THE WITNESS: LVS's general counsel.

22 MR. PEEK: -- for Las Vegas Sands Corp.

23 MR. WEISSMANN: I'm Henry Weissmann, for
24 Sands China.

25 MR. SANDERS: I'm Jim Sanders from Reed

1 MR. PEEK: Thank you.

2 JUDGE GONZALEZ: All right. Have a nice
3 evening.

4 MR. PEEK: Thank you. See you Monday.

5 JUDGE GONZALEZ: Good night.

6 THE WITNESS: Good night, Your Honor.

7 (Discussion held off the record.)

8 THE VIDEOGRAPHER: Back on the record at
9 5:09.

10 BY MR. PISANELLI: 05:10

11 Q. Mr. Adelson, who participated in the
12 decision to terminate Mr. Jacobs?

13 A. Me and Mr. Leven.

14 Q. When was the first time you and Mr. Leven
15 discussed that topic?

16 A. In January of 2010 -- actually, it might
17 have been before then, a week or two before then
18 after the road show or during the road show.

19 Q. Let's start with the road show discussion.

20 First of all, where were you when you spoke 05:11
21 with Mr. Leven about the topic of terminating
22 Mr. Jacobs?

23 A. I don't recall. I think it was in London.

24 Q. Who raised --

25 A. I -- I remember we talked about it in

1 MR. PISANELLI: We don't need to debate
2 this, Steve.

3 MR. PEEK: I'll instruct you not to answer
4 then.

5 You are right. I don't need to debate it
6 with you.

7 BY MR. PISANELLI:

8 Q. Where was the list of 12 reasons developed?

9 A. I don't specifically recall, but I know it
10 was developed part in Macau, part in other places, 05:22
11 could have been Las Vegas, could have been Israel,
12 could have been Singapore -- when Mike and I were
13 together, and information that he got from Macau, it
14 was staggering, after he was terminated, staggering.

15 Q. Let's focus on the 12 for right now.

16 A. I can't -- I didn't bring the list with me.

17 Q. Did Mike do research --

18 A. I told you that I wanted him fired a lot
19 earlier than that.

20 Q. Well, I'm going to get to that. That's 05:23
21 where we were before we got bogged down on the
22 latest instructions. But for now let's stick with
23 the 12 reasons. Did Mike Leven do research to
24 support the 12 reasons?

25 A. Yes.

1 Go ahead. Go ahead, Jim. Next question.

2 BY MR. PISANELLI:

3 Q. Who participated in the decision about how
4 Mr. Jacobs would be notified that he was being
5 terminated?

6 A. Mike and I.

7 Q. Where were you when you made that decision?

8 A. I don't know.

9 Q. What did you decide to --

10 A. I will repeat again. Location is not -- 05:50
11 anything that was said between Mike and I was done
12 in our role as the chairman and the director of SCL.

13 Q. So what did you and Mr. Leven agree would
14 be done by way of notification to Mr. Jacobs?

15 A. That he would go there --

16 Q. Who is "he"?

17 A. -- face to face --

18 Q. Sorry to interrupt.

19 Who is "he"?

20 A. Mike Leven. 05:51

21 Q. Okay.

22 A. He would go there and fire him face to
23 face. I think he tried to do that in June, but one
24 of the issues was that he took time off without
25 telling anybody, sometimes for weeks at a time, and

1 Q. So it's possible that the board meeting
2 occurred a couple hours after Mr. Jacobs was
3 informed?

4 A. Anything is possible. I don't recall.

5 MR. PISANELLI: Let's go off the record.

6 (Off the record.)

7 THE VIDEOGRAPHER: Back on the record at
8 6:18.

9 (Exhibit 2 marked.)

10 BY MR. PISANELLI:

06:19

11 Q. At the time that Mr. Leven first went to
12 Macau to meet with Mr. Jacobs to inform him that he
13 was being terminated, did you give to Mr. Leven any
14 form of written notice of that termination?

15 A. I don't recall.

16 Q. Do you recall preparing a written form of
17 the notice of termination the time Mr. Leven came
18 out and ultimately did inform Mr. Jacobs of the
19 termination?

20 A. Yes.

06:19

21 Q. Where were you when you drafted that
22 letter?

23 A. In Las Vegas.

24 Q. All right. Did Ms. Yurcich assist you?

25 A. Could have.

1 Q. Am I pronouncing that correctly, by the
2 way?

3 A. "Yurcich."

4 Q. Is there anyone else that could have
5 assisted you on it?

6 A. The attorney.

7 Q. Do you see -- we are looking at what we
8 have marked as Exhibit 2 for your deposition.

9 What is this document?

10 A. Notice of termination. 06:21

11 Q. You drafted this letter?

12 A. I believe so.

13 Q. Did anyone assist you in drafting it?

14 A. I don't know. If it's only two sentences,
15 I don't think so.

16 Q. The letterhead does not appear to be the
17 standard preprinted form of letterhead for SCL. Do
18 you know whether or not this was letterhead for SCL
19 at the time you prepared this document?

20 A. No, I don't know. 06:21

21 Q. Do you recall whether you simply put "SCL"
22 at the top of this letter?

23 A. No, no. I have business cards that say I'm
24 the chairman of SCL.

25 Q. Right.

1 examination.

2 MR. PEEK: I understand.

3 THE WITNESS: I take that from your
4 predecessor, who religiously had a limit from 9:00
5 or 10:00 till 5:00, even with an hour, an
6 hour-and-a-half lunch.

7 BY MR. PISANELLI:

8 Q. Talking about Mr. Campbell?

9 A. Yes.

10 MR. PEEK: I will talk to you about it, 07:33
11 Jim.

12 MR. PISANELLI: All right. Go off the
13 record.

14 THE VIDEOGRAPHER: Off the record at 7:32.
15 (Deposition concluded at 7:32 p.m.)

16 -oOo-

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1 CERTIFICATE OF DEPONENT

2 PAGE LINE CHANGE REASON

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16 * * * * *

17 I, Sheldon Adelson, deponent herein, do hereby
18 certify and declare the within and foregoing
19 transcription to be my deposition in said action;
20 under penalty of perjury; that I have read,
21 corrected and do hereby affix my signature to said
22 deposition.

23 _____
24 Sheldon Adelson, Deponent

Date

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
)SS:
3 COUNTY OF CLARK)

4 I, Carre Lewis, a duly commissioned and licensed
5 Court Reporter, Clark County, State of Nevada, do
6 hereby certify: That I reported the taking of the
7 deposition of the witness, Sheldon Adelson,
8 commencing on Thursday, September 6, 2012, at
9 10:26 a.m.

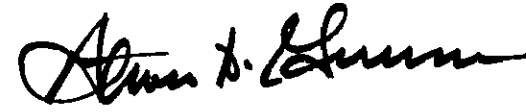
10 That prior to being examined, the witness was,
11 by me, duly sworn to testify to the truth. That I
12 thereafter transcribed my said shorthand notes into
13 typewriting and that the typewritten transcript of
14 said deposition is a complete, true and accurate
15 transcription of said shorthand notes.

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

21 IN WITNESS HEREOF, I have hereunto set my hand,
22 in my office, in the County of Clark, State of
23 Nevada, this 17th day of September 2012.

24
25 _____
CARRE LEWIS, CCR NO. 497

Electronically Filed
10/25/2012 05:05:05 PM



CLERK OF THE COURT

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Facsimile: (702) 385-6001
7
8 Attorneys for Sands China Ltd.

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11
12 STEVEN C. JACOBS,

13 Plaintiff,

14 v.

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

18 Defendants.

19 AND ALL RELATED CLAIMS
20

Case No.: A-10-627691

Dept. No.: XI

SUBSTITUTION OF COUNSEL

21 Defendant SANDS CHINA LTD. hereby substitutes the law firm of KEMP, JONES &
22 COULTHARD, LLP as its attorneys of record in the above-captioned case, in the place and stead of
23 MUNGER TOLLES & OLSON LLP.

24 DATED this 25th day of October, 2012.

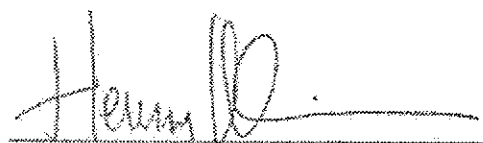
25
26
27 David Fleming,
A Representative of Sands China Ltd.
28

KEMP, JONES & COULTHARD, LLP
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kje@kempjones.com

1 The law firm of MUNGER TOLLES & OLSON LLP here consents to the substitution of the law
2 firm of KEMP, JONES & COULTHARD, LLP it is place and stead as attorney of record for Defendant
3 SANDS CHINA LTD.

4 DATED this 18th day of October, 2012.

5
6 

7 Brad D. Brian, Esq.
8 Henry Weissmann, Esq.
9 John B. Owens, Esq.
Bradley R. Schneider, Esq.
355 S. Grand Avenue
Los Angeles, California 90071

10 The law firm of KEMP, JONES & COULTHARD, LLP hereby consents to its substitution as
11 attorney of record for Defendant SANDS CHINA LTD. in the above-entitled matter in place and stead
12 of MUNGER TOLLES & OLSON LLP.

13 DATED this 25th day of October, 2012.

14
15 

16 J. Randall Jones, Esq.
17 Mark M. Jones, Esq.
18 Kemp, Jones & Coulthard, LLP
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19 Las Vegas, Nevada 89169
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kje@kempjones.com

CERTIFICATE OF MAILING

I hereby certify that on the 25th day of October, 2012, the foregoing **SUBSTITUTION OF COUNSEL** was served on the following person(s) by mailing a copy thereof, first class mail, postage prepaid, to:

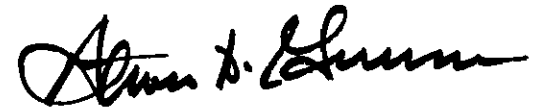
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*Attorneys for Las Vegas Sands Corp. and
Sands China, Ltd.*


An employee of Kemp, Jones & Coulthard



CLERK OF THE COURT

MOT

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DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

AND RELATED CLAIMS

Case No.: A-10-627691

Dept. No.: XI

**PLAINTIFF STEVEN C. JACOBS'
MOTION FOR NRCP 37 SANCTIONS**

Hearing Date:

Hearing Time:

Pursuant to NRCP 37, Plaintiff Steven C. Jacobs ("Jacobs") moves for sanctions against Defendants Las Vegas Sands Corp. ("LVSC") and Sands China Ltd. ("Sands China") due to their egregious and ongoing discovery abuses. This Court has already documented their concealment of the existence and location of evidence. This Motion seeks Rule 37 sanctions not only for that outrageous misconduct, but also because LVSC and Sands China's discovery obstruction is ongoing to this very day. Indeed, they recently revealed how they have yet to begin any search for documents in Macau, notwithstanding this Court's explicit directions otherwise many, many months ago. The time to put an end to the obstructionist conduct and sabotaging of the legal

1 process has plainly arrived. Jacobs is submitting a separate motion on an order shortening time to
2 convene an evidentiary hearing and to seek limited discovery to lay bare the magnitude of the
3 pervasive obstructionism. The purpose of this limited discovery is a search for the truth. And,
4 because that is precisely what LVSC and Sands China do not want to come out, they have
5 resorted to an ongoing pattern of noncompliance.

6 This Motion is based on Rules 16.1, 26, 34 and 37 of the Nevada Rules of Civil
7 Procedure, and the following Memorandum of Points and Authorities, any and all exhibits
8 thereto, the papers and pleadings on file herein, and any oral argument this Court may consider.

9 DATED this 21st day of November, 2012.

10 PISANELLI BICE PLLC

11 By: /s/ Todd L. Bice
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NOTICE OF MOTION

PLEASE TAKE NOTICE that the undersigned counsel will appear at Clark County Regional Justice Center, Eighth Judicial District Court, Las Vegas, Nevada, on the 27 day of December, 2012, at 8 : 30 .m., in Department XI, or as soon thereafter as counsel may be heard, to bring this **PLAINTIFF STEVEN C. JACOBS' MOTION FOR NRCP 37 SANCTIONS** on for hearing.

DATED 21st day of November, 2012.

PISANELLI BICE PLLC

By: /s/ Todd L. Bice
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MEMORANDUM OF POINTS AND AUTHORITIES

I. BACKGROUND

A. Sands China Has Not Even Begun its Search for Documents Responsive to Jurisdictional Discovery.

A party exposed for concealing evidence and misrepresenting related facts directly to the Court might consider making a forthright effort at actual compliance going forward. But such is not the case for LVSC and Sands China. The proof is in their recent revelation of how they have yet to undertake the search for documents in Macau. For whatever misguided reason – apparently recognizing that they cannot win on the merits if they complied with their obligations – LVSC and Sands China have continued down the path of noncompliance.

Initially, Jacobs thought this was a casual comment at the October 30, 2012, status check. Counsel for LVSC and Sands China said:

We will be going to Macau to begin that review as to whether or not there are any documents over in Macau. You've got to get there to be able to find that out.

(Ex. 1, Hr'g Tr., Oct. 30, 2012, 12:12-14.) Immediately after that status check, Jacobs' counsel sought clarification, asking if Defendants had actually failed still to conduct any review of the documents in Macau. As this Court surely recalls, back in May of this year, it expressly rejected Sands China's attempt to sequence discovery so as to put off its obligations to provide jurisdictional discovery. Incredibly, despite the passage of months, Sands China responded to this simple inquiry with a defensive excuse claiming that the parties need to have a meet and confer: "[W]e need to reach an agreement during the meeting as to the **custodians for whom information should be reviewed** and the search terms to be used to identify potentially responsive jurisdictional information from those custodians." (Ex. 2, E-mail dated Oct. 30, 2012 (emphasis added).) Hardly. This Court told LVSC and Sands China months ago that they were required to comply with their discovery obligations. Sands China's then-counsel, Brad Brian, assured this Court as to how they had "gotten the message" and were now going to work diligently to comply with their outstanding discovery obligations. But now, despite this Court's

1 prior admonishments and Defendants' assurances, LVSC and Sands China confirmed that they
2 have done nothing despite this Court's rejection of their previous excuses.

3 There can be no justification for this renewed tactic of delay, obstruction, and
4 concealment. With this Court's explicit approval, Jacobs served jurisdictional discovery in
5 September of 2011. This Court expressly rejected Sands China's claims that it did not have to
6 review and produce documents from Macau. Furthermore, this Court subsequently ruled that
7 Sands China and LVSC could not hide behind the Macau Personal Data Privacy Act. Yet, Sands
8 China and LVSC apparently have done nothing to remedy their noncompliance. Instead, they
9 brazenly reaffirmed it by now suggesting that at some point in the future they will go to Macau to
10 "start" reviewing documents. As if it were not already established by their past misconduct, both
11 Sands China and LVSC have demonstrated that they have no compulsion about defying the Rules
12 of Civil Procedure and this Court's orders. The game of obstruction continues.

13 **B. Defendants Have Already Been Exposed as Concealing Evidence From Macau**
14 **That They Have Had in Their Possession for Over Two Years.**

15 Of course, this most recent noncompliance comes on the heels of Defendants' long
16 concealment of electronic files in Las Vegas that both LVSC and Sands China hid from Jacobs
17 and this Court. Because past misconduct is relevant in establishing sanctions going forward, this
18 Court's prior findings of noncompliance and concealment by LVSC and Sands China bear noting,
19 albeit briefly:

20 (1) LVSC received a hard drive on or about August 16, 2010 containing ghost images
21 of three of Jacobs' computers created on July 26 and July 27, 2010, and PST files of Jacobs'
22 e-mails created on August 5, 2010. (Defs.' Statement Regarding Data Transfers, dated July 2,
23 2012, 2:22-3:7, on file with the Court.) Not only did they not disclose the existence of these
24 documents, LVSC and Sands China flatly misled this Court into believing that these documents
25 were located only in Macau, which is why they had not been reviewed and produced.

26 (2) Another data storage device was believed to be brought from Macau by LVSC's
27 Deputy General Counsel in November 2010, but has now been misplaced and the data not
28 produced. (*Id.* at 3:17-20, 6:24-27.) Once again, Defendants knowingly concealed the possession

1 of this information, and both this Court and Jacobs were misled into believing that the documents
2 were only in Macau.

3 (3) LVSC received additional hard drives from Macau in March 2011. One contained
4 images of hard drives of computers used by two employees in Macau and the other contained
5 images of hard drives used by three other employees in Macau and two PST files containing
6 Jacobs' e-mails from 2009 and 2010. (*Id.* at 4:17-23). LVSC and Sands China again concealed
7 these facts from the Court and Jacobs.

8 (4) E-mails of two employees in Macau were automatically transmitted to Ms. Hyman
9 in Las Vegas, a fact not disclosed to Jacobs or this Court. Once again, LVSC and Sands China
10 failed to in any way search or produce these documents as they have long been required to do.

11 (5) Also, once it was uncovered that Sands China and LVSC were failing to produce
12 documents on the basis that they were located in Macau, this Court rejected their attempts to
13 sequence discovery and directed their compliance.

14 As this Court may recall, once the lack of forthright disclosure began to emerge, counsel
15 assured this Court that they were going to double their efforts and promptly undertake
16 compliance. (Ex. 3, Hr'g Tr. June 28, 2012, 11:24-12:5 ("Mr. Brian: . . . But on the other issues,
17 we have been dealing with this diligently, as competently as we know how to try to move this
18 case forward. We met with the client last night. We are going to double and redouble our efforts
19 to move this thing along").) Defendants assured this Court that they were going to add
20 manpower to review the documents and promptly comply with this Court's orders. But tellingly,
21 even after the Court sanctioned Defendants for their conduct in violation of EDCR 7.60, LVSC
22 and Sands China have still to this day conducted no search of numerous electronic files both in
23 Macau and Las Vegas.

24 II. ANALYSIS

25 A. Defendants' Conduct, Both Past and Present, Mandates Severe Sanctions.

26 There are many grounds upon which this Court must impose severe sanctions on both
27 LVSC and Sands China. Rule 37 "authorizes the court to impose sanctions in the form of
28 attorneys' fees and costs for a party's failure to comply with court orders or to participate in

1 discovery." *Chandler v. Daly*, No. 06–2742 B/P, 2008 WL 2357673 (W.D. Tenn. June 4, 2008).¹
2 Specifically, the Court may impose "appropriate sanctions" against "[a] party that without
3 substantial justification fails to disclose information required by Rule 16.1 . . . or 26(e)(1), or to
4 amend a prior response to discovery as required by Rule 26(e)(2)." NRCP 37(c)(1). Also, the
5 Court may issue sanctions for "willful noncompliance with a discovery order of the court." *See*
6 *also Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 92, 787 P.2d 777, 779 (1990). Such
7 sanctions may include "[a]n order that the matters regarding which the order was made or any
8 other designated facts shall be taken to be established for purposes of the action in accordance
9 with the claim of the party obtaining the order." NRCP 37(b)(2)(A).

10 Moreover, "it is clear that courts have broadly interpreted the authority granted by
11 Rule 37(b)(2) to permit sanctions for failures to obey a wide variety of orders intended to permit
12 discovery." *Victor Stanley, Inc. v. Creative Pipe, Inc.*, 269 F.R.D. 497, 520 (D. Md. 2010) (listing
13 cases). For example, courts have imposed sanctions for violation a preservation order and ESI
14 protocol, as well as a court's "express oral admonition." *See, e.g., id.* (finding that Federal
15 Rule 37(b)(2) applied to the court's preservation order and ESI protocol); *Young*, 106 Nev. at 92,
16 787 P.2d at 779 ("[A] court's express oral admonition . . . suffices to constitute an order to provide
17 or permit discovery under NRCP 37(b)(2).").

18 As the court in *Victor Stanley, Inc.* explained:

19 On its face, Rule 37(b)(2) permits sanctions for disobedience of "an
20 order to *provide or permit discovery*, including an order under
21 Rule 26(f), 35, or 37(a). The rule does not define what is meant by
22 "provide or permit" discovery, but the advisory committee's notes to
23 Rule 37 reflect that subsection (b) was amended in 1970 to broaden
24 the ability of a court to sanction for a violation of discovery. The
25 Advisory Committee observed that "[v]arious rules authorize orders
26 for discovery – *e.g.*, Rule 35(b)(1), Rule 26(c) as revised,
27 Rule 37(d). Rule 37(b)(2) should provide comprehensively for
28 enforcement of all these orders.

269 F.R.D. at 519 (emphasis in original). In the end, that court concluded:

27 ¹ "[F]ederal decisions involving the Federal Rules of Civil Procedure provide persuasive
28 authority when [the Nevada Supreme Court] examines its rules." *Nelson v. Heer*, 121 Nev. 832,
834, 122 P.3d 1252, 1253 (2005).

[T]his Court has the authority to impose Rule 37(b)(2) sanctions, if otherwise appropriate, for violations of a Court-issued preservation order, even if that order does not actually order the actual production of the evidence to be preserved. Additionally, of course, the Court's authority to impose Rule 37(b)(2) sanctions for violation of its serial orders to actually produce ESI, is equally clear.

Id. at 520.

In addition to Rule 37, the Court has "inherent equitable powers" to impose sanctions for "abusive litigation practices." *Id.* (citing *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 916 (9th Cir. 1987)) (citations omitted); *see also GNLV Corp. v. Serv. Control Corp.*, 111 Nev. 866, 869, 900 P.2d 323, 325 (1995) (noting that courts have the inherent authority to impose discovery sanctions "where the adversary process has been halted by the actions of the unresponsive party."). As the Nevada Supreme Court explained, "[l]itigants and attorneys alike should be aware that these [inherent] powers may permit sanctions for discovery and other litigation abuses not specifically proscribed by statute." *Young*, 106 Nev. at 92, 787 P.2d at 779.

1. Defendants employ deceit and delay to obstruct jurisdictional discovery.

In addressing types of sanctions that are appropriate, courts rightly examine the totality of the party's conduct. *See, e.g., Young*, 106 Nev. at 92, 787 P.2d at 780 (noting that sanctions "should be imposed only after thoughtful consideration of all the factors involved in a particular case."). Because this Court is highly familiar with Defendants' past concealment, Jacobs will only summarize that conduct as a prelude to LVSC and Sands China's ongoing noncompliance.

For eleven months, LVSC and Sands China knew of the Macau data housed in Las Vegas but, rather than tell this Court and Jacobs the truth, they lied to both and failed to produce the documents that they had long possessed in response to Jacobs' jurisdictional discovery requests. This fraud upon the Court and upon Jacobs was in addition to their purposeful refusal to even search for responsive documents in Macau. Defendants also intentionally withheld information that confirmed their failure to preserve evidence, all the while arguing for sanctions against Jacobs, claiming that he had not adequately preserved his ESI.

And while they concealed these critical facts, LVSC and Sands China clamored for the expedited scheduling of the jurisdictional hearing, representing to the Court that they *have fully*

1 *complied with their discovery obligations.* (Ex. 4, Hr'g Tr. May 24, 2012, 10:21-25; 12:4-6.)

2 When discussing this ruse at this Court's sanctions hearing, LVSC's counsel had to acknowledge
3 their plan to obtain a jurisdictional ruling without the truth coming to light:

4 Q . . . When Ms. Glaser was telling Her Honor, please, please don't
5 continue the date, today's the disclosure date, you knew standing at
6 Her Honor's desk that all of the Jacobs emails sitting on Las Vegas
Boulevard had not been produced to the plaintiffs, didn't you?

7 A Yes.

8 Q And you didn't say a word to Her Honor in response to Patty
9 Glaser's plea that the evidentiary hearing go forward without the
10 disclosure or even the identification of a hundred thousand-plus
11 emails sitting at Las Vegas Sands here in Las Vegas. You didn't say
a word.

12 A I didn't, Mr. Pisanelli. . . .

13 (Ex. 5, Hr'g Tr., Sept. 12, 2012, 79:13-24.) Indeed, LVSC falsely represented that "we don't have
14 documents on our server related to Mr. Jacobs," even though LVSC had Jacobs' electronic files
15 uploaded onto their servers in approximately August 2010 and counsel had been reviewing them
the entire time. (*Id.* at 129:21-25.)

16 Even when their deception started to unravel, LVSC and Sands China sought to push
17 forward and obtain a jurisdictional ruling before the magnitude of their misconduct was exposed:
18 "we, too, feel very strongly that the hearing should go forward as planned on June 25th or 26th."
19 (Ex. 4, Hr'g Tr., May 24, 2012, 12:4-6.) Their plan – to obtain a ruling from this Court without
20 ever revealing their deception – was a direct assault upon the litigation process, with a litigant
21 seeking to obtain a ruling based upon a knowingly distorted evidentiary picture. Contrary to the
22 beliefs of LVSC and Sands China, they do not have the right to pick and choose what to disclose
23 and when to disclose discoverable materials. Both LVSC and Sands China were obligated under
24 the Nevada Rules of Civil Procedure, this Court's ESI Protocol, and this Court's explicit directives
25 to produce discoverable documents, including those purportedly located in Macau.

26 But even this Court's explicit findings as to LVSC's and Sands China's deception and
27 noncompliance relative to the documents located in Las Vegas has not proved a sufficient
28 incentive to detour them from their preferred path. Despite this Court's admonishment in May of

1 this year that they were not permitted to sequence discovery by not searching for records in
2 Macau, Sands China and LVSC now acknowledge that *to this day* they have failed to conduct any
3 review of documentation in Macau to comply with this Court's orders and Jacobs' jurisdictional
4 discovery requests.

5 **B. The Court Must Impose Sanctions that Deprive Defendants of the Benefits of**
6 **Their Misconduct.**

7 "Fundamental notions of fairness and due process require that discovery sanctions be just
8 and that sanctions relate to the specific conduct at issue." *GNLV Corp.*, 111 Nev. at 870, 900 P.2d
9 at 325 (citing *Young*, 106 Nev. at 92, 787 P.2d at 779–80). As courts recognize, the minimum
10 sanctions that a court must impose is one that deprives the wrongdoer of the benefits of their
11 misconduct. *See Burnet v. Spokane Ambulance*, 933 P.2d 1036, 1041 (Wash. 1997) (*en banc*)
12 ("The purpose of sanctions generally are to deter, punish, to compensate, to educate, and *to*
13 *ensure that the wrongdoer does not profit from the wrongdoing.*") (emphasis added); *Woo v.*
14 *Lien*, No. A094960, 2002 WL 31194374, 6 (Cal. Ct. App., Oct. 2, 2002) (upholding trial court's
15 imposition of sanctions because not doing so "would allow the abuser to benefit from its
16 actions."). Otherwise, the law would perversely incentivize wealthy litigants to simply conceal
17 evidence and obstruct the litigation process if they thought that all it would cost them are some
18 attorneys' fees.

19 For that reason, Rule 37 expressly contemplates an order that (A) "*designated facts shall*
20 *be taken to be established for the purposes of the action in accordance with the claim of the*
21 *party obtaining the order;*" (B) "refus[e] to allow the disobedient party to support or oppose
22 designated claims or defenses, or prohibiting that party from introducing designated matters in
23 evidence;" [or] (C) "stri[k]e out pleadings or parts thereof . . . , or dismissing the action or
24 proceeding or any part thereof, or rendering a judgment by default against the disobedient
25 party" NRCP 37(b)(2) (emphasis added); *see also* NRCP 37(c)(1) (noting that sanctions
26 under that Rule may include any of the actions authorized under Rule 37(b)(2)).

27 At the same time, "[t]here is no indication in Rule 37 that this list of sanctions was
28 intended to be exhaustive." *J. M. Cleminshaw Co. v. City of Norwich*, 93 F.R.D. 338, 355

(D. Conn. 1981). The language "suggests that, under that rule, a court possesses the authority to fashion any of a range of appropriate orders to enforce compliance with the requirements of pre-trial discovery." *Id.* (citing *Flaks v. Koegel*, 504 F.2d 702, 707 (2d Cir. 1974) (noting the discretionary nature of discovery sanctions)). In other words, a court may fashion any form of sanction that meets the purpose of sanctions, which is "to ensure that a party does not benefit from its failure to comply, and to deter those who might be tempted to such conduct in the absence of such a deterrent." *Starlight Int'l Inc. v. Herlihy*, 186 F.R.D. 626, 647 (D. Kan. 1999).

Thus, "by imposing certain types of sanctions, the Court can prevent frustration of the discovery process by giving the frustrated party or parties the benefit of an inference that the deposition would have yielded evidence favorable to its position—or at least unfavorable to that defendant." *See In re ClassicStar Mare Lease Litig.*, (multiple Civ. Action Nos.) 2012 WL 1190888 (E.D. Ky. Apr. 9, 2012). Ultimately, "[s]election of a particular sanction for discovery abuses under NRCP 37 is generally a matter committed to the sound discretion of the district court." *Stubli v. Big D Int'l Trucks, Inc.*, 107 Nev. 309, 312, 810 P.2d 785, 787 (1991); *see also GNLV Corp.*, 111 Nev. at 866, 900 P.2d at 325 (noting the decision to impose discovery sanctions is "within the power of the district court and the [Nevada Supreme Court] will not reverse the particular sanctions imposed absent a showing of abuse of discretion.")

LVSC and Sands China have successfully sabotaged Jacobs' prosecution of this action and have ground this case to a virtual standstill. They have done this by successfully exploiting the merits stay pending what was to be a prompt resolution of the jurisdictional question as to Sands China. Yet, they have ensured that there is no resolution of the jurisdictional question by obstructing discovery, concealing the existence of evidence, and flatly failing to conduct any search for information in Macau. These Defendants cannot be allowed to continue to profit from their intentional noncompliance and obstruction. The only way to deprive LVSC and Sands China of the benefits of their improper tactics is to strike Sands China's defense of personal jurisdiction, impose substantive and adverse inferences from their intentional failure to produce documents, and allow Jacobs to proceed with the merits of his case. Anything short of this results in a reward for LVSC's and Sands China's ongoing disregard of this Court's orders.

1 ***1. Sands China can no longer be allowed to contest jurisdiction and profit***
2 ***from its misconduct.***

3 Considering Sands China's knowing participation in the deception of this Court as well as
4 its recent admissions that it has yet to even begin searching documents in Macau, a finding of
5 personal jurisdiction over Sands China is a minimal sanction to be imposed. Instructive is
6 *Insurance Corp. of Ireland, Ltd. v. Compagnie des Bauxites de Guinee*, 456 U.S. 694 (1982).
7 There, a plaintiff filed suit against several foreign insurance companies for indemnification. A
8 group of defendants objected, claiming the federal court did not have personal jurisdiction over
9 them. The court then authorized discovery to determine whether the defendants had sufficient
10 minimum contacts with the forum to establish personal jurisdiction.

11 Despite claiming lack of personal jurisdiction, and thus giving rise to the need for
12 jurisdictional discovery, the defendants made no real efforts to participate in the jurisdictional
13 discovery. First, they objected to the plaintiff's discovery requests. Then, after the district court
14 overruled their objections, the defendants failed to produce or even identify documents responsive
15 to the plaintiff's discovery requests. Finally, after several admonitions and orders from the court,
16 the defendants made approximately four-million documents available to the plaintiff at their
17 offices in London, England. Not amused, the court warned the defendants that if they did not
18 produce their documents to the plaintiff within 60 days, "[it was] going to assume, under Rule of
19 Civil Procedure 37(b), subsection 2(A), that there is jurisdiction." *Id.* at 699. Then, after 60 days
20 passed without production, the court imposed the threatened sanction, finding that "for the
21 purpose of this litigation the [defendants] are subject to the *in personam* jurisdiction of [that]
22 court due to their business contacts with [that forum state]." *Id.*

23 On appeal, the Third Circuit affirmed the jurisdictional holding, "relying entirely upon the
24 validity of the sanction." *Id.* at 701. The United States Supreme Court's analysis was more
25 extensive. As a starting point, the Court noted that "[b]ecause the requirement of personal
26 jurisdiction represents first of all an individual right, it can, like other such rights, be waived."
27 *Id.* at 703. According to the Court, "[t]he expression of legal rights is often subject to certain
28 procedural rules: The failure to follow those rules may well result in a curtailment of those
rights." *Id.* at 704. For instance, "the failure to enter a timely objection to personal jurisdiction

1 constitutes, under Rule 12(h)(1), a waiver of the objection." *Id.* at 705. "A sanction under
2 Rule 37(b)(2)(A) consisting of a finding of personal jurisdiction has precisely the same effect
3 [and] creates no more of a due process problem than a Rule 12 waiver." *Id.*

4 The Court then expounded, "Rule 37(b)(2) contains two standards – one general and one
5 specific." *Id.* at 707. "First, any sanction must be 'just'; second, the sanction must be specifically
6 related to the particular 'claim' which was at issue in the order to provide discovery." *Id.*

7 Turning to the facts of that case, the Court found that the district court's sanction was
8 "just." In particular, the Court explained that the defendants had repeatedly refused to produce
9 documents to the plaintiff, despite being ordered to do so by the district court. The Court also
10 considered other factors of "justness," such as the fact that the defendants agreed to comply with
11 the court orders but did not, the fact that the court found as alternative grounds that personal
12 jurisdiction did exist over the defendants, and the fact that the district warned the defendants that
13 such a sanction would issue but for the defendants' participation in jurisdictional discovery.

14 On the second standard, the Court found that the sanction was specifically related to the
15 claim at issue in the discovery order. Specifically, the Court explained:

16 [The plaintiff] was seeking through discovery to respond to [the
17 defendants'] contention that the [d]istrict [c]ourt did not have
18 personal jurisdiction. Having put the issue in question, [the
19 defendants] did not have the option of blocking the reasonable
20 attempt of [the plaintiff] to meet its burden of proof.

21 *Id.* at 708–09. The Court explained:

22 Because of [the defendants'] failure to comply with the discovery
23 orders, [the plaintiff] was unable to establish the full extent of the
24 contacts between [the defendants] and [the forum state], the critical
25 issue in proving personal jurisdiction. [The defendants'] failure to
26 supply the requested information as to its contacts with [the forum
27 state] supports "the presumption that the refusal to produce
28 evidence was but an admission of the want of merit in the asserted
defense.

Id. at 709.

26 Ultimately, the Court concluded that the district court was justified when it "took as
27 established the facts – contacts with the forum state – that the plaintiff was seeking to establish
28 through discovery." *Id.* According to the Court, the fact "[t]hat a particular legal consequence –

1 personal jurisdiction of the court of the defendants – follow[ed] from this, [did] not in any way
2 affect the appropriateness of the sanction." *Id.*

3 In another case, relying on the legal authority of *Insurance Corp. of Ireland*, a federal
4 district court struck a defendant's defenses of lack of personal jurisdiction and forum non
5 conveniens. *Bayoil, S.A. v. Polembros Shipping Ltd.*, 196 F.R.D. 479 (S.D.Tx. 2000). In that
6 case, the plaintiff sought sanctions because "documents were not produced and [defendants] lied."
7 *Id.* at 481. The court granted plaintiff's motion and struck the defenses of lack of personal
8 jurisdiction and forum non conveniens as defendants "have engaged in a pattern of obfuscatory,
9 misleading, and untruthful conduct." *Id.* at 483.

10 The instant case mirrors *Insurance Corp. of Ireland* in many ways. First, like the
11 defendants in that case, Sands China objected to the Court's personal jurisdiction, thereby
12 requiring Jacobs to conduct jurisdictional discovery. Then, despite being the reason for the
13 jurisdictional discovery, it failed to produce documents to Jacobs that would likely establish the
14 Court's personal jurisdiction over the company. In truth, the conduct here is even more egregious.
15 Sands China and its parent (LVSC) falsely told this Court that they could not produce, or even
16 review documents in the United States despite that fact that they had clandestinely been reviewing
17 these documents all along. Defendants also represented to the Court they had complied with their
18 discovery obligations, knowing full well that they had knowingly concealed the existence of
19 evidence in the United States and have not even reviewed documents in Macau. In other words,
20 whereas the defendants in *Insurance Corp. of Ireland* simply refused to obey the district court's
21 discovery orders, Sands China and LVSC affirmatively misled the Court regarding their
22 noncompliance.

23 Also, just like in *Insurance Corp. of Ireland*, there are separate, evidentiary grounds
24 establishing this Court's personal jurisdiction over Sands China. That is, in April 2011, the
25 directors and executives of LVSC held a meeting in Las Vegas to consider Sands China'
26 attorneys' advice that the MDPA prevented Sands China from producing documents in the United
27 States. (See Ex. 6, Dep. Tr. of Manjit Singh, 91:1-93:15, 219:2-220:5; Ex. 5, Hr'g Tr., Sept. 12,
28

1 2012, 106:14-108:7.) As a result of that meeting, LVSC implemented a new corporate policy
2 forbidding the transfer of information out of Macau. From this, the Court concluded:

3 The change in corporate policy regarding Las Vegas Sands access
4 to Sands China data made during the course of this ongoing
5 litigation was made with an intent to prevent the disclosure of
6 [Jacobs'] transferred data as well as other data.

7 (Ex. 7, Decision and Order ¶ 29.) Stated differently, the Court has already determined that LVSC
8 directed Sands China not to produce any documents from Macau in order to prevent the
9 disclosure of Jacobs' information in this case. (*See id.*) This demonstration of LVSC's control
10 over Sands China, in and of itself, establishes the Court's personal jurisdiction over Sands China.²
11 *See Hosp. Corp. of Am. v. Second Jud. Dist. Ct. In & For Cnty. of Washoe*, 112 Nev. 1159, 1160,
12 924 P.2d 725 (1996) (noting that "evidence of agency or control by the parent corporation[]" may
13 establish personal jurisdiction over subsidiary corporations).

14 As in the case of *Bayoil, S.A.*, LVSC and Sands China have engaged in "a pattern of
15 obfuscatory, misleading, and untruthful conduct." So, because of their misrepresentations, this
16 Court did not even know the magnitude of their deception and discovery abuses. Due to
17 Defendants' egregious discovery abuses, Jacobs is entitled to findings establishing personal
18 jurisdiction.

19 **2. The Court should also impose additional evidentiary sanctions against
20 LVSC and Sands China for their fraud.**

21 Nor can LVSC be allowed to deflect responsibility for the ongoing obstruction by
22 claiming that Sands China is in control of the documents in Macau. As this Court knows from the
23 very commencement of this case, just as soon as LVSC's executives in Las Vegas wanted
24 documents from Macau, they were transported to Las Vegas without restriction. It is LVSC's

25 ² Moreover, Defendants' counsel testified that it was his intention that *LVSC*, not
26 *Sands China*, would produce the data in Las Vegas originating from Macau once they had
27 resolved the purported issue with the Macau Data Privacy Act. (Ex. 8, Hr'g Tr., Sept. 11,
28 2012, 145:23-146:12.) Sands China's former counsel testified that as of June 2011, she
understood LVSC's counsel was reviewing documents in connection with LVSC's production of
documents in LVSC's possession in Las Vegas but that Sands China was not producing
documents as they were in Macau. (*Id.* at 51:15-52:4.)

1 executives that have controlled these obstructionist activities and repeated noncompliance, which
2 is the point of Jacobs' request for an evidentiary hearing and limited discovery relating to such a
3 hearing. With it, Jacobs will establish that it is LVSC that has directed and controlled the deceit
4 against this Court and purposeful noncompliance with discovery. At the evidentiary hearing,
5 Jacobs will show his entitlement to additional substantive evidentiary sanctions and inferences
6 that this Court should impose to deprive LVSC of the benefits of its oversight of the
7 noncompliance and purposeful delay.

8 **3. *Jacobs is also entitled to an additional award of fees and costs.***

9 As this Court can well imagine, Jacobs has incurred significant attorneys' fees and costs
10 associated with the constant delays which LVSC and Sands China have engendered through their
11 noncompliance. These fees and costs are in addition to those previously awarded by this Court
12 relative to the sanctions hearing. Because LVSC and Sands China have necessitated the bringing
13 of this Motion, Jacobs is entitled to an award of further fees and costs pursuant to NRCP 37 and
14 will ask this Court for an award of those amounts at the close of the requested evidentiary hearing
15 on sanctions.

16 **III. CONCLUSION**

17 Jacobs requests this Court enter findings establishing personal jurisdiction over Sands
18 China. Both Sands China and LVSC have profited long enough by their intentional
19 noncompliance. Additionally, this Court must impose further evidentiary sanctions relative to the
20 Defendants' involvement in this sham. Otherwise, LVSC and Sands China will be rewarded for
21 their misconduct, including the fact that they have profited by their near permanent delaying of
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28

Jacobs' case. Finally, Jacobs is entitled to an additional reward of attorneys' fees and costs incurred in bringing this motion.

DATED this 21st day of November, 2012.

PISANELLI BICE PLLC

By: /s/ Todd L. Bice
James J. Pisanelli, Esq., Bar No. 4027
Todd L. Bice, Esq., Bar No. 4534
Debra L. Spinelli, Esq., Bar No. 9695
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169

Attorneys for Plaintiff Steven C. Jacobs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 21st day of November, 2012, I caused to be sent via e-mail and United States Mail, postage prepaid, true and correct copies of the above and foregoing **PLAINTIFF STEVEN C. JACOBS' MOTION FOR NRCP 37 SANCTIONS** properly addressed to the following:

J. Stephen Peek, Esq.
HOLLAND & HART
9555 Hillwood Drive, Second Floor
Las Vegas, NV 89134
speek@hollandhart.com

J. Randall Jones, Esq.
Mark M. Jones, Esq.
KEMP, JONES & COULTHARD
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169
r.jones@kempjones.com
m.jones@kempjones.com

/s/ Kimberly Peets
An employee of PISANELLI BICE PLLC

EXHIBIT 1

Alvin D. Quinn

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

STATUS CHECK

TUESDAY, OCTOBER 30, 2012

APPEARANCES:

FOR THE PLAINTIFF:

TODD BICE, ESQ.
DEBRA SPINELLI, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
MARK JONES, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

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1 LAS VEGAS, NEVADA, TUESDAY, OCTOBER 30, 2012, 9:07 A.M.

2 (Court was called to order)

3 THE COURT: Now I go to Stevens versus Jacobs -- no.
4 Steven Jacobs versus Sands.

5 Mr. Mark Jones, you've joined our foray here.

6 MR. JONES: Yes, Your Honor.

7 MR. BICE: Good morning, Your Honor. Todd Bice and
8 Debra Spinelli on behalf of Steven Jacobs.

9 MR. PEEK: And good morning, Your Honor. Stephen
10 Peek on behalf of Las Vegas Sands Corp. and Sands China
11 Limited.

12 MR. JONES: And Mark Jones on behalf of Sands China
13 Limited, Your Honor.

14 THE COURT: All right. I set this status check
15 because I need to get us back on track for me to have the
16 evidentiary hearing on the jurisdictional issues the Nevada
17 Supreme Court ordered me to do about a year ago. And we've
18 been messing around with discovery for that period of time.

19 The question is, since I have new counsel for Sands
20 China and we've had a diversion on some of the Macau Data
21 Privacy Act issues, what more do you need to do before I
22 schedule your evidentiary hearing.

23 MR. BICE: Well, I think, Your Honor, our preference
24 would be to get a sense of your schedule. We are --

25 THE COURT: My schedule sucks.

1 Honor, and ask you for more time because we're not done. I
2 don't want to -- I don't want to do that again.

3 THE COURT: Yeah. But I've got to get this done --

4 MR. PEEK: I agree.

5 THE COURT: -- because when the Supreme Court issues
6 a writ and says, do this hearing, and then you guys need to do
7 discovery and then we have problems getting it done, you know,
8 I can't be just hanging out there. I've got to get it done.

9 MR. PEEK: And, Your Honor, we want to get it done,
10 too. Mr. Jones -- and there will be other new counsel who
11 will be helpful to him, as well, who have offices in the Far
12 East. We will be going to Macau to begin that review as to
13 whether or not there are any documents over in Macau. You've
14 got to get there to be able to find that out.

15 THE COURT: I'm going to stay out of it till
16 somebody brings a motion, because scheduling -- you've told me
17 what your schedule is. I'm taking you at your word. And Mr.
18 Bice says he thinks you can be done in February, you say you
19 think March-April, but there's the Suen trial in the middle,
20 which throws us off. So --

21 MR. PEEK: It does, Your Honor. And I --

22 THE COURT: -- I'll see where I can find a place.

23 MR. PEEK: I apologize. When I was thinking of the
24 time I wasn't thinking of Suen, either. But --

25 THE COURT: We'll figure it out.

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

**FLORENCE HOYT
Las Vegas, Nevada 89146**

Florence M. Hoyt

FLORENCE HOYT, TRANSCRIBER

10/31/12

DATE

EXHIBIT 2

From: Mark Jones
To: Debra Spinelli
Subject: Steven C. Jacobs v. LVSC, et al. -- follow up
Date: Tuesday, October 30, 2012 4:51:51 PM

Debbie,

Steve Peek and I are requesting a meet-and-confer with your firm to go over the scope of our ESI review for SCL, which, I understand, is required by the June 23, 2011 Stipulation and Order Regarding ESI Discovery. Specifically, we need to reach an agreement during the meeting as to the custodians for whom information should be reviewed and the search terms to be used to identify potentially responsive jurisdictional information from those custodians. We would request the meeting this Thursday or Friday, and will make ourselves available on those dates at your convenience.

Thanks,

Mark

Mark M. Jones, Esq.

KEMP, JONES & COULTHARD
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169
Phone (702) 385-6000
Fax (702) 385-6001
m.jones@kempjones.com

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From: Debra Spinelli [<mailto:dls@pisanellibice.com>]
Sent: Tuesday, October 30, 2012 10:13 AM
To: Steve Peek (Speek@hollandhart.com); Randall Jones; Mark Jones
Cc: Todd Bice; James Pisanelli; Jennifer L. Braster; Eric T. Aldrian
Subject: Steven C. Jacobs v. LVSC, et al. -- follow up

Steve –

I was pondering on my drive back from court and wanted to follow up on something you said at the status conference. You mentioned that you (meaning Defendants' counsel) were going to Macau to review documents. We were under the impression, for whatever reason, that this review process in Macau had already begun. Can you please confirm (1) if documents in Macau have been reviewed for jurisdiction yet; and (2) when you (or whomever attorney for Defendants) will be going to Macau for the document review you referenced? Among other things, this may facilitate planning/scheduling.

Thanks in advance,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, NV 89169
tel 702.214.2100
fax 702.214.2101



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EXHIBIT 3

Alan D. Shuman

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

Transcript of
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING TO SET TIME FOR EVIDENTIARY HEARING

THURSDAY, JUNE 28, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
DEBRA SPINELLI, ESQ.
TODD BICE, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
BRADLEY BRIAN, ESQ.
HENRY WEISSMAN, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

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CLERK OF THE COURT

33

1 LAS VEGAS, NEVADA, THURSDAY, JUNE 28, 2012, 9:51 A.M.

2 (Court was called to order)

3 THE COURT: Okay. If I could go to Jacobs versus
4 Sands.

5 Mr. Pisanelli, if you'd switch sides of the room.
6 What did you guys do with Mr. Peek? There he is.

7 MR. PEEK: I'm here, Your Honor. The elevator --

8 THE COURT: Well, while you're coming up, Mr. Peek,
9 I've got a question.

10 MR. PEEK: Yes, Your Honor.

11 THE COURT: I've been dealing with what I
12 characterize as a discovery dispute in a jurisdictional
13 portion of this litigation because of the writ I told you to
14 file in the Nevada Supreme Court related to this discovery
15 issue was determined by the Nevada Supreme Court to be
16 inappropriate. So why didn't somebody tell me 11 months ago
17 or so that the Macau Data Privacy Protection Act wasn't going
18 to be an issue because somehow the documents had already
19 gotten to the U.S. and, geez, it was by mistake, but we're not
20 going to pursue that anymore?

21 MR. BRIAN: I'm volunteering to take him up --

22 MR. PEEK: I mean, I could, but I --

23 THE COURT: I don't think you guys understood how
24 frustrated I was when I read the statute.

25 MR. PEEK: No, I'm sure you were very frustrated,

1 firm, Mr. Peek, have met and conferred with them on a number
2 of occasions. It was not until yesterday that they said they
3 raised two issues of documents they say we did not produce
4 that should have been produced. They're wrong on one, and Mr.
5 Weissman can explain this if you need more details, and the
6 other one we don't think was ever requested. So we went --

7 THE COURT: And the Mr. Tracy ones have now been
8 produced.

9 MR. BRIAN: We went through -- we went through last
10 night -- because we hadn't seen this declaration and these
11 allegations until we got it, we went through last night and we
12 prepared this report, which if I may pass it up to the Court,
13 goes through some of the allegations of documents that they
14 say were not produced which in fact have been produced.

15 THE COURT: Okay. We've marked it as Court's 1 for
16 you.

17 MR. BRIAN: Thank you, Your Honor. Those documents
18 have been produced. So we're in a situation where we would
19 like to move forward to solve the discovery disputes, not to
20 conjure up disputes and try to make hay out of them, which I
21 think is what's happening on the other side.

22 Now, unfortunately, we have the issue with the Macau
23 documents that Your Honor doesn't feel so kindly toward us
24 about. I understand that. But on the other issues, we have
25 been dealing with this diligently, as competently as we know

1 how to try to move this case forward. We met with the client
2 last night. We are going to double and redouble our efforts
3 to move this thing along and review the Jacobs documents that
4 are in the United States and get those documents that are
5 responsive to jurisdiction produced as quickly as we can. We
6 are the ones who've wanted to move forward with a hearing on
7 jurisdiction. We were the ones who came in and wanted to keep
8 today's date. It was the plaintiff who wanted to delay it.
9 Now they pretend to want to move forward quickly.

10 So we think, Your Honor, we can address the specific
11 issues, but I don't think it's appropriate to put in the
12 declaration that was put in without raising that, I don't
13 think it's appropriate to put in all of these so-called
14 discovery disputes without raising them in a meet and confer
15 and, if they can't be resolved, filing a motion, which is the
16 appropriate -- I think that if there are issues --

17 THE COURT: It is the appropriate way, you're
18 absolutely right.

19 MR. BRIAN: If there are -- if there are documents
20 that they say are responsive that Mr. Jacobs knows were not
21 produced, tell us and we'll go back and look at them, which is
22 what we're going to do now in response to this declaration.
23 Thank you.

24 THE COURT: Okay. I marked your Table of Production
25 as Court's Exhibit 1 so that we have it for the record, but I

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

**FLORENCE HOYT
Las Vegas, Nevada 89146**

Florence M. Hoyt
FLORENCE HOYT, TRANSCRIBER

6/29/12

DATE

EXHIBIT 4

Alan D. Quinn

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

Transcript of
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

STATUS CHECK

THURSDAY, MAY 24, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
TODD BICE, ESQ.
DEBRA SPINELLI, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
HENRY WEISSMAN, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

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CLERK OF THE COURT

60

1 LAS VEGAS, NEVADA, THURSDAY, MAY 24, 2012, 9:12 A.M.

2 (Court was called to order)

3 THE COURT: That takes me to the last case on my
4 calendar this morning. Is anybody here on something other
5 than Sands Jacobs?

6 Okay. Good morning.

7 All right. Somebody want to tell me what's going
8 on? I guess you should identify yourselves for purposes of
9 the record first.

10 MR. PEEK: Good morning, Your Honor. Stephen Peek
11 on behalf of Las Vegas Sands and on behalf of Sands China
12 Limited.

13 MR. WEISSMAN: Good morning, Your Honor. My name is
14 Henry Weissman from the Munger Tolles & Olson firm. I
15 represent Sands China. And I also wanted to extend my
16 greetings and apologies for my partner Brad Brian, who
17 unfortunately threw out his back and is unable to be here this
18 morning.

19 THE COURT: It's okay. You're going to do fine.

20 MR. BICE: Good morning, Your Honor. Todd Bice on
21 behalf of Mr. Jacobs.

22 MS. SPINELLI: Good morning. Debra Spinelli on
23 behalf of Mr. Jacobs.

24 MR. PISANELLI: Good morning, Your Honor. James
25 Pisanelli on behalf of Mr. Jacobs.

1 executive, not a Las Vegas Sands executive. So we don't have
2 documents on our server related to Mr. Jacobs. So when he
3 says we haven't searched Mr. Jacobs, he is correct; because we
4 don't have things to search for Mr. Jacobs.

5 THE COURT: So he didn't have a separate email
6 address within the Las Vegas Sands server --

7 MR. PEEK: That is my understanding, Your Honor.

8 THE COURT: -- email server?

9 MR. PEEK: His was a .mo, which is the designation
10 for Macau --

11 THE COURT: Okay.

12 MR. PEEK: -- as opposed to a .com, which would be
13 the Las Vegas Sands or the venetian.com. So he didn't have
14 that. With respect to the ESI of Mr. Jacobs, I'll let Mr.
15 Weissman address that issue.

16 So I guess that my issue is that my clients, who are
17 executives of Las Vegas Sands, are ready and prepared to go
18 forward with their depositions on the dates that we've
19 suggested to them. We've suggested them twice, you know, pick
20 a date.

21 THE COURT: And at this point you believe you have
22 fully complied with your discovery obligations in preparation
23 for this jurisdictional hearing?

24 MR. PEEK: Yes, Your Honor, in the sense that we
25 have commenced production and we will continue to produce.

1 intelligently answer questions, I will truly appreciate it.

2 MR. WEISSMAN: I'll do my best. And it's a pleasure
3 to be here, Your Honor. Thank you.

4 First of all, let me just start by saying we, too,
5 feel very strongly that the hearing should go forward as
6 planned on June 25th or 26th. Sands China Limited doesn't
7 believe it should be in this case to begin with, and we're
8 eager to get that issue heard and decided as soon as possible.

9 THE COURT: I've been ordered to conduct an
10 evidentiary hearing, and I'm doing my best to get there.

11 MR. WEISSMAN: Thank you. We appreciate that.

12 And to that end, as the Court may recall, we don't
13 believe that the facts that are relevant to the jurisdictional
14 issue are in dispute. So we offered to stipulate to those
15 facts some time ago. Plaintiffs felt that that stipulation
16 didn't go far enough, they wanted more detail, so hence the
17 document production and deposition process that we have
18 ongoing. But we think this -- it's ready to -- it's
19 appropriate to bring this to a conclusion.

20 With respect to Mr. Jacobs's ESI, we thought that
21 was the purpose of the protocol that has been discussed many
22 times with the Court since last October of delivering the
23 documents that he has to the ESI vendor so they can be
24 reviewed. I'm assuming that contains his email, since there's
25 quite a lot of data.

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146

Florence M. Hoyt
FLORENCE HOYT, TRANSCRIBER

5/28/12
DATE

EXHIBIT 5

000078

1 LAS VEGAS, NEVADA, WEDNESDAY, SEPTEMBER 12, 2012, 9:26 A.M.

2 (Court was called to order)

3 MR. PEEK: Your Honor, my apologies for a --

4 THE COURT: Not your problem. I mean, there was a
5 flood yesterday, and I went down and looked at the wall this
6 morning and it was still wet. So it affected the equipment,
7 and I know it affected the people down there. So don't worry
8 about it.

9 MR. PEEK: Thank you.

10 MR. BRIAN: Your Honor, both sides got a message
11 from Mr. Kostrinsky's counsel that he wanted to come back this
12 morning and offer some supplemental or clarifying or
13 correcting testimony. He thought it would be short. I think
14 both of agree that that can -- which should proceed first if
15 that's convenient to the court.

16 THE COURT: Sure. Mr. Kostrinsky, why don't you
17 come on back up.

18 MR. BRIAN: There may be, as you probably
19 anticipate, a privilege issue, but we'll deal with that. But
20 procedurally we all agree.

21 THE COURT: Mr. Garofalo, so nice of you to join us
22 today.

23 MR. GAROFALO: Good morning, Your Honor, Jeff
24 Garofalo for the witness.

25 THE COURT: I had Mr. Lee in the box where you

1 Now, you understood that Ms. Glaser was trying to
2 convince the Court that the evidentiary hearing should go
3 forward without a continuance in November; right?

4 A Again, I don't really have a recollection of this
5 hearing. I'm reading this now. Ms. Glaser said what she
6 said.

7 Q She goes on to say on page 10, starting at line 20,
8 "Your Honor, disclosure is required today. Your prior order
9 was that we were to exchange witnesses and documents. The
10 November 21st evidentiary hearing is two months away. We
11 urge, please, please, urge the Court not to continue that
12 date."

13 When Ms. Glaser was telling Her Honor, please,
14 please don't continue the date, today's the disclosure date,
15 you knew standing at Her Honor's desk that all of the Jacobs
16 emails sitting on Las Vegas Boulevard had not been produced to
17 the plaintiffs, didn't you?

18 A Yes.

19 Q And you didn't say a word to Her Honor in response
20 to Patty Glaser's plea that the evidentiary hearing go forward
21 without the disclosure or even the identification of a hundred
22 thousand-plus emails sitting at Las Vegas Sands here in Las
23 Vegas. You didn't say a word.

24 A I didn't, Mr. Pisanelli. There were also many,
25 many, many other documents that had not yet been produce and a

1 Q All right. And also here in Las Vegas?

2 A Yes.

3 Q Okay. So while those -- the information technology
4 officers onsite in Macau and Singapore don't report directly
5 to you, you do have -- they indirectly report to you, and you
6 provide them oversight concerning the IT operations for those
7 properties; is that true?

8 A That would be correct.

9 Q Now, do you recall -- going back a little bit now
10 that we sort of understand what your role is, do you recall
11 being summoned to a meeting in the spring of 2011 concerning
12 the reduction, or however one wants to use the word --
13 actually, let me strike that, use this.

14 You were present for the testimony of Ms. Glaser.
15 Do you recall that?

16 A Yes.

17 Q Okay. Do you recall there being some questions
18 about her and she had used the word "stone wall." Do you
19 recall that?

20 A I do recall that.

21 Q That a stone wall was erected. Do you recall that?

22 A I do.

23 Q Okay. And that stone wall was erected in the spring
24 of 2011; correct?

25 A I believe that was her testimony.

1 Q Okay. And that stone wall was erected by Las Vegas
2 Sands; correct?

3 A I don't recall whether she mentioned that that was
4 done by Las Vegas or Sands China.

5 Q Well, when you were summoned to a meeting to discuss
6 this data flow or what Ms. Glaser called the stone wall, that
7 occurred here in Las Vegas; correct?

8 A That meeting did take place in Las Vegas.

9 Q All right. And there were lawyers there from the
10 O'Melveny & Myers law firm, were there not?

11 A There were.

12 Q Okay. And Mr. Kaye, the Las Vegas Sands chief
13 financial officer, was also present, was he not?

14 A I believe that he was.

15 Q Okay. And Mr. Adelson even came into that meeting
16 for a period of time, did he not?

17 A I believe he came in at the end of that meeting.

18 Q All right. And Mr. Leven, the company's chief
19 executive or CEO, I'm not sure actually. Maybe he's COO. I
20 always get those acronyms a little confused. COO I think is
21 his title. He was not present; is that right?

22 A I don't recall completely whether or not he was
23 present or he was not. He may have attended, you know, when
24 Mr. Adelson joined, but I can't recall specifically.

25 Q All right. Now, is it fair to say that when this

1 stone wall was erected it was erected because the United
2 States had asked for information?

3 A Again, I don't know what the context was for why we
4 were having the discussion.

5 Q All right. But you knew that that was the timing of
6 it; correct?

7 A It was around that time frame.

8 Q Okay. So let's deal with prior to the United States
9 asking for information. Prior to that -- I think you've
10 already -- we read from your deposition testimony, and if I
11 think I'm wrong, you'll correct me -- there was a free flow of
12 data in this network-to-network system that existed between
13 Macau and Las Vegas; correct?

14 A I wouldn't characterize it necessarily as free flow.
15 I mean, information was exchanged. The nature of that
16 information I'm not specifically aware of.

17 Q Okay. Well, as I recall asking at your deposition,
18 and if I'm wrong you'll have to correct me, I recall asking
19 you whether there were any restrictions on the types of data
20 that could flow between the properties. Do you recall that?

21 A I do recall the question.

22 Q All right. And you were designated as the company's
23 representative to tell us what the restrictions were; correct?

24 A Correct.

25 Q Okay. And you were prepared by the lawyers

1 Were those four sources ever placed on a server here in Las
2 Vegas?

3 A The emails were on a server. There are some archive
4 files, but they do not appear to necessarily come from that --
5 from those ghost images.

6 Q Okay.

7 A And from what I was able to determine, the images
8 themselves were not placed on the file server.

9 Q All right. The -- the ghost -- the three ghost
10 images that we've referenced?

11 A That's correct.

12 Q All right. But the emails were placed on a server
13 here in Las Vegas?

14 A That's correct.

15 Q Have you been able to ascertain for Her Honor when
16 they were placed on a server here in Las Vegas?

17 A My understanding is it was in late August that that
18 was done.

19 Q Late August of 2010; correct?

20 A Yes.

21 Q So it would be accurate to say that since August of
22 2010, Mr. Jacobs's emails that had been brought over from
23 Macau have been on the server of the Las Vegas Sands here in
24 Las Vegas since then?

25 A That would be correct.

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146

Florence M. Hoyt
FLORENCE HOYT, TRANSCRIBER

9/13/12

DATE

EXHIBIT 6

**SUBMITTED
UNDER
SEAL
PURSUANT
TO
CONFIDENTIALITY
ORDER**

EXHIBIT 7



CLERK OF THE COURT

1 FFCL

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5 STEVEN JACOBS,

6 Plaintiff(s),

7 vs

8 LAS VEGAS SANDS CORP, ET AL,

9 Defendants.
10

)
) Case No. 10 A 627691

) Dept. No. XI

) Date of Hearing: 09/10-12/12
)
)
)
)

11 **DECISION AND ORDER**

12 This matter having come on for an evidentiary hearing before the Honorable Elizabeth
13 Gonzalez beginning on September 10, 2012 and continuing day to day, based upon the
14 availability of the Court and Counsel, until its completion on September 12, 2012; Plaintiff
15 Steven Jacobs ("Jacobs") being present in court and appearing by and through his attorney of
16 record, James Pisanelli, Esq., Todd Bice, Esq., and Debra Spinelli, Esq. of the law firm of
17 Pisanelli Bice; Defendant Las Vegas Sands appearing by and through its counsel J. Stephen
18 Peek, Esq. of the law firm of Holland & Hart and counsel for purposes of this proceeding,
19 Samuel Lionel, Esq. and Charles McCrea, Esq., of the law firm of Lionel Sawyer & Collins;
20 Defendant Sands China appearing by and through its counsel J. Stephen Peek, Esq. of the law
21 firm of Holland & Hart, Brad D. Brian, Esq., Henry Weissman, Esq., and John B. Owens, Esq.
22 of the law firm of Munger Tolles & Olson and counsel for purposes of this proceeding, Samuel
23 Lionel, Esq. and Charles McCrea, Esq., of the law firm of Lionel Sawyer & Collins; the Court
24 having read and considered the pleadings filed by the parties and the transcripts of prior
25 hearings; having reviewed the evidence admitted during the trial; and having heard and
26 carefully considered the testimony of the witnesses called to testify; the Court having
27 considered the oral and written arguments of counsel, and with the intent of deciding the
28 limited issues before the Court related to lack of candor and nondisclosure of information to

1 the Court and appropriate sanctions pursuant to EDCR 7.60. The Court makes the following
2 findings of fact and conclusions of law:

3
4 **I.**
PROCEDURAL POSTURE

5 On August 26, 2011, the Nevada Supreme Court issued a stay of proceedings in this
6 matter pending the conduct of an evidentiary hearing and decision on jurisdictional issues
7 related to Sands China. The Court granted Jacobs request to conduct jurisdictional discovery
8 prior to the evidentiary hearing. The order granting the jurisdictional discovery was ultimately
9 entered on March 8, 2012.

10 **II.**
FINDINGS OF FACT¹

11
12 1. Prior to litigation, in approximately August 2010, a ghost image of hard drives
13 of computers used by Steve Jacobs in Macau² and copies of his outlook emails were transferred
14 by way of electronic storage devices (the "transferred data") to Michael Kostrinsky, Esq.,
15 Deputy General Counsel of Las Vegas Sands.³

16
17
18
19 ¹ Counsel for Las Vegas Sands objected on the basis of attorney client privilege to a majority of the
20 questions asked of the counsel who testified during the evidentiary hearing. Almost all of those
21 objections were sustained. While numerous directions not to answer on the basis of attorney client
22 privilege and the attorney work product were made by counsel for Las Vegas Sands, sustained by the
23 Court, and followed by the witnesses, sufficient information was presented through pleadings already in
24 the record and testimony of witnesses without the necessity of the Court drawing inferences related to
25 the assertion of those privileges. See generally, Francis v. Wynn, 127 NAO 60 (2011). The Court also
26 rejects Plaintiff's suggestion that adverse presumptions should be made by the Court as a result of the
27 failure of Las Vegas Sands to present explanatory evidence in its possession and declines to make any
28 presumptions which might arguably be applicable under NRS Chapter 47.

² There is an issue that has been raised regarding the current location of those computers and hard
drives from which the ghost image was made. The Court does not in this Order address any issues
related to those items.

³ According to a status report filed by Las Vegas Sands on July 6, 2012, there were other transfers of
electronically stored data. Based upon testimony elicited during the evidentiary hearing, counsel was
unaware of those transfers prior to the preparation and filing of the status report.

1 2. Kostrinsky requested this information in anticipation of litigation with Jacobs
2 after learning of receipt of a letter by then general counsel for Las Vegas Sands from Don
3 Campbell.

4 3. This transferred data was placed on a server at Las Vegas Sands and was
5 initially reviewed by Kostrinsky.

6 4. The attorneys for Sands China at the Glaser Weil firm were aware of the
7 existence of the transferred data on Kostrinsky's computer from shortly after their retention in
8 November 2010.

9 5. The transferred data was reviewed in Kostrinsky's office by attorneys from
10 Holland & Hart.

11 6. On April 22, 2011, in house counsel for Sands China, Anne Salt, participated in
12 the Rule 16 conference by videoconference and responded to inquiry by the Court related to
13 electronically stored information and confirmed preservation of the data.

14 7. At no time during the Rule 16 conference did Ms. Salt or anyone on behalf of
15 Sands China advise the Court of the potential impact of the Macau Personal Data Privacy Act
16 (MDPA) upon discovery in this litigation.

17 8. Following the Rule 16 conference with the Court, the parties filed a Joint Status
18 Report on April 22, 2011, in which they agreed that the initial disclosure of documents
19 pursuant to NRCP 16.1 would be made by Sands China and Las Vegas Sands prior to July 1,
20 2011. The MDPA is not mentioned in the Joint Status Report as potentially affecting
21 discovery in this litigation.

22 9. Following the Rule 16 conference, no production or other identification of the
23 information from the transferred data was made.

24 10. Beginning with the motion filed May 17, 2011, Sands China and Las Vegas
25 Sands raised the MDPA as a potential impediment (if not a bar) to production of certain
26 documents.
27
28

1 11. At a hearing on June 9, 2012, counsel for Sands China represented to the Court
2 that the documents subject to production were in Macau; were not allowed to leave Macau;
3 and, had to be reviewed by counsel for Sands China in Macau prior to requesting the Office of
4 Personal Data Protection in Macau for permission to release those documents for discovery
5 purposes in the United States.

6 12. At the time of the representation made on June 9, 2012, the transferred data had
7 already been copied; the copy removed from Macau; and reviewed in Las Vegas by
8 representatives of Las Vegas Sands.

9 13. The transferred data was stored on a Las Vegas Sands shared drive totaling 50 –
10 60 gigabytes of information.

11 14. Prior to July 2011, Las Vegas Sands had full and complete access to documents
12 in the possession of Sands China in Macau through a network to network connection.

13 15. Beginning in approximately July 2011, Las Vegas Sands access to Sands China
14 data changed as a result of corporate decision making.

15 16. Prior to the access change, significant amounts of data from Macau related to
16 Jacobs was transported to the United States and reviewed by in house counsel for Las Vegas
17 Sands and outside counsel, and placed on shared drives at Las Vegas Sands.

18 17. At no time did Las Vegas Sands or Sands China disclose the existence of this
19 data to the Court.⁴

20 18. At no time did Las Vegas Sands or Sands China provide a privilege log
21 identifying documents which it contended were protected by the MDPA which was discussed
22 by the Court on June 9, 2011.
23
24
25

26
27 ⁴ While Las Vegas Sands contends that a disclosure was made on June 9, 2011, this is inconsistent with
28 other actions and statements made to the Court including the June 27, 2012 status report, the June 28,
2012 hearing and the July 6, 2012 status report.

1 19. For the first time on June 27, 2012, in a written status report, Las Vegas Sands
2 and Sands China advised the Court that Las Vegas Sands was in possession of over 100,000
3 emails and other ESI that had been transferred "in error".

4 20. In the June 27, 2012 status report, Las Vegas Sands admits that it did not
5 disclose the existence of the transferred data because it wanted to review the Jacobs ESI.⁵

6 21. Any finding of fact stated hereinabove that is more appropriately deemed a
7 conclusion of law shall be so deemed.

8 **III.**
9 **CONCLUSIONS OF LAW**

10 22. The MDPA and its impact upon production of documents related to discovery
11 has been an issue of serious contention between the parties in motion practice before this Court
12 since May 2011.

13 23. The MDPA has been an issue with regards to documents, which are the subject
14 of the jurisdictional discovery.

15 24. At no time prior to June 28, 2012, was the Court informed that a significant
16 amount of the ESI in the form of a ghost image relevant to this litigation had actually been
17 taken out of Macau in July or August of 2010 by way of a portable electronic device.

18 25. EDCR Rule 7.60 provides in pertinent part:

19 * * *

20 (b) The court may, after notice and an opportunity to be heard, impose upon an
21 attorney or a party any and all sanctions which may, under the facts of the case, be reasonable,
22 including the imposition of fines, costs or attorney's fees when an attorney or a party without
23 just cause:

24 * * *

25 (3) So multiplies the proceedings in a case as to increase costs unreasonably
26 and vexatiously.
27

28 ⁵ The Court notes that there have also been significant issues with the production of information from
Jacobs. On appropriate motion the Court will deal with those issues.

1 26. As a result of the failure to disclose the existence of the transferred data, the
2 Court conducted needless hearings on the following dates which involved (at least in part) the
3 MDPA issues:

4 May 26, 2011

5 June 9, 2011

6 July 19, 2011

7 September 20, 2011⁶

8 October 4, 2011⁷

9 October 13, 2011

10 January 3, 2012

11 March 8, 2012

12 May 24, 2012

13 27. The Court concludes after hearing the testimony of witnesses that the 100,000
14 emails and other ESI were not transferred in error, but was purposefully brought into the
15 United States after a request by Las Vegas Sands for preservation purposes.

16 28. The transferred data is relevant to the evidentiary hearing related to jurisdiction,
17 which the Court intends to conduct.

18 29. The change in corporate policy regarding Las Vegas Sands access to Sands
19 China data made during the course of this ongoing litigation was made with an intent to
20 prevent the disclosure of the transferred data as well as other data.⁸

21 30. The Defendants concealed the existence of the transferred data from this Court.
22
23
24

25 ⁶ This hearing was conducted in a related case, A648484.

26 ⁷ This hearing was conducted in a related case, A648484.

27 ⁸ While the Court recognizes that several other legal proceedings related to certain allegations made by
28 Jacobs were commenced during the course of this litigation including subpoenas from the SEC and DOJ,
this does not excuse the failure to disclose the existence of the transferred data; the failure to identify the
transferred data on a privilege log, or the failure produce of the transferred data in this matter.

1 31. As the transferred data had already been reviewed by counsel, the failure to
2 disclose the existence of this transferred data to the Court caused repeated and unnecessary
3 motion practice before this Court.

4 32. The lack of disclosure appears to the Court to be an attempt by Defendants to
5 stall the discovery, and in particular, the jurisdictional discovery in these proceedings.

6 33. Given the number of occasions the MDPA and the production of ESI by
7 Defendants was discussed there can be no other conclusions than that the conduct was
8 repetitive and abusive.

9 34. The conduct however does not rise to the level of striking pleadings as exhibited
10 in the Foster v. Dingwall, 227 P.3d 1042 (Nev. 2010) or the entry of default as in Goodyear v.
11 Bahena, 235 P.3d 592 (Nev. 2010) cases.⁹

12 35. After evaluating the factors in Ribiero v. Young, 106 Nev. 88 (1990), the Court
13 finds:
14

15 a. There are varying degrees of willfulness demonstrated by the
16 Defendants and their agents in failing to disclose the transferred data to Plaintiff ranging from
17 careless nondisclosure to knowing, willful and intentional conduct with an intent to prevent the
18 Plaintiff access to information discoverable for the jurisdictional proceedings;¹⁰

19 b. There are varying degrees of willfulness demonstrated by the
20 Defendants and their agents ranging from careless nondisclosure to knowing, willful and
21 intentional conduct in concealing the existence of the transferred data and failing to disclose
22 the transferred data to the Court with an intent to prevent the Court ruling on the
23 discoverability for purposes of the jurisdictional proceedings;

24
25
26
27 ⁹ The Court recognizes no factors have been provided to guide in the evaluation of sanctions for conduct
in violation of EDCR 7.60, but utilizes cases interpreting Rule 37 violations as instructive.

28 ¹⁰ As a result of the stay, the court does not address the discoverability of the transferred data and the
effect of the conduct related to the entire case.

1 c. The repeated nature of Defendants and Defendants' agents conduct in
2 making inaccurate representations over a several month period is further evidence of the
3 intention to deceive the Court;

4 d. Based upon the evidence currently before the Court it does not appear
5 that any evidence has been irreparably lost;¹¹

6 e. There is a public policy to prevent further abuses and deter litigants from
7 concealing discoverable information and intentionally deceiving the Court in an attempt to
8 advance its claims; and

9 f. The delay and prejudice to the Plaintiff in preparing his case is
10 significant, however, a sanction less severe than striking claims, defenses or pleadings can be
11 fashioned to ameliorate the prejudice.

12 36. The Court after evaluation of the evidence and testimony, weighing the factors
13 and evaluating alternative sanctions determines that evidentiary and monetary sanctions are an
14 alternative less severe sanction to address the conduct that has occurred in this matter.

15 37. Any conclusion of law stated hereinabove that is more appropriately deemed a
16 finding of fact shall be so deemed.

17 IV.

18 ORDER

19 Therefore the Court makes the following order:

20 a. For purposes of jurisdictional discovery and the evidentiary hearing related to
21 jurisdiction, Las Vegas Sands and Sands China will be precluded from raising the MDPA as an
22 objection or as a defense to admission, disclosure or production of any documents.¹²

25 _____
26 ¹¹ There is an issue that has been raised regarding the current location of those computers and hard drives
27 from which the ghost image was made. The Court does not in this Order address any issues related to
those items.

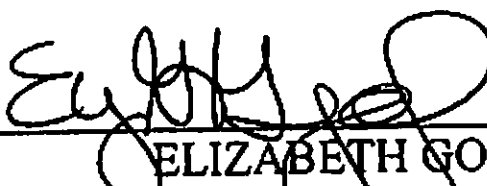
28 ¹² This does not prevent the Defendants from raising any other appropriate objection or privilege.

1 b. For purposes of jurisdictional discovery and the evidentiary hearing related to
2 jurisdiction, Las Vegas Sands and Sands China are precluded from contesting that Jacobs ESI
3 (approx. 40 gigabytes) is not rightfully in his possession.¹³

4 c. Defendants will make a contribution of \$25,000 to the Legal Aid Center of
5 Southern Nevada.

6 d. Reasonable attorneys' fees of Plaintiff will be awarded upon filing an
7 appropriate motion for those fees incurred in conjunction with those portions of the hearings
8 related to the MDPA identified in paragraph 26.
9

10 Dated this 14th day of September, 2012

11
12 
13 ELIZABETH GONZALEZ
14 District Court Judge

15 Certificate of Service

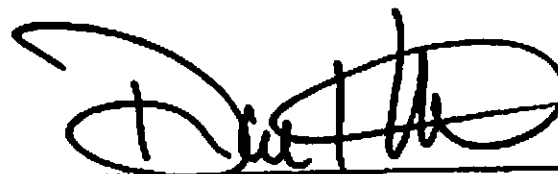
16 I hereby certify that on or about the date filed, this document was copied through e-
17 mail, or a copy of this Order was placed in the attorney's folder in the Clerk's Office or mailed
18 to the proper person as follows:
19

20 J. Stephen Peek, Esq. (Holland & Hart)

21 Samuel Lionel, Esq. (Lionel Sawyer & Collins)

22 Brad D. Brian Esq. (Munger Tolles & Olson)

23 James J. Pisanelli, Esq. (Pisanelli Bice)

24 
25 Dan Kutinac
26

27
28 ¹³ This does not prevent the Defendants from raising any other appropriate objection or privilege.

EXHIBIT 8



ORIGINAL

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

FILED IN OPEN COURT
STEVEN D. GRIERSON
CLERK OF THE COURT

SEP 12 2012

BY *Billie Jo Craig*
BILLIE JO CRAIG, DEPUTY

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants

CASE NO. A-627691

DEPT. NO. XI

Transcript of
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

COURT'S SANCTION HEARING - DAY 2
VOLUME II

TUESDAY, SEPTEMBER 11, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
DEBRA SPINELLI, ESQ.
TODD BICE, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
BRAD D. BRIAN, ESQ.
HENRY WEISSMAN, ESQ.
JOHN OWENS, ESQ.

FOR HOLLAND & HART

CHARLES MCCREA, ESQ.
SAMUEL LIONEL, ESQ.

FOR MR. KOSTRINSKY:

DAVID LEE, ESQ.

COURT RECORDER:

TRANSCRIPTION BY:

JILL HAWKINS
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

A-10-627691-8
TRANS
Transcript of Proceedings
1986065



170

1 LAS VEGAS, NEVADA, TUESDAY, SEPTEMBER 11, 2012, 1:18 P.M.

2 (Court was called to order)

3 THE COURT: Mr. Peek, I'd like to remind you you're
4 still under oath.

5 THE WITNESS: Thank you, Your Honor.

6 THE COURT: Mr. Bice --

7 MR. BICE: Yes, Your Honor.

8 THE COURT: -- you may continue your examination.

9 MR. BICE: Thank you, Your Honor.

10 CROSS-EXAMINATION (Continued)

11 BY MR. BICE:

12 Q Where we stopped, Mr. Peek, we were talking about
13 the hearing on May 24. I'll ask you some followup questions
14 about it. Again, we're on pages -- let's start with pages 9
15 and 10 of the May 24 hearing.

16 THE COURT: Somebody still has some electronic
17 device on. Can we turn them all off. Just check and -- it's
18 okay. It's really funny when it's the marshal's who goes off,
19 but we've been lucky with this marshal.

20 THE WITNESS: Give me a moment, Mr. Bice.

21 BY MR. BICE:

22 Q Understood.

23 A My iPod is still on. I apologize.

24 I'm there, Mr. Bice.

25 Q Okay. We're, again, at the bottom of page 9 and

1 MR. BICE: Thank you.

2 BY MR. BICE:

3 Q I know how you're going to answer this, Mr. Peek,
4 and I'm not, again, trying to be argumentative with you, but
5 is it fair to say that you were directed to not tell the Court
6 and us about these emails by Ira Rafaelson?

7 MR. McCREA: Objection. Attorney-client privilege.

8 THE COURT: Sustained.

9 BY MR. BICE:

10 Q Mr. Peek, do you deny that Mike Leven knew the
11 status of these emails and had directed that they not be
12 disclosed to us or to the Court?

13 MR. McCREA: Same objection.

14 THE COURT: Sustained.

15 BY MR. BICE:

16 Q Do you deny that Mr. Adelson knew about the status
17 of these documents and directed that they not be disclosed to
18 us or to the Court?

19 MR. McCREA: Same objection.

20 THE WITNESS: I'd only know that if I talked --

21 THE COURT: Mr. Peek --

22 THE WITNESS: -- to Mr. Adelson.

23 THE COURT: -- you can't answer. He's objecting on
24 attorney-client.

25 Right?

1 MR. McCREA: Yes.
2 THE COURT: Sustained.
3 MR. McCREA: Thank you.
4 MR. BICE: I don't have anything further at this
5 time.
6 THE COURT: Thank you.
7 Did you want to ask any questions of Mr. Peek?
8 MR. BRIAN: I do, Your Honor.
9 THE COURT: Just so we're clear, Mr. McCrea, you
10 don't intent to object to Mr. Brian's questions on basis of
11 attorney-client privilege?
12 MR. McCREA: I may, Your Honor.
13 THE COURT: You guys are on the same team. You
14 can't object.
15 MR. McCREA: Your Honor, but we're -- we're
16 making --
17 THE COURT: You cannot object to his questions.
18 MR. McCREA: If those -- those are my instructions,
19 I will obey them.
20 THE COURT: Well, no, you can't. He's on your team.
21 That's why I let you guys divide it up.
22 MR. McCREA: But, Your Honor, we have a different
23 rule here, I think, than these lawyers.
24 THE COURT: Okay. Then we're going to take a break
25 so you and Mr. Brian can make sure that any questions that you

1 MR. McCREA: Objection, Your Honor, attorney-client.

2 THE COURT: Sustained.

3 BY MR. PISANELLI:

4 Q Okay. You had these phone calls around the time
5 that you obtained the emails in 2010?

6 A There were normal course phone calls there quite
7 often.

8 Q Sure. But they started -- .

9 A I didn't have them. They were set up, and you
10 participated by calling in through.

11 Q Sure. I just want the date when you said that the
12 Jacobs's emails were discussed with the Glaser Weil firm.
13 That occurred around the time that you obtained them in 2010?

14 THE COURT: He testified earlier, it was either
15 right before or right after the law suit was filed and they
16 were retained; right?

17 THE WITNESS: That's when they were retained, which
18 specific call or which specific meeting that that was part of
19 the topics, I couldn't tell you which ones, but they were
20 discussed.

21 BY MR. PISANELLI:

22 Q They, being the Jacobs's email?

23 A Yes.

24 MR. PISANELLI: Okay. I've promised to be brief on
25 just a few points, Your Honor. So with that, we will defer to

1 -- hold on a minute, I've got a Post-it.

2 BY MR. PISANELLI:

3 Q Probably going to mispronounce his name. Do you
4 know Mr. Manjit?

5 A I know Mr. Manjit.

6 Q Do you know that he was deposed in this case?

7 A Yes.

8 Q Did you read his deposition transcript?

9 A I did not.

10 Q Okay. Did you read anything to prepare for today's
11 testimony?

12 A Yes.

13 Q What did you read?

14 A I read my transcript. I read I think the last
15 hearing with Mr. Reese, that transcript. I read the statement
16 that Mr. Peek had filed with the court, the declaration back
17 in July of 2012. A couple of emails. There may have been
18 another transcript of a proceeding.

19 Q Why did you read the emails?

20 A The question arose regarding if I had brought
21 something back from Macau. So I had asked to see if there was
22 an email related to that, to see if I had followed up with
23 that, and that's what I had reviewed.

24 Q And where did you review it?

25 A With Mr. Lee.

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146

Florence M. Hoyt
FLORENCE HOYT, TRANSCRIBER

9/12/12
DATE

DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN C. JACOBS,)	
)	
Plaintiff,)	
)	
vs.)	CASE NO. A-10-627691
)	
LAS VEGAS SANDS CORP., a)	
Nevada corporation; SANDS)	
CHINA LTD., a Cayman Islands)	
corporation; DOES I through)	
X; and ROE CORPORATIONS I)	
through X,)	
)	
Defendants.)	
_____)	
)	
AND RELATED CLAIMS)	
_____)	

VIDEOTAPE AND ORAL DEPOSITION OF MICHAEL LEVEN
LAS VEGAS, NEVADA
TUESDAY, DECEMBER 4, 2012

REPORTED BY: CARRE LEWIS, CCR NO. 497

JOB NO. 169458

1 DEPOSITION OF MICHAEL LEVEN,
2 taken at 3883 Howard Hughes Parkway, Suite 800,
3 Las Vegas, Nevada, on Tuesday, December 4, 2012, at
4 9:00 a.m., before Carre Lewis, Certified Court
5 Reporter, in and for the State of Nevada.
6

7 APPEARANCES:

8 For the Plaintiff:

9 PISANELLI BICE, PLLC
10 BY: TODD BICE, ESQ.
11 BY: DEBRA SPINELLI, ESQ.
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14 Las Vegas, Nevada 89169
15 (702) 214-2100
16 jpp@pisanellibice.com
17 tlb@pisanellibice.com
18 see@pisanellibice.com
19 dls@pisanellibice.com

20 For Las Vegas Sands and Sands China Limited:

21 HOLLAND & HART LLP
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(702) 385-6000
m.jones@kempjones.com

1 APPEARANCES (continued):

2 For Sheldon Adelson, Las Vegas Sands:

3 LAS VEGAS SANDS CORP.
4 BY: IRA H. RAPHAELSON, ESQ.
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7 Las Vegas, Nevada 89109
8 (702) 733-5503
9 ira.raphaelson2lasvegassands.com

7 The Videographer:

8 Litigation Services
9 By: Matthew Riggio
10 3770 Howard Hughes Parkway, Suite 300
11 Las Vegas, Nevada 89169
12 (702) 314-7200

11 Also Present:

12 Steven Jacobs
13
14
15
16
17
18
19
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21
22
23
24
25

I N D E X

WITNESS: MICHAEL LEVEN

EXAMINATION

PAGE

By Mr. Bice

8

Michael Leven
Jacobs vs Las Vegas Sands Corporation
Tuesday, December 4, 2012
Carre Lewis, CCR No. 497
E X H I B I T S

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1 LAS VEGAS, NEVADA; TUESDAY, DECEMBER 4, 2012;

2 9:00 A.M.

3 -oOo-

4 THE VIDEOGRAPHER: This is the beginning of
5 Videotape No. 1 in the deposition of Michael Leven
6 in the matter of Jacobs versus Las Vegas Sands, held
7 at 3883 Howard Hughes Parkway, Suite 800, Las Vegas,
8 Nevada, 89169 on December 4, 2012, at 9:05 a.m.

9 The court reporter is Carre Lewis. I'm
10 Matthew Riggio, the videographer, an employee of
11 Litigation Services, located at 3770 Howard Hughes
12 Parkway, Suite 300, Las Vegas, Nevada 89169.

13 This deposition is being videotaped at all
14 times unless specified to go off of the video
15 record.

16 Would all present please identify
17 themselves, beginning with the witness.

18 THE WITNESS: Michael Leven.

19 MR. PEEK: Stephen Peek, Holland & Hart
20 representing Las Vegas Sands, the witness, as well
21 as Sands China Limited.

22 MR. JONES: Mark Jones on behalf of Sands
23 China Limited.

24 MR. RAPHAELSON: Ira Raphaelson for the Las
25 Vegas Sands.

1 **matter?**

2 A. I never had a discussion in Las Vegas with
3 Mr. Adelson, phone or in person, about terminating
4 Mr. Jacobs.

5 Q. Did you have any discussions with
6 Mr. Adelson about going to -- while either one of
7 you were in Las Vegas, going to Macau in July
8 of 2010 to meet with Mr. Jacobs?

9 A. Of course.

10 Q. What was the purpose of your meeting with
11 Mr. Jacobs in July of 2010?

12 A. The purpose in July of 2010 was to
13 terminate Mr. Jacobs after I received the board
14 approval to do so.

15 Q. And when was that?

16 A. That was on July 23 of 2010, I believe, or
17 something around that time.

18 Q. And where were you when you received that
19 board approval?

20 A. I -- I don't remember.

21 Q. Do you know where Mr. Adelson was?

22 A. When the board approved it?

23 Q. Yes.

24 A. I believe he was -- well, I would be
25 guessing. I would assume --

1 MR. PEEK: Don't guess.

2 THE WITNESS: He was not in Hong Kong.

3 BY MR. BICE:

4 Q. Is it your belief that he was in Las Vegas?

5 A. Yes.

6 Q. Did Mr. Adelson chair the board meeting
7 that you were referencing?

8 A. I didn't reference a board meeting.

9 Q. I apologize.

10 Did Mr. Adelson -- was he a participant in
11 what you have characterized as the board approval?

12 A. Mr. Adelson approved my recommendation and
13 asked that I go to the board and get that -- and get
14 that approval from the board.

15 Q. Where was Mr. Adelson when he approved your
16 recommendation?

17 A. He was in Singapore.

18 Q. When was this?

19 MR. PEEK: Jurisdiction --

20 Don't answer that.

21 BY MR. BICE:

22 Q. Approximate time frame?

23 MR. PEEK: We are not going to answer that.

24 The directive of the Court in the March
25 order is that the parties are only permitted to

1 A. I had it by the time I ended up in Macau on
2 July 23. I don't remember how early or how late
3 that was.

4 Q. On July 23, did anyone travel with you to
5 Macau?

6 A. Yes.

7 Q. Who was that?

8 A. Irwin Siegel.

9 Q. When you traveled to Macau, where did you
10 leave from, Las Vegas or elsewhere?

11 A. I don't remember. Probably it was
12 Las Vegas, but I'm not -- I'm not sure.

13 Q. Well, prior to your departure from Macau,
14 did you have any additional discussions with
15 Mr. Adelson?

16 A. Yes.

17 Q. About the termination?

18 A. I'm sorry. Prior to -- before July 23?

19 Q. Yes. When you departed for Macau?

20 A. Yes.

21 Q. What instructions did he give you?

22 MR. PEEK: Don't answer that.

23 You are allowed to do where the decisions
24 were made, when the decisions were made, and who
25 made the decisions.

1 MR. BICE: I'm entitled to know what
2 instructions he was given in order to know who made
3 the decisions. But we will take that up the Court.
4 BY MR. BICE:

5 Q. Did you prepare any form of board minutes
6 or board authorizations for the action that you were
7 about to take?

8 A. I didn't.

9 Q. Did anyone, to your knowledge?

10 A. I don't know.

11 Q. Had you ever seen any?

12 A. I haven't seen any.

13 Q. Did you consult -- other than with the
14 board members of Las Vegas or of SCL, did you
15 consult with anyone else about terminating
16 Mr. Jacobs?

17 A. Yes.

18 Q. Who?

19 A. Mr. Goldstein, Mr. Kay.

20 Q. Why did you consult with them?

21 A. I thought that they should know that that
22 was the plan that we were going to use and what plan
23 we were going to use and what we were going to do,
24 because they had issues to deal with if, in fact,
25 there was no CEO there at the moment.

1 Q. When would you have had those discussions
2 with them?

3 A. Sometime between June 23 and July 23.

4 Q. Can you give me any greater specificity
5 than that month window?

6 A. I can't.

7 Q. Other than Mr. Kay and Mr. Goldstein, did
8 you speak to anyone else about it? And the board
9 members, obviously. I apologize.

10 A. I may have spoken to the general counsel,
11 Gayle Hyman, probably, but I can't -- I can't think
12 of anybody else, actually.

13 Q. Did you speak to Leonel Alves?

14 A. I don't recall speaking to Leonel Alves.

15 Q. Did Mr. Adelson give you any instructions
16 regarding your meeting with -- or your going to meet
17 with Mr. Jacobs?

18 MR. PEEK: Don't answer that.

19 It's the same question you asked before
20 which I objected, so you are just trying to do it a
21 different way.

22 MR. BICE: No, I'm just trying to make sure
23 that the questions have all been asked and that the
24 record is clear.

25 BY MR. BICE:

1 Q. Did you carry with you a letter to give to
2 Mr. Jacobs?

3 MR. PEEK: Don't answer that.

4 MR. BICE: Mark this as Exhibit 1, I guess.
5 (Exhibit 1 marked.)

6 BY MR. BICE:

7 Q. I will show you what's been marked as
8 Exhibit 1, Mr. Leven. Have you seen this document
9 before?

10 A. Yes.

11 Q. When is the first time you saw it?

12 A. I don't remember.

13 Q. Did you see it prior to July 23 of 2010?

14 A. Yes.

15 Q. Did you play a role in preparing it?

16 A. I don't remember.

17 Q. Do you know who did?

18 A. I don't.

19 Q. Do you know where it was prepared?

20 A. I don't know. I can make an assumption,
21 but I don't know.

22 Q. What's your belief?

23 A. Las Vegas.

24 Q. Do you know whether or not the legal
25 department in Las Vegas was involved in its

1 **preparation?**

2 A. I don't.

3 **Q. Do you know who all reviewed any earlier**
4 **drafts of it?**

5 A. I don't know.

6 **Q. Did you review an earlier draft of it?**

7 MR. PEEK: Objection. Foundation. Assumes
8 that there was earlier drafts.

9 BY MR. BICE:

10 **Q. Were there earlier drafts that you**
11 **reviewed?**

12 A. No, I don't remember.

13 **Q. Who gave you this letter -- or was it given**
14 **to you?**

15 A. I carried this letter with me for the
16 meeting with Mr. Jacobs.

17 **Q. So you departed Las Vegas with this letter**
18 **in hand?**

19 A. I'm not a hundred percent sure.

20 **Q. Did you have or did -- was there Sands**
21 **China letterhead here in Las Vegas, to your**
22 **knowledge?**

23 A. I don't know.

24 **Q. Does this letter look like the Sands China**
25 **letterhead that you had seen?**

1 A. I don't recall Sands China's letterhead.
2 I'm sure there is some, but I don't recall.

3 **Q. Did this letter fall under the shared**
4 **services agreement, in your view?**

5 A. No.

6 **Q. Why not?**

7 A. This is a letter from the chairman of Sands
8 China LTD terminating the CEO, so it would not be a
9 shared service agreement.

10 **Q. Did human resources in Las Vegas, does that**
11 **fall under the shared services agreement?**

12 A. Yes.

13 **Q. You have already said that the legal**
14 **department does, correct?**

15 A. Yes.

16 **Q. And so would any role that human resources**
17 **or the legal department prepared in the preparation**
18 **of this letter, would that fall within the shared**
19 **services agreement?**

20 MR. PEEK: I'm going to object to the lack
21 of foundation. I mean, he has already answered
22 this. It's just your way of trying to get a
23 different answer because you didn't like the first
24 one.

25 MR. BICE: No, it's actually --

1 MR. PEEK: You asked him whether it was
2 part of the shared services agreement and he says
3 "no."

4 MR. BICE: I'm trying to follow up.

5 MR. PEEK: And now you are trying to say it
6 was.

7 MR. BICE: No, I'm trying to say whether
8 the services that went into the creation of the
9 letter, and your coaching is inappropriate.

10 BY MR. BICE:

11 Q. Were the services -- if services in
12 Las Vegas were used in the preparation of this
13 letter, Mr. Leven, were they -- are those services
14 that fall within the shared services agreement?

15 MR. PEEK: Objection. That's an incomplete
16 hypothetical. Doesn't go to jurisdiction here.

17 MR. BICE: Absolutely does.

18 MR. JONES: And lack of foundation as well.

19 MR. PEEK: It's an incomplete hypothetical,
20 you know. If there were this, then this.

21 MR. BICE: He still has to answer it and
22 you both know it.

23 MR. PEEK: No, he doesn't.

24 MR. BICE: So I would appreciate stopping
25 the witness coaching because you don't like the

1 answer.

2 MR. PEEK: I like the answers, Mr. Bice.

3 BY MR. BICE:

4 Q. Mr. Leven, the services go into this
5 agreement?

6 A. If, in fact, Mr. Adelson used the legal
7 department of -- of LVS to write the letter for him,
8 since the legal department in Sands China was in
9 Macau, and if, in fact, he wanted a letter written
10 in a confidential way so that it wasn't exposed to
11 the legal department in Macau, you could make the
12 argument that it would be a shared service part, but
13 I would doubt very highly whether we would charge
14 for that service as shared service. So you are
15 trying to define what shared services is.

16 Mr. Adelson had every right to use anybody in
17 Las Vegas to help him as the chairman of Macau, of
18 Sands China, to deliver the letter, so whether you
19 define it shared service or not shared service I
20 don't see where it's relevant.

21 Q. You say that Mr. Adelson had the right to
22 use anyone in Las Vegas -- I apologize. Let me make
23 sure I got your answer.

24 "Mr. Adelson had every right to use anybody
25 in Las Vegas to help him as the chairman of Macau,

1 that.

2 Did you let Mr. Jacobs know in advance you
3 were coming?

4 MR. PEEK: Don't answer that.

5 BY MR. BICE:

6 Q. How long after you arrived did you meet
7 with him?

8 MR. PEEK: Go ahead.

9 THE WITNESS: The plan was to meet with
10 Mr. Jacobs very early in the morning.

11 BY MR. BICE:

12 Q. You say the "plan." What plan are you
13 talking about?

14 A. Mr. -- Mr. Siegel and I were going to meet
15 with Mr. Jacobs to have the meeting with Mr. Jacobs
16 about his termination.

17 Q. Is that -- is that a plan that you and
18 Mr. Siegel had reached with Mr. Adelson?

19 A. Yes.

20 Q. And did you reach that plan in Las Vegas
21 prior to your departure?

22 A. I advised Mr. Adelson of my recommendation
23 as to how to handle it. He added or subtracted by
24 his wish one way or the other. And the plan was to
25 meet with Mr. Jacobs early in the morning and have

1 that meeting quickly.

2 Q. Where did this adding or subtracting occur?

3 A. In Las Vegas, probably.

4 Q. And that was a meeting between you and
5 Mr. Adelson?

6 A. Uh-huh.

7 Q. Okay. What was it that was added or
8 subtracted?

9 A. We discussed the elements of the
10 termination or the resignation and any subsequent
11 arrangement with Mr. Jacobs that Mr. Adelson agreed
12 with.

13 Q. You said you "discussed the elements of the
14 termination or the resignation"?

15 A. Uh-huh.

16 Q. What do you mean by that?

17 MR. PEEK: Don't answer that. He is
18 getting into the merits now.

19 BY MR. BICE:

20 Q. This discussion occurred in Las Vegas,
21 correct?

22 MR. PEEK: Asked and answered.

23 MR. BICE: The Judge has already
24 overruled --

25 MR. PEEK: You are wasting our time,

1 Steve Jacobs were going to resign on the basis of
2 our meeting, that I would take over as temporary
3 acting CEO, and that I was going to hope to put
4 somebody there to sit there and watch while we were
5 in the process of recruiting a replacement.

6 Q. Is that -- when you departed for Macau, was
7 that your understanding?

8 A. That was my understanding.

9 Q. Had you discussed that issue, you becoming
10 acting CEO, with any of the other board members of
11 SCL?

12 A. I don't remember.

13 Q. Well, did you -- after you and Mr. Adelson
14 had had that discussion -- it sounds like shortly
15 before you departed for Macau; is that fair?

16 A. Uh-huh. Yes. Yes.

17 Q. Shortly before you departed for Macau, did
18 you contact any of the other SCL board members
19 regarding your plan?

20 MR. PEEK: Objection. Vague and ambiguous.
21 There were a number of plans that you have had him
22 discuss with you. I don't know -- when you say
23 "that plan," what do you mean by "that plan"? Maybe
24 the witness knows.

25 THE WITNESS: During the course of time

1 between June 23 and July 23 plans were made as to
2 what would happen as to how we would replace
3 Steve -- excuse me -- Mr. Jacobs --
4 BY MR. BICE:

5 **Q. Understood.**

6 A. -- and what would be -- what would be
7 the -- how we would manage the transition time after
8 he departed.

9 **Q. Who was involved in that planning?**

10 A. I was recommending the plan. I would be
11 talking to Mr. Adelson, the chair, and we would
12 present that plan to the board.

13 **Q. Was that plan presented to the board?**

14 A. I think board members were -- it was
15 discussed with board members. I don't know how many
16 board members, but it was discussed.

17 **Q. Did you discuss it with them?**

18 A. I don't remember.

19 **Q. Was there ever any sort of formal action**
20 **taken, to your knowledge, to implement this plan?**

21 A. I -- I don't remember any formal knowledge.

22 **Q. Was there ever any board meeting regarding**
23 **this plan, to your knowledge?**

24 A. There would be a record of such. I don't
25 remember myself.

1 Q. When you say some of the board members were
2 consulted, were the independent board members
3 consulted?

4 A. Certainly David Turnbull was consulted.

5 Q. Any of the others?

6 A. I don't remember anybody else.

7 Q. During that month-long period, was the
8 legal department in Las Vegas involved in that
9 planning?

10 A. I don't recall that they were.

11 Q. Was the legal department in Macau involved
12 in that planning?

13 A. No.

14 Q. Is it a fair inference that if there was a
15 legal department involved in it, it would have been
16 in Las Vegas?

17 A. If there were a legal department involved
18 and not if there was a legal department involved,
19 right?

20 Q. Yes, sir.

21 A. If there were a legal department
22 involvement it would have been in Las Vegas, not in
23 Macau.

24 Q. Understood.

25 Would it be your belief that if a legal

1 department were involved in that planning, that it
2 would have been under the terms of the shared
3 services agreement?

4 A. It might have been under the shared service
5 agreement, and in fact that would be a shared
6 service. Whether or not it was charged for or not,
7 I wouldn't know.

8 Q. Understood.

9 Was a press release prepared at some point
10 regarding the termination?

11 A. Yes.

12 Q. And were you involved in its preparation?

13 A. Yes.

14 Q. Where was it prepared at?

15 A. In Las Vegas.

16 Q. Was it prepared prior to your departure?

17 A. You know, I don't remember. I don't
18 remember. In fact -- let me take it back. I'm
19 pretty sure it was done in Las Vegas but I don't
20 remember exactly when. As part of the plan, it
21 would be likely that we had a press release prepared
22 for that day.

23 Q. And who would have been involved in the
24 preparation of such a press release?

25 A. Legal department and the public relations

1 department.

2 Q. And those would be both here in Las Vegas,
3 correct?

4 A. Under this circumstance, they would be.
5 They wouldn't be if it was a termination of a
6 lower-level employee in Macau.

7 Q. Who in 2010 would have been heading up the
8 public relations department that would be involved
9 in such a press release?

10 A. Ron Reese, VP communications.

11 Q. Do you recall meeting with Mr. Reese about
12 this subject matter?

13 A. I don't remember.

14 Q. Do you recall meeting with anyone in -- not
15 about substance. I'm just asking do you recall
16 meeting with anyone in the legal department about
17 this subject matter?

18 A. Yes.

19 Q. Who was it that you would have met with?

20 A. I would have met with the general counsel.

21 Q. Would that at that time have been Gayle?

22 A. Gayle.

23 Q. Did you meet with anyone affiliated with
24 the Las Vegas Sands compliance committee?

25 A. No.

1 Q. Did you meet with Rob Rubenstein regarding
2 this subject matter?

3 A. I don't recall meeting with Rob Rubenstein.

4 Q. What was going to be the terms of -- well,
5 strike that.

6 What were the terms of your becoming CEO of
7 SCL?

8 A. When you say "terms," you are talking about
9 remuneration, you are talking about time? What are
10 you talking about?

11 Q. You know what, that's a fair request for
12 clarification, so let's break it down.

13 You were going to become -- what was your
14 title going to be?

15 A. I was the acting CEO in the transition.

16 Q. All right. Did you have any expectation
17 for how long that was going to last?

18 A. As short as possible.

19 Q. That was your desire anyway?

20 A. That was my expectation.

21 Q. What was the financial arrangement going to
22 be in terms of either to you personally or to
23 Las Vegas Sands for your services?

24 A. There was no financial arrangement.

25 Q. You were doing it without compensation?

1 A. Uh-huh.

2 **Q. Okay. What was the purpose of this**
3 **meeting, do you recall?**

4 A. It looks to me like this really is a major
5 design meeting for 5 and 6, for the restart of 5 and
6 6 or to plan to restart 5 and 6.

7 **Q. Do you recall how many days this meeting**
8 **lasted?**

9 A. I don't.

10 **Q. Do you recall, were there others in**
11 **attendance other than the people listed on the**
12 **e-mail?**

13 A. I don't. It's too long.

14 MR. BICE: I said we were going to stop so
15 you can go because I know you are eager to leave, so
16 we will suspend at this point and we will argue
17 later about whether you will be back.

18 So, thank you for your time, Mr. Leven.

19 MR. PEEK: Thank you, Mr. Bice.

20 THE VIDEOGRAPHER: Off the record at 4:52.

21 (Deposition concluded at 4:52 p.m.)

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1 CERTIFICATE OF DEPONENT

2 PAGE LINE CHANGE REASON

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16 * * * * *

17 I, Michael Leven, deponent herein, do hereby
18 certify and declare the within and foregoing
19 transcription to be my deposition in said action;
20 under penalty of perjury; that I have read,
21 corrected and do hereby affix my signature to said
22 deposition.

23 Michael Leven, Deponent

24 Date

1 CERTIFICATE OF REPORTER


2 STATE OF NEVADA)
3) SS:
COUNTY OF CLARK)

4 I, Carre Lewis, a duly commissioned and licensed
5 Court Reporter, Clark County, State of Nevada, do
6 hereby certify: That I reported the taking of the
7 deposition of the witness, Michael Leven, commencing
8 on Tuesday, December 4, 2012, at 9:00 a.m.

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

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

20 IN WITNESS HEREOF, I have hereunto set my hand,
21 in my office, in the County of Clark, State of
22 Nevada, this 12th day of December 2012.

23 
24

25 CARRE LEWIS, CCR NO. 497

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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14 *Steven C. Jacobs*

15 LAS VEGAS SANDS, CORP., a
16 Nevada corporation, and
17 SANDS CHINA LTD., a
18 Cayman Islands corporation,

19 Petitioners,

20 vs.

21 CLARK COUNTY DISTRICT
22 COURT, THE HONORABLE
23 ELIZABETH GONZALEZ,
24 DISTRICT JUDGE,
25 DEPARTMENT 11,

26 Respondents,

27 and

28 STEVEN C. JACOBS,

Real Party in Interest.

Supreme Court Case No. 62944

**REAL PARTY IN INTEREST'S
SUPPLEMENTAL APPENDIX**

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Transcript Of February 8, 2013, Hearing – excerpted	2/8/2013	IV	000595-98

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice, and that on this 28th day of May, 2013, I electronically filed and served a true and correct copy of the above and foregoing **REAL PARTY IN INTEREST'S SUPPLEMENTAL APPENDIX VOLUME II OF IV** properly addressed to the following:

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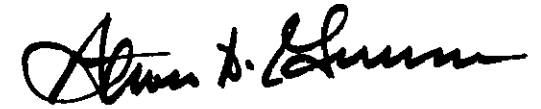
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/s/ Kimberly Peets
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DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

AND RELATED CLAIMS

Case No.: A-10-627691

Dept. No.: XI

**PLAINTIFF STEVEN C. JACOBS'
REPLY IN SUPPORT OF MOTION FOR
NRCP 37 SANCTIONS AND
OPPOSITION TO DEFENDANTS'
MOTION FOR A PROTECTIVE
ORDER ON ORDER SHORTENING
TIME**

Hearing Date: December 18, 2012

Hearing Time: 8:00 a.m.

I. INTRODUCTION

Defendants Las Vegas Sands Corp. ("LVSC") and Sands China Ltd. ("Sands China") have again demonstrated their lack of candor and forthright dealings in discovery. At this Court's sanctions hearing, their agents repeatedly represented that all documents had to be reviewed in Macau and that this task would have to be undertaken by Sands China's counsel. But now, when confronted with the fact that Sands China has failed to produce a single document that they claim is presently in Macau (let alone search for or identify such documents), Defendants have a new story. Needing an excuse for their continued failures, LVSC and Sands China now assert that *even before their sworn testimony at the sanctions hearing*, they were informed that not even

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1 Sands China's counsel could commence a document review for this case. So, LVSC and Sands
2 China once again elected to omit material facts concerning the status of their document review
3 and production thereby garnering additional delay. As if there were doubt before now, this Court
4 is never going to get a straight story out of LVSC or Sands China about documents in Macau.

5 In a further attempt at rationalization, LVSC and Sands China also pretend that they were
6 never obligated to produce documents from Macau, and could rely upon only those documents
7 previously transported to the United States. Indeed, they go so far as to suggest that they never
8 intended to produce documents from Macau, other than those for which Jacobs was the custodian
9 and which are not duplicative of the cache that they had already transferred in August of 2010.
10 But then, because they have not produced any documents from Macau, they have to proffer an
11 additional excuse and claim that the Macau Personal Data Privacy Act ("MPDPA") is still a basis
12 for the delay and noncompliance, notwithstanding this Court's sanctions order to the contrary.

13 The simple fact is LVSC and Sands China once again will not comply with their
14 jurisdictional discovery obligations. They have slowed the jurisdictional stage of this case to a
15 snail's pace through a lack of candor and compliance that continues to this very minute. This case
16 is moving backwards, with Sands China briefing old and decided issues and trying to reformulate
17 the sanctions order. LVSC and Sands China are now further away from compliance than either
18 this Court or Jacobs was previously led to believe. Specifically, LVSC and Sands China have led
19 everyone to believe that they had at least started the process of assembling and reviewing
20 documents in Macau. But now they acknowledge that even this was not true. Instead, they had
21 yet another secret that is incompatible with what they told Jacobs and this Court time and again –
22 that counsel for Sands China is now precluded from even reviewing documents in Macau to
23 determine what exists.

24 The minimal sanction for such blatant noncompliance is one that deprives the wrongdoer
25 of the benefits they seek to achieve. Even with the evidentiary and monetary sanctions ordered by
26 this Court, the recalcitrant litigants with unlimited economic resources continue obstructions
27 unabated. The time has arrived to deprive them of the benefits of the misconduct by striking
28 Sands China's personal jurisdiction defense.

1 **II. BACKGROUND**

2 A full recital of the history of this matter is unnecessary in light of this Court's extensive
3 knowledge of the background. However, because LVSC and Sands China claim to be unaware of
4 their own prior representations or this Court's rulings, a brief summary is in order:

5 **A. This Court Orders Jurisdictional Discovery.**

6 On the basis of Sands China's claim that this Court lacks personal jurisdiction over it,
7 Sands China sought and obtained writ relief in the Nevada Supreme Court. This Court was
8 directed to "revisit the issue of personal jurisdiction over [Sands China] by holding an evidentiary
9 hearing and issuing findings regarding general jurisdiction." (Ex. 1, Order Granting Petition for
10 Writ of Mandamus, Aug. 26, 2011, 3:1-4.) Ever since, LVSC and Sands China have done
11 whatever they could to make sure that any such evidentiary hearing would not be based upon full
12 and fair disclosure of the facts and circumstances.

13 Because Defendants would not cooperate and provide jurisdictional discovery, Jacobs
14 filed a motion with this Court setting forth the initial discovery sought. The Court granted, in
15 large part, Jacobs' motion, directing Jacobs to modify some of his requests and ordering LVSC
16 and Sands China to respond to them as modified. (Ex. 2, Order Regarding Jurisdictional
17 Discovery, March 8, 2012.). Thus, on December 23, 2011, Jacobs served his Requests for
18 Production of Documents (Nos. 1-24) on Sands China and LVSC. Unremarkably, several of the
19 requests sought documents that were plainly within Sands China's custody and control. The
20 following are simple examples:

- 21 • Request No. 16 – Requesting documents regarding the communications
22 between Sands China and/or LVSC and BASE;
- 23 • Request No. 17 – Requesting documents regarding the communications
24 between Sands China and/or LVSC and Cirque du Soleil;
- 25 • Request No. 18 – Requesting documents regarding the communications
26 between Sands China and/or LVSC and Bally Technologies, Inc.;
- 27 • Request No. 20 – Requesting documents regarding the communications
28 between Sands China and/or LVSC and potential lenders for Parcels 5 and 6;
- Request No. 21 – Requesting documents regarding the communications
between Sands China and/or LVSC and designers and developers for Parcels
5 and 6;

- Request No. 23 – Requesting documents regarding the reimbursements made to LVSC for Sands China work; and
- Request No. 24 – Requesting documents regarding the documents Sands China provided to Nevada gaming regulators.

(Ex. 3, Jacobs' First Set of Reqs. for Prod. of Docs. to Sands China.)

Sands China responded on January 23, 2012, but failed to produce any documents. In a cover letter, Sands China's counsel indicated that responses were forthcoming:

Due to the broad scope of the requests, we are still in the process of gathering and reviewing responsive documents. We anticipate that these documents will be produced on a rolling basis after the parties have finalized the stipulated confidentiality agreement and protective order, as required by the Court's January 3, 2012 order.

(Ex. 4, Ma Ltr. dated Jan. 23, 2012.) The parties finalized the Stipulated Confidentiality Agreement and Protective Order and then, on April 13, Sands China supplemented its response to Jacobs' Requests, barely. Sands China produced a mere 15 documents (a total of 55 pages), asserting that they were responsive to Jacobs' Request Nos. 1, 6, 8, 10, 13, and 22. (Ex. 5, Sands China's First Supp. Resp. and Index.) However, Sands China did not then provide, and has never provided, any other responsive documents, instead referencing documents that LVSC has produced.

B. The Court Rejects Sands China's Attempt To "Stagger" Discovery So That it Does Not Have to Review Any of its Own Documents.

The main justification that Sands China offered was an ill-founded assertion that it was unilaterally entitled to sequence discovery. Despite what it now tells this Court, Sands China did not inform Jacobs (or the Court, for that matter) that it was not going to search its own records for responsive documents. As far as Jacobs knew (from Sands China), Sands China was in the process of reviewing its documents in Macau. Then, shortly before the May 24, 2012, status conference, Sands China admitted that it had not even begun reviewing any documents in Macau. To clarify what Sands China's counsel was saying (because it was unbelievable), Jacobs' counsel specifically asked whether Sands China had even reviewed Jacobs' e-mails on the Sands China server (because that would have been the first, though not the only, review one would anticipate running). But, Sands China conceded that they had not reviewed any documents in Macau.

1 At the May 24, 2012, status conference, Sands China tried to rationalize this conduct and
2 focused on Jacobs' e-mails in Macau, claiming that it was merely taking a wait-and-see approach
3 with respect to what documents Jacobs possessed. True to form, Sands China claimed that it
4 should be allowed to wait and see what Jacobs produces because "Why would we do it [produce
5 the same documents] twice?" (Ex. 6, Hr'g. Tr., May 24, 2012, 14:1.) This Court flatly rejected
6 Sands China's attempt to avoid searching its own records by staggering discovery:

7 *We do not stagger discovery obligations, period, end of story. The*
8 *only time I stagger discovery obligations is where I have expert*
9 *issues where I know the expert opinions are dependent on others,*
10 *and then I frequently stagger them. I do not stagger initial discovery*
11 *disclosures. And having someone tell me they're not going to*
12 *begin the search of their own email server until they've had a*
13 *chance to review Mr. Jacobs's email off of his laptop is not an*
14 *appropriate response.*

15 (*Id.*, 15:9–17 (emphasis added).)

16 This Court's instructions were hardly ambiguous. The Court did not say – and has never
17 said – that Sands China had only to review Jacobs' emails on the Macau server. At no point in
18 time did this Court indicate to Sands China that it was permissible to not search for documents in
19 Macau, whether they were ESI for which Jacobs was the custodian or some other custodian on the
20 long ago agreed custodian list. (Ex. 7, Ltrs. dated June 23 & July 20, 2011 from J. Colby
21 Williams to J. Jones and S. Ma re Sands China and LVSC custodians.) After all, this Court's
22 jurisdictional discovery order includes the time frame after Jacobs' termination up until the time
23 the Complaint was filed. Sands China did not get to wait. It was told by this Court to search for
24 responsive documents in Macau and it knew it.¹ This Court gave Sands China explicit directions
25 in May of this year. Yet, Sands China now admits that it has yet to review a single document in
26 Macau to in any way comply with its discovery obligations and this Court's directives.

27 ¹ Of course, it is this directive and revelation that prompted Defendants to admit that they
28 had shipped multiple data sources to the United States a year earlier. Even now however,
Defendants appear to concede that they did not even search all of those data sources (e.g., Luis
Melo), but have unilaterally deemed that they are only obligated to search emails for which
Jacobs was a custodian. This incredibly narrow approach is absurd, since it would mean that
only e-mails sent to or from Jacobs would have any bearing on jurisdiction. This is so obviously
not so.

1 **C. Sands China And LVSC Hide Behind The PDPA And Conceal Multiple Data**
2 **Sources For Over A Year.**

3 LVSC and Sands China have argued that they should not have to produce responsive
4 documents because of the MPDPA. They claim that the process for compliance with the act is
5 too onerous. Sands China even continued to assert the MPDPA as an excuse for noncompliance
6 after the revelations of their ongoing deception for data long ago transmitted to the United States.
7 Remarkably, it continued to advance this excuse despite this Court's rather explicit instruction as
8 far back as June 9, 2011 on how Sands China should proceed with regard to the MPDPA defense
9 (*i.e.*, provide a log of implicated documents). Of course, Sands China has never provided a log of
such documents in this action.

10 This Court *sua sponte* scheduled a sanctions hearing focusing upon Defendants' lack of
11 candor to this Court about the true location of material evidence. Contrary to the current wishful
12 thinking of LVSC and Sands China, this Court made clear that its hearing was without prejudice
13 to any rights of Jacobs to seek additional relief pursuant to NRCP 37. During the multiple status
14 conferences leading up to the sanctions hearing, this Court made clear that the limited scope of
15 its hearing, and thus would not allow Jacobs to further explore areas that might be appropriate
16 under Rule 37 until he filed his own motion. (Ex. 8, Hr'g. Tr., June 28, 2012, 37:12–38:6,
17 39:23–40:7 (emphasis added); Ex. 9, Hr'g. Tr., July 3, 2012, 8:21–10:22, 11:24–12:6; Ex. 10,
18 Hr'g. Tr., July 10, 2012, 21:21–22:3, 29:13–23; Ex. 11, Hr'g. Tr., Aug. 2, 2012, 30:19–24;
19 Ex. 12, Hr'g. Tr., Aug. 29, 2012, 11:21–25; 21:18–22:5, 24: 5–17.)

20 And if there were still any doubt, the Court clarified in the opening minutes of its
21 evidentiary sanctions hearing that:

22 The Court: *This hearing is not intended to infect [sic] any rights that Mr.*
23 *Jacobs may have related to Rule 37 sanctions relating to these*
24 *same issues.*

25 *I have previously informed all counsel that I anticipate a*
26 *separate motion with be filed by Mr. Jacobs' counsel.* For that
27 reason, if Mr. Jacobs' counsel appears to exceed the scope of the
28 hearing that has been scheduled, I may limit that examination, as it
 may be more appropriate for the anticipated Rule 37 motion which
 will be scheduled in conjunction with your Rule 37 motion.

1 (Ex. 13, Hr'g. Tr., Sept. 10, 2012, 5:12–21 (emphasis added).) In fact, Defendants used the
2 Court's bifurcated approach to their advantage, objecting to certain witnesses and lines of
3 questioning because they were "more appropriate" for Jacobs' Rule 37 sanctions motions, which
4 Defendants would "have to deal with" at a later date. (Ex. 12, Hr'g. Tr., Aug. 29, 2012, 14:11–
5 15.25.)

6 After three days of testimony from Defendants' attorneys, as well as LVSC's Rule 30(b)(6)
7 witness, Manjit Singh, the Court found that the MPDPA, as an obstacle to discovery, was
8 something facilitated by the Defendants themselves "during the course of this ongoing
9 litigation . . . with an intent to prevent the disclosure of [Jacobs'] data as well as other data."
10 (Ex. 14, Decision & Order dated Sept. 14, 2012, 6:18–20.) As such, and in addition to other
11 sanctions imposed as a result of the "varying degrees of willfulness demonstrated by the
12 Defendants and their agents in failing to disclose [Jacobs'] data," this Court ordered that:

13 For purposes of jurisdictional discovery and the evidentiary hearing
14 related to jurisdiction, *Las Vegas Sands and Sands China will be*
15 *precluded from raising the MDPA as an objection or as a defense*
to admission, disclosure or production of any documents.

16 (*Id.*, 8:20–23 (emphasis added).) Jacobs naively believed that, in light of the Court's explicit and
17 unequivocal finding, Sands China and LVSC would then start complying with their discovery
18 obligations and produce documents.

19 **D. Jacobs Brings His Rule 37 Motion, Exposing What is Now Confirmed as an**
20 **Ongoing Refusal to Produce Documents.**

21 Jacobs had no reason to believe that Defendants were going to flaunt even this Court's
22 sanctions order; that is, until the October 30, 2012 status check. At that hearing, counsel for
23 LVSC and Sands China made reference to the fact that they would soon be going to Macau to
24 review documents. Immediately after that hearing, Jacobs' counsel sent an email asking for a
25 clarification as to the statement:

26 I was pondering on my drive back from court and wanted to follow
27 up on something you said at the status conference. You mentioned
28 that you (meaning Defendants' counsel) were going to Macau to
review documents. We were under the impression, for whatever
reason, that this review process in Macau had already begun. Can
you please confirm (1) if documents in Macau have been reviewed

1 for jurisdiction yet; and (2) when you (or whomever attorney for
2 Defendants) will be going to Macau for the document review you
3 referenced? Among other things, this may facilitate
4 planning/scheduling.

5 (Ex. 15, Spinelli e-mail dated Oct. 30, 2012.) That the response received that very same day
6 actually ignored the question posed was telling:

7 Steve Peek and I are requesting a meet-and-confer with your firm to
8 go over the scope of our ESI review for SCL, which, I understand,
9 is required by the June 23, 2011 Stipulation and Order Regarding
10 ESI Discovery. Specifically, *we need to reach an agreement
11 during the meeting as to the custodians for whom information
12 should be reviewed and the search terms to be used to identify
13 potentially responsive jurisdictional information from those
14 custodians.* We would request the meeting this Thursday or Friday,
15 and will make ourselves available on those dates at your
16 convenience.

17 (Ex. 16, M. Jones e-mail dated Oct. 30, 2012 (emphasis added).) Jacobs knew this request to be
18 nonsensical, as the parties had over a year earlier identified the records custodians in Macau.

19 (Ex. 7.) It was obvious to Jacobs that Sands China was looking to create an excuse or
20 justification for the fact that it had not even reviewed documents, conduct that this Court had long
21 ago rejected.² Accordingly, Jacobs filed his motion pursuant to NRCP 37 noting that the
22 campaign of noncompliance by Sands China and LVSC was continuing even after this Court's
23 sanctions ruling.

24 **E. Defendants' Motion for Protective Order Only Confirms The Ongoing Lack**
25 **of Candor And Compliance.**

26 In response to Jacobs' NRCP 37 Motion, Sands China recognized that it needed to try and
27 get in front of this problem and chose to do so by now seeking a protective order on an Order
28

² Jacobs' belief that this October 30 e-mail was an attempt to create an excuse has been
proven correct. Sands China states in its brief that it never had any intention or obligation to
search for documents in Macau (other than for those in which Jacobs was the custodian). If that
was true, then there is absolutely no legitimate reason why the very same counsel would send an
e-mail claiming that the parties needed to reach agreement on the custodians to search. Sands
China knew full well it was required to search for documents other than those for which Jacobs
was the custodian and was simply setting up the excuse – the identification of custodians – for
never having done so. Sands China also claims that Jacobs' counsel refused to assist with search
terms, a blatantly untrue statement. (E.g., Ex. 18, emails exchanges re Defs.' search terms.)

1 Shortening Time.³ But even Jacobs could not have foreseen the latest excuse proffered by LVSC
2 and Sands China.

3 It turns out that the representation made on October 30, 2012, about going to Macau to
4 review documents, was not exactly accurate. Instead, what LVSC and Sands China now say is
5 that they went to Macau on November 6, 2012, to try and persuade Macau's Office of Personal
6 Data Protection ("OPDP") that it should allow attorneys for Sands China to *start the process of*
7 *reviewing documents in Macau*. Contrary to all prior representations that have been made to this
8 Court at hearings, in briefs, and even in sworn testimony – how Sands China counsel was
9 permitted to review documents – but they needed to do so in Macau, LVSC and Sands China now
10 tell this Court that *even before the sanctions hearing* they knew that not even Sands China
11 attorneys would be allowed *to even review*, much less produce, documents in Macau. So much
12 for full disclosure and candor to the Court.

13 Plainly, Sands China and LVSC did not want this Court to know the true status of their
14 noncompliance, even at the time of the sanctions hearing. So they once again withheld material
15 information at the very same time that the Court was making decisions and ruling upon matters of
16 Defendants' candor. With this latest revelation and excuse, Sands China now says that it did not
17 even get authorization to "start" the process of reviewing documents in Macau until November
18 29, 2012, less than two weeks before they filed their Motion for Protective Order. Indeed, from
19 the correspondence attached to their motion, it appears Sands China did not even make a request
20 of the OPDP until November 14, 2012.⁴

21
22
23
24 ³ Of course, this begs an obvious question: If Sands China had never had an obligation to
25 respond, why would it file for a protective order?

26 ⁴ Indeed, a review of the correspondence that Sands China and LVSC provided for the first
27 time as exhibits to Sands China's motion does not even appear to support their characterization of
28 what the OPDP has allowed. This is on top of the fact that Sands China and LVSC are once again
engaged in selective production of documents, not providing all copies of correspondence that
they have had with the Macau government on this issue; just the ones they want to. They only
want this Court and Jacobs to see what they think helps their strategy and that is an unacceptable
practice.

1 Of course, it is lost on no one what LVSC and Sands China are really arguing. They still
2 justify the lack of review and production of documents in Macau upon the existence of the
3 MPDPA, in plain violation of this Court's sanctions order entered several months ago.

4 **III. ANALYSIS**

5 Whether in reply to his motion for sanctions or an opposition to Sands China's motion for
6 protective order, the end the result is the same: Sands China is, and has always been obligated to
7 review and produce all of its documents are responsive to Jacobs' jurisdictional discovery
8 requests, even if those documents are in Macau.

9 **A. Defendants Have Once Again Transgressed Their Duty of Candor To The**
10 **Court And Compliance With Discovery.**

11 For any other litigants, the lack of forthright disclosure to this Court and Jacobs would be
12 startling. Unfortunately, for LVSC and Sands China it is not. They did not want this Court or
13 Jacobs to know the true status of Sands China's document review – the complete lack thereof –
14 that was occurring even before this Court's sanction hearing. They omitted disclosing to this
15 Court – despite repeatedly testifying how it was only Sands China's counsel who could begin
16 reviewing the documents – that they purportedly have been told that not even Sands China's
17 attorneys can review documents in Macau, and that the review process had not even commenced
18 as a result!

19 Recall the testimony that was proffered at this Court's sanctions hearing. While there are
20 numerous instances where Sands China and LVSC's counsel represented that Sands China's
21 lawyers had to go to Macau to review documents, and did so, the most recent representation of
22 this was on the first day of this Court's evidentiary hearing on sanctions:

23 [PATTY GLASER]: I think we reported to the Court what we
24 were doing. We sent lawyers to Macau. And I --

25 THE COURT: Yeah, you did that. You were part of that.

26 [PATTY GLASER]: And I --

27 THE COURT: And there was 2 to 13 terabytes of information
28 that had to be reviewed.

1 [PATTY GLASER]: And it was done in Macau. And we sent
2 a team of lawyers to do it. That's a fact. So if you're asking
3 what did we do, we spent a lot of money, the client money, and
4 we sent lawyers over to Macau to review documents in Macau
5 because we were told those documents couldn't be reviewed
6 anywhere else.

7 (Ex. 13, Hr'g Tr., Sept. 10, 2012, 47:8-20.)

8 But now LVSC and Sands China say that they knew as early as August of 2012 (*before*
9 the sanctions hearing) that the OPDP was not allowing Sands China's counsel even to review
10 documents in Macau. They also knew this on October 30, 2012, when they told this Court how
11 they were going to Macau to review documents (and thus purportedly needed to push back the
12 scheduling of the jurisdictional evidentiary hearing). In truth, they were not going to Macau to
13 review documents. The process had not even begun and the protocol for doing so had not even
14 been established. But, of course, being candid with the Court and Jacobs before the sanctions
15 hearing – where the truth about the complete stalemate in the review and production of documents
16 in Macau would have been known – would not have served LVSC or Sands China's interests.
17 Once again, LVSC and Sands China withheld information because they wanted the Court to make
18 a decision based upon something less than the truth.

19 Jacobs will not burden this Court by fully reciting all of the authorities yet again that
20 preclude this sort of nondisclosure. The law is well settled that a party may not withhold material
21 information from the Court in the hopes that it will enter a more favorable ruling.

22 Nevada Rule of Professional Conduct ("NRPC") 3.3(a)(1) provides that "a lawyer shall
23 not knowingly [m]ake a false statement of fact or law to a tribunal *or fail to correct a false*
24 *statement of material fact or law previously made to the tribunal* by the lawyer." (emphasis
25 added). Officers of the court have a "continuing duty to inform the Court of any development
26 which may conceivably affect the outcome of litigation." *Bd. of License Commissioners of Town*
27 *of Tiverton v. Pastore*, 469 U.S. 238, 240 (1985) (quoting *Fusari v. Steinberg*, 419 U.S. 379, 391
28 (1975)) (Burger, C.J. concurring). Importantly, the duty of candor applies "even if compliance
requires disclosure of [confidential] information otherwise protected by Rule 1.6."

The Nevada Supreme Court succinctly held that "lawyers *must not make a false*
statement of fact or law to a tribunal, fail to correct a false statement of material fact or law

1 *previously made to the tribunal by the lawyer, or offer evidence that the lawyer knows to be*
2 *false."* *Bahena v. Goodyear Tire & Rubber Co.*, 245 P.3d 1182, 1185 (Nev. 2010) (emphasis
3 added). Attorneys are expected to and must bring "directly before the Court all those conditions
4 and circumstances which are relevant in a given case." *United States v. Shaffer Equip. Co.*, 11
5 F.3d 450, 457 (4th Cir. 1993). This behavior preserves rather than destroys the integrity of the
6 judicial system. *See id.*

7 In light of these recent revelations, it is now more than obvious that Sands China is further
8 away from discovery compliance than it was when this Court convened its sanctions hearing.
9 Sands China and LVSC simply did not want this Court to know that fact so they again withheld
10 information.

11 **B. Defendants Also Have Again Violated Orders Of This Court In**
12 **Contravention Of Rule 37.**

13 Hoping to gloss over this latest nondisclosure, LVSC and Sands China instead attempt to
14 quibble over whether their conduct violates an actual order of this Court. They claim that there is
15 no "specific discovery order that defendants purportedly violated" and thus there can be no legal
16 predicate for Rule 37 sanctions. (Defs.' Opp'n to Sanctions Motion, 10:6-7). But again, LVSC
17 and Sands China are wrong on both the law and the facts.

18 The most obvious violation is Defendants' continued attempt to hide behind the MPDPA
19 despite this Court's sanctions order precluding them from doing so. Sands China and LVSC
20 blatantly try to circumvent this Court's order by claiming that they did not understand it to
21 preclude them from complying with the procedures for production under the MPDPA before they
22 were obligated to ever start producing documents.⁵ (Defs.' Mot. for Protective Order, 17:26-28.)

23 Of course, this is directly in conflict with this Court's order. They were already told that
24 they are "precluded from raising the MPDPA as an objection or as a defense to admission,

25 _____
26 ⁵ The same would be true for any absurd suggestion by LVSC and Sands China that they clearly
27 understood this Court's sanctions order to apply to the documents that were already in the United States.
28 This too would completely neuter this Court's order because even they concede that the MPDPA does not
apply to those documents that they previously brought to the United States. No matter how the Defendants
cut it, they are doing everything they can to not comply with this Court's ruling or their discovery
obligations.

1 disclosure or production of any documents." (Ex. 14, 8:20-23.) And what did Sands China and
2 LVSC do in response to this order? They did nothing. They did not go to Macau and even search
3 for records. They did not disclose to this Court that they had not even begun that process.
4 Instead, they now claim that they should not be required to produce any documents in Macau, and
5 for what few documents they believe they are obligated to review, they should still be allowed to
6 assert the "protocol" under the MPDPA as a justification for nonproduction. In other words, this
7 Court's order is utterly meaningless to Sands China and LVSC.

8 "Rule 37(b)(2) authorizes this Court to impose sanctions against any party that willfully
9 violates a discovery order of the court." Moreover, "it is clear that courts have broadly interpreted
10 the authority granted by Rule 37(b)(2) to permit sanctions for failures to obey a wide variety of
11 orders intended to permit discovery." *Victor Stanley, Inc. v. Creative Pipe, Inc.*, 269 F.R.D. 497,
12 520 (D. Md. 2010 (listing cases)). For example, the term "discovery order of the court" includes
13 court-issued orders such as ESI protocols and preservation orders. *Id.* As the court in *Victor*
14 *Stanley, Inc.* explained:

15 On its face, Rule 37(b)(2) permits sanctions for disobedience of "an order to
16 *provide or permit discovery*, including an order under Rule 26(f), 35, or 37(a).
17 The rule does not define what is meant by "provide or permit" discovery, but the
18 advisory committee's notes to Rule 37 reflect that subsection (b) was amended in
19 1970 to broaden the ability of a court to sanction for a violation of discovery. The
20 Advisory Committee observed that "[v]arious rules authorize orders for discovery
21 – e.g., Rule 35(b)(1), Rule 26(c) as revised, Rule 37(d). Rule 37(b)(2) should
22 provide comprehensively for enforcement of all these orders.

23 *Victor Stanley, Inc.*, 269 F.R.D. at 519 (emphasis in original). In the end, the court concluded:

24 ***[T]his Court has the authority to impose Rule 37(b)(2) sanctions, if otherwise
25 appropriate, for violations of a Court-issued preservation order, even if that
26 order does not actually order the actual production of the evidence to be
27 preserved. Additionally, of course, the Court's authority to impose Rule 37(b)(2)
28 sanctions for violation of its serial orders to actually produce ESI, is equally
clear.***

Id. at 520 (emphasis added).

25 In this case, there can be no serious debate that Defendants violated this Court's Order
26 Regarding ESI Discovery (the "ESI Protocol"). Pursuant to the ESI Protocol,

27 The Parties must act with ***reasonable diligence to identify and produce***
28 ***responsive***, non-privileged active ESI stored as active data that is ***in their***
possession, custody or control, notwithstanding its location, format or medium, as
provided by this Stipulation and subject to applicable law.

1 (ESI Protocol, 2:11–14 (emphasis added), on file with the Court.) However, Defendants clearly
2 did not "act with reasonable diligence" to produce responsive ESI that was in their possession,
3 custody or control.

4 As the Nevada Supreme Court has explained, Rule 37's use of the term "discovery order of
5 the court" also includes a court's "express oral admonition." *Young v. Johnny Ribeiro Bldg., Inc.*,
6 106 Nev. 88, 92, 787 P.2d 777, 779 (1990) (noting the district court's "express oral admonition to
7 [the plaintiff] to rectify any inaccuracies in his deposition testimony suffice[d] to constitute an
8 order to provide or permit discovery under NRCp 37(b)(2)."). In this way, Defendants may be
9 sanctioned for failing to follow this Court's oral instructions – which, given the numerous
10 hearings and conferences this Court has held in this case, has happened more times than Jacobs
11 can count.

12 **C. The Defendants' Other Excuses For Noncompliance Are Equally As Hollow.**

13 Cognizant that continue to defy this Court's orders, Sands China and LVSC now claim that
14 the Court should provide them with protection against further discovery obligations, claiming that
15 even though they do not know what documents are in Macau, they are "likely" duplicative of
16 everything else they have already produced. Furthermore, they claim that it is simply too costly
17 and burdensome to now require them to actually review documents in Macau. In other words,
18 Defendants want to be rewarded for their long-standing stalling and obstruction by having the
19 Court throw up its hands and say enough is enough, and now Sands China and LVSC should be
20 excused from having to comply.

21 Indeed, Defendants have the audacity to claim that they should be excused from
22 compliance because they have never intended to search for any documents in Macau, except those
23 few for which Jacobs was the custodian and that were already sent to the United States nearly two
24 years ago. For this fanciful justification, they tell this Court that "[f]or months, the parties have
25 had a dispute – which Plaintiff does not even acknowledge in his Motion for Sanction – about
26 whether SCL has an obligation to search its ESI for documents beyond those for which Jacobs
27 was the custodian." (Defs.' Mot. for Protective Order, 7:2–5.) But counsel for LVSC and Sands
28

1 China prove that theory themselves.⁶ In fact, just days before filing the Motion, Sands China's
2 new counsel contacted Jacobs' counsel to "*reach an agreement . . . as to the custodians for*
3 *whom information should be reviewed and the search terms to be used to identify potentially*
4 *responsive jurisdictional information from those custodians.*" (Ex. 16 (emphasis added).)

5 If the parties had long ago understood and agreed that LVSC and Sands China would not
6 be producing any documents from any custodians other than Jacobs, there would be no need or
7 purpose to send an e-mail requesting a meet and confer as to the identity of all the custodians. Of
8 course, this was simply a ruse since they had known the identity of the Macau custodians for over
9 a year. (Ex. 7.) Sadly, LVSC and Sands China are simply looking to manufacture an excuse for
10 having not complied with this Court's orders or their discovery obligations.

11 Nor can Sands China be taken serious in their suggestion that "any ESI discovery in
12 Macau would likely be 'cumulative or duplicative' of the discovery that [Jacobs] has already
13 received from LVSC." (Defs.' Mot. for Protective Order, 19:13-14.) Even if Sands China's
14 documents are not cumulative or duplicative of what Jacobs received from LVSC, no further
15 production is necessary "because [Jacobs] already has all of the evidence he needs (and more) to
16 make whatever arguments he chooses to make on the limited issue of jurisdiction."
17 (*Id.*, 19:17-18.) In other words, according to Defendants, Sands China should not have to review
18 and produce its documents because Jacobs already has everything, and even if he doesn't, he has
19 enough.

20 To begin, Sands China has an independent duty to participate in jurisdictional discovery
21 and produce documents responsive thereto. Indeed, "the obligation to respond to discovery is
22 independent of any discovery or disclosure obligation an opposing party may have." *Ward v. Am.*
23 *Pizza Co.*, 279 F.R.D. 451, 458 (S.D. Ohio 2012); *see also* NRCP 34 (requiring that "[t]he party
24 upon whom the request is served shall serve a written response within 30 days after the service of
25 the request."). This is not only the law, it is the law of this case. The Court explained to Sands
26

27 ⁶ If there were such a dispute, Defendants had plenty of opportunities to notify Jacobs. For
28 example, after they produced "Defendants' Supplemental Privilege Log" on October 16, Jacobs sent a letter
asking Defendants to clarify whether the documents identified in that privilege log were originally in the
possession, custody or control of LVSC or Sands China. Neither Defendant responded to that letter.

1 China back in May that "we do not stagger discovery obligations, period, end of story." (Ex. 6,
2 Hr'g. Tr., May 24, 2012, 15:9–17.) Sands China has known for months that it was "not
3 appropriate" to wait and see what another party produced before reviewing and producing its own
4 documents. (*See id.*) However, that is exactly what Sands China did, and what Defendants now
5 ask this Court to ratify by granting their Motion. The Court should not overrule itself just because
6 Sands China went and did it anyway.

7 Even if the Court allowed Sands China to stagger its discovery, Sands China still falls
8 woefully short of its discovery obligations under NRCP 26 as modified by this Court's order on
9 jurisdictional discovery. Although Sands China tells this Court that "any ESI discovery in Macau
10 would likely be 'cumulative or duplicative' of the discovery that [Jacobs] has already received
11 from LVSC," Sands China has no basis to say that because it still has *never* reviewed the
12 documents in its possession, custody or control. A party cannot meet its discovery obligations
13 "by sticking its head in the sand and refusing to look for the answers and then saying it does not
14 know the answer." *In re Indep. Serv. Org. Antitrust Litig.*, 168 F.R.D. 651, 653 (D. Kan. 1996).

15 Nevertheless, for seven months Sands China stuck its head in the sand and refused to
16 review or produce its documents from Macau. Then, when it is caught, Sands China claims that it
17 does not even have to review – let alone produce – its documents because it thinks they are
18 "likely" duplicative or cumulative of LVSC's documents. No. As one court faced with this same
19 argument explained: "*Just because the deponents 'likely' have the same documents doesn't*
20 *make it so*, and a reasonable search for potential documents not previously reviewed justifies any
21 duplicative work invariably done in the process." *Sound Sec., Inc. v. Sonitrol Corp.*, CIV.3:08-
22 CV-05350-RB, 2009 WL 1835653 (W.D. Wash. June 26, 2009) (emphasis added).

23 The only "evidence" Sands China provides in support of its claim of duplicative or
24 cumulative discovery is a hypothetical situation where "the SCL end of an email had been sent to
25 someone at SCL by an LVSC executive (or vice versa)," allowing LVSC to produce its version of
26 that e-mail. (Defs.' Mot. for Protective Order, 12:10–11.) Assuming this were true, and that
27 LVSC has produced all e-mails that ever touched an employee of Sands China, Defendants still
28 have not addressed all of the internal e-mails that were not sent to or from an employee of LVSC.

1 Indeed, prior to the Nevada Supreme Court's stay, Jacobs and Sands China prepared a list of over
2 twenty custodians in Macau whose documents Sands China agreed to search and produce to
3 Jacobs. (*See* Ex. 7.) These custodians were employees of Sands China, not LVSC. As a result,
4 LVSC's production of documents would not have included any of these employees' e-mails, not to
5 mention all of the hard files located in these employees' offices in Macau.

6 Next, Defendants claim that Jacobs does not need Sands China's internal communications
7 and documents because "Defendants [*e.g.*, LVSC] have produced all contracts between SCL and
8 LVSC during the period in question, including a shared services agreement pursuant to which
9 LVSC provided SCL with certain procurement and other services." (Defs.' Mot. for Protective
10 Order, 20:9–11; *see also id.*, 9:15–21 (Sands China claiming that this Court limited jurisdictional
11 discovery to "the actions of individuals acting directly for SCL (such as Messrs. Adelson or
12 Leven, when they are wearing their SCL "hats").)

13 Again, even if LVSC has produced all of the contracts and documents related to LVSC's
14 actions on behalf of Sands China, Defendants ignore Jacobs' other theories of personal
15 jurisdiction. For instance, Jacobs intends to argue that Sands China had independent minimal
16 contacts with the State of Nevada, separate and apart from anything LVSC did on behalf of Sands
17 China in Nevada. (Ex. 17, Hr'g Tr., Sep. 27, 2011, 44:1–2; *see also* Jacobs' First Set of Reqs. for
18 Prod. of Docs. to Sands China (requesting documents related to Sands China's direct contacts and
19 communications with BASE Entertainment, Cirque du Soleil, Bally Technologies, Inc., potential
20 lenders for Parcels 5 and 6, designers and developers for Parcels 5 and 6, and Nevada gaming
21 regulators).) By its very nature, then, evidence of Sands China's direct contacts with Nevada
22 would have to come from Sands China, not LVSC. Really, this is just another attempt to define
23 and then limit Jacobs' theories of personal jurisdiction, and nothing more.

24 Finally, Sands China claims that even if it has additional, responsive documents in Macau,
25 it should not have to spend time and money producing them "because [Jacobs] already has all of
26 the evidence he needs (and more) to make whatever arguments he chooses to make on the limited
27 issue of jurisdiction." (Defs.' Mot. for Protective Order, 19:17–18.) Defendants cannot be
28 serious. First, they ask this Court to limit Jacobs' theories of personal jurisdiction. Now, they ask

1 this Court to limit the amount of evidence Jacobs may use to prove his theories. Sands China
2 cannot refuse to produce documents simply because it believes Jacobs has enough evidence to
3 prove his theories. *See Scruggs v. Int'l Paper Co.*, 278 F.R.D. 698, 701 (S.D. Ga. 2012) (granting
4 a motion to compel and sanctioning a party who refused to allow further discovery because "it
5 opined [the plaintiff] now has enough information that further discovery is unnecessary").

6 In a last ditch effort to avoid Sands China's discovery obligations (and thus Jacobs'
7 sanctions motion), Defendants claim that they have already spent "more than \$2.3 million" and
8 produced "approximately 148,000 pages of documents" during jurisdictional discovery. (Defendants'
9 Mot. for Protective Order, 6:15, 24:5-7.) Notably, however, Sands China has only produced 55
10 pages of documents (only 15 actual documents) in this case. As a result, whatever has been spent
11 and 148,000 pages of documents came from LVSC, not Sands China. In this light, Defendants'
12 argument makes no sense. Why would Sands China be excused from jurisdictional discovery
13 based on what LVSC has supposedly done? In the irony of all ironies, Sands China tells this
14 Court to consider it as being one with LVSC for purposes of jurisdictional discovery, but not
15 personal jurisdiction. Sands China wants to have its cake and eat it, too.

16 In the end, Sands China has an independent obligation to produce documents in its
17 possession, custody and control that are responsive to jurisdictional discovery. And this makes
18 sense, given the fact that Sands China is the reason why the parties (and this Court) are still here
19 arguing over personal jurisdiction in the first place. But none of this is new to Sands China,
20 whose counsel just reached out to Jacobs' counsel to "reach an agreement . . . as to the custodians
21 for whom information should be reviewed and the search terms to be used to identify potentially
22 responsive jurisdictional information from those custodians." (Ex. 16 (emphasis added).) This
23 whole exercise is aimed at offering some sort of justification for why Sands China still has not
24 reviewed or produced documents from Macau. There is no justification, which is apparent based
25 on Defendants' nonstarter of a Motion.

D. Severe Sanctions Are Appropriate For The Pervasive and Ongoing Noncompliance.

LVSC and Sands China have the audacity to tell this Court that there is no factual or legal basis for the imposition of sanctions against them. (*See generally* Defs.' Opp'n to Mot. for Sanctions.) They make this assertion despite now admitting that they have conducted *no search whatsoever for documents in Macau*. They make this assertion despite not informing this Court that *they do not even have a protocol in place in Macau to review the documents*. They make this assertion despite the fact that they now acknowledge that even before the sanctions hearing, *they knew they had not even established a means by which to review the documents in Macau and allowed witnesses to testify how only Sands China's counsel could review documents in Macau*. And, they make this assertion despite their continued use of the MPDPA as a justification for not reviewing and producing documents and discovery *despite this Court's explicit ruling that they would not be allowed to use this as a defense for nonproduction of documents*.

To add insult to injury, Defendants now claim that this campaign of nondisclosure and concealment has caused no prejudice to Jacobs. Unremarkably, the law is otherwise. LVSC and Sands China have purposefully sabotaged jurisdictional discovery in this case, including their most recent acknowledgement that they have not even begun the search for documents in Macau (and claim they don't have to or shouldn't be required to) and their concealment of that fact from both this Court and Jacobs.

IV. CONCLUSION

One would have thought that as soon as Defendants were sanctioned for hiding documents from Jacobs and the Court, Defendants would have done everything they could do to comply with jurisdictional discovery in this case. Unfortunately, one would be wrong. Sands China sat back for seven months and did nothing – it did not review its documents and it did not produce its documents. Then, when Jacobs tells the Court all of this, Sands China comes up with an excuse (which it claims has been disputed for months) that somehow Sands China is no longer required to review or produce its documents from Macau. What's more, Defendants put this new theory in a Motion for Protective Order, hoping to give it some air of legitimacy. Nonsense. This is just

1 another excuse created after-the-fact to hide from the Court what is really happening, or not
2 happening in Macau. The Court should deny Sands China's Motion for Protective Order and
3 reject Sands China's new claim that it is somehow, and for some reason no longer required to
4 participate in jurisdictional discovery -- which Sands China is solely responsible for in the first
5 place. This Court should also grant Jacobs' Motion for Sanctions and strike Sands China's
6 personal jurisdiction defense.

7 DATED this 17th day of December, 2012.

8 PISANELLI BICE PLLC

9
10 By: 

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12 Todd L. Bice, Esq., Bar No. 4534
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16 Attorneys for Plaintiff Steven C. Jacobs
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 17th day of December, 2012, I caused to be sent via e-mail true and correct copies of the above and foregoing **PLAINTIFF STEVEN C. JACOBS' REPLY IN SUPPORT OF MOTION FOR NRCP 37 SANCTIONS AND OPPOSITION TO DEFENDANTS' MOTION FOR A PROTECTIVE ORDER ON ORDER SHORTENING TIME** properly addressed to the following:

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An employee of PISANELLI BICE PLLC

EXHIBIT 1

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).

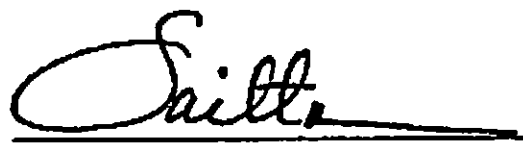
In MGM Grand, Inc. v. District Court, 107 Nev. 65, 807 P.2d 201 (1991), we held that jurisdiction over a nonresident corporation could not be premised upon that corporation's status as parent to a Nevada corporation. Similarly, the United States Supreme Court in Goodyear Dunlop Tires Operations, S.A. 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

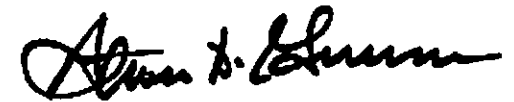

Hardesty, J.
Hardesty


Parraguirre, J.
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

EXHIBIT 2



CLERK OF THE COURT

ORDR

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Attorneys for Plaintiff Steven C. Jacobs

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

Case No.: A-10-627691

Dept. No.: XI

**ORDER REGARDING PLAINTIFF
STEVEN C. JACOBS' MOTION TO
CONDUCT JURISDICTIONAL
DISCOVERY and DEFENDANT SANDS
CHINA LTD.'s MOTION FOR
CLARIFICATION**

Date and Time of Hearings:

September 27, 2011 at 4:00 p.m.

October 13, 2011 at 9:00 a.m.

AND RELATED CLAIMS

Plaintiff Steven C. Jacobs' ("Jacobs") Motion to Conduct Jurisdictional Discovery ("Motion") came before the Court for hearing at 4:00 p.m. on September 27, 2011. James J. Pisanelli, Esq., and Debra L. Spinelli, Esq., of the law firm PISANELLI BICE PLLC, appeared on behalf of Jacobs. Patricia L. Glaser, Esq., of the law firm Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP, appeared on behalf of Defendant Sands China Ltd. ("Sands China"). J. Stephen Peek, Esq., of the law firm Holland & Hart LLP, appeared on behalf of Defendant

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1 Las Vegas Sands Corp. ("LVSC"). The Court considered the papers filed on behalf of the parties
2 and the oral argument of counsel, and good cause appearing therefor:

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion to Conduct
4 Jurisdictional Discovery is GRANTED IN PART and DENIED IN PART as follows:

5 1. GRANTED as to the deposition of Michael A. Leven ("Leven"), a Nevada
6 resident, who simultaneously served as President and COO of Las Vegas Sands Corp. ("LVSC")
7 and CEO of Sands China (among other titles), regarding the work he performed for Sands China,
8 and work he performed on behalf of or directly for Sands China while acting as an employee,
9 officer, or director of LVSC, during the time period of January 1, 2009, to October 20, 2010;¹

10 2. GRANTED as to the deposition of Sheldon G. Adelson ("Adelson"), a Nevada
11 resident, who simultaneously served as Chairman of the Board of Directors and CEO of LVSC
12 and Chairman of the Board of Directors of Sands China, regarding the work he performed for
13 Sands China, and work he performed on behalf of or directly for Sands China while acting as an
14 employee, officer, or director of LVSC, during the time period of January 1, 2009, to October 20,
15 2010;

16 3. GRANTED as to the deposition of Kenneth J. Kay ("Kay"), LVSC's Executive
17 Vice President and CFO, who, upon Plaintiff's information and belief, participated in the funding
18 efforts for Sands China, regarding the work he performed for Sands China, and work he
19 performed on behalf of or directly for Sands China while acting as an employee, officer, or
20 director of LVSC, during the time period of January 1, 2009, to October 20, 2010;

21 4. GRANTED as to the deposition of Robert G. Goldstein ("Goldstein"), a Nevada
22 resident, and LVSC's President of Global Gaming Operations, who, upon Plaintiff's information
23 and belief, actively participates in international marketing and development for Sands China,
24 regarding the work he performed for Sands China, and work he performed on behalf of or directly
25 for Sands China while acting as an employee, officer, or director of LVSC, during the time period
26 of January 1, 2009, to October 20, 2010;

27
28 ¹ This time period was agreed upon and ordered by the Court in the Stipulation and Order
Regarding ESI Discovery entered filed on June 23, 2011, and is also relevant to the limited
jurisdictional discovery permitted herein.

1 5. GRANTED as to a narrowly tailored NRCP 30(b)(6) deposition of Sands China in
2 the event that the witnesses identified above in Paragraphs 1 through 4 lack memory knowledge
3 concerning the relevant topics during the time period of January 1, 2009, to October 20, 2010;

4 6. GRANTED as to documents that will establish the date, time, and location of each
5 Sands China Board meeting (including the meeting held on April 14, 2010, at 9:00 a.m. Macau
6 Time/April 13, 2010, at 6:00 p.m. Las Vegas time), the location of each Board member, and how
7 they participated in the meeting during the period of January 1, 2009, to October 20, 2010;

8 7. GRANTED as to documents that reflect the travels to and from
9 Macau/China/Hong Kong by Adelson, Leven, Goldstein, and/or any other LVSC employee for
10 any Sands China related business (including, but not limited to, flight logs, travel itineraries)
11 during the time period of January 1, 2009, to October 20, 2010;

12 8. DENIED as to the calendars of Adelson, Leven, Goldstein, and/or any other LVSC
13 executive who has had meetings related to Sands China, provided services on behalf of
14 Sands China, and/or travelled to Macau/China/Hong Kong for Sands China business during the
15 time period of January 1, 2009, to October 20, 2010;

16 9. GRANTED as to documents and/or communications related to Michael Leven's
17 service as CEO of Sands China and/or the Executive Director of Sands China Board of Directors
18 without payment, as reported to Hong Kong securities agencies, during the time period of
19 January 1, 2009, to October 20, 2010;

20 10. GRANTED as to documents that reflect that the negotiation and execution of the
21 agreements for the funding of Sands China occurred, in whole or in part, in Nevada, during the
22 time period of January 1, 2009, to October 20, 2010;

23 11. GRANTED as to contracts/agreements that Sands China entered into with entities
24 based in or doing business in Nevada, including, but not limited to, any agreements with BASE
25 Entertainment and Bally Technologies, Inc., during the time period of January 1, 2009, to
26 October 20, 2010;

27 12. GRANTED as to documents that reflect work Robert Goldstein performed for
28 Sands China, and work he performed on behalf of or directly for Sands China while acting as an

1 employee, officer, or director of LVSC, during the time period of January 1, 2009, to October 20,
2 2010, including (on Plaintiff's information and belief) global gaming and/or international player
3 development efforts, such as active recruitment of VIP players to share between and among
4 LVSC and Sands China properties, and/or player funding;

5 13. GRANTED as to all agreements for shared services between and among LVSC
6 and Sands China or any of its subsidiaries, including, but not limited to, (1) procurement services
7 agreements; (2) agreements for the sharing of private jets owned or made available by LVSC; and
8 (3) trademark license agreements, during the time period of January 1, 2009, to October 20, 2010;

9 14. DENIED as to documents that reflect the flow of money/funds from Macau to
10 LVSC, including, but not limited to, (1) the physical couriering of money from Macau to
11 Las Vegas; and (2) the Affiliate Transfer Advice ("ATA"), including all documents that explain
12 the ATA system, its purpose, how it operates, and that reflect the actual transfer of funds;

13 15. GRANTED as to all documents, memoranda, emails, and/or other correspondence
14 that reflect services performed by LVSC (including LVSC's executives) on behalf of
15 Sands China, including, but not limited to the following areas: (1) site design and development
16 oversight of Parcels 5 and 6; (2) recruitment and interviewing of potential Sands China
17 executives; (3) marketing of Sands China properties, including hiring of outside consultants;
18 (4) negotiation of a possible joint venture between Sands China and Harrah's; and/or (5) the
19 negotiation of the sale of Sands China's interest in sites to Stanley Ho's company, SJM, during the
20 time period of January 1, 2009, to October 20, 2010;

21 16. GRANTED as to all documents that reflect work performed on behalf of Sands
22 China in Nevada, including, but not limited, documents that reflect communications with BASE
23 Entertainment, Cirque du Soleil, Bally Technologies, Inc., Harrah's, potential lenders for the
24 underwriting of Parcels 5 and 6, located in the Cotai Strip, Macau, and site designers, developers,
25 and specialists for Parcels 5 and 6, during the time period of January 1, 2009 to October 20, 2010;

26 17. DENIED as to documents, including financial records and back-up, used to
27 calculate any management fees and/or corporate company transfers for services performed and/or
28 provided by LVSC to Sands China, including who performed the services and where those

1 services were performed and/or provided, during the time period where there existed any formal
2 or informal shared services agreement;

3 18. GRANTED as to all documents that reflect reimbursements made to any LVSC
4 executive for work performed or services provided related to Sands China, during the time period
5 of January 1, 2009, to October 20, 2010;

6 19. GRANTED as to all documents that Sands China provided to Nevada gaming
7 regulators, during the time period of January 1, 2009 to October 20, 2010; and

8 20. DENIED as to the telephone records for cellular telephones and landlines used by
9 Adelson, Leven, and Goldstein that indicate telephone communications each had with or on
10 behalf of Sands China.

11 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the parties
12 are to abide by the Nevada Rules of Civil Procedure as it relates to the disclosure of experts, if
13 any, for purposes of the evidentiary hearing on personal jurisdiction over Sands China.

14 In addition, Defendant Sands China's Motion for Clarification of Jurisdictional Discovery
15 Order on Order Shortening Time ("Motion for Clarification") came before the Court for hearing
16 on 9:00 a.m. on October 13, 2011. James J. Pisanelli, Esq., and Debra L. Spinelli, Esq., of the
17 law firm PISANELLI BICE PLLC, appeared on behalf of Jacobs. Patricia L. Glaser, Esq., of the
18 law firm Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP, appeared on behalf of
19 Defendant Sands China, and J. Stephen Peek, Esq., of the law firm Holland & Hart LLP, appeared
20 on behalf of Defendant LVSC. The Court considered the papers filed on behalf of the parties and
21 the oral argument of counsel, and good cause appearing therefor:
22
23
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IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion for Clarification is GRANTED IN PART as follows:

1. The parties are only permitted to conduct discovery related to activities that were done for or on behalf of Sands China; and

2. This is an overriding limitation on all of the specific items requested in Jacob's Motion to Conduct Jurisdictional Discovery.

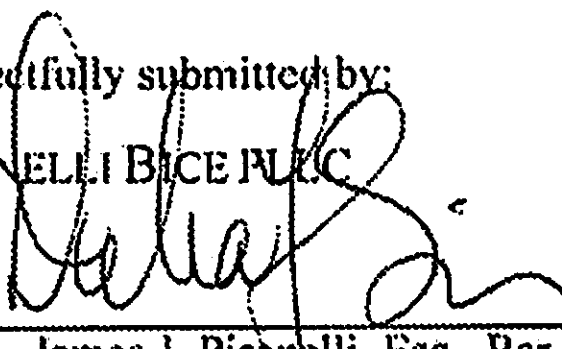
DATED: March 8, 2012


THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

PISANELLI BICE PLLC

By:

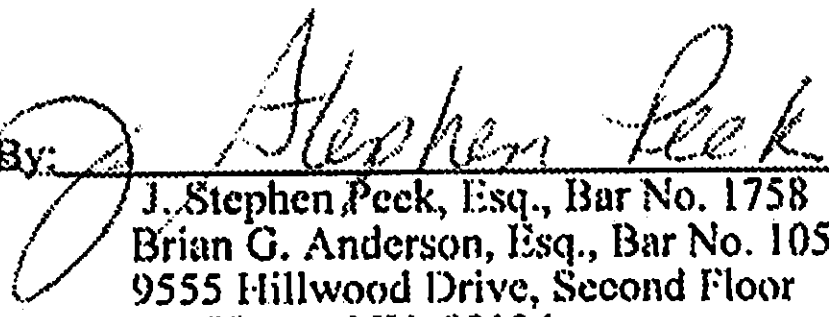

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Attorneys for Plaintiff Steven C. Jacobs

Approved as to form by:

HOLLAND & HART

By:


J. Stephen Peek, Esq., Bar No. 1758
Brian G. Anderson, Esq., Bar No. 10500
9555 Hillwood Drive, Second Floor
Las Vegas, NV 89134

Attorneys for Las Vegas Sands Corp.
and Sands China, Ltd.

EXHIBIT 3

1 **RPD**

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3 TLB@pisanellibice.com

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PISANELLI BICE PLLC

5 3883 Howard Hughes Parkway, Suite 800

Las Vegas, Nevada 89169

6 Telephone: (702) 214-2100

Facsimile: (702) 214-2101

7 Attorneys for Plaintiff Steven C. Jacobs

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 **STEVEN C. JACOBS,**

11 **Plaintiff,**

12 **v.**

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

16 **Defendants.**

17 **AND RELATED CLAIMS**

Case No.: A-10-627691

Dept. No.: XI

**PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS TO
SANDS CHINA, LTD. (Nos. 1-24)**

19 **TO: DEFENDANT SANCS CHINA, LTD.; and**

20 **TO: Patricia Glaser, Esq., Stephan Ma, Esq., Craig Marcus, Esq., Andrew D. Sedlock, Esq.;**

21 **GLASER WEIL, FINK, JACOBS, HOWARD, AVCHEN & SHAPIRO, LLP, its**

22 **Attorneys**

23 Pursuant to Rule 34 of the Nevada Rules of Civil Procedure, Plaintiff Steven C. Jacobs
24 ("Jacobs" and/or "Plaintiff") requests that Defendant Sands China Ltd. produce for inspection and
25 copying the documents described in these papers. Production shall occur within thirty (30) days
26 of service hereof, at the offices of PISANELLI BICE PLLC, 3883 Howard Hughes Parkway,
27 Suite 800, Las Vegas, Nevada, 89169.

DEFINITIONS AND INSTRUCTIONS

A. Definitions

1. **Communication.** The term "communication" means the transmittal of information (in the form of facts, ideas, inquiries or otherwise).

2. **Document.** The term "document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Nevada Rules of Civil Procedure. This term encompasses any written or paper material in Sands China Ltd.'s possession, under its control, available at the request of any of its agents or attorneys and includes without limitation any written or graphic matter of every kind or description, however produced or reproduced, whether in draft, in final, original or reproduction, signed or unsigned, and regardless of whether approved, sent, received, redrafted or executed, including but not limited to written communications, letters, correspondence, memoranda, notes, records, business records, photographs, tape or sound recordings, contracts, agreements, notations of telephone conversations or personal conversations, diaries, desk calendars, reports, computer records, data compilations of any type or kind, or materials similar to any of the foregoing, however denominated and to whomever addressed. "Document" shall exclude exact duplicates when originals are available, but shall include all copies made different from originals by virtue of any writings, notations, symbols, characters, impressions or any marks thereon.

3. **Person.** The term "person" is defined as any natural person or business, legal or governmental entity or association.

4. The terms "concerning," "related to," and "relating to" include "refer to," "summarize," "reflect," "constitute," "contain," "embody," "mention," "show," "compromise," "evidence," "discuss," "describe," "pertaining to" or "comment upon."

5. **All/Each.** The terms "all" and "each" shall be construed as all and each.

6. **And/Or.** The connectives "and/or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery requests all responses that might otherwise be construed to be outside of its scope.

1 7. Number. The use of the singular form of any word includes the plural and vice
2 versa.

3 8. You, Your, and/or Sands China. The terms "You," "Your," and "Sands China" are
4 synonymous and mean "Sands China, Ltd.," a defendant in this Action, and/or any of its
5 pre-incorporation, pre-spin-off, pre-IPO identities (e.g., LISTCO, NEWCO), subsidiary entities
6 and/or any other affiliated entities, as well as its owners, shareholders, officers, employees,
7 attorneys, accountants, agents, investigators, and/or anyone else acting on its behalf and/or its
8 direction and instruction.

9 9. Action. The term "Action" refers to the above-captioned matter entitled *Steven C.*
10 *Jacobs v. Las Vegas Sands Corp., et al.*, commenced in the Eighth Judicial District Court, Clark
11 County, Nevada, Case No. A-10-627691.

12 10. Parcels 5 and 6. The term "Parcels 5 and 6" refers to parcels of property owned by
13 Sands China located on the Cotai Strip.

14 B. Instructions.

15 1. If You contend that any document responsive to these requests is privileged or
16 otherwise beyond the scope of Rule 26 of the Nevada Rules of Civil Procedure, please identify
17 the document with the following information:

- 18 a. The type of document (e.g., report, letter, notes, notice, contract, etc.);
- 19 b. The number of pages it comprises;
- 20 c. The name of the person(s) who prepared or authored the document;
- 21 d. The name of the person(s) to whom the document was addressed,
22 distributed, and/or shown;
- 23 e. The date on the document purporting to reflect the date the document was
24 prepared or transmitted;
- 25 f. The general description of the subject matter of the document; and, if
26 applicable,
- 27 g. The name of the person(s) who asked that the document be prepared.
- 28

1 2. If You contend that only a portion of any document responsive to these requests is
2 privileged or otherwise not subject to production, please produce a copy of the document
3 redacting the privileged or objectionable portion. With respect to the redacted portion, to the
4 extent that the produced portion of the document does not do so, You should provide the same
5 information which would be provided if the entire document were withheld as privileged.

6 3. These requests reach all documents that are within Your possession, custody or
7 control if You have the legal right to obtain it, whether or not You now have physical possession
8 of it. Thus, You must obtain and produce all documents within the possession or custody of
9 people or entities over which You have control, such as attorneys, agents or others. If You have
10 knowledge of the existence of documents responsive to these requests but contend that they are
11 not within Your possession, custody or control, please provide the following information:

- 12 a. A description of the documents, including in the description as much detail
13 as possible;
- 14 b. The identity of the person or entity, including his, her or its address,
15 believed by You to have possession or custody of the document or any
16 copies of them at this time; and
- 17 c. A description of the efforts, if any, You have made to obtain possession or
18 custody of the documents.

19 4. These requests to produce shall be deemed to be continuing, and any additional
20 documents relating in any way to these requests to produce or Your original responses that are
21 acquired subsequent to the date of responding to these requests, up to and including the time of
22 trial, shall be furnished to Plaintiff promptly after such documents are acquired as supplemental
23 responses to these requests to produce.

24 REQUESTS

25 REQUEST NO. 1:

26 Please identify and produce all documents that reflect the date, time, and location of each
27 Sands China Board meeting (including the meeting held on April 14, 2010, at 9:00 a.m. Macau
28 Time/April 13, 2010, at 6:00 p.m. Las Vegas time), the location of each Board member who

1 participated in each and every meeting, and the manner/method by which each Board member
2 participated in each and every meeting, during the period of January 1, 2009, to October 20, 2010.

3 **REQUEST NO. 2:**

4 Please identify and produce all documents that reflect the travels to and from
5 Macau/China/Hong Kong by Sheldon G. Adelson for work performed on behalf of or directly for
6 Sands China (including, but not limited to, flight logs, travel itineraries) during the time period of
7 January 1, 2009, to October 20, 2010.

8 **REQUEST NO. 3:**

9 Please identify and produce all documents that reflect the travels to and from
10 Macau/China/Hong Kong by Michael A. Leven for work performed on behalf of or directly for
11 Sands China (including, but not limited to, flight logs, travel itineraries) during the time period of
12 January 1, 2009, to October 20, 2010.

13 **REQUEST NO. 4:**

14 Please identify and produce all documents that reflect the travels to and from
15 Macau/China/Hong Kong by Robert G. Goldstein for work performed on behalf of or directly for
16 Sands China (including, but not limited to, flight logs, travel itineraries) during the time period of
17 January 1, 2009, to October 20, 2010.

18 **REQUEST NO. 5:**

19 To the extent not produced in response to the preceding requests, please identify and
20 produce all documents that reflect the travels to and from Macau/China/Hong Kong by any LVSC
21 executive and/or employee for work performed on behalf of or directly for Sands China
22 (including, but not limited to, flight logs, travel itineraries) during the time period of January 1,
23 2009, to October 20, 2010.

24 **REQUEST NO. 6:**

25 Please identify and produce all documents and/or communications that reflect and/or are
26 related to Michael A. Leven's service as CEO of Sands China and/or the Executive Director of
27 Sands China Board of Directors, and/or the Special Assistant to the Board during the time period
28 of January 1, 2009, to October 20, 2010.

REQUEST NO. 7:

Please identify and produce all documents that reflect the location of the negotiation and execution of agreements related to the funding of Sands China, during the time period of January 1, 2009, to October 20, 2010, including, but not limited to, the raising of pre-IPO funds, the IPO, underwriting for sites 5 & 6, loan refinancing and/or covenant relief/term modifications pre-IPO, the services of Bank of China to bring in high net worth investors/gamblers to buy the Four Seasons Serviced Apartments, and the written proposal of Leonel Alves to obtain strata-title for the Four Seasons Apartments involving Beijing government officials.

REQUEST NO. 8:

Please identify and produce all contracts/agreements that Sands China (and/or any individual and/or entity acting for or on behalf of Sands China) entered into with individuals and/or entities based in or doing business in Nevada, including, but not limited to, any agreements with BASE Entertainment and Bally Technologies, Inc., construction, design, signage, retail mall operations, and/or banking during the time period of January 1, 2009, to October 20, 2010.

REQUEST NO. 9:

Please identify and produce all documents that reflect work Robert G. Goldstein performed for or on behalf of Sands China, during the time period of January 1, 2009, to October 20, 2010, including global gaming and/or international player development efforts, such as active recruitment of VIP players to share between and among LVSC and Sands China properties, details concerning trips with Larry Chu into China to recruit new VIP players, dinners and/or meetings with Cheung Chi Tai, Charles Heung Wah Keung, and/or other VIP promoters, player funding, the transfer of player funds, and the use of Venetian Marketing Services Limited ("VMSL") and/or other entities to secure players and facilitate money transfers.

REQUEST NO. 10:

Please identify and produce all agreements for shared services between and among LVSC and Sands China or any of its subsidiaries, including, but not limited to, (1) procurement services agreements; (2) agreements for the sharing of private jets owned or made available by LVSC; and (3) trademark license agreements, during the time period of January 1, 2009, to October 20, 2010.

REQUEST NO. 11:

Please identify and produce all documents, memoranda, emails, and/or other correspondence that reflect services performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or concerning site design and development oversight of Parcels 5 and 6, during the time period of January 1, 2009, to October 20, 2010.

REQUEST NO. 12:

Please identify and produce all documents, memoranda, emails, and/or other correspondence that reflect services performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or concerning recruitment and interviewing of potential Sands China executives, during the time period of January 1, 2009, to October 20, 2010.

REQUEST NO. 13:

Please identify and produce all documents, memoranda, emails, and/or other correspondence that reflect services performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or concerning marketing of Sands China properties, including its frequency program, the issuance of "Chairman's Club" cards by Sheldon G Adelson to Cheung Chi Tai, Jack Lam and others, credit limits, floor layouts, the removal of Cheung Chi Tai, Charles Heung Wah Keung, and others from the Guarantor list of VIP promoters, nightclub operations and approval, including but not limited to Lotus Night Club, and/or the hiring of outside consultants, during the time period of January 1, 2009, to October 20, 2010.

REQUEST NO. 14:

Please identify and produce all documents, memoranda, emails, and/or other correspondence that reflect services performed by LVSC or the involvement of LVSC executives (including LVSC's executives and/or employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or concerning negotiation of a possible joint venture between Sands China and Harrah's, during the time period of January 1, 2009, to October 20, 2010.

REQUEST NO. 15:

Please identify and produce all documents, memoranda, emails, and/or other correspondence that reflect services performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or concerning the negotiation of the sale of Sands China's interest in sites to Stanley Ho's company, SJM, during the time period of January 1, 2009, to October 20, 2010.

REQUEST NO. 16:

Please identify and produce all documents that reflect communications by and between Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's behalf) and BASE Entertainment during the time period of January 1, 2009 to October 20, 2010.

REQUEST NO. 17:

Please identify and produce all documents that reflect communications by and between Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's behalf) and Cirque de Soleil during the time period of January 1, 2009 to October 20, 2010.

REQUEST NO. 18:

Please identify and produce all documents that reflect communications by and between Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's behalf) and Bally Technologies, Inc. during the time period of January 1, 2009 to October 20, 2010.

REQUEST NO. 19:

Please identify and produce all documents that reflect communications by and between Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's behalf) and Harrah's during the time period of January 1, 2009 to October 20, 2010.

REQUEST NO. 20:

Please identify and produce all documents that reflect communications by and between Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's behalf) and any potential lenders for the underwriting of Parcels 5 and 6, during the time period of January 1, 2009 to October 20, 2010.

REQUEST NO. 21:

Please identify and produce all documents that reflect communications by and between Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's behalf) and site designers, developers, and specialists for Parcels 5 and 6, during the time period of January 1, 2009 to October 20, 2010.

REQUEST NO. 22:

To the extent not produced in response to the preceding requests, please identify and produce all documents, memoranda, emails, and/or other correspondence that reflect services performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or agents) for or on behalf of Sands China, during the time period of January 1, 2009, to October 20, 2010, including, but not limited to, Yvonne Mao, directions given to Mr. Yueng and/or Eric Chu relating to Hengquin Island, Chu Kong Shipping ("CKS"), the basketball team, the Adelson Center in Beijing, and investigations related to the same; negotiations with Four Seasons, Sheraton and Shangri-La; bonus and remuneration plans; outside counsel's review of Leonel Alves, Foreign Corrupt Practices Act issues and his suitability to serve as counsel for Sands China Limited; International Risk reports on Cheung Chi Tai, Charles Heung, and others commissioned in response to the Reuters' article alleging organized crime; and collection activities relating to patrons and junkets with large outstanding debts due Sands China and/or its subsidiaries.

REQUEST NO. 23:

Please identify and produce all documents that reflect reimbursements made to any LVSC executive and/or employee and/or consultant for work performed or services provided for or on behalf of Sands China, during the time period of January 1, 2009, to October 20, 2010.

REQUEST NO. 24:

Please identify and produce all documents that Sands China provided to Nevada gaming regulators, during the time period of January 1, 2009 to October 20, 2010.

DATED this 23rd day of December, 2011.

PISANELLI BICE PLLC

By: /s/ Debra L. Spinelli

James J. Pisanelli, Esq., Bar No. 4027

Todd L. Bice, Esq., Bar No. #4534

Debra L. Spinelli, Esq., Bar No. 9695

3883 Howard Hughes Parkway, Suite 800

Las Vegas, Nevada 89169

Attorneys for Plaintiff Steven C. Jacobs

PISANELLI BICE PLLC
3883 HOWARD HUGHES PARKWAY, SUITE 800
LAS VEGAS, NEVADA 89169

RECEIPT OF COPY

RECEIPT OF COPY of the above and foregoing PLAINTIFF'S FIRST REQUEST
FOR PRODUCTION OF DOCUMENTS TO SANDS CHINA, LTD. (Nos. 1-24) is hereby
acknowledged this 23rd day of December, 2011, by:

GLASER, WEIL, FINK, JACOBS,
HOWARD, ANCHEN & SHAPIRO, LLP

By:   

Patricia Glaser, Esq.

Stephen Ma, Esq.

Craig Marcus, Esq.

Andrew D. Sedlock, Esq.

3763 Howard Hughes Parkway, Suite 300
Las Vegas, NV 89169

HOLLAND & HART

Dated:
12/27/11

By: 

J. Stephen Peek, Esq.

Brian G. Anderson, Esq.

9555 Hillwood Drive, Second Floor
Las Vegas, NV 89134

10:15 am

EXHIBIT 4

Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

Stephen Y. Ma

Direct Dial
310.556.7888
Direct Fax
310.843.2688
Email
sma@glaserwell.com

January 23, 2012

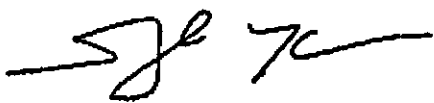
James J. Pisanelli Esq.
Todd Bice, Esq.
Debra Spinelli, Esq.
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy., Suite 800
Las Vegas, Nevada 89169

Re: Steven Jacobs v. Las Vegas Sands Corp., et. al.; Case No. A627691
Sands China Ltd.'s Responses and Objections to Plaintiff's Requests for Production

Dear Mr. Pisanelli:

Attached to this letter are Sands China Ltd.'s Responses and Objections to Plaintiff's jurisdictional requests for production. Due to the broad scope of the requests, we are still in the process of gathering and reviewing responsive documents. We anticipate that these documents will be produced on a rolling basis after the parties have finalized the stipulated confidentiality agreement and protective order, as required by the Court's January 3, 2012 order.

Very truly yours,



STEPHEN Y. MA
of GLASER WEIL FINK JACOBS HOWARD AVCHEN & SHAPIRO LLP

cc: J. Stephen Peek, Esq.

RFP
Patricia L. Glaser, (Pro Hac Vice Admitted)
Stephen Ma, (Pro Hac Vice Admitted)
Andrew D. Sedlock, State Bar No. 9183
GLASER WEIL FINK JACOBS
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sma@glaserweil.com
asedlock@glaserweil.com

Attorneys for Defendant Sands China Ltd.

DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN C. JACOBS,
Plaintiff,

v.

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

Case No. A-10-627691

Dept. No.: XI

DEFENDANT SANDS CHINA LTD.'S
RESPONSES TO PLAINTIFF'S FIRST
REQUEST FOR PRODUCTION OF
DOCUMENTS (Nos. 1-24)

TO: STEVEN C. JACOBS, plaintiff

TO: JAMES J. PISANELLI, ESQ., TODD L. BICE, ESQ. and DEBRA L. SPINELLI, ESQ.
Counsel for Plaintiff

Defendant Sands China Ltd. ("SCL") hereby responds and objects to Plaintiff Steven C.
Jacobs' ("Plaintiff") First Request For Production Of Documents to Sands China Ltd. ("Requests")
as follows:

///

///

///

PRELIMINARY STATEMENT

1. SCL's responses and objections are made without waiver of the following rights, and are intended to preserve and do preserve the following:

(a) the right to raise all questions of competence, authenticity, foundation, relevance, materiality, privilege, and admissibility as evidence for any purpose of the information identified in response to the Requests which may arise in any subsequent proceedings in, or trial of, this or any other action;

(b) the right to object on any ground to the use of such information and/or documents identified in response to the Requests which may arise in any subsequent proceeding in, or trial of, this or any other action;

(c) the right to object on any ground to the introduction into evidence of such information and/or documents identified in response to the Requests;

(d) the right to object on any ground at any time to other discovery involving such information and/or documents;

(e) the right to amend or supplement these responses and objections in the event that any information or documents are unintentionally omitted. Inadvertent identification or production of privileged documents or information by SCL is not a waiver of any applicable privilege; and

(f) any and all rights to supplement these responses and objections inasmuch as it may ascertain further information from its own discovery.

GENERAL OBJECTIONS

1. SCL objects to the Requests to the extent that they purport to impose obligations upon the party greater than those contemplated in Rule 26(b) of the Nevada Rules of Civil Procedure.

2. SCL objects to the Requests to the extent that it seeks the identification and/or production of documents not in its possession, custody or control.

3. SCL objects to the term "Communication" as defined in the Requests, on the grounds that it is vague, ambiguous, and overbroad, including without limitation, the inclusion of

1 “transmittal of information (in the form of facts, ideas, inquiries or otherwise)” within the definition.

2 4. SCL objects to the terms “concerning,” “related to,” and “relating to” as defined in
3 the Requests, on the grounds that they are vague, ambiguous, and overbroad as worded.

4 5. SCL objects to the terms “You, Yours, and/or Sands China” as defined for the
5 Requests, on the grounds that they are vague, ambiguous, overbroad, and unintelligible as worded,
6 including without limitation, the inclusion of “any of [SCL’s] pre-incorporation, pre-spin-off, pre-
7 IPO entities” and “and/or anyone else acting on its own behalf and/or its direction and instruction”
8 within the definition.

9 6. SCL objects to the terms “Parcels 5 and 6” as defined for the Requests, on the
10 grounds that they are vague, ambiguous, overbroad, and unintelligible as worded, including without
11 limitation, the inclusion of “parcels of property owned by Sands China located on the Cotai Strip”
12 within the definition.

13 7. SCL also objects to the extent that the Requests call for the disclosure of confidential,
14 personal, or proprietary business information, including without limitation, (i) confidential
15 information protected by contractual confidentiality obligations, (ii) confidential information
16 protected by rights of privacy held by SCL and/or other third parties, and (iii) personal information
17 protected from disclosure under Macau law. Such confidential, personal, or proprietary business
18 information will be produced pursuant to a protective order to be entered between the parties and/or
19 ordered by the Court.

20 8. SCL further objects to each and every definition and instruction in the Requests to
21 the extent that it attempts or purports to impose obligations exceeding those authorized and imposed
22 by the Nevada Rules of Civil Procedure.

23 Without waiving these General Objections, SCL responds to the Requests as follows:

24 **RESPONSES**

25 **REQUEST FOR PRODUCTION NO. 1:**

26 Please identify and produce all documents that reflect the date, time, and location of each
27 Sands China Board meeting (including the meeting held on April 14, 2010, at 9:00 a.m. Macau
28 Time/April 13, 2010, at 6:00 p.m. Las Vegas time), the location of each Board member who

1 participated in each and every meeting, and the manner/method by which each Board member
2 participated in each and every meeting, during the period of January 1, 2009, to October 20, 2010.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

4 SCL incorporates the Preliminary Statement and each of the General Objections as though
5 fully set forth herein. SCL objects to this request on the grounds that it is overbroad, vague,
6 ambiguous, and unduly burdensome.

7 SCL also objects to this request to the extent it calls for the disclosure of information
8 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
9 and any other privileges by statute, common law, or otherwise.

10 SCL further objects to this request to the extent that it seeks documents and information that
11 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
12 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL objects to
13 this request because telephonic participation in SCL's Board meetings is insufficient to establish
14 personal jurisdiction over SCL.

15 Subject to and without waiver of the foregoing objections (including the Preliminary
16 Statement and General Objections), SCL states that Plaintiff can derive the information sought by
17 this request from the non-privileged SCL Board of Directors meeting minutes for the time period of
18 January 1, 2009 to October 20, 2010, which SCL will produce.

19 **REQUEST FOR PRODUCTION NO. 2:**

20 Please identify and produce all documents that reflect travels to and from
21 Macau/China/Hong Kong by Sheldon G. Adelson for work performed on behalf of or directly for
22 Sands China (including, but not limited to, flight logs, travel itineraries) during the time period of
23 January 1, 2009, to October 20, 2010.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

25 SCL incorporates the Preliminary Statement and each of the General Objections as though
26 fully set forth herein. SCL objects to the phrase "on behalf of or directly for Sands China" on the
27 grounds that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces
28 documents in response to this request, SCL is not making any admission as to the legal significance

1 of those documents and specifically denies that LVSC acted as the agent for SCL. SCL further
2 objects to this request as overbroad and unduly burdensome insofar as it seeks "all documents"
3 responsive to the request, rather than an illustrative subset of documents that are sufficient for
4 Plaintiff to make his arguments on personal jurisdiction. SCL also objects to this request on the
5 grounds that it is overbroad, vague, ambiguous, and unduly burdensome.

6 SCL also objects to this request to the extent it calls for the disclosure of information
7 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
8 and any other privileges by statute, common law, or otherwise.

9 SCL further objects to this request to the extent that it seeks documents and information that
10 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
11 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL objects to
12 this Request because Mr. Adelson's travel to Macau, China or Hong Kong pursuant to his position
13 as SCL Chairman of SCL's Board of Directors, is irrelevant to whether SCL has sufficient contacts
14 with Nevada such that a Nevada court may assert personal jurisdiction over SCL.

15 Subject to and without waiver of the foregoing objections (including the Preliminary
16 Statement and General Objections), SCL states that it will produce non-privileged documents
17 sufficient to show Mr. Adelson's travel to Macau, China and Hong Kong in connection with his
18 work as Chairman of SCL's Board during the time period of January 1, 2009 to October 20, 2010 to
19 the extent such documents can be located through reasonable diligence.

20 **REQUEST FOR PRODUCTION NO. 3:**

21 Please identify and produce all documents that reflect the travels to and from
22 Macau/China/Hong Kong by Michael A. Leven for work performed on behalf of or directly for
23 Sands China (including, but not limited to, flight logs, travel itineraries) during the time period of
24 January 1, 2009, to October 20, 2010.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

26 SCL incorporates the Preliminary Statement and each of the General Objections as though
27 fully set forth herein. SCL objects to the phrase "on behalf of or directly for Sands China" on the
28 grounds that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces

1 documents in response to this request, SCL is not making any admission as to the legal significance
2 of those documents and specifically denies that LVSC acted as the agent for SCL. SCL further
3 objects to this request as overbroad and unduly burdensome insofar as it seeks "all documents"
4 responsive to the request, rather than an illustrative subset of documents that are sufficient for
5 Plaintiff to make his arguments on personal jurisdiction.

6 SCL also objects to this request to the extent it calls for the disclosure of information
7 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
8 and any other privileges by statute, common law, or otherwise.

9 SCL further objects to this request to the extent that it seeks documents and information that
10 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
11 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL objects to
12 this Request because Mr. Leven's travel pursuant to his position as special advisor to SCL's Board
13 of Directors and/or interim President and Executive Director, is irrelevant to whether SCL has
14 sufficient contacts with Nevada such that a Nevada court may assert personal jurisdiction over SCL.

15 Subject to and without waiver of the foregoing objections (including the Preliminary
16 Statement and General Objections), SCL states that it will produce non-privileged documents
17 sufficient to show Mr. Leven's travel to Macau, China and Hong Kong in connection with his work
18 for SCL during the time period of January 1, 2009 to October 20, 2010, to the extent such
19 documents can be located through reasonable diligence.

20 **REQUEST FOR PRODUCTION NO. 4:**

21 Please identify and produce all documents that reflect the travels to and from
22 Macau/China/Hong Kong by Robert G. Goldstein for work performed on behalf of or directly for
23 Sands China (including, but not limited to, flight logs, travel itineraries) during the time period of
24 January 1, 2009, to October 20, 2010.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

26 SCL incorporates the Preliminary Statement and each of the General Objections as though
27 fully set forth herein. SCL objects to the phrase "on behalf of or directly for Sands China" on the
28 grounds that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces

1 documents in response to this request, SCL is not making any admission as to the legal significance
2 of those documents and specifically denies that LVSC acted as the agent for SCL. SCL further
3 objects to this request as overbroad and unduly burdensome insofar as it seeks "all documents"
4 responsive to the request, rather than an illustrative subset of documents that are sufficient for
5 Plaintiff to make his arguments on personal jurisdiction.

6 SCL also objects to this request to the extent it calls for the disclosure of information
7 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
8 and any other privileges by statute, common law, or otherwise.

9 SCL further objects to this request to the extent that it seeks documents and information that
10 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
11 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL objects to
12 this Request because Robert G. Goldstein's travel on behalf of SCL is irrelevant to whether SCL has
13 sufficient contacts with Nevada such that a Nevada court may assert personal jurisdiction over SCL.

14 Subject to and without waiver of the foregoing objections (including the Preliminary
15 Statement and General Objections), SCL states that it will produce non-privileged documents
16 sufficient to show Mr. Goldstein's travel to Macau, China and Hong Kong in connection with his
17 work for SCL during the time period of January 1, 2009 to October 20, 2010, to the extent such
18 documents can be located through reasonable diligence.

19 **REQUEST FOR PRODUCTION NO. 5:**

20 To the extent not produced in response to the preceding requests, please identify and produce
21 all documents that reflect the travels to and from Macau/China/Hong Kong by any LVSC executive
22 and/or employee for work performed on behalf of or directly for Sands China (including, but not
23 limited to, flight logs, travel itineraries) during the time period of January 1, 2009, to October 20,
24 2010.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

26 SCL incorporates the Preliminary Statement and each of the General Objections as though
27 fully set forth herein. SCL objects to the phrase "on behalf of or directly for Sands China" on the
28 grounds that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces

1 documents in response to this request, SCL is not making any admission as to the legal significance
2 of those documents and specifically denies that LVSC acted as the agent for SCL. SCL further
3 objects to this request as overbroad and unduly burdensome insofar as it seeks "all documents"
4 responsive to the request, rather than an illustrative subset of documents that are sufficient for
5 Plaintiff to make his arguments on personal jurisdiction. SCL also objects to the terms "executive,"
6 and "employee" because those terms are overbroad, vague, and ambiguous.

7 SCL also objects to this request to the extent it calls for the disclosure of information
8 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
9 and any other privileges by statute, common law, or otherwise.

10 SCL further objects to this request to the extent that it seeks documents and information that
11 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
12 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL objects to
13 this Request because the travel by any LVSC representative outside of Nevada is irrelevant to
14 whether SCL has sufficient contacts with Nevada such that a Nevada court may assert personal
15 jurisdiction over SCL.

16 Subject to and without waiver of the foregoing objections (including the Preliminary
17 Statement and General Objections), SCL states that it will produce non-privileged documents
18 sufficient to show travel by officers of LVSC to Macau, China and Hong Kong in connection with
19 work for SCL during the time period of January 1, 2009 to October 20, 2010, to the extent such
20 documents can be located through reasonable diligence.

21 **REQUEST FOR PRODUCTION NO. 6:**

22 Please identify and produce all documents and/or communications that reflect and/or are
23 related to Michael A. Leven's service as CEO of Sands China and/or the Executive Director of
24 Sands China Board of Directors, and/or the Special Assistant to the Board during the time period of
25 January 1, 2009 to October 20, 2010.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

27 SCL incorporates the Preliminary Statement and each of the General Objections as though
28 fully set forth herein. SCL objects to this request on the grounds that it is vastly overbroad and

1 unduly burdensome insofar as it seek "all documents and/or communications that reflect and/or are
2 related to" Mr. Leven's service as CEO, Executive Director, or Special Assistant to the Board of
3 SCL, regardless of where those services were performed. There are many documents that fall
4 within the literal scope of this request, most if not all of which are wholly irrelevant to the issue of
5 personal jurisdiction. The burden and expense on SCL of searching for and producing all
6 responsive documents far outweighs the probative value, if any, of those documents. SCL further
7 objects to this request on the ground that the phrase "related to" is vague, ambiguous, and incapable
8 of precise definition.

9 SCL also objects to this request to the extent it calls for the disclosure of information
10 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
11 and any other privileges by statute, common law, or otherwise.

12 SCL further objects to this request to the extent that it seeks documents and information that
13 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
14 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that
15 actions taken and decisions implemented outside of Nevada by Mr. Leven in connection with his
16 work with SCL are not relevant to whether a Nevada court has personal jurisdiction over SCL.

17 Subject to and without waiver of the foregoing objections (including the Preliminary
18 Statement and General Objections), SCL states that it will produce non-privileged documents
19 sufficient to show the nature of Mr. Leven's services as interim CEO/Executive Director and/or
20 special advisor to the SCL Board during the time period of January 1, 2009 to October 20, 2010 to
21 the extent such documents can be located through reasonable diligence.

22 **REQUEST FOR PRODUCTION NO. 7:**

23 Please identify and produce all documents that reflect the location of the negotiation and
24 execution of agreements related to the funding of Sands China, during the time period of January 1,
25 2009, to October 20, 2010, including, but not limited to, the raising of pre-IPO funds, the IPO,
26 underwriting for Sites 5 & 6, loan refinancing and/or covenant relief/term modifications pre-IPO,
27 the services of Bank of China to bring high net worth investors/gamblers to buy the Four Seasons
28

1 Serviced Apartments, and the written proposal of Leonel Alves to obtain strata-title for the Four
2 Seasons Apartments involving Beijing government officials.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

4 SCL incorporates the Preliminary Statement and each of the General Objections as though
5 fully set forth herein. SCL objects to this request on the grounds that it is overbroad, unduly
6 burdensome, and not reasonable calculated to lead to the discovery of admissible evidence. SCL
7 further objects to this request on the ground that it exceeds the scope of discovery authorized by the
8 Court insofar as it is not limited to documents that reflect negotiations and execution of the
9 agreements for the funding of SCL that occurred, in whole or in part, in Nevada. SCL also objects
10 to the terms "reflect," "location of the negotiation and execution of agreements," "related to,"
11 "funding," and "Sites 5 & 6" because those terms are overbroad, vague, and ambiguous. SCL
12 construes the term "Sites 5 & 6" to refer to the properties known as Parcels 5 & 6 in the Cotai Strip,
13 Macau.

14 SCL also objects to this request to the extent it calls for the disclosure of information
15 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
16 and any other privileges by statute, common law, or otherwise.

17 SCL further objects to this request to the extent that it seeks documents and information that
18 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
19 and not calculated to lead to the discovery of admissible evidence. In that regard, SCL notes that
20 efforts in Nevada to provide funding or acquire financing for SCL's business activities to be
21 implemented in Macau are insufficient to establish that personal jurisdiction exists over SCL.

22 Subject to and without waiver of the foregoing objections (including the Preliminary
23 Statement and General Objections), SCL states that it will produce non-privileged documents that
24 reflect the negotiation and execution of agreements to provide funding for SCL that occurred, in
25 whole or in part, in Nevada during the time period of January 1, 2009 and October 20, 2010, to the
26 extent such documents can be located through reasonable diligence.

27

28

REQUEST FOR PRODUCTION NO. 8:

Please identify and produce all contracts/agreements that Sands China (and/or any individual and/or entity for or on behalf of Sands China) entered into with individuals and/or entities based in or doing business in Nevada, including, but not limited to, any agreements with BASE Entertainment and Bally Technologies, Inc., construction, design, signage, retail mall operations, and/or banking during the time period of January 1, 2009, to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

SCL incorporates the Preliminary Statement and each of the General Objections as though fully set forth herein. SCL objects to the phrase “for or on behalf of Sands China” on the grounds that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces documents in response to this request, SCL is not making any admission as to the legal significance of those documents and specifically denies that LVSC acted as the agent for SCL. SCL further objects to this request as overbroad, unduly burdensome, and beyond the scope of discovery authorized by the Court insofar as it purports to require SCL to search for and produce agreements with individuals, as opposed to entities. SCL also objects to the terms and phrases “based in . . . Nevada,” and “construction, design, signage, retail mall operations, and/or banking,” because those terms are overbroad, vague, ambiguous, and force SCL to speculate as to the meaning of this request. SCL construes “based in” to refer to a business’s primary place of business.

SCL also objects to this request to the extent it calls for the disclosure of information protected from disclosure under the attorney-client privilege, the attorney work-product privilege and any other privileges by statute, common law, or otherwise.

SCL further objects to this request to the extent that it seeks documents and information that are not relevant to the determination of personal jurisdiction over SCL in Nevada’s district courts and not calculated to lead to the discovery of admissible evidence. In that regard, SCL notes that SCL’s contracts with any individuals or entities for business to be implemented in Macau are insufficient to establish personal jurisdiction over SCL.

Subject to and without waiver of the foregoing objections (including the Preliminary Statement and General Objections), SCL states that it will produce non-privileged agreements

1 executed from January 1, 2009 to October 20, 2010 between SCL, on the one hand, and any entity
2 with its primary place of business in Nevada, on the other hand, to the extent these documents can
3 be located through reasonable diligence.

4 **REQUEST FOR PRODUCTION NO. 9:**

5 Please identify and produce all documents that reflect work Robert G. Goldstein performed
6 for or on behalf of Sands China, during the time period of January 1, 2009, to October 20, 2010,
7 including global gaming and/or international player development efforts, such as active recruitment
8 of VIP players to share between and among LVSC and Sands China properties, details concerning
9 trips with Larry Chu into China to recruit new VIP players, dinners and/or meetings with Cheung
10 Chi Tai, Charles Heung Wah Keung, and/or other VIP promoters, players funding, the transfer of
11 players funds, and the use of Venetian Marketing Services Limited ("VMSL") and/or other entities
12 to secure players and facilitate money transfers.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

14 SCL incorporates the Preliminary Statement and each of the General Objections as though
15 fully set forth herein. SCL objects to this request on the grounds that it exceeds the scope of
16 discovery authorized by the Court insofar as it is not limited to documents reflecting global gaming
17 and/or international player development efforts by Mr. Goldstein. SCL objects to the phrase "for or
18 on behalf of Sands China" on the grounds that it is vague, ambiguous, and calls for a legal
19 conclusion. To the extent that it produces documents in response to this request, SCL is not making
20 any admission as to the legal significance of those documents and specifically denies that LVSC
21 acted as the agent for SCL. SCL further objects to this request as overbroad and unduly
22 burdensome insofar as it seeks "all documents" responsive to the request, rather than an illustrative
23 subset of documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction.
24 SCL also objects to the term and phrases "global gaming and/or international player development
25 efforts," "active recruitment of VIP players to share between and among LVSC and Sands China
26 properties," "new VIP players," and "players funding," because those terms are overbroad, vague,
27 and ambiguous.

28 SCL also objects to this request to the extent it calls for the disclosure of information

1 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
2 and any other privileges by statute, common law, or otherwise.

3 SCL further objects to this request to the extent that it seeks documents and information that
4 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
5 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that
6 Mr. Goldstein's work (if any) relating to SCL's business in Macau is insufficient to establish that
7 personal jurisdiction exists over SCL.

8 Subject to and without waiver of the foregoing objections (including the Preliminary
9 Statement and General Objections), SCL states that it will produce non-privileged documents
10 sufficient to identify Mr. Goldstein's work in Nevada related to SCL during the time period of
11 January 1, 2009 to October 20, 2010, to the extent such documents can be located through
12 reasonable diligence.

13 **REQUEST FOR PRODUCTION NO. 10:**

14 Please identify and produce all agreements for shared services between and among LVSC
15 and Sands China or any of its subsidiaries, including, but not limited to, (1) procurement services
16 agreements; (2) agreements for the sharing of private jets owned or made available by LVSC; and
17 (3) trademark license agreements, during the time period of January 1, 2009, to October 20, 2010.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

19 SCL incorporates the Preliminary Statement and each of the General Objections as though
20 fully set forth herein. SCL objects to this request on the grounds that it is overbroad, vague,
21 ambiguous, and unduly burdensome. In particular, SCL objects to the term "shared services"
22 because the term is overbroad, vague, and ambiguous. For the purposes of this Request, SCL
23 construes the term "shared services" to refer to contracts entered into by SCL and/or LVSC in
24 connection with the November 8, 2009 Shared Services Agreement.

25 SCL also objects to this request to the extent it calls for the disclosure of information
26 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
27 and any other privileges by statute, common law, or otherwise.

28

1 SCL further objects to this request to the extent that it seeks documents and information that
2 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
3 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that
4 such contracts between a parent and subsidiary are insufficient to establish that personal jurisdiction
5 exists over SCL.

6 Subject to and without waiver of the foregoing objections (including the Preliminary
7 Statement and General Objections), SCL states that it will produce non-privileged documents, to the
8 extent they can be located through reasonable diligence, sufficient to show shared services
9 agreements that were in place between LVSC and SCL during the time period of January 1, 2009 to
10 October 20, 2010.

11 **REQUEST FOR PRODUCTION NO. 11:**

12 Please identify and produce all documents, memoranda, emails, and/or other correspondence
13 that reflect services performed by LVSC (including LVSC's executives and/or employees and/or
14 consultants and/or agents) for or on behalf of Sands China, related to and/or concerning site design
15 and development oversight of Parcels 5 and 6, during the time period of January 1, 2009, to October
16 20, 2010.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

18 SCL incorporates the Preliminary Statement and each of the General Objections as though
19 fully set forth herein. SCL objects to the phrase "for or on behalf of Sands China" on the grounds
20 that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces
21 documents in response to this request, SCL is not making any admission as to the legal significance
22 of those documents and specifically denies that LVSC acted as the agent for SCL. SCL also objects
23 to this request as overbroad and unduly burdensome insofar as it seeks "all documents" responsive
24 to the request, rather than an illustrative subset of documents that are sufficient for Plaintiff to make
25 his arguments on personal jurisdiction. SCL further objects to the terms "reflect," "services
26 performed by LVSC," "consultants," "agents," "related to," "concerning site design," "development
27 oversight," and "Parcels 5 and 6" because those terms are overbroad, vague, and ambiguous.

28 SCL also objects to this request to the extent it calls for the disclosure of information

1 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
2 and any other privileges by statute, common law, or otherwise.

3 SCL further objects to this request to the extent that it seeks documents and information that
4 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
5 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL objects to
6 this Request because any work by LVSC in Nevada relating to SCL's operations in Macau is
7 insufficient to establish that personal jurisdiction exists over SCL.

8 Subject to and without waiver of the foregoing objections (including the Preliminary
9 Statement and General Objections), SCL states that it will produce non-privileged documents
10 sufficient to show work performed in Nevada relating to site design and development of Parcels 5 &
11 6, to the extent they can be located through reasonable diligence, during the time period of January
12 1, 2009 to October 20, 2010.

13 **REQUEST FOR PRODUCTION NO. 12:**

14 Please identify and produce all documents, memoranda, emails, and/or other correspondence
15 that reflect services performed by LVSC (including LVSC's executives and/or employees and/or
16 consultants and/or agents) for or on behalf of Sands China, related to and/or concerning recruitment
17 and interviewing of potential Sands China executives, during the time period of January 1, 2009, to
18 October 20, 2010.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

20 SCL incorporates the Preliminary Statement and each of the General Objections as though
21 fully set forth herein. SCL objects to the phrase "for or on behalf of Sands China" on the grounds
22 that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces
23 documents in response to this request, SCL is not making any admission as to the legal significance
24 of those documents and specifically denies that LVSC acted as the agent for SCL. SCL also objects
25 to this request as overbroad and unduly burdensome insofar as it seeks "all documents" responsive
26 to the request, rather than an illustrative subset of documents that are sufficient for Plaintiff to make
27 his arguments on personal jurisdiction. SCL further objects to the terms "reflect," "services
28 performed by LVSC," "related to," "concerning," and "recruitment and interviewing of potential

1 Sands China executives” because those terms are overbroad, vague, and ambiguous.

2 SCL also objects to this request to the extent it calls for the disclosure of information
3 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
4 and any other privileges by statute, common law, or otherwise.

5 SCL further objects to this request to the extent that it seeks documents and information that
6 are not relevant to the determination of personal jurisdiction over SCL in Nevada’s district courts
7 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL objects to
8 this Request because any work performed by LVSC relating to SCL’s operations in Macau is
9 insufficient to establish that personal jurisdiction exists over SCL.

10 Subject to and without waiver of the foregoing objections (including the Preliminary
11 Statement and General Objections), SCL states that it will produce non-privileged documents
12 sufficient to show any work by LVSC in Nevada to recruit senior executives for SCL during the
13 time period of January 1, 2009 to October 20, 2010, to the extent such documents can be located
14 through reasonable diligence.

15 **REQUEST FOR PRODUCTION NO. 13:**

16 Please identify and produce all documents, memoranda, emails, and/or other correspondence
17 that reflect services performed by LVSC (including LVSC’s executives and/or employees and/or
18 consultants and/or agents) for or on behalf of Sands China, related to and/or concerning marketing
19 of Sands China properties, including its frequency program, the issuance of “Chairman’s Club”
20 cards by Sheldon G. Adelson to Cheung Chi Tai, Jack Lam and others; credit limits, floor layouts,
21 the removal of Cheung Chi Tai, Charles Heung Wah Keung, and others from the Guarantor list of
22 VIP promoters, nightclub operations and approval, including but not limited to Lotus Night Club,
23 and/or the hiring of outside consultants, during the time period of January 1, 2009, to October 20,
24 2010.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

26 SCL incorporates the Preliminary Statement and each of the General Objections as though
27 fully set forth herein. SCL objects to this request on the grounds that it exceeds the scope of
28 discovery authorized by the Court and appears calculated to obtain merits discovery on the pretense

1 of seeking jurisdictional discovery, contrary to the stay imposed by the Supreme Court. SCL
2 further objects to the phrase "for or on behalf of Sands China" on the grounds that it is vague,
3 ambiguous, and calls for a legal conclusion. To the extent that it produces documents in response to
4 this request, SCL is not making any admission as to the legal significance of those documents and
5 specifically denies that LVSC acted as the agent for SCL. SCL also objects to this request as
6 overbroad and unduly burdensome insofar as it seeks "all documents" responsive to the request,
7 rather than an illustrative subset of documents that are sufficient for Plaintiff to make his arguments
8 on personal jurisdiction. SCL also objects to the terms "reflect," "services," "consultants," "agents,"
9 "related to," "concerning marketing of Sands China properties," "frequency program," "credit
10 limits," "floor layouts," and "hiring of outside consultants," because those terms are overbroad,
11 vague, and ambiguous.

12 SCL also objects to this request to the extent it calls for the disclosure of information
13 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
14 and any other privileges by statute, common law, or otherwise.

15 SCL further objects to this request to the extent that it seeks documents and information that
16 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
17 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that
18 any work by LVSC in Nevada relating to SCL's operations in Macau is insufficient to establish that
19 personal jurisdiction exists over SCL.

20 Subject to and without waiver of the foregoing objections (including the Preliminary
21 Statement and General Objections), SCL states that it will produce non-privileged documents
22 sufficient to show the nature of any work by LVSC in Nevada relating to the marketing of SCL
23 properties and/or hiring of outside consultants for SCL during the time period of January 1, 2009 to
24 October 20, 2010, to the extent such documents can be located through reasonable diligence.

25 **REQUEST FOR PRODUCTION NO. 14:**

26 Please identify and produce all documents, memoranda, emails, and/or other correspondence
27 that reflect services performed by LVSC or the involvement of LVSC executives (including LVSC's
28 executives and/or employees and/or consultants and/or agents) for or on behalf of Sands China,

1 related to and/or concerning negotiation of a possible joint venture between Sands China and
2 Harrah's, during the time period of January 1, 2009, to October 20, 2010 if such documents exist.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

4 SCL incorporates the Preliminary Statement and each of the General Objections as though
5 fully set forth herein. SCL objects to the phrase "for or on behalf of Sands China" on the grounds
6 that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces
7 documents in response to this request, SCL is not making any admission as to the legal significance
8 of those documents and specifically denies that LVSC acted as the agent for SCL. SCL also objects
9 to this request as overbroad and unduly burdensome insofar as it seeks "all documents" responsive
10 to the request, rather than an illustrative subset of documents that are sufficient for Plaintiff to make
11 his arguments on personal jurisdiction. SCL also objects to the terms "reflect," "services performed
12 by LVSC," "involvement of LVSC executives," "related to," "concerning," "consultants," and
13 "agents" because those terms are overbroad, vague, and ambiguous.

14 SCL also objects to this request to the extent it calls for the disclosure of information
15 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
16 and any other privileges by statute, common law, or otherwise.

17 SCL further objects to this request to the extent that it seeks documents and information that
18 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
19 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that
20 any negotiations that occurred in Nevada for business or actions to be taken and implemented in
21 Macau are insufficient to establish that personal jurisdiction exists over SCL.

22 Subject to and without waiver of the foregoing objections (including the Preliminary
23 Statement and General Objections), SCL states that it will produce non-privileged documents
24 sufficient to show any negotiations in Nevada relating to a possible joint venture between SCL and
25 Harrah's during the time period of January 1, 2009 to October 20, 2010 to the extent such
26 documents can be located through reasonable diligence.

REQUEST FOR PRODUCTION NO. 15:

Please identify and produce all documents, memoranda, emails, and/or other correspondence that reflect services performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or concerning negotiation of the sale of Sands China's interest in sites to Stanley Ho's company, SJM, during the time period of January 1, 2009, to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

SCL incorporates the Preliminary Statement and each of the General Objections as though fully set forth herein. SCL objects to the phrase "for or on behalf of Sands China" on the grounds that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces documents in response to this request, SCL is not making any admission as to the legal significance of those documents and specifically denies that LVSC acted as the agent for SCL. SCL also objects to this request as overbroad and unduly burdensome insofar as it seeks "all documents" responsive to the request, rather than an illustrative subset of documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction. In particular, SCL objects to the terms "related to," "concerning," "reflect services performed by LVSC," "consultants," "agents," and "Sands China's interest in" because those terms are overbroad, vague, and ambiguous.

SCL also objects to this request to the extent it calls for the disclosure of information protected from disclosure under the attorney-client privilege, the attorney work-product privilege and any other privileges by statute, common law, or otherwise.

SCL further objects to this request to the extent that it seeks documents and information that are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts and not calculated to lead to the discovery of admissible evidence. In that regard, SCL notes that any negotiations that occurred in Nevada for business or actions to be taken and implemented in Macau are insufficient to establish that personal jurisdiction exists over SCL.

Subject to and without waiver of the foregoing objections (including the Preliminary Statement and General Objections), SCL states that it will produce non-privileged documents sufficient to show any negotiations in Nevada relating to the possible sale of Sands China's interest

1 in sites to Stanley Ho's company during the time period of January 1, 2009 to October 20, 2010, to
2 the extent such documents can be located through reasonable diligence.

3 **REQUEST FOR PRODUCTION NO. 16:**

4 Please identify and produce all documents that reflect communications by and between
5 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
6 behalf) and BASE Entertainment during the time period of January 1, 2009 to October 20, 2010.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

8 SCL incorporates the Preliminary Statement and each of the General Objections as though
9 fully set forth herein. SCL objects to this request as beyond the scope of discovery authorized by
10 the Court insofar as it is not limited to communications that occurred in Nevada. SCL objects to the
11 phrase "for or on Sands China's behalf" on the grounds that it is vague, ambiguous, and calls for a
12 legal conclusion. To the extent that it produces documents in response to this request, SCL is not
13 making any admission as to the legal significance of those documents and specifically denies that
14 LVSC acted as the agent for SCL. SCL also objects to this request as overbroad and unduly
15 burdensome insofar as it seeks "all documents" responsive to the request, rather than an illustrative
16 subset of documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction.
17 SCL also objects to the terms "reflect," and "communications" because those terms are overbroad,
18 vague, and ambiguous.

19 SCL also objects to this request to the extent it calls for the disclosure of information
20 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
21 and any other privileges by statute, common law, or otherwise.

22 SCL further objects to this request to the extent that it seeks documents and information that
23 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
24 and not calculated to lead to the discovery of admissible evidence. In that regard, SCL notes that
25 any communications between SCL or LVSC, on the one hand, and Base Entertainment, on the other,
26 relating to SCL's business in Macau are insufficient to establish that personal jurisdiction exists
27 over SCL.

28

1 Subject to and without waiver of the foregoing objections (including the Preliminary
2 Statement and General Objections), SCL states that it will produce non-privileged documents
3 sufficient to show any communications taking place in Nevada between SCL or LVSC, on one
4 hand, and Base Entertainment, on the other hand, from January 1, 2009 to October 20, 2010,
5 relating to SCL's operations in Macau, to the extent such documents can be located through
6 reasonable diligence.

7 **REQUEST FOR PRODUCTION NO. 17:**

8 Please identify and produce all documents that reflect communications by and between
9 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
10 behalf) and Cirque de Soleil during the time period of January 1, 2009 to October 20, 2010.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

12 SCL incorporates the Preliminary Statement and each of the General Objections as though
13 fully set forth herein. SCL objects to this request as beyond the scope of discovery authorized by
14 the Court insofar as it is not limited to communications that occurred in Nevada. SCL objects to the
15 phrase "for or on Sands China's behalf" on the grounds that it is vague, ambiguous, and calls for a
16 legal conclusion. To the extent that it produces documents in response to this request, SCL is not
17 making any admission as to the legal significance of those documents and specifically denies that
18 LVSC acted as the agent for SCL. SCL also objects to this request as overbroad and unduly
19 burdensome insofar as it seeks "all documents" responsive to the request, rather than an illustrative
20 subset of documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction.
21 SCL also objects to the terms "reflect," and "communications" because those terms are overbroad,
22 vague, and ambiguous.

23 SCL also objects to this request to the extent it calls for the disclosure of information
24 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
25 and any other privileges by statute, common law, or otherwise.

26 SCL further objects to this request to the extent that it seeks documents and information that
27 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
28 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes any

1 communications between SCL or LVSC, on the one hand, and Cirque de Soleil, on the other,
2 relating to business to be implemented in Macau are insufficient to establish that personal
3 jurisdiction exists over SCL.

4 Subject to and without waiver of the foregoing objections (including the Preliminary
5 Statement and General Objections), SCL states that it will produce non-privileged information
6 sufficient to show any contract negotiated or executed in Nevada between SCL and Cirque de Soleil,
7 to the extent these documents can be located through reasonable diligence, from January 1, 2009 to
8 October 20, 2010.

9 **REQUEST FOR PRODUCTION NO. 18:**

10 Please identify and produce all documents that reflect communications by and between
11 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
12 behalf) and Bally Technologies, Inc., during the time period of January 1, 2009 to October 20, 2010.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

14 SCL incorporates the Preliminary Statement and each of the General Objections as though
15 fully set forth herein. SCL objects to this request as beyond the scope of discovery authorized by
16 the Court insofar as it is not limited to communications that occurred in Nevada. SCL objects to the
17 phrase "for or on Sands China's behalf" on the grounds that it is vague, ambiguous, and calls for a
18 legal conclusion. To the extent that it produces documents in response to this request, SCL is not
19 making any admission as to the legal significance of those documents and specifically denies that
20 LVSC acted as the agent for SCL. SCL also objects to this request as overbroad and unduly
21 burdensome insofar as it seeks "all documents" responsive to the request, rather than an illustrative
22 subset of documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction.
23 SCL also objects to the terms "reflect," and "communications," because those terms are overbroad,
24 vague, and ambiguous.

25 SCL also objects to this request to the extent it calls for the disclosure of information
26 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
27 and any other privileges by statute, common law, or otherwise.

28

1 SCL further objects to this request to the extent that it seeks documents and information that
2 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
3 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that
4 communications between SCL or LVSC, on the one hand, and Bally Technologies, Inc., on the
5 other, relating to business to be implemented in Macau are insufficient to establish that personal
6 jurisdiction exists over SCL.

7 Subject to and without waiver of the foregoing objections (including the Preliminary
8 Statement and General Objections), SCL states that it will produce non-privileged documents
9 information sufficient to show contracts between SCL and Bally Technologies, Inc., from January 1,
10 2009 to October 20, 2010, to the extent such documents can be located through reasonable
11 diligence.

12 **REQUEST FOR PRODUCTION NO. 19:**

13 Please identify and produce all documents that reflect communications by and between
14 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
15 behalf) and Harrah's during the time period of January 1, 2009 to October 20, 2010.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

17 SCL incorporates the Preliminary Statement and each of the General Objections as though
18 fully set forth herein. SCL objects to this request as beyond the scope of discovery authorized by
19 the Court insofar as it is not limited to communications that occurred in Nevada. SCL objects to the
20 phrase "for or on Sands China's behalf" on the grounds that it is vague, ambiguous, and calls for a
21 legal conclusion. To the extent that it produces documents in response to this request, SCL is not
22 making any admission as to the legal significance of those documents and specifically denies that
23 LVSC acted as the agent for SCL. SCL also objects to this request as overbroad and unduly
24 burdensome insofar as it seeks "all documents" responsive to the request, rather than an illustrative
25 subset of documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction.
26 SCL also objects to the terms "reflect, and "communications," because those terms are overbroad,
27 vague, and ambiguous.

28 SCL also objects to this request to the extent it calls for the disclosure of information

1 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
2 and any other privileges by statute, common law, or otherwise.

3 SCL further objects to this request to the extent that it seeks documents and information that
4 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
5 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that
6 any communications between SCL and/or LVSC, on the one hand, and Harrah's, on the other,
7 relating to SCL business to be implemented in Macau are insufficient to establish that personal
8 jurisdiction exists over SCL.

9 Subject to and without waiver of the foregoing objections (including the Preliminary
10 Statement and General Objections), SCL states that it will produce non-privileged documents
11 sufficient to show contracts executed in Nevada between SCL and Harrah's from January 1, 2009 to
12 October 20, 2010, to the extent such documents can be located through reasonable diligence.

13 **REQUEST FOR PRODUCTION NO. 20:**

14 Please identify and produce all documents that reflect communications by and between
15 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
16 behalf) and any potential lenders for the underwriting of Parcels 5 and 6, during the time period of
17 January 1, 2009 to October 20, 2010.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

19 SCL incorporates the Preliminary Statement and each of the General Objections as though
20 fully set forth herein. SCL objects to this request as beyond the scope of discovery authorized by
21 the Court insofar as it is not limited to communications that occurred in Nevada. SCL objects to the
22 phrase "for or on Sands China's behalf" on the grounds that it is vague, ambiguous, and calls for a
23 legal conclusion. To the extent that it produces documents in response to this request, SCL is not
24 making any admission as to the legal significance of those documents and specifically denies that
25 LVSC acted as the agent for SCL. SCL also objects to this request as overbroad and unduly
26 burdensome insofar as it seeks "all documents" responsive to the request, rather than an illustrative
27 subset of documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction.
28 SCL also objects to the terms "reflect," "communications," "potential lenders," and "underwriting

1 of Parcels 5 and 6" because those terms are overbroad, vague, and ambiguous.

2 SCL also objects to this request to the extent it calls for the disclosure of information
3 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
4 and any other privileges by statute, common law, or otherwise.

5 SCL further objects to this request to the extent that it seeks documents and information that
6 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
7 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that
8 any efforts in Nevada to provide funding or acquire financing for SCL's business activities to be
9 implemented in Macau are insufficient to establish that personal jurisdiction exists over SCL.

10 Subject to and without waiver of the foregoing objections (including the Preliminary
11 Statement and General Objections), SCL states that it will produce non-privileged documents
12 sufficient to show any contracts negotiated or executed in Nevada between SCL or LVSC, on the
13 one hand, and lenders, on the other hand, for financing and underwriting of Parcels 5 & 6, from
14 January 1, 2009 to October 20, 2010 to the extent such documents can be located through
15 reasonable diligence.

16 **REQUEST FOR PRODUCTION NO. 21:**

17 Please identify and produce all documents that reflect communications by and between
18 Sands China and/or LVSC (and/or any individual and/or entity acting for or on Sands China's
19 behalf) and site designers, developers, and specialists for Parcels 5 and 6, during the time period of
20 January 1, 2009 to October 20, 2010.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

22 SCL incorporates the Preliminary Statement and each of the General Objections as though
23 fully set forth herein. SCL objects to this request as beyond the scope of discovery authorized by
24 the Court insofar as it is not limited to communications that occurred in Nevada. SCL objects to the
25 phrase "for or on Sands China's behalf" on the grounds that it is vague, ambiguous, and calls for a
26 legal conclusion. To the extent that it produces documents in response to this request, SCL is not
27 making any admission as to the legal significance of those documents and specifically denies that
28 LVSC acted as the agent for SCL. SCL also objects to this request as overbroad and unduly

1 burdensome insofar as it seeks "all documents" responsive to the request, rather than an illustrative
2 subset of documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction.
3 SCL also objects to the terms "reflect," "communications," "site designers," "developers,"
4 "specialists," and "Parcels 5 and 6" because those terms are overbroad, vague, and ambiguous.

5 SCL also objects to this request to the extent it calls for the disclosure of information
6 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
7 and any other privileges by statute, common law, or otherwise.

8 SCL further objects to this request to the extent that it seeks documents and information that
9 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
10 and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that
11 any actions taken by SCL or LVSC in Nevada for SCL business to be implemented in Macau is
12 insufficient to establish that personal jurisdiction exists over SCL.

13 Subject to and without waiver of the foregoing objections (including the Preliminary
14 Statement and General Objections), SCL states that it will produce non-privileged documents
15 sufficient to show contracts negotiated or executed in Nevada between SCL, on the one hand, and
16 designers, developers or specialists for Parcels 5 & 6, on the other hand, from January 1, 2009 to
17 October 20, 2010 to the extent such documents can be located through reasonable diligence.

18 **REQUEST FOR PRODUCTION NO. 22:**

19 To the extent not produced in response to the preceding requests, please identify and produce
20 all documents, memoranda, emails, and/or other correspondence that reflect services performed by
21 LVSC (including LVSC's executives and/or employees and/or consultants and/or agents) for or on
22 behalf of Sands China, during the time period of January 1, 2009, to October 20, 2010, including,
23 but not limited to, Yvonne Mao, directions given to Mr. Yueng and/or Eric Chu relating to
24 Hengquin Island, Chu Kong Shipping ("CKS"), the basketball team, the Adelson Center in Beijing,
25 and investigations related to the same; negotiations with Four Seasons, Sheraton and Shangri-La;
26 bonus and remuneration plans; outside counsel's review of Leonel Alves, Foreign Corrupt Practices
27 Act issues and his suitability to serve as counsel for Sands China Limited; International Risk reports
28 on Cheung Chi Tai, Charles Heung, and others commissioned in response to the Reuters' article

1 alleging organized crime; and collection activities relating to patrons and junkets with large
2 outstanding debts due Sands China and/or its subsidiaries.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**

4 SCL incorporates the Preliminary Statement and each of the General Objections as though
5 fully set forth herein. SCL objects to this request on the grounds that it far exceeds the scope of
6 discovery authorized by the Court and instead appears calculated to obtain discovery concerning the
7 merits of this case, rather than personal jurisdiction, contrary to the stay that has been imposed by
8 the Supreme Court. SCL further objects to this request as beyond the scope of discovery authorized
9 by the Court and irrelevant, unduly burdensome, and not reasonable calculated to lead to the
10 discovery of admissible evidence insofar as it is not limited to services that occurred in Nevada.
11 SCL also objects to the phrase "for or on behalf of Sands China" on the grounds that it is vague,
12 ambiguous, and calls for a legal conclusion. To the extent that it produces documents in response to
13 this request, SCL is not making any admission as to the legal significance of those documents and
14 specifically denies that LVSC acted as the agent for SCL. SCL also objects to this request as
15 overbroad and unduly burdensome insofar as it seeks "all documents" responsive to the request,
16 rather than an illustrative subset of documents that are sufficient for Plaintiff to make his arguments
17 on personal jurisdiction. SCL also objects to the terms "reflect," "services," and "performed by"
18 because those terms are overbroad, vague, and ambiguous.

19 SCL also objects to this request to the extent it calls for the disclosure of information
20 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
21 and any other privileges by statute, common law, or otherwise.

22 SCL further objects to this request to the extent that it seeks documents and information that
23 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
24 and not calculated to lead to the discovery of admissible evidence.

25 **REQUEST FOR PRODUCTION NO. 23:**

26 Please identify and produce all documents that reflect reimbursements made to any LVSC
27 executive and/or employee and/or consultant for work performed or services provided for or on
28 behalf of Sands China, during the time period of January 1, 2009, to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

SCL incorporates the Preliminary Statement and each of the General Objections as though fully set forth herein. SCL also objects to the phrase "for or on behalf of Sands China" on the grounds that it is vague, ambiguous, and calls for a legal conclusion. To the extent that it produces documents in response to this request, SCL is not making any admission as to the legal significance of those documents and specifically denies that LVSC acted as the agent for SCL. SCL also objects to this request as overbroad and unduly burdensome insofar as it seeks "all documents" responsive to the request, rather than an illustrative subset of documents that are sufficient for Plaintiff to make his arguments on personal jurisdiction.

SCL also objects to this request to the extent it calls for the disclosure of information protected from disclosure under the attorney-client privilege, the attorney work-product privilege and any other privileges by statute, common law, or otherwise.

SCL further objects to this request to the extent that it seeks documents and information that are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts and not calculated to lead to the discovery of admissible evidence. In this regard, SCL notes that any work performed by LVSC in Nevada for SCL business to be implemented in Macau is insufficient to establish that personal jurisdiction exists over SCL.

Subject to and without waiver of the foregoing objections (including the Preliminary Statement and General Objections), SCL states that any documents that are produced in response to Request Nos. 2-5 will include any documents responsive to this request.

REQUEST FOR PRODUCTION NO. 24:

Please identify and produce all documents that Sands China provided to Nevada gaming regulators, during the time period of January 1, 2009 to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

SCL incorporates the Preliminary Statement and each of the General Objections as though fully set forth herein. SCL objects to this request on the grounds that it is overbroad, vague and ambiguous.

SCL also objects to this request to the extent it calls for the disclosure of information


1 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
2 and any other privileges by statute, common law, or otherwise, including but not limited to NRS
3 463.120, NRS 463.3407, and other provisions of the Nevada Gaming Control Act.

4 SCL further objects to this request to the extent that it seeks documents and information that
5 are not relevant to the determination of personal jurisdiction over SCL in Nevada's district courts
6 and not calculated to lead to the discovery of admissible evidence.

7 Subject to and without waiver of the foregoing objections (including the Preliminary
8 Statement and General Objections), SCL states that it does not have documents responsive to this
9 Request because SCL, as an entity, did not submit documents to the Nevada Gaming Commission or
10 the State Gaming Control Board.

11
12
13 DATED this 23rd day of January, 2012.

GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP

By: 
Patricia L. Glaser, (Pro Hac Vice Admitted)
Stephen Ma, (Pro Hac Vice Admitted)
Andrew D. Sedlock, State Bar No. 9183
3763 Howard Hughes Parkway, Suite 300
Las Vegas, Nevada 89169

Attorneys for Defendant Sands China Ltd.

CERTIFICATE OF MAILING

I hereby certify that I am an employee of GLASER WEIL FINK JACOBS HOWARD AVCHEN & SHAPIRO LLP, and on the 23rd day of January, 2012, I deposited a true and correct copy of the foregoing DEFENDANT SANDS CHINA LTD.'S RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS via U.S. Mail at Las Vegas, Nevada, in a sealed envelope upon which first class postage was prepaid and addressed to the following:

James J. Pisanelli, Esq.
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Debra L. Spinelli, Esq.
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Las Vegas, NV 89169

J. Stephen Peek, Esq.
Brian G. Anderson, Esq.
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HOLLAND & HART
9555 Hillwood Drive, Second Floor
Las Vegas, NV 89134


An Employee of GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP

EXHIBIT 5

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6 bcassity@hollandhart.com
-and-
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Henry Weissmann, Esq. (*pro hac admission*)
8 John B. Owens, Esq. (*pro hac admission*)
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13
14 *Attorneys for Sands China, Ltd..*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 STEVEN C. JACOBS,
18 Plaintiff,
19 v.
20 LAS VEGAS SANDS CORP., a Nevada
corporation; SANDS CHINA LTD., a Cayman
21 Islands corporation; SHELDON G.
ADELSON, in his individual and
22 representative capacity; DOES I-X; and ROE
CORPORATIONS I-X,
23 Defendants.

24
25 AND ALL RELATED MATTERS.
26
27
28

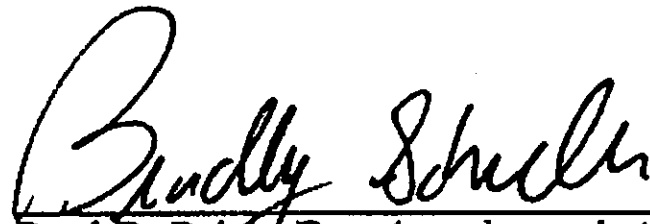
CASE NO.: A627691-B
DEPT NO.: XI

Date: n/a
Time: n/a

**DEFENDANT SANDS CHINA LTD.'S
FIRST INDEX OF DOCUMENTS
PRODUCED IN RESPONSE TO
PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS (Nos.
1-24)**

1 Pursuant to the Business Court Order entered on January 5, 2011, Defendant Sands China
2 Limited hereby produces an index of the documents that it has produced to date in response to
3 Plaintiff's First Request for Production of Documents. The index is attached hereto as Exhibit A.

4
5 DATED May 23, 2012

6 

7 Brad D. Brian, Esq. (*pro hac admission*)
8 Henry Weissmann, Esq. (*pro hac admission*)
9 John B. Owens, Esq. (*pro hac admission*)
10 Bradley R. Schneider, Esq. (*pro hac admission*)
11 Munger Tolles & Olson LLP
12 355 S. Grand Avenue
13 Los Angeles, California 90071

14 *and*

15 J. Stephen Peek, Esq.
16 Robert J. Cassity, Esq.,
17 Holland & Hart LLP
18 9555 Hillwood Drive, 2nd Floor
19 Las Vegas, Nevada 89134

20 *Attorneys for Sands China Ltd.*

Exhibit A

Production Range - Volume	Date	Title	Sender	Recipient	CC	BCC	Type
SCL00100001 - SCL00100001 : SCL001		Corporate Governance	NA	NA	NA	NA	pdf
SCL00100002 - SCL00100002 : SCL002	27-Jul-10	Appointment as Director - Mike A Leven.pdf	NA	NA	NA	NA	pdf
SCL00100003 - SCL00100012 : SCL002	28-Jul-10	Declaration and Undertaking With Directors	NA	NA	NA	NA	pdf
SCL00100013 - SCL00100013 : SCL002	27-Jul-10	HKEx_Letter_Appointment_Leven.pdf	NA	NA	NA	NA	pdf
SCL00100014 - SCL00100015 : SCL002	28-Jul-10	Leven_ED_Announcement_Jul10.pdf	NA	NA	NA	NA	pdf
SCL00100016 - SCL00100016 : SCL002	23-Jul-10	Leven_InterimCEO_Announcement.pdf	NA	NA	NA	NA	pdf
SCL00100017 - SCL00100029 : SCL002	8-Nov-09	Shared Services Agreement.pdf	NA	NA	NA	NA	pdf
SCL00100030 - SCL00100031 : SCL002	31-Dec-10	Attendance Records of Meetings 2010.pdf	NA	NA	NA	NA	pdf
SCL00100032 - SCL00100032 : SCL002	31-Dec-09	Attendance Records_2009.pdf	NA	NA	NA	NA	pdf
SCL00100033 - SCL00100038 : SCL002	9-Jan-09	4586-Bally Gaming Inc.pdf	NA	NA	NA	NA	pdf
SCL00100039 - SCL00100044 : SCL002	19-May-10	6733-Bally Macau Limited.pdf	NA	NA	NA	NA	pdf
SCL00100045 - SCL00100050 : SCL002	30-Jun-10	6740-Bally Macau Limited.pdf	NA	NA	NA	NA	pdf
SCL00100051 - SCL00100051 : SCL002		2010 Connected transactions(all categories).xls	NA	NA	NA	NA	xls
SCL000462-SCL000481	8-Nov-09	Deed of Non-Compete Undertaking	NA	NA	NA	NA	pdf
SCL00100052 - SCL00100052 : SCL002		2009 Connected Transactions v2.xls	NA	NA	NA	NA	xls
SCL000442 - SCL000461	8-Nov-09	Shared Services Agreement	NA	NA	NA	NA	pdf
SCL-000001-SCL000441	16-Nov-09	Sands China Global Offering	NA	NA	NA	NA	pdf
SCL00100053 - SCL00100055 : SCL002		Master List Nevada_v3.pdf	NA	NA	NA	NA	pdf

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that on May 23, 2012, I served a true and correct copy of the foregoing **DEFENDANT SANDS CHINA LTD.'S FIRST SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (Nos. 1-24)** via e-mail and by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

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 Henry Weissmann, Esq. (*pro hac admission*)
 8 John B. Owens, Esq. (*pro hac admission*)
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 11 brad.brian@mto.com
henry.weissmann@mto.com
 12 john.owens@mto.com
bradley.schneider@mto.com

13
 14 *Attorneys for Sands China, Ltd..*

15 **DISTRICT COURT**
 16 **CLARK COUNTY, NEVADA**

17 STEVEN C. JACOBS,

18 Plaintiff,

19 v.

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

23 Defendants.

24
 25 AND ALL RELATED MATTERS.

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

Date: n/a
 Time: n/a

**DEFENDANT SANDS CHINA LTD.'S
 FIRST SUPPLEMENTAL RESPONSES
 TO PLAINTIFF'S FIRST REQUEST FOR
 PRODUCTION OF DOCUMENTS (Nos.
 1-24)**

1 TO: STEVEN C. JACOBS, plaintiff

2 TO: JAMES J. PISANELLI, ESQ., TODD L. BICE, ESQ. and DEBRA L. SPINELLI, ESQ.,
3 Counsel for Plaintiff

4 Defendant Sands China Ltd. ("SCL") hereby provides its first supplemental responses and
5 objections to Plaintiff Steven C. Jacobs' ("Plaintiff") First Request For Production Of Documents
6 to Sands China Ltd. ("Requests") as follows:

7 **PRELIMINARY STATEMENT**

8 SCL's responses and objections are made without waiver of the following rights, and are
9 intended to preserve and do preserve the following: (a) the right to raise all questions of
10 competence, authenticity, foundation, relevance, materiality, privilege, and admissibility as
11 evidence for any purpose of the information identified in response to the Requests which may
12 arise in any subsequent proceedings in, or trial of, this or any other action; (b) the right to object
13 on any ground to the use of such information and/or documents identified in response to the
14 Requests which may arise in any subsequent proceeding in, or trial of, this or any other action; (c)
15 the right to object on any ground to the introduction into evidence of such information and/or
16 documents identified in response to the Requests; (d) the right to object on any ground at any
17 time to other discovery involving such information and/or documents; (e) the right to amend or
18 supplement these responses and objections in the event that any information or documents are
19 unintentionally omitted. Inadvertent identification or production of privileged documents or
20 information by SCL is not a waiver of any applicable privilege; and (f) any and all rights to
21 supplement these responses and objections inasmuch as it may ascertain further information from
22 its own discovery.

23 **GENERAL OBJECTIONS**

24 1. SCL objects to the Requests to the extent that they purport to impose obligations
25 upon the party greater than those contemplated in Rule 26(b) of the Nevada Rules of Civil
26 Procedure.

27 Without waiving this General Objection, SCL responds to the Requests as follows:

28

RESPONSES

REQUEST FOR PRODUCTION NO. 1:

Please identify and produce all documents that reflect the date, time, and location of each Sands China Board meeting (including the meeting held on April 14, 2010, at 9:00 a.m. Macau Time/April 13, 2010, at 6:00 p.m. Las Vegas time), the location of each Board member who participated in each and every meeting, and the manner/method by which each Board member participated in each and every meeting, during the period of January 1, 2009, to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

SCL incorporates the Preliminary Statement and the General Objection as though fully set forth herein. SCL objects to this request on the grounds that it is overbroad, vague, ambiguous, and unduly burdensome.

SCL also objects to this request to the extent it calls for the disclosure of information protected from disclosure under the attorney-client privilege, the attorney work-product privilege and any other privileges by statute, common law, or otherwise.

Subject to and without waiver of the foregoing objections (including the Preliminary Statement and the General Objection), SCL states that it will produce documents that reflect all the information sought by this Request. Please refer to documents bates labeled as SCL00100001, SCL00100030 - SCL00100031, SCL00100032, and produced herewith.

REQUEST FOR PRODUCTION NO. 6:

Please identify and produce all documents and/or communications that reflect and/or are related to Michael A. Leven's service as CEO of Sands China and/or the Executive Director of Sands China Board of Directors, and/or the Special Assistant to the Board during the time period of January 1, 2009 to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

SCL incorporates the Preliminary Statement and the General Objection as though fully set forth herein. SCL objects to this request on the grounds that it is vastly overbroad and unduly burdensome insofar as it seek "all documents and/or communications that reflect and/or are

1 related to" Mr. Leven's service as CEO, Executive Director, or Special Assistant to the Board of
2 SCL, regardless of where those services were performed. There are many documents that fall
3 within the literal scope of this request, most if not all of which are wholly irrelevant to the issue of
4 personal jurisdiction. The burden and expense on SCL of searching for and producing all
5 responsive documents far outweighs the probative value, if any, of those documents.

6 SCL also objects to this request to the extent it calls for the disclosure of information
7 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
8 and any other privileges by statute, common law, or otherwise.

9 Subject to and without waiver of the foregoing objections (including the Preliminary
10 Statement and the General Objection), please refer to documents bates labeled as SCL00100002,
11 SCL00100003 - SCL00100012, SCL00100013, SCL00100014 - SCL00100015, SCL00100016,
12 and produced herewith.

13 **REQUEST FOR PRODUCTION NO. 8:**

14 Please identify and produce all contracts/agreements that Sands China (and/or any
15 individual and/or entity for or on behalf of Sands China) entered into with individuals and/or
16 entities based in or doing business in Nevada, including, but not limited to, any agreements with
17 BASE Entertainment and Bally Technologies, Inc., construction, design, signage, retail mall
18 operations, and/or banking during the time period of January 1, 2009, to October 20, 2010.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

20 SCL incorporates the Preliminary Statement and the General Objection as though fully set
21 forth herein.

22 SCL also objects to this request to the extent it calls for the disclosure of information
23 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
24 and any other privileges by statute, common law, or otherwise.

25 Subject to and without waiver of the foregoing objections (including the Preliminary
26 Statement and the General Objection), please refer to documents bates labeled as SCL00100033 -
27 SCL00100038, SCL00100039 - SCL00100044, SCL00100045 - SCL00100050, SCL00100053 -
28

SCL00100055 and produced herewith.

In addition, with respect to the contracts listed in the document bates labeled SCL00100053-SCL00100055, the table below lists the terms of any choice of law, venue, and forum selection clauses. Please note that the contracts with the CIS numbers 5462, 5795, and 6477 are cancelled contracts and therefore were not retained in SCL's system.

Contracting Party or CIS Number	Choice of Law/Governing Law	Venue	Forum Selection
Bally Gaming Inc. d/b/a Bally Technologies Inc. - 4586	Nevada	n/a	n/a
Infinium Software, Inc. - 5119	Nevada	n/a	n/a
JDB Productions - 5454	Macau	Macau	Courts of Macau
5459	Macau	Macau	Courts of Macau
5549 (by incorporation of 5459)	Macau	Macau	Courts of Macau
JDB Productions - 5863	Macau	Macau	Courts of Macau
Casino Data Imaging, Inc. - 6625	Macau	Macau	Courts of Macau
JDB Productions - 6865	Macau	Macau	Courts of Macau

Please also refer to the document previously produced by SCL that is bates labeled SCL000462-SCL000481.

REQUEST FOR PRODUCTION NO. 10:

Please identify and produce all agreements for shared services between and among LVSC and Sands China or any of its subsidiaries, including, but not limited to, (1) procurement services agreements; (2) agreements for the sharing of private jets owned or made available by LVSC; and (3) trademark license agreements, during the time period of January 1, 2009, to October 20, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

SCL incorporates the Preliminary Statement and the General Objection as though fully set forth herein.

SCL also objects to this request to the extent it calls for the disclosure of information

1 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
2 and any other privileges by statute, common law, or otherwise.

3 Subject to and without waiver of the foregoing objections (including the Preliminary
4 Statement and the General Objection), please refer to documents bates labeled as SCL00100017 -
5 SCL00100029 and produced herewith. Please also refer to the documents previously produced by
6 SCL000442 to SCL000461. For further information on connected transactions between LVS and
7 SCL, please refer to documents bates labeled as SCL00100051 - SCL00100051, SCL00100052 -
8 SCL00100052 and produced herewith.

9 **REQUEST FOR PRODUCTION NO. 13:**

10 Please identify and produce all documents, memoranda, emails, and/or other
11 correspondence that reflect services performed by LVSC (including LVSC's executives and/or
12 employees and/or consultants and/or agents) for or on behalf of Sands China, related to and/or
13 concerning marketing of Sands China properties, including its frequency program, the issuance of
14 "Chairman's Club" cards by Sheldon G. Adelson to Cheung Chi Tai, Jack Lam and others, credit
15 limits, floor layouts, the removal of Cheung Chi Tai, Charles Heung Wah Keung, and others from
16 the Guarantor list of VIP promoters, nightclub operations and approval, including but not limited
17 to Lotus Night Club, and/or the hiring of outside consultants, during the time period of January 1,
18 2009, to October 20, 2010.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

20 SCL incorporates the Preliminary Statement and the General Objection as though fully set
21 forth herein. SCL objects to this request on the grounds that it exceeds the scope of discovery
22 authorized by the Court and appears calculated to obtain merits discovery on the pretense of
23 seeking jurisdictional discovery, contrary to the stay imposed by the Supreme Court. SCL also
24 objects to this request as overbroad and unduly burdensome insofar as it seeks "all documents"
25 responsive to the request, rather than an illustrative subset of documents that are sufficient for
26 Plaintiff to make his arguments on personal jurisdiction.

27 SCL also objects to this request to the extent it calls for the disclosure of information
28

1 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
2 and any other privileges by statute, common law, or otherwise.

3 Subject to and without waiver of the foregoing objections (including the Preliminary
4 Statement and the General Objection), please refer to documents bates labeled as SCL00100051 -
5 SCL00100051, SCL00100052 - SCL00100052 and produced herewith.

6 **REQUEST FOR PRODUCTION NO. 22:**

7 To the extent not produced in response to the preceding requests, please identify and
8 produce all documents, memoranda, emails, and/or other correspondence that reflect services
9 performed by LVSC (including LVSC's executives and/or employees and/or consultants and/or
10 agents) for or on behalf of Sands China, during the time period of January 1, 2009, to October 20,
11 2010, including, but not limited to, Yvonne Mao, directions given to Mr. Yueng and/or Eric Chu
12 relating to Hengquin Island, Chu Kong Shipping ("CKS"), the basketball team, the Adelson
13 Center in Beijing, and investigations related to the same; negotiations with Four Seasons,
14 Sheraton and Shangri-La; bonus and remuneration plans; outside counsel's review of Leonel
15 Alves, Foreign Corrupt Practices Act issues and his suitability to serve as counsel for Sands China
16 Limited; International Risk reports on Cheung Chi Tai, Charles Heung, and others commissioned
17 in response to the Reuters' article alleging organized crime; and collection activities relating to
18 patrons and junkets with large outstanding debts due Sands China and/or its subsidiaries.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**


20 SCL incorporates the Preliminary Statement and the General Objection as though fully set
21 forth herein. SCL objects to this request on the grounds that it far exceeds the scope of discovery
22 authorized by the Court and instead appears calculated to obtain discovery concerning the merits
23 of this case, rather than personal jurisdiction, contrary to the stay that has been imposed by the
24 Supreme Court. SCL further objects to this request as beyond the scope of discovery authorized
25 by the Court and irrelevant, unduly burdensome, and not reasonable calculated to lead to the
26 discovery of admissible evidence insofar as it is not limited to services that occurred in Nevada.
27 SCL also objects to this request as overbroad and unduly burdensome insofar as it seeks "all
28

1 documents" responsive to the request, rather than an illustrative subset of documents that are
2 sufficient for Plaintiff to make his arguments on personal jurisdiction. SCL also objects to the
3 terms "reflect," "services," and "performed by" because those terms are overbroad, vague, and
4 ambiguous.

5 SCL also objects to this request to the extent it calls for the disclosure of information
6 protected from disclosure under the attorney-client privilege, the attorney work-product privilege
7 and any other privileges by statute, common law, or otherwise.

8 Subject to and without waiver of the foregoing objections (including the Preliminary
9 Statement and the General Objection), please refer to documents bates labeled as SCL00100051 -
10 SCL00100051, SCL00100052 - SCL00100052 and produced herewith.

11
12 DATED April 13, 2012

13 
14 Brad D. Brian, Esq. (*pro hac admission*)
15 Henry Weissmann, Esq. (*pro hac admission*)
16 John B. Owens, Esq. (*pro hac admission*)
17 Bradley R. Schneider, Esq. (*pro hac admission*)
18 Munger Tolles & Olson LLP
19 355 S. Grand Avenue
20 Los Angeles, California 90071
21 and
22 J. Stephen Peek, Esq.
23 Robert J. Cassity, Esq.,
24 Holland & Hart LLP
25 9555 Hillwood Drive, 2nd Floor
26 Las Vegas, Nevada 89134

27 *Attorneys for Sands China Ltd.*
28

1 CERTIFICATE OF SERVICE

2 Pursuant to Nev. R. Civ. P. 5(b), I certify that on April 13, 2012, I served a true and
3 correct copy of the foregoing DEFENDANT SANDS CHINA LTD.'S FIRST
4 SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR
5 PRODUCTION OF DOCUMENTS (Nos. 1-24) via e-mail and by depositing same in the
6 United States mail, first class postage fully prepaid to the persons and addresses listed below:

7 James J. Pisanelli, Esq.
8 Debra L. Spinelli, Esq.
9 Todd L. Bice, Esq.
10 Pisanelli & Bice
11 3883 Howard Hughes Parkway, Suite 800
12 Las Vegas, Nevada 89169
13 214-2100
214-2101 – fax
jip@pisanellibice.com
dls@pisanellibice.com
tlb@pisanellibice.com
kap@pisanellibice.com – staff
see@pisanellibice.com – staff

14 *Attorney for Plaintiff*

15 
16 An Employee of Munger, Tolles & Olson LLP
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 6

COPY

Alvin D. Schuman

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

Transcript of
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

STATUS CHECK

THURSDAY, MAY 24, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
TODD BICE, ESQ.
DEBRA SPINELLI, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
HENRY WEISSMAN, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

RECEIVED
MAY 29 2012

CLERK OF THE COURT

W

1 LAS VEGAS, NEVADA, THURSDAY, MAY 24, 2012, 9:12 A.M.

2 (Court was called to order)

3 THE COURT: That takes me to the last case on my
4 calendar this morning. Is anybody here on something other
5 than Sands Jacobs?

6 Okay. Good morning.

7 All right. Somebody want to tell me what's going
8 on? I guess you should identify yourselves for purposes of
9 the record first.

10 MR. PEEK: Good morning, Your Honor. Stephen Peek
11 on behalf of Las Vegas Sands and on behalf of Sands China
12 Limited.

13 MR. WEISSMAN: Good morning, Your Honor. My name is
14 Henry Weissman from the Munger Tolles & Olson firm. I
15 represent Sands China. And I also wanted to extend my
16 greetings and apologies for my partner Brad Brian, who
17 unfortunately threw out his back and is unable to be here this
18 morning.

19 THE COURT: It's okay. You're going to do fine.

20 MR. BICE: Good morning, Your Honor. Todd Bice on
21 behalf of Mr. Jacobs.

22 MS. SPINELLI: Good morning. Debra Spinelli on
23 behalf of Mr. Jacobs.

24 MR. PISANELLI: Good morning, Your Honor. James
25 Pisanelli on behalf of Mr. Jacobs.

1 Why would we do it twice?

2 THE COURT: So you're telling me you haven't
3 produced any of them and you haven't begun the process.

4 MR. WEISSMAN: That's correct.

5 THE COURT: Okay. The hearing is vacated. I will
6 see you to discuss rescheduling of the hearing on June 28th.
7 At that time I want an update as to where Sands China is with
8 respect to the production of the ESI of Mr. Jacobs and the
9 fulfillment of all of the discovery obligations which we have
10 discussed for the evidentiary hearing to occur.

11 Anything else?

12 MR. PEEK: Your Honor, I know you did -- I knew you
13 did --

14 THE COURT: Thank you -- thank you for being
15 grilled, Mr. Peek. I really appreciate you going first and
16 being grilled, because I got -- I set it up for the way that
17 hopefully we'd get the right answers.

18 MR. PEEK: Yeah. Well, there's one thing that I
19 don't think Mr. Weissman was allowed to even really address,
20 because I know that you asked him a question. But Mr. Bice
21 made much of the fact that, well, we've complied with the
22 production of the Jacobs ESI to the vendor.

23 THE COURT: Well, you don't have it yet. I know
24 that.

25 MR. PEEK: That's --

1 THE COURT: I got that part.

2 MR. PEEK: Okay. They just now --

3 MR. BICE: And I don't think -- I don't think I made
4 much of it.

5 THE COURT: How do you think I missed that, Mr.
6 Peek?

7 MR. PEEK: They just now produced that, Your Honor.
8 So those issues that related to the Jacobs ESI --

9 THE COURT: We do not stagger discovery obligations,
10 period, end of story. The only time I stagger discovery
11 obligations is where I have expert issues where I know the
12 expert opinions are dependent on others, and then I frequently
13 stagger them. I do not stagger initial discovery disclosures.
14 And having someone tell me they're not going to begin the
15 search of their own email server until they've had a chance to
16 review Mr. Jacobs's email off of his laptop is not an
17 appropriate response.

18 MR. PEEK: Your Honor, you may recall -- and I don't
19 mean to argue with -- respectfully.

20 THE COURT: It's okay, Mr. Peek. You and I have
21 argued for 25 years.

22 MR. PEEK: We have, Your Honor. And I don't mean to
23 cut --

24 THE COURT: And I finally get to get the better of
25 your every once in a while now.

1 MR. PEEK: Yeah. This is certainly one of them.
2 Well, this is not -- this is more Mr. Weissman's fight than
3 mine. But you may recall that the issues that were raised by
4 Sands China, as well as by Las Vegas Sands, with respect to
5 the Jacobs ESI is that motion in limine which was filed a long
6 time ago that Jacobs doesn't even get an opportunity to have
7 access to the Sands China emails because of his conduct of how
8 what he has come into his possession.

9 THE COURT: And I'm not ready to hear the motion in
10 limine and make that decision --

11 MR. PEEK: But if we produce all those documents --

12 THE COURT: -- until I get to the discovery. You
13 haven't done the discovery yet.

14 MR. PEEK: But -- I guess where I'm going with that
15 is -- I'm not trying to -- in terms of the staggering, that's
16 where I was kind of going, Your Honor, is that Sands China is
17 kind of put into that position of --

18 THE COURT: Remember, you don't represent them
19 today.

20 MR. PEEK: Yes, I do represent Sands China Limited,
21 Your Honor. I am local counsel for them.

22 THE COURT: Oh. Are you?

23 MR. PEEK: Yes, I am.

24 THE COURT: Okay.

25 MR. PEEK: You may recall, Your Honor, they have to

1 have somebody here, and it's me. I got the long straw, Your
2 Honor, the winning straw.

3 But in terms of staggering, the way the motion in
4 limine had been set up and what you had least addressed to
5 Sands China at the time, Ms. Glaser, was, well, that's
6 something that we only can address once you have an
7 opportunity to see what's on the --

8 THE COURT: True.

9 MR. PEEK: -- the Jacobs ESI that he has in his
10 possession. So if we give them all of the ESI from our own,
11 it defeats the whole notion of giving them access to documents
12 in that motion in limine. So that's why I think there was a
13 staggering of it.

14 THE COURT: I disagree with your analysis.

15 MR. PEEK: Okay.

16 THE COURT: I certainly respect there are going to
17 be issues about the admissibility of certain evidence at the
18 time of our evidentiary hearing, which is why I'm shocked we
19 haven't got to the deposition stage yet, because I won't have
20 any time to do evidentiary issues at this point. So I don't
21 know when you're going to be ready, but clearly you're not
22 going to be ready for a hearing at the end of June.

23 MR. PEEK: Well, we don't even know, Your Honor,
24 whether a search of the Jacobs on the Macau server is going to
25 be such that we couldn't be ready. So that's why -- I mean, I

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

**FLORENCE HOYT
Las Vegas, Nevada 89146**

Florence M. Hoyt

FLORENCE HOYT; TRANSCRIBER

5/28/12

DATE

EXHIBIT 7



CAMPBELL
& WILLIAMS
ATTORNEYS AT LAW

VIA E-MAIL

June 23, 2011

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

Stephen Ma, Esq.
Glaser Weil Fink Jacobs
Howard & Shapiro
3763 Howard Hughes Pkwy., Ste. 300
Las Vegas, Nevada 89169

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

Dear Justin and Steve:

Per our telephone conference last week wherein we discussed a general prioritization of LVSC custodians upon whom to conduct the search terms in this action (as opposed to category-specific prioritizations), we have prepared the following list of custodians to search as part of the first phase of the searching process:

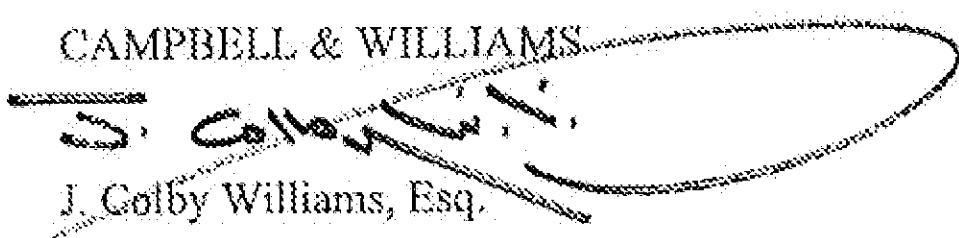
- | | |
|---------------------|----------------------|
| 1. Steve Jacobs | 11. Dan Raviv |
| 2. Michael Leven | 12. Patty Murray |
| 3. Sheldon Adelson | 13. Kim McCabe |
| 4. Albert Gonzalez | 14. Daniel Weinrot |
| 5. Ken Kay | 15. Daniel Briggs |
| 6. Robert Goldstein | 16. Larry Chu |
| 7. Betty Yureich | 17. Christine Hu |
| 8. Yasmin Lukatz | 18. Jeffrey Schwartz |
| 9. Frederick Kraus | 19. Irwin Siegel |
| 10. Miguel Coder | 20. Charles Forman |

By providing the foregoing list, Jacobs is not waiving his right to have other custodians searched as discovery proceeds. It is my understanding that Sands China is still a few days away from being in a position to begin conducting searches. We will provide a prioritization of SCL custodians when you advise that SCL is ready to begin the searching process.

Please contact me with any questions or comments.

Very truly yours,

CAMPBELL & WILLIAMS


J. Colby Williams, Esq.

JCW/

700 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101

PHONE: 702/382-5882
FAX: 702/382-0840



CAMPBELL
& WILLIAMS
ATTORNEYS AT LAW

VIA E-MAIL

July 20, 2011

Justin C. Jones, Esq.
Holland & Hart
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

Stephen Ma, Esq.
Glaser Weil Fink Jacobs
Howard & Shapiro
3763 Howard Hughes Pkwy., Ste. 300
Las Vegas, Nevada 89169

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

Dear Justin and Steve:

Per our previous discussions, we have prepared the following list of Sands China Ltd. custodians to search as part of the first phase of the searching process:

- | | |
|---------------------------|-----------------------|
| 1. Ben Toh | 11. Iain Bruce |
| 2. Luis Melo | 12. David Turnbull |
| 3. Fiona Chan | 13. Rachel Chiang |
| 4. Pete Wu | 14. Kevin Clayton |
| 5. Eric Chiu ² | 15. Andrew Billany |
| 6. Antonio Ferriera | 16. Andrew MacDonald |
| 7. Gunter Hatt | 17. Kerry Andrewartha |
| 8. Matthew Pryor | 18. Allidad Tash |
| 9. Ian Humphries | 19. Ruth Boston |
| 10. Iain Fairbain | 20. Mark McWhinnie |

¹ While certain individuals have/had multiple roles both with LVSC and Sands China, we have not included the names of such individuals on this list if they were included on the previous list we sent prioritizing LVSC custodians (e.g., Adelson, Leven, Jacobs, Schwartz, etc.) as it our understanding we only need to include them once. Please advise if you have a different understanding.

² We previously identified this individual as Eric Chen, but I believe his name is actually Eric Chiu.

700 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101

PHONE: 702/382-8888
FAX: 702/382-0540

Justin Jones, Esq./Stephen Ma, Esq.
July 20, 2011
Page 2

By providing the foregoing list, Jacobs is not waiving his right to have other custodians searched as discovery proceeds.

Please contact me with any questions or comments.

Very truly yours,

CAMPBELL & WILLIAMS

A handwritten signature in dark ink, appearing to read "J. Colby Williams", is written over the printed name. The signature is stylized with a large, sweeping loop at the end.

J. Colby Williams, Esq.

JCW/

EXHIBIT 8

Alvin D. Quinn

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

Transcript of
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING TO SET TIME FOR EVIDENTIARY HEARING

THURSDAY, JUNE 28, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
DEBRA SPINELLI, ESQ.
TODD BICE, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
BRADLEY BRIAN, ESQ.
HENRY WEISSMAN, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

RECEIVED
JUL 02 2012
CLERK OF THE COURT

33

1 LAS VEGAS, NEVADA, THURSDAY, JUNE 28, 2012, 9:51 A.M.

2 (Court was called to order)

3 THE COURT: Okay. If I could go to Jacobs versus
4 Sands.

5 Mr. Pisanelli, if you'd switch sides of the room.

6 What did you guys do with Mr. Peek? There he is.

7 MR. PEEK: I'm here, Your Honor. The elevator --

8 THE COURT: Well, while you're coming up, Mr. Peek,
9 I've got a question.

10 MR. PEEK: Yes, Your Honor.

11 THE COURT: I've been dealing with what I
12 characterize as a discovery dispute in a jurisdictional
13 portion of this litigation because of the writ I told you to
14 file in the Nevada Supreme Court related to this discovery
15 issue was determined by the Nevada Supreme Court to be
16 inappropriate. So why didn't somebody tell me 11 months ago
17 or so that the Macau Data Privacy Protection Act wasn't going
18 to be an issue because somehow the documents had already
19 gotten to the U.S. and, geez, it was by mistake, but we're not
20 going to pursue that anymore?

21 MR. BRIAN: I'm volunteering to take him up --

22 MR. PEEK: I mean, I could, but I --

23 THE COURT: I don't think you guys understood how
24 frustrated I was when I read the statute.

25 MR. PEEK: No, I'm sure you were very frustrated,

1 disqualification issue raise its ugly head yet again.

2 MR. BICE: Absolutely, Your Honor.

3 MR. PEEK: Your Honor, so --

4 THE COURT: Mr. Williams, thank you very much, by
5 the way for your ESI protocol that was drafted over a year
6 ago, which actually ended up being used.

7 MR. WILLIAMS: I can see it's done a lot of good,
8 Your Honor.

9 THE COURT: I've moved so far forward.

10 MR. PEEK: Your Honor, so that I can be prepared
11 from a briefing standpoint and an argument standpoint --

12 THE COURT: Hold on. Let me get my rule book out so
13 I can tell you what the rules that I'm concerned about.

14 MR. PEEK: -- and what the --

15 THE COURT: There's this rule called Rule 37, but
16 the rule that I think is more important for purposes of this
17 hearing is an infrequently used rule. The last time I believe
18 it was cited in a published decision was the Nevada Power-
19 Fluor case, which should give you an idea.

20 MR. PEEK: I remember Mr. McPike's case well.

21 THE COURT: It was EDCR 7.60.

22 MR. BRIAN: What is it, Your Honor?

23 THE COURT: EDCR 7.60.

24 MR. PEEK: I don't think that's what it was at the
25 time of the -- but I'm sure the rule was there at time of the

1 Nevada Power.

2 THE COURT: No, it was the exact same rule.

3 MR. PEEK: It was the same rule. I was trying to
4 remember --

5 THE COURT: It's never been cited any other time
6 except then.

7 MR. PEEK: Are you looking for those same similar
8 sanctions? Because that's really what I'm -- that's really
9 where I'm going, Your Honor. I understand the violation, but
10 I'm trying to understand where the Court is going with its --

11 THE COURT: I'm not going to put anybody in jail, so
12 I'm not doing this as a contempt proceeding. I'm doing it as
13 a potential sanctions hearing. There are issues related to --
14 monetary sanctions related to attorneys' fees necessitated by
15 this situation.

16 MR. PEEK: I understand that, Your Honor.

17 THE COURT: There's potential sanctions that might
18 go to a charitable organization, and it is unlikely that there
19 will be evidentiary sanctions unless it appears to me there
20 has been data lost as a result of the removal and
21 transportation. And I won't know that until we do more stuff
22 and probably won't occur at this hearing.

23 MR. PEEK: Okay.

24 THE COURT: You understand what I'm saying?

25 MR. PEEK: I do, Your Honor.

1 THE COURT: Okay.

2 MR. PEEK: I just wanted to be clear on it so that I
3 could be prepared to make the arguments.

4 THE COURT: Okay.

5 MR. BICE: Your Honor, may I -- there are a couple
6 points. One, we haven't really addressed my request that they
7 be forced to deposit this data with Advance Discovery prior to
8 their receipt of Mr. Jacobs's data, which we are very
9 concerned is going --

10 THE COURT: You're right. I didn't grant that
11 request.

12 MR. BICE: Okay. I didn't -- well, I didn't hear
13 you deny it, either. That's why I'm asking for the --

14 THE COURT: No. I set this hearing instead and I
15 asked where the originals were, and I was told, and I'm taking
16 Mr. Peek at his word, since he knows I'm rather irritated at
17 the moment.

18 MR. BICE: I understand that. But do they get Mr.
19 Jacobs's data next week?

20 THE COURT: Absolutely.

21 MR. BICE: All right.

22 THE COURT: Anything else?

23 MR. BICE: And I don't want my silence to your
24 comments to be deemed that we will not be seeking other
25 sanctions other than what the Court has detailed.

1 THE COURT: Since this was set sua sponte by me, as
2 opposed to a motion by you --
3 MR. BICE: Yes.
4 THE COURT: -- I always try and give people the
5 opportunity to have a hearing before I sanction them, unless
6 it's for something that's obvious, like rolling their eyes,
7 yelling at me, calling me names, or something like that.
8 MR. BICE: Understood, Your Honor. I just didn't
9 want my silence to somehow be --
10 THE COURT: Ten days sometimes is enough for those
11 kind of hearings, but this one will be shorter.
12 MR. BICE: Understood, Your Honor.
13 MR. PEEK: Ten days in jail, Your Honor, for --
14 THE COURT: Ten days for a hearing, Mr. Peek.
15 MR. PEEK: I was concerned about --
16 THE COURT: You never went to jail during that
17 hearing.
18 MR. PEEK: No, I know.
19 THE COURT: And your client ended up never going to
20 jail here in the U.S., for that matter.
21 MR. PEEK: And you know he passed away, Your Honor.
22 THE COURT: Yeah, he did.
23 Anything else?
24 MR. BRIAN: No. Thank you, Your Honor.
25 THE PROCEEDINGS CONCLUDED AT 10:52 A.M.

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

**FLORENCE HOYT
Las Vegas, Nevada 89146**

Florence M. Hoyt
FLORENCE HOYT, TRANSCRIBER

6/29/12

DATE

EXHIBIT 9

ORIGINAL

Alvin L. Schuman

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

TELEPHONE CONFERENCE

TUESDAY, JULY 3, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
DEBRA SPINELLI, ESQ.
TODD BICE, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
BRADLEY BRIAN, ESQ.
HENRY WEISSMAN, ESQ.

ALSO PRESENT:

DAVID LEE, ESQ.
For Mr. Kostrinsky

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
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CLERK OF THE COURT

JUL 05 2012

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1 LAS VEGAS, NEVADA, TUESDAY, JULY 3, 2012, 1:37 P.M.

2 (Court was called to order)

3 THE COURT: Good afternoon, gentlemen.

4 MR. PISANELLI: Good afternoon, Your Honor.

5 MR. PEEK: Good afternoon, Your Honor.

6 THE COURT: Can everyone please identify themselves,
7 since I understand we have a potential interloper.

8 MR. BRIAN: Your Honor, in Los Angeles this is Brad
9 Brian and Henry Weissman and John Owens with Munger Tolles &
10 Olson for Sands China Limited.

11 MR. PEEK: And in Las Vegas you have Stephen Peek,
12 Holland & Hart, representing Las Vegas Sands Corporation.

13 MR. BICE: Todd Bice, Jim Pisanelli, and Debra
14 Spinelli on behalf of the plaintiffs.

15 MR. LEE: Good afternoon, Your Honor. David Lee on
16 behalf of the interloper, Mr. Kostrinsky, who I understand is
17 the subject of upcoming evidentiary hearing.

18 THE COURT: Okay.

19 MR. BRIAN: Your Honor, this is Brad Brian. If I
20 might start, I think I had a conversation yesterday with Todd
21 and Debbie and Jim, and then after the call we all agreed that
22 it would be a good idea to get you on the phone briefly and
23 inform you of what we're doing and then maybe seek your
24 guidance on one aspect.

25 In the call yesterday I advised Todd and Debbie and

1 response to a Securities and Exchange Commissioner subpoena in
2 the spring of just last year.

3 So what we are going to ask you to do -- and we will
4 submit a motion to you, because I know you want to see
5 something in a motion. We are going to ask you in our motion
6 that you direct them to disclose to us the names of all
7 persons, not just a couple of lawyers, all persons who have
8 had knowledge of these -- all the transfers that have
9 occurred, when they occurred so that we can then assess with
10 you what sort of discovery we need to do so that we can have
11 an actual hearing about sanctions. This desire to just
12 disclose only Mr. Kostrinsky to us originally when there are
13 clearly a host of other people that are involved in this and
14 have knowledge of this --

15 Your Honor, I went back and looked and counted the
16 numbers of times we -- just our firm since we joined this case
17 have been in front of you on this issue. We have had 10
18 separate hearings on this stuff, and none of this was ever
19 disclosed to us or to you, as you well know. And even when we
20 were in front of you last week we were only told about Mr.
21 Kostrinsky and this data transfer in August. And now they're
22 -- that appears to be just simply the tip of the iceberg.

23 So we don't believe that it is viable at this point
24 to hold an evidentiary hearing without finding out the true
25 scope of this. Because I don't want the Court to be making a

1 decision about sanctions on a very limited record.

2 THE COURT: Okay. Let me ask a question, Mr. Bice.
3 It sounds like what you're asking is for a different type of
4 sanction than what I was envisioning, which is a Rule 37
5 sanction is what you're talking about, while I was merely
6 looking at a sanction for failure to be forthright with the
7 Court under the Eighth Judicial Court Rules. Is that what
8 you're telling me?

9 MR. BICE: I think that's likely right, Your Honor.
10 So --

11 THE COURT: Okay. So wait. See, that would be the
12 next step, is you're then going to tell me you think your
13 hearing would in part be duplicative of the hearing that I've
14 currently scheduled.

15 MR. BICE: That is correct, Your Honor.

16 THE COURT: Okay. Given that, does anybody want to
17 say anything? And, Mr. David Lee, if there's something you
18 want to tell me even though I characterized you as an
19 interloper, you're truly not an interloper, and I would
20 appreciate anything you have to tell me.

21 MR. LEE: Well, Your Honor, I think -- I think
22 you're familiar with Mr. Kostrinsky, and obviously you and I
23 have crossed paths numerous times. We are prepared to be
24 cooperative. Frankly, what we know -- what we know about all
25 these other issues we know from reading a transcript that's 30

1 pages long a couple of days ago. So I don't know -- I'm happy
2 to address any questions you want, I'm happy to -- Mr.
3 Kostrinsky and I are happy to try and work within the
4 Court's --

5 THE COURT: A 121-page transcript, Mr. Lee. Oh.
6 Only 21. Sorry. 21.

7 MR. LEE: I only have 21 pages. Regardless, we're
8 happy to cooperate. I don't know how to address any of these
9 other issues, so if you have specific questions, I'll be happy
10 to address them; but, frankly, you know, within -- within some
11 level of reason we will be there when you want us to be there
12 to try and clear this up.

13 THE COURT: Well, here's my problem. And I will say
14 this again, Mr. Brian and Mr. Peek, for your benefit. I am
15 under a stay from the Nevada Supreme Court to only address
16 issues that relate to the jurisdictional hearing that I'm
17 supposed to finish some day when you've done this
18 jurisdictional discovery. So to the extent there are issues
19 that strictly relate to the jurisdictional discovery and any
20 sanctions that might be appropriate related to the conduct in
21 getting ready for that hopefully some day soon hearing, I
22 would be happy to listen.

23 MR. BRIAN: Your Honor, I -- this is Brad Brian. I
24 don't want to take the opportunity now to respond to all of
25 Mr. Bice's statements. I don't think it's the right time and

1 place to do it. Our purpose in advising him of what we intend
2 to do, and the Court, is to try to be more inclusive, rather
3 than less inclusive. That's why we indicated the information
4 we learned about Gail Hyman, that's why we've indicated that
5 there was a subsequent transfer in I think it's actually the
6 February-March 2011 time period in response to a subpoena from
7 the SEC. There were other investigations that were --
8 actually I believe some of which were before 2009, some of
9 which were after, that are I think unrelated to Mr. Jacobs's
10 allegations; but, because they involve some transfers in the
11 2009 time period, we're going to put them in the report.

12 So I guess what I -- I still come back to it makes
13 more sense to have Mr. Kostrinsky's deposition, and I suppose
14 anybody else that Your Honor would think should be appropriate
15 to both after we submit this information. I leave it to Your
16 Honor whether you want to keep the hearing date on the 13th.
17 We'd like to get this issue decided so we can move on once and
18 for all toward the jurisdictional hearing and ultimately the
19 merits. So we would be happy to go forward on the 13th, but
20 we leave that to Your Honor.

21 THE COURT: Well, I've been wasting my time on these
22 Macau issues, apparently, for almost a year. So I, you know,
23 understand that you'd like to get the hearing done, Mr. Brian.

24 Mr. Bice, how long before you send me over a Rule 37
25 motion so I can make a determination after looking at it

1 whether there's in fact going to be a duplication of efforts
2 to have two evidentiary hearings or whether I should go ahead
3 with the one that I sua sponte scheduled.

4 MR. BICE: Your Honor, what we had envisioned
5 submitting to you by Thursday was a very short motion really
6 addressing the two points, one as requiring them to disclose
7 everyone that has had knowledge of this information, not just
8 two lawyers that were at the company at that point in time.
9 Because this clearly did not get addressed with just these two
10 in-house attorneys. In fact, their correspondence to us
11 indicates that that -- that they're not representing that
12 those are the only two, but those are the two that they're
13 disclosing to us.

14 And then we would then assess taking some additional
15 discovery. Now, we probably -- if we can take Mr.
16 Kostrinsky's deposition here promptly, which we're prepared to
17 do on Thursday morning, take his deposition so that we can get
18 some understanding of all of these transfers to the extent he
19 had knowledge of it, that would probably start us underway in
20 that process. So we can't take his deposition on Friday, but
21 we can take it on Thursday morning.

22 THE COURT: Okay.

23 MR. BICE: And we would submit -- we would submit a
24 motion to you probably then on Thursday afternoon, but it's
25 going to be a limited motion directing to these two issues

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146

Florence M. Hoyt
FLORENCE HOYT, TRANSCRIBER

7/4/12

DATE

EXHIBIT 10

ORIGINAL

Alvin D. Quinn
CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON MOTIONS

TUESDAY, JULY 10, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
DEBRA SPINELLI, ESQ.
TODD BICE, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
BRAD D. BRIAN, ESQ.
HENRY WEISSMAN, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
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JUL 12 2012

CLERK OF THE COURT

W

1 LAS VEGAS, NEVADA, TUESDAY, JULY 10, 2012, 12:17 P.M.

2 (Court was called to order)

3 THE COURT: Let's go to Sands-Jacobs -- Jacobs-Sands
4 China for your 10:00 setting that's starting at 12:17, and
5 it's all because of the first lawyer on the cases today. Very
6 eloquent argument.

7 MR. PISANELLI: Does this mean, Your Honor, I'm off
8 the hook for the 45-minute argument --

9 THE COURT: You are.

10 MR. BICE: Good afternoon, Your Honor. Todd Bice
11 and Jim Pisanelli on behalf of Steven Jacobs.

12 (Off-record colloquy)

13 THE COURT: It's your motion.

14 MR. BICE: My motion, Your Honor.

15 THE COURT: It's your, gosh, Judge, don't hold the
16 hearing 'cause there's a whole lot more stuff we found out at
17 the deposition.

18 MR. BICE: You've summarized it fairly accurately.
19 There is a whole lot more information that we learned at the
20 deposition and I think more information that has been revealed
21 by the subsequent pleading that they filed concerning their
22 status report that they submitted to the Court wherein they
23 basically seem to acknowledge there's a whole lot more
24 information and they aren't very confident about the status of
25 some of it and can't even locate some of it by their own

1 MR. PEEK: For who?
2 THE COURT: Ralph Denton.
3 MR. PEEK: I'm sorry, Your Honor. I did not know
4 that he passed away. I missed that.
5 THE COURT: So I would like to start at 1:30 on
6 Friday. If that time doesn't work for you, I am able to work
7 with you to reschedule the hearing after I finish the
8 CityCenter evidentiary hearing that I scheduled for two weeks.
9 MR. BICE: And when will that be, Your Honor?
10 MR. PEEK: Your Honor, we --
11 THE COURT: It depends how long it takes Mr. Peek
12 and Mr. Newton on their preliminary injunction hearing that's
13 scheduled for July --
14 MR. PEEK: Your Honor, we're prepared to go -- we
15 would like to go forward in the afternoon of the 13th.
16 THE COURT: Well, but let's talk.
17 MR. BICE: And so --
18 THE COURT: How long do you think it's going to
19 take?
20 MR. BICE: Well, I --
21 THE COURT: Remember, this is only on the issue that
22 I raised --
23 MR. BICE: Correct.
24 THE COURT: -- not any issues you may subsequently
25 bring up --

1 MR. BICE: Correct.

2 THE COURT: -- related to Rule 37 violations. This
3 is my candor with the tribunal issue.

4 MR. BICE: Correct, Your Honor. But I don't think
5 that's going to be able to be done in an afternoon, because
6 we've got a lot of transcripts. They want us to make a
7 record, we're going to make that record, and a lot of
8 transcripts and a lot of stuff to go over in addition to just
9 Mr. Kostrinsky. So that's why I was asking the question of
10 when will you be done with those other hearings so that we can
11 look at calendars.

12 THE COURT: August 9th and 10th.

13 MR. PEEK: Your Honor, could we -- we'll start on
14 the 13th?

15 THE COURT: We can.

16 MR. PEEK: Thank you.

17 MR. BRIAN: I'm confused.

18 MR. PEEK: He thinks it's going to take longer than
19 a half a day, so he wants another --

20 MR. BRIAN: Do you contemplate witnesses, Your
21 Honor, or just argument?

22 THE COURT: No, I do contemplate witnesses, because
23 I have a tendency, as some of you know, to ask questions.

24 MR. PEEK: I do know that, Your Honor.

25 MR. BICE: August 9th and 10th, Your Honor?

1 THE COURT: Those are the next two open dates that I
2 have.

3 MR. BICE: Okay.

4 MR. PEEK: May I have a moment, Your Honor, to look
5 at my calendar.

6 THE COURT: Sure.

7 MR. PEEK: Oh. I know I won't be here. I'm in
8 Curacao visiting my son, and my two daughters and I are going
9 to go visit my --

10 THE COURT: You're going to have a vacation?

11 MR. PEEK: I am, Your Honor. It's just the only
12 time I get before I have an evidentiary hearing in the Americo
13 case before Judge --

14 THE COURT: You mean Schoen II?

15 MR. PEEK: Well, we're the only -- Your Honor, I
16 think we're the only jurisdiction that requires that
17 evidentiary hearing on demand futility.

18 THE COURT: Yeah.

19 MR. PEEK: So I won't be here 9th and 10th.

20 MR. BICE: Then what would be the next dates in
21 which Your Honor could do it?

22 THE COURT: The week of August 20th.

23 MR. BICE: The week of the 20th?

24 MR. BRIAN: Can I double check my --

25 THE COURT: Yes. This is the negotiation part of my

1 THE COURT: Anything else?

2 MR. PISANELLI: Your Honor, one point of
3 clarification. When we met last time we told you -- I think
4 it was a telephonic conference -- that we were anticipating
5 putting together a motion for you under Rule 37 that's broader
6 than --

7 THE COURT: Yeah. You told me you were, and I
8 didn't get it.

9 MR. PISANELLI: My question is this. Are you going
10 to permit that supplemental briefing between now and the
11 hearing so that those issues, too, can be addressed when we
12 show up before you for a two-day hearing the end of August?

13 THE COURT: Let me remind you what my scope is in
14 this case at the moment.

15 MR. PISANELLI: Understood.

16 THE COURT: The stay has only been lifted to the
17 extent of me conducting a evidentiary hearing on jurisdiction.
18 I made a determination that we were going to have
19 jurisdictional discovery, and when the Supreme Court decided
20 not to take the writ on the case I told Mr. Peek to file and
21 told him he was being naughty by filing it, I took control of
22 some of those other issues because they are interrelated to
23 the jurisdictional discovery issues.

24 MR. PISANELLI: We fully appreciate that. And the
25 discovery violations that we would bring to Your Honor's

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146

Florence M. Hoyt
FLORENCE HOYT, TRANSCRIBER

7/11/12
DATE

EXHIBIT 11

ORIGINAL

Alvin L. Shuman

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON MOTION FOR PROTECTIVE ORDER

THURSDAY, AUGUST 2, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
DEBRA SPINELLI, ESQ.
TODD BICE, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
BRAD D. BRIAN, ESQ.
HENRY WEISSMAN, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

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AUG 07 2012

CLERK OF THE COURT

1 LAS VEGAS, NEVADA, THURSDAY, AUGUST 2, 2012, 9:05 A.M.

2 (Court was called to order)

3 THE COURT: Good morning. And I want to introduce
4 our newly appointed judge, Adriana Escobar, who will be
5 sitting in Department 14, who has joined us this morning to
6 observe you. So please behave.

7 Rather than calling for the uncontested matters, I'm
8 going to start with Jacobs versus Sands, and then I'll go to
9 uncontested matters.

10 MR. PEEK: Thank you, Your Honor, for accommodating
11 my situation.

12 THE COURT: I'm not going to mention what it is. I
13 don't know what your colleagues are going to do.

14 MR. PEEK: Well, I'll let my colleagues know that I
15 had a wardrobe malfunction this morning, and I'm back in court
16 with -- and that I'm back in court with you at 10:00 o'clock
17 with the -- the cameras faced at me behind. They're not here
18 now, thank goodness.

19 THE COURT: I was just looking to see if they were
20 here now, Mr. Peek.

21 MR. PEEK: Thank you.

22 THE COURT: It's your motion, Mr. Peek.

23 MR. PEEK: Thank you, Your Honor.

24 THE COURT: Do you need appearances?

25 THE COURT RECORDER: I do.

1 my son in Curasao and taking my two -- his two sisters with
2 me. So I leave Monday morning and come back Sunday, the 12th.
3 I could do it the 14th.

4 MR. BICE: Your Honor, I'm not trying to -- I mean,
5 I want to work with Mr. Peek to accommodate his schedule, but
6 I'll be blunt with you. This is why we set it when we did,
7 because we knew that he had scheduling issues coming in the
8 month, so we set it when we did so that we could get this
9 started. Because I have no -- I'm under no delusions that
10 we're going to get all the information that we are seeking --

11 THE COURT: Mr. Bice --

12 MR. BICE: Yes.

13 THE COURT: -- I don't think all the information
14 you're requesting is going to be relevant for the hearing that
15 I've scheduled. It may clearly be relevant to a hearing that
16 you anticipate bringing at a later point in time, so I'm not
17 as bothered by moving it to the 14th as you may be --

18 MR. BICE: Right.

19 THE COURT: -- because if that discovery doesn't get
20 done before my hearing, it's not going to bother me, because
21 the questions I'm going to ask are going to be rather direct
22 and to the point. And you're, of course, going to be able to
23 ask questions that you want, but my questions -- I think
24 everybody knows what I'm going to ask, and I'm --

25 MR. BICE: I'm willing to listen to Her Honor's

CERTIFICATION

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AFFIRMATION

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**FLORENCE HOYT
Las Vegas, Nevada 89146**



FLORENCE HOYT, TRANSCRIBER

8/6/12

DATE

EXHIBIT 12

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.

CASE NO. A-627691

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON DEFENDANTS' MOTION TO QUASH SUBPOENAS

WEDNESDAY, AUGUST 29, 2012

COURT RECORDER:

TRANSCRIPTION BY:

SANDRA PRUCHNIC
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
DEBRA SPINELLI, ESQ.
TODD BICE, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
BRAD D. BRIAN, ESQ.
HENRY WEISSMAN, ESQ.

1 LAS VEGAS, NEVADA, WEDNESDAY, AUGUST 29, 2012, 9:14 P.M.

2 (Court was called to order)

3 THE COURT: Good morning.

4 Mr. Peek, this is your motion.

5 MR. PEEK: Thank you, Your Honor.

6 MR. BRIAN: Your Honor, Mr. Peek, maybe because he's
7 been working so hard, he's asked me to argue this one this
8 morning. Brad Brian.

9 (Off-record colloquy)

10 MR. BRIAN: Your Honor, aside from the plaintiff's
11 continuing harsh rhetoric, their opposition really offers no
12 substantive response to the points we make in our motion to
13 quash.

14 Let me start with the Rule 30(b)(6) subpoena. We
15 cite --

16 THE COURT: Though Rule 30(b)(6) is only for
17 depositions, not for trial.

18 MR. BRIAN: It's a discovery rule.

19 THE COURT: Yeah, it's a discovery rule. Okay.

20 MR. BRIAN: It's a discovery rule, and there's no
21 case that says that it can be used to subpoena people to trial
22 or an evidentiary hearing. They don't cite one. What they do
23 is they complain about the 30(b)(6) of Mr. Sing, who I would
24 say was deposed until I think about 4:40 p.m., answered
25 hundreds of questions, was pretty forthright when he was

1 understand he has been subpoenaed. The basis that's offered
2 in the brief to bring him before the Court is a declaration
3 that he filed with respect to Macau documents. What he says
4 in essence in that declaration -- I'm not saying it's the only
5 thing, but it's the thing at issue, I think, is that, quote,
6 "The overwhelming majority of documents were in Macau." That
7 was a true statement then, it's a true statement now. Ms.
8 Glaser will be here to answer the Court's questions. There's
9 no reason that Mr. Sedlock has to be here, as well.

10 With respect to Justin Jones, he is one of Mr.
11 Peek's partners. Mr. Peek, of course, will be here to answer
12 the Court's questions. I think that's enough. But if Your
13 Honor wants Mr. Jones here, he will be available. I defer
14 completely to Your Honor with respect to that.

15 THE COURT: Okay. Let me tell you what I wrote down
16 yesterday, and Mr. Bice doesn't even need to argue this,
17 because I know what Mr. Bice's position is, and he and I have
18 a slight disagreement as to how this hearing's going to be
19 conducted. But he's going to have his own hearing someday
20 when he files his own motion.

21 I expect that any attorney who made a representation
22 to me about the Macau documents or the Macau Data Privacy Act
23 will be present here in court to answer questions, whether
24 their representation was made in an affidavit or whether their
25 representation was made in open court. That's my expectation.

1 THE COURT: But I'm going to let Mr. Bice ask
2 questions.

3 MR. BRIAN: I understand that.

4 THE COURT: I'm going to limit him if he seems to be
5 going too far afield for the purpose I'm conducting the
6 hearing, but, you know, he and I will have those discussions
7 as we get there.

8 MR. BRIAN: Yeah. I --

9 THE COURT: I don't think you can do this hearing in
10 a day given the number of transcripts that exist.

11 MR. BRIAN: Maybe, Your Honor. We'd like to do it
12 -- you know, we want to get through it, we want to get to the
13 merits as fast as we can. My only point is that it's your
14 hearing, it's not theirs. If and when they file a motion,
15 we'll have to deal with that.

16 THE COURT: That's correct. Then we'll have a
17 different hearing.

18 MR. BRIAN: That's a different hearing. And
19 tomorrow is your hearing, and I think this -- these subpoenas
20 that they have served, the 30(b)(6), the request for Ms.
21 Hyman, the request for Mr. Leven really go to issues that are
22 of concern to them. I think they go beyond what the Court has
23 indicated an interest in.

24 THE COURT: Well, what their position is, and I
25 clearly understand their position, the Sands and the lawyers

1 are lying to me, you guys have been lying to me for two years,
2 and you're still lying to me. And that's what their position
3 is, and I understand that. And, you know what, I have kids, I
4 know when people are lying. I can't tell you I know every
5 time somebody's lying, but I've got a history of being able to
6 identify issues and try and point out inconsistencies and try
7 to work through there. That's why I'm telling you if you
8 don't bring people I will make appropriate inferences based
9 upon the evidence that is presented to me.

10 MR. BRIAN: Well, I guess on that last point, Your
11 Honor, if anybody thinks that we're, quote, "still lying" to
12 the Court, I guess I'd like to know that.

13 THE COURT: I think people like your client, you or
14 your client, and I don't know which of these people, is still
15 lying to us. I can tell you from reading Mr. Bice's brief.
16 He's putting it in his brief.

17 THE COURT: Well, I guess we need to know that,
18 because --

19 THE COURT: Mr. Bice, do you think there's a lack of
20 candor occurring, whether it's counsel or the client?

21 MR. BICE: I do.

22 THE COURT: Okay.

23 MR. BRIAN: Then I --

24 THE COURT: See? Just so we're all clear.

25 MR. BICE: As of today, and that's what we intend to

1 in front of me.

2 MR. BICE: But she did. And this is the way --

3 THE COURT: She sat in court and didn't say
4 anything.

5 MR. BICE: But this is what -- this is -- Your
6 Honor, with all due respect, failure to inform the Court of
7 the truth is a misrepresentation. And when you have a duty to
8 speak, which is what she had a duty to speak, she is the
9 client representative that sat in this courtroom. So you
10 can't sit there and say, you know, it's like the movie,
11 earmuffs, and then pretend to the Court I don't have to now
12 inform the Court and it's not a misrepresentation, because I
13 sat there and let the Court be deceived. That is a
14 misrepresentation, and it is the same as though she had
15 understood up in front of you and told you the false
16 statement. And that's our point with respect to her.

17 THE COURT: And I understand that.

18 MR. BICE: All right. Now let me deal with Mr.
19 Leven, because I think this one is even a bit more slippery
20 with respect to the defendants. Here's what we know from Mr.
21 Singh's testimony, Your Honor. This so-called change in
22 policy about the Macau Data Privacy Act didn't occur until the
23 United States issued a subpoena to these defendants. Then all
24 of a -- this wasn't the Macau Government that came up with
25 this. This was the defendants coming up with an excuse and

1 then using that excuse not only in dealing with the
2 government, in dealing with us.

3 THE COURT: And that is going to be an appropriate
4 issue when you bring a Rule 37 motion for sanctions as a
5 result of the misconduct that has occurred.

6 MR. BICE: But here's the point with respect to Mr.
7 Leven and your hearing. Mr. Leven is the chief operating
8 officer of Las Vegas Sands Corp. He also, if you'll recall,
9 at the time in which this Macau information was going on, he
10 was serving as the interim chief executive officer of the
11 Sands China entity. This is the individual who is the actor
12 for the client regarding the misrepresentations that were made
13 to this Court. Mr. Leven should be here to have to explain
14 what it was he was directing and not directing. You can't
15 just hide and say, well, you know, these lawyers -- if he
16 wants to come in and say, listen, I didn't know any of this
17 that was going on, that's fine. Then let him take the stand,
18 raise his hand, and swear that that's true. Because I don't
19 think it is true, and I think that he's going to have a
20 serious problem. And that's exactly why they're having such a
21 fit about him showing up. They know exactly what his role was
22 in this, and they don't want to him dare have to take the
23 stand and be subject to examination about what he knew and
24 when he knew it. And there's nothing inappropriate about the
25 Court getting to the bottom -- because, recall, Your Honor,

1 involvement that I'm going to make inferences based upon the
2 responses I get to the questions I intend to ask. It's been a
3 long time since I've outlined a direct examination, so, you
4 know --

5 And then with respect to Ms. Hyman it's also
6 granted. I think I've made clear what I think the potential
7 problems are with that. There may be a day later when we get
8 to a Rule 37 motion that is filed by the plaintiffs at which I
9 may take a different position related to all of these
10 witnesses. But with respect to the hearing that I've
11 scheduled, which is primarily centered EDCR Rule 7.60 and the
12 inherent powers of the Court, I am primarily concentrating on
13 the statements that were made to me by counsel in documents
14 that were filed with the Court and in open court, and I
15 anticipate that anyone who made such a statement will be here
16 to answer questions. And if they don't, I will draw
17 appropriate inferences.

18 MR. BICE: And, Your Honor, I just want the record
19 to be clear. So is it fair to also say that in granting their
20 motion you're not saying that you also will not draw adverse
21 inferences if either Mr. Leven or Ms. Hyman or anybody else
22 doesn't show up and it turns out that the evidence is that
23 they had knowledge; right?

24 THE COURT: I said appropriate inferences.

25 MR. BICE: Thank you.

EXHIBIT 13

(COPY)

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

FILED IN OPEN COURT
STEVEN D. GRIERSON
CLERK OF THE COURT
SEP 11 2012

BY, _____
BILLIE JO CRAIG, DEPUTY

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

Transcript of
Proceedings

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

COURT'S SANCTION HEARING - DAY 1

MONDAY, SEPTEMBER 10, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
DEBRA SPINELLI, ESQ.
TODD BICE, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
BRAD D. BRIAN, ESQ.
HENRY WEISSMAN, ESQ.

FOR HOLLAND & HART

CHARLES McCREA, ESQ.
SAMUEL LIONEL, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

1 LAS VEGAS, NEVADA, MONDAY, SEPTEMBER 10, 2012, 1:18 P.M.

2 (Court was called to order)

3 THE COURT: All right. And if all counsel who are
4 participating in my proceeding today, not as a witness, but as
5 a regular participant, please identify themselves and who you
6 are here on behalf of, since there appears to be some
7 confusion, starting over on the end with Ms. Spinelli.

8 MS. SPINELLI: Good afternoon, Your Honor. Debra
9 Spinelli on behalf of Mr. Jacobs.

10 MR. JACOBS: Steve Jacobs, plaintiff.

11 MR. PISANELLI: Good afternoon, Your Honor. James
12 Pisanelli on behalf of Mr. Jacobs.

13 MR. BICE: Todd Bice on behalf of Mr. Jacobs, Your
14 Honor.

15 MR. LIONEL: Samuel Lionel on behalf of the
16 defendants, Your Honor.

17 THE COURT: Now, which defendants, Mr. Lionel?

18 MR. LIONEL: Well, actually this hearing, Your
19 Honor.

20 THE COURT: Okay.

21 MR. MCCREA: Charles McCrea on behalf of both
22 defendants. We're making a limited -- both Mr. Lionel and I
23 are making a limited appearance.

24 MR. BRIAN: Brad Brian of Munger, Tolles & Olson for
25 defendant Sands China Limited.

1 MR. PEEK: Your Honor, I'm here as a witness.

2 THE COURT: Today you're a witness, Mr. Peek.

3 MR. PEEK: Today I'm a witness, but I do represent
4 Las Vegas Sands Corp. and Sands China Limited. But today I'm
5 here as a witness.

6 MR. WEISSMAN: Good afternoon, Your Honor. Henry
7 Weissman for Sands China.

8 MR. OWENS: And John Owens for Sands China, Your
9 Honor.

10 THE COURT: All right. Are there any other counsel
11 who believe you will be participating in my hearing that need
12 to identify themselves for purposes of the record, as opposed
13 to people who may be testifying as witnesses?

14 MR. BRIAN: I don't think so, Your Honor. I would
15 introduce Phil Nichols of our staff, who may help us with
16 document presentation and the like.

17 THE COURT: Not a problem. The more people to make
18 it go smoother the better. You can be seated.

19 As you all know, there's a stay in place from the
20 Nevada Supreme Court pending my completion of an evidentiary
21 hearing related to jurisdictional issues raised in the motion
22 to dismiss by Sands China. As a result of a discovery issue
23 in this case, which in part relates to the jurisdictional
24 discovery I have permitted, I have become familiar with the
25 position of Las Vegas Sands and Sands China related to the

1 Macau Personal Data Privacy Act, which I will try and refer to
2 as MDPA, Jill, for purposes of your record.

3 The MDPA and its impact upon production of documents
4 related to the jurisdictional discovery has been an issue of
5 serious contention between the parties in motion practice
6 before this Court since the spring of 2011. At no time prior
7 to June 28th, 2012, was the Court informed that a significant
8 amount of electronic stored information in the form of a ghost
9 image relevant to this litigation had actually been taken out
10 of Macau in July or August of 2010 by way of portable
11 electronic devices.

12 When it became clear that representatives of the
13 defendants had not been forthright with this Court a sanction
14 hearing was scheduled pursuant to the authority of EDCR 7.60.
15 As I've previously identified, since I had sua sponte
16 scheduled this hearing, I will conduct the initial examination
17 of the witnesses, followed by counsel for Jacobs, counsel for
18 Sands, and counsel for Sands China.

19 I understand, Mr. McCrea and Mr. Lionel -- and when
20 I thought about this earlier I thought you were just
21 additional counsel, as opposed to maybe the entire counsel, so
22 we'll see how this works today. But if you have any issues
23 that you need to raise, I'd appreciate you raising them, and I
24 look forward to hearing from you, since are new participants
25 to my case.

1 MR. McCREA: Thank you.

2 THE COURT: If there are any issues to which an
3 objection needs to be posed by the defendants, I hope that you
4 will please make them. Please -- I've had people object to my
5 questions when I've asked them in bench trials before. It
6 doesn't bother me. It is an important part of the process.
7 So please don't be offended if you need to object to a
8 question I've phrased. I make mistakes, too.

9 There will be no opening remarks. However, just so
10 we're clear, there will be an opportunity for argument at the
11 close of the presentation of the evidence.

12 This hearing is not intended to infect any rights
13 that Mr. Jacobs may have related to Rule 37 sanctions relating
14 to the same issues.

15 I have previously informed all counsel that I
16 anticipate a separate motion will be filed by Mr. Jacobs's
17 counsel. For that reason, if Mr. Jacobs's counsel appears to
18 exceed the scope of the hearing that has been scheduled, I may
19 limit that examination, as it may be more appropriate for the
20 anticipated hearing on the Rule 37 motion which will be
21 scheduled in conjunction with your Rule 37 motion.

22 I understand from my law clerk that Mr. Kostrinsky
23 and Mr. Krum have called, and both are unavailable today. The
24 witnesses I would like to hear from include Ms. Glaser, Mr.
25 Peek, Mr. Justin Jones, Mr. Singh, and Mr. Kostrinsky.

1 THE WITNESS: Well, I think I have information
2 that's not subject to the attorney-client privilege. Does
3 that matter?

4 BY MR. PISANELLI:

5 Q What information do you have?

6 THE COURT: Well, wait. Is it work product? If
7 it's work product, he's also raised an objection on it.

8 THE WITNESS: I think we reported to the Court what
9 we were doing. We sent lawyers to Macau. And I --

10 THE COURT: Yeah, you did that. You were part of
11 that.

12 THE WITNESS: And I --

13 THE COURT: And there was 2 to 13 terabytes of
14 information that had to be reviewed.

15 THE WITNESS: And it was done in Macau. And we sent
16 a team of lawyers to do it. That's a fact. So if you're
17 asking what did we do, we spent a lot of money, the client
18 money, and we sent lawyers over to Macau to review documents
19 in Macau because we were told those documents couldn't be
20 reviewed anywhere else.

21 BY MR. PISANELLI:

22 Q Told by who?

23 MR. MCCREA: Objection, Your Honor. Attorney-client
24 privilege.

25 MR. PISANELLI: Well, Your Honor, we can't have the

CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

**FLORENCE HOYT
Las Vegas, Nevada 89146**



FLORENCE HOYT, TRANSCRIBER



DATE

EXHIBIT 14



CLERK OF THE COURT

1 FFCL

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5 STEVEN JACOBS,

6)
7) Plaintiff(s),

8 vs

9 LAS VEGAS SANDS CORP, ET AL,

10)
11) Defendants.

Case No. 10 A 627691

Dept. No. XI

Date of Hearing: 09/10-12/12

12 **DECISION AND ORDER**

13 This matter having come on for an evidentiary hearing before the Honorable Elizabeth
14 Gonzalez beginning on September 10, 2012 and continuing day to day, based upon the
15 availability of the Court and Counsel, until its completion on September 12, 2012; Plaintiff
16 Steven Jacobs ("Jacobs") being present in court and appearing by and through his attorney of
17 record, James Pisanelli, Esq., Todd Bice, Esq., and Debra Spinelli, Esq. of the law firm of
18 Pisanelli Bice; Defendant Las Vegas Sands appearing by and through its counsel J. Stephen
19 Peek, Esq. of the law firm of Holland & Hart and counsel for purposes of this proceeding,
20 Samuel Lionel, Esq. and Charles McCrea, Esq., of the law firm of Lionel Sawyer & Collins;
21 Defendant Sands China appearing by and through its counsel J. Stephen Peek, Esq. of the law
22 firm of Holland & Hart, Brad D. Brian, Esq., Henry Weissman, Esq., and John B. Owens, Esq.
23 of the law firm of Munger Tolles & Olson and counsel for purposes of this proceeding, Samuel
24 Lionel, Esq. and Charles McCrea, Esq., of the law firm of Lionel Sawyer & Collins; the Court
25 having read and considered the pleadings filed by the parties and the transcripts of prior
26 hearings; having reviewed the evidence admitted during the trial; and having heard and
27 carefully considered the testimony of the witnesses called to testify; the Court having
28 considered the oral and written arguments of counsel, and with the intent of deciding the
limited issues before the Court related to lack of candor and nondisclosure of information to

1 the Court and appropriate sanctions pursuant to EDCR 7.60. The Court makes the following
2 findings of fact and conclusions of law:

3
4 **I.**
PROCEDURAL POSTURE

5 On August 26, 2011, the Nevada Supreme Court issued a stay of proceedings in this
6 matter pending the conduct of an evidentiary hearing and decision on jurisdictional issues
7 related to Sands China. The Court granted Jacobs request to conduct jurisdictional discovery
8 prior to the evidentiary hearing. The order granting the jurisdictional discovery was ultimately
9 entered on March 8, 2012.

10 **II.**
FINDINGS OF FACT¹

11
12 1. Prior to litigation, in approximately August 2010, a ghost image of hard drives
13 of computers used by Steve Jacobs in Macau² and copies of his outlook emails were transferred
14 by way of electronic storage devices (the "transferred data") to Michael Kostrinsky, Esq.,
15 Deputy General Counsel of Las Vegas Sands.³

16
17
18
19 ¹ Counsel for Las Vegas Sands objected on the basis of attorney client privilege to a majority of the
20 questions asked of the counsel who testified during the evidentiary hearing. Almost all of those
21 objections were sustained. While numerous directions not to answer on the basis of attorney client
22 privilege and the attorney work product were made by counsel for Las Vegas Sands, sustained by the
23 Court, and followed by the witnesses, sufficient information was presented through pleadings already in
24 the record and testimony of witnesses without the necessity of the Court drawing inferences related to
25 the assertion of those privileges. See generally, Francis v. Wynn, 127 NAO 60 (2011). The Court also
26 rejects Plaintiff's suggestion that adverse presumptions should be made by the Court as a result of the
27 failure of Las Vegas Sands to present explanatory evidence in its possession and declines to make any
28 presumptions which might arguably be applicable under NRS Chapter 47.

² There is an issue that has been raised regarding the current location of those computers and hard
drives from which the ghost image was made. The Court does not in this Order address any issues
related to those items.

³ According to a status report filed by Las Vegas Sands on July 6, 2012, there were other transfers of
electronically stored data. Based upon testimony elicited during the evidentiary hearing, counsel was
unaware of those transfers prior to the preparation and filing of the status report.

1 2. Kostrinsky requested this information in anticipation of litigation with Jacobs
2 after learning of receipt of a letter by then general counsel for Las Vegas Sands from Don
3 Campbell.

4 3. This transferred data was placed on a server at Las Vegas Sands and was
5 initially reviewed by Kostrinsky.

6 4. The attorneys for Sands China at the Glaser Weil firm were aware of the
7 existence of the transferred data on Kostrinsky's computer from shortly after their retention in
8 November 2010.

9 5. The transferred data was reviewed in Kostrinsky's office by attorneys from
10 Holland & Hart.

11 6. On April 22, 2011, in house counsel for Sands China, Anne Salt, participated in
12 the Rule 16 conference by videoconference and responded to inquiry by the Court related to
13 electronically stored information and confirmed preservation of the data.

14 7. At no time during the Rule 16 conference did Ms. Salt or anyone on behalf of
15 Sands China advise the Court of the potential impact of the Macau Personal Data Privacy Act
16 (MDPA) upon discovery in this litigation.

17 8. Following the Rule 16 conference with the Court, the parties filed a Joint Status
18 Report on April 22, 2011, in which they agreed that the initial disclosure of documents
19 pursuant to NRCP 16.1 would be made by Sands China and Las Vegas Sands prior to July 1,
20 2011. The MDPA is not mentioned in the Joint Status Report as potentially affecting
21 discovery in this litigation.

22 9. Following the Rule 16 conference, no production or other identification of the
23 information from the transferred data was made.

24 10. Beginning with the motion filed May 17, 2011, Sands China and Las Vegas
25 Sands raised the MDPA as a potential impediment (if not a bar) to production of certain
26 documents.
27
28

1 11. At a hearing on June 9, 2012, counsel for Sands China represented to the Court
2 that the documents subject to production were in Macau; were not allowed to leave Macau;
3 and, had to be reviewed by counsel for Sands China in Macau prior to requesting the Office of
4 Personal Data Protection in Macau for permission to release those documents for discovery
5 purposes in the United States.

6 12. At the time of the representation made on June 9, 2012, the transferred data had
7 already been copied; the copy removed from Macau; and reviewed in Las Vegas by
8 representatives of Las Vegas Sands.

9 13. The transferred data was stored on a Las Vegas Sands shared drive totaling 50 –
10 60 gigabytes of information.

11 14. Prior to July 2011, Las Vegas Sands had full and complete access to documents
12 in the possession of Sands China in Macau through a network to network connection.

13 15. Beginning in approximately July 2011, Las Vegas Sands access to Sands China
14 data changed as a result of corporate decision making.

15 16. Prior to the access change, significant amounts of data from Macau related to
16 Jacobs was transported to the United States and reviewed by in house counsel for Las Vegas
17 Sands and outside counsel, and placed on shared drives at Las Vegas Sands.

18 17. At no time did Las Vegas Sands or Sands China disclose the existence of this
19 data to the Court.⁴

20 18. At no time did Las Vegas Sands or Sands China provide a privilege log
21 identifying documents which it contended were protected by the MDPA which was discussed
22 by the Court on June 9, 2011.
23
24
25
26

27 ⁴ While Las Vegas Sands contends that a disclosure was made on June 9, 2011, this is inconsistent with
28 other actions and statements made to the Court including the June 27, 2012 status report, the June 28,
2012 hearing and the July 6, 2012 status report.

1 19. For the first time on June 27, 2012, in a written status report, Las Vegas Sands
2 and Sands China advised the Court that Las Vegas Sands was in possession of over 100,000
3 emails and other ESI that had been transferred "in error".

4 20. In the June 27, 2012 status report, Las Vegas Sands admits that it did not
5 disclose the existence of the transferred data because it wanted to review the Jacobs ESI.⁵

6 21. Any finding of fact stated hereinabove that is more appropriately deemed a
7 conclusion of law shall be so deemed.

8 **III.**
9 **CONCLUSIONS OF LAW**

10 22. The MDPA and its impact upon production of documents related to discovery
11 has been an issue of serious contention between the parties in motion practice before this Court
12 since May 2011.

13 23. The MDPA has been an issue with regards to documents, which are the subject
14 of the jurisdictional discovery.

15 24. At no time prior to June 28, 2012, was the Court informed that a significant
16 amount of the ESI in the form of a ghost image relevant to this litigation had actually been
17 taken out of Macau in July or August of 2010 by way of a portable electronic device.

18 25. EDCR Rule 7.60 provides in pertinent part:

19 * * *

20 (b) The court may, after notice and an opportunity to be heard, impose upon an
21 attorney or a party any and all sanctions which may, under the facts of the case, be reasonable,
22 including the imposition of fines, costs or attorney's fees when an attorney or a party without
23 just cause:

24 * * *

25 (3) So multiplies the proceedings in a case as to increase costs unreasonably
26 and vexatiously.

27
28 ⁵ The Court notes that there have also been significant issues with the production of information from
Jacobs. On appropriate motion the Court will deal with those issues.

1 26. As a result of the failure to disclose the existence of the transferred data, the
2 Court conducted needless hearings on the following dates which involved (at least in part) the
3 MDPA issues:

4 May 26, 2011

5 June 9, 2011

6 July 19, 2011

7 September 20, 2011⁶

8 October 4, 2011⁷

9 October 13, 2011

10 January 3, 2012

11 March 8, 2012

12 May 24, 2012

13 27. The Court concludes after hearing the testimony of witnesses that the 100,000
14 emails and other ESI were not transferred in error, but was purposefully brought into the
15 United States after a request by Las Vegas Sands for preservation purposes.

16 28. The transferred data is relevant to the evidentiary hearing related to jurisdiction,
17 which the Court intends to conduct.

18 29. The change in corporate policy regarding Las Vegas Sands access to Sands
19 China data made during the course of this ongoing litigation was made with an intent to
20 prevent the disclosure of the transferred data as well as other data.⁸

21 30. The Defendants concealed the existence of the transferred data from this Court.
22
23

24
25 ⁶ This hearing was conducted in a related case, A648484.

26 ⁷ This hearing was conducted in a related case, A648484.

27 ⁸ While the Court recognizes that several other legal proceedings related to certain allegations made by
28 Jacobs were commenced during the course of this litigation including subpoenas from the SEC and DOJ,
this does not excuse the failure to disclose the existence of the transferred data; the failure to identify the
transferred data on a privilege log, or the failure produce of the transferred data in this matter.

1 31. As the transferred data had already been reviewed by counsel, the failure to
2 disclose the existence of this transferred data to the Court caused repeated and unnecessary
3 motion practice before this Court.

4 32. The lack of disclosure appears to the Court to be an attempt by Defendants to
5 stall the discovery, and in particular, the jurisdictional discovery in these proceedings.

6 33. Given the number of occasions the MDPA and the production of ESI by
7 Defendants was discussed there can be no other conclusions than that the conduct was
8 repetitive and abusive.

9 34. The conduct however does not rise to the level of striking pleadings as exhibited
10 in the Foster v. Dingwall, 227 P.3d 1042 (Nev. 2010) or the entry of default as in Goodyear v.
11 Bahena, 235 P.3d 592 (Nev. 2010) cases.⁹

12 35. After evaluating the factors in Ribiero v. Young, 106 Nev. 88 (1990), the Court
13 finds:

14 a. There are varying degrees of willfulness demonstrated by the
15 Defendants and their agents in failing to disclose the transferred data to Plaintiff ranging from
16 careless nondisclosure to knowing, willful and intentional conduct with an intent to prevent the
17 Plaintiff access to information discoverable for the jurisdictional proceedings;¹⁰

18 b. There are varying degrees of willfulness demonstrated by the
19 Defendants and their agents ranging from careless nondisclosure to knowing, willful and
20 intentional conduct in concealing the existence of the transferred data and failing to disclose
21 the transferred data to the Court with an intent to prevent the Court ruling on the
22 discoverability for purposes of the jurisdictional proceedings;
23
24
25

26 ⁹ The Court recognizes no factors have been provided to guide in the evaluation of sanctions for conduct
27 in violation of EDCR 7.60, but utilizes cases interpreting Rule 37 violations as instructive.

28 ¹⁰ As a result of the stay, the court does not address the discoverability of the transferred data and the
effect of the conduct related to the entire case.

1 c. The repeated nature of Defendants and Defendants' agents conduct in
2 making inaccurate representations over a several month period is further evidence of the
3 intention to deceive the Court;

4 d. Based upon the evidence currently before the Court it does not appear
5 that any evidence has been irreparably lost;"

6 e. There is a public policy to prevent further abuses and deter litigants from
7 concealing discoverable information and intentionally deceiving the Court in an attempt to
8 advance its claims; and

9 f. The delay and prejudice to the Plaintiff in preparing his case is
10 significant, however, a sanction less severe than striking claims, defenses or pleadings can be
11 fashioned to ameliorate the prejudice.

12 36. The Court after evaluation of the evidence and testimony, weighing the factors
13 and evaluating alternative sanctions determines that evidentiary and monetary sanctions are an
14 alternative less severe sanction to address the conduct that has occurred in this matter.

15 37. Any conclusion of law stated hereinabove that is more appropriately deemed a
16 finding of fact shall be so deemed.

17 IV.

18 ORDER

19 Therefore the Court makes the following order:

20 a. For purposes of jurisdictional discovery and the evidentiary hearing related to
21 jurisdiction, Las Vegas Sands and Sands China will be precluded from raising the MDPA as an
22 objection or as a defense to admission, disclosure or production of any documents.¹²

26 ¹¹ There is an issue that has been raised regarding the current location of those computers and hard drives
27 from which the ghost image was made. The Court does not in this Order address any issues related to
those items.

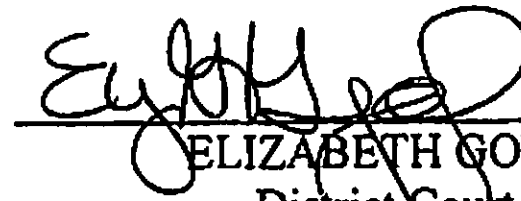
28 ¹² This does not prevent the Defendants from raising any other appropriate objection or privilege.

1 b. For purposes of jurisdictional discovery and the evidentiary hearing related to
2 jurisdiction, Las Vegas Sands and Sands China are precluded from contesting that Jacobs ESI
3 (approx. 40 gigabytes) is not rightfully in his possession.¹³
4

5 c. Defendants will make a contribution of \$25,000 to the Legal Aid Center of
6 Southern Nevada.

7 d. Reasonable attorneys' fees of Plaintiff will be awarded upon filing an
8 appropriate motion for those fees incurred in conjunction with those portions of the hearings
9 related to the MDPA identified in paragraph 26.
10

11 Dated this 14th day of September, 2012

12
13 
14 ELIZABETH GONZALEZ
15 District Court Judge

16 Certificate of Service


17 I hereby certify that on or about the date filed, this document was copied through e-
18 mail, or a copy of this Order was placed in the attorney's folder in the Clerk's Office or mailed
19 to the proper person as follows:

20 J. Stephen Peek, Esq. (Holland & Hart)

21 Samuel Lionel, Esq. (Lionel Sawyer & Collins)

22 Brad D. Brian Esq. (Munger Tolles & Olson)

23 James J. Pisanelli, Esq. (Pisanelli Bice)

24
25 
26 Dan Kutinac

27
28 ¹³ This does not prevent the Defendants from raising any other appropriate objection or privilege.

EXHIBIT 15

Debra Spinelli

From: Debra Spinelli
Sent: Tuesday, October 30, 2012 10:13 AM
To: Steve Peek (SPeek@hollandhart.com); J. Randall Jones (r.jones@kempjones.com); Mark M. Jones (m.jones@kempjones.com)
Cc: Todd Bice (tlb@pisanellibice.com); James Pisanelli; Jennifer L. Braster; Eric T. Aldrian
Subject: Steven C. Jacobs v. LVSC, et al. – follow up

Steve –

I was pondering on my drive back from court and wanted to follow up on something you said at the status conference. You mentioned that you (meaning Defendants' counsel) were going to Macau to review documents. We were under the impression, for whatever reason, that this review process in Macau had already begun. Can you please confirm (1) if documents in Macau have been reviewed for jurisdiction yet; and (2) when you (or whomever attorney for Defendants) will be going to Macau for the document review you referenced? Among other things, this may facilitate planning/scheduling.

Thanks in advance,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, NV 89169
tel 702.214.2100
fax 702.214.2101



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EXHIBIT 16

Debra Spinelli

From: Mark Jones <m.jones@kempjones.com>
Sent: Tuesday, October 30, 2012 4:48 PM
To: Debra Spinelli
Subject: Steven C. Jacobs v. LVSC, et al. -- follow up

Follow Up Flag: Follow up
Flag Status: Completed

Debbie,

Steve Peek and I are requesting a meet-and-confer with your firm to go over the scope of our ESI review for SCL, which, I understand, is required by the June 23, 2011 Stipulation and Order Regarding ESI Discovery. Specifically, we need to reach an agreement during the meeting as to the custodians for whom information should be reviewed and the search terms to be used to identify potentially responsive jurisdictional information from those custodians. We would request the meeting this Thursday or Friday, and will make ourselves available on those dates at your convenience.

Thanks,

Mark

Mark M. Jones, Esq.

KEMP, JONES & COULTHARD
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169
Phone (702) 385-6000
Fax (702) 385-6001
m.jones@kempjones.com

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From: Debra Spinelli [<mailto:dls@pisanellibice.com>]
Sent: Tuesday, October 30, 2012 10:13 AM
To: Steve Peek (S.Peek@hollandhart.com); Randall Jones; Mark Jones
Cc: Todd Bice; James Pisanelli; Jennifer L. Braster; Eric T. Aldrian
Subject: Steven C. Jacobs v. LVSC, et al. -- follow up

Steve –

I was pondering on my drive back from court and wanted to follow up on something you said at the status conference. You mentioned that you (meaning Defendants' counsel) were going to Macau to review documents. We were under the impression, for whatever reason, that this review process in Macau had already begun. Can you please confirm (1) if documents in Macau have been reviewed for jurisdiction yet; and (2) when you (or whomever attorney for Defendants) will be going to Macau for the document review you referenced? Among other things, this may facilitate planning/scheduling.

Thanks in advance,
Debbie

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EXHIBIT 17

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS	.	
	.	
Plaintiffs	.	CASE NO. A-627691
	.	
vs.	.	
	.	DEPT. NO. XI
LAS VEGAS SANDS CORP., et al..	.	
	.	Transcript of
Defendants	.	Proceedings
	.	
<u>And related cases and parties</u>	.	

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON PLAINTIFF'S MOTION TO CONDUCT
JURISDICTIONAL DISCOVERY

TUESDAY, SEPTEMBER 27, 2011

APPEARANCES:

FOR THE PLAINTIFFS:	JAMES J. PISANELLI, ESQ.
	DEBRA SPINELLI, ESQ.

FOR THE DEFENDANTS:	J. STEPHEN PEEK, ESQ.
	PATRICIA GLASER, ESQ.
	STEPHEN MA, ESQ.

COURT RECORDER:	TRANSCRIPTION BY:
JILL HAWKINS	FLORENCE HOYT
District Court	Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

1 LAS VEGAS, NEVADA, TUESDAY, SEPTEMBER 27, 2011, 4:07 P.M.

2 (Court was called to order)

3 THE COURT: All right. Can everybody please
4 identify themselves who's participating in the argument on
5 Jacobs versus Sands.

6 MR. PISANELLI: Good afternoon, Your Honor. James
7 Pisanelli on behalf of the plaintiff.

8 MS. GLASER: Good afternoon, Your Honor. Patricia
9 Glaser for Sands China, here only on the issues involving the
10 evidentiary hearing.

11 MR. PEEK: And good afternoon, Your Honor. Stephen
12 Peek on behalf of Las Vegas Sands Corp.

13 THE COURT: Okay. I think I have four agenda items,
14 some of which you don't know about. One is each of you has
15 submitted order shortening times, or at least side has
16 submitted order shortening times. One is in the Las Vegas
17 Sands versus Jacobs case, which I haven't signed, and one is
18 in the Jacobs versus Las Vegas Sands case. One's by Ms.
19 Glaser, one's by Mr. Peek. Does anybody want to discuss with
20 me the briefing schedule that we should have before I have to
21 have a conference call like I just did with Mr. Backus and his
22 adverse counsel?

23 MR. PEEK: Well, Your Honor, I sort of fall in the
24 same trap that you did with Mr. Pisanelli's motion that we're
25 here today on the jurisdictional discovery which, I think was

1 However, to the extent their work is on behalf of Sands China
2 or directly for Sands China, it will be fair game.

3 MR. PISANELLI: Questions at the end, or now?

4 THE COURT: Not yet.

5 MR. PISANELLI: Okay.

6 THE COURT: Time periods, January 1, '09, through
7 October 1, 2010. Mr. Leven's deposition may be taken, Mr.
8 Adelson's deposition may be taken. I'd really rather not get
9 into a dispute where Mr. Adelson's deposition is taken. So if
10 you guys would just listen to what the Federal Court judge
11 said. Mr. Kay's deposition, Mr. Goldstein's deposition, a
12 narrowly tailored 30(b)(6) deposition of Sands China
13 representatives. And I assume if there is an issue, someone
14 will raise it in a protective order motion.

15 Issues related to the location and scheduling of
16 board meetings, along with copies of the minutes of board
17 meetings, as well as the list of attendees and how they
18 participated in board meetings from January 1st, 2009, to
19 October 1st, 2010; documents that relate to travels from
20 Macau, China, Hong Kong, by Adelson, Leven, Goldstein, and any
21 other individual who is employed by Las Vegas Sands who was
22 acting on behalf of Sands China will be provided.

23 I am not going to require the calendars to be
24 provided. I'm not requiring phone records to be provided.

25 Documents related to Mr. Leven's service as CEO

EXHIBIT 18

Debra Spinelli

From: Debra Spinelli
Sent: Wednesday, August 01, 2012 9:54 PM
To: 'Schneider, Bradley'; Steve Peek; Brian, Brad; Weissmann, Henry; Owens, John
Cc: Todd Bice (tlb@pisanellibice.com); James Pisanelli; Jarrod L. Rickard (JLR@pisanellibice.com)
Subject: RE: Meet and Confer (LVSC search terms)

Follow Up Flag: Follow up
Flag Status: Flagged

Brad and John –

This email responds to your request that we assist LVSC in identifying search terms for LVSC to employ to search documents in its possession, custody, and control related to Jacobs' jurisdictional discovery requests. However, we stand firm in our position that it is not Mr. Jacobs' duty to tell LVSC specific documents to search for or the search terms to employ in order to locate responsive documents. The below comments and additions are largely repetitive of the comments and suggestions we made during our prior meet and confers, and believe that most of these additional terms come from Mr. Jacobs' declaration, which Defendants have had for some time.. This list of comments/terms is not meant to be exhaustive and we note that we (my firm and my client) are at a disadvantage in providing terms given that we cannot review Mr. Jacobs' documents, and we do not know LVSC's document system (if any) or the various individuals or people who may have information related to the pending discovery requests. Needless to say, Mr. Jacobs reserves all rights to compel the production of responsive documents that may or may not fall within the search terms.

Because of your stated position with regard to prostitution, blue cards, and other topics that you believe to be beyond the scope of jurisdictional discovery, we have not addressed search terms for these topics.

RFP 6 (.1 and.2): add leonel, scl (and all derivatives) w/10 of board or member* or director*, "leverage strategy" "leverage" "alves report" "investigation* w/10 government OR official*, Stanley /3 Ho (or derivatives of his name) w/25 of Parcel 6 or parcel 7 (or derivatives for the two parcels), Starwood or starwood w/3 hotel*, st. w/3 regis"

6.1: add "special advisor" or advisor, "interim CEO" (or derivatives of this title)

6.2: add "interim CEO (or derivatives of his title)"

RFP 6 re custodians – If this search is to include paper and e-documents, then the custodian search should be expanded. Leven, Adelson and their respective secretaries are not the only custodians of documents reflective of work performed. For example, the various Board members or the people to whom Leven reported (in addition to Adelson).

RFP 7: add leonel, "4 seasons" "condo*" "apartment*" "refinance*" "covenant relief" loan/5 modif* "pre-IPO"

The custodian list for RFPs 20 needs to be expanded beyond just Ken Kay.

RFP 9: add Larry (or his full first name) /3 Chu, Charles /4 Heung or wah or keung, VIP* w/5 promoter*, Venetian Marketing Services Limited, chairman* w/5 club or card or member*, Sheldon or SGA or Adelson, Michael (or Mike) /3 Leven, Leven, "high-roller*", whale*, 71646, 530636, 746600, 3272980, 3898206, 3728791 or the names associated with these player numbers), unlicensed or no* /3 license*

RFP 9 re custodians – we believe the custodian list is too narrow. It should be expanded to include those to whom Goldstein reported and those who directed/oversaw his activities.

RFP 12: in the added search terms w/25 ((SCL or "Sands China")), we would add "or Macau" and "or Macao"

The terms executive, candidate should end with an asterisk to catch the plurals of these words. We would add "employee*" to this list

RFP 12 re custodians, we believe this list should be expanded to include all of those on any recruitment committee or group of individuals involved in recruitment efforts.


RFPs 14, 15, 16, 17 and 19: you note that the search terms will be applied to all custodians' documents, not just ESI hitting on merits terms, we believe this should be done with respect to all RFPs.

Re Chairman's Club, we believe that the asterisk needs to be applied after the word Chariman* as well as the word card*

Please do not hesitate to contact me to discuss any of the above.

Thanks,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, NV 89169
tel 702.214.2100
fax 702.214.2101

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From: Schneider, Bradley [mailto:Bradley.Schneider@mto.com]
Sent: Saturday, July 28, 2012 3:50 PM
To: Steve Peek; Debra Spinelli; Todd Bice
Cc: Brian, Brad; Weissmann, Henry; Owens, John
Subject: RE: Meet and Confer

Debbie -- as discussed, and at Steve's request, I have attached proposed supplemental search terms that were prepared to address the concerns you raised with the original search terms that were run on LVSC's key jurisdictional custodians. A couple things to note. First, the new search terms are highlighted to make it easier for you to compare these terms with the original terms Steve sent you on June 26. Second, the search terms (old and new) will be run on all the documents (paper and electronic) for the pertinent custodians - that is, the terms will not be applied only to the documents that hit on merits search terms.

This does not include search terms for the Blue Card issue. While we stated on the meet and confer last Thursday that LVSC would search for and produce documents relating to this issue, we have since reconsidered that position and are currently maintaining our objection to producing these documents.

Please let us know if you have any questions or comments regarding these search terms. Once we have your feedback, LVSC will run (hopefully agreed-upon) supplemental search terms, reviewing the resulting hits, and produce non-privileged, responsive documents.

From: Steve Peek [<mailto:S.Peek@hollandhart.com>]
Sent: Friday, July 27, 2012 4:47 PM
To: Debra Spinelli; Todd Bice
Cc: Brian, Brad; Weissmann, Henry; Owens, John; Schneider, Bradley
Subject: Meet and Confer

We told you yesterday that we were going to send you today, for your review and comment, revised and expanded search terms. We have prepared revised and expanded search terms and have circulated them internally for review, comment and approval but we have not yet finalized them. I anticipate that we will have completed this process by tonight or tomorrow. The revised and expanded search terms will be coming from Brad Schneider.

With respect to the 30(b)(6), we await your further clarification of the information that you seek on items 4 through 9 as per our discussion yesterday. We have not completed our research on the privilege issues raised in items 10 through 13 and should be able to get back to you on Monday as to whether we will need court assistance on items 10 through 13 or on your further clarification of items 4 through 9. I am of the view that we will be able to work through any issues that we have on items 4 through 9 once we receive further clarification from you so I do not anticipate the need for court assistance. In the meantime, I have spoken with Max and have asked for a placeholder for a hearing on August 2. Also, I have learned today that Judge Gonzalez will not be holding court on August 3 so this date is available for a 30(b)(6) unless we reach agreement on providing you with written answers to the 30(b)(6) categories, save and except for items 14 and 15 which await Henry's return from vacation.

John, please weigh in if I have missed anything.

Please note address change below effective July 11, 2011

J. Stephen Peek, Esq.
Partner
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
(702) 669-4600 (office)
(702) 222-2544 (direct)
(775) 247-1554 (cell)

Email: speek@hollandhart.com

Reno Office
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511

(775) 327-3000 (office)
(775) 786-6179 (fax)



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From: Debra Spinelli
To: Schneider, Bradley
Cc: Todd Bice; James Pisanelli; Jarrod Rickard; Steve Peek; Brian, Brad; Weissmann, Henry; Owens, John; Bob Cassity
Subject: Re: Meet and Confer (LVSC search terms)
Date: Wednesday, August 15, 2012 8:35:14 PM

Brad-

I fear you missed a rather crucial point. We don't even have access to OUR client's documents. Thankfully, I need not have to persuade you. We look forward to you running the additional search terms.

Thanks,
Debbie

On Aug 15, 2012, at 7:55 PM, "Schneider, Bradley" <Bradley.Schneider@mto.com> wrote:

Debbie -- We understand Plaintiff's position. We simply do not agree with it and had hoped that Plaintiff would give the meet and confer process another chance to produce a consensus. Your contention that you are at a disadvantage is unpersuasive. Parties routinely agree upon search terms before having access to the other side's documents. Indeed, the Court's ESI protocol directs the parties to agree to search terms for merits review. Consistent with this directive, your predecessor counsel was able to agree with Defendants on merits search terms before they had access to any of Defendants' documents. You, by contrast, have had access to thousands of Defendants' documents for months. Your client, moreover, should be quite familiar with how Defendants "refer to things." In any event, given your stated unwillingness to confer with us further, we will proceed with the revised search terms that we have developed. I will send you those terms once they are finalized.

With respect to the second issue, I will send you some proposed modifications tomorrow

From: Debra Spinelli [mailto:dls@pisanellibice.com]
Sent: Tuesday, August 14, 2012 8:24 PM
To: Schneider, Bradley
Cc: Todd Bice; James Pisanelli; Jarrod Rickard; Steve Peek; Brian, Brad; Weissmann, Henry; Owens, John; Bob Cassity
Subject: RE: Meet and Confer (LVSC search terms)

Brad -

We have stated our position on the search term issue multiple times. And, we even have provided you suggestions for your search terms ranging from the obvious ("add

Sheldon Adelson to your search terms”) to what your client would know, but I would not have known but for news articles (i.e., how Leonel Alves referred to the 4 Seasons in relevant documents). While I understand that Sands China wants us to “agree” to search terms, we do not have access to documents that would allow us to learn how LVSC and Sands China refer to things. We are at a disadvantage and cannot agree that using the terms you have derived **“will have satisfied its obligations in responding to Plaintiff’s document requests.”** Unfortunately, we are just not in a position to be able to tell you what terms you should use to search your documents.

With regard to Jacobs’ ESI in LVSC’s possession, it is more than clear that the documents have already been reviewed by many people both within and outside of LVSC. It seems this privilege search is an after the fact pretext. In any event, we provided Jacobs’ search terms from Jacobs’ data after a very quick, 10-day review by Mr. Jacobs. Some of those search terms included connectors. While I understand your position that the terms may sweep up a lot of data that may not be privileged (something we previously acknowledged), the parties discussed on multiple occasions (including in exchanges before the Court, if my memory serves) that our search terms were going to be broad so that privileged documents would not be disclosed since the production came before any review by Jacobs’ counsel. When we can (1) review the documents; or (2) the foundational information to determine if a privilege exists (something we offered and intend to do with regard to the ESI Jacobs provided to Advanced Discovery), the over breadth issue can be resolved. In the interim, rather than my team, without access to documents, propose connectors, please let me know what you would propose. I will happily discuss this with you but, since I do not have access to documents, I’d like an actual proposal in advance.

Thanks,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, NV 89169
tel 702.214.2100
fax 702.214.2101



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From: Schneider, Bradley [mailto:Bradley.Schneider@mto.com]
Sent: Tuesday, August 14, 2012 6:10 PM
To: Schneider, Bradley; Debra Spinelli
Cc: Todd Bice; James Pisanelli; Jarrod Rickard; Steve Peek; Brian, Brad; Weissmann, Henry; Owens, John; Bob Cassity
Subject: RE: Meet and Confer (LVSC search terms)

Debbie -- we haven't heard back from you on our request to meet and confer on jurisdictional search terms. We need finality on search terms before proceeding with the next phase of Defendants' review (i.e., Jacobs's ESI in LVSC's possession, additional custodians you requested, etc.). If we do not hear from you by COB tomorrow, we will go forward with the revised terms referenced in my email below but we would prefer to apply search terms that have been agreed upon by all the parties. Please let me know when you are available to meet and confer about this issue.

From: Schneider, Bradley
Sent: Wednesday, August 08, 2012 1:20 PM
To: Debra Spinelli
Cc: Todd Bice; James Pisanelli; Jarrod Rickard; Steve Peek; Brian, Brad; Weissmann, Henry; Owens, John; Bob Cassity
Subject: RE: Meet and Confer (LVSC search terms)

Dear Debbie --

We would like to schedule a meet and confer with you tomorrow or Friday, if possible, to discuss the following matters.

1. Jurisdictional search terms. We have run your proposed search terms against the Las Vegas Sands custodians that you suggested. The resulting hits produce a review population in excess of 200,000 documents -- this is in addition to the documents that LVSC has already reviewed, or is in the process of reviewing, for responsiveness to Plaintiff's jurisdictional document requests. By paring back some of the broader terms that you proposed (e.g., IPO, Bella), we were able to reduce the "hits" to a more reasonable figure in the neighborhood of 60,000 documents, while retaining the broader base of custodians and documents (unfiltered paper and electronic documents) that you requested. LVSC is willing to expand its jurisdictional review by this magnitude and believes that, by doing so, it will have satisfied its obligations in responding to Plaintiff's document requests.

2. Plaintiff's search terms for screening ESI sourced to Jacobs that is in LVSC's possession. We would like to discuss modifying some of the

search terms that you provided earlier to identify documents containing Mr. Jacobs's personal or confidential information, etc. We believe that the terms Mr. Jacobs provided to Advanced Discovery on July 2, while perhaps appropriate for Mr. Jacobs's personal computer, are somewhat overbroad for data that Mr. Jacobs had on his work computer. Defendants' vendor, FTI, applied the same search terms to the ESI in LVSC's possession for which Jacobs was the custodian. More than 16,000 documents hit on the July 2 search terms. While we haven't reviewed these documents, we think that it is likely that they include a very large number of false hits. We therefore would like to discuss modifying Mr. Jacobs's July 2 search terms by, for example, applying connectors to certain search terms.

Your July 2 email also identifies certain specific documents by document number. We don't know if there is a way to correlate those documents with the ESI in LVSC's possession, but if you can provide FTI with search terms designed to identify those documents, please do so.

Please let us know if you are available for a call tomorrow or Friday. Because Steve Peek is out on vacation this week, his colleague, Bob Cassity, will be participating in the meet and confer on behalf of LVSC.

Bradley R. Schneider | Munger, Tolles & Olson LLP

355 South Grand Avenue | Los Angeles, CA 90071

Tel: 213.683.9237 | Fax: 213.683.4037

bradley.schneider@mto.com | www.mto.com

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From: Debra Spinelli [<mailto:dls@pisanellibice.com>]

Sent: Wednesday, August 01, 2012 9:54 PM

To: Schneider, Bradley; Steve Peek; Brian, Brad; Weissmann, Henry; Owens, John

Cc: Todd Bice; James Pisanelli; Jarrod Rickard

Subject: RE: Meet and Confer (LVSC search terms)

Brad and John –

This email responds to your request that we assist LVSC in identifying search terms for LVSC to employ to search documents in its possession, custody, and control related to Jacobs' jurisdictional discovery requests. However, we stand firm in our position that it is not Mr. Jacobs' duty to tell LVSC specific documents to search for or the search terms to employ in order to locate responsive documents. The below comments and additions are largely repetitive of the comments and suggestions we made during our

prior meet and confers, and believe that most of these additional terms come from Mr. Jacobs' declaration, which Defendants have had for some time.. This list of comments/terms is not meant to be exhaustive and we note that we (my firm and my client) are at a disadvantage in providing terms given that we cannot review Mr. Jacobs' documents, and we do not know LVSC's document system (if any) or the various individuals or people who may have information related to the pending discovery requests. Needless to say, Mr. Jacobs reserves all rights to compel the production of responsive documents that may or may not fall within the search terms.

Because of your stated position with regard to prostitution, blue cards, and other topics that you believe to be beyond the scope of jurisdictional discovery, we have not addressed search terms for these topics.

RFP 6 (.1 and.2): add leonel, scl (and all derivatives) w/10 of board or member* or director*, "leverage strategy" "leverage" "alves report" "investigation* w/10 government OR official*, Stanley /3 Ho (or derivatives of his name) w/25 of Parcel 6 or parcel 7 (or derivatives for the two parcels), Starwood or starwood w/3 hotel*, st. w/3 regis"

6.1: add "special advisor" or advisor, "interim CEO" (or derivatives of this title)

6.2: add "interim CEO (or derivatives of his title)"

RFP 6 re custodians – If this search is to include paper and e-documents, then the custodian search should be expanded. Leven, Adelson and their respective secretaries are not the only custodians of documents reflective of work performed. For example, the various Board members or the people to whom Leven reported (in addition to Adelson).

RFP 7: add leonel, "4 seasons" "condo*" "apartment*" "refinance*" "covenant relief" loan/5 modif* "pre-IPO"

The custodian list for RFPs 20 needs to be expanded beyond just Ken Kay.

RFP 9: add Larry (or his full first name) /3 Chu, Charles /4 Heung or wah or keung, VIP* w/5 promoter*, Venetian Marketing Services Limited, chairman* w/5 club or card or member*, Sheldon or SGA or Adelson, Michael (or Mike) /3 Leven, Leven, "high-roller*", whale*, 71646, 530636, 746600, 3272980, 3898206, 3728791 or the names associated with these player numbers), unlicensed or no* /3 license*

RFP 9 re custodians – we believe the custodian list is too narrow. It should be expanded to include those to whom Goldstein reported and those who directed/oversaw his activities.

RFP 12: in the added search terms w/25 ((SCL or "Sands China"), we would add "or Macau" and "or Macao"

The terms executive, candidate should end with an asterisk to catch the plurals of these words. We would add "employee*" to this list

RFP 12 re custodians, we believe this list should be expanded to include all of those on any recruitment committee or group of individuals involved in recruitment efforts.

RFPs 14, 15, 16, 17 and 19: you note that the search terms will be applied to all custodians' documents, not just ESI hitting on merits terms, we believe this should be

done with respect to all RFPs.

Re Chairman's Club, we believe that the asterisk needs to be applied after the word Chariman* as well as the word card*

Please do not hesitate to contact me to discuss any of the above.

Thanks,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, NV 89169
tel 702.214.2100
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From: Schneider, Bradley [<mailto:Bradley.Schneider@mto.com>]
Sent: Saturday, July 28, 2012 3:50 PM
To: Steve Peek; Debra Spinelli; Todd Bice
Cc: Brian, Brad; Weissmann, Henry; Owens, John
Subject: RE: Meet and Confer

Debbie -- as discussed, and at Steve's request, I have attached proposed supplemental search terms that were prepared to address the concerns you raised with the original search terms that were run on LVSC's key jurisdictional custodians. A couple things to note. First, the new search terms are highlighted to make it easier for you to compare these terms with the original terms Steve sent you on June 26. Second, the search terms (old and new) will be run on all the documents (paper and electronic) for the pertinent custodians - that is, the terms will not be applied only to the documents that hit on merits search terms.

This does not include search terms for the Blue Card issue. While we stated on the meet and confer last Thursday that LVSC would search for and produce documents relating to this issue, we have since reconsidered that position and are currently maintaining our objection to producing these documents.

Please let us know if you have any questions or comments regarding these search terms. Once we have your feedback, LVSC will run (hopefully agreed-upon) supplemental search terms, reviewing the resulting hits, and produce non-privileged, responsive documents.

From: Steve Peek [<mailto:S.Peek@hollandhart.com>]
Sent: Friday, July 27, 2012 4:47 PM
To: Debra Spinelli; Todd Bice
Cc: Brian, Brad; Weissmann, Henry; Owens, John; Schneider, Bradley
Subject: Meet and Confer

We told you yesterday that we were going to send you today, for your review and comment, revised and expanded search terms. We have prepared revised and expanded search terms and have circulated them internally for review, comment and approval but we have not yet finalized them. I anticipate that we will have completed this process by tonight or tomorrow. The revised and expanded search terms will be coming from Brad Schneider.

With respect to the 30(b)(6), we await your further clarification of the information that you seek on items 4 through 9 as per our discussion yesterday. We have not completed our research on the privilege issues raised in items 10 through 13 and should be able to get back to you on Monday as to whether we will need court assistance on items 10 through 13 or on your further clarification of items 4 through 9. I am of the view that we will be able to work through any issues that we have on items 4 through 9 once we receive further clarification from you so I do not anticipate the need for court assistance. In the meantime, I have spoken with Max and have asked for a placeholder for a hearing on August 2. Also, I have learned today that Judge Gonzalez will not be holding court on August 3 so this date is available for a 30(b)(6) unless we reach agreement on providing you with written answers to the 30(b)(6) categories, save and except for items 14 and 15 which await Henry's return from vacation.

John, please weigh in if I have missed anything.

Please note address change below effective July 11, 2011

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<image001.gif>

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this e-mail. Thank you.

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

LAS VEGAS SANDS, CORP., a
Nevada corporation, and
SANDS CHINA LTD., a
Cayman Islands corporation,

Petitioners,

vs.

CLARK COUNTY DISTRICT
COURT, THE HONORABLE
ELIZABETH GONZALEZ,
DISTRICT JUDGE,
DEPARTMENT 11,

Respondents,

and

STEVEN C. JACOBS,

Real Party in Interest.

Supreme Court Case No. 62944

**REAL PARTY IN INTEREST'S
SUPPLEMENTAL APPENDIX**

VOLUME III OF IV

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Plaintiff Steven C. Jacobs' Motion For NRCP 37 Sanctions – <i>Exhibit 6, filed under seal with the district court</i>	11/21/2012	I	000106-12
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Defendants' Opposition To Plaintiff's Motion To Compel Deposition Testimony On Order Shortening Time	1/25/2013	III	000428-65
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Plaintiff's Renewed Motion For NRCP 37 Sanctions On Order Shortening Time – <i>unredacted brief and Exhibits 9-23, filed under seal with the district court</i>	2/8/2013	IV	000516-94
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Plaintiff Steven C. Jacobs' Motion To Return Remaining Documents From Advanced Discovery	2/15/2013	IV	000599-617
Appendix Of Exhibits In Support Of Plaintiff Steven C. Jacobs' Motion To Return Remaining Documents From Advanced Discovery (Part 8 of 8)	2/24/2013	IV	000618-638

1	Reply In Support Of Plaintiff's Renewed	3/6/2013	IV	000639-46
2	Motion For NRCP 37 Sanctions,			
3	Exhibits 3 And 4 – <i>filed under seal with</i>			
4	<i>district court</i>			
5	Steven C. Jacobs' Reply In Support Of	4/8/2013	IV	000647-718
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Plaintiff Steven C. Jacobs' Motion For NRCP 37 Sanctions – <i>Exhibit 6, filed under seal with the district court</i>	11/21/2012	I	000106-12
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Reply In Support Of Plaintiff's Renewed Motion For NRCP 37 Sanctions, Exhibits 3 And 4 – <i>filed under seal with district court</i>	3/6/2013	IV	000639-46
Reply In Support Of Plaintiff Steven C. Jacobs' Motion To Compel Deposition Testimony On Order Shortening Time – <i>unredacted brief and certain exhibits filed under seal with district court</i>	1/28/2013	III	000466-93

1	Steven C. Jacobs' Reply In Support Of	4/8/2013	IV	000647-718
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3	From Advanced Discovery			
4	Substitution Of Counsel	10/25/2012	I	000036-38
5	Transcript Of Deposition Of Michael	12/4/2012	I	000113-40
6	Leven. Vol. I. Excerpts			
7	Transcript Of Deposition Of Michael	2/1/2013	III	000494-515
8	Leven. Vol. II. Excerpts			
9	Transcript Of Deposition Of Sheldon	9/6/2012	I	000022-35
10	Adelson. Vol. I. Excerpts			
11	Transcript Of February 8, 2013, Hearing	2/8/2013	IV	000595-98
12	– excerpted			

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice, and that on this 28th day of May, 2013, I electronically filed and served a true and correct copy of the above and foregoing **REAL PARTY IN INTEREST'S SUPPLEMENTAL APPENDIX VOLUME III OF IV** properly addressed to the following:

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Robert J. Cassity, Esq.
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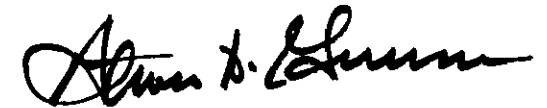
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SERVED VIA HAND-DELIVERY ON 5/29/13

The Honorable Elizabeth Gonzalez
Eighth Judicial District Court, Dept. XI
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

/s/ Kimberly Peets
An employee of Pisanelli Bice, PLLC



CLERK OF THE COURT

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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,

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

Date: January 29, 2013
Time: 8:30 a.m.

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

1 in his individual and representative capacity;
2 DOES I-X; and ROE CORPORATIONS I-X,

3 Defendants.

4 AND ALL RELATED MATTERS.

5
6 **DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL DEPOSITION**
7 **TESTIMONY ON ORDER SHORTENING TIME**

8 Defendants Las Vegas Sands Corp. ("LVSC") and Sands China Ltd. ("SCL") oppose the
9 motion to compel deposition testimony that Plaintiff filed on January 14, 2013, based on
10 objections that defense counsel made during the December 18, 2012 deposition of LVSC's Chief
11 Financial Officer, Kenneth J. Kay. Plaintiff's motion is based on a false premise — that this
12 Court has already ruled that Plaintiff can inquire into internal discussions that preceded the
13 decision to terminate Plaintiff as SCL's CEO. The Court made no such ruling at the December 6,
14 2012 hearing at which the Court granted in part Defendants' motion for a protective order. Nor
15 would such a ruling be consistent with the Nevada Supreme Court's August 26, 2011 Order
16 because evidence concerning those types of discussions is simply not relevant to any of Plaintiff's
17 jurisdictional theories.

18 **I. BACKGROUND**

19 Defendants' November 26, 2012 motion for a protective order acknowledged that, under
20 this Court's prior discovery rulings, Plaintiff is entitled to inquire into the "who, what, when and
21 where" of decisions that were made by or on behalf of SCL. Defendants argued, however, that
22 Plaintiff is *not* entitled to inquire into the details of those decisions and specifically into *why*
23 specific decisions (including the decision to terminate Jacobs as SCL's CEO) were made. *See* Ex.
24 3 to Pl. Motion, at 7:9-12. At the December 6 hearing on the motion, the Court generally agreed
25 with Defendants' position on the scope of permissible discovery under the Nevada Supreme
26 Court's Order, stating that "[w]e are not going to inquire into the substance of any determinations,
27 but the process of the decision making, the who, what, where, . . . how, when, and the
28 implementation of those decisions" was fair game. *See* Ex. 1 to Pl. Motion, at 27:15-24.

1 Plaintiff took Mr. Kay's deposition about two weeks later. Most of the deposition was
2 unobjectionable. However, towards the end of the deposition, Plaintiff's counsel asked a series of
3 questions about Jacobs' termination that did result in objections and instructions not to answer.
4 Mr. Kay was asked what his "involvement" was in Jacobs' termination; he testified that he had no
5 involvement or "input" into the decision, but was "just informed of it." *See* Ex. 4 to Pl. Motion
6 (Kay Dep. Tr.) at 189:7-15; 199:2-5. He was asked when and where he was informed of the
7 decision and testified that it was at a meeting in Las Vegas in the LVSC boardroom, "several days
8 prior to the actual termination date," at which Mr. Leven made the announcement to a number of
9 LVSC officers, including Mr. Kay. *Id.* at 190:17-192:8. Mr. Kay also testified that, prior to that
10 meeting, Mike Leven had talked to him about the decision to terminate Jacobs, although he did
11 not recall when or where that conversation took place. *Id.* at 199:7-200:2.

12 Defense counsel objected and instructed Mr. Kay not to answer only when plaintiff's
13 counsel asked whether Mr. Kay was aware of or participated in any "discussions" concerning the
14 *possibility* of terminating Jacobs. Mr. Peek explained that "[i]f you're asking him . . . at the time
15 the decision was made, who made it, where they made it, and when it was made, I'll let him
16 answer that question." *Id.* at 203:21-24. But he declined to allow the witness to answer questions
17 about when Mr. Kay first heard any "discussion" concerning the possibility of terminating Jacobs,
18 who participated in such discussions, and where they were held on the ground that such an inquiry
19 related only to the merits and not to jurisdiction. *Id.* at 202:16-203:15.

20 In his motion to compel, Plaintiff claims that Defendants' objections were based at least in
21 part on the assertion that Mr. Leven had already testified on the subject of "discussions" about
22 Jacobs' termination and therefore Plaintiff was precluded from posing the same questions to Mr.
23 Kay. But that is not true. In response to Mr. Bice's statement that he was "trying to find out who
24 were the participants in those discussions," Mr. Peek stated that "Oh, who the participants were in
25 the [decision] to terminate him? Because we know that that occurred – from Mr. Leven, we know
26 what he has testified to. Is that what you're asking?" *See* Ex. 4 to Pl. Motion, at 203:3-9.¹ Mr.

27
28 ¹ The transcript uses the word "discussion" where we have inserted the bracketed word "decision." Either
the reporter inaccurately transcribed what was said or Mr. Peek misspoke. The context makes clear that

1 Bice replied “No. What I’m trying to find out is who all was involved in the discussions about
2 terminating him.” *Id.* at 203:10-12. Mr. Peek took the position that these questions were not
3 relevant to jurisdiction and were outside the scope of inquiry the Court had allowed. But he *never*
4 suggested that Plaintiff was precluded from asking Mr. Kay about Jacobs’ termination because
5 Mr. Leven had already testified about that issue.² Accordingly, Plaintiff’s argument (at 9) that his
6 motion to compel should be granted because he is not required to accept what he characterizes as
7 the “self-serving testimony of a single witness” is a strawman that cannot possibly provide a basis
8 for the relief Plaintiff seeks.

9 II. ARGUMENT

10 Plaintiff devotes most of his motion either to setting up and then knocking down strawmen
11 (at 9:11-10:11), or fulminating about the merits of his claim that he was the victim of some
12 nefarious plot. *See, e.g.*, Pl. Motion at 10:22-26 (arguing that Jacobs “saved the titanic”); 11:13-
13 14 (“Leven revealed the impropriety of the scheme to terminate Jacobs”); 11:24-25 (the “truth”
14 “should no doubt be of great concern to public shareholders”). Remarkably, Plaintiff devotes
15 only *one* sentence in his motion to the only issue that matters at this point— namely, is the
16 discovery Plaintiff seeks relevant to the issue of jurisdiction? In that one sentence, Plaintiff
17 claims that evidence that there were discussions in Las Vegas about terminating Jacobs before the
18 decision was made to fire him would be relevant to jurisdiction because it would “demonstrate[]
19 who was controlling Sands China’s actions and from where.” Pl. Motion at 11:11-12. Plaintiff

20 _____ (continued)
21 Mr. Peek was distinguishing between the actual decision to terminate and any discussions regarding the
22 possibility of terminating Jacobs that may have preceded it and that Mr. Bice understood that distinction.
See Ex. 4 to Pl. Mot., at 202:17-204:19.

23 ² In his Motion to Compel (at 8:22-23), Plaintiff also cites a different passage of the transcript, where
24 defense counsel initially objected to questions about Mr. Leven’s role as Special Advisor to the SCL Board
25 on the ground that this Court’s March 8 Order limited the scope of Mr. Kay’s deposition to work he
26 personally performed on behalf of SCL. *See* Ex. 4 to Pl. Motion, at 95:7-97:22. It was in the context of this
27 objection that Mr. Peek made the statement Plaintiff cites — that “[y]ou had depositions of Goldstein,
28 Leven, Adelson.” *Id.* at 96:20-21. Mr. Bice responded that he was entitled to test their testimony by asking
the same questions of Mr. Kay. *See* Excerpts from Kay Dep. Tr., attached hereto as Ex. A, at 97:9-12.
Although Mr. Peek suggested that this ordinary rule might not apply given the “very narrow” discovery
order the Court had issued (*id.*, at 97:15-18), ultimately Defendants withdrew the objections they had made
and allowed Mr. Kay to testify on the subject. *Id.* at 100:8-22. Thus, contrary to Plaintiff’s argument, at
no time in the deposition did defense counsel instruct Mr. Kay not to answer on the theory that Plaintiff
was not entitled to ask questions to “test” the testimony of another deponent.

1 does not cite a single case to support that assertion. As demonstrated below, the information
2 Plaintiff seeks is in fact *not* relevant, whether under a general or specific jurisdiction theory.

3 **A. The Discovery Plaintiff Seeks To Compel Is Irrelevant To**
4 **General Jurisdiction.**

5 Plaintiff's assertion that the discovery he seeks is relevant to "who was controlling Sands
6 China's actions and from where" appears to be aimed at supporting an alter ego or veil-piercing
7 theory, under which SCL's separate corporate identity would be ignored and it would be deemed
8 to be doing business in Nevada because LVSC is headquartered here.³ If that is Plaintiff's theory,
9 the evidence he seeks is wholly irrelevant because even if LVSC in its capacity as SCL's majority
10 shareholder was entirely responsible for making the decision to terminate Jacobs, that would not
11 provide any support at all for an alter ego claim.

12 The Nevada Supreme Court has admonished that "[t]he corporate cloak is not lightly
13 thrown aside' and that the alter ego doctrine is an exception to the general rule recognizing
14 corporate independence." *Truck Ins. Exchange v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 189
15 P.3d 656, 660 (2008). In order to show that a parent company and its subsidiary are alter egos,
16 Plaintiff must demonstrate that the subsidiary corporation "is so organized and controlled, and its
17 affairs are so conducted that it is, in fact, a mere instrumentality or adjunct of another
18 corporation." *Bonanza Hotel Gift Shop, Inc. v. Bonanza No. 2*, 95 Nev. 463, 598 P.2d 227, 229
19 (1979) (internal quotations omitted). In addition, Plaintiff would have to demonstrate that
20 adherence to the fiction of corporate separateness would, under the circumstances, sanction a
21 fraud or promote injustice. *Ecklund v. Nev. Wholesale Lumber Co.*, 93 Nev. 196, 562 P.2d 479,
22 480 (1977). *Accord, Doe v. Unocal Corp.*, 248 F.3d 915, 926 (9th Cir. 2001) (to pierce the veil
23 for jurisdictional purposes, the plaintiff must show "that there is such unity of interest and
24 ownership that the separate personalities of the two entities no longer exist" and "that failure to
25 disregard their separate identities would result in fraud or injustice") (internal quotations and
26 brackets omitted).

27 ³ The Nevada Supreme Court's August 26, 2011 Order granting mandamus makes clear that LVSC's
28 contacts with the forum can be considered in the jurisdictional analysis only if Plaintiff carries the burden
of showing that LVSC controls SCL to such an extent that SCL's veil should be pierced. Order at 2.

1 The nature and level of parental control over the subsidiary is one element of this test.
2 However, the courts have stressed that “a parent corporation may be directly involved in the
3 activities of its subsidiaries [without risking veil piercing] so long as that involvement is
4 consistent with the parent’s investor status.” *Doe*, 248 F.3d at 926; *In re Western States*
5 *Wholesale Natural Gas Litig.*, 605 F.Supp.2d 1118, 1133 (D. Nev. 2009) (same). “Activities
6 consistent with investor status including monitoring of the subsidiary’s performance, supervision
7 of the subsidiary’s finance and capital budget decisions, and articulation of general policies and
8 procedures[.]” *Id.* (internal quotation marks omitted). Similarly, courts have recognized that a
9 parent corporation “is entitled to ordain [a subsidiary’s] officers and directors, influence executive
10 compensation, approve budgets, gather information about corporate performance, and receive
11 distributions of subsidiary profits.” *In re Chocolate Confectionary Antitrust Litig.*, 674 F.Supp.2d
12 580, 599-600 (M.D. Pa. 2009). “These activities typify standard parent-subsidiary interactions
13 and do not reflect daily, operational control that is the sine qua non of an alter ego relationship.”
14 *Id.* at 600. *See also Doe*, 248 F.3d at 927 (“A parent corporation may be directly involved in
15 financing and macro-management of its subsidiaries. . . without exposing itself to a charge that
16 each subsidiary is merely its alter ego”); (no alter ego where there was no evidence that the parent
17 exercised control over the day-to-day operations of its subsidiaries).

18 As the court recognized in *In re Chocolate Confectionary Antitrust Litig.*, 647 F. Supp. 2d
19 at 599-600, a parent company can decide critical “macro-management” issues such as who should
20 serve as the subsidiary’s top officers — and particularly who should be its CEO — without
21 imperiling the subsidiary’s corporate veil. Indeed, in its initial public offering documents SCL
22 specifically disclosed that LVSC “has the ability to control the selection of our senior
23 management through its control of the [SCL] Board.” *See Ex. B hereto*. Thus, even assuming that
24 Plaintiff could prove that LVSC made the decision to terminate him entirely on its own, that
25 would not provide any support at all for a veil-piercing claim.⁴

26
27 ⁴ Plaintiff has never claimed, nor could he claim, that there was any commingling of assets between SCL
28 and LVSC, that the two companies failed to observe corporate formalities, that LVSC ran the day-to-day
operations of SCL in Macau, or that acknowledging that LVSC and SCL are separate entities would work
any fraud or injustice on Jacobs, who, as SCL’s CEO at the time of the initial public offering, cannot

1 For these reasons, even the abundant discovery Plaintiff has already been permitted to take
2 regarding who made the decision to terminate him and how that decision was implemented is
3 irrelevant to the issue of general jurisdiction. But the discovery Plaintiff now demands — for
4 even more information about any and all discussions concerning the possibility of terminating
5 him — is even further removed and is not even remotely relevant to the issue of general
6 jurisdiction.

7 **A. The Discovery Plaintiff Seeks To Compel Is Also Irrelevant To**
8 **Specific Jurisdiction.**

9 When Plaintiff first sought to justify his attempts to take discovery about the decision to
10 terminate him as SCL's CEO, he argued that the discovery was relevant to whether this Court has
11 specific jurisdiction over SCL with respect to the only claim asserted against SCL, in Count III of
12 Plaintiff's First Amended Complaint, for alleged breach of a stock option agreement. "In the
13 absence of general jurisdiction, specific personal jurisdiction 'may be established only where the
14 cause of action arises from the defendant's contacts with the forum.'" *Firouzabadi v. First*
15 *Judicial Dist. Ct.*, 110 Nev. 1348, 885 P.2d 616, 619 (1994) (quoting *Budget Rent-A-Car v.*
16 *District Court*, 108 Nev. 483, 835 P.2d 17, 19 (1992)). In *Firouzabadi*, the Supreme Court
17 explained that specific jurisdiction may be exercised over a defendant in a breach of contract case
18 where

19 (1) the defendant purposefully avails himself of the privilege of serving the market in the
20 forum or of enjoying the protection of the laws of the forum, or where the defendant
21 purposefully establishes contacts with the forum state and affirmatively directs conduct
22 toward the forum state, and (2) the cause of action arises from that purposeful contact
23 with the forum or conduct targeting the forum.

24 *Id.* (internal quotations omitted).

25 Given the allegations of his own complaint, it is hard to see how Plaintiff hopes to meet
26 this standard.⁵ Plaintiff does not allege that his claim against SCL arises out of any conduct that

27 _____ (continued)
28 possibly claim to have been misled into thinking that SCL and LVSC were a single entity. Thus, any alter
ego claim would be doomed from the get-go for a variety of other reasons as well.

⁵ This is perhaps why Plaintiff did not even raise specific jurisdiction as a basis for avoiding dismissal
until after the Nevada Supreme Court issued its mandamus ruling. Defendants continue to believe that

1 SCL “affirmatively directed” toward Nevada or out of any contacts SCL “purposefully
2 establishe[d]” with Nevada. On the contrary, Plaintiff’s breach of contract claim against SCL is
3 based on an “option grant” that was issued to him outside the United States, pursuant to a written
4 resolution of the Remuneration Committee of the SCL Board, which was signed by SCL’s CFO
5 on letterhead bearing a Hong Kong address. *See* Exs. C & D hereto.⁶ Had Jacobs accepted the
6 grant (which he did not), his acceptance would have taken place in Macau, rather than in Nevada.
7 Moreover, the grant provides that it is governed by Hong Kong law and performance was to take
8 place outside the United States, by a grant of options to buy stock that was traded on the Hong
9 Kong stock exchange.

10 Plaintiff does claim, of course, that the decision to terminate Jacobs was made in Las
11 Vegas and seeks discovery to determine whether there were discussions in Las Vegas, among
12 LVSC personnel, concerning the termination. But Plaintiff does not even attempt to explain how
13 any of this would be relevant to whether there is specific jurisdiction over *SCL* (as opposed to
14 LVSC). After all, Plaintiff’s First Amended Complaint alleges that his employment relationship
15 was with LVSC and that LVSC, rather than SCL, wrongfully terminated him. *See, e.g.*, First Am.
16 Compl. ¶¶ 16-22, 56 & Count IV (asserting “tortious discharge” claim against LVSC). If, as
17 Plaintiff himself alleges, it was LVSC that both hired and fired him, then whatever LVSC may
18 have done in Las Vegas with respect to his termination cannot possibly provide a basis for finding
19 that *SCL* had *any* contact with Nevada, let alone the kind of contact that can give rise to specific
20 jurisdiction.

21 Furthermore, even if we assume (contrary to the allegations of the First Amended
22 Complaint) that Messrs. Adelson and Leven were acting for SCL and that they had discussions
23 and made the decision to terminate Jacobs when they happened to be in Las Vegas, that would
24 still not provide a basis for finding specific jurisdiction over SCL in Nevada. The important
25 question for purposes of a specific jurisdiction analysis is *not* where one of the parties made a

26 _____ (continued)
27 Plaintiff has waived this argument. But the Court need not consider that issue now because the discovery
28 Plaintiff seeks is not even arguably relevant to specific jurisdiction.

⁶ Exhibits B-D hereto were all previously verified and submitted to the Court as exhibits in support of SCL’s Motion to Dismiss, which was filed on December 22, 2010.

1 decision to take a particular action, but rather where the action was actually taken. *See, e.g., Cai*
2 *v. DaimlerChrysler AG*, 480 F.Supp.2d 1245, 1257 (D. Or. 2007) (specific jurisdiction over
3 breach of contract claim did not exist in Oregon because the contract was performed and
4 terminated outside the United States); *Katerndahl v. Brindfenberg Securities, N.C.*, 1996 WL
5 743800, at *5 (N.D. Cal. 1996) (California lacked specific jurisdiction over wrongful termination
6 claim because the plaintiff was terminated in Denmark). Here, it is undisputed that Jacobs was
7 terminated in Macau. *See* First Am. Compl. ¶¶ 31-32. Thus, Jacobs' termination would not
8 provide a basis for asserting specific jurisdiction over SCL in Nevada even if the situs of that
9 termination was relevant to SCL (which it is not).⁷

10 For all of these reasons, the location where the decision to terminate Jacobs was made
11 should be deemed irrelevant to the specific jurisdiction analysis. But the discovery Plaintiff seeks
12 to compel regarding the location of *discussions about the possibility of terminating Jacobs* is
13 even farther afield. In deciding whether there is specific jurisdiction over breach of contract
14 claims, courts consider a variety of factors, including the degree to which the defendant does
15 business in the state, whether the contract chooses the law of the forum state, and whether
16 contract duties were to be performed in the forum. *See, e.g., Consulting Engineers Corp. v.*
17 *Geometric Ltd.*, 561 F.3d 273, 278 (4th Cir. 2009) (listing factors and holding that
18 communications with the forum state did not provide a basis for specific jurisdiction where the
19 contract was negotiated and was to be performed elsewhere and did not choose the forum state
20 law). But we have not found, and Plaintiff has not cited, *any* case suggesting that the situs of
21 internal discussions by one contracting party about the possibility of terminating the contract has
22 any relevance at all to the analysis.

23 ///

24 ///


25 ///

26
27 ⁷ Plaintiff's breach of contract claim against SCL rests on SCL's refusal to honor his demand to exercise
28 stock options he claims were granted to him. First Am. Compl. ¶ 47. Thus, for purposes of specific
jurisdiction over SCL, it is irrelevant where Jacobs was terminated; the question is where SCL rejected his
demand — an event that also occurred outside the United States.

CONCLUSION

For the foregoing reasons, Defendants urge the Court to deny Plaintiff's Motion to Compel deposition testimony.

DATED January 25, 2013.



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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that on January 25, 2013, I served a true and correct copy of the foregoing **DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL DEPOSITION TESTIMONY ON ORDER SHORTENING TIME** via e-mail and by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

James J. Pisanelli, Esq.
Debra L. Spinelli, Esq.
Todd L. Bice, Esq.
Pisanelli & Bice
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
214-2100
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see@pisanellibice.com – staff

Attorney for Plaintiff


An Employee of Holland & Hart LLP

Dineen Bergsing

From: Dineen Bergsing
Sent: Friday, January 25, 2013 1:19 PM
To: 'JAMES J PISANELLI'; 'dls@pisanellibice.com'; 'tlb@pisanellibice.com'; 'Kimberly Peets'; 'see@pisanellibice.com'
Subject: LV Sands/Jacobs - Defs' Opposition to Plaintiff's Motion to Compel Deposition Testimony on Order Shortening Time
Attachments: 2371_001

Please see attached Defs' Opposition to Plaintiff's Motion to Compel Deposition Testimony on Order Shortening Time. A copy to follow by mail.

Dineen M. Bergsing

*Legal Assistant to J. Stephen Peek,
Justin C. Jones, David J. Freeman
and Nicole E. Lovelock*

Holland & Hart LLP
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CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this e-mail. Thank you.

EXHIBIT A

DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN C. JACOBS,)	
)	
Plaintiff,)	
)	
vs.)	CASE NO. A-10-627691
)	
LAS VEGAS SANDS CORP., a)	
Nevada corporation; SANDS)	
CHINA LTD., a Cayman Islands)	
corporation; DOES I through)	
X; and ROE CORPORATIONS I)	
through X,)	
)	
Defendants.)	
)	
<hr/>		
AND RELATED CLAIMS)	
)	
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VIDEOTAPE AND ORAL DEPOSITION OF KENNETH KAY
LAS VEGAS, NEVADA
TUESDAY, DECEMBER 18, 2012

REPORTED BY: CARRE LEWIS, CCR NO. 497

JOB NO. 170371

1 I'm advising him not to answer.

2 THE WITNESS: Okay.

3 BY MR. BICE:

4 Q. With respect to Mr. Leven's relationship
5 with Mr. Jacobs, what was your understanding of it
6 in terms of Mr. Jacobs being the CEO of Sands China?

7 MR. JONES: Same objection.

8 MR. BICE: You're instructing him not to
9 answer?

10 MR. JONES: Yes.

11 MR. BICE: Okay.

12 BY MR. BICE:

13 Q. What was your understanding, again, of
14 Mr. Leven relative to his reporting to the Sands
15 China board, if any?

16 MR. PEEK: You know, Todd, I think Mark has
17 made his point here, which is that you're allowed to
18 examine Mr. Kay as to what Mr. Kay's role was with
19 Sands China.

20 You had depositions of Goldstein, Leven,
21 Adelson. You have an understanding.

22 It seems to me like what you're trying to
23 do is you're somehow -- I don't know if it's
24 impeachment that you think you're going to get here,
25 but I'd ask you to please move on and get to the --

1 what role Mr. Kay played with respect to Sands
2 China.

3 And I'm going to interpose and instruct him
4 not to answer any more questions about what others
5 did as opposed to what he did.

6 MR. BICE: All right. Obviously, we don't
7 think that's an appropriate instruction.

8 MR. PEEK: I know. I know.

9 MR. BICE: I don't think you can tell a
10 person they're not entitled to somehow test other
11 people about what the activities of someone was
12 doing.

13 But you're instructing him. We're going to
14 take that up with the Court.

15 MR. PEEK: I would generally agree with you
16 if we were dealing with merits discovery, but we
17 have a very narrow order that the Court has entered
18 in, as per your request.

19 MR. JONES: Agreed.

20 MR. BICE: I don't think that the Court has
21 limited it to the same extent you do, but we will
22 take that up with her and she can decide.

23 MR. PEEK: I agree.

24 MR. BICE: So . . .

25 MR. PEEK: I guess what I'm trying to do

1 is, if you want to continue to ask the questions,
2 we'll give you the same instruction.

3 MR. BICE: I'm going to try not to do that,
4 but I also want to make a clear record.

5 MR. PEEK: No, I know. I agree.

6 MR. BICE: I don't think these instructions
7 are appropriate. I'm not going to get into an
8 argument with you about it. We'll let her decide.

9 MR. PEEK: Thank you. Thank you.

10 MR. BICE: So I've asked three different
11 questions. You've said he's not to answer anything.

12 As I understand it, he's not going to
13 answer anything about his understanding of Mike
14 Leven's role --

15 MR. PEEK: Correct.

16 MR. BICE: -- relative to Sands China?

17 MR. PEEK: That is correct.

18 MR. BICE: Are you going to give him the
19 same instruction relative to my questions about
20 Mr. Adelson's role relative to Sands China?

21 MR. PEEK: Yes.

22 MR. BICE: And Mr. Goldstein's role?

23 MR. PEEK: Yes. I mean, to the extent that
24 he may have had interaction with Mr. Adelson related
25 to things he did and conversations he had with

1 Mr. Adelson that he did for Sands China, certainly
2 that's fair game.

3 MR. BICE: Again, I think the area where we
4 disagree is I don't think we are limited to asking a
5 particular witness about their particular
6 involvement and if they have knowledge about what
7 other people were doing or they had institutional
8 understanding about what other people are doing, I
9 think that is completely fair game.

10 You disagree with that, so we are going to
11 have to let the judge decide that because that's not
12 something, I will tell you, that we are going to let
13 go on.

14 MR. PEEK: Todd --

15 MR. BICE: I'm not trying to be
16 argumentative about it.

17 MR. PEEK: I never expect you to let go of
18 anything.

19 MR. BICE: But this one, we're never go
20 going to let go on.

21 MR. PEEK: You don't need to give me your
22 remarks that you're not going to let go because I
23 know that about you already.

24 MR. BICE: All right. In light of that
25 instruction --

1 MR. PEEK: Let's take a short break.

2 MR. BICE: I was going to say, I need to
3 now go to a different spot in my outline.

4 MR. PEEK: I understand.

5 MR. BICE: Let's take a short break.

6 THE VIDEOGRAPHER: Off the record at 1:20.
7 (Off the record.)

8 MR. PEEK: I think the last question you
9 had asked of him, to which there was an objection,
10 was "So you didn't have any understanding of what he
11 was actually doing in the role as special advisor?"

12 That's the question to which you objected.

13 MR. BICE: Yes.

14 MR. PEEK: And we're withdrawing those
15 objections and to the series of the instructions
16 after that.

17 We'll go case by case, but I --

18 THE VIDEOGRAPHER: Back on the record at
19 1:28.

20 MR. PEEK: Preserving, of course, our
21 objections to the general subject matter that goes
22 beyond the scope of the order.

23 BY MR. BICE:

24 Q. Mr. Kay, did you ever talk to Mike Leven
25 about what his role was as special advisor?

1 A. No.

2 Q. Did you ever talk with anyone about what
3 Mike Leven's role was as special advisor to the
4 Sands China board?

5 A. No.

6 Q. Did you ever have any understanding of what
7 his role was as special advisor?

8 MR. PEEK: Objection. Asked and answered.
9 You may answer again.

10 THE WITNESS: I'm sorry. Can you repeat
11 the question?

12 BY MR. BICE:

13 Q. Sure.

14 Did you have any understanding of what his
15 role was as special advisor?

16 A. I think he -- as I mentioned before, I
17 think it was advisor to the board, I would say, on
18 general corporate matters and operational matters.
19 That's . . .

20 Q. Were you ever present for -- at any point
21 in time where he was rendering services or where he
22 was acting as special advisor for the Sands China
23 board?

24 A. When I was present in the Sands China board
25 meetings.

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CERTIFICATE OF DEPONENT

PAGE	LINE	CHANGE	REASON
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* * * * *

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

Kenneth Kay, Deponent

Date

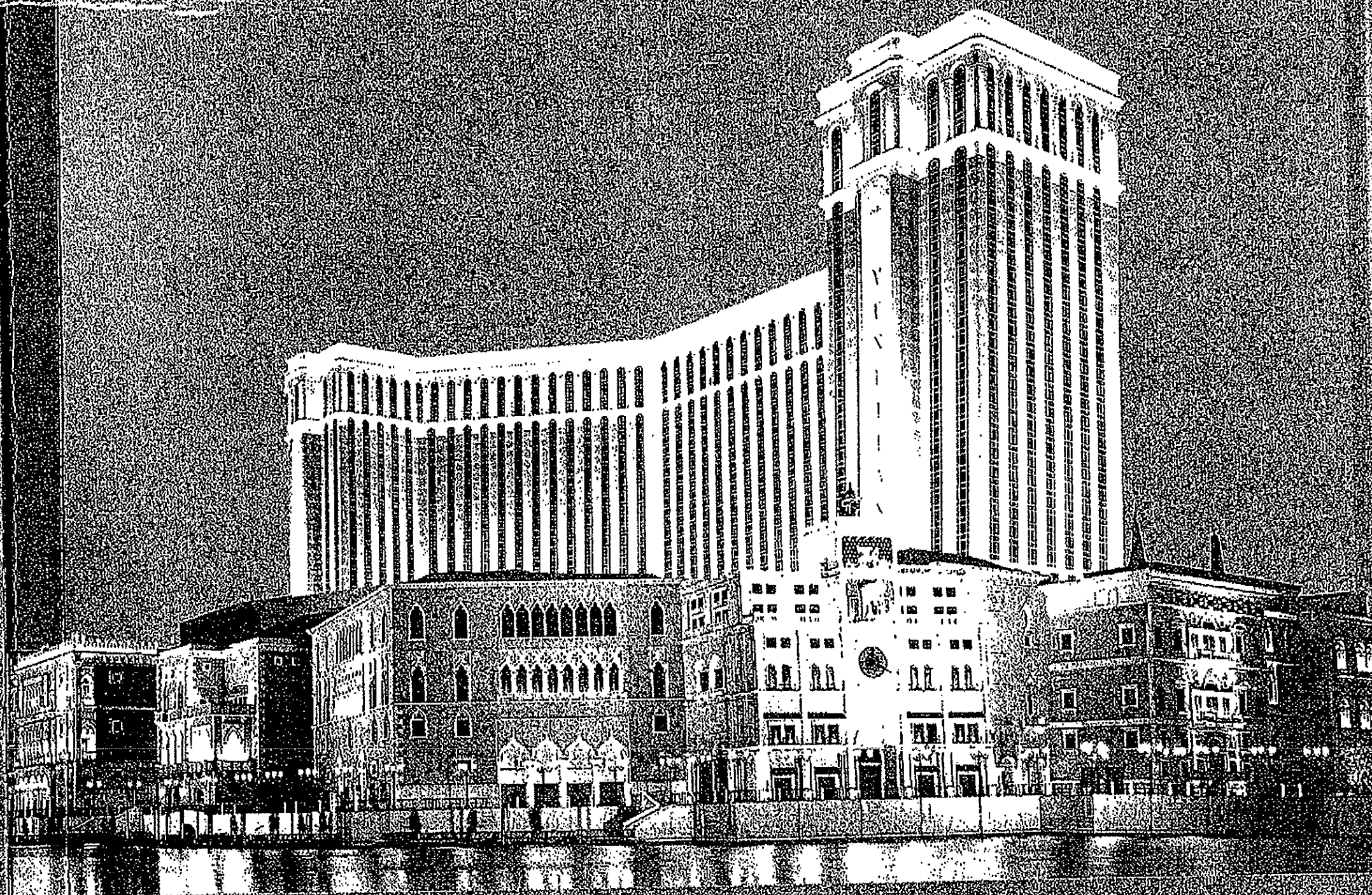
EXHIBIT B

Sands China Ltd. 金沙中國有限公司

(incorporated in the Cayman Islands with limited liability)

Stock Code: 1928

Global Offering



Joint Global Coordinators

Goldman
Sachs

citi

Joint Sponsors

Goldman
Sachs

CLSA
ASIA-PACIFIC MARKETS

Joint Bookrunners and Lead Managers

Goldman
Sachs

citi

CLSA
ASIA-PACIFIC MARKETS



BNP PARIBAS
CORPORATE & INVESTMENT BANKING

UBS

for identification purposes only

RISK FACTORS

credit agreements and other agreements limit or prohibit certain payments of dividends or other distributions to us. We expect that future credit agreements for the financing of our other developments will contain similar restrictions. On October 5, 2009, VML applied to the Macau Government to secure a special arrangement for payment of complementary tax on dividends distributed to its shareholders similar to those arrangements made between the Macau Government and other Concessionaires or Subconcessionaires. If we are unable to obtain such special arrangement, any dividends and other distributions that we receive from VML may become subject to complementary tax at a rate of up to 12.0%, which could have a material and adverse effect on our business, financial condition, results of operations, cash flows and our ability to pay dividends on our Shares. See "Financial Information—Dividend Policy."

We are controlled by LVS, our Controlling Shareholder, whose interest in our business may be different from yours.

Following the completion of the Global Offering, the Capitalization Issue and the mandatory and automatic exchange of the Bonds for Shares and assuming the Over-allotment Option is not exercised, LVS, through various intermediate companies, will control approximately 70.3% (assuming the Offer Price is HK\$10.38) and 71.5% (assuming the Offer Price is HK\$13.88), respectively, of our outstanding Shares. Accordingly, LVS is our Controlling Shareholder under the Listing Rules and has the ability to exercise control over our business policies and affairs, such as the composition of our Board of Directors and any action requiring the approval of our Shareholders, including the adoption of amendments to our Articles of Association and the approval of a merger or sale of substantially all of our assets. In addition, LVS, through various intermediate companies, has the ability to control the selection of our senior management through its control of the Board. The concentration of ownership may also delay, defer or even prevent a change in control of our Company and may make some transactions more difficult or impossible without the support of LVS. The interests of LVS may conflict with the interests of other Shareholders, and LVS, as a Controlling Shareholder, may take actions, through its concentration of ownership, that are not in the best interests of other Shareholders. Additionally, a majority of LVS's outstanding common stock is currently held by LVS's chairman and chief executive officer, Mr. Sheldon Adelson, his family members and trusts for the benefit of Mr. Adelson and/or his family members, whose interests may conflict with ours and those of our other Shareholders. For additional information regarding the share ownership of, and our relationship with our Controlling Shareholders, see "Relationship with Our Controlling Shareholders."

LVS operates and may develop additional integrated resorts or casinos outside of mainland China, Macau, Hong Kong and Taiwan that may compete with our properties. LVS may also compete with us when the undertakings in the Non-Competition Deed are terminated.

LVS operates integrated resorts or casinos in Las Vegas, Nevada and Bethlehem, Pennsylvania in the United States and is currently constructing Marina Bay Sands, an integrated resort in the Republic of Singapore. Pursuant to the Non-Competition Deed that we entered into with LVS, which limits the markets in which each of us may operate on a geographical basis, we are restricted from having any interest or involvement in gaming businesses outside of mainland China, Macau, Hong Kong and Taiwan and their respective territorial seas (collectively, the "Restricted Zone"), unless we receive LVS's prior written consent. Moreover, the Non-Competition Deed does not impact LVS's ability to continue to develop and operate new gaming projects, or engage in existing gaming operations, located outside of the Restricted Zone which, along with LVS's current operations, may provide incentives or marketing promotions that attract regional or global customers who may otherwise have patronized our properties.

Under the Non-Competition Deed, LVS and its associates (other than our Group) is restricted from having any interest or involvement in gaming businesses in the Restricted Zone unless it receives our prior written consent. However, such restriction will terminate on the earlier of the date on which (i) LVS ceases to be our Controlling Shareholder and (ii) the date on which our Shares cease to be listed on the Stock Exchange. Once such restriction is terminated, LVS may also compete with us in the

EXHIBIT C

July 7, 2010

JACOBS, Steven Craig
Present

Dear Mr. Jacobs,

Share Option Grant

I am glad to advise that in consideration of your contribution and continued services to Sands China Ltd. ("Company"), the Company has granted to you (subject to your acceptance) an option to subscribe for shares in the Company (the "Option") on the following terms:

1. Total Number of Shares

2,500,000 shares of the Company ("Shares")

2. The Subscription Price

HK\$11.83 per Share

3. The Option Period

The Option is exercisable in accordance with the following vesting scale, subject to the Option Terms and Conditions appended to this letter, as in force from time to time.

Time Period	Percentage of Option Exercisable
From 1 January 2011	50%
From 1 January 2012	100%

If you decide to exercise the Option, you are required under the Option Terms and Conditions to give a notice of exercise to the Company (a form of which is appended to this letter as Appendix I).

The Option will lapse on 11 May 2020, to the extent it has not been exercised.

4. Conditions of the Grant

The Option is subject to the Option Terms and Conditions appended to this letter as Appendix II, as in force from time to time.

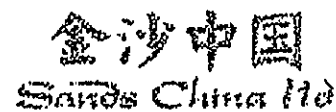
5. Acceptance of the Option

If you wish to accept this offer of the Option, please sign the duplicate copy of this notice and return it (together with remittance of HK\$1.00) to Joey Cheong (Venetian P1_LG, Human Resources –

SANDS CHINA LTD.*

Level 28, Three Pacific Place, 1 Queen's Road East, Hong Kong

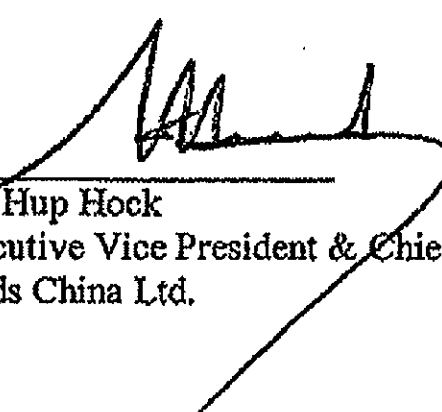
**Incorporated in the Cayman Islands with limited liability. Stock Code 1928.*



Compensation & Benefits Office) of the Company, within 28 days of the date of this letter. If **Joey Cheong** does not receive the letter and amount (in accordance with this paragraph) within 28 days, you shall be deemed to have declined the grant of the Option.

Save as mentioned above, you are required to hold the Option on terms on which it is granted and to be bound by the provisions as set out in this letter. The Option is personal and is not transferable.

By order of the Board



Foh Hup Hock
Executive Vice President & Chief Financial Officer
Sands China Ltd.

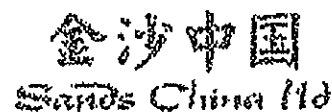
I hereby accept the offer of the grant of the Option (as defined above) and enclose HK\$1.00 in cash/by cheque.

Signature of: JACOBS, Steven Craig
Date :

Received by
Date:

SANDS CHINA LTD.*
Level 28, Three Pacific Place, 1 Queen's Road East, Hong Kong

**Incorporated in the Cayman Islands with limited liability. Stock Code 1928.*



APPENDIX I

NOTICE OF EXERCISE

SANDS CHINA LTD.

To: Chief Executive Officer of Sands China Ltd. (the "Company")
Copy: Mr. Luis Nuno Mesquita de Melo, General Counsel of the Company

I, being the holder of an Option (the "Option") to subscribe for shares ("Shares") in the Company that was granted to and accepted by me in accordance with the grant letter from the Company dated _____ (the "Grant Letter"), by this notice exercise that Option in respect of _____¹ Shares in the Company subject to that Option in accordance with the Option Terms and Conditions (as appended to the aforesaid grant letter). I confirm that I am vested in my Option as to the shares being purchased hereunder.

[Please tick the appropriate box below:]

- ☐ I hereby request the issue to me of _____ Shares in accordance with the Option Terms and Conditions and hereby enclose HK\$ _____² in cash/by cheque³, which is the remittance (the "Remittance") for the full amount of the aggregate subscription price for the Shares in respect of which this notice is given.
- ☐ I hereby request the issue to me of _____ Shares in accordance with the Option Terms and Conditions and hereby enclose Shares valued at the Fair Market Value at the time the Option is exercised equal to the exercise price of _____⁴, which is for the full amount of the aggregate subscription price for the Shares in respect of which this notice is given.

I agree to accept the Shares on the terms of the Memorandum and Articles of Association of the Company.

Signature

Name (in capitals)

Address

.....

.....

Date

¹ Please insert the number of Shares in respect of which you are exercising the Option. Please send this notice of exercise together with the Remittance to Chief Executive Officer of Sands China Ltd., copying the General Counsel.

² Please insert the relevant amount (Number of Shares x Subscription Price).

³ Please delete as appropriate.

⁴ Please insert the relevant amount (Number of Shares x Fair Market Value).

SANDS CHINA LTD.

Level 28, Three Pacific Place, 1 Queen's Road East, Hong Kong

**Incorporated in the Cayman Islands with limited liability. Stock Code 1928.*

APPENDIX II

OPTION TERMS AND CONDITIONS

The Company adopted an Equity Award Plan on November 8, 2009 (the "Plan"). The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, the Grant Letter shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan. The Committee shall have the final authority to interpret and construe the Plan and the Grant Letter and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Participant and his legal representative in respect of any questions arising under the Plan or the Grant Letter.

Set forth below are extracts of relevant provisions of the Plan. These extracts are provided for your convenience only. Please refer directly to the Plan for a complete list of terms and conditions. Should there be any variation between the terms listed below and those in the Plan, the Plan shall prevail.

1. EXERCISABILITY OF THE OPTIONS

- 1.1 Each Option shall be exercisable only by a Grantee during the Grantee's lifetime, or, if permissible under applicable law, by the Grantee's legal guardian or representative.
- 1.2 An Option may be exercised in whole or in part in the manner as set out in Clauses 2.1 and 4 by the Grantee (or his legal personal representative(s)) giving notice in writing to the Company (a form of which is appended as Appendix I to the Grant Letter) stating that the Option is thereby exercised and specifying the number of Shares to be subscribed. Each such notice must be accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given. The Option Price shall be payable (i) in cash and/or Shares valued at the Fair Market Value at the time the Option is exercised (including by means of attestation of ownership of a sufficient number of Shares in lieu of actual delivery of such shares to the Company); (ii) in the discretion of the Committee, either (A) in other property having a fair market value on the date of exercise equal to the Option Price or (B) by delivering to the Committee a copy of irrevocable instructions to a stockbroker to deliver promptly to the Company an amount of loan proceeds, or proceeds from the sale of the Shares subject to the Option, sufficient to pay the Option Price or (iii) by such other method as the Committee may allow. Notwithstanding the foregoing, in no event shall you be permitted to exercise an Option in the manner described in clause (ii) or (iii) of the preceding sentence if the Committee determines that exercising an Option in such manner would violate any other applicable law or the applicable rules and regulations of any securities exchange or inter dealer quotation system on which the securities of the Company or any Subsidiaries are listed or traded.

2. EFFECT OF TERMINATION OF EMPLOYMENT ON THE OPTIONS

- 2.1 Subject as hereinafter provided in the Equity Award Plan, the Option may be exercised by the Grantee at any time or times during the Option Period (subject to such vesting scale as set out in the grant letter above) provided that:-
- (i) **Death/Disability:** if the Grantee's employment with the Company and its subsidiaries terminates on account of the Grantee's death or by the Company or any subsidiary due to disability, the unvested portion of the Option shall expire on the date of termination and the

SANDS CHINA LTD.*

Level 28, Three Pacific Place, 1 Queen's Road East, Hong Kong

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vested portion of the Option shall remain exercisable by the Grantee through the earlier of (A) the expiration of the Option Period or (B) one year following the date of termination on account of death or disability;

- (ii) **Termination Other than due to Death/Disability or for Cause:** if the Grantee's employment with the Company and its subsidiaries is terminated for any reason other than on account of the Grantee's death or by the Company or any subsidiary due to disability or for cause, the unvested portion of the Option shall expire on the date of termination and the vested portion of the Option shall remain exercisable by the Grantee through the earlier of (A) the expiration of the Option Period or (B) ninety (90) days following such termination;
- (iii) **Termination for Cause:** if the Grantee's employment with the Company and its subsidiaries is terminated by the Company or any subsidiary for cause, both the unvested and the vested portions of the Option shall terminate on the date of such termination;
- (iv) **General Offer:** if a general offer, whether by way of a takeover offer, share repurchase offer or scheme of arrangement or otherwise in like manner is made to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, the Company shall use all reasonable endeavours to procure that such offer is extended to all the Grantees on the same terms, with appropriate changes, and assuming that they will become, by the vesting and exercise in full of the Options granted to them (whether or not they have become exercisable), shareholders of the Company. If such offer (other than a scheme of arrangement) becomes or is declared unconditional or such scheme of arrangement is formally proposed to the shareholders of the company, a Grantee shall, notwithstanding any other terms on which his Options were granted, be entitled to exercise his Option (to the extent not already exercised) to its full extent or to the extent specified in the Grantee's notice to the Company in exercise of his Option at any time up to the close of such offer or the record date for entitlements under a scheme of arrangement. Subject to the above, an Option (to the extent not already exercised) will lapse automatically on the date on which such offer closes or the record date for entitlements under a scheme of arrangement;
- (v) **Winding up of the Company:** in the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each of its shareholders give notice thereof to all Grantees and thereupon, each Grantee (or in the case of his death, his legal personal representative(s)) shall be entitled to exercise all or any of his Options (to the extent not already exercised) at any time not later than two business days prior to the proposed general meeting of the Company referred to above by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting, allot the relevant Shares to the Grantee credited as fully paid and register the Grantee as holder thereof;
- (vi) **Restructuring/Amalgamation:** if a compromise or arrangement between the Company and its members or creditors is proposed for the purposes of a scheme for the restructuring of the

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Company or its amalgamation with any other companies pursuant to the laws of the jurisdiction in which the Company was incorporated, the Company shall give notice to all the Grantees of the Options on the same day as it gives notice of the meeting to its members or creditors summoning the meeting to consider such a scheme or arrangement and any Grantee may by notice in writing to the Company accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given (such notice to be received by the Company not later than two business days prior to the proposed meeting), exercise the Option to its full extent or to the extent specified in the notice and the Company shall as soon as possible in any event no later than the business day immediately prior to the date of the proposed meeting, allot and issue such number of Shares to the Grantee which falls to be issued upon on such exercise of the Option credited as fully paid and register the Grantee as a holder thereof. With effect from the date of such meeting, the rights of all Grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent that they have not been exercised, lapse. If for any reason such compromise or arrangement does not become effective and is terminated or lapses, the rights of Grantees to exercise their respective Options shall with effect from the date of the making of the order by the relevant court be restored in full as if such compromise or arrangement had not been proposed by us.

3. TRANSFERABILITY

No Option may be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by a Grantee other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any of its subsidiaries; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

4. RIGHTS OF SHAREHOLDER

The Shares to be allotted and issued upon the exercise of an Option will not carry voting rights until completion of the registration of the Grantee (or any other person nominated by the Grantee) as the holder thereof. Subject to the aforesaid, Shares allotted and issued on the exercise of Options will rank pari passu and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation as attached to the other fully paid Shares in issue on the date of issue, save that they will not rank for any dividend or other distribution declared or recommended or resolved to be paid or made by reference to a record date falling on or before the date of issue.

5. LAPSE OF OPTION

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:-

- (i) the expiry of the Option Period;
- (ii) the expiry of any of the periods referred to in Clause 1.3 (i), (ii), (iii), (iv) and (v);
- (iii) the date on which the scheme of arrangement of the Company referred to in Clause 1.3 (vi) becomes effective;

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- (iv) subject to Clause 1.3 (v), the date of commencement of the winding-up of the Company; or
- (v) the date on which the Board shall exercise the Company's right to cancel the Option at any time after the Grantee commits a breach of Clause 1.1 or the Options are cancelled in accordance with Clause 6.

6. REORGANISATION OF CAPITAL STRUCTURE

In order to prevent substantial enlargement or dilution of a Grantee's rights in a manner consistent with the purposes of the Equity Award Plan, the committee administering the Equity Award Plan ("Committee") shall make an equitable adjustment or substitution to the number, price or kind of a Share or other consideration subject to such scheme or as otherwise determined by the Committee to be equitable (i) in the event of changes in the outstanding Shares or in the capital structure of the Company by reason of share or extraordinary cash dividends, share splits, reverse share splits, recapitalization, reorganizations, mergers, consolidations, combinations, exchanges, or other relevant changes in capitalization occurring after the date of grant of any Option or (ii) in the event of any change in applicable laws or any change in circumstances which results in or would result in any substantial dilution or enlargement of the rights granted to, or available for, participants, or which otherwise warrant equitable adjustment because it interferes with the intended operation of the Equity Award Plan, provided however, that the manner of any such equitable adjustment shall be determined by the Committee in its sole discretion in compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited ("Listing Rules") and their decision shall be final and conclusive and binding on the Company and the Grantees.

Notwithstanding the above, in the event of any of the following:

- (i) the Company is merged or consolidated with another corporation or entity and, in connection therewith, consideration is received by shareholders of the Company in a form other than shares or other equity interests of the surviving entity;
- (ii) all or substantially all of the Company's assets are acquired by another person;
- (iii) the reorganization or liquidation of the Company; or
- (iv) the Company shall enter into a written agreement to undergo an event described in paragraphs (i), (ii) or (iii) above,

then the Committee may, in its discretion and upon at least 10 days advance notice to the affected persons, cancel any outstanding Options and cause the holders thereof to be paid, in cash or Shares, or any combination thereof, the value of such Options based upon the price per Share received or to be received by other shareholders of the Company in the event.

7. CANCELLATION OF OPTIONS

The Committee may, to the extent consistent with the terms of the Equity Award Plan, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any Option theretofore granted or the associated option agreement, prospectively or retroactively, provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would impair the rights of any Grantee or any holder or beneficiary of any Option

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therefore granted shall not to that extent be effective without the consent of the affected Grantee, holder or beneficiary; and provided further that, without shareholder approval, no amendment or modification may reduce the Subscription Price of any Option.

8. **MISCELLANEOUS**

- 8.1 **No Rights to Employment:** The grant of Options and these Terms and Conditions shall not form part of any contract of employment between the Company or any subsidiary and any employee and the rights and obligations of any employee under the terms of his office or employment shall not be affected thereby. No Grantee shall have any additional rights to compensation or damages in consequence of the termination of such office or employment for any reason as a result of the grant of an Option to him.
- 8.2 **No Legal or Equitable Rights:** These Terms and Conditions shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company.
- 8.3 **Governing Law:** These Terms and Conditions and Options granted hereunder shall be governed by and construed in accordance with Hong Kong law.

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EXHIBIT D

SANDS CHINA LTD.

(Incorporated in the Cayman Islands with limited liability)
(the "Company")

WRITTEN RESOLUTION OF THE REMUNERATION COMMITTEE OF THE BOARD OF DIRECTORS OF THE COMPANY (THE "COMMITTEE")

Written resolution of the Committee dated May 10, 2010.

1. STOCK OPTION GRANT

- 1.1 **IT IS NOTED THAT** the Company wishes to grant options to purchase shares in the Company to Mr. Steven Craig Jacobs, the Chief Executive Officer and Executive Director of the Company ("Mr. Jacobs"), in recognition of his contribution and to encourage continuing dedication.
- 1.2 **IT IS NOTED THAT,** the Committee has determined that it wishes to grant Mr. Jacobs options to purchase 2,500,000 shares in the Company on May 11, 2010.
- 1.3 **IT IS HEREBY RESOLVED** by the Committee and approved by the Independent Non-Executive Directors that Mr. Jacobs be granted options to purchase 2,500,000 shares in the Company on May 11, 2010.
- 1.4 **IT IS HEREBY RESOLVED** by the Committee and approved by the Independent Non-Executive Directors that the exercise price per share of each option granted hereunder shall be either the official closing price of the Company's shares as stated in the daily quotation sheets of the Stock Exchange of Hong Kong Limited (the "Stock Exchange") on May 11, 2010, or the average of the official closing price of the Company's shares as stated in the daily quotation sheets of the Stock Exchange for the 5 business days immediately preceding the date of grant, whichever is higher.
- 1.5 **IT IS HEREBY RESOLVED** by the Committee and approved by the Independent Non-Executive Directors that the validity period of the options granted hereunder shall be ten (10) years.
- 1.6 **IT IS HEREBY RESOLVED** by the Committee and approved by the Independent Non-Executive Directors that the options granted hereunder to Mr. Jacobs shall and do hereby vest in accordance with the following schedule:

January 1, 2011	January 1, 2012
50%	50%

[Remainder of page intentionally left blank]

David Turnbull

*Independent Non-executive Director and
Chairman of the Remuneration Committee*

Iain Bruce

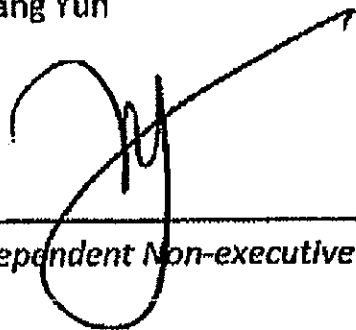


*Independent Non-executive Director and
member of the Remuneration Committee*

Jeffrey Schwartz

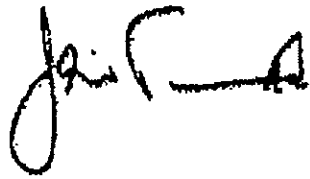
*Non-executive Director and
member of the Remuneration Committee*

Chiang Yun



Independent Non-executive Director

David Turnbull



*Independent Non-executive Director and
Chairman of the Remuneration Committee*

Iain Bruce

*Independent Non-executive Director and
member of the Remuneration Committee*

Jeffrey Schwartz

*Non-executive Director and
member of the Remuneration Committee*

Chiang Yun

Independent Non-executive Director

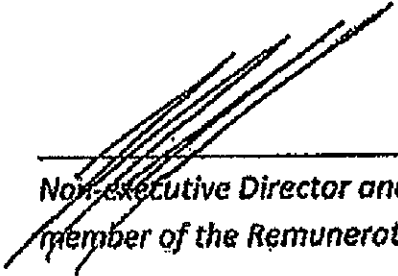
David Turnbull

*Independent Non-executive Director and
Chairman of the Remuneration Committee*

Iain Bruce

*Independent Non-executive Director and
member of the Remuneration Committee*

Jeffrey Schwartz



*Non-executive Director and
member of the Remuneration Committee*

Chiang Yun

Independent Non-executive Director

DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN C. JACOBS,)	
)	
Plaintiff,)	
)	
vs.)	CASE NO. A-10-627691
)	
LAS VEGAS SANDS CORP., a)	
Nevada corporation; SANDS)	
CHINA LTD., a Cayman Islands)	
corporation; DOES I through)	
X; and ROE CORPORATIONS I)	
through X,)	
)	
Defendants.)	
_____)	
)	
AND RELATED CLAIMS)	
_____)	

VIDEOTAPE AND ORAL DEPOSITION OF MICHAEL LEVEN

VOLUME II

PAGES 268-456

LAS VEGAS, NEVADA

FRIDAY, FEBRUARY 1, 2013

REPORTED BY: CARRE LEWIS, CCR NO. 497

JOB NO. 173048

1 DEPOSITION OF MICHAEL LEVEN,
2 taken at 3883 Howard Hughes Parkway, Suite 800,
3 Las Vegas, Nevada, on Friday, February 1, 2013, at
4 11:24 a.m., before Carre Lewis, Certified Court
5 Reporter, in and for the State of Nevada.
6

7 APPEARANCES:

8 For the Plaintiff:

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16 see@pisanellibice.com
17 eta@pisanellibice.com

18 For Las Vegas Sands and Sands China Limited:

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3 LAS VEGAS SANDS CORP.

BY: IRA H. RAPHAELSON, ESQ.

4 GLOBAL GENERAL COUNSEL

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6 ira.raphaelson2lasvegassands.com

7 The Videographer:

8 Litigation Services

By: Benjamin Russell

9 3770 Howard Hughes Parkway, Suite 300

Las Vegas, Nevada 89169

10 (702) 314-7200

11 Also Present:

12 Steven Jacobs

13

14

15

16

17

18

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20

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I N D E X

WITNESS: MICHAEL LEVEN

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1 LAS VEGAS, NEVADA; FRIDAY, FEBRUARY 1, 2013;

2 11:24 A.M.

3 -oOo-

4 THE VIDEOGRAPHER: This is the beginning of

5 Videotape Number 1 in the deposition of Michael 11:24:10

6 Leven in the matter of Jacobs versus Las Vegas Sands

7 Corporation, held at Pisanelli Bice at 3883 Howard

8 Hughes Parkway, Suite 800, Las Vegas, Nevada 89169

9 on the 1st of February, 2013 at approximately

10 11:28 a.m. 11:24:33

11 The court reporter is Carre Lewis. I am

12 Benjamin Russell, the videographer, an employee of

13 Litigation Services.

14 This deposition is being videotaped at all

15 times unless specified to go off the record. 11:24:45

16 Would all present please identify

17 themselves, beginning with the witness

18 THE WITNESS: Michael Leven.

19 MR. PEEK: Stephen Peek representing Sands

20 China Limited and Las Vegas Sands Corp. 11:25:00

21 MR. JONES: Mark Jones on behalf of Sands

22 China Limited.

23 MR. RAFAELSON: Ira Rafaelson on behalf of

24 Las Vegas Sands Corp.

25 MR. ALDRIAN: Eric Aldrian on behalf of 11:25:05

1 talk later when you get back about exorcism
2 strategy."

3 A. Yes.

4 Q. What do you mean by "exorcism strategy"?

5 A. The strategy of how the termination would 11:32:25
6 take place and what the relationships would be and
7 what the discussions and negotiations would be.

8 Q. Okay. And why was Mr. Dumont involved in
9 that?

10 A. Mr. Dumont was -- worked very closely with 11:32:39
11 me, particularly on HR matters, and I used him as a
12 resource and advisor in those capacities.

13 Q. All right. But Mr. Dumont -- did he have
14 any role on behalf of Sands China in this, or was he
15 acting for Las Vegas Sands in this? 11:33:03

16 A. His role was an advisor to me.

17 Q. All right.

18 A. In whatever capacity I was in.

19 Q. So he would also provide you advice in your
20 role as either a board member for Sands China or 11:33:11
21 special advisor to the board of Sands China?

22 A. Yes.

23 Q. Were his services something within the
24 scope, at least in your mind, of the shared services
25 agreement? 11:33:26

1 A. I didn't think of it -- didn't think of his
2 role involved in the shared services agreement. I
3 suppose. I mean, if you looked at the definition of
4 the shared services agreement, he would probably
5 come under it, but I never really thought of it that 11:33:47
6 way when I was -- I just used him as an advisor to
7 me.

8 Q. Did he provide advisory services to anyone
9 else on behalf of Sands China Limited, to your
10 knowledge? 11:34:02

11 A. I don't remember.

12 Q. Do you recall whether or not you did talk
13 with Mr. Dumont about the exorcism strategy?

14 A. I don't remember.

15 Q. And Mr. Dumont is based in Las Vegas? 11:34:26

16 A. Correct.

17 Q. And were these communications that you were
18 having with Mr. Dumont about this exorcism strategy,
19 were they occurring in Las Vegas?

20 A. I don't remember. Mr. Dumont was in 11:34:37
21 Las Vegas.

22 Q. Okay. Do you recall having any meetings
23 with Mr. Dumont about this exorcism strategy in
24 Las Vegas?

25 A. No. 11:35:00

1 (Exhibit 41 marked.)

2 BY MR. BICE:

3 Q. Showing you what's been marked as
4 Exhibit 41.

5 Have you reviewed this, Exhibit 41, 03:16:57
6 Mr. Leven?

7 A. Uh-huh.

8 Q. Do you have any reason to believe that you
9 did not receive this?

10 A. No. 03:17:02

11 Q. And Ron Reese is based here in Las Vegas,
12 correct?

13 A. Correct.

14 Q. Okay. And is it true that the plan for
15 terminating Mr. Jacobs was being carried out here in 03:17:14
16 Las Vegas?

17 A. No. The plan -- the -- the arrangements
18 for carrying out the termination of Steve Jacobs was
19 developed here and executed there.

20 Q. Where -- 03:17:29

21 (Discussion held off the record.)

22 BY MR. BICE:

23 Q. The -- you say that the plan was -- let me
24 get your words right.

25 The arrangements for carrying out the 03:17:49

1 **termination was developed here and executed there?**

2 A. That's correct.

3 **Q. Okay. Where was the press release sent out**
4 **from?**

5 A. I can't tell you that. 03:17:59

6 **Q. Okay. Where was it generated?**

7 A. Ron Reese is the VP of communications here.
8 The -- generally, I would say it would -- it says
9 here, "Here's a draft," so I don't know where the
10 thing went out from. It could have gone out from 03:18:18
11 Hong Kong or Macau or from here.

12 **Q. Okay. Where was it prepared?**

13 A. I'm sure it was prepared here.

14 **Q. Were there any documents surrounding**
15 **Mr. Jacobs's termination that were actually prepared** 03:18:30
16 **in Macau, to your knowledge?**

17 A. I don't know how many documents were
18 prepared in either place. I have no idea.

19 **Q. Weren't the documents for his removal as an**
20 **officer prepared in Las Vegas?** 03:18:46

21 A. I don't -- frankly, I don't think so. I
22 think there were documents prepared in Macau that we
23 had to sign and do there, but I'm not a hundred
24 percent certain.

25 **Q. Did any of the board members for Sands** 03:19:07

1 China give any input, to your knowledge, on the
2 termination statement?

3 MR. PEEK: Don't answer that.

4 Getting into, again, the merits, Mr. Bice.

5 MR. BICE: No. I'm getting into who's 03:19:24
6 making the decisions, so we'll take that up.

7 MR. PEEK: Go ahead and answer that
8 question that I'd given the instruction. I'll
9 withdraw my objection.

10 THE WITNESS: Am I supposed to answer now? 03:19:47

11 MR. PEEK: Go ahead and answer the
12 question again.

13 THE WITNESS: Ask it again.

14 MR. BICE: Sure.

15 BY MR. BICE: 03:19:51

16 Q. The question was did any of the Sands China
17 board members give any input on the termination
18 statement.

19 A. I don't believe so.

20 (Exhibit 42 marked.) 03:20:08

21 BY MR. BICE:

22 Q. I show you now what's been marked as
23 Exhibit 42.

24 A. Uh-huh.

25 Q. You did provide comments though, it looks 03:20:29

1 BY MR. BICE:

2 Q. Exhibit 51, Mr. Leven, did you have any
3 role in its preparation?

4 A. Well, I didn't write it, but I was asked
5 for a variety of reasons to summarize some of the 04:00:36
6 reasons of why this event occurred.

7 Q. Okay. And who were you asked by?

8 A. By the chairman and by the legal
9 department.

10 Q. And "the legal department" being which 04:00:48
11 legal department?

12 A. At that point, it was Gayle Hyman. The
13 legal department in Macau was not qualified.

14 Q. Okay.

15 A. So we did it with -- we did it with -- with 04:00:58
16 her.

17 MR. PEEK: You asked him all of these same
18 questions: Do you know where it was drafted?

19 No.

20 Did you know -- did you have any 04:01:09
21 involvement in drafting it?

22 You asked him all of these questions
23 already, previously.

24 MR. BICE: And obviously he has developed
25 some different recollection of it today, hasn't he, 04:01:15

1 Q. All right. Any information you provided
2 after becoming acting CEO of Sands China, you would
3 have provided in that capacity; is that correct?

4 A. I would think so.

5 Q. When was the earliest date you can recall 04:03:33
6 providing any information -- any of these reasons to
7 the legal department in Las Vegas?

8 A. Probably sometime between the last week of
9 June and the time this letter had come out, there
10 were discussions. 04:03:55

11 Q. Okay. How about prior to -- had you
12 provided any of these reasons to the legal
13 department in Las Vegas prior to your meeting with
14 Mr. Jacobs in Macau, where you asked for his
15 resignation? 04:04:09

16 A. Yes.

17 Q. Do you believe you had provided all of
18 them --

19 A. No.

20 Q. -- prior to that date? 04:04:13

21 A. No.

22 Q. Can you tell me, in looking at Exhibit 51,
23 which ones do you believe you provided to the legal
24 department in Las Vegas prior to --

25 A. I could not remember which ones I talked 04:04:25

1 of, and that's all I'm trying to get clear.

2 So we'll let -- we'll let Eric go get it.

3 And we'll show it to you, and then we'll clear it
4 up. Okay?

5 And while we're waiting on that -- 04:43:09

6 THE WITNESS: Go on to the next one.

7 MR. BICE: Let's go on to something else.

8 (Discussion held off the record.)

9 (Exhibit 57 marked.)

10 BY MR. BICE: 04:44:19

11 Q. Showing you what's been marked as
12 Exhibit 57, Mr. Leven. Can you tell me what
13 Exhibit 57 is, Mr. Leven?

14 A. I don't have the slightest idea what this
15 is. 04:44:50

16 Q. Can you make heads or tails out of even
17 what it addresses by reading it?

18 A. I'm looking at it three times, and I don't
19 have the slightest idea what it is.

20 Q. Okay. 04:45:01

21 A. Am I supposed to know? I have no idea.
22 (Exhibit 58 marked.)

23 BY MR. BICE:

24 Q. This is 58. Mr. Leven, can you tell me
25 what 58 is? 04:45:35

1 MR. JONES: Thank you.

2 THE VIDEOGRAPHER: Going off the record at
3 5:14 p.m.

4 (Deposition concluded at 5:14 p.m.)

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1 CERTIFICATE OF DEPONENT

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17 I, Michael Leven, deponent herein, do hereby
18 certify and declare the within and foregoing
19 transcription to be my deposition in said action;
20 under penalty of perjury; that I have read,
21 corrected and do hereby affix my signature to said
22 deposition.

23 _____
24 Michael Leven, Deponent25 _____
Date

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
3) SS:
4 COUNTY OF CLARK)

5 I, Carre Lewis, a duly commissioned and licensed
6 Court Reporter, Clark County, State of Nevada, do
7 hereby certify: That I reported the taking of the
8 deposition of the witness, Michael Leven, commencing
9 on Friday, February 1, 2013, at 11:24 a.m.

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

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

21 IN WITNESS HEREOF, I have hereunto set my hand,
22 in my office, in the County of Clark, State of
23 Nevada, this 10th day of February 2013.

24 
25 _____
CARRE LEWIS, CCR NO. 497

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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13 *Attorneys for Real Party in Interest*
14 *Steven C. Jacobs*

15 LAS VEGAS SANDS, CORP., a
16 Nevada corporation, and
17 SANDS CHINA LTD., a
18 Cayman Islands corporation,

19 Petitioners,

20 vs.

21 CLARK COUNTY DISTRICT
22 COURT, THE HONORABLE
23 ELIZABETH GONZALEZ,
24 DISTRICT JUDGE,
25 DEPARTMENT 11,

26 Respondents,

27 and

28 STEVEN C. JACOBS,

Real Party in Interest.

Supreme Court Case No. 62944

**REAL PARTY IN INTEREST'S
SUPPLEMENTAL APPENDIX**

VOLUME IV OF IV

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Plaintiff Steven C. Jacobs' Motion To Return Remaining Documents From Advanced Discovery	2/15/2013	IV	000599-617
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1	Reply In Support Of Plaintiff's Renewed	3/6/2013	IV	000639-46
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4	<i>district court</i>			
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Plaintiff Steven C. Jacobs' Motion To Compel Deposition Testimony On Order Shortening Time – <i>unredacted brief and certain exhibits filed under seal with district court</i>	1/15/2013	III	000325-427
Plaintiff Steven C. Jacobs' Motion To Return Remaining Documents From Advanced Discovery	2/15/2013	IV	000599-617
Plaintiff Steven C. Jacobs' Reply In Support Of Motion For NRCP 37 Sanctions And Opposition To Defendants' Motion For A Protective Order On Order Shortening Time	12/17/2012	II	000141-324
Plaintiff's Renewed Motion For NRCP 37 Sanctions On Order Shortening Time – <i>unredacted brief and Exhibits 9-23, filed under seal with the district court</i>	2/8/2013	IV	000516-94
Reply In Support Of Plaintiff's Renewed Motion For NRCP 37 Sanctions, Exhibits 3 And 4 – <i>filed under seal with district court</i>	3/6/2013	IV	000639-46
Reply In Support Of Plaintiff Steven C. Jacobs' Motion To Compel Deposition Testimony On Order Shortening Time – <i>unredacted brief and certain exhibits filed under seal with district court</i>	1/28/2013	III	000466-93

1	Steven C. Jacobs' Reply In Support Of	4/8/2013	IV	000647-718
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4	Substitution Of Counsel	10/25/2012	I	000036-38
5	Transcript Of Deposition Of Michael	12/4/2012	I	000113-40
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9	Transcript Of Deposition Of Sheldon	9/6/2012	I	000022-35
10	Adelson. Vol. I. Excerpts			
11	Transcript Of February 8, 2013, Hearing	2/8/2013	IV	000595-98
12	– excerpted			

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice, and that on this 28th day of May, 2013, I electronically filed and served a true and correct copy of the above and foregoing **REAL PARTY IN INTEREST'S SUPPLEMENTAL APPENDIX VOLUME IV OF IV** properly addressed to the following:

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MORRIS LAW GROUP
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SERVED VIA HAND-DELIVERY ON 5/29/13

The Honorable Elizabeth Gonzalez
Eighth Judicial District Court, Dept. XI
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

/s/ Kimberly Peets
An employee of Pisanelli Bice, PLLC

ORIGINAL

Allen D. Quinn

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants
.....

CASE NO. A-627691

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON PLAINTIFF'S MOTION FOR PROTECTIVE ORDER

FRIDAY, FEBRUARY 8, 2012

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.
TODD BICE, ESQ.

FOR THE DEFENDANTS:

J. STEPHEN PEEK, ESQ.
MARK JONES, ESQ.
MICHAEL LACKEY, ESQ.

COURT RECORDER:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

RECEIVED
FEB 13 2013
CLERK OF THE COURT

000595

1 who I know are trying to do what they have to do under Macau
2 law, making the determination as to what U.S. counsel gets to
3 see, it appears that we are in violation of my order. I'm not
4 going to say anything else about it today, because I'm sure
5 somebody will work it out someday or bring a motion. But it
6 appears problematic to me given the sanction that I've issued.

7 MR. LACKEY: Your Honor, just one note. The
8 redaction that were, in our motion that we submitted on the
9 7th, I believe it was right around in there, notes there were
10 two bases, and one was the notion that the actual name of the
11 person is not relevant to jurisdiction. And in light of, you
12 know, that fact, as well, of what the issue is the interaction
13 under the jurisdictional theories between the two companies.
14 And so, you know, the precise name of the person wouldn't be
15 relevant to that issue. So there were actually two bases --

16 THE COURT: Yeah, but the precise name of the person
17 is a Macau Data Privacy Act issue. I've already said you
18 can't rely on the Macau Data Privacy Act. Relevance is not an
19 appropriate issue for which to withhold documents, period, end
20 of story.

21 All right. Now, before we go on the document issue
22 -- because I am really here on whether Mr. Jacobs gets to have
23 his deposition taken, is really all we're doing. I agree with
24 you, you get to take his deposition. My concern is a timing
25 issue. And it sounds like I have some other bridges to cross

1 MR. BICE: -- I thought that was an invitation to
2 just keep going, Your Honor.
3 THE COURT: Three times I interrupted you.
4 Anything else?
5 MR. BICE: Thank you, Your Honor.
6 THE COURT: Sorry you can't do the deposition now,
7 but we'll get it scheduled soon.
8 MR. JONES: Thank you.
9 MR. PEEK: Your Honor, thank you for the time. And
10 I'd love to stay and listen to Mr. Ferrario, but I have much
11 better things to do.
12 THE PROCEEDINGS CONCLUDED AT 9:01 A.M.
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CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

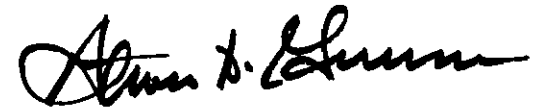
**FLORENCE HOYT
Las Vegas, Nevada 89146**

Florence M. Hoyt

FLORENCE HOYT, TRANSCRIBER

2/10/13

DATE



CLERK OF THE COURT

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Attorneys for Plaintiff Steven C. Jacobs

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

AND RELATED CLAIMS

Case No.: A-10-627691

Dept. No.: XI

**PLAINTIFF STEVEN C. JACOBS'
MOTION TO RETURN REMAINING
DOCUMENTS FROM ADVANCED
DISCOVERY**

Hearing Date:

Hearing Time:

Plaintiff Steven C. Jacobs ("Jacobs") moves to compel the return of all remaining documents which he deposited with this Court's third-party ESI provider, Advanced Discovery. These remaining documents, more than 11,000 in total, are being withheld under the auspices of supposed privileges asserted by the Defendants Las Vegas Sands Corp. ("LVSC") and/or Sands China, Ltd. ("Sands China"). These are, of course, documents that Jacobs generated, received and/or possessed in serving as the Chief Executive Officer of Sands' gaming operations in Macau.

Unfortunately, these Defendants have made no bones as to their intent to preclude Jacobs' access to proof at all costs. They have misrepresented the existence and location of evidence, as

1 well as erect artificial barriers insisting that they cannot produce documents into the United States
2 after years of contrary practice. But, that strategy can only get them so far. They cannot pretend
3 that documents that Jacobs possesses do not exist. Thus, they must pursue a different tact for
4 these. Unable to convince the Court that they were "stolen," Defendants then went through
5 Jacobs' documents asserting claims of supposed privilege as a basis to keep evidence from view.
6 Their initial privilege log exceeded 3,000 pages in length. They later modified it to only slightly
7 exceed 1,700 pages. They advanced these so-called privileges despite the fact that Jacobs is
8 mostly the author or recipient of these documents, and that their subject matter is squarely at issue
9 based upon the claims, defenses and counterclaims asserted.

10 Regardless, their proffered privilege log is superficial and does not demonstrate legitimate
11 claims of privilege. Indeed, there are multiple documents where there is no author identified, no
12 recipient identified, or even a subject matter. Others are communications with third parties. On
13 top of that, contrary to Defendants' wishful thinking, the law does not effectuate a lobotomy on a
14 former executive's knowledge as to communications, even those with in-house legal personnel.
15 Presupposing that such documents could be privileged against outsiders, they are not as against
16 the former employee, particularly when those documents concern the very subject matters at issue
17 in the case.

18 Even those courts that say that the attorney-client privilege belongs to the corporation, not
19 those running it, recognize that a litigant is still entitled to access the documents and
20 communications that he/she created or participated in while affiliated with the entity. And this
21 makes all the more sense in a case such as this where the documents are put at issue by the
22 litigants. Indeed, the Defendants cannot prevent Jacobs from seeing his own documents, so they
23 are attempting to use contrived claims of privilege to prevent his legal counsel from seeing what
24 exists. There is and can be no legal basis for blinding a party's legal counsel to sources of proof.

25 This is in addition to the settled fact that those claiming any privilege bear a strict burden
26 of proof and persuasion. All doubts are resolved in favor of production and against any attempts
27 to use privileges to obstruct the search for the truth. Defendants' log fails to substantiate any
28 legitimate claims of privilege, let alone those that would preclude Jacobs' counsel from accessing

1 records he possesses. And this is particularly so when defendants issue false denials and
2 proclaims how there is "no evidence" of their wrongdoing, but then attempts to assert privilege
3 over the very evidence that they claim does not exist.

4 This Motion is supported by the following Memorandum of Points and Authorities, any
5 and all exhibits attached thereto, the papers and pleadings on file herein, including Jacobs' Motion
6 for Protective Order, *Or* Alternatively Motion to Compel Production of Documents, and any oral
7 argument this Court may consider.

8 DATED this 15th day of February, 2013.

9 PISANELLI BICE PLLC

10 By: /s/ Todd L. Bice
11 James J. Pisanelli, Esq., Bar No. 4027
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16 Attorneys for Plaintiff Steven C. Jacobs
17
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NOTICE OF MOTION

PLEASE TAKE NOTICE that the undersigned counsel will appear at Clark County Regional Justice Center, Eighth Judicial District Court, Las Vegas, Nevada, on the ²² day of ^{Chambers} March, 2013, at __ .m., in Department XI, or as soon thereafter as counsel may be heard, to bring this **PLAINTIFF STEVEN C. JACOBS' MOTION TO RETURN REMAINING DOCUMENTS FROM ADVANCED DISCOVERY** on for hearing.

DATED 15th day of February, 2013.

PISANELLI BICE PLLC

By: /s/ Todd L. Bice
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Attorneys for Plaintiff Steven C. Jacobs

MEMORANDUM OF POINTS AND AUTHORITIES

I. BACKGROUND

A. Jacobs' Source Of Proof Is At Issue.

Notwithstanding this Court's extensive involvement to date, a short summary of the claims, defenses and counterclaims at issue is appropriate in noting the nature of Defendants' attempts to withhold sources of proof. Recall, Jacobs brought this action after having been hastily terminated from his role as head of Sands China's casino operations in Macau. The termination was orchestrated by senior LVSC executives despite the fact that just months earlier, Jacobs was praised and awarded substantial stock for his efforts, being credited with not only saving the titanic, but also all of its passengers. (*See* First Am. Compl. ¶ 26.)

The about-face occurred because of Jacobs' challenge to LVSC Chairman, Sheldon Adelson ("Adelson") over Adelson's insistence that board members not be informed of a host of activities that he had undertaken. These included (1) Adelson's desire to conceal cost overruns; (2) Adelson's "leverage idea" of obtaining information on government officials so as to have leverage over them in an attempt to get them to change policy; and (3) attempts to coerce Macau's then-Chief Executive with assertions that Adelson had paid tens of millions of dollars to settle a lawsuit for the benefit of the Chief Executive. When Jacobs announced his intention to address these matters with Sands China board members at a scheduled July 25, 2010 meeting, Jacobs was summarily fired at Adelson's insistence two days earlier, guaranteeing that no such disclosure would occur.

To be sure, the Defendants claim differently. In fact, LVSC filed an extensive Answer, not only denying Jacobs' version of events but also asserting a host of affirmative defenses, including broadly proclaiming that it "acted in accordance with reasonable commercial standards, in good faith, and with ordinary care". (LVSC's Answer at 7.) And it went even further. LVSC asserted counterclaims for abuse of process, defamation, intentional interference and civil extortion. For these sweeping claims, LVSC asserts that Jacobs fabricated the facts of Adelson's conduct and in doing so endangered LVSC's and Sands China's relationship with the governments of both Macau and mainland China. *Id.*, p. 12, ¶¶ 22-26. But even that was not enough for

1 Adelson. He affirmatively took to the media calling Jacobs delusional and asserting that "there
2 isn't a shred of evidence." (Ex. 1, Forbes Article.) In fact, he boldly told the public that "[w]hen
3 the smoke clears, I am 1000 percent positive that there won't be any fire below it. What they will
4 find is a foundation of lies and fabrications" (Ex. 2, New York Times Article.)

5 Jacobs agrees with Adelson and the Defendants about one thing: Someone is indeed lying
6 in this case. And that is precisely why the contemporaneously created documents, including those
7 presently being withheld, are key to showing just who is telling the truth.

8 **B. Defendants' Hope Is To Keep The Proof Of What Was Really Occurring**
9 **From Coming Out.**

10 The Defendants have attempted mightily to make Adelson's proclamation – that there will
11 be is no proof – a self-fulfilling one. There is no denying the lengths that they have gone to
12 conceal evidence. Their misrepresentations as to the location and their own secret review of
13 critical documents are well documented. But, of course, that is only one side of the equation:
14 *i.e.*, documents that the Defendants possess. They also need to find a way of depriving Jacobs of
15 the proof that he already possesses. Trying to do that, Defendants have thrown the proverbial
16 kitchen sink of arguments at Jacobs' possession of his own documents.

17 They first tried to claim that all of his documents were "stolen" and thus should be
18 returned to them. No doubt, they would have quickly scurried them off to Macau so as to later
19 claim that they were precluded from producing them in the United States. When that attempt
20 failed, they insisted that Jacobs' counsel could not review any of his documents until such time as
21 the Defendants had reviewed them first. They wanted to see what Jacobs had so that they could
22 conceive of ways to preclude Jacobs from disproving Adelson's proclamations that there would be
23 no proof.

24 And there is no denying that the Defendants have been diligent and spent freely in pursuit
25 of that objective. True to that goal, they initially presented a more than 3,000 page log of
26 documents they claimed were privileged and which Jacobs' counsel should not see. Underscoring
27 that the real focus is putting problematic documents out of reach, they claimed privilege and/or
28 protection over documents that had no identified authors or recipients, as well as communications

1 between non-attorneys and even those with third-parties. (*See* Ex. 3, Spinelli Ltr. dated Oct. 9,
2 2012.) Additionally, they concocted nonexistent privileges such as "gaming regulations" as a
3 basis to withhold evidence. Not surprisingly, Jacobs protested. But keeping with the objective of
4 denying access to proof, the Defendants set about to "revise" the privilege log – reducing it down
5 to 1,773 pages – while maintaining those very same deficiencies.

6 Jacobs has endeavored to pierce through the convoluted and obstructionist log by breaking
7 it down into categories as a means to uncover what Defendants are withholding. Through that
8 process, Jacobs has identified and reorganized the log into the following general categories of
9 documents from which the failures in the privilege claims can better be seen:

- 10 1. Those with no author or recipient identified. (Exs. 4 and 5.)
- 11 2. Those where Jacobs is listed as either the author, recipient or copied on. (Ex. 6.)
- 12 3. Those where no attorney is identified at all on the privilege log. (Ex. 7.)
- 13 4. Those where an attorney is only identified in the "other names" column, but is not
14 an author, recipient or copied. (Ex. 8.)
- 15 5. Documents where the work product privilege is claimed. (Ex. 9.)
- 16 6. Documents where the accountant-client privilege is claimed. (Ex. 10.)
- 17 7. Documents where no attorney is identified at all, but a generic reference to "legal
18 department" is listed. (Ex. 11.)
- 19 8. Documents where no privilege is asserted at all, but the documents are still
20 withheld. (Ex. 12.)
- 21 9. Documents that are identified as "redaction needed" but still not produced.
22 (Ex. 13.)
- 23 10. Documents that are communications with third parties. (Ex. 14.)
- 24 11. Documents identified as being withheld on a so-called gaming regulation privilege.
25 (Ex. 15.)

26 Jacobs challenges every claim of privilege asserted and puts Defendants to their proof. On
27 the face of the log, it is clear that the Defendants are engaged in abusive and improper
28 designations. Their goal is to withhold the sources of proof to avoid the embarrassment that will

1 follow when the documents show the Chairman has been less than forthright with this Court, his
2 fellow board members, the shareholders, government investigators, and the public.

3 **II. ANALYSIS**

4 **A. Defendants Fail To Establish Any Factual Or Legal Basis For Their Claims**
5 **Of Privilege.**

6 An initial telling omission in Defendants' privilege log is the lack of any identification of
7 just who is asserting privilege. They do not say whether it is LVSC, Sands China or both. Then,
8 they make sweeping designations that, even on the face of their log, could not remotely constitute
9 a valid claim of privilege. They do not identify the authors, recipients, or even the subject matters
10 of many documents. They even designate documents with third parties as somehow being subject
11 to privilege.

12 The simple fact is that these Defendants, in their endeavor to keep proof from coming to
13 light, distort the attorney-client privilege beyond all cognizable parameters. In fact, it attaches
14 only to communications that are (1) made in confidence; and (2) for the purpose of facilitating
15 legal services by the lawyer for the client. *United States v. Chen*, 99 F.3d 1495, 1501 (9th Cir.
16 1996). And, because attempts to enlist "the attorney-client privilege obstructs the search for the
17 truth, it should be narrowly construed." *Whitehead v. Comm'n. on Jud. Discipline*, 110 Nev. 380,
18 415, 873 P.2d 946 (1994). This means that all "doubts must be resolved against the party
19 asserting the privilege." *Roberts v. Heim*, 123 F.R.D. 614, 636 (N.D. Cal. 1988); *Burrows*
20 *Welcome Co. v. Barr Lab., Inc.*, 143 F.R.D. 611, 617 (E.D.N.C. 1992) ("[T]he court has strictly
21 construed the privilege . . . and has resolved all doubts in favor of disclosure.").

22 Because it is an obstacle to the truth, the party claiming privilege has the burden of
23 establishing both the factual and legal basis for the claim. Thus, for every document that they
24 seek to conceal, Defendants must prove that an actual privilege exists which has not otherwise
25 been waived. *Rogers v. State*, 255 P.3d 1264, 1268 (Nev. 2011); *In re Keeper of Records*,
26 348 F.3d 16, 22 (1st Cir. 2003) ("[T]he party who invokes the privilege bears the burden of
27 establishing that it applies to the communications at issue and has not been waived."); *Granite*
28 *Partners v. Bear, Sterns & Co., Inc.*, 184 F.R.D. 49, 52 (S.D.N.Y. 1999) (same).

1 Here, even if Defendants had legitimate claims of privilege to assert as to Jacobs – which
2 they do not – they have abused the opportunity. They designated documents that were
3 communications with third party over which no claim of privilege could extend. (Ex. 14.) They
4 designated documents for which there is no identified author or recipient from which any
5 purported claim of privilege can be judged. (Exs. 4 and 5.) They designated documents where
6 Jacobs is communicating directly with other executives. (*See, e.g.,* Ex. 7.) The Court must see
7 this conduct for what it is –just another installment in the campaign to keep the truth hidden from
8 view.

9 Not only does their purported log lack an adequate factual basis upon which any
10 legitimate claim or privilege could rest, courts have rightly concluded that such abusive practices
11 warrant the wholesale rejection of any privilege claim. The law simply does not reward those that
12 abuse the opportunity. *See Universal City Dev. Partners, Ltd. v. Rye & Show Eng'g., Inc.*,
13 230 F.R.D. 638, 698 (N.D. Fla. 2005) (log must "provide a party whose discovery is constrained
14 by a claim of privilege with information sufficient to evaluate such a claim and resist it if it seems
15 unjustified."). Thus, "if the party invoking the privilege does not provide sufficient detail to
16 demonstrate fulfillment of *all the legal requirements for application of the privilege*, his claim
17 will be rejected." *Ruran v. Beth-El Temple of W. Hartford, Inc.*, 226 F.R.D. 165, 168-69
18 (D. Conn. 2005) (emphasis added) (citations omitted).

19 **B. Communications To And From Jacobs Are Not Immune From Disclosure, At**
20 **Least As To Him.**

21 Of course, the categories for which they knowingly made inadequate designations are not
22 what the Defendants really worry about. These are mere camouflage where the Defendants hope
23 this Court will get lost in the thicket. The documents that Jacobs either authored or received and
24 which go to matters at issue are what the Defendants really want to conceal. And that is precisely
25 why the Defendants have made them the hill to die for.

26 To be sure, because some of these documents pertain to activities for which the
27 Defendants would like to keep secret, they may very well be sent to, copied on, or reference an
28 in-house attorney. But that alone hardly establishes a privilege. It is hardly original for a

1 defendant to try and hide documents behind an in-house counsel with unsubstantiated claims of
2 privilege. To preclude this abuse, the burden of establishing a privilege for in-house counsel is
3 closely scrutinized. Courts hold that communications to and from in-house counsel can be
4 sheltered "only upon a *clear showing* that [in-house counsel] gave [advice] in a professional legal
5 capacity." *Lindley v. Life Investors Ins. Co. Ram.*, 267 F.R.D. 382, 390 (N.D. Okla. 2010)
6 (emphasis added). "[I]t is well settled that merely copying an attorney on an email does not
7 establish that the communication is privileged." *IP Co., LLC v. Cellnat Tech., Inc.*, 2008
8 WL 3876481 (N.D. Cal., Aug. 18, 2008). In-house attorneys typically wear two hats and thus a
9 claim of privilege cannot be established by simply referencing an in-house attorneys'
10 involvement.

11 And here, even if the Defendants could satisfy their burden of establishing an actual and
12 honest claim of privilege, it is not an impediment to Jacobs' access to information that he authored
13 or received while serving as CEO. The Defendants cling to *Montgomery v. Etreppid Techs, LLC*,
14 548 F. Supp. 2d 1175 (D. Nev. 2008) claiming that it is the white-horse case of all analyses on the
15 point. With it, they tell this Court that "a former executive cannot waive a corporation's
16 attorney-client privilege – or obtain copies of privilege documents himself – even if he previously
17 had access to such documents." (*See* Opp'n to Mot. to Compel, 8:8-10.)

18 Predictably, Defendants overstate the case. In *Montgomery*, the court considered the
19 jurisdictional split as to the question of "who is the client for purposes of the attorney-client
20 privilege?" *Id.* at 1180. Some jurisdictions follow the "Collective Corporate Client" approach
21 addressed in *Gottlieb v. Wiles*, 143 F.R.D. 241 (D. Col. 1992). Under that approach, the "client"
22 is considered to be the people running a corporation, such that a "former director and CEO had
23 the right to access the [privileged] documents that had been created while he was a director and
24 officer at the corporation." *Id.* at 1185 (explaining the "Collective Corporate Client" approach).
25 Others follow the "Entity is the Client" approach from the case *Milroy v. Hanson*,
26 875 F. Supp. 646 (D. Neb. 1995), where the "client" is considered to be the corporation, not those
27 running it, such that "once the former CEO left the corporation, his right to access attorney-client
28 privileged documents terminated." *Id.* at 1184-85 (explaining the "Entity is the Client" approach).

1 Ultimately, "while *Milroy* may not be the 'majority' position," the *Montgomery* court
2 followed the "Entity is the Client" approach. *Id.* at 1186. It held that a former director or
3 executive is not entitled to privileged documents simply because the documents were created
4 during his tenure. But that is, of course, a far cry from claiming that a former executive can be
5 deprived access to communications that he actually created or participated in at the time.
6 *Compare with id.* at 1187 (noting that the executive in *Montgomery* "would have had access" to
7 the documents during his employ, but did not necessarily do so); *Milroy*, 875 F. Supp. at 647
8 ("There has also been no showing that Milroy ever participated in any of the meetings,
9 conferences, or discussions that gave rise to the assertion of the attorney-client privilege.").

10 The Defendants' ignoring of this point will not make it go away. Their overreaching can
11 best be demonstrated by examining the most obvious circumstance where privileged documents
12 are at issue which were either created or received by a former employee: When a former in-house
13 attorney seeks access to their own work product for purposes of litigation. Obviously, attorneys
14 owe their former employers an even greater duty about maintaining confidences than that of an
15 ordinary former employee. But even in those extreme circumstances, courts recognize that the
16 former employer cannot deny access to privileged information that the former in-house attorney
17 generated or received during his or her tenure.

18 For instance, in *Willy v. Administrative Review Board*, 423 F.3d 483 (5th Cir. 2005), an
19 in-house attorney brought retaliation claims before an administrative law judge under the federal
20 whistleblower statute, claiming that he had been fired for a report he had written about his
21 employer's liability issues. The corporate employer attempted to prevent the former employee
22 from obtaining a copy of the report and using it to support his lawsuit, arguing that it was
23 privileged. *Id.* at 494-501. The Fifth Circuit sided with the former employee. The court reasoned
24 that the former employee, even if a lawyer, "does not forfeit his rights simply because to prove
25 them he must utilize confidential information. Nor does the client gain the right to cheat the
26 lawyer by imparting confidences to him." *Id.* at 499 (quotation omitted). The court rejected the
27 argument "that the attorney-client privilege is a *per se* bar to retaliation claims under the federal
28 whistleblower statutes, *i.e.*, that the attorney-client privilege mandates exclusion of all documents

1 subject to the privilege." *Id.* at 500. While the court noted that there was a potential for concern
2 in the actual use of privileged information as part of a public proceeding, it indicated that it did
3 not need to worry about that issue since this dispute was before an administrative law judge.

4 The Third Circuit had reached the same conclusion earlier in *Kachmar v. SunGard Data*
5 *Systems, Inc.*, 109 F.3d 173 (3d Cir. 1997), where a former in-house attorney sued her former
6 employer under Title VII for gender discrimination. The employer claimed that the former
7 employee could not use privileged information offensively in order to prove her case. The Third
8 Circuit rejected that assertion. Rather than depriving the plaintiff of proof, the court held instead
9 that the trial court should simply take precautions through various measures that would allow the
10 plaintiff to make use of the proof while protecting actual privileged information from unnecessary
11 disclosure to those outside the case. Some of the protective measures it suggested were sealing
12 exhibits, limited admissibility of some evidence, orders restricting the use of the information, and,
13 if necessary, *in camera* proceedings. But the wholesale attempt to claim that the former in-house
14 attorney had no right of access was simply not the law.

15 The Ninth Circuit relied on both *Willy* and *Kachmar* in a case arising from the District of
16 Nevada. In *Van Asdale v. Int'l Game Tech.*, 577 F.3d 989 (9th Cir. 2009), two in-house attorneys
17 from Nevada sued their former employer, IGT, for tortious discharge after they were terminated
18 for reporting possible shareholder fraud in connection with a merger. *Id.* at 992. IGT claimed that
19 since the only proof that the former employees would use to prove their case was privileged, it
20 should be dismissed because they were not allowed to use privileged information against their
21 former employer. *Id.* at 994. The Ninth Circuit rejected this argument and found that the
22 attorneys' cases should be allowed to proceed with the use of the privileged information. As with
23 the earlier cases, even if there is actual privileged information at issue, that alone would not
24 permit it to be swept under the rug and placed out of the plaintiffs' reach. Instead, the court
25 should take adequate protection to safeguard the information against unnecessary disclosures
26 above and beyond permitting the plaintiff to use the proof, particularly since the plaintiffs were
27 participants in the creation of the proof. *Id.* at 995-996.

1 Contrary to the Defendants' perverse wants, this Court cannot give Jacobs a lobotomy so
2 as to remove his knowledge of documents that he participated in creating or reviewing while
3 serving as CEO. Nor will the courts interfere with Jacobs' attorney-client representation by
4 putting blinders on his counsel so that they do not know the sources of his proof. Even if the
5 Defendants could establish a legitimate claim of privilege over any of these documents against
6 outsiders, that fact does not deprive Jacobs of access to the proof, particularly when he was a
7 participant in its creation. Even in the extreme circumstance involving an in-house counsel –
8 someone who owes an independent duty to a former employer – the law does not permit the
9 employer to cheat the employee by imparting privileged information to them so as to later claim
10 that the proof is off limits.

11 **C. Any Claim Of Privilege Was Waived Because These Contemporaneous**
12 **Documents Are At Issue.**

13 But there are even more reasons why Defendants' cries of privilege fail here. The
14 documents they want to suppress are plainly "at issue" due to the claims, defenses and
15 counterclaims asserted. As such, even if the Defendants could establish legitimate claims of
16 privilege as against Jacobs, those claims are deemed waived in a case such as this. "[I]t has
17 become a well-accepted component of waiver doctrine that a party waives his privilege if he
18 affirmatively pleads a claim or defense that places at-issue the subject matter of privileged
19 material over which he has control." *Wardleigh v. Second Judicial Dist. Court In & For County*
20 *of Washoe*, 111 Nev. 345, 354, 891 P.2d 1180, 1186 (1995). This doctrine "reflects the position
21 that *the attorney-client privilege was intended as a shield, not a sword.*" *Id.* (emphasis
22 added). Additionally, selective use of privileged information by one side can improperly
23 "garble" the truth. *Id.* at 355, 891 P.2d at 1186.

24 This means that a privilege cannot be asserted by a party who has asserted a factual claim
25 the truth of which involves an examination of the supposedly privileged communication. *Bowne*
26 *of New York City, Inc. v. AmBase Corp.*, 150 F.R.D. 465, 488 (S.D.N.Y. 1993). As a result,
27 "where invasion of the privilege is necessary to determine the validity of the client's claim or
28 defense, [t]he attorney-client privilege must give way." *In re Pfohl Bros. Landfill Litig.*,

1 175 F.R.D. 13, 24 (W.D.N.Y. 1997). And, courts have "generally applied the [at-issue waiver]
2 doctrine liberally." *Bank Brussels Lambert v. Credit Lyonnais (Suisse), S.A.*, 210 F.R.D. 506, 510
3 (S.D.N.Y. 2002).

4 Defendants cannot seriously deny that they themselves have put Jacobs' principal
5 documents at issue. Although there are many examples, two are noteworthy and obvious. Buried
6 within Defendants' obtuse privilege log are documents concerning multiple investigations,
7 including those of foreign officials, that are at issue here, including determining who was
8 controlling these events and from where (*i.e.*, this Court's jurisdiction over Sands China). As
9 Jacobs explains, these reports and related documents, including emails, concern Adelson's
10 personal leverage idea where he wanted to obtain information on foreign officials so that he could
11 "leverage" that information against them in order to induce them into changing certain table
12 limits. (Ex. 16 at ¶¶ 7, 8.) But of course, despite claiming that this never happened, the
13 Defendants try to claim privilege over the very documents that show that it indeed occurred.

14 The same is true concerning their attempts to claim privilege over internal documents
15 surrounding Jacobs' reporting of Adelson's threats against Macau's then-Chief Executive, Edmond
16 Ho. Again, scurried away in this voluminous privilege log are the documents, including emails,
17 discussing these threats, and Jacobs' reporting of it to LVSC's general counsel as well as its COO
18 in Las Vegas. (Ex. 16 at ¶ 6.) But conveniently, LVSC again claims that these events never
19 occurred, while simultaneously asserting privilege over the very proof that shows that it did.
20 Contrary to the Defendants' wishful thinking, the law does not allow them withhold proof of what
21 really occurred while they pretend it never happened.

22 Again, these are but two examples of the Defendants' inconsistency. The unfairness and
23 inappropriateness of this attempted double standard was addressed and rejected in *Mitzner v.*
24 *Sobol*, 136 F.R.D. 359 (S.D.N.Y. 1991), where an employee brought a civil rights claim against
25 her employer, the Education Department. At issue was a memorandum prepared by the
26 Education Department's general counsel investigating allegations of cheating. The court
27 concluded that the defendants had waived any claim of privilege as to the report because they had
28 asserted the affirmative defense of qualified immunity, which placed at issue the relevant

1 information. The court further held that because the defendants had instituted "disciplinary action
2 against the plaintiff, which is the underlying basis for the civil rights claim," they had also
3 "clearly and repeatedly waived" the privilege by putting the matter at issue. *Id.* at 362.

4 Indeed, courts hold that attempts by a defendant to rationalize their actions as being
5 undertaken in good faith also puts at issue supposedly privileged communications that undermine
6 that claim: "[T]he assertion of a good-faith defense involves an inquiry into the state of mind,
7 which typically calls forth the possibility of an implied waiver of the attorney-client privilege."
8 *In re County of Erie*, 546 F.3d 222, 228-29 (2nd Cir. 2008); *see, e.g., Brownell v. Roadway*
9 *Package Sys., Inc.*, 185 F.R.D. 19, 25 (N.D.N.Y. 1999) (employer waived its right to invoke both
10 attorney-client privilege and work-product doctrine by asserting the adequacy of its investigation
11 into sexual harassment claims as an affirmative defense); *Hearn v. Rhay*, 68 F.R.D. 574, 577
12 (E.D. Wash. 1975) (finding "that if the privilege did exist it has now been waived by defendants'
13 assertion of the good faith defense."). And, of course, LVSC has asserted that one of its
14 affirmative defenses is how it undertook its actions in good faith.

15 The point is that not only have the Defendants not shown any privileges as for Jacobs'
16 communications that he sent or received, but even if they could, any such privilege would also be
17 lost by the fact that those communications are squarely at issue in this case. They are
18 unquestionably at issue in determining who is telling the truth about Adelson's directives
19 regarding investigating foreign officials, obtaining leverage over them, and making threats against
20 Edmund Ho, just to name a few. And of course, they also are at issue in proving who was giving
21 these directives and from where, which establishes jurisdiction over Sands China. The fact that
22 the Defendants do not like what these documents will show only underscores how much they are
23 at issue in the case.¹

24
25
26
27
28 ¹ In fact, because the documents are at issue, Defendants cannot even argue for the
protections that the courts in *Kachmar* and *Van Asdale* indicated would be appropriate for truly
privileged information.

D. Defendants Also Wrongly Withhold Documents Under The Accountant-Client Privilege.

In addition to the improper and unsubstantiated claims of attorney-client privilege, Defendants also withheld documents asserting the accountant-client privilege. Under Nevada's accountant-client privilege, "[a] client has a privilege to refuse to disclose, and to prevent any other person from disclosing, confidential communications" between the client and his or her accountant. NRS 49.185. To assert the privilege, the party must establish: (1) the accountant was "certified or registered as a public accountant" in Nevada at the time the communication occurred; and (2) the communication was "[m]ade for the purpose of facilitating the rendition of professional accounting services." *Id.*; NRS 49.135.

The privilege is narrowly construed, however, and does not protect communications regarding "the preparation of financial statements, the nature and extent of accounting work, banking services, and the preparation of accounts receivable." *See McNair v. Eighth Judicial Dist. Court In & For County of Clark*, 110 Nev. 1285, 1288, 885 P.2d 576, 578 (1994) ("[N]either Nevada law nor general policy reasons support McNair's argument that we should broadly construe the accountant-client privilege.").

But once again, the Defendants withheld documents with no showing of a basis for privilege here. They do not identify who is claiming the privilege, nor do they present any basis to conclude that a Nevada licensed CPA was involved, let alone that the nature of the documents fall within the scope of the privilege.

E. Defendants Erroneously Claim Work Product Protection.

The Defendants have also withheld documents, claiming the work product privilege. Of course, it only applies to materials "prepared in anticipation of litigation." NRCP 26(b)(3). And, notably, Defendants do not dare attempt to explain how documents prepared months (if not years) before Jacobs' termination could have been prepared in anticipation of this litigation. *See Hickman v. Taylor*, 329 U.S. 495 (1947) (case establishing work-product doctrine only involving materials prepared in anticipation of the litigation then before the Court); *see also United States v. Int'l Business Machines Corp.*, 66 F.R.D. 154, 178 (S.D.N.Y. 1974) (document must be prepared

1 in anticipation of litigation in the case in which the special immunity accorded to such material is
2 sought); *Honeywell, Inc. v. Piper Aircraft Corp.*, 50 F.R.D. 117, 119 (M.D. Pa. 1970) (same).

3 **F. Defendants' Claims Of A Gaming Regulatory Privilege Are Erroneous.**

4 Demonstrating the lengths to which they will go to withhold evidence, Defendants also
5 withhold evidence based upon a so-called "gaming regulatory" privilege. Notably, they do not
6 explain where such a privilege comes from. The only gaming-related privilege in Nevada is
7 NRS 463.3407, which provides:

8 Any communication or document of an applicant or licensee, or an
9 affiliate of either, which is made or transmitted to the Board or
10 Commission or any of their agents or employees . . . is absolutely
privileged and does not impose liability for defamation or constitute
a ground for recovery in any civil action.

11 (Emphasis added). In other words, "[t]he absolute privilege under NRS 463.3407 bars any civil
12 cause of action grounded on communications by a holder of, or applicant for, a gaming license to
13 the Gaming Control Board or Gaming Commission to assist the entity in its functions." *Hampe v.*
14 *Foote*, 118 Nev. 405, 408-09, 47 P.3d 438, 440 (2002) abrogated on other grounds by *Buzz*
15 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 181 P.3d 670 (2008). However, as the language
16 of the statute demonstrates, the privilege only "provides that such communications cannot be a
17 ground for liability in any civil action." *See id.* The statute does not create an evidentiary
18 privilege as to the production of documents in a civil action.

19 But the Defendants already knew this. Their ever-litigious Chairman, Adelson, attempted
20 a similar misuse of this privilege in the case *In re Smith*, 397 B.R. 124, 132 (Bankr. D. Nev.
21 2008), and lost. There, Adelson sued an author for defamation after writing a book that "link[ed]
22 Mr. Adelson to unsavory characters, and to unsavory activities." *Id.* at 126. When the author
23 subpoenaed records from the Nevada Gaming Control Board to show that his statements were
24 true and non-defamatory, Adelson claimed privilege under NRS 463.3407. The court rejected
25 Adelson's claim that the statute provided an evidentiary privilege, finding that "[a] better and
26 more contextual reading is that NRS 463.3407 refers to the law of defamation – as indicated by
27 the last clause of the statute." *Id.* at 128-29.

The Defendants' abusive privilege claims are part and parcel of their attempts to deny Jacobs access to proof while they simultaneously claim that no proof exists. Their claims of privilege are deficient on their face. They know that their log is deficient, and that is no doubt part of the strategy. They make certain claims of privilege so obviously deficient that perhaps the Court will focus upon them and lose sight of what they really want to keep secret. They hope that the Court will thus overlook the glaring improprieties of their claims of privilege over the more critical documents in this case, which go to show what Adelson and his executives were doing, where they were doing it, and why. The Defendants are right to fear these documents. But fear of the truth is not a basis for claiming privilege or withholding evidence.

Defendants have no legitimate claims of privilege, and even if they did, those claims cannot be used to conceal documents that Jacobs participated in while an executive.

DATED this 15th day of February, 2013.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on 15th day of February, 2013, I caused to be served via electronic service and e-mail, true and correct copies of the above and foregoing **PLAINTIFF STEVEN C. JACOBS' MOTION TO RETURN REMAINING DOCUMENTS FROM ADVANCED DISCOVERY** properly addressed to the following:

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9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 STEVEN C. JACOBS,

12 Plaintiff,

13 v.

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

17 Defendants.

18 AND RELATED CLAIMS
19

Case No.: A-10-627691
Dept. No.: XI

APPENDIX OF EXHIBITS IN SUPPORT
OF PLAINTIFF STEVEN C. JACOBS'
MOTION TO RETURN REMAINING
DOCUMENTS FROM ADVANCED
DISCOVERY

(PART 8 OF 8)

Hearing Date:

Hearing Time:

<u>Exhibit No.</u>	<u>Description</u>	<u>Page Nos.</u>
21 1	Forbes Article	000001-3
22 2	NY Times Article	000004-8
23 3	D. Spinelli Ltr. dated Oct. 9, 2012	000009-14
24 4	Excerpt from Privilege Log – entries where no individual is 25 identified as the author	000015-70
26 5	Excerpt from Privilege Log – entries with no recipient	000071-72
27 6	Excerpt from Privilege Log – entries where Jacobs is the 28 author/from, recipient, or copied on the email	000073-973

7	Excerpt from Privilege Log -- entries where no individual attorney is identified	000974-1109
8	Excerpt from Privilege Log -- entries where attorney is only identified in "Other Names"	001110-1182
9	Excerpt from Privilege Log -- entries where work product doctrine asserted	001183-1254
10	Excerpt from Privilege Log -- entries where accountant-client privilege asserted	001255-1256
11	Excerpt from Privilege Log -- entries where "Legal Department" identified but no individual attorney identified	001257-1263
12	Excerpt from Privilege Log -- entries where no privilege asserted	001264
13	Excerpt from Privilege Log -- entries identified as redaction needed	001265-1569
14	Excerpt from Privilege Log -- email communications with a third party	001570-1926
15	Excerpt from Privilege Log -- entries where gaming regulatory privilege asserted	001927-1936
16	Declaration of Steven C. Jacobs	001937-1942

DATED this 15th day of February, 2013.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 15th day of February, 2013, I caused to be served via electronic service and e-mail, true and correct copies of the above and foregoing APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF STEVEN C. JACOBS' MOTION TO RETURN REMAINING DOCUMENTS FROM ADVANCED DISCOVERY properly addressed to the following:

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/s/ Kimberly Peets
An employee of PISANELLI BICE PLLC

EXHIBIT 15

Gaming Regulatory Privilege Asserted

Control Number	Seg. Attach	End Attach	Doc Type	Application	Date Time Master	Author/From	To	CC	REC	Other Names	Privilege Type	Protection Needed in Family Range	Title/Subject
SJACOBBS 00026750	SJACOBBS 00026750	SJACOBBS 00026750	Email	OUTLOOK_MSG	5/12/2009 16:18	Toh, Benjamin[benjamin.loh@venetian.com.mo]	Jacobs, Steve[Steve.Jacobs@venetian.com]			DICJ	Gaming Regulatory	Needed	Fw: gaming gross revenue [DICJ communication]
SJACOBBS 00026800	SJACOBBS 00026800	SJACOBBS 00026801	Email	OUTLOOK_MSG	5/13/2008 9:19	Melo, Luis[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=LUIS.MELO]	Jacobs, Steve[steve.jacobs@venetian.com.mo]; DeAngelo, Len[Len.DeAngelo@MarinaBaySands.com]; Macomber, Dean[dean.macomber@venetian.com.mo]	Weaver, Stephen[stephen.weaver@venetian.com.mo]			Attorney Client; Gaming Regulatory		Administrative Regulations on Junkets' commissions cap [Draft and Request for Comments]
SJACOBBS 00026801	SJACOBBS 00026800	SJACOBBS 00026801	Email-Attachment	WINWORD2003	5/13/2009 9:19	client [Regrading administrative regulation issues]					Attorney Client; Gaming Regulatory		Reglamento Admin.doc [Select Provision Alterations]
SJACOBBS 00026825	SJACOBBS 00026825	SJACOBBS 00026825	Email	OUTLOOK_MSG	6/19/2009 11:27	Hann, Gary[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=GARY.HANN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]	Tash, Aided[alidat.tash@venetian.com.mo]		Legal Department	Gaming Regulatory		Fw: Query on Lease/Revenue Share Slot Machines
SJACOBBS 00029866	SJACOBBS 00029866	SJACOBBS 00029867	Email	OUTLOOK_MSG	7/8/2008 16:14	Toh, Benjamin[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=BERNARDIN.TOH]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			anthony@gov.mo	Gaming Regulatory		Fw: [June Gaming]
SJACOBBS 00029867	SJACOBBS 00029866	SJACOBBS 00029867	Email-Attachment	EXCEL2000	7/8/2009 16:14	Anthony					Gaming Regulatory		games06jun09.xls
SJACOBBS 00031864	SJACOBBS 00031864	SJACOBBS 00031865	Email	OUTLOOK_MSG	8/17/2008 11:22	Toh, Benjamin[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=BERNARDIN.TOH]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			anthony@gov.mo	Gaming Regulatory		Fw: Gaming gross revenue for July [Information transmitted by DICJ]
SJACOBBS 00031865	SJACOBBS 00031864	SJACOBBS 00032420	Email-Attachment	EXCEL2000	8/17/2009 11:22	Anthony					Gaming Regulatory		games07jun09.xls
SJACOBBS 00032420	SJACOBBS 00032420	SJACOBBS 00032420	Email	OUTLOOK_MSG	8/14/2008 12:07	Ang, Michael[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=MICHAEL.ANG]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			Charles Sting Yunn Chin	Gaming Regulatory	Needed	Fw: Visit to Venetian by CID Officers
SJACOBBS 00032459	SJACOBBS 00032459	SJACOBBS 00032460	Email	OUTLOOK_MSG	8/14/2009 18:49	Chan, Fiona[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=FIONA.CHAN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			Ginggi Choy	Gaming Regulatory	Needed	updated CRA Program - Board trip to Macau
SJACOBBS 00032460	SJACOBBS 00032459	SJACOBBS 00032460	Email-Attachment	WINWORD2003	8/14/2009 18:49	laknor loh					Gaming Regulatory	Needed	Final Agenda for CRA Board Visit - 17-18 Aug 2009.doc
SJACOBBS 00032463	SJACOBBS 00032463	SJACOBBS 00032463	Email	OUTLOOK_MSG	8/14/2009 18:52	Chan, Fiona[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=FIONA.CHAN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			Ginggi Choy	Gaming Regulatory	Needed	RE: updated CRA Program - Board trip to Macau
SJACOBBS 00032597	SJACOBBS 00032597	SJACOBBS 00032599	Email	OUTLOOK_MSG	8/17/2009 7:46	Chan, Fiona[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=FIONA.CHAN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			Gomggi Choy; Christine Hu	Gaming Regulatory	Needed	Fw: Program - Board trip to Macau
SJACOBBS 00032598	SJACOBBS 00032597	SJACOBBS 00032599	Email-Attachment	WINWORD2003	8/17/2009 7:46	CRA					Gaming Regulatory	Needed	Board Members_CVs.doc
SJACOBBS 00032599	SJACOBBS 00032597	SJACOBBS 00032599	Email-Attachment	WINWORD2003	8/17/2009 7:46	laknor loh					Gaming Regulatory	Needed	Final Agenda for CRA Board Visit - 17-18 Aug 2009.doc
SJACOBBS 00033702	SJACOBBS 00033702	SJACOBBS 00033702	Email	OUTLOOK_MSG	8/27/2009 15:23	Chan, Fiona[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=FIONA.CHAN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]				Gaming Regulatory		Fw: URGENT - Travel Request Form (For Singapore business trip extension)

Gaming Regulatory Privilege Asserted

Control Number	Seg. Attach	End Attach	Doc Type	Application	Date Time Master	Author/From	To	CC	Other Names	Privilege Type	Protection Needed in Family Range	Title/Subject
SJACOB5 00034247	SJACOB5 00034247	SJACOB5 00034247	Email	OUTLOOK_MSG	9/22/2009 18:31	Hu, Christine/OU=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT SIGN=CHRISTINE.HU]	Poon, Jeffrey[jeffrey.poon@venetian.com.mo]; Wong, Paul[paul.wong@venetian.com.mo]; Lee, Winnie[winnie.lee@venetian.com.mo]; Manin, Sheryl[sheryl.manin@venetian.com.mo]; Cheong, Donald[donald.cheong@venetian.com.mo]; Chan, Nicole[nicole.chan@venetian.com.mo]; Wong, Ann[ann.wong@venetian.com.mo]	Zheng, Annie[annie.zheng@venetian.com.mo]; Chui, Dickson[dickson.chui@venetian.com.mo]; McCabe, Kim[Kim.McCabe@venetian.com]; Kwok, Kevin[kerwin.kwok@venetian.com.mo]; Chan, Steve[steve.chan@venetian.com.mo]; Jacobs, Steve[steve.jacobs@venetian.com.mo]; Melo, Luis[luis.melo@venetian.com.mo]; Chen, Eric Yuan[eric.y.chen@venetian.com.mo]		Attorney Client; Gaming Regulatory		FW: To conduct a review of AML for large sum transaction reports of junket promoters (junkel ROVES)
SJACOB5 00034787	SJACOB5 00034787	SJACOB5 00034788	Email	OUTLOOK_MSG	9/8/2009 15:18	Ich, Benjamin/OU=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT SIGN= BENJAMIN.TOH]	Jacobs, Steve[steve.jacobs@venetian.com.mo]		Anthony@dicj.gov.mo	Gaming Regulatory		FW: gross revenue for Aug [information transmitted by DiCJ]
SJACOB5 00034788	SJACOB5 00034787	SJACOB5 00034788	Email-Attachment	EXCEL2000	9/8/2009 15:18	Anthony				Gaming Regulatory		game08Ag09.xls
SJACOB5 00035241	SJACOB5 00035241	SJACOB5 00035241	Email	OUTLOOK_MSG	9/13/2009 5:08	Yurich, Betty[Betty.Yurich@venetian.com]	Jacobs, Steve[steve.jacobs@venetian.com.mo]		Anthony@dicj.gov.mo	Gaming Regulatory		RE: gross revenue for Aug [information transmitted by DiCJ]
SJACOB5 00035682	SJACOB5 00035682	SJACOB5 00035683	Email	OUTLOOK_MSG	9/16/2009 17:24	Melo, Luis/OU=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT SIGN=LUIS.MELO]	Ling, Michelle[michelle.ling@gs.com]; Tseng, Ivy[ivytseng@sidley.com]; Ng, Audrey[ang@sidley.com]; Radtke, Gerhard[gerhard.radtke@davispolk.com]; Vincent.ng@freshfields.com[Vincent.ng@freshfields.com]	Jacobs, Steve[steve.jacobs@venetian.com.mo]; Wainot, Daniel[daniel.wainot@venetian.com]; Smith, Scott[Scott.L.Smith@gs.com]; Williams, Dylan[dylan.williams@venetian.com.mo]	DICJ	Attorney Client; Gaming Regulatory		RE: Certificate of Compliance with the Subconcession by VML
SJACOB5 00035683	SJACOB5 00035682	SJACOB5 00035683	Email-Attachment	PDF	9/16/2009 17:24	dots.cheang				Attorney Client; Gaming Regulatory		[Compliance Certificate] DICJ_637_CONF_2009 (Pedido de certidao).pdf
SJACOB5 00037421	SJACOB5 00037421	SJACOB5 00037424	Email	OUTLOOK_MSG	10/7/2009 12:02	Toh, Benjamin/OU=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT SIGN= BENJAMIN.TOH]	Jacobs, Steve[steve.jacobs@venetian.com.mo]		Ken Cheang; Anthony Leong	Gaming Regulatory	Needed	FW: Instruction of commission cap [Confidential Instructions from DiCJ]
SJACOB5 00037422	SJACOB5 00037421	SJACOB5 00037424	Email-Attachment	PDF	10/7/2009 12:02					Gaming Regulatory	Needed	Instrucao & Oficio 2009 - Venetian PDF [Confidential Instructions from DiCJ]
SJACOB5 00037423	SJACOB5 00037421	SJACOB5 00037424	Email-Attachment	PDF	10/7/2009 12:02					Gaming Regulatory	Needed	Instrucao No.2 2009 .pdf [Confidential Instructions from DiCJ]
SJACOB5 00037424	SJACOB5 00037421	SJACOB5 00037424	Email-Attachment	WINWORD2003	10/7/2009 12:02	wendy				Gaming Regulatory	Needed	DiCJ Instructions 2.2009 English Version doc [Confidential Instructions from DiCJ]
SJACOB5 00037439	SJACOB5 00037439	SJACOB5 00037442	Email	OUTLOOK_MSG	10/7/2009 15:26	Hu, Christine/OU=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT SIGN=CHRISTINE.HU]	Jacobs, Steve[steve.jacobs@venetian.com.mo]		Ken Cheang; Anthony Leong	Gaming Regulatory	Needed	FW: Instruction of commission cap [Confidential Instructions from DiCJ]
SJACOB5 00037440	SJACOB5 00037439	SJACOB5 00037442	Email-Attachment	PDF	10/7/2009 15:26					Gaming Regulatory	Needed	Instrucao & Oficio 2009 - Venetian PDF [Confidential Instructions from DiCJ]
SJACOB5 00037441	SJACOB5 00037439	SJACOB5 00037442	Email-Attachment	PDF	10/7/2009 15:26					Gaming Regulatory	Needed	Instrucao No.2 2009 .pdf [Confidential Instructions from DiCJ]
SJACOB5 00037442	SJACOB5 00037439	SJACOB5 00037442	Email-Attachment	WINWORD2003	10/7/2009 15:26	wendy				Gaming Regulatory	Needed	DiCJ Instructions 2.2009 English Version doc [Confidential Instructions from DiCJ]

Gaming Regulatory Privilege Asserted

Control Number	Seg. Attach	End Attach	Doc Type	Application	Date Time Master	Author/From	To	CC	BCC	Other Names	Privilege Type	Protection Needed in Family Range	Title/Subject
SJACOBBS 00037484	SJACOBBS 00037484	SJACOBBS 00037484	Email	OUTLOOK_MSG	10/17/2009 18:44	Melo, Luis/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=LUIS.MELO	Jacobs, Steve[steve.jacobs@venetian.com.mo]	Jacobs, Steve[steve.jacobs@venetian.com.mo]; Ton, Benjamin[benjamin.ton@venetian.com.mo]; Chan, Steve[steve.chan@venetian.com.mo]; Meredith, Charles[charles.meredith@venetian.com.mo]; Borges Rodrigues, Jose[jose.borgesrodrigues@venetian.com.mo]; Martin, Sheryl[sheryl.martin@venetian.com.mo]; Chan, Nicole[nicole.chan@venetian.com.mo]			Attorney Client; Gaming Regulatory		FW: Overseas Junket
SJACOBBS 00037564	SJACOBBS 00037564	SJACOBBS 00037564	Email	OUTLOOK_MSG	10/18/2009 10:46	Poon, Jeffrey/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=JEFFREY.POON	Melo, Luis[luis.melo@venetian.com.mo]; Hu, Christine[christine.hu@venetian.com.mo]	Jacobs, Steve[steve.jacobs@venetian.com.mo]; Ton, Benjamin[benjamin.ton@venetian.com.mo]; Chan, Steve[steve.chan@venetian.com.mo]; Meredith, Charles[charles.meredith@venetian.com.mo]; Borges Rodrigues, Jose[jose.borgesrodrigues@venetian.com.mo]; Martin, Sheryl[sheryl.martin@venetian.com.mo]; Chan, Nicole[nicole.chan@venetian.com.mo]			Attorney Client; Gaming Regulatory		RE: Overseas Junket
SJACOBBS 00037565	SJACOBBS 00037565	SJACOBBS 00037565	Email	OUTLOOK_MSG	10/18/2009 10:59	Hu, Christine/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=CHRISTINE HU	Poon, Jeffrey[jeffrey.poon@venetian.com.mo]; Melo, Luis[luis.melo@venetian.com.mo]	Jacobs, Steve[steve.jacobs@venetian.com.mo]; Ton, Benjamin[benjamin.ton@venetian.com.mo]; Chan, Steve[steve.chan@venetian.com.mo]; Meredith, Charles[charles.meredith@venetian.com.mo]; Borges Rodrigues, Jose[jose.borgesrodrigues@venetian.com.mo]; Martin, Sheryl[sheryl.martin@venetian.com.mo]; Chan, Nicole[nicole.chan@venetian.com.mo]			Attorney Client; Gaming Regulatory		RE: Overseas Junket
SJACOBBS 00038653	SJACOBBS 00038653	SJACOBBS 00038655	Email	OUTLOOK_MSG	10/17/2009 10:22	Ramirez, Antonio/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=ANTONIO MARIA	Jacobs, Steve[steve.jacobs@venetian.com.mo]	Melo, Luis[luis.melo@venetian.com.mo]			Attorney Client; Gaming Regulatory	Needed	FW: Translation of the DSAL & MGESA letters
SJACOBBS 00038654	SJACOBBS 00038653	SJACOBBS 00038655	Email- Attachment	WINWORD2003	10/17/2009 10:22	akna.chanlau					Attorney Client; Gaming Regulatory	Needed	Request from Association (MGESA).doc
SJACOBBS 00038655	SJACOBBS 00038653	SJACOBBS 00038655	Email- Attachment	TIFF	10/17/2009 10:22						Attorney Client; Gaming Regulatory	Needed	Letter from DSAL - 15 Oct 09.tif

Gaming Regulatory Privilege Asserted

Control Number	Reg. Attach	End Attach	Doc Type	Application	Date Time Master	Author/From	To	CC	Other Names	Privilege Type	Protection Needed in Family Range	Title/Subject
SJACOBS 0003893	SJACOBS 00038932	SJACOBS 00038933	Email	OUTLOOK_MSG	10/21/2009 17:37	Anthony[anthony@didj.gov.mo]	Kingsley[kingsley@stcmm.net]; Joseph Tam[joseph.tam@macausjm.com]; conniek@macausjm.com[conniek@macausjm.com]; 'Paul Tam - SJM'[paulam@macausjm.com]; 'Robert Drake'[robert.drake@galaxyentertainment.com]; jau@galaxyentertainment.com[jau@galaxyentertainment.com]; aimee.nit.com]; jyeung@waidocasinoc.com[jyeung@waidocasinoc.com]; 'Cyril LING (Corp Compliance)'[cyril.ling@galaxyentertainment.com]; 'Betty Chiu'[betty.chiu@galaxyentertainment.com]; bsoh@galaxyentertainment.com[bsoh@galaxyentertainment.com]; Jacobs, Steve[steve.jacobs@venetian.com.mo]; Toh, Benjamin[benjamin.toh@venetian.com.mo]; Melo, Luis[luis.melo@venetian.com.mo]; Poon, Jeffrey[jeffrey.poon@venetian.com.mo]; Hu, Christine[christine.hu@venetian.com.mo]; Chen, Eric Yuan[eric.y.chen@venetian.com.mo]; 'DaSilva, Correlia'[Correlia.DaSilva@wynnmacau.com]; linda.chen@wynnmacau.com[linda.chen@wynnmacau.com]; 'Gansmo, Robert'[Robert.Gansmo@wynnmacau.com]; cherry.lei@wynnmacau.com[cherry.lei@wynnmacau.com]; 'Keele, Berni'[Berni.Keele@wynnmacau.com]; 'Clayton, JD'[JD.Clayton@wynnmacau.com]; 'Lam, Oscar'[Oscar.Lam@wynnmacau.com]; 'Janice Fitzpatrick	nrevesnj@macau.com.net[nrevesnj@macau.com.net]; 'Ken Cheang'[ken@didj.gov.mo]; fernandovitoria@didj.gov.mo[fernandovitoria@didj.gov.mo]; nancy@didj.gov.mo[nancy@didj.gov.mo]; angelalei@didj.gov.mo[angelalei@didj.gov.mo]; circle@didj.gov.mo[circle@didj.gov.mo]; prudense@didj.gov.mo[prudense@didj.gov.mo]; eric@didj.gov.mo[eric@didj.gov.mo]; luisa@didj.gov.mo[luisa@didj.gov.mo]; annie@didj.gov.mo[annie@didj.gov.mo]; canny@didj.gov.mo[canny@didj.gov.mo]; wendy@didj.gov.mo[wendy@didj.gov.mo]; mandy@didj.gov.mo[mandy@didj.gov.mo]		Gaming Regulatory		Commission Cap for Junket Promotor
SJACOBS 00040692	SJACOBS 00040692	SJACOBS 00040693	Email	OUTLOOK_MSG	11/6/2009 17:56	Toh, Benjamin[OU=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT SIGN=BERNARD TOH]	Jacobs, Steve[steve.jacobs@venetian.com.mo]		Anthony@didj.gov.mo	Gaming Regulatory		Fw: Gross revenue for this month [from DICJ]
SJACOBS 00040693	SJACOBS 00041146	SJACOBS 00040693	Email-Attachment	EXCEL2000	11/8/2009 17:55	Anthony				Gaming Regulatory		games1004069.xls [DICJ]
SJACOBS 00041146	SJACOBS 00041146	SJACOBS 00041147	Email	OUTLOOK_MSG	11/8/2009 15:54	Melo, Luis[OU=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT SIGN=LUIS.MELO]	Weinrol, Daniel[daniel.weinrol@venetian.com]; Jacobs, Steve[steve.jacobs@venetian.com.mo]; Gonzalez, Al[Al.Gonzalez@venetian.com]; Williams, Dylan[dylan.williams@venetian.com.mo]			Gaming Regulatory	Needed	Fw: Carla - copia.pdf
SJACOBS 00041147	SJACOBS 00041146	SJACOBS 00041147	Email-Attachment	PDF	11/9/2009 15:54					Gaming Regulatory	Needed	VML IPO HK Carla Gov. nao obj. principio 9.11.2009.pdf
SJACOBS 00043000	SJACOBS 00043000	SJACOBS 00043002	Email	OUTLOOK_MSG	11/28/2009 20:36	Melo, Luis[OU=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT SIGN=LUIS.MELO]	Jacobs, Steve[steve.jacobs@venetian.com.mo]	Gonzalez, Al[Al.Gonzalez@venetian.com]		Attorney Client; Gaming Regulatory		Fw: DICJ Instruction 4/2009
SJACOBS 00043001	SJACOBS 00043000	SJACOBS 00043002	Email-Attachment	PDF	11/28/2009 20:36					Attorney Client; Gaming Regulatory		Oficio 4-2009 (Venetian).PDF [DICJ Instruction]

Gaming Regulatory Privilege Asserted

Control Number	Seg. Attach	End Attach	Doc Type	Application	Date Time Myster	Author/From	To	CC	REC	Other Names	Privilege Type	Protection Needed in Family Range	Title/Subject
SJACOB5 00043002	SJACOB5 00043000	SJACOB5 00043002	Email- Attachment	PDF	11/28/2009 20:36						Attorney Client; Gaming Regulatory		Instrucao No.4 2008.PDF [DICJ Instruction]
SJACOB5 00044981	SJACOB5 00044981	SJACOB5 00044982	Email	OUTLOOK_MSG	12/18/2009 18:26	Chan, Steve/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.CHAN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			DICJ	Gaming Regulatory	Needed	Fw: Sheng Li Y - Commencement Letters filed in DICJ
SJACOB5 00044982	SJACOB5 00044981	SJACOB5 00044982	Email- Attachment	TIFF	12/18/2009 18:26					DICJ	Gaming Regulatory	Needed	Sheng Li Y Commencement Letter [notification letter to DICJ]
SJACOB5 00044983	SJACOB5 00044983	SJACOB5 00044984	Email	OUTLOOK_MSG	12/18/2009 18:27	Chan, Steve/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.CHAN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			DICJ	Gaming Regulatory	Needed	Fw: HJJ - Commencement Letters filed in DICJ
SJACOB5 00044984	SJACOB5 00044983	SJACOB5 00044984	Email- Attachment	TIFF	12/18/2009 18:27					DICJ	Gaming Regulatory	Needed	HJJ Commencement Letter.tif
SJACOB5 00044985	SJACOB5 00044985	SJACOB5 00044986	Email	OUTLOOK_MSG	12/18/2009 18:27	Chan, Steve/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.CHAN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			DICJ	Gaming Regulatory	Needed	Fw: Easy Luck - Commencement Letters filed in DICJ
SJACOB5 00044986	SJACOB5 00044986	SJACOB5 00044986	Email- Attachment	TIFF	12/18/2009 18:27					DICJ	Gaming Regulatory	Needed	Easy Luck Commencement Letter.tif
SJACOB5 00044987	SJACOB5 00044987	SJACOB5 00044988	Email	OUTLOOK_MSG	12/18/2009 18:30	Chan, Steve/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.CHAN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			DICJ	Gaming Regulatory	Needed	Fw: New Sun - Commencement Letters filed in DICJ
SJACOB5 00044988	SJACOB5 00044987	SJACOB5 00044988	Email- Attachment	TIFF	12/18/2009 18:30					DICJ	Gaming Regulatory	Needed	New Sun Commencement Letter.tif
SJACOB5 00044989	SJACOB5 00044988	SJACOB5 00044990	Email	OUTLOOK_MSG	12/18/2009 18:30	Chan, Steve/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.CHAN]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			DICJ	Gaming Regulatory	Needed	Fw: Nine & Picture's - Commencement Letters filed in DICJ
SJACOB5 00044990	SJACOB5 00044989	SJACOB5 00044990	Email- Attachment	TIFF	12/18/2009 18:30					DICJ	Gaming Regulatory	Needed	Nine & Picture's Commencement Letter.tif
SJACOB5 00045662	SJACOB5 00045662	SJACOB5 00045662	Email	OUTLOOK_MSG	12/30/2009 18:14	Melo, Luis/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=LUIS.MELO]	Wu, Pete[pete.wu@venetian.com.mo]; Poon, Jeffrey[jeffrey.poon@venetian.com.mo]; Wong, Paul[paul.wong@venetian.com.mo]	Jacobs, Steve[steve.jacobs@venetian.com.mo]		Anthony Leong	Attorney Client; Gaming Regulatory	Needed	Fw: application for installation of slot machines [Melo forward direct communication from DICJ]
SJACOB5 00045667	SJACOB5 00045667	SJACOB5 00045667	Email	OUTLOOK_MSG	12/30/2009 19:02	Melo, Luis/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=LUIS.MELO]	Jacobs, Steve[steve.jacobs@venetian.com.mo]; Wu, Pete[pete.wu@venetian.com.mo]; Poon, Jeffrey[jeffrey.poon@venetian.com.mo]; Wong, Paul[paul.wong@venetian.com.mo]			Anthony Leong	Attorney Client; Gaming Regulatory	Needed	RE: application for installation of slot machines [Melo legal advice regarding DICJ position on slot machines]
SJACOB5 00045672	SJACOB5 00045672	SJACOB5 00045672	Email	OUTLOOK_MSG	12/30/2009 19:33	Melo, Luis/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=LUIS.MELO]	Jacobs, Steve[steve.jacobs@venetian.com.mo]				Attorney Client; Gaming Regulatory		Re: application for installation of slot machines
SJACOB5 00046617	SJACOB5 00046617	SJACOB5 00046617	Email	OUTLOOK_MSG	1/11/2010 11:17	Melo, Luis/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=LUIS.MELO]	Jacobs, Steve[steve.jacobs@venetian.com.mo]				Attorney Client; Gaming Regulatory		Fw: DICJ Verbal Warning on Side Betting
SJACOB5 00046618	SJACOB5 00046618	SJACOB5 00046619	Email	OUTLOOK_MSG	1/11/2010 11:21	Toh, Benjamin/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=BERNARD.TOH]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			Anthony@didj @gov.mo	Gaming Regulatory	Needed	Fw: GGR for December
SJACOB5 00046619	SJACOB5 00046618	SJACOB5 00046619	Email- Attachment	EXCEL2000	1/11/2010 11:21	Anthony					Gaming Regulatory	Needed	games12Dec2008.xls

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Gaming Regulatory Privilege Asserted

Control Number	Reg. Attach	End Attach	Doc Type	Application	Date Time Master	Author/From	To	CC	ESC	Other Names	Privilege Type	Protection Needed in Family Range	Title/Subject
SJACOB5 00052166	SJACOB5 00052166	SJACOB5 00052169	Email	OUTLOOK_MSG	3/5/2010 10:03	McCabe, Kim[Kim.McCabe@venetian.com]	Klinger, Leslie[leslie.klinger@venetian.com]; Ramirez, Antonio[antonio.ramirez@venetian.com.moj]; Friedland, Eliana[eliana.friedland@MarinaBaySands.com]	Goldstein, Robert[rob.goldstein@venetian.com]; Alesi, Tom[Tom.Alesi@MarinaBaySands.com]; Jacobs, Steve[steve.jacobs@venetian.com.moj]; Kraus, Fred[Fred.Kraus@venetian.com]; Melo, Luis[luis.melo@venetian.com.moj]; farris.alsagoff@marinabaysands.com[farris.alsagoff@marinabaysands.com]; Thompson, Robin[robin.thompson@MarinaBaySands.com]; McCabe, Kim[Kim.McCabe@venetian.com]			Attorney Client; Gaming Regulatory	Needed	Marina Bay Sands Opening Memorandum - Special Employees
SJACOB5 00052167	SJACOB5 00052166	SJACOB5 00052169	Email-Attachment	PDF	3/5/2010 10:03	oncal.officer				Leslie Klinger, Antonio Ramirez, Luis Melo, Fred Kraus	Attorney Client; Gaming Regulatory	Needed	Memorandum - MBS Opening.pdf
SJACOB5 00052168	SJACOB5 00052166	SJACOB5 00052169	Email-Attachment	PDF	3/5/2010 10:03	oncal.officer				Evon Ng	Attorney Client; Gaming Regulatory	Needed	Exhibit A.pdf [Letter from Casino Regulatory Authority]
SJACOB5 00052169	SJACOB5 00052169	SJACOB5 00052169	Email-Attachment	PDF	3/5/2010 10:03	oncal.officer					Attorney Client; Gaming Regulatory	Needed	Exhibit B.pdf [categories of special employee licenses]
SJACOB5 00052931	SJACOB5 00053931	SJACOB5 00053932	Email	OUTLOOK_MSG	3/23/2010 1:04	Leong, Melina[Melina.Leong@venetian.com.moj]; Leong, Melina[Melina.Leong@venetian.com.moj]; Benjamin, Benjamin[benjamin.benjamin@venetian.com.moj]; Ramirez, Antonio[antonio.ramirez@venetian.com.moj]	Jacobs, Steve[steve.jacobs@venetian.com.moj]; Toh, Benjamin[benjamin.toh@venetian.com.moj]; Ramirez, Antonio[antonio.ramirez@venetian.com.moj]				Gaming Regulatory		Fw: Secretary Tam's Legco Q&A Session (1)
SJACOB5 00053932	SJACOB5 00053931	SJACOB5 00053932	Email-Attachment	WINWORD2003	3/23/2010 1:04	melina.leong					Gaming Regulatory		Tam_Legco_22_Mar.doc
SJACOB5 00054460	SJACOB5 00054460	SJACOB5 00054465	Email	OUTLOOK_MSG	3/26/2010 18:17	Lee, Amy[Amy.Leong@venetian.com.moj]; Directors, VML[Directors_VML@venetian.com.moj]; Managers_VML[Managers_VML@venetian.com.moj]; Admin_VML[Admin_VML@venetian.com.moj]	Executive_VML[Executive_VML@venetian.com.moj]; Directors_VML[Directors_VML@venetian.com.moj]; Managers_VML[Managers_VML@venetian.com.moj]; Admin_VML[Admin_VML@venetian.com.moj]			Legal Department	Attorney Client; Gaming Regulatory	Needed	Task Force to MBS Guideline
SJACOB5 00054461	SJACOB5 00054460	SJACOB5 00054465	Email-Attachment	WINWORD2003	3/26/2010 18:17	Lenovo User					Attorney Client; Gaming Regulatory	Needed	Task Force to MBS Guideline - MACAU - 2010.03.26.doc
SJACOB5 00054462	SJACOB5 00054480	SJACOB5 00054465	Email-Attachment	PDF	3/26/2010 18:17	Type Your Name Here ...					Attorney Client; Gaming Regulatory	Needed	000000051488_1.pdf [shared services agreement]
SJACOB5 00054463	SJACOB5 00054460	SJACOB5 00054465	Email-Attachment	PDF	3/26/2010 18:17	kimmy.sou				Leslie Klinger, Antonio Ramirez, Luis Melo, Fred Kraus	Attorney Client; Gaming Regulatory	Needed	000000051488_3.pdf [memorandum regarding Marina Bay Sands opening]
SJACOB5 00054464	SJACOB5 00054460	SJACOB5 00054465	Email-Attachment	PDF	3/26/2010 18:17	kimmy.sou					Attorney Client; Gaming Regulatory	Needed	000000051488_5.pdf [categories of special employee licenses]
SJACOB5 00054465	SJACOB5 00054480	SJACOB5 00054465	Email-Attachment	PDF	3/26/2010 18:17	kimmy.sou				Evon Ng	Attorney Client; Gaming Regulatory	Needed	[CRA letter] 000000051488_7.pdf
SJACOB5 00055752	SJACOB5 00055752	SJACOB5 00055754	Email	OUTLOOK_MSG	4/13/2010 2:19	Gonzalez, Al[Al.Gonzalez@venetian.com]	Jacobs, Steve[steve.jacobs@venetian.com.moj]			Fred Kraus, Christine Hu	Attorney Client; Gaming Regulatory	Needed	Fwd: Reuters Report about Sands Macao Dated 29 Mar 2010

Gaming Regulatory Privilege Asserted

Control Number	Seg. Attach	End Attach	Doc Type	Application	Date Time Master	Author/From	To	CC	ESC	Other Names	Privilege Type	Protection Needed in Family Range	Title Subject
SJACOB5 00055753	SJACOB5 00055752	SJACOB5 00055754	Email-Attachment	PDF	4/13/2010 2:19	95571040j					Attorney Client; Gaming Regulatory	Needed	High rollers Triads and a Las Vegas giant Reuters,29Mar2010.pdf
SJACOB5 00055754	SJACOB5 00055752	SJACOB5 00055754	Email-Attachment	HTML	4/13/2010 2:19						Attorney Client; Gaming Regulatory	Needed	ATT6592684.htm [High rollers Triads and a Las Vegas giant]
SJACOB5 00055927	SJACOB5 00055927	SJACOB5 00055932	Email	OUTLOOK_MSG	4/14/2010 9:36	Lee, Amy[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=AMY.LEE]	Executive_VML[Executive_VML@venetian.com.moj]; Directors_VML[Directors_VML@venetian.com.moj]; Managers_VML[Managers_VML@venetian.com.moj]; Admin_VML[Admin_VML@venetian.com.moj]	Lim, Peter[Peter.Lim@MarinaBaySands.com]; Friedland, Elana[elana.friedland@MarinaBaySands.com]		Legal Department	Attorney Client; Gaming Regulatory	Needed	Task Force to MBS Guideline
SJACOB5 00055928	SJACOB5 00055927	SJACOB5 00055932	Email-Attachment	WINWORD2003	4/14/2010 9:36	Lenovo User					Attorney Client; Gaming Regulatory	Needed	Task Force to MBS Guideline - MACAU - 2010.03.26.doc
SJACOB5 00055929	SJACOB5 00055927	SJACOB5 00055932	Email-Attachment	PDF	4/14/2010 9:36	Type Your Name Here ...					Attorney Client; Gaming Regulatory	Needed	000000052640_1.pdf [shared services agreement]
SJACOB5 00055930	SJACOB5 00055927	SJACOB5 00055932	Email-Attachment	PDF	4/14/2010 9:36	kimmy.sou				Leslie Ninger; Antonio Ramirez; Luis Melo; Fred Kraus	Attorney Client; Gaming Regulatory	Needed	000000052640_3.pdf [Marine Bay Sands opening]
SJACOB5 00055931	SJACOB5 00055927	SJACOB5 00055932	Email-Attachment	PDF	4/14/2010 9:36	kimmy.sou					Attorney Client; Gaming Regulatory	Needed	000000052640_5.pdf [Categories of special employee licences]
SJACOB5 00055932	SJACOB5 00055927	SJACOB5 00055932	Email-Attachment	PDF	4/14/2010 9:36	kimmy.sou				Even Ng	Attorney Client; Gaming Regulatory	Needed	[CRA letter] 000000052640_7.pdf
SJACOB5 00055939	SJACOB5 00055939	SJACOB5 00055939	Email	OUTLOOK_MSG	4/14/2010 10:00	Kraus, Fred[Fred.Kraus@venetian.n.com]	Adeison, Sheldon[adeison@venetian.com]; Leven, Michael[Mike.Leven@venetian.com]; Jacobs, Steve[steve.jacobs@venetian.com.moj]; Goldstein, Robert[rob.goldstein@venetian.com]	Kraus, Fred[Fred.Kraus@venetian.com]			Attorney Client; Gaming Regulatory		[draft] Response to CRA Inquiry
SJACOB5 00055953	SJACOB5 00055953	SJACOB5 00055953	Email	OUTLOOK_MSG	4/14/2010 12:00	Bonar, William[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=WILLIAM.BONAR]	Jacobs, Steve[steve.jacobs@venetian.com.moj]			Fred Kraus	Gaming Regulatory	Needed	FW: Submission of Surveillance plan - MBS
SJACOB5 00055961	SJACOB5 00055961	SJACOB5 00055961	Email	OUTLOOK_MSG	4/14/2010 13:01	Kraus, Fred[Fred.Kraus@venetian.n.com]	Kraus, Fred[Fred.Kraus@venetian.com]; Adeison, Sheldon[adeison@venetian.com]; Leven, Michael[Mike.Leven@venetian.com]; Jacobs, Steve[steve.jacobs@venetian.com.moj]; Goldstein, Robert[rob.goldstein@venetian.com]				Attorney Client; Gaming Regulatory		RE: Response to CRA inquiry
SJACOB5 00056094	SJACOB5 00056094	SJACOB5 00056096	Email	OUTLOOK_MSG	4/15/2010 12:03	Kraus, Fred[Fred.Kraus@venetian.n.com]	Adeison, Sheldon[adeison@venetian.com]; Leven, Michael[Mike.Leven@venetian.com]; Goldstein, Robert[rob.goldstein@venetian.com]; Jacobs, Steve[steve.jacobs@venetian.com.moj]	Arasi, Tom[Tom.Arasi@MarinaBaySands.com]; Kraus, Fred[Fred.Kraus@venetian.com]			Attorney Client; Gaming Regulatory		FW: Reuters Report Dated 29 March 2010 [draft agreement]
SJACOB5 00056095	SJACOB5 00056084	SJACOB5 00056086	Email-Attachment	PDF	4/15/2010 12:03	veronica.pereiraho					Attorney Client; Gaming Regulatory		Hou Wan - Credit Agreement (Apr 09).pdf
SJACOB5 00056096	SJACOB5 00056094	SJACOB5 00056096	Email-Attachment	PDF	4/15/2010 12:03	veronica.pereiraho					Attorney Client; Gaming Regulatory		Hao Cai - Credit Agreement (Apr 2008).pdf

Gaming Regulatory Privilege Asserted

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SJACOBBS 00056124	SJACOBBS 00056124	SJACOBBS 00056124	Email	OUTLOOK_MSG	4/15/2010 16:08	Hu, Christine/O=FIRST ORGANIZATION/OU=FIR ST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=CHRISTINE.HU]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			ken@ldj.gov.mo	Gaming Regulatory	Needed	FW: 2010-Q1 Junket ROVE on-site Review
SJACOBBS 00056138	SJACOBBS 00056138	SJACOBBS 00056138	Email	OUTLOOK_MSG	4/15/2010 17:03	Hu, Christine/O=FIRST ORGANIZATION/OU=FIR ST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=CHRISTINE.HU]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			Ken Cheang	Attorney Client; Gaming Regulatory	Needed	RE: 2010-Q1 Junket ROVE on-site Review [DICJ]
SJACOBBS 00056499	SJACOBBS 00056499	SJACOBBS 00056500	Email	OUTLOOK_MSG	4/19/2010 12:55	Melo, Luis/O=FIRST ORGANIZATION/OU=FIR ST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=LUIS.MELO]	Jacobs, Steve[steve.jacobs@venetian.com.mo]				Attorney Client; Gaming Regulatory		RE: Letter to Tam
SJACOBBS 00056500	SJACOBBS 00056499	SJACOBBS 00056500	Email-Attachment	WINWORD2007	4/19/2010 12:55	Steve Jacobs					Attorney Client; Gaming Regulatory		Francis conditions.docx
SJACOBBS 00056865	SJACOBBS 00056865	SJACOBBS 00056867	Email	OUTLOOK_MSG	4/21/2010 7:40 PM	Hu, Christine/O=FIRST ORGANIZATION/OU=FIR ST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=CHRISTINE.HU]	Chan, Steve[steve.chan@venetian.com.mo]	Toh, Benjamin[benjamin.toh@venetian.com.mo]; Melo, Luis[luis.melo@venetian.com.mo]; Clayton, Kevin[kevin.clayton@venetian.com.mo]; Jacobs, Steve[steve.jacobs@venetian.com.mo]			Gaming Regulatory	Needed	RE: Junket License Status
SJACOBBS 00056866	SJACOBBS 00056865	SJACOBBS 00056867	Email-Attachment	OUTLOOK_MSG	4/21/2010 7:40 PM	Cheong, Florence/O=FIRST ORGANIZATION/OU=FIR ST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=FLORENCE.CHEONG]	Hu, Christine[christine.hu@venetian.com.mo]				Gaming Regulatory	Needed	Letter to DICJ for 2010 Gaming Promoters
SJACOBBS 00057266	SJACOBBS 00057266	SJACOBBS 00057267	Email	OUTLOOK_MSG	4/28/2010 4:06 PM	Humphreys, Ian/O=FIRST ORGANIZATION/OU=FIR ST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=IAN.HUMPHREYS]	Melo, Luis[luis.melo@venetian.com.mo]	Jacobs, Steve[steve.jacobs@venetian.com.mo]			Attorney Client; Gaming Regulatory	Needed	Submission List of Gaming Promoters 2010.1tr
SJACOBBS 00057267	SJACOBBS 00057266	SJACOBBS 00057267	Email-Attachment	WINWORD2003	4/29/2010 4:06 PM	Sinia					Attorney Client; Gaming Regulatory	Needed	Letter to SJPW_240310_eng.doc
SJACOBBS 00058298	SJACOBBS 00058298	SJACOBBS 00058298	Email	OUTLOOK_MSG	5/6/2010 10:06 PM	Melo, Luis/O=FIRST ORGANIZATION/OU=FIR ST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=LUIS.MELO]	Jacobs, Steve[steve.jacobs@venetian.com.mo]				Attorney Client; Gaming Regulatory		DICJ Letter - Translation
SJACOBBS 00058299	SJACOBBS 00058298	SJACOBBS 00058299	Email-Attachment	WINWORD2003	5/6/2010 10:06 PM	ELFP_9					Attorney Client; Gaming Regulatory		2010.05.06 - Carla DICJ autore GAA e PoGEU (Transl)(Engl).doc
SJACOBBS 00082307	SJACOBBS 00082307	SJACOBBS 00082307	Email	OUTLOOK_MSG	8/14/2009 2:45 PM	Jacobs, Steve/O=FIRST ORGANIZATION/OU=FIR ST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]	Ang, Michael[michael.ang@venetian.com.mo]			Charles Shing	Gaming Regulatory	Needed	Re: Visit to Venetian by CID Officers

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SJACOB5 00082857	SJACOB5 00082857	SJACOB5 00082857	Email	OUTLOOK_MSG	9/27/2009 3:30 PM	Jacobs, Steve/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]	Chan, Fiona[fiona.chan@venetian.com.mo]			Kiam Keong	Gaming Regulatory	Needed	Re: URGENT - Travel Request Form (For Singapore business trip extension)
SJACOB5 00082901	SJACOB5 00082901	SJACOB5 00082902	Email	OUTLOOK_MSG	9/8/2009 6:06 PM	Jacobs, Steve/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]; Anthony	Leven, Michael[Mike Leven@venetian.com]; Adelson, Sheldon[AdelsonS@venetian.com]			Anthony@dirj.gov.mo	Gaming Regulatory	Needed	Fw: gross revenue for Aug [from DICJ]
SJACOB5 00082902	SJACOB5 00082901	SJACOB5 00082902	Email-Attachment	EXCEL2003	9/8/2009 6:06 PM						Gaming Regulatory	Needed	games08Ago09.xls
SJACOB5 00084625	SJACOB5 00084625	SJACOB5 00084625	Email	OUTLOOK_MSG	11/29/2009 4:19 AM	Jacobs, Steve/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]	Melo, Luis/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=LUIS.MELO]				Attorney Client; Gaming Regulatory		RE: DICJ Instruction 4/2008
SJACOB5 00084740	SJACOB5 00084740	SJACOB5 00084740	Email	OUTLOOK_MSG	12/2/2009 4:11 AM	Jacobs, Steve/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]	joli@macau.ctm.net[joli@macau.ctm.net]				Gaming Regulatory		Re: It is Done ... [IPO process]
SJACOB5 00084765	SJACOB5 00084765	SJACOB5 00084765	Email	OUTLOOK_MSG	12/2/2009 12:37 PM	Jacobs, Steve/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]	joli@macau.ctm.net[joli@macau.ctm.net]				Gaming Regulatory		Re: It is Done ... [IPO process]
SJACOB5 00085328	SJACOB5 00085328	SJACOB5 00085328	Email	OUTLOOK_MSG	12/30/2009 6:20 PM	Jacobs, Steve/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]	Melo, Luis/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=LUIS.MELO]; Wu, Pete/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=Jeffrey.poon]; Wong, Paul/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=Paul.wong]				Attorney Client; Gaming Regulatory		RE: application for installation of slot machines
SJACOB5 00085350	SJACOB5 00085350	SJACOB5 00085350	Email	OUTLOOK_MSG	12/30/2009 7:24 PM	Jacobs, Steve/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]	Melo, Luis/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=LUIS.MELO]				Attorney Client; Gaming Regulatory		RE: application for installation of slot machines
SJACOB5 00085357	SJACOB5 00085357	SJACOB5 00085357	Email	OUTLOOK_MSG	12/31/2009 1:21 AM	Jacobs, Steve/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]	Wu, Pete[pete.wu@venetian.com.mo]			Luis Melo; Anthony Leong	Attorney Client; Gaming Regulatory		Fw: application for installation of slot machines [with legal advice given by Melo and conversation with gaming regulator from DICJ]
SJACOB5 00085020	SJACOB5 00085020	SJACOB5 00085020	Email	OUTLOOK_MSG	4/15/2010 4:39 PM	Jacobs, Steve/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=STEVE.JACOBS]	Hu, Christine/[O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTINE HU]			Ken Cheang	Gaming Regulatory		RE: 2010-Q1 Junket ROVE on-site Review [DICJ]

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Gaming Regulatory Privilege Asserted

Control Number	Reg. Attach	End Attach	Doc Type	Application	Date Time Master	Author/From	To	CC	BCC	Other Names	Privilege Type	Protection Needed in Family Range	Title/Subject
SJACOB5 00101403	SJACOB5 00101403	SJACOB5 00101408	Email	OUTLOOK_MSG	3/26/2010 6:17 PM	Lee, Amy[O=FIRST ORGANIZATION/CN=ADMINISTRATIVE GROUP/CN=RECIPIENT S/CN=AMY.LEE]	Executive_VML[Executive_VML@venetian.com.moj] Directors_VML[Directors_VML@venetian.com.moj] Managers_VML[Managers_VML@venetian.com.moj] Admin_VML[Admin_VML@venetian.com.moj]			Legal Department	Attorney Client; Gaming Regulatory	Needed	Task Force to MBS Guideline
SJACOB5 00101404	SJACOB5 00101403	SJACOB5 00101408	Email- Attachment	WINWORD2003	3/26/2010 6:17 PM	Lenovo User				Dylan Williams; Legal Department	Attorney Client; Gaming Regulatory	Needed	Task Force to MBS Guideline - MACAU - 2010.03.26.doc [Created with the assistance of the legal department]
SJACOB5 00101405	SJACOB5 00101403	SJACOB5 00101408	Email- Attachment	PDF	3/26/2010 6:17 PM	Type Your Name Here ...				Legal Department	Attorney Client; Gaming Regulatory	Needed	000000002884_1.pdf [Shared Services Agreement]
SJACOB5 00101406	SJACOB5 00101403	SJACOB5 00101408	Email- Attachment	PDF	3/26/2010 6:17 PM	kimmy.sou				Leslie Kingler, Antonio Ramirez, Luis Melo, Fred Kraus	Attorney Client; Gaming Regulatory	Needed	000000002884_3.pdf [Marina Bay Sands Opening Memorandum sent to members of legal department]
SJACOB5 00101407	SJACOB5 00101403	SJACOB5 00101403	Email- Attachment	PDF	3/26/2010 6:17 PM	kimmy.sou					Attorney Client; Gaming Regulatory	Needed	000000002884_5.pdf [Categories of Special Employee Licenses]
SJACOB5 00101408	SJACOB5 00101403	SJACOB5 00101408	Email- Attachment	PDF	3/26/2010 6:17 PM	kimmy.sou				Evon Ng	Attorney Client; Gaming Regulatory	Needed	000000002884_7.pdf [Letter from Casino Regulatory Authority]

EXHIBIT 16

DECL

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DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

AND RELATED CLAIMS

Case No.: A-10-627691

Dept. No.: XI

**DECLARATION OF STEVEN C.
JACOBS IN SUPPORT OF HIS
MOTION FOR RELEASE OF HIS
DOCUMENTS FROM ADVANCED
DISCOVERY**

I, STEVEN C. JACOBS, declare as follows:

1. I am the plaintiff in the above-captioned matter, and I make this Declaration in support of Plaintiff's Motion for Release of His Documents from Advanced Discovery (the "Motion") in the above-captioned case.

2. I am over eighteen years of age and I am competent to testify to the matters stated herein. I have personal knowledge of the following, unless stated upon information and belief, and can and do competently testify thereto.

3. During the status conference held on May 24, 2012, this Court directed the parties to file status reports explaining the status of Defendants Las Vegas Sands Corp.'s ("LVSC") and Sands China Ltd.'s ("Sands China") (collectively, the "Defendants") jurisdictional discovery

1 responses, and identifying any additional jurisdictional discovery that was necessary prior to this
2 Court's evidentiary hearing.

3 4. Pursuant to the Court's direction, on June 27, 2012, as Plaintiff, I submitted a
4 Status Memorandum on Jurisdictional Discovery. In support of it, I made a declaration
5 identifying several examples of categories of documents that I know to exist, but which
6 Defendants have failed to produce in response to the written discovery requests.

7 5. I know such documentation to exist because many of them I presently possess
8 although the Defendants have fought to claim that those documents are privileged,
9 notwithstanding the fact that they form the basis for my claims as well as the defenses and
10 counterclaims asserted in this action. Accordingly, by this declaration, I will outline particular
11 examples of documents that the Defendants are withholding under erroneous claims of privilege
12 because the documents prove the basis for my claims, including jurisdiction, as well as defeat the
13 claims and defenses asserted by the Defendants.

14 6. One such category of documents concerns evidence developed regarding demands
15 by Sheldon Adelson that a threat be delivered to Macau's then-Chief Executive, Edmond Ho, to
16 obtain Strata-Title for the Four Seasons Apartments in Macau. As background, during the
17 process of taking Sands China public, Adelson wanted the sale of the Four Seasons apartments to
18 be included in Sands China's valuation. To explore the possibility, I met with Chief Executive
19 Edmond Ho of the Macau Special Administrative Region of the People's Republic of China.
20 During our conversation, Chief Executive Ho indicated that, despite what Adelson had
21 represented to me, the proceeds from the outright sale of the Four Seasons apartments could not
22 be included in Sands China's valuation because: (1) Macau law prohibited Concessionaires from
23 selling land; and (2) the Macau government was not going to issue a waiver granting Sands China
24 Strata-Title in the land. When I informed Adelson of Chief Executive Ho's position, Adelson
25 became enraged and stated that Chief Executive Ho had "promised" him Strata-Title and that
26 Chief Executive Ho was reneging on his "promise." Adelson directed me to convey a message to
27 Chief Executive Ho: Adelson wanted me to inform the "son of a bitch" that Adelson had settled a
28

1 lawsuit paying \$40 million dollars to keep Chief Executive Ho out of jail and that he (Ho) owed
2 Adelson Strata-Title as a result.

3 I refused Adelson's directive to threaten the Chief Executive, and I reported this
4 impropriety to LVSC's then-General Counsel, Alberto Gonzalez, as well as its COO, Michael
5 Leven, both of whom were in Las Vegas. Notably missing from produced documents to date are
6 my written notes and emails concerning my reporting of this improper directive to threaten the
7 Chief Executive as well as notes and emails relating to my subsequent meeting with Adelson
8 about the fact that I had reported his misconduct to others. Indeed, during that meeting, Adelson
9 reminded me that he was the largest shareholder of LVSC and that he knew I had reported his
10 instructions.

11 It appears from Defendants' privilege log that they are claiming privilege to all the
12 documents surrounding Adelson's attempts to threaten Chief Executive Ho, including my own
13 report concerning the impropriety of Adelson's conduct. Plainly, these documents fundamentally
14 go to my claims and further disprove the false defenses and counterclaims asserted by LVSC to
15 manufacture fictitious excuses for having orchestrated and carried out my termination. These
16 documents also go to this Court's jurisdiction as Adelson was acting from Nevada when giving
17 these improper directives and I reported his threats to Nevada executives.

18 7. Another example concerns documents surrounding what Mike Leven called Adelson's
19 "leverage idea." As background, in early 2010, the Macau government announced new limits on
20 the total number of gaming tables in casinos. Because Sands China and LVSC had already
21 represented to lenders that there would be a certain number of table games in the new casino
22 planned for construction on Parcels 5 and 6 of the Cotai Strip in Macau, the new table game limits
23 potentially jeopardized billions of dollars in loans to build that new casino. As Adelson had done
24 relative to making threats against the Chief Executive over Strata-Title, he again wanted to find a
25 way to exert "leverage" over the government decision makers in order to get them to change the
26 rules. His "leverage idea" was to engage private investigators to create a dossier on Macau's new
27 Chief Executive, and all of his investments, as well as those of several other "key decision
28

1 makers" / politicians so that Adelson might use the information as "leverage" in future
2 negotiations and/or litigation in his attempts to get them to change the table limits.

3 Leven and I expressly discussed the impropriety of Adelson's leverage idea, a fact which
4 Leven confirmed by email. (Ex A attached hereto). I understood Adelson and Leven to be in
5 Nevada when these conversations took place and emails were written and exchanged.

6 All such documents disprove the Defendants' claim that I commissioned an investigative
7 report without their knowledge or involvement. Rather, I protested "sga's leverage idea" as
8 Leven admitted in his email. A detailed report was later prepared and a presentation of key
9 findings were relayed by me to Mike Leven whereupon he instructed me to not share any results
10 with Adelson as he knew Adelson would misuse the information and destroy any remaining
11 relationships Adelson had left in Macau. Leven gave me this direction from Las Vegas.

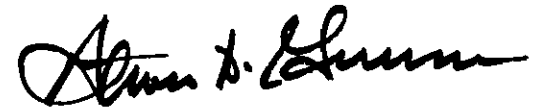
12 8. Ironically, I was present for Leven's sworn deposition testimony where he
13 shamefully pretended that he could not remember what constituted Adelson's leverage idea, even
14 after being presented with his own email. He knew exactly what Adelson's idea was, and the
15 impropriety of carrying it out, which is precisely why I asked Leven to talk Adelson out of
16 proceeding. As Leven's email attests (the one Defendants produced), the best Leven was able to
17 do was to get Adelson to agree to "postpone" implementation until after the financing.

18 But once again, the Defendants now claim privilege as to the very documents that prove
19 the truth about Adelson's leverage idea and who was all involved in it, including the reports and
20 posters produced by International Risk (the company who produced the material) and emails
21 relating to the report(s).

22 Once again, all such documents are squarely at issue in this case since they relate to my
23 claims, defenses, counterclaims, and this Court's jurisdiction as it shows control over substantive
24 matters being exercised from Las Vegas.

25 9. Again, these are just two examples of areas where the Defendants have sought to
26 make claims of privilege over documents for which I was directly involved and which give rise to
27 the claims, defenses and counterclaims presently before this Court.
28

**SUBMITTED
UNDER
SEAL
PURSUANT
TO
CONFIDENTIALITY
ORDER**



CLERK OF THE COURT

RPLY

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DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

AND RELATED CLAIMS

Case No.: A-10-627691

Dept. No.: XI

**STEVEN C. JACOBS' REPLY IN
SUPPORT OF MOTION TO RETURN
REMAINING DOCUMENTS FROM
ADVANCED DISCOVERY**

Date of Hearing: April 12, 2013

Time of Hearing: In Chambers

I. INTRODUCTION

This Court provided Defendants Las Vegas Sands Corp. ("LVSC") and Sands China Ltd. ("Sands China") an opportunity to supplement their opposition, noting that they needed to provide substantive authority for their claim that Plaintiff Steven C. Jacobs' ("Jacobs") counsel cannot have access to documents Jacobs possesses. With that opportunity, LVSC and Sands China have again confirmed Jacobs' position. Ignoring authorities that apply to this actual circumstance, they simply regurgitate their prior arguments, only referencing two additional cases, neither of which address the facts at issue. Contrary to Defendants' hopes, the drum beat repetition of an erroneous position will not give substance to it.

1 The same holds true for LVSC's and Sands China's selective recitation of what they wish
2 the "facts" to be. They blusterously say that it is Jacobs who has disregarded this Court's order
3 and delayed the processing of his ESI. Of course, anyone with actual knowledge of the history of
4 this matter would question if the drafter of Defendants' position simply does not know the events
5 or knowingly misstated them. LVSC and Sands China pretend to have forgotten that the
6 procedure for handling Jacobs' ESI grew out of their repeated and knowing misrepresentations to
7 this Court and Jacobs. They claimed that they needed access to Jacobs' documents because they
8 did not know what he possessed. Of course, that assertion was wildly untrue. Had this Court
9 been told the truth – as opposed to the deception Defendants undertook – there would have been
10 nowhere near the controversy or drawn-out procedures for processing and handling Jacobs' ESI.
11 Defendants' continuing refusal to take ownership of their own misdeeds speaks volumes.¹

12 Despite the protests and rhetoric, Jacobs' motion is straightforward under both the facts
13 and the law. Defendants do not cite a single case for their indefensible assertion – that a litigant
14 cannot use documents he or she rightfully possesses in the prosecution of his or her case and in
15 opposition to affirmative defenses and counterclaims. The question here is not whether Jacobs
16 can access the documents. He presently possesses them, as he has for years with LVSC's and
17 Sands China's full knowledge. The question is not whether Jacobs may possess the documents;
18 this Court long ago ruled that he could. Nor does Jacobs claim that he has the power to "waive" a
19 privilege on behalf of LVSC or Sands China. The question is whether Jacobs is in the class of
20 persons permitted to view and have access to this information for purposes of litigation which
21 unquestionably implicate these documents. Indeed, if he is not (as Defendants now suggest), then
22 his long-standing and adverse possession of them constitutes a complete waiver of any claims of
23 privilege even as to outside third parties. LVSC and Sands China cannot have their cake and eat
24 it too.

25
26
27 ¹ Underscoring the blame game, LVSC and Sands China also accuse Jacobs of "doctoring"
28 their privilege log. Hardly. As Jacobs expressly noted, he reorganized the entries into particular
categories for purposes of his motion. How disclosing that reorganization to the Court and
explaining why it was done constitutes "doctoring" can only exist in the imaginations of LVSC
and Sands China. Once again, the facts take a back seat.

1 **II. BACKGROUND**

2 **A. Jacobs Possesses The Documents Both Before And After His Termination.**

3 LVSC and Sands China appear to have a recurring bout of amnesia concerning the process
4 and procedures for the handling of Jacobs' ESI and its ultimate presentation to Advanced
5 Discovery. Thus, Jacobs will refresh their memories.

6 This case grows out of Jacobs' wrongful termination. Jacobs' employment was governed
7 by a binding "Offer, Terms and Conditions" (the "Term Sheet") which is dated August 3, 2009,
8 and signed by LVSC's President, Michael Leven ("Leven"). (Term Sheet, Ex. 1 hereto.) Neither
9 Sands China nor LVSC can continue to deny this fact. Leven admitted it at his deposition.
10 (Ex. 2, Dep. Tr. of Michael Leven, Feb. 1, 2013 at 285:7-24.) And, LVSC filed the Term Sheet
11 with the Securities and Exchange Commission confirming it as Jacobs' employment agreement.
12 (Ex. 3, excerpts from LVSC's March 31, 2010 Form 10-Q.)

13 That Term Sheet in no way precludes Jacobs from possessing information that he obtained
14 during his employment, nor does it contain any provisions requiring the return of information or
15 documents upon his termination. This is particularly true when his termination was undertaken in
16 violation of public policy because he blew the whistle on corporate improprieties by Sheldon G.
17 Adelson ("Adelson"), the Chairman of both LVSC and Sands China.² Neither LVSC nor
18 Sands China denies knowing that Jacobs possessed volumes of information at the time of his
19 termination.

20 Despite the fact that Jacobs traveled extensively and thus had extensive information stored
21 electronically, no one asked Jacobs to surrender his laptop computer or other portable electronic
22 devices. No one on behalf of LVSC or Sands China ever asked Jacobs to surrender any
23 documents that he possessed at the time of his termination. Nor did anyone attempt to collect any
24 of the documents from him at that time. Instead, Jacobs was simply taken to the ferry in Macau
25

26 ² Confirming just how far the Defendants will go, LVSC actually filed a counterclaim with
27 this Court proclaiming how it had nothing to do with the Term Sheet. It made this assertion
28 despite the fact that its own President, Leven, confirms that he signed it on behalf of LVSC.
These types of false claims is precisely why Defendants want to stop Jacobs from having access
to documents. They want to make false assertions but then claim that the documents disproving
the falsehoods should remain off limits.

1 on July 23, 2010, and told to go away. He has continuously and openly retained possession of all
2 of the documents since then.

3 **B. Jacobs Reaffirms His Possession Of The Documents And Intent To Use Them,**
4 **And Defendants Do Nothing.**

5 Jacobs filed this action on October 10, 2010. Because of the litigation, Defendants
6 apparently became concerned about proof of the improprieties that Jacobs possessed. Thus, on
7 November 23, 2010, Sands China insinuated that Jacobs had somehow "stolen" all the documents
8 he possessed. (Ex. 4, Nov. 23, 2010, Ltr.) Responding to this manufactured assertion – because
9 Sands China knew full well that Jacobs had possessed the documents from the date of his
10 termination – Jacobs' counsel confirmed possession of a "multitude" of documents that he had
11 both generated and received since overseeing the Macau operations for LVSC. (Ex. 5, Nov. 30,
12 2010, Ltr.) Jacobs rightfully possessed that information, made no apologies, and disputed that he
13 had stolen anything. *Id.*

14 Subsequently, counsel for Sands China again made the bold-faced assertion that Jacobs
15 had stolen property and that he should return it. (Ex. 6, Dec. 3, 2010, Ltr.; *see also* Ex. 7, Dec. 9,
16 2010, Ltr.; Ex. 8, Dec. 13, 2010 Ltr.) But Sands China had to reveal its hand. They knew what
17 Jacobs possessed and thus focused on three investigative reports of Macau government officials
18 and individuals suspected of being affiliated with Triads. Cognizant of what those reports
19 showed, Sands China insisted that these documents and the information therein be returned.

20 Once again, Jacobs disputed that assertion and reiterated that he possessed volumes of
21 documentations from his oversight of the Macau operations. Again, Jacobs made it clear that he
22 was not going to return them. Rather, Jacobs' counsel simply returned two "originals" of the
23 background investigations, confirming that he was keeping copies because they were evidence for
24 these proceedings.³ (Ex. 9, Jan. 7, 2011, Ltr.; Ex. 10, Jan. 11, 2011, Ltr.) Thus, since the end of
25 2010, Jacobs has repeatedly confirmed his possession of the documents in question. And, the
26 Defendants have confirmed by their own conduct that Jacobs rightfully possessed the documents.

27
28 ³ Tellingly, these reports which have been at issue since 2010 are now supposedly
privileged. How that can be true is, of course, never explained by the Defendants.

1 After all, what did they do in response to Jacobs' repeated confirmations that he possessed and
2 would not return these documents? Nothing. Instead, month after month passed with not a word
3 out of LVSC or Sands China concerning what they now claim are documents that are so critically
4 privileged that Jacobs' own counsel cannot be permitted to see them.

5 As if such purposeful inaction were not enough, it continued even further. Indeed, this
6 lackadaisical approach continued even when Jacobs' counsel later reaffirmed the fact that Jacobs
7 possessed a magnitude of documents, including those that were communications with counsel.
8 On July 8, 2011, Jacobs reiterated that he possessed and is "certainly entitled to emails *from*
9 *attorneys that were sent to Steve during his tenure that are relevant to the claims/defenses in*
10 *this litigation*, [we] likewise recognize that there may be a number of emails from attorneys to
11 Steve that are likely not relevant to this action." (Ex. 11, July 8, 2011, E-mail) (emphasis added).

12 In response, did LVSC or Sands China move to safeguard their supposed privileges in the
13 face of Jacobs' reaffirmation of his possession of documents, including those to and from
14 attorneys that he intended to use in the litigation? Of course not. Instead, they simply
15 regurgitated the same "stolen" documents mantra they had been asserting since November of the
16 year before. Indeed, it was not until Jacobs' change of counsel in this action that LVSC and
17 Sands China sought tactical advantage by suddenly deciding that all of the documents – the same
18 documents that Jacobs had possessed with the Defendants' knowledge for well over a year – were
19 privileged and/or otherwise protected.

20 It is, of course, lost on no one that if the documents were as LVSC and Sands China
21 portray, they would have never twiddled their thumbs for over a year in the face of Jacobs' open
22 and adverse possession and use of them. It is only after the Nevada Supreme Court ordered the
23 evidentiary hearing concerning the question of personal jurisdiction that Defendants needed an
24 excuse to disrupt Jacobs' review and presentation of proof. The old adage has never been more
25 true: Actions speak louder than words.

1 **C. Defendants Had Possessed Jacobs' ESI All Along and Simply Concealed The**
2 **Facts.**

3 However, it is not just the inaction of LVSC and Sands China that proves problematic. It
4 is now beyond debate that both LVSC and Sands China knew that they were obtaining favorable
5 court rulings built upon a false factual record. And it is no coincidence that their deception set
6 this entire process in motion and has dragged this case to a snail's pace.

7 Nor does Jacobs deny or apologize for his high suspicions as to Defendants' motives
8 relative to gaining access to his ESI. This is a case where the parties' words have also proven
9 problematic, clamoring for the one-sided discovery of requiring Jacobs to deposit only his ESI
10 with Advanced Discovery. In hindsight, even he did not foresee the depths the misconduct that
11 LVSC and Sands China would employ in seeking to sabotage these proceedings. With the benefit
12 of hindsight, Jacobs should have been even more suspicious and distrusting.

13 But, as this Court knows, Jacobs ultimately provided a copy of his ESI to Advanced
14 Discovery, without the benefit of his counsel's review, something no other litigant has been
15 required to do. With that, the parties negotiated a Stipulated Protective Order which they
16 finalized on March 22, 2012. Within six weeks of that date, the parties had negotiated and agreed
17 upon the details of the transfer. (Ex. 12, May 8, 2012, E-mail.) On May 8, 2012, the parties
18 contacted Advanced Discovery to commence the transfer. And within less than ten days, the
19 parties and Advanced Discovery completed the preliminary steps and Jacobs transferred his ESI.
20 Notably, it was not until the Defendants were caught in their deception and were looking for an
21 area of deflection that they tried to claim some fault in Jacobs' compliance with the agreed-upon
22 protocol.

23 Moreover, the boasting of LVSC and Sands China after Advanced Discovery processed
24 Jacobs' ESI is not exactly supported by the fact. After receiving Jacobs ESI in July 2012,
25 Defendants produced a "preliminary" privilege log on September 26, 2012. Within two weeks,
26 Jacobs sent Defendants a letter objecting to deficiencies in the privilege log. (Ex. 13, Oct. 9,
27 2012, Ltr.) Importantly, many of the objections raised in this letter are the same as those set forth
28 in the instant Motion. Predictably, LVSC and Sands China ignored the substance of Jacobs' letter
with the excuse that the log was only "preliminary." Then, after being questioned as to a final

1 privilege log, Defendants stated on October 18, 2012, that it would be sent shortly. (Ex. 14,
2 Nov. 29, 2012, E-mail chain.) Yet, it was not until December 3, 2012, that the log finally
3 appeared. And then it repeated most all of the same deficiencies raised in Jacobs' September 26,
4 2012, letter.

5 The following are examples of issues raised in the October 9, 2012, letter but ignored by
6 LVSC and Sands China:

- 7 - "SCL asserts Nevada's attorney-client privilege over documents
8 without providing both the documents' author(s) and recipient(s)."
- 9 - "SCL asserted the privilege over communications solely between
10 Jacobs and the following executives and directors [and then listing
11 specific individuals]." Sands China only addressed certain
12 examples in the letter without addressing others.
- 13 - "[E]ven for those documents where a lawyer is the author or
14 recipient, it is not privileged simply because it was addressed to or
15 from a lawyer... SCL was required to make a 'clear showing' that
16 communications to or from a lawyer were made in confidence and
17 for the purpose of legal advice."
- 18 - "SCL asserts the attorney-client privilege over communications to
19 and from third parties... For example, SCL asserts the attorney-
20 client privilege over emails from an unidentified third party,
21 'sandsinsider@hotmail.com,' to SCL's former general counsel, Luis
22 Melo." Additional email addresses of third parties were identified
23 in the letter, with Sands China failing to release many of emails to
24 or from these third party email addresses.
- 25 - "SCL asserts an unidentified and uncited 'Gaming Regulatory'
26 privilege over many of the documents listed in the Privilege Log."

27 (Ex. 13.) Of course, these are the same defects that Jacobs had to point out in his motion. If the
28 Defendants were genuinely interested in resolving such matters, they would have responded to
29 Jacobs' letter or corrected these items on their own. They did neither.

30 Ultimately, LVSC and Sands China have submitted two oppositions to Jacobs' motion, as
31 this Court instructed them to file supplemental briefing:

32 But I need you -- when I read your opposition I had concerns. So
33 I'm going to let you do a supplement, and I want you to specifically
34 address with respect to the factual issues in this case whether the
35 waiver is appropriate.

(Mar. 14, 2013 Tr. at 10:21-25). Their supplement simply cites two additional cases for the proposition that a stipulated protective order is not, in and of itself, a basis to compel a party to produce otherwise privileged information to those not entitled to review it. *In re Dow Corning Corp.*, 261 F.3d 280, 286 (2d Cir. 2001); *Chase Manhattan Bank, N.A. v. Turner & Newall, PLC*, 964 F.2d 159 (2d Cir. 1992). Jacobs has never advocated otherwise. Instead, Jacobs has always contended that he is entitled to possess and use the documents in his possession and, to the extent there are valid claims of privilege as against outsiders, a protective order is adequate to address those concerns.

III. ANALYSIS

Defendants seek to frame the debate around a false premise: That the question is whether a former executive has the ability to "waive" a privilege for a defendant corporation so as to compel its production of privileged communications. But of course, that is not the issue in this case. Jacobs does not seek to compel production of documents from the Defendants. Jacobs possesses every one of the documents at issue. They are in *his* files. He has possessed them since the day he was forcibly removed from Macau. Both LVSC and Sands China knew he possessed them for over a year before they decided to try and make a litigation tactic out of his possession. Simply pretending that these critical facts do not exist will never make them go away.

A. Jacobs Is Within The Sphere Of Persons Allowed To View Privileged Communications He Possesses.

Any debate over the divergent approaches some courts have taken relative to a former executive's ability to compel disclosure of privileged communications is a convenient diversion for LVSC and Sands China. But it is not the debate for now. Jacobs presently does not seek to compel production of documents from LVSC or Sands China. He already has the documents. The issue is his use of the documents he possesses. And, the Defendants' knowing avoidance of that point is noteworthy.

None of the authorities cited by LVSC or Sands China address anything like the matter presented here, where documents in question are (1) presently and rightfully in their opponent's possession and (2) are matters to which he substantively participated. Indeed, even where the first

1 element is lacking, the court's framing of the issue in *People v. Greenberg*, 851 N.Y.S.2d 196,
2 202 (N.Y. Sup. Ct. 2008) is instructive. There, the court faced a question of access to privileged
3 information by two former executives:

4 The issue here is not whether the legal memoranda constitute
5 privileged attorney-client materials (they do) or whether Greenberg
6 and Smith are entitled to assert or waive AIG's privilege (they are
7 not), but whether Greenberg and Smith ***are among the class of***
8 ***persons legally allowed to view those privileged communications.***
 Under both New York and Delaware laws, the fact that Greenberg
 and Smith are no longer directors is not fatal to their motion to
 compel, since their conduct while directors has been called into
 question and the inspection is needed to prepare their defenses.

9 *Id.* (emphasis added). After properly framing the issue, the court concluded that these former
10 executives (and their counsel) were entitled to view the privileged materials without causing a
11 waiver because they "were privy to, and on many occasions actively participated in, [the] legal
12 consultations regarding the four subject transactions . . . "). *Id.* As a result, the court held that
13 the corporation – the proponent of the privilege – "failed to sustain its burden of establishing that
14 the privilege is assertible" against those former executives. *Id.* See, e.g., *In re Braniff, Inc.*,
15 153 B.R. 941, 946 (M.D. Fla. 1993) (A former director or officer is entitled to otherwise
16 privileged communications he authored, received or were copied on during his tenure based on
17 the notion of fundamental fairness.).

18 Defendants instead try to reorient the debate to cases addressing who holds and may waive
19 the privilege, a debate that does not get them very far since Jacobs does not contend he has that
20 power. He merely contends that, consistent with the law, the privilege cannot be asserted against
21 him as to documents he possesses and for which he was a participant. The cases to which
22 Defendants cling do not say otherwise.

23 For instance, *Commodity Futures Trading Comm'n v. Weintraub*, 471 U.S. 343 (1985)
24 involved the assertion of attorney-client privilege by trustee of corporation. In that case, contrary
25 to Defendants' assertion that the court stated displaced managers no longer have control over the
26 privilege to statements they made, the court simply stated in dicta that a displaced manager may
27 not assert a privilege if the current managers do not seek to assert privilege. *Id.* at 348.

1 *Weintraub* did not address what happens when a former executive retains⁴ possession of
2 purportedly privileged communications that he authored, received or was copied on during his
3 tenure.

4 *In re Hechinger Investment Co.*, 285 B.R. 601 (D. Del. 20002) is another bankruptcy case
5 cited by Defendants, addressing whether a bankruptcy trustee has the ability to assert or waive the
6 corporation's privileges. The court found the trustee did not timely assert privilege and therefore,
7 it was waived. The case of *Barr v. Harrah's Entertainment, Inc.*, 2008 WL 906351 (D.N.J.
8 Mar. 31, 2008) addressed the issue relative to a class action: "a former officer or director serving
9 as a class representative in a class action lawsuit asserting a breach of contract claim does not
10 have the right to review privileged documents of the corporation solely based upon the officer or
11 director's prior access to such documents during his tenure as a former officer or director with the
12 corporation." *Id.* at *7.⁵

13 Defendants then rely upon *Milroy v. Hanson*, *In re Marketing Investors Corp.*, and
14 *Montgomery v. eTreppid*, all of which simply hold that a former officer, director or manager is not
15 entitled to privileged communications that he only might have had access to during his
16 employment. In *Milroy*, the court noted "[t]here has been no showing that [the former director]
17 ever participated in any of the meetings, conferences, or discussions that gave rise to the assertion
18 of the attorney-client privilege." 875 F. Supp. 646, 647 (D. Neb. 1995). The court in *In re*
19 *Marketing Investors Corp.* based its holding on a nondisclosure covenant in his employment
20 agreement that prohibited the employee from retaining the documents.⁶ Similarly, in
21 *Montgomery* there is no evidence that the former manager seeking the privileged communications
22 authored, received, or was copied on any of them. Rather, the former manager sought those
23

24 ⁴ Pursuant to the Court's September 14, 2012, Decision and Order, Defendants are
25 precluded from contesting that Jacobs' ESI is not "rightfully in his possession." Decision and
Order at 9.

26 ⁵ A similar fact distinguishes *Fitzpatrick v. Am. Int'l Group, Inc.*, 272 F.R.D. 100 (S.D.N.Y.
27 2010) where the court noted disagreement amongst authorities but in that case the party seeking
production did not otherwise possess the documents at issue.

28 ⁶ Jacobs has no such provision in his contract.

documents he "would have had access to" while at the company. 548 F. Supp. 2d 1175, 1187 (D. Nev. 2008).

Equally unavailing is LVSC's and Sands China's dismissive response to the fact that former corporate employees who happen to be attorneys cannot be deprived of access to information simply because it is privileged. Jacobs recognizes that the former attorney is within the circle of persons entitled to view privileged information, and that is the whole point. The fact that such a person is no longer employed by the corporation does not mean that the former employee-attorney has the power to waive the privilege. It merely means that they cannot be denied access to sources of proof simply because it is privileged if it is information that they created or reviewed while employed: "[F]ormer in-house counsel may disclose to her attorney all facts relevant to the termination, including employer confidences and privileged communications." *Fox Searchlight Pictures, Inc. v. Paladino*, 106 Cal. Rptr. 2d 906, 918 (Cal.Ct.App. 2001). While a former in-house counsel is an attorney, she is also an employee and afforded the same legal protections has a non-attorney. *Id.* at 919.

The question is not who has the power to waive a privilege. Jacobs does not claim that power. The question is who is within the sphere of persons who are permitted to review privileged information without it serving as a waiver. When the issue is properly framed, it becomes apparent why LVSC and Sands China insist upon avoiding that debate.

B. If Jacobs Were Not Entitled To View These Communications, His Long-Standing And Continuing Possession Of Them Constitutes A Knowing Waiver By Defendants.

LVSC and Sands China ignore the consequences of claiming that Jacobs' termination ends his rights to access information. If LVSC and Sands China are right – that Jacobs becomes just another outsider the minute he is terminated – then his possession of those communications with Defendants' knowledge constitutes a waiver of the privilege for all purposes. After all, if Jacobs is just like any other member of the general public, a party loses the ability to claim privilege by allowing such a person to have possession of their so-called privileged communications. It is

1 only if he is in the circle of people entitled to view the documents that preclude his present
2 possession from constituting a full waiver.⁷

3 The law is long standing that a party claiming privilege waives it, involuntarily or
4 inadvertently, if they fail to take reasonable measures "to prevent the disclosure of privileged
5 documents [or to] recover privileged documents once they are disclosed." *Bowles v. National*
6 *Ass'n of Homebuilders*, 224 F.R.D. 246, 253 (D.D.C. 2004). As the Ninth Circuit has
7 admonished, the party claiming the privilege must undertake all efforts "reasonably designed" to
8 preserve an asserted privilege and the privilege is waived if they fail "to pursue all reasonable
9 means of preserving the confidentiality of the privileged matter." *Accord In re Grand Jury*
10 *(Impounded)*, 138 F.3d 978, 981 (3rd Cir. 1998) (including as a factor in waiver are "the steps
11 taken by a party to remedy the disclosure and any delay in doing so").

12 Courts hold that the failure to take reasonable steps to recover so-called privileged
13 documents that are in the hands of one's adversary constitute a waiver. *Bowles*, 224 F.R.D. at 253
14 (Party waives its privilege in "documents, and in all documents of the same subject matter, by
15 failing to take reasonable steps *to recover the documents and preserve any privilege once it was*
16 *aware they were in the hands of a party opponent.*") (emphasis added). This means that if the
17 adversary announces that it intends to retain the documents and use them in the case, then a
18 reasonable litigant must obtain prompt judicial relief or else the privilege is gone. *United States*
19 *v. SDI Future Health, Inc.*, 464 F.Supp.2d 1027, 1046-47 (D. Nev. 2006).

20 And, there is no dispute that LVSC and Sands China knew that Jacobs possessed the
21 documents in question. Recall, within weeks of Jacobs' filing of this action in 2010, the
22 Defendants accused him of stealing the documents. At that time, Jacobs disputed that assertion
23 and flatly announced that he was rightfully in possession of the documents, intended to use them,
24 and would not return them to the Defendants. If LVSC and Sands China really thought that
25
26

27 ⁷ Courts hold that allowing strangers outside of the circle of permitted recipients to possess
28 and retain privileged communications constitutes a waiver of the privilege for "all purposes."
Winbond Elec. Corp. v. International Trade Com'n, 262 F.3d 1363, 1376 (Fed. Cir. 2001).

1 Jacobs was outside of the circle of persons entitled to review those documents, they were required
2 to take prompt action to have this Court preclude him from possessing the documents.

3 But as this Court knows, Defendants did nothing of the sort. Instead, month after month
4 passed. It was not until some ten months later when the Defendants, searching about for a
5 litigation tactic, brought the matter to this Court's attention. The law is clear that if Jacobs is
6 outside the scope of permissible viewers, then the Defendants' allowing of Jacobs to possess those
7 documents without seeking immediate judicial relief constitutes a waiver. *United States v. de la*
8 *Jara*, 973 F.2d 746, 750 (9th Cir. 1992) (allowing adverse party to possess documents for six
9 months is a waiver); *In re Grand Jury (Impounded)*, 138 F.3d at 981 (failing to file motion to
10 recover privileged documents for four months is a waiver). Thus, if LVSC and Sands China want
11 to claim that Jacobs is outside the sphere of permissible possessors of privileged communications
12 (*i.e.*, Jacobs is an ordinary outsider like the public), then they have waived all privileges as to
13 everyone else due to their own inaction.

14 **C. Defendants Have Also Placed These Privileged Communications At Issue.**

15 LVSC and Sands China also contend that they have not placed any of the communications
16 at issue. But, the proof is otherwise. They each contend that Jacobs was fired for cause, citing a
17 whole host of manufactured after-the-fact reasons. Notably, they do not deny that these so-called
18 privileged documents go to the substance of their termination for cause and who was calling the
19 shots for Sands China, facts going to this Court's personal jurisdiction.

20 As the Court held in *Wardleigh*, "[F]airness should dictate that where litigants raise issues
21 that will compel the litigants to necessarily rely upon privileged information at trial to defend
22 those issues, the privilege as it relates only to those issues should be waived." *Wardleigh v.*
23 *Second Judicial Dist. Court In & For County of Washoe*, 111 Nev. 345, 356, 891 P.2d 1180, 1187
24 (1995). "The doctrine of waiver by implication reflects the position that the attorney-client
25 "privilege 'was intended as a shield, not a sword.'" *Id.* at 354, 891 P.2d at 1186. Jacobs has lost
26 track of the number of times Defendants have used the privilege as a sword, not a shield. A
27 review of the three-day sanctions hearing in September is replete with examples, where the
28

1 Defendants offer testimony and make assertions as to matters they believe are helpful to them, but
2 then seek to foreclose any cross-examination that might undermine the self-serving story.

3 The recently-filed declarations by Defendants underscore the point. Jacobs filed a
4 declaration describing communications being withheld on the grounds of privilege that
5 demonstrate the connection between Sands China and Las Vegas to show jurisdiction.
6 Defendants then filed declarations from Messrs. Adelson and Leven denying Jacobs' statements
7 and pretending that certain documents supposedly do not exist. How convenient. They claim that
8 documents do not exist but then assert privilege over these non-existent documents. Defendants
9 know Jacobs cannot produce documentary evidence substantiating his statements (under the threat
10 of disqualification of counsel) as they have withheld it with cries of privilege.

11 The law is not so perverse. Defendants cannot continue to wage their name-calling
12 campaign against Jacobs – liar, extortionist, delusional – but then pretend that they have not put
13 documents at issue that go to contradict the bluster. Defendants' conduct has squarely caused
14 these supposedly-privileged communications to be at issue in the jurisdictional phase of this
15 litigation (as well as the merits). In fact, LVSC bases its counterclaim for abuse of process on its
16 contention this Court lacks jurisdiction and Jacobs therefore has engaged in abuse of process.

17 Defendants' only halfheartedly attempt to refute the legal authority cited by Jacobs
18 requiring the production of privileged communications when the communications are "at issue."⁸
19 Defendants misquote *In re County of Erie* when asserting the court held, "a party must *rely* on
20 privileged advice from his counsel." *In re County of Erie*, 546 F.3d 222, 229 (2d Cir. 2008).
21 Jacobs agrees that the court did make that statement in the context of discussing the advice of
22 counsel defense. But that court went on to note that the petitioners do not claim a "good faith"
23 defense, which is the case here. *Id.*

24 In the *Brownell v. Roadway Package System, Inc.* case relied upon by Jacobs, Defendants
25 state in passing that the case not only involved the assertion of good faith, but "Defendants there
26

27 ⁸ Defendants do not even address the case of *Mitzner v. Sobol*, 136 F.R.D. 359 (S.D.N.Y.
28 1991) where the court ordered the production of a privileged report investigating allegations of
cheating when defendants' affirmative defenses placed at issue the relevant information contained
in the report.

1 relied upon a investigation its attorneys had conducted." Opp. at 13:1-2. Defendants
2 misunderstand the relevancy of *Brownell*. That case involved accusations of sexual harassment,
3 which the employer refuted, contending it "fully and fairly" investigated. 185 F.R.D. 19, 25
4 (N.D.N.Y. 1999). There, the court held "equity requires" plaintiff to be able to "explore the
5 parameters of the investigation in order to rebut this affirmative defense." *Id.* Further, by
6 asserting the adequacy of the investigation as a defense, the employer waived the attorney-client
7 privilege by placing the investigation "at issue."

8 Defendants rely upon the case of *Cardtoons, L.C. v. Major League Baseball Players Ass'n*
9 for the premise that privilege is not waived when the defendant asserts it acted in good faith.
10 199 F.R.D. 677, 682 (N.D. Okla. 2001). They are wrong. They misunderstand the *Cardtoons*
11 court's analysis and reasoning since it was the plaintiff in that matter that had the burden to prove
12 bad faith for its claims, it did not matter if the defendant not only denied it acted in bad faith but
13 affirmatively asserted good faith. *Id.* Yet LVSC's assertion of a "good faith" defense here is not
14 gratuitous immaterial in a case such as this. It affirmatively put its supposed "good faith" at issue
15 and doing so waives any claim of privilege as to evidence on that issue.

16 **D. Defendants' Cursory Discussion of the Privilege Log Entries Falls Vastly**
17 **Short of Satisfying Their Burden of Proving Privilege.**

18 At this point it is unclear to Jacobs whether this Court desires further briefing on the
19 inadequacy of the particular claims of privilege with respect to the various categories of
20 documents. Jacobs will briefly outline the various deficiencies in that regard and must note that
21 neither LVSC nor Sands China made any effort to substantiate their claims of privilege as to any
22 particular entry on their log. Such nonresponse, in and of itself, defeats a claim of privilege. *See*
23 *In re Keeper of Records*, 348 F.3d 16, 22 (1st Cir. 2003) ("[T]he party who invokes the privilege
24 bears the burden of establishing that it applies to the communications at issue and has not been
25 waived."). Accordingly, even setting aside the fact that Jacobs presently possesses these
26 documents – and treating this as an ordinary motion to compel where an opponent is seeking
27
28

1 production of documents – the Defendants' claims of privilege here would fail because they do
2 not substantiate their burden to prove actual privilege for the documents at issue.⁹

3 **1. Defendants fail to establish a privilege over documents with no author.**

4 Defendants contend that "virtually all" of the documents with no identified author are
5 attachments and the parent email has an identified author. First, "virtually all" is not all of the
6 entries. Defendants concede there are entries that are not attachments and which do not identify
7 authors. They make no effort to substantiate its privilege assertions as to these entries.

8 Second, even for attachments to emails, those documents must have an author. It cannot
9 be presumed that the author of the email is also the author of an attachment. More importantly,
10 an attachment does not become privileged simply because it is attached to a supposedly privileged
11 email. *Fojtasek v. NCL (Bahamas) Ltd.*, 262 F.R.D. 650, 660 (S.D.Fl. 2009); *Spiniello*
12 *Companies v. Hartford Fire Ins. Co.*, Case No. 07-cv-2689, *2 (D.N.J. July 14, 2008) (explaining
13 that each attachment itself must be privileged and simply attaching something to a privileged
14 communication will not make the attachment privileged).

15 The law requires Defendants' privilege log to be sufficiently detailed so a court may
16 ascertain whether or not the document is covered by attorney-client privilege. The failure to
17 identify the author in and of itself defeats a claim of privilege. *See SmithKline Beecham Corp. v.*
18 *Apotex Corp.*, 232 F.R.D. 467, 475-76 (E.D.Pa. 2005) (compelling production of documents for
19 which the party identified no author but rather generally referred to one of plaintiff's departments,
20 e.g. "member of SB corporate affairs department").

21 **2. Defendants fail to establish a privilege over documents with no recipient.**

22 Defendants also claim that "almost all" entries in this category are meeting notices.
23 Again, "almost all" is not *all* and Defendants have conceded the privilege log contains
24
25

26 ⁹ Of course, if this Court agrees with Jacobs that he is entitled to use the documents because
27 he is either within the circle of those authorized to view the documents or there was a waiver due
28 to the fact that Defendants failed to take any steps, let alone reasonable ones, to retrieve the
documents once they decided to claim he was outside of the permitted circle, then the Court
would not need to address each individual category.

1 communications with no recipient. They also fail to explain how a meeting notice is an attorney-
2 client communication.

3 **3. *Defendants fail to establish a privilege over documents where an attorney***
4 ***is only identified in the "other names" category.***

5 LVSC's and Sands China's excuse for withholding documents where an attorney is only
6 listed in the "other names" category rests on the unsubstantiated assertion that an attorney-client
7 communication is discussed somewhere in the body of an email string so redactions are needed.
8 Of course, the Court would expect every document in this category to state "redaction needed,"
9 but this is not the case.

10 Then, in a footnote, Defendants gloss over Jacobs' argument that communications with
11 in-house attorneys are not necessarily privileged as those attorneys may have been copied on
12 communications for business, not legal, reasons. Defendants accuse Jacobs of speculating, but do
13 nothing to substantiate the claim of privilege. Simply put, as Defendants have not satisfied their
14 burden of providing sufficient information to establish a privilege, Jacobs cannot examine the
15 assertions in detail. LVSC and Sands China have failed to carry their burden of establishing a
16 privilege for all documents where an attorney is only identified in the "Other Names" category.

17 **4. *Defendants fail to establish a privilege over documents where only the***
18 ***"legal department" is identified, but no specific attorney identified.***

19 For those documents that identify only the "Legal Department," LVSC and Sands China
20 assert, with no support, that the email communications are discussing advice of an attorney but
21 that a specific attorney is not identified in the communication. Defendants' excuse begs the
22 question of how they know it is legal advice if it is unknown who is giving the advice. The
23 failure to identify the specific attorney with whom a purported attorney-client communication is
24 grounds for production of those documents, as Defendants have failed to provide sufficient detail
25 to examine the privilege assertion. *SmithKline Beecham Corp. v. Apotex Corp.*, 232 F.R.D. 467,
26 477 (E.D.Pa. 2005).

1 **5. *Defendants fail to establish a privilege over documents sent to third***
2 ***parties.***

3 Again, staying true to course, Defendants do not address any specific entries on the
4 privilege log with third parties, instead only generally referencing those entries involving
5 individuals at Goldman Sachs or PriceWaterhouseCoopers. They have not even attempted to
6 substantiate their assertions of privilege as to communications with other third parties.

7 With respect to Goldman Sachs and PriceWaterhouseCoopers, the inclusion of these third
8 parties on communications waives any claim of privilege. *Blanchard v. Edgemark Financial*
9 *Corp.*, 192 F.R.D. 233, 237 (N.D. Ill. 2000) (explaining the attorney-client privilege does not
10 extend to documents sent to a client's investment banker where the communications were not
11 made to assist counsel in rendering legal advice, but instead to further a transaction in which the
12 client and the investment bank shared only a financial interest and not a legal interest);
13 *FSP Stallion 1, LLC v. Luce*, Case No. 2:08-cv-01155-PMP-PAL, 2010 WL 3895914, *21
14 (D.Nev. Sept. 30, 2010) (rejecting the argument that the common interest doctrine precludes the
15 production of communications with the party's investment banker as "The common interest
16 doctrine does not extend to communications about a joint business or financial transaction, merely
17 because the parties share an interest in seeing the transaction is legally appropriate.").¹⁰

18 **6. *Defendants fail to establish a privilege over documents withheld on the***
19 ***grounds of work-product doctrine.***

20 LVSC and Sands China also ask this Court to extend the work product privilege beyond
21 its purpose. They seek to withhold documents on the basis of such a privilege even though Jacobs
22 is not an adversary in those unrelated matters. Indeed, they have not even identified those matters
23 in their privilege log, making it impossible for the Court to address the merits of their assertion.
24 Once again, their studied failure to satisfy their burden of proof forecloses any claim of privilege.

25
26 ¹⁰ Defendants' reliance on *Calvin Klein Trademark Trust v. Wachner* for their position that
27 such communications retain privilege is misplaced as the *Wachner* case is not on point. In
28 *Wachner*, the court reasoned that the role of the investment banking firm was more akin to that of
an accountant. *Calvin Klein Trademark Trust v. Wachner*, 124 F. Supp. 2d 207, 209 (S.D.N.Y.
2000). Defendants have made no such showing in this case.

1 7. ***Defendants fail to establish a privilege over documents withheld on the***
2 ***grounds of accountant-client privilege.***

3 Pursuant to NRS 49.135, an "Accountant" for purposes of establishing an accountant-
4 client privilege is "a person certified or registered as a public accountant under chapter 628 of
5 NRS who holds a live permit." Defendants contend the documents withheld on the grounds of
6 accountant-client privilege are communications by or involving Kenneth Kay, Jason Anderson,
7 Stephanie Marz, and/or David Pitney, "all of whom are CPAs."

8 However, the Nevada State Board of Accountancy's website indicates Kay is not a
9 certified or registered public accountant with the State of Nevada. Both Anderson and Pitney did
10 at one time possess CPA licenses in Nevada, but have since surrendered them. Marz is listed as
11 having a CPA license with the State of Nevada, but Marz is listed in the "other names" category
12 of one entry, which is entirely insufficient to establish privilege. Marz is listed as an author,
13 recipient or copied on two other emails, but again Defendants have not substantiated their claims
14 of privilege by identifying by subject the "professional accounting services" facilitated. *See*
15 NRS 49.185.

16 8. ***Defendants fail to establish a privilege over documents withheld on the***
17 ***grounds of gaming regulatory privilege.***

18 LVSC and Sands China save the best for last. They now attempt to assert the
19 confidentiality provision in the subconcession contract between Venetian Macau S.A. and Galaxy
20 Casino Company Limited as the basis of a "gaming regulatory privilege." But of course, a
21 contract's confidentiality provision does not serve as a bar, much less a privilege, precluding the
22 production of discoverable documents. *In re C.R. Bard, Inc. Pelvic Repair Systems Products*
23 *Liability Litigation*, 287 F.R.D. 377, 384 (S.D.W.V. 2012); *Nat'l Union Fire Ins. Co. v. Porter*
24 *Hayden Co.*, Case No. CCB-03-3408, 2012 WL 628493, *2 (D.Md. Feb. 24, 2012) ("There is no
25 privilege for documents merely because they are subject to a confidentiality agreement, and
26 confidentiality agreements do not necessarily bar discovery that is otherwise permissible and
27 relevant."); *Gardiner v. Kelowna Flightcraft, Ltd.*, 2011 WL 1990564, *1 (S.D. Ohio, May 23,
28 2011); *In re Continental Ins. Co.*, 994 S.W.2d 423, 425 (Tx. Ct. App. 1999) ("Individuals cannot
protect relevant information from discovery by confidentiality provisions in contracts . . .").

1 They then claim that NRS 49.025 supports this assertion of privilege. NRS 49.025 simply
2 provides:

3 1. A person making a return or report required by law to be
4 made has a privilege to refuse to disclose and to prevent any other
5 person from disclosing the return or report, if the law requiring it to
6 be made so provides.

7 2. A public officer or agency to whom a return or report is
8 required by law to be made has a privilege to refuse to disclose the
9 return or report if the law requiring it to be made so provides.

10 3. No privilege exists under this section in actions involving
11 false statements or fraud in the return or report or when the report is
12 contained in health care records furnished in accordance with the
13 provisions of NRS 629.061.

14 NRS 49.025 makes no mention of confidentiality provisions in contracts between non-
15 governmental entities.

16 Next, LVSC and Sands China assert Singapore's "Official Secrets Act," by referencing a
17 statute contained on a foreign website. Even assuming this Official Secrets Act is valid, existing
18 and enforceable (none of which Defendants have shown), by its own terms it only applies to
19 "official secrets." Defendants fail to explain how a communication that has already been revealed
20 to Jacobs in the course of his employment in Macau (not Singapore) is an "official secret of
21 Singapore." The simple fact is that LVSC and Sands China have sought to manufacture
22 nonexistent gaming regulatory privileges out of thin air.

23 **IV. CONCLUSION**

24 Jacobs has openly and adversely possessed the documents in question since the date of his
25 termination. In fact, as early as November 2010, Jacobs' counsel reiterated his possession and
26 intent to use these documents in the prosecution and defense of this litigation. Jacobs is within
27 the circle of those entitled to view the documents without there being a waiver. LVSC and Sands
28 China knew this fact, which likely explains why month after month passed with no motion filed
with this Court. Only when the perceived opportunity for a litigation tactic arose did they seek to
spring into action. But of course if, as they now contend, Jacobs is outside the class
of people entitled to possess and review the documents, then his long-standing possession without

1 reasonable action from Defendants to retrieve those documents constitutes a complete waiver.
2 Either way, Jacobs' motion must be granted.

3 DATED this 8th day of April, 2013.

4 PISANELLI BICE PLLC

5
6 By: /s/ Todd L. Bice
7 James J. Pisanelli, Esq., Bar No. 4027
8 Todd L. Bice, Esq., Bar No. 4534
9 Debra L. Spinelli, Esq., Bar No. 9695
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169

10 Attorneys for Plaintiff Steven C. Jacobs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 8th day of April, 2013, I caused to be sent via e-mail and electronic service true and correct copies of the above and foregoing **STEVEN C. JACOBS' REPLY IN SUPPORT OF MOTION TO RETURN REMAINING DOCUMENTS FROM ADVANCED DISCOVERY** properly addressed to the following:

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/s/ Kimberly Peets
An employee of PISANELLI BICE PLLC

EXHIBIT 1

Steve Jacobs
Offer Terms and Conditions

-
1. ~~Position: President and CEO Macau, listed company (ListCo)~~
 - a. Reporting into President and COO LVS or CEO/Chairman LVS
 - b. All staff to be direct reports, including EVP/President, Asia Development
 2. Term: 3 years
 3. Base Salary and Annual Bonus
 - a. 1.3 M base (USD)
 - b. 50% bonus
 - i. 25% Achieving annual EBITDAR Performance as submitted and approved by the BOD for Macau
 - ii. 25% Individual Objectives to be mutually agreed on an annual basis
 4. Equity
 - a. 500,000 options in LVS to be granted date of hire at FMV. Should there be an IPO of Macau, LVS options to be converted at IPO into sufficient numbers of ListCo options such that the aggregate FMV of ListCo at the IPO list price is equal to the aggregate FMV of the LVS stock being converted. Conversion to be tax free.
 - b. Vesting
 - i. 250,000 shares vest Jan 1, 2010
 - ii. 125,000 shares vest Jan 1, 2011
 - iii. 125,000 shares vest Jan 1, 2012
 5. Expat package
 - a. 10,000 one time fee to cover moving expense from Atlanta to HK
 - b. Housing Allowance: 12,000 per month, company pays deposits (if required)
 - c. Repatriation: Business airfare for employee and dependants, one 20 foot container, company to pay termination fees (if any)
 - d. Employee agrees to apply for Full Time Resident Status.
 6. Expense reimbursement/ Business Travel
 - a. Full reimbursement of expenses necessary to conduct business and in keeping with company and IRS policy
 - b. Business travel: Business class or above subject to prevailing company policy
 7. Employee Benefit Plan: Participation in any established plan(s) for senior executives
 8. Vacation and Holidays: 4 weeks per annum, with right to carry over should business demands prevent use
 9. Change of Control: Provision to accelerate vest and terminate not for cause should Sheldon or Miri not be in control of company
 10. Termination:
 - a. For Cause - Standard Language
 - b. Not For Cause - 1 Year severance, accelerated vest. Right to exercise for 1 year post termination.

SJ000017

EXHIBIT 2

DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

vs.

CASE NO. A-10-627691

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

Defendants.

AND RELATED CLAIMS

VIDEOTAPE AND ORAL DEPOSITION OF MICHAEL LEVEN

VOLUME II

PAGES 268-456

LAS VEGAS, NEVADA

FRIDAY, FEBRUARY 1, 2013

REPORTED BY: CARRE LEWIS, CCR NO. 497

JOB NO. 173048

1 DEPOSITION OF MICHAEL LEVEN,
2 taken at 3883 Howard Hughes Parkway, Suite 800,
3 Las Vegas, Nevada, on Friday, February 1, 2013, at
4 11:24 a.m., before Carre Lewis, Certified Court
5 Reporter, in and for the State of Nevada.
6

7 APPEARANCES:

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16 Also Present:

17 Steven Jacobs

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I N D E X

WITNESS: MICHAEL LEVEN

EXAMINATION

PAGE

By Mr. Bice

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1	Michael Leven		
2	Jacobs vs. Sands		
3	Friday, February 1, 2013		
4	Carre Lewis, CCR No. 497		
5	E X H I B I T S		
6	NUMBER		PAGE
7	Exhibit 11	E-Mail; LVS00235110	279
8	Exhibit 12	Steve Jacobs Offer Terms and Conditions; LVS00133027	285
9	Exhibit 13	E-Mail String; LVS00127168	286
10	Exhibit 14	E-Mail String; LVS00127504	291
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12	Exhibit 15	E-Mail String; LVS0012429	297
13	Exhibit 16	E-Mail String; LVS00141709	299
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15	Exhibit 17	E-Mail; LVS00122895	308
16	Exhibit 18	E-Mail String; LVS00131020	309
17	Exhibit 19	E-Mail and Attachment; LVS00117282 - 283	314
18	Exhibit 20	E-Mail String; LVS00113708	322
19	Exhibit 21	E-Mail String; LVS00112863	327
20	Exhibit 22	E-Mail; LVS00123649	328
21	Exhibit 23	E-Mail String; LVS00117303	330
22	Exhibit 24	E-Mail String; LVS00112588	331
23	Exhibit 25	E-Mail String; LVS00104216	336
24	Exhibit 26	E-Mail String; LVS00117292 - 293	340
25			

1 Q. Do you recall whether Mr. Dumont -- other
2 than advising you, did he play any other role in the
3 exorcism strategy that you reference in the e-mail?

4 A. I don't think so.

5 (Exhibit 12 marked.)

11:35:49

6 BY MR. BICE:

7 Q. Show you what's been marked as Exhibit 12,
8 give you a moment to look at it. Let me know when
9 you're done.

10 A. Okay.

11:35:59

11 Q. All right. Do you recognize the initials
12 on the bottom of this page --

13 A. Yes.

14 Q. -- or the handwriting?

15 A. Yes.

11:36:26

16 Q. Can you tell me what it says?

17 A. It says: "Okay. M. Leven, August 3,
18 2009."

19 Q. Is this -- is that something you wrote?

20 A. Yes.

11:36:34

21 Q. In what capacity were you acting when you
22 wrote that on 8/3 of '09?

23 A. I was acting in the capacity of president/
24 chief operating officer of Las Vegas Sands Corp.

25 Q. Was there anyone else involved on behalf of

11:36:58

1 Las Vegas Sands Corporation in approving this
2 document?

3 A. Yes.

4 Q. And who was that?

5 A. Mr. Adelson.

11:37:06

6 Q. Anyone else?

7 A. No.

8 Q. When you signed off on this document, did
9 you do so in Las Vegas?

10 A. I don't remember where I signed off on it.

11:37:26

11 Q. Okay. What about Mr. Adelson? Do you know
12 where he signed off on that?

13 A. Well, he didn't sign off on it.

14 Q. Okay.

15 A. He approved it.

11:37:37

16 Q. All right. When he approved it, do you
17 know where he was at?

18 A. He was in Las Vegas when he approved it.

19 Q. Do you know approximately the time frame in
20 which he approved it since yours is signed on 8/3 of
21 '09?

11:37:51

22 A. I -- I don't remember exactly.

23 Q. Did his approval predate yours?

24 A. Certainly.

25 (Exhibit 13 marked.)

11:38:38

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MR. JONES: Thank you.

THE VIDEOGRAPHER: Going off the record at
5:14 p.m.

(Deposition concluded at 5:14 p.m.)

-oOo-

1 CERTIFICATE OF DEPONENT

2	PAGE	LINE	CHANGE	REASON
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16 * * * * *

17 I, Michael Leven, deponent herein, do hereby
18 certify and declare the within and foregoing
19 transcription to be my deposition in said action;
20 under penalty of perjury; that I have read,
21 corrected and do hereby affix my signature to said
22 deposition.

23 Michael Leven, Deponent

24 Date

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
3) SS:
4 COUNTY OF CLARK)

5 I, Carre Lewis, a duly commissioned and licensed
6 Court Reporter, Clark County, State of Nevada, do
7 hereby certify: That I reported the taking of the
8 deposition of the witness, Michael Leven, commencing
9 on Friday, February 1, 2013, at 11:24 a.m.

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

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

21 IN WITNESS HEREOF, I have hereunto set my hand,
22 in my office, in the County of Clark, State of
23 Nevada, this 10th day of February 2013.
24

25 CARRE LEWIS, CCR NO. 497

EXHIBIT 3

Table of Contents

UNITED STATES SECURITIES & EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

- ☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2010

- ☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 001-32373

LAS VEGAS SANDS CORP.

(Exact name of registration as specified in its charter)

Nevada

*(State or other jurisdiction of
incorporation or organization)*

27-0099920

*(I.R.S. Employer
Identification No.)*

**3355 Las Vegas Boulevard South
Las Vegas, Nevada**

(Address of principal executive offices)

89109

(Zip Code)

(702) 414-1000

(Registrant's telephone number, including area code)

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Table of Contents

LAS VEGAS SANDS CORP.

ITEM 6 — EXHIBITS

List of Exhibits

<u>Exhibit No.</u>	<u>Description of Document</u>
10.1	Employment Offer Terms and Conditions, agreed on August 3, 2009, by Steve Jacobs and the Company.
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer of Las Vegas Sands Corp. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer of Las Vegas Sands Corp. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

EXHI

Steve Jacobs
Offer Terms and Conditions

1. Position: President and CEO Macau, listed company (ListCo)
 - a. Reporting into President and COO LVS or CEO/Chairman LVS
 - b. All staff to be direct reports, including EVP/President, Asia Development
2. Term: 3 years
3. Base Salary and Annual Bonus
 - a. 1.3 M base (USD)
 - b. 50% bonus
 - i. 25% Achieving annual EBITDAR Performance as submitted and approved by the BOD for M
 - ii. 25% Individual Objectives to be mutually agreed on an annual basis
4. Equity
 - a. 500,000 options in LVS to be granted date of hire at FMV. Should there be an IPO of Macau, LVS options converted at IPO into sufficient numbers of ListCo options such that the aggregate FMV of ListCo at the price is equal to the aggregate FMV of the LVS stock being converted. Conversion to be tax free.
 - b. Vesting
 - i. 250,000 shares vest Jan 1, 2010
 - ii. 125,000 shares vest Jan 1, 2011
 - iii. 125,000 shares vest Jan 1, 2012
5. Expat Package
 - a. 10,000 one time fee to cover moving expenses from Atlanta to HK
 - b. Housing Allowance: 12,000 per month, company pays deposit (if required)
 - c. Repatriation: Business airfare for employee and dependents, one 20 foot container, company to pay term fees (if any)
 - d. Employee agrees to apply for Full Time Resident Status.
6. Expense reimbursement/ Business Travel
 - a. Full reimbursement of expenses necessary to conduct business in keeping with company and IRS policy
 - b. Business travel: Business class or above subject to prevailing company policy
7. Employee Benefit Plan: Participation in any established plan(s) for senior executives
8. Vacation and Holidays: 4 weeks per annum, with right to carry over should business demands prevent use
9. Change of Control: Provision to accelerate vest and terminate not for cause should Sheldon or Miri not be in control company
10. Termination:
 - a. For Cause — Standard Language

- b. Not For Cause — 1 Year severance, accelerated vest. Right to exercise for 1 year post termination.

Agreed, Augu:

EXHIBIT 4

Glaser Weil Fink Jacobs
Howard & Shapiro LLP

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2820 FAX

November 23, 2010

Direct Dial
(310) 282-8217
Email
Pglaser@glaserweil.com

VIA FACSIMILE TRANSMISSION AND U.S. MAIL

Donald Campbell, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, NV 88101

Re: Las Vegas Sands Corp., et al. adv. Jacobs

Dear Mr. Campbell:

This law firm represents Sands China Ltd. together with its subsidiaries (the "Company"). While we will be responding in due course to what we believe, to be kind, an ill-advised complaint filed in the above referenced matter, we address here a matter of immediate concern to our client. We have reason to believe, based on conversations with existing and former employees and consultants for the Company, that Mr. Jacobs has stolen Company property including but not limited to three reports he, while working for the Company, received from Mr. Steve Vickers of International Risk Ltd.

We urge Mr. Jacobs to avoid the "I don't know what you're talking about" charade and return such reports (and any copies thereof) of which most if not all, have been watermarked. Of course, to the extent he has other Company property, such property must also be returned immediately. If we do not receive the reports within the next five (5) business days, we will be forced to seek Court intervention either in Las Vegas or Macau.

On a related matter, we hereby demand and advise Mr. Jacobs (and any consulting company with which he is or was associated) to retain all of his/their files and his wife's files related to the Company and Las Vegas Sands Corp. Also, we remind Mr. Jacobs and his wife to preserve (a) all electronic mail and information about electronic mail (including message contents, header information, and logs of electronic mail system usage including both personal and business electronic mail accounts; (b) all databases (including all records and fields and structural information in such databases); (c) all logs of activity on computer systems that may have been used to process or store electronic data; (d) all word processing files and file.

Donald Campbell, Esq.
Campbell & Williams
November 23, 2010
Page 2

fragments; and (e) all other electronic data in each case relating to the Company or Las Vegas Sands Corp.

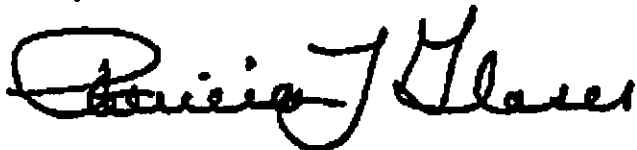
To minimize the risk of spoliation of relevant electronic documents, Mr. Jacobs (and any consulting company with which he is or was associated) and his wife should not modify or delete any electronic data files relating to the Company or Las Vegas Sands Corp. that are maintained on on-line storage and/or direct access storage devices unless a true and correct copy of each such electronic data file has been made and steps taken to ensure that such copy will be preserved and accessible.

Obviously, no one should alter or erase such electronic data and should not perform any other procedures (such as data compression and disc de-fragmentation or optimization routines) that may impact such data on any stand-alone computers and/or network workstations unless a true and correct copy has been made of such active files and of completely restored versions of such deleted electronic files and fragments and unless copies have been made of all directory listings (including hidden files) for all directories and subdirectories containing such files, and unless arrangements have been made to preserve copies.

Finally, any and all steps necessary to preserve relevant evidence created subsequent to this letter should be taken.

This letter is written without waiver of or prejudice to any and all of our client's rights and remedies.

Very truly yours,

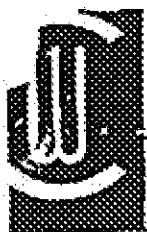


Patricia Glaser
of GLASER, WEIL, FINK, JACOBS, HOWARD & SHAPIRO, LLP

PLG:jam

722356_2.DOC

EXHIBIT 5



CAMPBELL
& WILLIAMS
ATTORNEYS AT LAW

VIA FACSIMILE

November 30, 2010

Patricia Glaser, Esq.
Glaser Weil Fink Jacobs
Howard & Shapiro
10250 Constellation Blvd.
Los Angeles, California 90067

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

Dear Ms. Glaser:

We are in receipt of your letter dated November 23, 2010, which was received shortly before the Thanksgiving Holiday. Before turning to the substance contained therein, let me begin by stating "nice to meet you, too."

Moving on . . . please be advised that my firm and I have been consumed in another piece of commercial litigation that has been proceeding on an expedited basis with a myriad of court hearings and deadlines throughout the month of November and continuing into December. You may confirm the existence and breakneck pace of the litigation about which I speak with your local counsel, Stephen Peek and Justin Jones, as they represent one of the parties in the action. As such, I have not had an opportunity to address the contents of your letter with my client, Mr. Jacobs. I do, however, anticipate being able to discuss this matter with him in detail early next week.

Meanwhile, you may assist us in avoiding your self-coined "I don't know what you're talking about" charade" by describing in more detail the "three reports" referenced in your letter. It has been our experience that wrongfully terminated corporate executives are often—and properly—in possession of a multitude of documents received during the ordinary course of their employment. Contrary to the allegations contained in your letter, that does not mean the documents were "stolen." Thus, in order to determine whether Mr. Jacobs possesses the reports you want "returned immediately," it would help to know exactly what you are talking about.

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

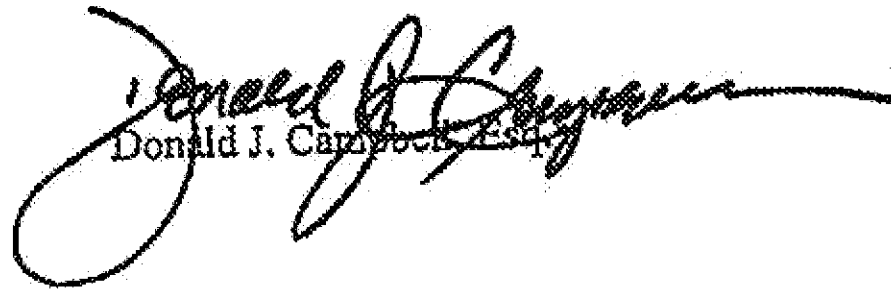
Patricia Glaser, Esq.
November 30, 2010
Page 2

Finally, insofar as Mr. Jacobs is in possession of any other documents or evidence related to Sands China, Ltd. and Las Vegas Sands, Corp. we have previously instructed him, as we instruct any client, to preserve all such materials in whatever form they exist.

This letter is written without waiver of or prejudice to any and all of our client's rights and remedies.

Very truly yours,

CAMPBELL & WILLIAMS


Donald J. Campbell, Esq.

DJC:mp

EXHIBIT 6

**Glaser Weil Fink Jacobs
Howard & Shapiro LLP**

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90087
310.553.3000 TEL
310.556.2920 FAX

December 3, 2010

Direct Dial
(310) 282-6217
Email
Pglaser@glaserweil.com

VIA FACSIMILE TRANSMISSION AND U.S. MAIL

Donald Campbell, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, NV 88101

Re: Las Vegas Sands Corp., et al. adv. Jacobs

Dear Mr. Campbell:

We received your November 30, 2010 letter, and appreciate the exigencies of a big caseload; however, we trust that you now have had sufficient time to discuss the matters addressed in our prior letter with your client.

Additionally, we presume that after speaking with your client, you are now well aware of the specific identity and content of the reports from Mr. Steve Vickers referenced in my prior letter, and require no further explanation. As you can now assuredly appreciate, these reports are far from ministerial and are not those you improperly characterized as merely "documents received during the ordinary course of [Jacobs] employment." This information is the sole property of your client's former employer and must be returned immediately.

To the extent that you need any further clarification, your client has improperly acquired, and must now return, the report detailing the investigation commissioned from Mr. Vickers regarding certain Macau government officials, as well as the two reports relating to the background investigations of Cheung Chi Tai and Heung Wah Keong.

As stated in my prior letter, these reports have been watermarked to identify your client as the recipient, and your client has wrongfully obtained these reports in direct contravention of our client's rights. We do not wish to argue with you at this time about the particulars of how or why your client is in possession of these reports, but only demand that they be returned immediately, along with any and all copies.

Donald Campbell, Esq.
Campbell & Williams
December 3, 2010
Page 2

Finally, we appreciate your assurances that your client is preserving all relevant information in this case, and we expect that such preservation will extend to all evidence created subsequent to the receipt of this letter.

This letter is written without waiver of or prejudice to any and all of our client's rights and remedies.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patricia Glaser". The signature is fluid and cursive, with the first name "Patricia" written in a larger, more prominent script than the last name "Glaser".

Patricia Glaser
of GLASER, WEIL, FINK, JACOBS, HOWARD & SHAPIRO, LLP

PLG:jam

723025_1.DOC

EXHIBIT 7



CAMPBELL
& WILLIAMS
ATTORNEYS AT LAW

VIA FACSIMILE

December 9, 2010

Patricia Glaser, Esq.
Glaser Weil Fink Jacobs
Howard & Shapiro
10250 Constellation Blvd.
Los Angeles, California 90067

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

Dear Ms. Glaser:


I have now had an opportunity to discuss your request on behalf of Sands China Ltd. ("Sands China") that our client, Mr. Steve Jacobs, return certain documents identified in your previous letters dated November 23 and December 3, 2010.

While we obviously disagree with your characterizations that Mr. Jacobs "stole" or "improperly acquired" any Sands China property, we have been able to confirm that he is in possession of the "report" on certain Macau government officials as well as a "background investigation" on Cheung Chi Tai. Mr. Jacobs is presently unsure whether he has any background investigation related to Heung Wah Keong, but he will search his files to determine if that is the case. Accordingly, we have asked Mr. Jacobs to return any originals of the foregoing reports and investigations. Please advise if these materials should be sent to your attention or elsewhere. Mr. Jacobs will be returning to the country late next week, and will send the documents on Friday by overnight courier to the location you direct.

This letter is written without waiver of or prejudice to any and all of our client's rights and remedies. On a personal note, I wish you the best during this Holiday Season.

Very truly yours,

CAMPBELL & WILLIAMS



Donald J. Campbell, Esq.

DJC:mp

700 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101

PHONE: 702/388-8222
FAX: 702/388-0540

EXHIBIT 8

**Glaser Weil Fink Jacobs
Howard & Shapiro LLP**

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2820 FAX

December 13, 2010

Direct Dial
(310) 282-6217
Email
Pglaser@glaserweil.com

VIA FACSIMILE TRANSMISSION AND U.S. MAIL

Donald Campbell, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, NV. 88101

Re: Las Vegas Sands Corp., et al. adv. Jacobs

Dear Mr. Campbell:

We received your December 9, 2010 letter, and understand that your client will provide us with the reports concerning the Macau government officials and Mr. Cheung Chi Tai, and will also provide us with the Heung Wah Keong report once he has located it in his files. We have little doubt that your client is in possession of the Heung Wah Keong report, and we expect to receive that information in a timely manner. Please forward all reports to my attention at the address listed above.

Additionally, we would like to clarify once again, that we expect your client to provide the original reports, along with any copies he may have made. Your letter states that you "have asked Mr. Jacobs to return any originals of the foregoing reports and investigations," indicating by omission that your client intends to retain the copies he has in his possession. Please be advised again that these reports, along with copies in any format, are the sole property of our client and must also be returned immediately.

We trust that this clears up any remaining questions you may have regarding our demand, and we anticipate your client's prompt compliance. This letter is written without waiver of or prejudice to any and all of our client's rights and remedies.

Very truly yours,



Patricia Glaser
of GLASER, WEIL, FINK, JACOBS, HOWARD & SHAPIRO, LLP

PLG:jam

TTT MERITAS LAW FIRMS WORLDWIDE

SANDS CHINA 3RD LTR TO DONALD CAMPBELL V2.doc

EXHIBIT 9

**Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP.**

3783 Howard Hughes Parkway
10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

Direct Dial
(310) 282-6217
Email
Pglaser@glaserwell.com

January 7, 2011

VIA FACSIMILE TRANSMISSION AND U.S. MAIL

Donald Campbell, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, NV 88101

Re: Las Vegas Sands Corp., et al. adv. Jacobs
Clark County District Court Case No.: A10-627691

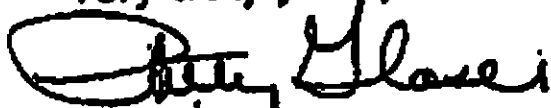
Dear Mr. Campbell:

This letter follows up on our letter of December 13, 2010. Since that letter, we received a UPS package which enclosed what appear to be original reports concerning Macau officials and Mr. Cheung Chi Tai, but which included no cover letter nor the Heung Wah Keong report.

As we said in our letter of December 13, 2010, and as we communicated to you previously, we expect Mr. Jacobs to return to us all original reports, as well as any copies. We therefore reiterate our prior requests that all original reports of the type about which we have corresponded be returned to us, that all copies be returned to us or destroyed and that you confirm in writing that these steps have been completed. Finally, we reiterate our original request that Mr. Jacobs return any other property of Sands China Ltd. or its subsidiaries that he now possesses.

This letter is written without waiver of or prejudice to any and all of our client's rights and remedies.

Very truly yours,



Patricia Glaser
of GLASER, WEIL, FINK, JACOBS, HOWARD & SHAPIRO, LLP

PLG:dd

 MERITAS LAW FIRMS WORLDWIDE

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EXHIBIT 10



**CAMPBELL
& WILLIAMS**
ATTORNEYS AT LAW

Via E-Mail
Pglaser@glaserwell.com

January 11, 2011

Patricia Glaser
Glaser, Well, Fink, Jacobs, et al.
10250 Constellation Blvd., 19th Floor
Los Angeles, California 90067

Re: *Jacobs v. Las Vegas Sands Corp.*

Dear Ms. Glaser:

I am in receipt of your e-mailed letter sent to us last Friday evening. As I am presently out of state, I wanted to get you a quick response.

The original materials forwarded to you were sent directly by Mr. Jacobs. There was no Heung Wah Keong report found by Mr. Jacobs in any files currently in his possession. This is not to say that a copy of such a report might not later be located, but Mr. Jacobs feels confident he has conducted a review which has been fairly exhaustive and, accordingly, thinks the likelihood of his possession of the same is remote.

Mr. Jacobs does, however, maintain possession of a copy of those original reports which he forwarded to your attention. Mr. Jacobs respectfully declines your request that he destroy them. Instead, it is his intention to preserve all such copies which are likely to be of evidentiary value in any future legal proceedings.

Sincerely yours,

CAMPBELL & WILLIAMS

Donald J. Campbell

Donald J. Campbell, Esq.

Dictated but not read to avoid delay

DJC:mp

700 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101
PHONE: 702/388-5322
FAX: 702/388-0340

EXHIBIT 11

Justin Jones

From: Colby Williams [lcw@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

EXHIBIT 12

Jennifer L. Braster

From: Debra Spinelli
Sent: Tuesday, May 08, 2012 2:30 PM
To: Brian Kawasaki
Cc: Todd Bice; James Pisanelli; Jennifer L. Braster; Steve Peek; Owens, John; Brad D. Brian (Brad.Brian@mto.com); Weissmann, Henry; Bradley R. Schneider (Bradley.Schneider@mto.com)
Subject: Steven C. Jacobs v. Las Vegas Sands Corp, et al.. Eighth Judicial District Court, Case No. A627691-B
Attachments: SAO Protective Order.03.22.12 filed.pdf

Dear Brian,

Please advise when this week you are available for a conference call related to the above-referenced action. The parties have entered into an agreement on the process by which Advanced Discovery will receive, mirror, scrub, and make available to Sands China, Ltd. certain documents stored on certain electronic documents in Mr. Jacobs' possession. Prior to the implementing the process, Advanced Discovery must review and agree to the attached stipulated confidentiality agreement and protective order in place in the action. Additionally, the parties wish to conference with you so that all parties and Advanced Discovery have the same understanding of the agreed upon process to be implemented.

Please be advised that counsel for Defendant Sands China has changed since last the parties communicated with you. The law firm of Munger, Tolles and Olson has been substituted in place of the law firm of Glaser Weil, and Holland and Hart is now counsel for both Las Vegas Sands and Sands China. Current counsel for all parties have been copied on this email, and I respectfully request that you "reply all" to this email when you respond.

We look forward to hearing from you.

Regards,

Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, NV 89169
tel 702.214.2100
fax 702.214.2101



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EXHIBIT 13



PISANELLI BICE

October 9, 2012

DEBRA L. SPINELLI
ATTORNEY AT LAW
DLS@PISANELLIBICE.COM

VIA E-MAIL AND UNITED STATES MAIL

Bradley R. Schneider, Esq.
MUNGER, TOLLES & OLSON LLP
355 South Grand Street, 35th Floor
Los Angeles, CA 90071

**RE: *Steven C. Jacobs v. Las Vegas Sands Corp, et al.*
Eighth Judicial District Court, Case No. A627691-B**

Dear Counsel:

The purpose of this correspondence is to outline certain deficiencies in Sands China Limited's ("SCL") "preliminary privilege log" (the "Privilege Log") produced on September 26, 2012. As addressed below, SCL is obligated to immediately supplement its Privilege Log and production of documents described herein or, alternatively, participate in an EDCR 2.34 conference.

Initially, the requirements for a privilege log bear mentioning. Under NRCP 26(b)(5):

When a party withholds information otherwise discoverable under these rules by claiming that it is privileged or subject to protection as trial preparation material, the party shall make the claim expressly and shall describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable the other parties to assess the applicability of the privilege or protection.

In addition, a privilege log must include the following information for each purportedly protected document:

(1) the author(s) and their capacities; (2) the recipients (including cc's) and their capacities; (3) other individuals with access to the document and their capacities; (4) the type of document; (5) the subject matter of the document; (6) the purpose(s) for the production of the document; (7) the date on the document; and (8) a detailed, specific explanation as to why the document is privileged or otherwise immune from discovery, including a presentation of all factual grounds and legal analyses in a non-conclusory fashion.

Disc. Comm. Op. No. 10, *Albourn v. Koe M.D.* (Nov. 2001). Ultimately, the purpose of a privilege log "is to provide a party whose discovery is constrained by a claim of privilege with information sufficient to evaluate such a claim and to resist if it seems unjustified." *Universal City Dev. Partners, Ltd. v. Ride & Show Eng'g, Inc.*, 230 F.R.D. 688, 698 (M.D. Fla. 2005) (emphasis added).



Bradley R. Schneider
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Page 2

With the rules in mind, the deficiencies in SCL's Privilege Log are stark. To begin, SCL asserts Nevada's attorney-client privilege over documents without providing both the documents' author(s) and recipient(s).¹ (See, e.g., SJACOBS0049-53, 387-88, 96, 411, 505-13, 514-22, 538, 539, 563-64, 589, 590, 592, 593, 594, 610, 614, 630, 631, 819, 823, 881, 886, 891, 912, 1287, 1288, 1289.) Certain documents contain neither an author nor recipient (or fail to identify an actual individual, e.g., identifying "Administrator," "VCL," "TechDev," "user," "PW Employee," or "cdrguest"), making it virtually impossible to evaluate SCL's claim of privilege. By definition, the attorney-client privilege only applies to "confidential communications *[b]etween the client or the client's representative and the client's lawyer or the representative of the client's lawyer.*" NRS 49.095(1) (emphasis added). On the face of the Privilege Log, there is no basis upon which to claim privilege as to these documents. Accordingly, Jacobs expects SCL to immediately produce them.

Even where the document's author(s) and recipient(s) are identified, SCL fails to identify the capacities of the parties. Once again, the Privilege Log fails to demonstrate that these documents are, in fact, confidential communications between a client and lawyer for the purpose of rendering legal advice. Because the Privilege Log as prepared by SCL fails to establish any factual basis for the assertion of a privilege – it does not identify the lawyers or a basis for asserting that the information involves the provision of legal advice – the claims of privilege are invalid and the documents must be promptly produced. See *Pham v. Hartford Fire Ins. Co.*, 193 F.R.D. 659, 662 (D. Colo. 2000) (rejecting party's assertion of attorney-client privilege because the party did not "identify the lawyers . . . involved in the conversations").

Particularly troubling is SCL's claim of attorney-client privilege over many documents that Jacobs knows are not between a client and lawyer. For instance, SCL asserted the privilege over communications solely between Jacobs and the following executives and directors:

- Sheldon Adelson (see, e.g., SJACOBS00082973, 81107, 87574, 87689);
- Betty Yurcich (see, e.g., SJACOBS00054571, 81365, 87557);
- Michael Leven (see, e.g., SJACOBS00054108, 58069, 60493, 88333, 88381);
- David Turnbull (see, e.g., SJACOBS00052534);
- Irwin Siegel (see, e.g., SJACOBS00059862);

¹ These documents are identified as either an "Edoc" or "Edoc-Attachment." However, because SCL has had access to the documents, SCL must identify the specific file format of the documents. See *Nurse Notes, Inc. v. Allstate Ins. Co.*, Civil Action No. 10-CV-14481, 2011 WL 2173934 (E.D. Mich. June 2, 2011).



Bradley R. Schneider
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Page 3

- Stephen Weaver (*see, e.g.*, SJACOBS00058523, 87784); and
- Elana Friedland (*see, e.g.*, SJACOBS00082684).

Not surprisingly, it seems that many of these non-privileged communications may go to the very heart of this case. (*See, e.g.*, SJACOBS00082684 ("Stock Options.msg").) As SCL well knows, a communication is only privileged if it "is in furtherance of the rendition of professional legal services to the client" NRS 49.055. In other words, "while discussions between executives of legal advice should be privileged, conversations between executives about company business policies and evaluations are not." *Wilstein v. San Tropai Condo. Master Ass'n*, 189 F.R.D. 371, 379 (N.D. Ill. 1999). Indeed, *a communication that is not addressed to or from a lawyer is presumed not to be privileged. See Saxholm AS v. Dynal, Inc.*, 164 F.R.D. 331, 339 (E.D.N.Y. 1996) (noting that "documents . . . which were not addressed to or from Saxholm's attorneys (or, in appropriate situations, patent agents) are presumed *not* to be privileged and must be produced." (emphasis in original)). Nothing in SCL's Privilege Log rebuts the presumption of non-privilege.

Additionally, even for those documents where a lawyer is the author or recipient, it is not privileged simply because it was addressed to or from a lawyer. Indeed, "it is well settled that merely copying an attorney on an email does not establish that the communication is privileged." *IP Co., LLC v. Cellnet Tech., Inc.*, No. C08-80126 MISC MMC (BZ), 2008 WL 3876481 (N.D. Cal. Aug. 18, 2008) (citing *ABB Kent-Taylor, Inc. v. Stallings & Co.*, 172 F.R.D. 53, 57 (W.D.N.Y. 1996)). Thus, SCL was required to make a "clear showing" that communications to or from a lawyer were made in confidence and for the purpose of legal advice. *See Hartford Fire Ins. Co. v. Garvey*, 109 F.R.D. 323, 327 (N.D. Cal. 1985) (requiring a party to establish all elements of privilege, "including confidentiality, which is not presumed"); *Marten v. Yellow Freight Sys., Inc.*, No. CIV. A. 96-2013-GTV, 1998 WL 13244 (D. Kan. Jan. 6, 1998) ("When an attorney serves in a non-legal capacity, such as a voting member of a committee required to review proposed employment actions, his advice is privileged only upon a clear showing that he gave it in a professional legal capacity."). Again, SCL's log fails to establish a valid assertion of privilege in this regard.

In fact, a vast majority of the documents SCL listed in its Privilege Log (presumably, because a lawyer was copied on the communication) appear to have been created in the ordinary course of business. For example, there are hundreds of "CIS" documents that appear to be regular business reports sent to SCL's executives. (*See Priv. Log at 1681-2578.*) If so, the documents are not privileged, regardless of whether a lawyer was copied on the communication. *See Coleman v. Am. Broad. Cos., Inc.*, 106 F.R.D. 201, 205 (1985) ("[C]ommunications between an attorney and another individual which relate to business, rather than legal matters, do not fall within the protection of the privilege.").



Bradley R. Schneider

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As another example, SCL asserts the attorney-client privilege over an email from Fred Kraus to Steve Jacobs, wherein Kraus asks Jacobs: "What number can I reach you on[?]" (See SJACOBS00060879.) Despite the fact that Fred Kraus is/was an in-house lawyer for Las Vegas Sands Corp. (though he likely has dual business and lawyer roles), the email is obviously not for the purpose of providing legal advice and is not privileged.

Similarly, SCL claims privilege over a communication from Louis Lau to several SCL executives, including former in-house counsel Luis Melo, with an attached report on "Prostitution Activities at the Macau Venetian Resort." (See SJACOBS00076132.) However, even if Louis Lau were an attorney, the underlying report appears to have been prepared in the ordinary course of business, making it non-privileged. See also *Upjohn v. United States*, 449 U.S. 383, 395–96 (1981) (noting that "the [attorney-client] privilege only protects disclosure of communications; it does not protect disclosure of the underlying facts by those who communicated with the attorney" and "a party cannot conceal a fact merely by revealing it to his lawyer").

The examples go on and on, and if Jacobs were to identify each document that appears to be an ordinary business document, as opposed to a confidential communication between a client and lawyer, this letter would mirror SCL's unwieldy 3,090-page Privilege Log. To be blunt, Jacobs does not believe that SCL has acted forthrightly in the preparation of its Privilege Log. Unfortunately, it confirms Jacobs' suspicion that SCL has elected to use the process as a means of further withholding discoverable information that it considers to be harmful to its position in this litigation. On its face, many documents on the Privilege Log are not privileged, and a party that inappropriately puts matters on a privilege log so as to conceal them from discovery is rightly subject to sanctions.

Reinforcing that problem, SCL asserts the attorney-client privilege over communications to and from third parties, which are clearly not privileged. See *United States v. ChevronTexaco Corp.*, 241 F. Supp. 2d 1065, 1070-71 (N.D. Cal. 2002) ("As a general rule, the privilege does not extend to communications between either the client or its attorney and a third party."); see also *United States v. Ruehle*, 583 F.3d 600, 612 (9th Cir. 2009) (acknowledging "the settled rule that any voluntary disclosure of information to a third party waives the attorney-client privilege"). For example, SCL asserts the attorney-client privilege over emails from an unidentified third party, "sandsinsider@hotmail.com," to SCL's former general counsel, Luis Melo. (See SJACOBS00060054-57.) The subjects of the emails from this third party are "Corruption Commission of Hong Kong – Your people being investigated," "Cotai Ferry – corruption investigation," and "RE: Cotai Ferry – corruption investigation." (See *id.*) Despite that Melo's forward of these emails may be privileged, the actual emails from "sandsinsider@hotmail.com" are not privileged and must be produced to Jacobs. See *Matter of Fischel*, 557 F.2d 209, 212 (9th Cir. 1977) (noting that "facts which an attorney receives from a third party about a client are not privileged.") (quoting *Hickman v. Taylor*, 329 U.S. 495 (1947)); see also *id.* ("An attorney's subsequent use of



Bradley R. Schneider
October 9, 2012
Page 5

this information in advising his client does not automatically make the information privileged.").

The "sandsinsider@hotmail.com" example is not an isolated incident. SCL improperly asserts the attorney-client privilege over hundreds – if not thousands – of communications between SCL employees and various third parties, including, but not limited to, persons with email addresses from the following domain names:

- austal.com (*see, e.g.*, SJACOBS00094334);
- amisales.com (*see, e.g.*, SJACOBS00094337);
- gs.com (*see, e.g.*, SJACOBS00052503 –04);
- playboy.com (*see, e.g.*, SJACOBS00086278);
- edesedort.com (*see, e.g.*, SJACOBS00093926);
- swiretravel.com (*see, e.g.*, SJACOBS00093917);
- simsl.com (*see, e.g.*, SJACOBS00095200);
- hutai-serv.com (*see, e.g.*, SJACOBS00100202);
- aon-asia.com (*see, e.g.*, SJACOBS00100199);
- cafedesigngroup.com (*see, e.g.*, SJACOBS00088160);
- knadesign.com (*see, e.g.*, SJACOBS00058663);
- rrd.com (*see, e.g.*, SJACOBS00056732);
- intl-risk.com (*see, e.g.*, SJACOBS00056108);
- ballytech.com (*see, e.g.*, SJACOBS00081060);
- citigate.com.hk (*see, e.g.*, SJACOBS00080068);
- pwc.com (*see, e.g.*, SJACOBS00054341);
- ensenat.com (*see, e.g.*, SJACOBS00053341);
- ceslasia.com (*see, e.g.*, SJACOBS00049937);
- bocigroup.com (*see, e.g.*, SJACOBS00049109);
- bocmacau.com (*see, e.g.*, SJACOBS00049109);
- towerswatson.com (*see, e.g.*, SJACOBS00048725);
- tricorglobal.com (*see, e.g.*, SJACOBS00046482); and
- prestige.hk (*see, e.g.*, SJACOBS00046066).
- ubs.com (*see, e.g.*, SJACOBS00040661)
- citi.com (*see, e.g.*, SJACOBS00041059)

SCL provides no plausible basis for claiming privilege over such communications. Once again, Jacobs demands the immediate production of all of the documents sent to or received from third parties.

Finally, SCL asserts an unidentified and uncited "Gaming Regulatory" privilege over many documents listed in the Privilege Log. (*See, e.g.*, SJACOBS00088333, 92841-42, 92844-45.) Specifically, without elaboration or explanation, SCL claims that documents



Bradley R. Schneider

October 9, 2012

Page 6

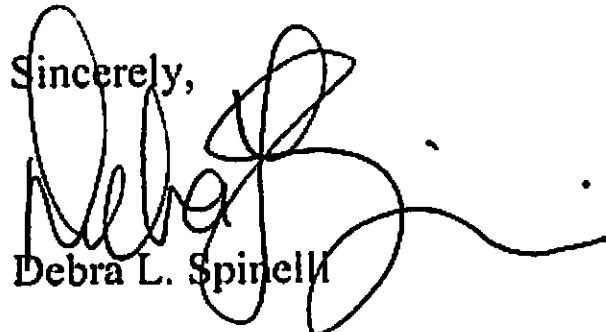
and emails it received from the Macau government are somehow protected from disclosure in this case. (*See id.* ("Document from Macau Govt.pdf"), 84740 (email from joli@macau.ctm.net), 84765 (email from joli@macau.ctm.net)). Not only has SCL failed to establish the existence of a privilege over the documents exchanged with the Macau government, but SCL has once again improperly asserted a privilege over documents and emails received from third parties. Once again, we demand that SCL produce all emails and documents obtained from third parties.

Ultimately, in order for SCL to withhold documents identified in the Privilege Log, SCL was required to establish the existence of a privilege and make a "clear showing" that the asserted privilege applies to those documents. *See Metzger v. Am. Fid. Assur. Co.*, No. CIV-05-1387-M, 2007 WL 3274922, 1 (W.D.Okla. Oct. 23, 2007); *see also United State v. Austin*, 416 F.3d 1016, 1019 (9th Cir. 2005) ("A party claiming the [attorney-client] privilege must identify specific communications and the grounds supporting the privilege as to each piece of evidence over which privilege is asserted."). SCL has not done so.

Due to the voluminous nature of the Privilege Log, this letter only encompasses those deficiencies noted in our initial review, and additional defects may be raised upon further examination of the 3,000 page Privilege Log. Considering the apparent attempt to withhold information where no credible claim of privilege appears to exist, SCL again appears to be taking untenable positions for the purpose of withholding evidence. If SCL does not immediately remedy this and produce the documents and an actual, forthright privilege log, Jacobs will ask the Court to brand SCL's conduct as a bad faith assertion of privilege and require it to produce all documents on the privilege log. Jacobs is not going to be burdened with searching for needles in a haystack by SCL's improper preparation of a voluminous and transparently deficient log.

If SCL will not timely comply with its obligations under Rule 26, supplement its privilege log and produce the above-described documents that cannot be privileged or otherwise protected, please consider this correspondence as a request for a conference under EDCR 2.34.

Sincerely,



Debra L. Spinelli

cc: J. Stephen Peek, Esq. (via e-mail only)
Brad D. Brian, Esq. (via e-mail only)
Henry Weissmann, Esq. (via e-mail only)
John Owens, Esq. (via e-mail only)

EXHIBIT 14

Jennifer L. Braster

From: Steve Peek <SPeek@hollandhart.com>
Sent: Thursday, November 29, 2012 2:16 PM
To: Debra Spinelli; Mark M. Jones (m.jones@kempjones.com); J. Randall Jones (r.jones@kempjones.com); Jing Zhao (j.zhao@kempjones.com)
Cc: James Pisanelli; Todd Bice; Eric T. Aldrian; Jennifer L. Braster; Lackey, Jr., Michael E.
Subject: RE: Jacobs v. LVSC, et al. -- SCL Privilege log for Jacobs' documents

Debbie:

The SCL Privilege log for the Jacobs' collection will be forwarded to you tomorrow along with additional Privilege logs for documents requested from LVSC. Once you receive them, please let me know if you have any questions or concerns about the Privilege Logs provided to you.

Steve

From: Debra Spinelli [mailto:dls@pisanellibice.com]
Sent: Wednesday, November 28, 2012 10:55 AM
To: Steve Peek; Mark M. Jones (m.jones@kempjones.com); J. Randall Jones (r.jones@kempjones.com); Jing Zhao (j.zhao@kempjones.com)
Cc: James Pisanelli; Todd Bice; Eric T. Aldrian; Jennifer L. Braster
Subject: RE: Jacobs v. LVSC, et al. -- SCL Privilege log for Jacobs' documents

Steve –

We did receive Brad Schneider's October 19 email withdrawing privilege claims with respect to certain documents, and authorizing AD to release those specific documents for our review. We did subsequently receive them from Advanced Discovery.

My email from yesterday concerns the *remaining* documents (from those that Mr. Jacobs possessed and provided AD for SCL's privilege review) that Defendants believe are covered by a privilege and the status of the final privilege log. Apologies if my email was unclear.

Debbie

From: Steve Peek [mailto:SPeek@hollandhart.com]
Sent: Wednesday, November 28, 2012 10:42 AM
To: Debra Spinelli; Mark M. Jones (m.jones@kempjones.com); J. Randall Jones (r.jones@kempjones.com); Jing Zhao (j.zhao@kempjones.com)
Cc: James Pisanelli; Todd Bice; Eric T. Aldrian; Jennifer L. Braster
Subject: RE: Jacobs v. LVSC, et al. -- SCL Privilege log for Jacobs' documents

Debbie, I am attaching an email from Brad Schneider dated October 19 in which Brad withdrew privilege designations for additional documents in the documents listed in the attachment. Do you not have this email and isn't this a follow up to his October 18 email? Please advise.


From: Debra Spinelli [mailto:dls@pisanellibice.com]
Sent: Tuesday, November 27, 2012 4:20 PM
To: Steve Peek; Mark M. Jones (m.jones@kempjones.com); J. Randall Jones (r.jones@kempjones.com); Jing Zhao (j.zhao@kempjones.com)
Cc: James Pisanelli; Todd Bice; Eric T. Aldrian; Jennifer L. Braster
Subject: Jacobs v. LVSC, et al. -- SCL Privilege log for Jacobs' documents

Counsel –

I am writing to follow up on the status of Sands China, Ltd.'s ("Sands China") privilege log related to documents Mr. Jacobs possessed and provided to Advanced Discovery. Former SCL counsel, MTO produced a preliminary log on September 26, 2012. In a letter dated October 9, 2012 (attached), we raised a number of deficiencies with respect to that preliminary log. Mr. Schneider (with MTO) and I exchanged a few emails thereafter, the last one dated October 18, 2012 (attached for ease of reference), wherein he said he expected to produce a final log shortly thereafter. Because this log concerns Mr. Jacobs' documents that his counsel cannot review, we would like to resolve and/or brief the court on related issues and move promptly forward. Please advise of the status.

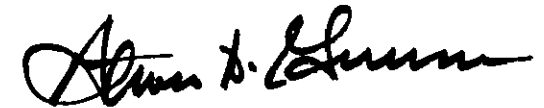
Thank you,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
3883 Howard Hughes Pkwy, Suite 800
Las Vegas, NV 89169
tel 702.214.2100
fax 702.214.2101

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This transaction and any attachment is attorney privileged and confidential. Any dissemination or copying of this communication is prohibited. If you are not the intended recipient, please notify us immediately by replying and delete the message. Thank you.



CLERK OF THE COURT

1 **NEOJ**

James J. Pisanelli, Esq., Bar No. 4027

2 JJP@pisanellibice.com

Todd L. Bice, Esq., Bar No. #4534

3 TLB@pisanellibice.com

Debra L. Spinelli, Esq., Bar No. 9695

4 DLS@pisanellibice.com

PISANELLI BICE PLLC

5 3883 Howard Hughes Parkway, Suite 800

Las Vegas, Nevada 89169

6 Telephone: (702) 214-2100

7 Attorneys for Plaintiff Steven C. Jacobs

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 STEVEN C. JACOBS,

11 Plaintiff,

12 v.

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

Defendants.

18 AND RELATED CLAIMS

Case No.: A-10-627691

Dept. No.: XI

**NOTICE OF ENTRY OF ORDER
REGARDING PLAINTIFF STEVEN C.
JACOBS' MOTION TO COMPEL
DEPOSITION TESTIMONY ON ORDER
SHORTENING TIME**

Hearing Date: January 29, 2013

Hearing Time: 8:30 a.m.

19 PLEASE TAKE NOTICE that an *Order Regarding Plaintiff Steven C. Jacobs' Motion to*
20 *Compel Deposition Testimony on Order Shortening Time* was entered in the above-captioned
21 matter on May 8, 2013, a true and correct copy of which is attached hereto.

22 DATED this 8th day of May, 2013.

23 PISANELLI BICE PLLC

24 By: 

James J. Pisanelli, Esq., Bar No. 4027

Todd L. Bice, Esq., Bar No. #4534

Debra L. Spinelli, Esq., Bar No. 9695

3883 Howard Hughes Parkway, Suite 800

Las Vegas, Nevada 89169

28 Attorneys for Plaintiff Steven C. Jacobs

PISANELLI BICE PLLC
3883 HOWARD HUGHES PARKWAY, SUITE 800
LAS VEGAS, NEVADA 89169

CERTIFICATE OF SERVICE


I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 8th day of May, 2013, I caused to be sent via United States Mail, postage prepaid, a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER REGARDING PLAINTIFF STEVEN C. JACOBS' MOTION TO COMPEL DEPOSITION TESTIMONY ON ORDER SHORTENING TIME** properly addressed to the following:

J. Stephen Peek, Esq.
Robert J. Cassity, Esq.
HOLLAND & HART
9555 Hillwood Drive, Second Floor
Las Vegas, NV 89134
speek@hollandhart.com
rcassity@hollandhart.com

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Mark M. Jones, Esq.
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m.jones@kempjones.com

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rsr@morrislawgroup.com



An employee of PISANELLI BICE PLLC


CLERK OF THE COURT

1 **ORDER**

2 James J. Pisanelli, Esq., Bar No. 4027

3 JJP@pisanellibice.com

4 Todd L. Bice, Esq., Bar No. 4534

5 TLB@pisanellibice.com

6 Debra L. Spinelli, Esq., Bar No. 9695

7 DLS@pisanellibice.com

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9 3883 Howard Hughes Parkway, Suite 800

10 Las Vegas, Nevada 89169

11 Telephone: (702) 214-2100

12 Facsimile: (702) 214-2101

13 Attorneys for Plaintiff Steven C. Jacobs

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 STEVEN C. JACOBS,

17 Plaintiff,

18 v.

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

24 Defendants.

Case No.: A-10-627691

Dept. No.: XI

**ORDER REGARDING PLAINTIFF
STEVEN C. JACOBS' MOTION TO
COMPEL DEPOSITION TESTIMONY
ON ORDER SHORTENING TIME**

Date: January 29, 2013

Time: 8:30 a.m.

25 **AND RELATED CLAIMS**

26 On January 29, 2013, the parties came before this Court on Steven C. Jacobs' Motion to
27 Compel Deposition Testimony on Order Shortening Time ("Motion to Compel"). Todd L. Bice,
28 Esq., of the law firm PISANELLI BICE PLLC, appeared on behalf of Plaintiff Steven C. Jacobs
("Jacobs"). J. Stephen Peek, Esq., of the law firm Holland & Hart LLP, appeared on behalf of
Defendants Las Vegas Sands Corp. ("LVSC") and Sands China Ltd. ("Sands China"). Mark M.
Jones, Esq., of the law firm Kemp Jones & Coulthard, LLP, and Michael B. Lackey, Jr., of the
law firm Mayer Brown LLP, appeared on behalf of Defendant Sands China. The Court
considered the papers filed on behalf of the parties and the oral argument of counsel, and good
cause appearing therefor:

04-25-13P12:12 RCVD

///

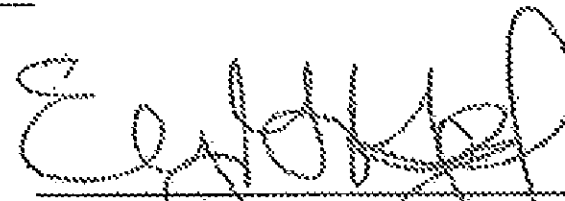
1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

2 1. The Motion to Compel is GRANTED in part and DENIED in part;

3 2. As previously ordered, Jacobs may question deponents, excepting Ken Kay, as to
4 the decision making and implementation of the decision to terminate Jacobs from Sands China,
5 which is the "who, what, where, when and how" behind the decision. This questioning may
6 include the "who, what, where, when and how" of the decision-making process as well, but not
7 the basis for or the "why" behind the decision to terminate Jacobs; and,

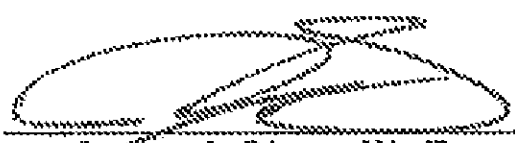
8 3. The Motion to Compel is DENIED with respect to compelling the requested
9 deposition testimony of Mr. Kay, as Mr. Kay's deposition is limited to the work he performed for
10 Sands China, and work he performed on behalf of or directly for Sands China while acting as an
11 employee, officer, or director of LVSC, during the time period of January 1, 2009, to October 20,
12 2010.

13 DATED: May 7, 2013

14 
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16 THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT
my

17 Respectfully submitted by:

18 PISANELLI BICE PLLC

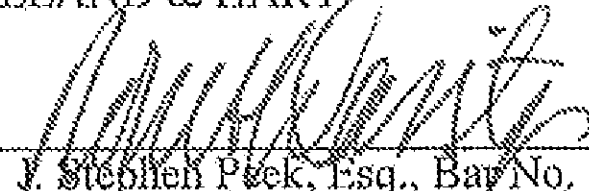
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8 Attorneys for Las Vegas Sands Corp.
9 and Sands China Ltd.

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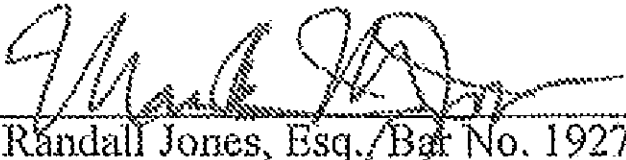
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KEMP JONES & COULTHARD

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Attorneys for Sands China Ltd.

DECLARATION OF JENNIFER L. BRASTER, ESQ.

I, Jennifer L. Braster, Esq., hereby declare as follows:

1. I am an attorney at the law firm of Pisanelli Bice PLLC, attorneys of record for Real Party in Interest Steven C. Jacobs ("Jacobs") in the action styled *Las Vegas Sands, Corp. et al. v. Clark County Dist. Ct.*, Case No. 62944, pending before the Nevada Supreme Court. I make this Declaration in support of Jacobs' Answer to Petition for Writ of Prohibition or Mandamus.

2. Attached to my declaration as Exhibit A is a true and correct copy of an article entitled "*Govt fines Venetian 40,000 patacas for transferring data to US.*" On May 28, 2013, I printed this article from the Macau News' website, www.macaunews.com.

3. Attached to my declaration as Exhibit B is a true and correct copy of an opinion from the Macanese Government's Office for Personal Data Protection for Case No. 0068/2012/IP. On May 28, 2013, I printed this article from the Office's website, www.gpdp.gov.mo.

4. On September 9, 2012, Jacobs deposed Sheldon Adelson in the underlying matter of *Jacobs v. Las Vegas Sands, Corp. et al.*, Case No. A627691, pending before the Eighth Judicial District Court, Clark County, Nevada. Attached to the Supplemental Appendix is a true and correct copy of the excerpted transcript of Mr. Adelson's deposition.

5. On December 4, 2012, and February 1, 2013, Jacobs deposed Michael Leven in the underlying matter of *Jacobs v. Las Vegas Sands, Corp. et al.*, Case No. A627691, pending before the Eighth Judicial District Court, Clark County, Nevada.

///

1 Attached to the Supplemental Appendix are true and correct copies of the excerpted
2 transcripts of Mr. Leven's depositions.

3 I declare under penalty of perjury under the laws of the State of Nevada that
4 the foregoing is true and correct and that I signed this Declaration on May 28, 2013.

5
6 /s/ Jennifer L. Braster
JENNIFER L. BRASTER, ESQ.
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EXHIBIT A


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Govt fines Venetian 40,000 patacas for transferring data to US

2013/04/16



The Personal Data Protection Office (GPDP) Monday slammed the Venetian Macao for transferring data to the United States for its "own interests", fining the gaming operator 40,000 patacas.

The amount consists of two fines of 20,000 patacas each.

The bureau said in a statement that investigations into whether the Venetian had violated Macau's Personal Data Protection Law began in July last year.

The statement did not mention the findings of the investigation but gave the code number of the case which is downloadable from the bureau's website in Chinese, English and Portuguese without revealing the name of the company. It referred to the Venetian Macao as "Company A" and its mother company in the US as "Company B".

According to the document, the Venetian has been fined a total of 40,000 patacas for transferring the data to the US without seeking the bureau's authorisation.

The company's spokeswoman Melina Leong Sio Mok told Bloomberg last year that the probe was related to the high-profile case of Steve Jacobs, the former Sands China CEO who is suing the company for unfair dismissal, during which a large amount of data related to his case was reportedly transferred from Macau to the US.

The document refers to Jacobs as "former CEO X".

According to the GPDP document, the Venetian claimed that it transferred data to the US to prepare for a possible lawsuit to be initiated by Jacobs against the company and also to prepare to sue Jacobs for alleged theft of confidential information and violation of professional secrecy.

The document points out that the data was transferred at a time when Jacobs had not yet initiated any lawsuits and that even if Jacobs had filed a lawsuit in the US against the Venetian, the data should be given to a judicial authority and not to Sands China's mother company in the US.

"No one would expect [the Venetian Macao], being a locally registered company, to take legal action in a US court after finding out its former CEO's suspected of theft and secrecy violation," the document said, adding that without evidence showing that a local lawsuit was infeasible, the intervention of a foreign court in a suspected violation that took place in Macau "lacked a reasonable basis."

The document went on to say that the data that was transferred to US was unselected or unfiltered, which included data of third parties who have nothing to do with the US lawsuit.

"As these data ... were provided by [the Venetian] without letting the third parties involved know ... it shows that [the company] was only trying to achieve and maintain its own interests," the document said.

The bureau recently fined Wynn Macao 20,000 patacas for transferring data to the US following legal proceedings between Wynn Macao's head office and one of its shareholders. Media reports show that Japanese pachinko tycoon Kazuo Okada is suing Wynn in Nevada.

Wynn Macao provided personal data of a number of individuals, including officials of an unidentified country who had contacts with the shareholder and stayed at Wynn Macao as well as those who travelled with the officials and their relationship to the company officials.

An informed source told The Macau Post Daily last night that the Venetian Macao,

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which holds the US company's local casino sub-concession, did not appeal the bureau's ruling. Yesterday's GDPD statement said that the total fine of 40,000 patacas had already been paid.

A spokesperson for the Venetian Macau told The Macau Post Daily last night that the company had "no comment" on the bureau's statement.(macaunews)

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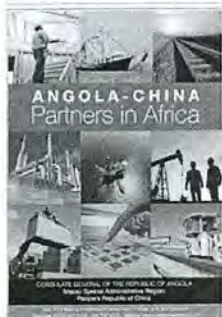
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EXHIBIT B

Complaint Case Notes

No: 0068/2012/IP

Title: Company A transferred to United States the data stored in the computer used by its former CEO

Reason: Active intervention

Brief:

The Personal Data Protection Office (GDPD) was earlier informed that, Company A was suspected of transferring the data stored in the computer used by its former CEO to United States without notifying or obtaining an authorisation from the local competent authority. Given this might relate to Company A's processing of personal data, which is subject to the Personal Data Protection Act (Law 8/2005), GDPD decided to launch an investigation.

Analysis:

The data processing of the current case is regulated by the Personal Data Protection Act under its Articles 4(1)(1) and 3(1).

Company A admitted that it had transferred to Company B in United States the data stored in the computer used by its former CEO X. This was claimed, on one hand, to prepare for the counter argument of a possible lawsuit to be initiated by X against Company A. On the other, this was prepared for suing X over his suspected theft of confidential information and violation of professional secrecy. The above, as Company A claimed, were to achieve its legitimate interests.

In GDPD's views, the data was transferred when X had not initiated any lawsuits. In other words, only on the basis of its subjective speculation of a possible lawsuit Company A transferred the data to America. In fact, even if X filed the lawsuit in a US court against Company A, the concerned data, when necessary, should be provided to a judicial authority instead of another private entity. Moreover, since Company A has registered and operated locally, in conjunction that the person involved is its former CEO, it could actually prepare the lawsuit in Macao and transferring the data to the United States was not necessary.

With regard to the second reason given by Company A, i.e., to prepare for a lawsuit against X over his suspected theft of confidential information and violation of professional secrecy, it should be pointed out that no one would expect Company A, being a locally registered company, to take its legal action in a US court after finding out its former CEO's suspected theft and secrecy violation. Furthermore, once a lawsuit is filed, very likely the personal data would be transferred to a US court for legal proceedings. In fact, for the aforesaid suspected information theft and secrecy violation that happened in Macao, as no evidence has shown the infeasibility of a local lawsuit, whereby seeking the intervention of a foreign court lacked a reasonable basis.

On the other hand, Company A's batch transfer of data to America was unselected or unfiltered, in which included the data of those third parties who have no relations to the lawsuit. In addition, as these data could be used as supporting evidence in the proceedings and were provided by Company A, without the data subjects' knowing, to another US private entity, evidently the above showed Company A was only trying to achieve and maintain its own interests. The indulgence and ignorance of the data subjects' interests and safeguards, as well as the consequence ensued, are indeed against the principle of bona fides.

In GDPD's views, Company A's data processing, including its data transferred to America, did not demonstrate its inevitability, thus failing to meet any legitimacy conditions given in Article 6 of the Personal Data Protection Act. Pursuant to Article 33(2) of the said Law, Company A's act already constituted an administrative infraction.

In addition, Company A's transfer of data to America is actually a transfer of personal data outside

Macao, which is bounded by Articles 19 and 20 of the same Law. Given a situation as such a controller should, according to its own circumstances, transfer the data only after notifying GPDP, having received a decision or obtained an authorisation from GPDP. As proven is Company A, when the transfer took place, had not notified, nor obtained a decision or authorisation from GPDP, therefore leading to a violation of Articles 19 and 20. According to Article 33(2) of the same law this act also constituted administrative infraction.

Result:

Taking into account the factors including the subjective fault of Company A, the amount of transferred data, the uncertain number of data subjects and the uncertain consequences caused to them, destination of the data transfer and the recipient entity of the transfer thereafter, GPDP decided:

to impose a fine in an amount of MOP \$20000 (twenty thousand Macao dollars) according to Article 33 (2) of the Personal Data Protection Act, as Company A, while processing the data, failed to meet any legitimacy conditions given in Article 6 of the same Law; and

to impose a fine in an amount of MOP \$20000 (twenty thousand Macao dollars) according to Article 33 (2) of the Personal Data Protection Act, for Company A's violation of Articles 19 and 20 as it transferred personal data outside Macao to a foreign destination (United States) without notifying GPDP, having received a decision or obtained an authorisation from GPDP.

To sum up, these administrative infractions led to a total fine of MOP\$40000 (forty thousand Macao dollars) under Article 34(2) of the Personal Data Protection Act. These sanctions have been implemented.

Reference:

Please refer to "Personal Data Protection Act", articles 3, 4, 6, 19, 20, 33, 34 .

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