

EXHIBIT H

VGI

To Helen Riley
FOR SBA
702-733
5620

March 14, 2009

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

Dear Mike:

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

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

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

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

Scope

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

1. Accelerating the Leadership Transition and the New Management Culture

979 Crest Valley Drive Atlanta Ga 30324 p: (770) 814-9017 f: (770) 814-9027

Vapor Group, Inc

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

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

Anticipated work steps include:

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

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

2. Reducing Run Rate Operating Costs

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

Major works steps anticipated include:

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

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

3. Identifying and Capturing Additional Savings

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

Timing, Staffing and Fees

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

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

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

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

Term and Termination Provisions

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

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

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

Indemnification

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

Confidentiality

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

Dispute Resolution

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

1 violates Venetian Macau Limited's ("VML") express written policy requiring all terminated
2 employees "to return all electronic files, CDs, floppy disks, information reports and documents
3 (including copies) containing any confidential and/or proprietary information" ("Document
4 Return Policy"). **Exhibit A** (Document Return Policy). Plaintiff was not only fully aware of
5 VML's Document Return Policy; he was responsible for enforcing it, and he terminated an
6 employee for failing to comply with other portions of this same policy regarding confidentiality.
7 Lee Decl., ¶¶ 8-9, 13-14. Plaintiff's Consulting Agreement with VML separately required him to
8 return all company documents. **Exhibit B** (Plaintiff's Consulting Agreement) ("Upon termination
9 of this Agreement for any reason, all papers and documents the Consultant's possession or under
10 its control belonging to the Company, must be returned to the Company.")² Therefore, Plaintiff
11 was (and is) required to return **both** the Work Duty Documents and the Downloaded Documents,
12 and his retention of both categories of documents was and is wrongful.

13 Plaintiff's acquisition, retention and use of the Downloaded Documents is an order of
14 magnitude more wrongful because, in contrast to the Work Duty Documents allegedly acquired
15 while performing his job duties, he surreptitiously took the Downloaded Documents *the same day*
16 *he was terminated*. Therefore, while Plaintiff was required to return all of the Subject Documents
17 upon his termination, including the Work Duty Documents, at least his initial possession of the
18 Work Duty Documents was arguably permissible prior to his termination. In contrast, Plaintiff's
19 downloading of company documents *the day he was terminated* was never permissible.
20 Moreover, *Plaintiff makes no effort to justify or legitimize his possession of the Downloaded*
21 *Documents*.

22 Plaintiff also makes much ado that his "Term Sheet" – a short form statement of material
23 deal points – does not set forth an obligation to return company documents. Plaintiff's myopic
24 focus on the Term Sheet is unavailing because Plaintiff was subject to VML's written Document
25 Return Policy, his Consulting Agreement, and the July 3, 2010 Letter of Agreement, all of which

26 ² Plaintiff also executed a July 3, 2010 Letter of Agreement with VML which requires Plaintiff
27 to maintain the confidentiality of VML "private, personal or proprietary information." **Exhibit**
28 **H**. See also Exhibit A to LVSC's Ex Parte Motion for Temporary Restraining Order in Case No.
648484.

1 expressly required Plaintiff to return documents to the company. **Exhibits A & B.** Plaintiff has
2 not cited a single authority requiring that the document return obligation be set forth specifically
3 in the employee's employment contract (an unreasonable requirement given that most employees
4 do not have written employment contracts). To the contrary, a written policy and agreements
5 requiring the return of company documents are enforceable and renders the continued retention
6 wrongful.

7 Plaintiff argues that SCL has waived any right to object to Plaintiff's use of the Subject
8 Documents. As discussed below in detail, Plaintiff's waiver arguments fail because: (1) SCL first
9 discovered Plaintiff's possession of the Downloaded Documents in July 2011 and, after meeting
10 and conferring with Plaintiff regarding the documents, LVSC filed a TRO Application on
11 September 8 and SCL filed this Motion in Limine on September 26, thus evidencing Defendants'
12 diligent efforts to protect their rights, and belying any waiver argument; (2) Plaintiff did not
13 disclose the Downloaded Documents until July 8, 2011 and, therefore, SCL could not, and did
14 not, *knowingly and intentionally* waive any rights by virtue of filings made prior to Plaintiff's July
15 8 disclosure; and (3) none of the documents attached to prior briefing, and listed on disclosures,
16 are privileged, and the use of a *non*-privileged document does not, as a matter of law, constitute a
17 waiver.³

18 Plaintiff's reference to communications during November 2010 through January 2011
19 concerning three unrelated reports does not remotely advance his waiver argument. In November
20 2010, SCL discovered that Plaintiff possessed "three reports" and immediately demanded their
21 return. After a short exchange, Plaintiff returned the original reports to SCL in late December
22 2010, and the reports have never been introduced into evidence. Thereafter, Plaintiff did not
23 disclose his possession of any other company documents until his July 8, 2011 revelation

24
25 ³ Plaintiff acknowledges possessing in excess of eleven gigabytes of documents, which may
26 amount to a million or more pages. *See e.g.*,
27 www.lexisnexis.com/applieddiscovery/lawlibrary/whitePapers/ADI_FS_PagesInAGigabyte.pdf.
Therefore, it is inevitable that SCL will use certain of these *non*-privileged documents in its
defense, and to do so does not, by any theory, relieve Plaintiff of responsibility for his wrongful
acquisition or constitute a waiver by SCL (otherwise, SCL would effectively be prevented from
using documents in its defense simply because Plaintiff improperly acquired them).

1 concerning the Downloaded Documents. The previously returned reports have no relationship to
2 the subsequently discovered Downloaded Documents.

3 Plaintiff's prior counsel recognized that his prior use of the Downloaded Documents was
4 improper and he agreed to discontinue any further use (he also suggested a protocol to vet the
5 documents). Unfortunately, Plaintiff has since retreated from this position.

6 Based on the foregoing, SCL is entitled to an order precluding Plaintiff from using any of
7 the Subject Documents at the jurisdictional evidentiary hearing, and during the jurisdictional
8 discovery preceding the hearing. Alternatively, the Court should adopt Defendants' proposed
9 document protocol (Exhibit C) and continue this Motion until the parties have completed the
10 requirements of the protocol.⁴

11 **II. DEFENDANTS' PROPOSED DOCUMENT REVIEW PROTOCOL**

12 Defendants' proposed document review protocol is attached hereto as Exhibit C and is
13 summarized here. Under the protocol, the parties will retain a third party ESI vendor, with each
14 side to pay 50% of the costs. Plaintiff's counsel will provide the ESI vendor with all documents
15 received from Plaintiff or within Plaintiff's possession, custody and control, and which he
16 obtained while employed by SCL or acting as a consultant to LVSC, or which are nonpublic
17 documents created or transmitted to any person affiliated with Defendants or their affiliates. This
18 includes the 11 gigabytes of data that Plaintiff's previous counsel informed Defendants were
19 obtained by Plaintiff in the course of his employment—although the Opposition admits that
20 "Jacobs current counsel does not know the exact magnitude of all of the data which Jacobs
21 possess as a result of his employment, *but it certainly believes that it exceeds the 11 gb* which
22 Jacobs' then-counsel was reviewing." Opp. at 7 n. 5 (emphasis added).

23 When providing these documents to the ESI vendor, Plaintiff's counsel will identify
24 communications between Plaintiff and his former or current litigation counsel in this matter, as to
25 which they may assert a privilege.

26
27 ⁴ Despite numerous attempts to meet and confer regarding Jacobs' use of the Subject Documents,
28 Jacobs' counsel refused to engage in discussions or come to an agreement with SCL's counsel,
necessitating the current Motion. See Ma Decl. at ¶¶ 5 through 12 and Exhibits D through P.

1 Defendants will then review the remaining documents and will prepare a schedule
2 identifying those documents that Defendants contend should not be reviewed or used by Plaintiff,
3 along with a brief identification of the grounds for such contentions listed separately for each
4 document. Thereafter, the parties will meet and confer regarding Defendants schedule of
5 protected documents. If the parties cannot agree as to the classification of certain documents,
6 Plaintiff's counsel will create a schedule of the disputed documents that they wish to review for
7 possible use in connection with the evidentiary hearing on personal jurisdiction.

8 Defendants will file a motion for protective order and/or other relief with respect to those
9 documents, and the Court will decide which documents, if any, Plaintiff and his counsel may
10 review and use. This briefing will apply only to documents that Plaintiff wishes to review in
11 connection with the evidentiary hearing on personal jurisdiction. With respect to all other
12 documents, the parties will discuss a process for submitting briefs to the court subsequent to the
13 lifting of the stay by the Nevada Supreme Court.

14 Plaintiff and his counsel would not disseminate, review or use the documents except (a) as
15 determined by the Court⁵; (b) documents on Plaintiff's privilege log, (c) documents not on
16 Defendants' Schedule.

17 The proposed protocol sets forth deadlines for each of the significant steps in the process.
18 The protocol contemplates 96 days from the date of execution of a contract with the ESI vendor to
19 the date of submission of a reply brief on the motion for protective order and/or other relief.

20 Again, the Court should adopt this protocol in order to ensure that the facts are fully
21 developed, including specifically the nature and extent of the Subject Documents possessed by
22 Plaintiff, before the Court makes any decisions regarding the fate of the documents; as opposed to
23 making decisions now without the benefit of knowing precisely what the documents consist of
24 (beyond what has already been introduced by Plaintiff).

25 SCL provided Plaintiff with the proposed protocol on October 7, and hoped to meet and
26

27 ⁵ Such review, use, or dissemination would not commence for 10 days following the Court's
28 ruling(s) in order to preserve Defendant's right to seek appellate review (except if and to the
29 extent Defendants notify Plaintiff that they do not intend to seek such appellate review).

1 confer with Plaintiff's counsel regarding the protocol prior to the October 13 hearing date.
2 Unfortunately, Plaintiff's counsel have, thus far, not made themselves available to discuss the
3 protocol. **Exhibit D.**

4 **III. LEGAL ARGUMENT**

5 **A. Plaintiff Cannot Conceal the Subject Documents From SCL, Then Oppose**
6 **Exclusion Because SCL Cannot Specifically Identify The Concealed**
7 **Documents**

8 Plaintiff's first argument in his Opposition speaks volumes about the current state of the
9 record. Plaintiff asks the Court to deny SCL's Motion because "Sands China does not identify
10 any particular documents or evidence for exclusion." Opp., 2:2-3; *see also*, 9:15-16. Of course,
11 Plaintiff conveniently fails to acknowledge that he has never provided Plaintiff access to the
12 Downloaded Documents, nor the Work Duty Documents, so SCL has no way to identify with
13 particularity the precise documents that it seeks to exclude. Plaintiff acknowledges that at least
14 certain of the Downloaded Documents are privileged. **Exhibits E, F and G** (July 8, 2011 E-Mail;
15 August 2, 2011 Letter; and August 3, 2011 Letter). Yet, because SCL cannot identify these
16 concealed privileged documents with precision, Plaintiff asks the Court to deny SCL's Motion.
17 Plaintiff's gamesmanship cannot be permitted.

18 The foregoing reinforces the need for the Court to implement a protocol for SCL to review
19 the Subject Documents and make more particularized objections, and the parties can thereafter
20 further brief the issues for the Court with reference to specific documents. This additional
21 information will enable the Court to make an informed decision regarding the fate of the Subject
22 Documents based upon a thorough vetting.

23 **B. Plaintiff's Retention of the Subject Documents – Both Work Duty and**
24 **Downloaded Documents – Violates Company Policy and is Wrongful**

25 Plaintiff spends the bulk of his brief focused on documents that he purportedly acquired
26 while performing his job duties, before he was terminated ("Work Duty Documents"), then
27 inappropriately conflates those documents with the separate and distinct voluminous documents
28 that Plaintiff downloaded *the same day he was terminated* (these documents were obviously taken

1 for reasons unrelated to Plaintiff's performance of his job duties) ("Downloaded Documents").
2 Notwithstanding the greater impropriety surrounding the Downloaded Documents, the fact
3 remains that Plaintiff was required to return **both** the Work Duty Documents and the Downloaded
4 Documents upon his termination, and his continued retention of both is wrongful.

5 **1. Plaintiff Was Obligated to Return All of the Subject Documents Upon**
6 **His Termination**

7 Plaintiff was (and is) obligated to return **all** of the Subject Documents – both Work Duty
8 and Downloaded Document – upon his termination. To whatever extent Plaintiff was authorized
9 to receive and review documents in the course and scope of his job duties, he was **not** authorized
10 to retain those documents following his termination, and Plaintiff has cited no authority
11 authorizing him to retain company documents following his termination, even if legitimately
12 acquired for purposes of performing his job duties. The documents belong to the company, not
13 Plaintiff. *See e.g., In Re Marketing Investors Corp.*, 80 S.W.3d 44, 46-48 (Tex.App. 1998) ("We
14 see no difference between the Corporation's documents and any other corporate property.
15 MacDonald is entitled to possession only as long as he is an employee. Thus, he must return the
16 documents to the Corporation.").

17 VML's express written Document Return Policy requires all terminated employees "to
18 return all electronic files, CDs, floppy disks, information reports and documents (including
19 copies) containing any confidential and/or proprietary information." **Exhibit A.** Plaintiff was
20 provided with a copy of this Document Return Policy on two separate occasions. Lee Decl., ¶¶ 8-
21 9. Plaintiff never objected. *Id.* To the contrary, as CEO of VML, Plaintiff was responsible for
22 enforcing this policy, and on at least once occasion, Plaintiff terminated an employee for failing to
23 comply with VML's Confidential Company Information Policy (which includes the Document
24 Return Policy). Lee Decl., ¶¶ 13-14. Additionally, Plaintiff's Consulting Agreement with VML
25 also provides that "[u]pon termination of this Agreement for any reason, all papers and documents
26 the Consultant's possession or under its control belonging to the Company, must be returned to
27 the Company." **Exhibit B.**

28 Plaintiff also signed the July 3, 2010 Letter of Agreement with VML—the agreement that

1 Plaintiff called the "Side Letter" in opposing SCL's motion to dismiss. **Exhibit G.** The July 3
2 agreement states that Jacobs will "hold confidential all Confidential Information (shall mean all
3 private, personal or proprietary information, tangible or intangible, owned or pertaining to
4 [VML], LVSC and affiliated or subsidiary companies and Sheldon G. Adelson), which
5 information was learned or acquired as a result of [Jacobs] providing services to [VML] in any
6 capacity." *Id.* Further, Plaintiff agreed that he would "treat any Confidential Information
7 disclosed to [him] or learned by [him] as fiduciary agent of [VML] recognizing that [VML] only
8 made the Confidential Information accessible to [him] by reason of the special trust and
9 confidence [VML] placed in [him]." Finally, the July 3 agreement states that Plaintiff "shall not
10 disclose, disseminate, transmit, publish, distribute, make available or otherwise convey any of the
11 Company, LVSC, its affiliated companies and subsidiaries and Sheldon G. Adelson trade secrets
12 to any person." *Id.*

13 Not surprisingly, Plaintiff's Opposition makes no mention of the VML Policy, nor his
14 Consulting Agreement, nor the Side Letter, because they are fatal to his argument. Instead,
15 Plaintiff repetitively states that his brief Term Sheet imposes no obligation to return company
16 property. Plaintiff's Term Sheet is not instructive here. More importantly, Plaintiff does not cite
17 a single authority holding that a written company policy requiring return of company
18 property/documents is unenforceable unless referenced in a written employment agreement. In
19 fact, the opposite is true; company policies are enforceable even in the absence of a specific term
20 in an employment contract, and even if the employee refuses to sign an acknowledgement. *See*
21 *e.g., In re Dillard Department Stores, Inc.*, 198 S.W.3d 778, 780 (Tex. 2006) (Employer may
22 enforce company policies if employee received notice of policy and continued employment after
23 receipt, even if employee explicitly rejects the policy change or refused to sign acknowledgment
24 of receipt.); *Perkins v. Ulrich*, 2007 Tex.App. LEXIS 3088, *6 -8 (Tex. App. Ct. April 24, 2007)
25 (Employee bound by company policies, even when signed under protest, when employee
26 continued to work after receiving policy); *Gonzalez v. Toscorp, Inc.*, 1999 U.S. Dist. LEXIS
27 12109, *5-7 (S.D.N.Y. August 5, 1999) (Employee bound by company policy even though he
28 refused to sign acknowledgment form.). Plaintiff never objected to VML's Document Return

1 Policy; to the contrary, he was primarily responsible for its enforcement. Lee Decl., ¶¶ 8-9, 13-
2 14. Given that the foregoing obligations apply equally to the Work Duty and Downloaded
3 Documents, such that Plaintiff is obligated to return both, the analysis could end here. That being
4 said, Plaintiff's possession and continued retention of the Downloaded Documents is considerably
5 more egregious because he did not acquire these documents as part of his normal and customary
6 performance of his job duties. Rather, he downloaded these voluminous documents the same day
7 he was terminated, thus demonstrating that the download was unrelated to Plaintiff's performance
8 of his job duties. Therefore, not surprisingly, Plaintiff makes no attempt to justify or legitimize
9 his original acquisition and possession of the Downloaded Documents. Plaintiff does not claim
10 that he was entitled to take these documents after he was terminated. Instead, Plaintiff simply
11 commingles the Downloaded Documents with the Work Duty Documents.

12 **2. Plaintiff Had Common Law Duties to Return the Subject Documents**

13 In addition to the company policies and executed agreements addressed above, Plaintiff
14 was under common law duties that precluded him from retaining possession of company
15 documents containing privileged, confidential and private information following his termination.
16 Those duties preclude him and his counsel from disseminating or using those documents in the
17 future. For example, when a corporate officer receives a privileged communication in the course
18 and scope of employment, he is not entitled to the privileged documents after he or she is
19 removed from that position. *Montgomery v. eTreppid Technologies, LLC*, 548 F.Supp.2d 1175
20 (D. Nev. 2008). In *Montgomery*, plaintiff sought documents reflecting privileged
21 communications with an LLC at the time that he was its manager and member. The court denied
22 plaintiff's motion to compel, finding that "the corporation is the sole client," and that individuals
23 such as plaintiff who received the communications were acting "on behalf of the corporation, not
24 on behalf of themselves as corporate managers or directors." *Id.* at 1187. Because plaintiff was
25 no longer part of management, he could not access the privileged documents. *Id.*

26 Plaintiff is also prohibited from divulging or using Defendants' trade secrets and other
27 confidential information for his own purposes. Plaintiff states that whether information is a trade
28 secret is a question of fact and criticizes SCL for failing to demonstrate that any of the Subject

1 Documents contain trade secrets. Opp. at 16-17 n. 10. Once again, Plaintiff demonstrates why
2 the document review protocol is appropriate: so that Defendants can review the Subject
3 Documents and identify those containing trade secrets.

4 Plaintiff also is subject to restrictions of Macau law, including the Macau Personal Data
5 Protection Act, with respect to documents reflecting certain personal information.

6 **3. Case Law Confirms that Retention of the Documents Was Wrongful**

7 In similar circumstances, courts have prohibited former employees from retaining and
8 using documents obtained in the course of their employment. In *Zahodnick v. International*
9 *Business Machines Corp.*, 135 F.3d 911 (4th Cir. 1997), an employee “retained confidential
10 materials belonging to [the company] after termination of his employment and forwarded those
11 documents to his counsel without [the company’s] consent.” *Id.* at 915. The *Zahodnick* court
12 affirmed an order enjoining the employee from disclosing the documents to third parties and
13 requiring him to return all confidential materials to the company.

14 Likewise, in *In Re Marketing Investors Corp.*, 80 S.W.3d 44, 46-47 (Tex.App. 1998), the
15 former president of the company took and retained company documents after he was terminated.
16 The president was subject to a company policy which specified that confidential and proprietary
17 information belonged to the company, that no employee could disclose such information without
18 permission, and that these restrictions continued after termination. The *Marketing Investors* court
19 held that these restrictions were valid and binding, and that they precluded the former president
20 from using the documents in the litigation. *Id.* at 48.

21 *Meritas Incentives, LLC v. Bumble and Bumble Products, LLC*, 127 Nev., Advance
22 Opinion 63 (Case No. 56313) is inapposite for several reasons. First, the documents at issue there
23 were received from an anonymous, unidentified source, and only contained a single privileged
24 document. Here, Plaintiff did not simply receive an anonymous package. Rather, he actively and
25 wrongfully downloading voluminous documents the day he was terminated, and likewise retained
26 documents in violation of VML’s Document Return Policy. Second, the *Meritas* appeal was
27 limited to the district court’s disqualification ruling, and the Nevada Supreme Court did not
28 directly address the propriety of plaintiff’s use of the non-privileged documents (because that

1 issue was not appealed). Notwithstanding these considerable factual difference, *Meritas* is
2 noteworthy because the Nevada Supreme Court distinguished documents received from an
3 anonymous source, as opposed to where “the attorney’s client provid[es] the confidential
4 documents to the attorney,” and indicated that a heightened standard applies when an attorney
5 receives documents from his client that the client obtained wrongfully. *Id.*

6 **C. SCL Acted Promptly to Protect its Rights**

7 SCL did not discover Plaintiff’s wrongful possession of the Downloaded Documents until
8 July 8, 2011. **Exhibits E, F and G.**⁶ SCL immediately demanded that Plaintiff both return, and
9 refrain from using, the Downloaded Documents. *Id.* On August 3, 2011, Plaintiff’s former
10 counsel committed to Defendants that “[w]hile [Jacobs] is unable to ‘return’ the documents to
11 [LVSC], *we agreed not to produce the documents in this litigation* until the issue is resolved by
12 the Court. Additionally, our firm will *continue to refrain from reviewing the documents* so as
13 not to create any issues regarding the documents containing communications with attorneys.”
14 **Exhibit G** (Emphasis added). Shortly thereafter, Plaintiff changed counsel and it appeared that
15 Plaintiff’s position regarding future use of the Downloaded Documents had changed. Therefore,
16 in September 2011, LVSC brought an application for a TRO and SCL brought this motion.

17 SCL has demonstrated diligence but Plaintiff attempts to confuse the foregoing
18 chronology, by reference to narrowly focused communications between the parties during
19 November 2010 through January 2011 regarding three discrete reports. Those discussions have
20 no relationship whatsoever to the Downloaded Documents, which SCL did not discover until
21 many months later. To the contrary, in November 2010, SCL discovered that Plaintiff had three
22 discrete reports in his possession and immediately demanded their return, and in December 2010,
23 Plaintiff returned the original reports. Thereafter, Plaintiff did not use these reports in any of his
24 filings. Over six months later, on July 8, 2011, Plaintiff suddenly revealed that he has eleven
25 gigabytes of documents in his possession. This was Plaintiff’s first acknowledgement that he
26

27 ⁶ SCL subsequently investigated the matter and discovered that, on the day of his termination,
28 Plaintiff performed a Google search regarding how to download documents, then attached an
29 external hard drive to his work computer and downloaded voluminous documents.

1 possessed any company documents since his December 2010 return of the three original reports.
2 As set forth above, SCL again promptly addressed the new revelation. Therefore, the narrow
3 dealings between the parties regarding the discrete issue of the three reports does not constitute,
4 nor even remotely evidence, a waiver of any rights.

5 Plaintiff also erroneously characterizes the contents of both Kenneth Kay's declaration
6 and a November 30, 2010 letter from Plaintiff's prior counsel. Mr. Kay did not declare, as
7 Plaintiff claims, that he knew Plaintiff took documents with him when he was terminated. Opp.,
8 p. 18. Rather, Mr. Kay merely observed that Plaintiff came into possession of confidential
9 documents during the course of his consulting and employment services, as one would expect in
10 light of Plaintiff's position, but Kay declared nothing regarding the disposition of those
11 documents following Plaintiff's termination, nor Plaintiff's continued retention of the documents.
12 Opp., Exh. M. Likewise, in his November 30, 2010 letter, Plaintiff's prior counsel did not state
13 that Plaintiff was in possession of a "multitude" of company documents, as incorrectly asserted by
14 Plaintiff. Opp., p. 5. Rather, Plaintiff's prior counsel merely observed that, in his experience,
15 executives sometimes retain possession of documents following the cessation of employment.
16 Opp., Ex. F ("It has been our experience that wrongfully terminate corporate executives are
17 often—and properly—in possession of a multitude of documents received during the ordinary
18 course of their employment."). The actual letter is far from the damning disclosure Plaintiff
19 falsely claims in his Opposition. Moreover, Plaintiff's counsel subsequently revealed that he did
20 not discover Plaintiff's possession of the eleven gigabytes of documents until July 2011, seven
21 months later. **Exhibit E.**

22 **D. SCL Has Not Waived its Right to Preclude Plaintiff's Use of the Subject**
23 **Documents at the Evidentiary Hearing**

24 Notwithstanding the clear prohibition against Plaintiff's retention of the Subject
25 Documents, Plaintiff suggests that he has immunity and is free to use the Subject Documents
26 without limitation because SCL allegedly waived its right to object. Plaintiff is wrong. SCL has
27 not waived any rights in relationship to the Subject Documents.

28 **////**

1 1. Plaintiff's Previous Use of Company Documents in this Litigation,
2 Before His Wrongful Download Was Discovered, Does Not Permit
3 Plaintiff to Continue His Improper Use of the Documents

4 Plaintiff cannot justify his continued use of the Downloaded Documents on the grounds
5 that he improperly attached a few of the documents to prior briefs. Indeed, any prior misconduct,
6 intentional or otherwise, does not relieve Plaintiff from any ethical and/or legal duties moving
7 forward. Plaintiff has not cited any authority for the misguided proposition that, if a party
8 initially gets away with wrongdoing, he may continue his wrongdoing with impunity. Plaintiff's
9 prior use of the Downloaded Documents was improper, and any further use, including at the
10 evidentiary hearing, would be equally impermissible. Two wrongs do not make a right.

11 Plaintiff's prior counsel clearly understood and acknowledged this simple maxim. Upon
12 discovering Plaintiff's possession of company documents, including those attached to prior briefs,
13 Plaintiff's prior counsel did not claim waiver and seek to continue using the documents. To the
14 contrary, Plaintiff's prior counsel promptly agreed to discontinue any further review or use, and
15 suggested the implementation of a protocol to vet the documents. **Exhibits E-G.** Plaintiff's new
16 waiver theory is completely contrary to the position of his prior counsel and, more importantly,
17 also contrary to the law.

18 2. SCL Did Not Intentionally Relinquish a Known Right or Privilege
19 Because SCL Was Not Aware of Plaintiff's Wrongful Document
20 Download When Company Documents Were Initially Introduced

21 A waiver will only occur "where a party knows of an existing right and either actually
22 intends to relinquish the right or exhibits conduct so inconsistent with an intent to enforce the
23 rights as to induce a reasonable belief that the right has been relinquished." *McKeeman v.*
24 *General American Life Ins.*, 111 Nev. 1042, 1048 (1995); *see also Hudson v. Horseshoe Club*
25 *Operating Co.*, 112 Nev. 446, 457 (1996); *Raquepaw v. State of Nevada*, 108 Nev. 1020, 1022
26 (1992) (Waiver requires "an intentional relinquishment or abandonment of a known right or
27 privilege.").

~ ~ Plaintiff cannot meet this exacting standard because he cannot show that SCL was aware

1 of the Downloaded Documents prior to July 8, 2011. Plaintiff refers to the documents attached to
2 his oppositions to SCL's and LVSC's Motions to Dismiss in February – March 2011. When
3 Plaintiff initially introduced these *non*-privileged documents with his opposition briefs, Plaintiff
4 had not yet disclosed that he wrongfully downloaded eleven gigabytes of documents. To the
5 contrary, Plaintiff did not disclose his improper and unauthorized document download until
6 several months later. **Exhibits E-G.** Therefore, , SCL did not and could not knowingly and
7 intentionally waive any rights arising from Plaintiff's wrongful acquisition of documents.

8 SCL also introduced certain *non*-privileged documents with its original Motion to
9 Dismiss, filed in December 2010 that, according to Plaintiff, are among the million plus pages of
10 documents wrongfully acquired by Plaintiff. Opp., p. 6. As SCL has not seen Plaintiff's eleven
11 gigabytes of company documents, it cannot confirm this assertion. But even if SCL's exhibits
12 were also in Plaintiff's possession, SCL's action is not a knowing and intentional waiver of its
13 right to object to Plaintiff's possession and use of *other* company documents.

14 3. **SCL Has Not Waived Any Rights Because Only *Non-Privileged***
15 **Documents Were Introduced in Prior Briefing and Subsequently**
16 **Disclosed**

17 Neither Plaintiff nor SCL has introduced any privileged documents or information in their
18 prior briefs and disclosures. Rather, Plaintiff and SCL introduced only *non*-privileged documents
19 in their prior briefs.

20 Given that only *non*-privileged documents were introduced in prior briefs, no waiver of
21 any kind occurred as a matter of law. See e.g., *Cheyenne Constr., Inc. v. Hozz*, 102 Nev. 308, 312
22 (1986) (Waiver will only be applied where the disclosure itself involves privileged information; a
23 voluntary disclosure of non-privileged information will not be deemed a waiver of any privilege.).
24 The same is true of SCL's identification of certain *non*-privileged documents on its discovery
25 disclosures -- because the identified documents are all *non*-privileged, no waiver occurred by
26 virtue of their disclosure. *Id.*

27 ///

28 ///

1 **IV. CONCLUSION**

2 Nevada has statutory procedures for the discovery of documentary evidence. Plaintiff
3 could and should have followed these statutory procedures, rather than wrongfully downloading
4 documents following his termination. Given that Plaintiff acquired the documents by improper
5 means, contrary to Nevada's discovery statutes, for which Plaintiff makes no attempt to explain,
6 Plaintiff cannot now use the wrongfully acquired documents as though they were properly
7 obtained through discovery.

8 Based on the foregoing, the Court should issue an order prohibiting Plaintiff from using
9 any of the Subject Documents, or the information contained within the Subject Documents, at the
10 evidentiary hearing and during the jurisdictional discovery preceding the hearing, including the
11 documents listed on Plaintiff's disclosure. Alternatively, the Court should adopt the ESI
12 document protocol proposed by Defendants (Exhibit C), so that the parties can vet the Subject
13 Documents and present more information to the Court regarding the contents thereof, and
14 continue the hearing on the Motion until the vetting process is complete.

15 DATED October 11, 2011.

16 
17 Patricia Glaser, Esq. (Pro Hac Vice Admitted)
18 Stephen Ma, Esq. (Pro Hac Vice Admitted)
19 Andrew D. Sedlock, Esq. (NBN 9183)
20 GLASER WEIL FINK JACOBS
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30 *Attorneys for Sands China, Ltd.*

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

3. I currently serve as Director of Human Resources for Venetian Macau Limited ("VML"). I have worked for VML since 2003, and in 2009, I was Director – Payroll & HR Services.

5. Steve Jacobs was hired as a consultant in May 2009 and converted to a permanent employee of VML in July 2009.

7. VML's Confidential Company Information Policy requires that:

8. I presented Jacobs with company policies, including the Confidential Company Information Policy, on two occasions between June and September 2009 through his assistant, Fiona Chan.

1

1 10. Prior to accepting the position of CEO of VML, in or about May 2009, Jacobs
2 was asked to perform consulting work for VML.

3 11. In connection with this work, Jacobs executed an Agreement for Services with
4 VML governing his employment relationship. The Agreement for Services states as follows:

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

11 12. A copy of the Agreement for Services is attached hereto as Exhibit B.

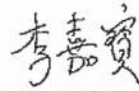
12 13. As CEO of VML, Jacobs expected that all employees abide by company policies,
13 including the Confidential Company Information Policy.

14 14. In fact, Jacobs terminated at least one employee for failing to comply with the
15 Confidential Company Information Policy.

16 15. Following Jacobs' own termination, Jacobs failed to return company documents
17 to SCL or VML as required.

18
19 I declare under penalty of perjury that the foregoing is true and correct.

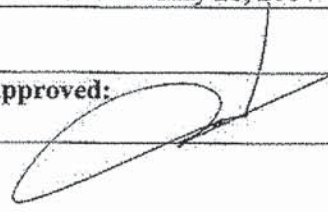
20 DATED this 26 day of August, 2011.

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23 AMY LEE
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EXHIBIT A

POLICIES

Policy Number: <div style="text-align: center;">HR – C04</div>	Effective Date: <div style="text-align: center;">May 26, 2004</div>
Subject: <div style="text-align: center;">Confidential Company Information Policy</div>	
Distribution: <div style="text-align: center;">All Team Members</div>	Approved: 

Policy:

During the course of Team Members' employment with the Company, Team Members may have access to confidential information. The Confidential Company Information Policy of The Venetian Macau Ltd. prohibits the dissemination or misuse of the Company's confidential and/or proprietary information. All Team Members are required to sign a Confidentiality Agreement as a condition of employment.

Dissemination/misuse includes, but is not limited to, any unauthorized disclosure, release, transfer, sale, copy, removal, reproduction, falsification, modification, destruction and deliberate or careless discussion of confidential and/or proprietary information. Additionally, disclosure or misuse includes the discussing or sharing of confidential and/or proprietary information with unauthorized personnel, fellow Team Members, competitors, family, friends or any other outside parties.

Confidential and/or proprietary information includes, but is not limited to, trade secrets, marketing plans, programs and strategies, research analyses, and/or development data, guest and/or supplier information including identities, credit, gaming or ratings information, lists or any other related information, guest and/or Company financial information not publicly disclosed, business plans, personnel plans, personnel files and/or other information regarding Team Members, agents or representatives of the Company, policies and procedures, Company manuals, proprietary computer software programs developed by the Company, Company financial or budget information, organizational charts, any information regarding Team Members and promotional ideas or any items that are unique assets of The Venetian Macau Limited, Venetian Las Vegas or LVSI.

Dissemination/misuse of confidential and/or proprietary information furnished to/or coming to a Team Member's attention, except as necessary for the performance of a Team Member's duties or as required by law, is prohibited and constitutes grounds for disciplinary action up to and including termination. In the event that a Team Member's action constitutes a violation of the law, the matter must be referred to the Company's legal department and HR department who will contact the appropriate agency for handling. Failure to report dissemination or misuse will result in disciplinary action.

Venetian Macau Ltd. Team Members must not disclose to the Company any information that is deemed to be the proprietary or confidential information and/or trade secret of a third party. Confidential and/or proprietary information is to be kept confidential during and subsequent to a Team Member's employment and may not, in any way, be used to benefit the Team Member or any subsequent employer.

To ensure compliance with this policy, the Company requires that all preparers and users of

confidential information take the following steps in preparing and/or distributing confidential information:

- Distribution of confidential information shall be only to specifically authorized individuals.
- A secure method of distribution shall be used. In most instances this means hand delivery to the authorized individual or through return protected secure e-mail.
- Distribution of information pertaining to marketing or to guests shall be copy controlled, with the distributor recording by whom and when each copy was received and then following up on a regular basis to ensure the documents are either returned or destroyed when no longer needed.
- All confidential information shall be protected from unauthorized access. Protection includes locking the information in desks, file cabinets or offices when not being used. Access to the keys to these areas should likewise be controlled.
- The same protection measures described above are to apply to confidential information stored on personal computers. If stored on a hard disk, the personal computer itself should be locked, logged off or password protected or located in an office that can be locked when not in use. CDs, Floppy disks and other storage devices containing confidential information shall likewise be secured when not in use.
- All confidential documents and reports are to be shredded as soon as they are no longer needed (assuming they are not original documents or reports required to be retained as part of Company records).

Upon separation from the Venetian Macao Ltd., all Team Members are required to return all electronic files, CDs, floppy discs, information, reports and documents (including copies) containing any confidential and/or proprietary information to the respective department head.

Limitations to the Policy:

Team Members must not disclose confidential information, either during or after employment, except when authorized by the Company to disclose it to suppliers, customers, or others who have entered into confidentiality agreements with the Company. In addition, Team Members must not disclose any confidential information obtained from the Company's customers, partners, suppliers, and others who furnish information to the Company on a confidential basis, except as provided in such contracts or as necessary to carry out their duties under the contracts.

The Legal Department is to be consulted whenever there are questions about the confidentiality of particular items and/or information. Questions as to who is to be permitted access to confidential information are to be brought to the attention of individual department Directors or divisional Vice Presidents. Any failure to adhere to this policy must immediately be communicated to the Legal Department. Failure to report non-compliance will result in disciplinary action up to and including termination. Any exception or modification to this policy must be approved by the Legal Department.

EXHIBIT B

AGREEMENT FOR SERVICES
("Agreement")

- by and between -

Venetian Macau Limited
("the Company")

- and -

Jacobs, Steve
("Consultant")

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") by and between Venetian Macau Limited ("the Company") and Jacobs, Steve (the "Consultant").

WITNESSETH:

WHEREAS, the Company is a corporation duly organized and existing under the laws of Macau (SAR), and maintains its registered address at Estrada da Baía de N. Senhora da Esperança, s/n, Executive Office, The Cotai Strip™, Taipa, Macau SAR, P.R. China, and the Company is engaged in the business of developing, designing, constructing, equipping, staffing, owning and operating legalized casino(s) in Macau SAR;

WHEREAS, the Consultant represents and warrants to the Company that has the requisite knowledge, ability and experience to assist the Company on senior management issues.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises, representations, understandings, undertaking and agreements hereinafter set forth, the Company and the Consultant hereby covenant and agree as follows:

1. **CONSULTANT SCOPE OF WORK.** During the Term of this Agreement, the Company retains the Consultant to perform, and the Consultant agrees to perform on behalf of the Company, certain consulting and services for the Company's, liaise with all aspects related to senior management issues and other assignments that can be appointed by President and Chief Operating Officer of the parent company, subject to change at the Company's discretion.

2. **COMPENSATION TO CONSULTANT.** For and in complete consideration of the Consultant's full and faithful observance of all of the Consultant's duties under this Agreement, the Company shall pay to the Consultant, and the Consultant shall accept from the Company the professional fee of MOP 28,814.25 per day. The Company will withhold the relevant tax according to the Macau Tax Laws. The Company shall reimbursement of all out of pocket expenses incurred by the consultant and approved by the company.

3. **TERM.** This Agreement shall commence on May 1st, 2009 and shall continue in full force and effect until the Consultant's Services are completed; provided however, the Company may terminate this Agreement at any time, without cause, upon the giving of one (1) week advance notice to the Consultant, by letter or telephone or e-mail. The Consultant will not be allowed to work more than 45 working days in Macau during the period of 6 months.

The Company may opt to hire the Consultant as an employee after termination of the present agreement.

4. **INDEPENDENT CONSULTANT.** The Company and the Consultant hereby covenant and agree that the Consultant shall furnish the Consultant's Services pursuant to this Agreement solely as an independent Consultant and not as an employee or agent of the Company; it is specifically agreed that the Consultant and the Company shall not be deemed to have a relationship other than as an independent Consultant. The Consultant shall have no power or authority to bind the Company to any contract or agreement. All purchase orders and supply contracts shall be executed directly between the Company and the third party vendor.

5. **BUSINESS CONDUCT.** The Consultant acknowledges that the Company's policy is to conduct its business pursuant to high ethical standards. The Consultant agrees that during the performance of the Consultant's Services it shall at all times comply with high standards of professional and ethical business conduct.

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

7. **ASSIGNMENT.** Neither this Agreement nor any rights or obligations hereunder may be assigned, delegated, or otherwise transferred by the Consultant in whole or in part without the prior written consent of the Company, which consent may be unreasonably withheld, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or other successor of the Consultant whether by operation of law or otherwise without such consent. Any attempts so to assign, delegate, or transfer this Agreement or any rights or obligations hereunder without such consent shall be null and void and of no force and effect.

8. **WAIVER.** The Company's failure to enforce or delay in enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. The Company's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

9. **SEVERABILITY.** If any term, provision, covenant, or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

10. **GOVERNING LAW & MISCELLANEOUS PROVISIONS.**

(a) This Agreement is the complete, entire, and exclusive statement of the contract terms between the parties.

(b) This Agreement supersedes any prior understandings, agreements or undertakings between the parties.

(c) This Agreement shall be governed by and interpreted in accordance with the laws of Macau (SAR).

(d) The parties agree to the exclusive jurisdiction of the courts of Macau (SAR) for any legal proceedings related to this Agreement.

(e) The parties agree that the controlling language of this Agreement shall be English. Each party fully understands this Agreement as written in the controlling language of English. If required by the courts of Macau (SAR), the parties agree that the Company may at its option obtain either a Portuguese or Chinese translation of this Agreement.

(f) Each party warrants that it has full power and authority to execute and deliver this Agreement.


(g) No modification of or addition or amendment to this Agreement shall be binding unless agreed to in writing and signed by both the parties.

(h) The Consultant agrees to comply with all laws of Macau.

IN WITNESS WHEREOF, the Company and the Consultant have caused this Agreement to be executed and delivered as of the date and year first above written.

VENETIAN MACAU LIMITED

DATED: _____, 2009

By: 

CONSULTANT

DATED: _____, 2009

By: 

Venetian Macau Limited Agreement

Page 3 of 3

Jacobs, Steve

DECLARATION OF STEPHEN MA

I, STEPHEN MA, under penalty of perjury, state as follows:

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

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

3. I am a partner with the firm of Glaser Weil Fink Jacobs Howard Avchen & Shapiro, LLP, counsel of record for Defendant Sands China Ltd. ("SCL") in this action.

4. I make this Declaration in Support of SCL's Reply in support of Motion *in Limine* to Exclude Documents in Connection With The Evidentiary Hearing Regarding Personal Jurisdiction (the "Reply").

5. On or about July 8, 2011, prior counsel for Jacobs, Colby Williams, acknowledged that Jacobs was in possession of company documents, including but not limited to approximately eleven (11) gigabytes of information (the "Subject Documents"), and that at least some of the Subject Documents contained privileged information. Attached hereto as Exhibit E is a true and correct copy of the July 8, 2011 email from Colby Williams.

6. On or about August 2, 2011, counsel for Las Vegas Sands Corp. ("LVSC") sent a letter to Jacobs' prior counsel confirming the information contained in the July 8, 2011 email, as well as related subsequent discussions. Attached hereto as Exhibit F is a true and correct copy of the August 2, 2011 letter from, Justin C. Jones, counsel for LVSC.

7. On or about August 3, 2011, Jacobs' prior counsel sent a letter to LVSC's counsel in response to the August 2, 2011 letter which confirmed Jacobs' counsel's agreement to cease review of the Subject Documents. Attached hereto as Exhibit G is a true and correct copy of the August 3, 2011 letter from Colby Williams.

8. Attached hereto as Exhibit H is a true and accurate copy of Exhibit A attached to LVSC's Ex Parte Motion for Temporary Restraining Order, Case No. A648484.

9. After Jacobs retained new counsel, counsel for SCL and LVSC made several attempts to meet and confer with Jacobs' counsel regarding, among other things, their

1 respective objections to the non-disclosure and return of the Subject Documents in this action,
2 including but not limited to the following:

3 • On Friday, September 16, 2011, counsel for SCL and LVSC telephoned
4 counsel for Jacobs regarding a proposed stipulation regarding the non-disclosure
5 of the Subject Documents. That same day, counsel for LVSC submitted a draft
6 stipulation for Jacobs' counsel in that regard. Jacobs' counsel rejected the
7 proposed stipulation. A true and correct copy of the September 16, 2011 email
8 from LVSC's counsel to Jacobs' counsel is attached hereto as Exhibit I;

9
10 • On Tuesday, September 20, 2011, after a hearing before the Court
11 regarding LVSC's motion for temporary restraining order, counsel for LVSC and
12 SCL sought to meet and confer with Jacobs' counsel regarding, among other
13 things, (i) the non-disclosure and return of the Subject Documents, (ii) Jacobs'
14 anticipated motion for jurisdictional discovery, and (iii) an ESI protocol that the
15 Court, as stated in the hearing, believed would be developed by the parties. A
16 true and correct copy of relevant excerpts of the September 20, 2011 hearing
17 transcript are attached hereto as Exhibit J;

18
19 • The next day, on Wednesday, September 21, 2011, counsel for SCL
20 telephoned Jacobs' counsel in an effort to meet and confer regarding, among
21 other things, (i) the non-disclosure and return of the Subject Documents, (ii)
22 Jacobs' anticipated motion for jurisdictional discovery, and (iii) a possible ESI
23 protocol to allow SCL and LVSC to review the Subject Documents. Later that
24 evening, at 9:26 p.m., counsel for Jacobs indicated in an email that he was not
25 available to meet and confer on the outstanding issues. A true and correct copy
26 of this e-mail is attached hereto as Exhibit K.

27 10. Thereafter, from September 21 through 25, 2011, Jacobs' counsel continued his
28 failure to respond to the efforts by counsel for LVSC and SCL to conduct meet and confer

1 discussions regarding (i) the non-disclosure and return of the Subject Documents, (ii) Jacobs'
2 anticipated motion for jurisdictional discovery, and (iii) the proposed ESI protocol to allow SCL
3 and LVSC to review the Subject Documents. On September 26, 2011, SCL was forced to file
4 the current Motion in Limine.

5 11. On October 4, 2011, the Court vacated the November 21, 2011 hearing date for
6 the evidentiary hearing regarding personal jurisdiction. In the course of that hearing, the Court
7 indicated that the parties should meet and confer to develop a proper protocol, or one could be
8 developed at the October 13, 2011 hearing on SCL's Motion in Limine. A true a correct copy
9 of relevant portions of the transcript of the October 4, 2011 hearing is attached hereto as Exhibit
10 L.

11 12. After the October 4, 2011 hearing, counsel for SCL and LVSC attempted to meet
12 and confer with Jacobs' counsel regarding the proposed protocol, including but not limited to
13 the following:

14 • On Friday, October 7, 2011, counsel for LVSC emailed Jacobs' counsel a
15 draft protocol for his review. A true and correct copy of the October 7, 2011
16 email and attachment is attached hereto as Exhibit M. Later that day, when
17 counsel for SCL and LVSC telephoned Jacobs' counsel regarding the proposed
18 protocol, Jacobs' counsel claimed that he had not reviewed the protocol and
19 stated that he wanted to have the opportunity to review the protocol over the
20 weekend. A true and correct copy of the proposed protocol is attached hereto as
21 Exhibit C.

22
23 • On Monday, October 10, 2011, counsel for SCL followed up with Jacobs
24 by telephone and email regarding the proposed protocol. Attached as Exhibit N
25 is a true and correct copy of Stephen Ma's October 10, 2011 email.

26
27 • Later that day, on October 10, 2011, Debra Spinelli, counsel for Jacobs,
28 sent an email requesting a time for the parties to discuss the protocol on

1 Thursday, October 13, 2011 the same date as the hearing on the Motion in
2 Limine. Attached as Exhibit O is a true and correct copy of Ms. Spinelli's
3 October 10, 2011 email.

4
5 • In response to Ms. Spinelli's email, counsel for LVSC sent an email to
6 Jacobs' counsel requesting a time for the parties to meet and confer that day in
7 order to discuss the proposed protocol in advance of the hearing scheduled for
8 Thursday, October 13, 2011. Ms. Spinelli replied with an email stating that
9 Jacobs' counsel was not available that day and suggested that the parties conduct
10 such meet and confer discussion "late afternoon" on Tuesday, October 11, 2011
11 due to Mr. Pisanelli's deposition. A true and correct copy of the above October
12 10, 2011 emails are attached hereto as Exhibit D.

13
14 • On Tuesday, October 11, 2011, at 4:01 p.m., counsel for LVSC sent
15 another email to Jacobs' counsel requesting Jacobs' counsel to meet and confer
16 regarding the protocol. A true and correct copy of this October 11, 2011 email is
17 attached hereto as Exhibit P.

18 13. To date, despite numerous efforts by counsel for SCL and LVSC to conduct meet
19 and confer discussions regarding (i) the non-disclosure and return of the Subject Documents, (ii)
20 Jacobs' anticipated motion for jurisdictional discovery, and (iii) the proposed ESI protocol to
21 allow SCL and LVSC to review the Subject Documents, Jacobs' counsel has not participated in
22 any such meet and confer discussions and has not provided any comments to the proposed
23 protocol.

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

25 DATED this 11th day of October, 2011.

26
27 
28 STEPHEN MA

EXHIBIT C

Proposed Document Review Protocol
Draft of October 7, 2011

1. The parties will agree on an ESI vendor. The costs of the ESI vendor for this project will be paid 50% by plaintiff and 50% by defendants. As a condition of retention, the ESI vendor will be required to execute a non-disclosure agreement in a form acceptable to the parties.

2. Within 3 days following the retention of the ESI vendor, Plaintiff's counsel will provide to the ESI vendor all documents received by them from Steve Jacobs, or in his possession, custody or control, and which (a) he obtained while employed by SCL, (b) he obtained while acting as a consultant to LVSC through Vagus Group, or (c) are nonpublic documents created by or transmitted to any person affiliated with LVSC, SCL, VML, or their affiliates. By way of non-limiting example, Plaintiff's counsel will provide to the ESI vendor the 11 gb of data referenced in Mr. Williams' July 8, 2011 email.

3. The ESI vendor shall Bates number the documents and process the documents as TIFF files, along with the following items of searchable metadata/information (where available), as required to make these documents reasonably usable:

A. For Emails:

1. Author
2. Recipient
3. CC
4. BCC
5. Sent Date
6. Subject
7. Text

B. For Other Electronic Files:

1. File name
2. File Type or Extension
3. Author
4. Created Date
5. Modified Date

6. Text

C. For All Documents:

1. Custodian
2. Bates Number Beginning
3. Bates Number Ending
4. Family Range Beginning
5. Family Range Ending

4. TIFF Images should be produced in monochrome single-page format at 300 dpi resolution with Group IV compression and named by the Bates number each image represents. Images should be labeled with unique filenames, zero-padded and with no spaces, which are unique and match the Bates number stamped on the image. In addition to any other reasonable formatting, images should contain "speaker's notes" for MS PowerPoint files, hidden pages/columns/rows/text with any substantive content for MS Excel files and "tracked changes" for any MS Word documents.

5. Searchable metadata described above should be produced in a fully loaded Concordance Version 8 or Version 10 database or as a Concordance Version 8 or Version 10 compatible load file (i.e. DAT) with an Opticon image cross reference file (.OPT), which provides for the image range of each record. Text may be delivered separate from the database or load file, provided that it is delivered as separate text files which are named with the same Bates number name as the image files and delivered in the same folder as its related image files.

6. At the same time as the delivery of documents described in paragraph 2, Plaintiff's counsel will supply the ESI vendor a list of names of the attorneys and their staff who have represented Mr. Jacobs in connection with this matter. The ESI vendor will search the documents and generate a schedule of all documents sent to or from any of the individuals on the plaintiff's list. Plaintiff's counsel may obtain a copy of such documents from the ESI vendor. Within 5 days of the ESI vendor's production of the schedule, Plaintiff's counsel shall notify Defendant's counsel of those documents claimed to be privileged. Defendants reserve the right to challenge any such privilege claim.

7. With respect to all other documents, within 5 days of the notification by Plaintiff's counsel of any privilege claim, the ESI vendor shall either make the documents available on its platform for review by Defendants' counsel or provide a copy of the load files to Defendant's counsel. Notwithstanding the foregoing, Defendants may request specific and individual records to be delivered in a different form, including, but not limited to, native form.

8. Within 45 days of the delivery of the copy by the ESI vendor, Defendants shall serve on Plaintiff's counsel a schedule identifying those documents that Defendants

contend should not be reviewed or used by Plaintiff or his counsel, along with a brief identification of the grounds for such contentions listed separately for each document (Defendant's Schedule). Defendants reserve the right to assert any grounds, including by non-limiting example attorney-client and work product privileges, trade secrets, protected status under the Macau Personal Data Protection Act, and wrongful obtaining and/or possession of the document. Plaintiff reserves the right to contest such assertions through the process described below.

9. Within 5 days of service of Defendant's Schedule, the parties shall meet and confer in good faith to narrow any disagreements they may have with respect to the documents on the schedule.

10. Within 10 days of service of Defendant's Schedule, Plaintiff's counsel shall identify those documents on the schedule that they wish to review prior to the evidentiary hearing on SCL's motion to dismiss for lack of personal jurisdiction (Plaintiff's Schedule).

11. Within 7 days of service of Plaintiff's Schedule, Defendants shall file a motion for protective order and/or other relief with respect to those documents on Plaintiff's Schedule as it elects. Plaintiff may file an opposition to Defendant's motion within 14 days, and Defendants may file a reply within 7 days following the opposition.

12. Subsequent to the lifting of the stay by the Nevada Supreme Court, the parties shall discuss a process for briefing and Court decision with respect to documents on Defendant's Schedule that were not addressed by the Court in connection with the jurisdictional discovery hearing.

13. Plaintiff and his counsel agree not to review, use, or disseminate any of the documents described in paragraph 2, except (a) as determined by the Court, provided, however, that such review, use, or dissemination shall not commence for 10 days following the Court's ruling(s) in order to preserve Defendant's right to seek appellate review (except if and to the extent Defendants notify Plaintiff that they do not intend to seek such appellate review); (b) documents on Plaintiff's privilege log, (c) documents not on Defendants' Schedule.

14. Defendants reserve all rights to assert additional claims, and to seek additional remedies or relief, with respect to the documents described in paragraph 2. Plaintiff reserves all rights to oppose any such claims, remedies, or relief.

EXHIBIT D

Stephen Ma

From: Debra Spinelli [dls@pisanellibice.com]
Sent: Monday, October 10, 2011 6:50 PM
To: Steve Peek; Stephen Ma
Cc: James Pisanelli; Patricia Glaser; Todd Bice
Subject: RE: ESI Protocols for Jacobs Documents

Dear Steves (I just made myself giggle) –
Tonight doesn't work. Let's shoot for tomorrow. Likely late afternoon because of Jim's depo. I'll keep you posted.
Thanks,
Debbie

From: Steve Peek [mailto:S.Peek@hollandhart.com]
Sent: Monday, October 10, 2011 2:39 PM
To: Debra Spinelli
Cc: Stephen Ma; James Pisanelli; Patricia Glaser; Todd Bice
Subject: Re: ESI Protocols for Jacobs Documents

Jim and Debra:

Can we find a time speak this evening? As Steve stated we would like to follow the court's direction and have something in place - either agreed or competing protocols - to present to the court on Thursday.

Sent from my iPad
J. Stephen Peek

On Oct 10, 2011, at 1:50 PM, "Debra Spinelli" <dls@pisanellibice.com> wrote:

Steve ---

I just left you a bit of a rambling voicemail. Jim is in depo prep with several witnesses today in a different matter. His meetings go into the evening. And, he is in depositions tomorrow and Wednesday. Can we set up a time to discuss the protocol on Thursday? We have substantial revisions to the document you sent on Friday, and are still going through it.

Also, I am not sure if you had been in touch with the court regarding the hearing on the motion in limine. If you haven't, I will. But, I wanted to touch base with you first.

Thanks,

Debbie

EXHIBIT E

Justin Jones

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

Dear Justin/Steve,

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

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

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

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

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

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

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

Have a good weekend.

Regards,
Colby

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

EXHIBIT F



August 2, 2011

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

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

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

Dear Mssrs. Campbell and Williams:

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

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

Holland & Hart

Phone (702) 669-4600 Fax (702) 669-4650 www.hollandhart.com

9555 Hillwood Drive 2nd Floor Las Vegas, NV 89134

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

August 02, 2011

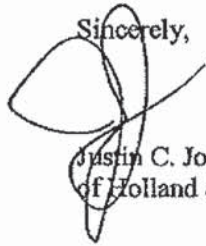
Page 2

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

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

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

Sincerely,

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

Justin C. Jones
of Holland & Hart LLP

JCJ

EXHIBIT G



CAMPBELL
& WILLIAMS
ATTORNEYS AT LAW

VIA E-MAIL

August 3, 2011

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

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

Dear Justin:

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

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

1. This is an accurate statement.

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

700 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101
PHONE: 702/382-5222
FAX: 702/382-0540

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

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

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

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

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

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

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

Very truly yours,

CAMPBELL & WILLIAMS


J. Colby Williams, Esq.

JCW/

EXHIBIT "A"

EXHIBIT "A"



CAMPBELL
& WILLIAMS
ATTORNEYS AT LAW

VIA E-MAIL

August 3, 2011

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

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

Dear Justin:

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

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

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

700 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101
PHONE: 702/392-5222
FAX: 702/392-0540

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

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

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

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

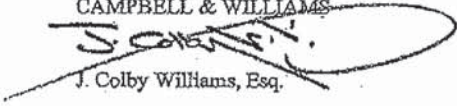
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6. You are correct that we are unable to agree to stipulate to allow one or both Defendants to amend the counterclaim to assert a cause of action relating to Steve's possession of the subject documents. As we explained, our inability to agree is not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

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

Very truly yours,

CAMPBELL & WILLIAMS


J. Colby Williams, Esq.

JCW/

EXHIBIT "B"

EXHIBIT "B"

BUSINESS COURT CIVIL COVER SHEET

County, Nevada

A-11-648484-B

Case No.

(Assigned by Clerk's Office)

XI

I. Party Information

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

Attorney (name/address/phone):

Justin C. Jones, Esq./Holland & Hart LLP

9555 Hillwood Drive, 2nd Floor, Las Vegas, NV

(702-669-4600)

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

Attorney (name/address/phone):

II. Nature of Controversy

☐ Arbitration Requested

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

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

Sept. 16, 2011
Date

Signature of initiating party or representative

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

1. **COMPB**

2. J. Stephen Peek, Esq.
3. Nevada Bar No. 1759
4. Justin C. Jones, Esq.
5. Nevada Bar No. 8519
6. Brian G. Anderson, Esq.
7. Nevada Bar No. 10500
8. HOLLAND & HART LLP
9. 9555 Hillwood Drive, 2nd Floor
10. Las Vegas, Nevada 89134
11. (702) 669-4600
12. (702) 669-4650 - fax
13. speek@hollandhart.com
14. jcjones@hollandhart.com

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

16. **DISTRICT COURT**

17. **CLARK COUNTY, NEVADA**

18. LAS VEGAS SANDS CORP., a Nevada
19. corporation,

20. Plaintiff,

21. v.

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

26. Defendants.

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

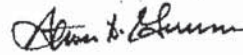
27. **COMPLAINT**

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

31. **PARTIES**

32. 1. Plaintiff LVSC is a Nevada corporation.

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


CLERK OF THE COURT

1 3. Upon information and belief, Defendant Vagus Group, Inc. ("Vagus") is a
2 Delaware corporation which at all times relevant hereto was and is doing business in Clark
3 County, Nevada.

4 4. Defendants Does I through X and Roe Corporations XI through XX are persons
5 or entities whose acts, activities, misconduct or omissions make them jointly and severally liable
6 under the claims for relief as set forth herein. The true names and capacities of the Doe
7 Defendants and Roe Corporate Defendants are presently unknown, but when ascertained,
8 Plaintiff requests leave of the Court to amend the Complaint to substitute their true names and
9 capacities.

10 GENERAL ALLEGATIONS

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

21 *Jacobs Performs Consulting Work for LVSC.*

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

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

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

1 9. Specifically, the Vagus Consulting Agreement states:

2 **Confidentiality**

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

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

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

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

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

18 13. The Agreement for Services states:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 **FIRST CLAIM FOR RELIEF**

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

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

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

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

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

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

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

2 **SECOND CLAIM FOR RELIEF**

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

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

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

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

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

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

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

23 **THIRD CLAIM FOR RELIEF**

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

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

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

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

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

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

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

13 PRAYER FOR RELIEF

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

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

17 2. For punitive damages;

18 3. For attorneys' fees and costs;

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

22 ///

23 ///

24 ///

25 ///

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27 ///

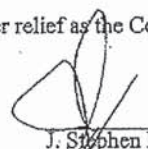
28 ///

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

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

DATED September 16, 2011.



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

Attorneys for Defendant Las Vegas Sands Corp.

EXHIBIT "C"

EXHIBIT "C"

1 **ORDER**

2 J. Stephen Peek, Esq.
3 Nevada Bar No. 1759
4 Brian G. Anderson, Esq.
5 Nevada Bar No. 10500
6 HOLLAND & HART LLP
7 9555 Hillwood Drive, 2nd Floor
8 Las Vegas, Nevada 89134
9 (702) 669-4600
10 (702) 669-4650 - fax
11 speek@hollandhart.com
12 bganderson@hollandhart.com

13 *Attorneys for Plaintiff*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

18 Plaintiff,

19 v.

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

24 Defendants.

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

INTERIM ORDER

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

Holland & Hart LLP
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Las Vegas, Nevada 89134

1 the issuance of an Interim Order. Therefore,

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

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

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

15 DATED this _____ day of September, 2011.

16
17 _____
18 DISTRICT COURT JUDGE

19 Respectfully submitted by:

Approved to form/content:

20 DATED this ____ day of September, 2011

DATED this ____ day of September, 2011

21 HOLLAND & HART LLP

PISANELLI BICE PLLC

22
23 _____
24 J. Stephen Peek, Esq.
25 Brian G. Anderson, Esq.
26 9555 Hillwood Drive, Second Floor
27 Las Vegas, Nevada 89134

28 *Attorneys for Plaintiff*

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

Attorneys for Defendants

EXHIBIT "D"

EXHIBIT "D"

Andrew Sedlock

From: Kimberly Peets [kap@pisanellibice.com]
Sent: Friday, September 23, 2011 7:47 PM
To: Patricia Glaser; Stephen Ma; Andrew Sedlock; speak@hollandhart.com;
jcjones@hollandhart.com; bganderson@hollandhart.com
Cc: James Pisanelli; Todd Bice; Debra Spinelli; Sarah Elsdon
Subject: Jacobs v. Sands
Attachments: Jacobs First Supplemental Disclosures.pdf; Jacobs Witness & Exhibit List for Evidentiary Hearing.pdf

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

Thank you,

Kim

Kimberly A. Peets
Legal Assistant to James J. Pisanelli
and Debra L. Spinelli
PISANELLI BICE PLLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas, Nevada 89169
tel 702.214.2113
fax 702.214.2101



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1 **LIST**

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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

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5 3883 Howard Hughes Parkway, Suite 800

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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
through X; and ROE CORPORATIONS
I through X,

16 Defendants.

17 AND RELATED CLAIMS
18

Case No.: A-10-627691

Dept. No.: XI

PLAINTIFF STEVEN C. JACOBS'
WITNESS AND EXHIBIT LIST FOR
THE EVIDENTIARY HEARING ON
NOVEMBER 21, 2011

19 Plaintiff Steven Jacobs ("Jacobs") hereby identifies witnesses and exhibits for the
20 evidentiary hearing currently scheduled for November 21, 2011, at 9:00 a.m., in the
21 above-referenced Court, the following:

22 **A. WITNESSES**

- 23 1. Michael A. Leven
24 c/o Holland & Hart
25 9555 Hillwood Drive, Second Floor
Las Vegas, NV 89134
26 and c/o Glaser Weil Fink Jacobs
Howard Auchen & Shapiro
27 3763 Howard Hughes Parkway, Suite 300
Las Vegas, NV 89169
28

1 Mr. Levin simultaneously served as President and COO of Las Vegas Sands Corp.
2 ("LVSC") and CEO of Sands China Ltd. ("Sands China") (among other titles) and is expected to
3 testify as to his activities in Nevada on behalf of Sands China, the transfer of funds from Sands
4 China to Nevada, and directives given from Nevada for activities and operations in Macau
5 including directives from Sheldon G. Adelson.

- 6 2. Sheldon G. Adelson
7 c/o Holland & Hart
8 9555 Hillwood Drive, Second Floor
9 Las Vegas, NV 89134
10 and c/o Glaser Weil Fink Jacobs
11 Howard Achen & Shapiro
12 3763 Howard Hughes Parkway, Suite 300
13 Las Vegas, NV 89169

14 Mr. Adelson simultaneously serves as Chairman of the Board of Directors and CEO of
15 LVSC and Chairman of the Board of Directors of Sands China and is expected to testify as to his
16 activities in Nevada on behalf of Sands China, the transfer of funds from Sands China to Nevada,
17 and directives he gave from Nevada for activities and operations in Macau.

- 18 3. Kenneth J. Kay
19 c/o Holland & Hart
20 9555 Hillwood Drive, Second Floor
21 Las Vegas, NV 89134
22 and c/o Glaser Weil Fink Jacobs
23 Howard Achen & Shapiro
24 3763 Howard Hughes Parkway, Suite 300
25 Las Vegas, NV 89169

26 Mr. Kay is LVSC's Executive Vice President and CFO and is expected to testify as to his
27 activities in the funding efforts for Sands China, and directives given by Mr. Adelson, Mr. Leven
28 and other Nevada-based executives for activities and operations in Macau.

- 29 4. Robert G. Goldstein
30 c/o Holland & Hart
31 9555 Hillwood Drive, Second Floor
32 Las Vegas, NV 89134
33 and c/o Glaser Weil Fink Jacobs
34 Howard Achen & Shapiro
35 3763 Howard Hughes Parkway, Suite 300
36 Las Vegas, NV 89169

1 Mr. Goldstein is LVSC's President of Global Gaming Operations and is expected to testify
2 as to his role in international marketing and development for Sands China, and directives given by
3 Mr. Adelson, Mr. Leven and other Nevada-based executives for activities and operations in
4 Macau.

- 5 5. Larry Chu
6 c/o Holland & Hart
7 9555 Hillwood Drive, Second Floor
8 Las Vegas, NV 89134
9 and c/o Glaser Weil Fink Jacobs
10 Howard Avchen & Shapiro
11 3763 Howard Hughes Parkway, Suite 300
12 Las Vegas, NV 89169

13 Mr. Chu is the Senior Vice-President of international marketing for LVSC and is expected
14 to testify as to international marketing for Sands China, as well as directives given from Nevada
15 for activities and operations in Macau relating to joint marketing efforts and sharing of customers.

16 6. NRCP 30(b)(6) designees for LVSC and Sands China in the event that the above
17 witnesses claim a lack of memory or knowledge concerning activities within their authority;

- 18 7. Plaintiff Steven Jacobs
19 c/o Pisanelli Bice PLLC
20 3883 Howard Hughes Parkway, Suite 800
21 Las Vegas, NV 89169

22 Mr. Jacobs is expected to testify as to his activities in Nevada on behalf of Sands China,
23 the transfer of funds from Sands China to Nevada, directives he was given from Nevada
24 executives for activities and operations in Macau, including directives from Mr. Adelson and
25 Mr. Leven.

- 26 8. Any and all witnesses identified by any and all other parties to this action.

27 **B. EXHIBITS**

- 28 1. Sands China's Equity Award Plan (Bates Nos. SJ000028-SJ000066);
2. Agreement for Services by and between Venetian Macau Limited and Steven
Jacobs, effective May 1, 2009 (Bates Nos. SJ000001-SJ000003);
3. Correspondence from Venetian Macau Limited to Steven Jacobs, dated June 16,
2009 (Bates Nos. SJ000004-SJ000006);

1 4. Correspondence from Sheldon Adelson to Steven Jacobs, dated June 24, 2009, and
2 attached Nonqualified Stock Option Agreement (Bates Nos. SJ000007-SJ000014);

3 5. Correspondence from Venetian Macau Limited to Steven Jacobs, dated July 3,
4 2009 (Bates Nos. SJ000015-SJ000016);

5 6. Steven Jacobs – Offer Terms and Conditions, dated August 3, 2009 (Bates
6 No. SJ000017);

7 7. Email string by and between Gayle Hyman, Michael Leven, and Steven Jacobs,
8 dated August 6, 2009 (Bates No. SJ000018);

9 8. Email from Gayle Hyman to Steven Jacobs and Bonnie Bruce, dated August 7,
10 2009, and attached SEC identification form (Bates Nos. SJ000019-SJ000024);

11 9. SEC Form 3, filed September 14, 2009 (Bates Nos. SJ000025-SJ000027);

12 10. Sands China's Global Offering, dated November 16, 2009 (Bates
13 Nos. SJ000287-SJ000320);

14 11. Sands China's Global Offering, dated November 16, 2009 (Bates
15 Nos. SJ000321-SJ000762);

16 12. LVSC's Annual Report 2010 (Bates Nos. SJ000763-SJ000926);

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

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

24 15. Email string by and between Steven Jacobs and Michael Leven, dated March 5-6,
25 2010 (Bates No. SJ000930);

26 16. Email string by and between Steven Jacobs and Kenneth Kay, dated March 18,
27 2010 (Bates No. SJ000931);

1 17. LVSC's Form 10-Q quarterly report for the period ending March 31, 2010 (Bates
2 Nos. SJ000132-SJ000197);

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

7 19. Sands China's Retirement of Executive Director, dated April 10, 2010 (Bates
8 No. SJ000934);

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

11 21. Sands China's Written Resolution of the Remuneration Committee of the Board of
12 Directors of the Company, dated May 10, 2010 (Bates Nos. SJ000198-SJ000201);

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

15 23. Correspondence from Toh Hup Hock to Steven Jacobs, dated July 7, 2010 (Bates
16 Nos. SJ000202-SJ000209);

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

19 25. Correspondence from Sheldon Adelson to Steve Jacobs, dated July 23, 2010
20 (Bates No. SJ001176);

21 26. Sands China's Appointment of Executive Director, dated July 28, 2010 (Bates
22 Nos. SJ000943-SJ000944);

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

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

27 29. LVSC's Form 8-K for the period ending September 14, 2010 (Bates
28 Nos. SJ000210-SJ000278);

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

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

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

8 33. Sands China's Date of Board Meeting, dated August 17, 2011 (Bates
9 No. SJ000989);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 51. LVSC's Code of Business Conduct and Ethics (Bates Nos. SJ001149-SJ001162);
28

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3883 HOWARD HUGHES PARKWAY, SUITE 800
LAS VEGAS, NEVADA 89169

1 52. LVSC's Board of Directors Corporate Governance Guidelines (Bates
2 Nos. SJ001163-SJ001175);

3 53. Any and all documents produced/discovered in response to the discovery requested
4 by Jacobs in his pending Motion to Conduct Jurisdictional Discovery, filed on September 21,
5 2011 (per this Court's request), and set to be heard on October 27, 2011, at 9:00 a.m.; and

6 54. Any and all documents identified by any and all other parties to this action.

7 DATED this 23rd day of September, 2011.

8 PISANELLI BICE PLLC

9
10 By: 

11 James J. Pisanelli, Esq., Bar No. 4027
12 Todd L. Bice, Esq., Bar No. 4534
13 Debra L. Spinelli, Esq., Bar No. 9695
14 3883 Howard Hughes Parkway, Suite 800
15 Las Vegas, Nevada 89169

16 Attorneys for Plaintiff Steven C. Jacobs
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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 23rd day of September, 2011, I caused to be sent via email and United States Mail, postage prepaid, true and correct copies of the above and foregoing PLAINTIFF STEVEN C. JACOBS' WITNESS AND EXHIBIT LIST FOR THE EVIDENTIARY HEARING ON NOVEMBER 21, 2011 properly addressed to the following:

Patricia Glaser, Esq.
Stephen Ma, Esq.
Andrew D. Sedlock, Esq.
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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
corporation; SANDS CHINA LTD., a
14 Cayman Islands corporation; DOES I
through X; and ROE CORPORATIONS
15 I through X,

16 Defendants.

17 AND RELATED CLAIMS
18

Case No.: A-10-627691

Dept. No.: XI

**PLAINTIFF STEVEN C. JACOBS'
SUR-REPLY IN SUPPORT OF
OPPOSITION TO SANDS
CHINA LTD.'S MOTION IN LIMINE**

Hearing Date: October 13, 2011

Hearing Time: 9:00 a.m.

19
20 **I. INTRODUCTION**

21 Despite the late nature of this filing, Plaintiff Steven C. Jacobs ("Jacobs") cannot simply
22 let Sands China's reply go unaddressed. In one document, Sands China reversed its previously
23 stated position on facts and law. The basis for the motion in limine as stated in Sands China's
24 opening motion is entirely different from the stated basis for the same motion in its reply.
25 Thousands of pages of privileged and confidential documents that resulted in fervent (though
26 meritless) accusations of ethical and criminal conduct suddenly turned into a few non-privileged
27 communications of no moment to the motion in limine. What in the world? Maybe Sands
28 China's latest about-face could have been eliminated if Sands China had followed our local rules

1 and actually held a meet and confer *on the issue of the motion in limine*. But, it did not. So,
2 Jacobs and this Court are left to try to figure out the basis for a motion in limine (that is actually a
3 motion for injunctive relief), which has turned into a brief trying to argue around Sands China's
4 waiver. The persistence and passion for a position, any position, could be admirable under
5 different circumstances. Here, however, Sands China and LVSC are seeking an outcome. And,
6 they are trampling all over the rules, the law, and their ethical duties of candor to do so. The
7 motion in limine should be denied.

8 II. DISCUSSION

9 A. Sands China Failed to Adhere to Local Rules of This Court.

10 Eighth Judicial District Court Rule 2.47, entitled "Motions in limine," expressly provides,
11 in pertinent part, that:

12 Motions in limine may not be filed unless an unsworn declaration
13 under penalty of perjury or affidavit of moving counsel is attached to
14 the motion after a conference or a good faith effort to confer, counsel
15 have been unable to resolve the matter satisfactorily. . . .Moving
counsel must set forth in the declaration/affidavit what attempts to
resolve the matter were made, what was resolved, what was not
resolved, and the reasons therefore.

16 E.D.C.R. 2.47(c). The Affidavit of Andrew D. Sedlock attached to Sands China's Motion does
17 not contain any testimony regarding a meet and confer prior to filing the motion in limine. (Mot.
18 p. 3.) All Sands China's counsel was concerned about at that time was getting the Motion heard
19 on shortened time. (*Id.*)

20 Sands China's counsel must have only recently realized its failure to comply with local
21 rules, as reflected by the sudden, out-of-the-blue, frantic flurry of calls and emails starting in the
22 afternoon on Friday, October 7, 2011, and culminating in the bizarre telephone conference with
23 the Court on October 11, 2011. Now, Sands China's counsel is making things up. In order to
24 cover the fact that it violated this Court's local rule 2.47, Sands China claims the following efforts
25 to hold a meet and confer on the motion in limine, barely a word of which is true:

- 26 • On September 16, 2011, after this Court advised LVSC that it could not act on
27 LVSC's discovery-related motions, *LVSC's* counsel's first alleged that it
28 "attempt[ed] to meet and confer." This "effort" consisted of an e-mail demanding

1 that Jacobs – within less than a 2 hour window – stipulate and agree that an
2 injunction be issued against him, precluding him from disclosing or using his
3 documents. (Decl. of Stephen Ma ("Ma Decl.") ¶ 9, attached to Reply; Ex. I to
4 Sands China's Reply ("Stipulation And Order Enjoining Plaintiff's Disclosure Of
5 Protected Documents And Information")). If this can even be deemed a "meet and
6 confer," it was a meet and confer by *LVSC* before *LVSC* filed a separate action
7 and its TRO Application hours later; not Sands China's motion in limine.

- 8 • Sands China then states that on September 20, 2011, its supposed "meet and
9 confer" was a spontaneous conference outside the courtroom, after the hearing on
10 LVSC's TRO Application. (Ma Decl. ¶ 9.) During the hearing, this Court told the
11 parties that Mr. Williams' July 8, 2011 suggested proposal was reasonable and she
12 suggested the parties enter into such an agreement. This ad hoc conference was
13 unrelated to the motion in limine that came 6 days later. (Decl. of James J.
14 Pisanelli ("Pisanelli Decl.") ¶ 4, attached hereto as Ex. 1.) Notably, during this
15 chat, Sands China's counsel stated that she did not know what July 9, 2011
16 protocol the Court was talking about, and had to be shown the document by Jacobs'
17 "new" counsel. (*Id.*) A motion in limine was never mentioned. (*Id.*)
- 18 • Sands China then claims that a September 21, 2011 call from its counsel and
19 Jacobs' counsel's return e-mail was in response to this Court's order to meet and
20 confer prior to filing *motions to conduct jurisdictional discovery*. (Pisanelli Decl.
21 ¶ 5.) The meet and confer process for that motion ended up to be entirely
22 unproductive since Sands China never veered from its stance that Jacobs was not
23 entitled to any jurisdictional discovery. (*Id.*) There was no mention of any motion
24 in limine. (*Id.*) And, there wasn't a mention because it was not the intent of Sands
25 China's counsel to meet and confer regarding the motion in limine.

26 Similar to the odd phone conference to this Court on October 11 (which, for the record,
27 was never suggested nor requested by Jacobs' counsel), Jacobs has absolutely no idea what "meet
28 and confer" attempts Sands China made from September 21 through September 25 that were

1 allegedly ignored. (Pisanelli Decl. ¶ 6.) While Sands China may feel that it was "forced to file"
2 the motion in limine, (Ma Decl. ¶ 10), this does not mean that Sands China adhered to the meet
3 and confer rule requirements before doing so. In fact, Sands China did not. (Pisanelli Decl. ¶¶ 5-
4 6.) As the Court stated during the October 12, 2011 telephone call, for this reason, the motion in
5 limine should be denied.

6 **B. Jacobs' Employment Agreement with LVSC.**

7 Sands China claims that Jacobs is making "much ado" about the Term Sheet that dictates
8 the terms of Jacobs' employment with LVSC. (Reply, 4:22-24.) While Sands China may
9 characterize it as "a short form statement of material deal points," LVSC's executives have
10 informed the public and analysts that the Term Sheet is the sole and exclusive contract between
11 LVSC and Jacobs. (Ex. B to Opp'n.) Neither Sands China nor LVSC can ignore that.

12 In contrast, Sands China claims that Jacobs "makes no mention" of VML company
13 policies or the consulting agreement between VML and Vagus Group because they are "fatal" to
14 his arguments. (Reply, 10:13-16.) Not the case. First, neither VML nor Vagus Group is a party
15 to this action. And, Sands China does not have standing to assert or enforce any claimed rights on
16 behalf of its subsidiary, VML – whether it relates to disputed contract provisions, any false
17 allegations the provisions were not complied with, or any company policy that VML may believe
18 that Jacobs was bound by. *E.g., EMI v. Bennett*, 738 F.2d 994 (9th Cir. 1984). Even if Sands
19 China did have standing to assert and enforce its subsidiary's claimed rights, Sands China has its
20 facts all wrong. Specifically, Sands China's statements that Jacobs never objected to VML's
21 company policies and was bound thereby are flatly untrue.¹

22 Jacobs never executed nor agreed to be bound by VML's company policies. (Jacobs Supp.
23 Decl. ¶¶ 2-5, on file with the Court, attached hereto as Ex. 2 for the Court's convenience.) This
24 was known by Antonio Ramirez, Assistant General Counsel for VML, Former General Counsel

25 _____
26 ¹ Sands China's chosen declarant, Amy Lee testifies "to my knowledge" Jacobs did not
27 object. But, Ms. Lee has no personal knowledge. (Decl. of Amy Lee, attached to Sands China's
28 Reply.) Due to the nature of Jacobs' executive position with LVSC, Sands China should obtain
the testimony of LVSC and Sands China executives with whom Jacobs actually discussed topics
relevant to his employment. Offering testimony of people without any personal knowledge is of
no use to any debate and is a waste of time.

1 with Sands China, Luis Melo, and LVSC's President, COO and Board Member, Michael Leven
2 ("Leven"), with whom Jacobs' discussed his refusal to be bound by a VML policy because he was
3 not a VML employee. (*Id.* ¶¶ 3-5.) Indeed, Leven told Jacobs that he did not need to sign the
4 VML policies and subsequently negotiated and entered into the Term Sheet.² (*Id.* ¶ 5.)
5 Regardless of whether Sands China's counsel wishes to argue contrary to the facts and/or refuses
6 to elicit testimony from individuals with knowledge, the actual facts and only admissible evidence
7 is clear.

8 Finally, the July 3, 2010 Letter Agreement with VML (aka the "Side Letter") includes a
9 confidentiality provision. It does not include a provision dictating the return of any documents in
10 Jacobs' possession. Moreover, the very terms of the Side Letter provide that:

- 11 • all "understand[] that [Jacobs is] currently discussing [his] employment
12 contractual terms with the parent company Las Vegas Sands Corp.,"
- 13 • all agree that Jacobs' employment "will be ruled exclusively by the terms and
14 conditions forming part of an employment agreement being currently negotiated
15 and to be agreed upon and executed in due time,"
- 16 • the employment agreement then being negotiated "shall replace and supersede in
17 its entirety" all preceding agreements; and
- 18 • the preceding agreements were each entered into for "sole and exclusive
19 purpose[s]," contained "non-binding and non-enforceable provisions," and "cannot
20 be used for any other purposes whatsoever."

21 It cannot get much clearer than that. If Sands China wants to enter into a stipulated
22 confidentiality and protective order, it should so propose. But, Sands China is not entitled to
23

24 ² Sands China cites to a few cases for the proposition that an employee is bound by a
25 company policy even if he refuses to sign the policy or an acknowledgement of the policy if the
26 employee continues to work. (Reply 10:19-28.) It is telling that Sands China makes these
27 arguments about refusal to sign policies *and* yet offers a declaration of a witness without
28 knowledge claiming that Jacobs never objected to the policies. In any event, the cases do not
apply here because (1) not only did Jacobs object and refuse to sign, (2) but he also spoke to
Leven about the inapplicability of the policy, received acknowledgement that Jacobs did not need
to sign the inapplicable policies; and (3) subsequently entered into the Term Sheet, which all
agree dictate the terms of Jacobs' employment with LVSC. (Jacobs Supp. Decl. ¶¶ 4-6.)

1 compel Jacobs to return his documents, and has absolutely no valid basis to preclude Jacobs from
2 using his documents in this action. Simply, neither Sands China nor LVSC bargained for such a
3 term.

4 **C. Sands China's About Face is Transparent.**

5 Sands China knows exactly what documents it accuses Jacobs of improperly taking with
6 him when he was surprisingly (and wrongfully) terminated on July 23, 2011. The after-the-fact,
7 manufactured distinction between "Work Documents" and "Downloaded Documents" (all of
8 which were previously referred to as "Stolen Documents") is laughable in its obviousness. Sands
9 China attempts to distinguish the documents Jacobs obtained in the ordinary course of his duties
10 because it is fearful that its inaction for months has resulted in waiver. The distinction allows
11 Sands China to avoid not only the guiding law on waiver, but also how perfectly the facts of this
12 case are aligned with the facts of those cases.

13 There are, however and of course, numerous flaws in Sands China's latest tactic: it
14 requires reversing positions that were the stated basis of Sands China's opening brief for its
15 motion in limine. These include:

- 16 • Sands China's counsel argued that Jacobs' counsel's has no "compunction with
17 violating basic ethical rules and professional standards" by "disclos[ing]. . .
18 nearly one thousand (1000) pages of documents, many of which were among
19 those contained in the eleven gigabytes of stolen information." (Mot. 6:27-
20 7:4.) The "one thousand pages" ended up to be documents from the internet
21 and a few emails in the public record. Sands China has never stated that it and
22 its counsel were wrong. They both hope no one remembers. We do.
- 23 • In Sands China's opening motion, the few emails that Jacobs *and* Sands China
24 attached to their briefs on Sands China's motion to dismiss, and identified in a
25 supplemental disclosure by Jacobs were "attorney-client and privileged
26 communications." (E.g., Mot. 4:11-14, 10:19-20, 11:21-23, 26-28). LVSC
27 filed a motion for sanctions based upon these "privileged" communications.
28 Counsel for both LVSC and Sands China stood up in open court accusing

1 Jacobs and his "new counsel" of unethical and even criminal behavior related
2 to these "stolen" and privileged communications. Now, in Reply, those same
3 communications morphed into something entirely different. According to
4 Sands China's newest position is that "none of the documents attached to prior
5 briefing, and listed on disclosures are privileged, and the use of a *non*-
6 privileged document does not, as a matter of law, constitute a waiver. (Reply,
7 5:15-17) (emphasis in original). Sands China must hope that no one read or
8 remembers its opening motion or its statements in open court. We read it and
9 we remember.

10 Does Sands China seek in limine to preclude the use and exclude the admission of Jacobs'
11 documents based upon its representations and argument in its motion? Or, does Sands China
12 seek in limine to preclude the use and exclude the admission of the *very same documents* based
13 upon the new and opposite representations and arguments in its Reply? Will Sands China have a
14 new theory at the hearing? Time will tell. In any event, its position is frivolous.

15 **D. Sands China's and LVSC's Proposed Protocol is Equivalent to the Injunctive**
16 **Relief They Have Been Repeatedly Denied.**

17 Finally, Sands China claims to be a victim of delay and obstruction on the part of Jacobs
18 related to a protocol to review and index Jacobs' documents. Rather expectedly at this point, none
19 of this is true. As this Court has stated, Jacobs, through Mr. Williams, suggested a protocol on
20 July 8, 2011. LVSC and Sands China refused to discuss or negotiate a protocol, for months
21 demanding instead the return of all documents. One business day prior to filing its Application
22 for TRO in a new and separate action, LVSC suggested a protocol that required Jacobs to agree to
23 enjoin himself from using and his counsel from reviewing all of his documents. As anyone could
24 have and should have expected, Jacobs would not agree to such a "protocol." After the hearing on
25 LVSC's TRO Application, when this Court strongly suggested the parties agree to the July 8,
26 2011 protocol offered by Jacobs, Sands China's counsel claimed to be unaware of the existence of
27 the protocol from months before.
28

1 And, the latest "protocol" proposed by Sands China, Exhibit C to its Reply, is dramatically
2 different than the Colby Williams' July 8, 2011 proposed protocol, and is unacceptable for
3 numerous reasons, including the following:

- 4 • It requires Jacobs to be responsible for 50% of the costs associated with Sands
5 China and LVSC reviewing his documents;
- 6 • It requires Jacobs to agree to various disputed facts, including that he was an
7 employee of Sands China;
- 8 • It requires Jacobs to produce any documents he may have sent to or received
9 from third parties, irrespective of the relationship, if any, to the subject matter
10 of the action;
- 11 • It allows Sands China 45 days to review and index documents, resulting in
12 further delay of the evidentiary hearing;
- 13 • It allows Sands China to create a schedule identifying documents, but does not
14 require all elements of a privilege log required under Nevada rules.
- 15 • Based only upon the limited information Sands China chooses to provide,
16 Jacobs is supposed to be able to identify which documents are relevant to
17 personal jurisdiction;
- 18 • It allows Sands China to identify and withhold "those documents that
19 defendants contend should not be reviewed or used by Plaintiff or his counsel."
20 As Sands China has long made clear, that is *all* of the documents that Jacobs
21 possessed;
- 22 • It allows Sands China to identify and withhold Jacobs documents based upon
23 privilege, confidentiality and trade secrets, despite the fact that Jacobs was
24 privy to all of the documents during his tenure;
- 25 • The briefing schedule for the inevitable document dispute is too long under the
26 circumstances;
- 27 • It requires Jacobs to agree to a stay in the event Sands China does not get its
28 way and requires yet another do-over; and

- It requires Jacobs' counsel not to read or review any of Jacobs' document (*i.e.*, the TRO Application, yet again?)

The Court suggested that the protocol offered by Jacobs' counsel on July 8, 2011 was acceptable. And, that protocol should be the one that the parties agree to enter. It is very simple. Jacobs will immediately give Sands China a copy of all of the documents he possesses (although Sands China clearly already knows what Jacobs possesses at this point). Sands China can make a document by document argument for some form of protection. This Court can set, at that time, the time parameters of those arguments, and the parties can finally get this matter resolved and move toward the evidentiary hearing.

III. CONCLUSION

In light of the foregoing, Sands China's application for injunctive relief thinly veiled as a motion in limine must be denied in its entirety.

DATED this 12th day of October, 2011.

PISANELLI BICE PLLC

By: 

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Todd L. Bice, Esq., Bar No. 4534

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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 12th day of October, 2011, I caused to be sent via email and United States Mail, postage prepaid, true and correct copies of the above and foregoing **PLAINTIFF STEVEN C. JACOBS' OPPOSITION SUR-REPLY RELATED TO SANDS CHINA LTD.'S MOTION IN LIMINE** properly addressed to the following:

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Stephen Ma, Esq.
Andrew D. Sedlock, Esq.
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Exhibit 1

1 **DECL**

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8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 STEVEN C. JACOBS,

11 Plaintiff,

12 v.

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

16 Defendants.

17
18 AND RELATED CLAIMS

Case No.: A-10-627691

Dept. No.: XI

**DECLARATION OF JAMES J.
PISANELLI, ESQ. IN SUPPORT OF
PLAINTIFF'S SUR-REPLY IN
OPPOSITION TO SANDS CHINA
LTD.'S MOTION IN LIMINE**

19 I, JAMES J. PISANELLI, ESQ., declare as follows:

20 1. I am a resident of the State of Nevada, and a partner with the law firm of PISANELLI
21 BICE PLLC, counsel for Plaintiff Steven C. Jacobs ("Jacobs") in the above-captioned matter. I
22 make this declaration in support of Jacobs' Sur-Reply In Opposition To Sands China Ltd.'s
23 ("Sands China") Motion In Limine ("Sur-Reply"). I have personal knowledge of the following,
24 and can and do competently testify thereto.

25 2. On September 16, 2011, after this Court advised Las Vegas Sands Corp ("LVSC")
26 that it could not act on LVSC's discovery-related motions, I received an e-mail from LVSC's
27 counsel demanding that I, in less than a 2 hour window, stipulate and agree that an injunction be
28 issued against Mr. Jacobs, precluding him from disclosing or using his documents.

7. I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct and that I signed this Declaration on October 12, 2011.


JAMES J. PISANELLI, ESQ.

Exhibit 2

1 **DECL**

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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
through X; and ROE CORPORATIONS
I through X,

16 Defendants.

17 AND RELATED CLAIMS

Case No.: A-10-627691

Dept. No.: XI

**SUPPLEMENTAL DECLARATION OF
STEVEN C. JACOBS IN SUPPORT OF
PLAINTIFF'S OPPOSITION TO SANDS
CHINA LTD.'S MOTION IN LIMINE**

19 I, STEVEN C. JACOBS, declare as follows:

20 1. I am a resident of the State of Florida, and the Plaintiff in the above-captioned
21 matter. I make this supplemental declaration in support of Plaintiff's Opposition to Sands China's
22 Ltd.'s Motion in Limine, filed in the above-captioned matter ("Motion in Limine"). I am over
23 eighteen years of age and am competent to testify in this matter if called upon to do so. I have
24 personal knowledge of the following, unless stated upon information and belief, and can and do
25 competently testify thereto.

26 2. I have reviewed Sands China's Reply in Support of its Motion in Limine (Sands
27 China's Reply"), as well as the exhibits attached thereto. I have never executed a Venetian Macau
28 Limited ("VML") employee policy nor a VML employee handbook. And, I never agreed nor

1 acknowledged that any VML policy dictated the terms of my employment. Indeed, I refused to
2 sign these documents because I was not an employee of VML; rather I was an employee of
3 LVSC.

4 3. Antonio Ramirez, Assistant General Counsel for VML, on two separate occasions
5 that I can presently recall asked me to sign these documents, and I refused both times because I
6 was not a VML employee.

7 4. Former General Counsel with Sands China, Luis Melo, also asked me to sign these
8 documents as well as Macao gaming documents for VML. I told Mr. Melo that I could not sign
9 any of these documents as I was negotiating my contract with LVS and I was not a VML
10 employee.

11 5. I also had a discussion with Michael Leven about the VML policies. I told Mr.
12 Leven that I would not sign the VML documents because, among other reasons, I did not want to
13 be bound by the terms of the documents or Macau law. During this discussion, Mr. Leven told me
14 that there was no need for me to sign the VML documents and I would not be bound thereby as we
15 were still negotiating the terms of my employment with LVSC. Subsequently, he and I entered
16 into the August 3, 2009 Term Sheet, which solely and exclusively dictated the terms of my
17 employment.

18 6. I declare under penalty of perjury under the laws of the United States of America
19 that the foregoing is true and correct and that I signed this Declaration on October 12, 2011.

20
21
22 
23 STEVEN C. JACOBS
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 12th day of October, 2011, I caused to be sent via United States Mail, postage prepaid, true and correct copies of the above and foregoing **SUPPLEMENTAL DECLARATION OF STEVEN C. JACOBS IN SUPPORT OF PLAINTIFF'S OPPOSITION TO SANDS CHINA LTD.'S MOTION IN LIMINE** properly addressed to the following:

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Stephen Ma, Esq.
Andrew D. Sedlock, Esq.
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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; DOES I-X; and ROE
CORPORATIONS I-X,

Defendants.

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

**SANDS CHINA LTD.'S REPLY IN
SUPPORT OF MOTION *IN LIMINE* TO
EXCLUDE DOCUMENTS IN
CONNECTION WITH THE
EVIDENTIARY HEARING REGARDING
PERSONAL JURISDICTION**

**DATE OF HEARING: October 13, 2011
TIME OF HEARING: 9:00 A.M.**

LAS VEGAS SANDS CORP., a Nevada
corporation,

Counterclaimant,

v.

STEVEN C. JACOBS,

Counterdefendant.

Sands China Ltd. ("SCL") hereby files the following Reply in Support of Motion *in Limine* to Exclude Evidence in connection with the Evidentiary Hearing regarding Personal Jurisdiction (the "Reply"). This Reply is based upon the attached Memorandum of Points and Authorities, the Declarations of Amy Lee and Stephen Y. Ma and attached exhibits, the papers

1 and pleadings on file in this matter, and any oral argument that the Court may allow.

2 DATED October 11, 2011.

3 Patricia Glaser, Esq. (Pro Hac Vice Admitted)
4 Stephen Ma, Esq. (Pro Hac Vice Admitted)
5 Andrew D. Sedlock, Esq. (NBN 9183)
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16 *Attorneys for Sands China, Ltd.*

17 MEMORANDUM OF POINTS AND AUTHORITIES

18 I. INTRODUCTION

19 Before examining Plaintiff's untenable arguments set forth in his Opposition to SCL's
20 Motion in Limine (the "Opposition"), the Court should be aware that, as directed by the Court at
21 the last hearing, Defendants Sands China Ltd. ("SCL") and Las Vegas Venetian Corp. ("LVSC")
22 have reached out to Plaintiff and attempted to resolve the issues arising from Plaintiff's
23 possession of the subject documents, so as to avoid the need for this motion. In particular,
24 Defendants have proposed a comprehensive protocol for the parties to follow in order to fully vet
25 the documents possessed by Plaintiff and determine what is privileged and/or otherwise protected
26 from review or use by Plaintiff. Pursuant to this proposed protocol, attached hereto as **Exhibit C**,
27 Defendants will review the documents possessed by Plaintiff and identify those documents that
28 Defendants contend should not be reviewed or used by Plaintiff, then the parties will meet and
29 confer regarding the documents. If the parties cannot agree, the parties will brief the remaining
30 issues for the Court. This process will permit the parties and the Court to determine what
documents may properly be used for the jurisdictional evidentiary hearing. Further details
regarding the proposed protocol are set forth below.

1 To date, Plaintiff has not accepted Defendants' proposed protocol. Moreover, Plaintiff's
2 counsel has, thus far, been unavailable to meet and confer with Defendants regarding the
3 proposed protocol, thereby preventing the parties from finalizing the protocol before the October
4 13 hearing.

5 The Court should adopt Defendants' proposed protocol. Doing so will preserve the status
6 quo and allow SCL to determine privileged and/or otherwise protected documents. The parties
7 can thereafter further brief the issues for the Court with reference to specific documents. This
8 process will enable the Court to better understand the precise nature of the subject documents and
9 help it make an informed decision regarding their disposition.

10 Plaintiff's Opposition underscores why adoption of the document review protocol is
11 appropriate. Plaintiff argues that "Sands China does not identify any particular documents or
12 evidence for exclusion." Opp., 2:2-3; *see also*, 9:15-16. There is a simple reason for that:
13 Plaintiff has refused to return the documents to Defendants. Moreover, beyond the few non-
14 privileged documents that Plaintiff attached to prior briefs, Plaintiff has not disclosed to SCL the
15 precise documents that he retained after his termination, nor the precise contents of the
16 voluminous documents that he downloaded *the day he was terminated*. Now, Plaintiff seeks to
17 capitalize on his secrecy by asking that the Motion in Limine be denied for lack of specificity.
18 Plaintiff's argument punctuates the need for implementation of a document review protocol, so
19 that Defendants can, once and for all, determine what it is that Plaintiff possesses, and which of
20 those documents Plaintiff should be precluded from using at the evidentiary hearing.

21 In his Opposition, Plaintiff spends pages discussing how he necessarily came into
22 possession of various documents during the performance of his employment duties ("Work Duty
23 Documents"), then Plaintiff inappropriately attempts to commingle these documents with the
24 voluminous documents that he downloaded from his work computer on July 23, 2010, *the same*
25 *day he was terminated* ("Downloaded Documents").¹ Plaintiff's retention and use of **both** the
26 Work Duty Documents and the Downloaded Documents (collectively the "Subject Documents")

27 ¹ Plaintiff's own Opposition concedes that Plaintiff likely possesses company documents above
28 and beyond the eleven gigabytes of data improperly downloaded by Plaintiff. Opp., p. 7, fn. 5.

1 discovery is appropriate.

2 So let's look at the discovery we're asking for that
3 has got everyone so incensed and exercised here. We're
4 looking really for four depositions. I have a fifth only
5 because I have played the Sands discovery game in the past in
6 my career, and so just as a safety net I put in a 30(b)(6)
7 deposition, as well, in case I get failing memories one after
8 another or lack of preparedness one after another with
9 witnesses coming in and saying, I don't know. But a 30(b)(6)
10 will eliminate that. And so what we're talking about, of
11 course, is those first two people that I mentioned, the
12 highest-ranking officers of Sands China, one currently still
13 holding that position, Mr. Adelson, and the person who took
14 over for Mr. Jacobs as president and acting CEO, Mr. Leven.
15 We know from the evidence before you, Your Honor, that these
16 two gentlemen have as much to do with that company certainly
17 during the relevant time period as anyone anywhere. And so
18 where else would we start this analysis but with the
19 deposition of these two people?

20 Remember, we're talking in Mr. Jacobs a person who's
21 a low-level employee, we're not talking about a valet parker
22 here; we're talking about a person who held the position of
23 president and CEO having direct daily communications with
24 these two gentlemen. If any -- the three key witnesses in
25 this entire debate I would argue are Mr. Jacobs and these two

1 gentlemen.

2 We also offer a request to take the deposition of
3 two people, who at least from what we have seen in our
4 Internet research, it's not altogether clear whether they hold
5 actual titles with Sands China, but we know that they perform
6 substantial service on behalf of these entities and are
7 involved in actions that show Sands China's reach into Nevada.
8 Mr. Kay, who has been involved in the financing for this
9 entity, financing that occurred, was negotiated, was executed
10 here in Nevada. We have Mr. Goldstein, a person who was
11 involved in the international marketing efforts for these VIPs
12 that we've talked about before, and a substantial role in the
13 development of these properties owned and controlled by Sands
14 China.

15 So to suggest that we are being harassing or
16 overreaching really is a stretch. We have tried to narrowly
17 confine what it is that we want to do, knowing, Your Honor,
18 that you have already told me, no, we're not going to continue
19 this hearing. So my time to prepare for this hearing is
20 valuable. I don't have any interest or even the time, for
21 that matter, to harass Mr. Adelson or harass anyone in that
22 company. I have to get ready for an evidentiary hearing, and
23 that's what I plan on doing, and getting depositions of four
24 people doesn't seem to be an overreach from our perspective,
25 not even -- not even a close call.

1 The documents -- I could go through them one after
2 another if you'd like, but they speak for themselves. They
3 are documents intended to show that this company is reaching
4 into this state intentionally, it is obtaining the benefit of
5 the laws of this state, and we intend to show that, whether it
6 be through the contracts it has, contracts with its own
7 parent, contracts with other third parties or -- and we also
8 want to show that its primary officers are directing the
9 management and control of that company from the offices here
10 on Las Vegas Boulevard. And you can see item by item, Your
11 Honor, that's what we're doing here. Even the board meetings,
12 we intend to show that these board meetings are being attended
13 by more than two, possibly three, four different directors
14 sitting here in Las Vegas. Are they on the telephone? Of
15 course they're on the telephone. Is it videoconferenced? I
16 don't know. But we have board meetings that doesn't really
17 have a meeting place. but one might even fairly say once we
18 get to the bottom of it the actual meeting is taking place
19 with the chairman, the chairman sitting here. Who's calling
20 who is the point, and shouldn't Your Honor take that into
21 consideration when we determine just how far reaching Sands
22 has been in coming into this jurisdiction.

23 Of course, the ATAs have been debated before, Your
24 Honor. I was going to say ad nauseam, but we'll say
25 comprehensively the last time we were here. I would like to

1 get to the heart of it. We see a new defense by Ms. Glaser
2 coming up, trying to distance now Sands China from its own
3 subsidiaries. Sands China indeed wants to be considered an
4 island for all purposes to make sure that you don't hold it
5 responsible for the agency that it offers to its subsidiaries
6 and you don't hold it responsible for the agency it finds in
7 the employees of Las Vegas Sands. And so we want to get to
8 the heart of this banking system for their VIP customers to
9 show once again that allowing these VIPs to deposit money in
10 China and show up here and gamble with that same money is in
11 fact reaching into this state and being afforded the
12 protections of this state.

13 Now, let's take -- let me take a few minutes to talk
14 about this opposition we received. The opening paragraph is
15 the same stuff -- it took a lot of restraint for me to just
16 call it "stuff," that we just heard about my propensity and
17 willingness to violate ethical standards and on again this
18 very fun term, hoping the press is watching, of "stolen
19 materials." What in the world that has to do with discovery
20 is beyond me. But these are not inexperienced people, they're
21 -- they craftily just cram a sentence at the bottom of this
22 paragraph after trying to taint the well with Your Honor and
23 saying that Jacobs's violations support the denial of
24 jurisdictional discovery. I don't follow that logical leap.
25 It was just a way to get this stolen concept in front of you,

1 hoping that it's going to have an effect on you in the long
2 term. It obviously has nothing to do with it, and it is
3 indeed a debate that I welcome, and I just can't wait to have
4 it with you, especially with the recklessness that we've seen
5 with this mud slinging and these allegations that are being
6 thrown around.

7 Now, equally and perhaps even more remarkable is the
8 exercise Sands China offers this Court with what they call
9 clear statements of law. I will correct them as being clear
10 misstatements of law. We start off with this proposition,
11 relying upon the AT&T case. I direct Your Honor, I'll be
12 reading just a very quick quote from page 8 of Ms. Glaser's
13 brief where she says, quote, "Under the established legal
14 authority governing jurisdictional discovery none of Jacobs's
15 proposed topics for discovery are relevant to the jurisdiction
16 inquiry, as each seek information that in the absence of an
17 alter ego claim is insufficient as a matter of law to the
18 determination of general personal jurisdiction." Now, they
19 repeat this statement throughout this brief. Alter ego, alter
20 ego, alter ego, alter ego, alter ego. If we are not
21 presenting and proving alter ego, than the contacts between
22 this parent and its subsidiary are relevant, it's a matter of
23 law, and therefore clearly frivolous discovery, we don't need
24 to do it.

25 Here is the problem. AT&T does indeed address an

1 issue of a way to obtain personal jurisdiction of an
2 affiliated company, parent and subsidiary, and it can go in
3 the reverse, right, you can into the jurisdiction of the
4 subsidiary, too, and have this debate about the parent, it
5 doesn't have to be the manner in which we're doing it. But
6 what AT&T does not say, it's Ms. Glaser that says it, is that
7 is the only way. Alter ego is a -- it says in the -- she
8 says, "In the absence of an alter ego claim," we get no
9 discovery because this evidence is insufficient as a matter of
10 law. Well, the Goodyear case cited by our own good Supreme
11 Court here does the exact opposite and takes a look not at
12 alter ego, but what we're supposed to do in all jurisdictional
13 debates, Your Honor, and that is, let's take a look at Sands
14 China and see what Sands China is doing in Nevada. We did not
15 come to this courtroom and we are not going to come in
16 November and have a debate with you to say that Sands China is
17 owned by Las Vegas Sands Corp. and therefore subject to
18 jurisdiction. That is not our position.

19 THE COURT: Because that would be a loser.

20 MR. PISANELLI: That would be one I'd never present
21 to you. What I'm presenting to you is this, and this comes
22 from the Doe versus Unical case, which I'll read a very quick
23 quote to you, because I think it's telling, Your Honor. We
24 are going to talk about several different ways that Sands
25 China has knowingly subjected itself to the jurisdiction of

1 this Court.

2 Now, on this concept of the exclusive way to do so
3 through alter ego, we see in Doe versus Unical Corp., a Ninth
4 Circuit opinion, 248 F. 3rd 915 (2001), Your Honor, the Ninth
5 Circuit analyzed AT&T and the alter ego theory. That was,
6 coincidentally, Section A of the court's analysis on
7 jurisdiction. Section B was a thing called agency theory.
8 Agency theory, not alter ego. Alter Ego isn't the only way.
9 Alter ego isn't a prerequisite to this type of discovery.
10 Agency theory. The Ninth Circuit told us the agency test "is
11 satisfied by a showing that the subsidiary functions as the
12 parent corporation's representative in that it performs
13 services that are sufficiently important to the foreign
14 corporation that if it did not have a representative to
15 perform them the corporation's own officials would undertake
16 to perform substantially similar services."

17 Ninth Circuit went on and said, "As the Gallagher
18 court articulated this rule, if a subsidiary performs
19 functions that the parent would otherwise have to perform, the
20 subsidiary then functions as merely the incorporated
21 department of its parent. Consequently, the question to ask
22 is not whether the American subsidiaries can formally accept
23 orders for their parent, but rather whether in the truest
24 sense the subsidiary's presence substitutes for the presence
25 of the parent."

1 And so we are not saying alter ego. We don't care
2 about alter ego yet, but we do care of whether the people in
3 Las Vegas Sands Corp. are acting as an agent and performing
4 functions that, had they not performed them, people in China
5 for Sands China would have to perform them themselves. And if
6 you look at our discovery request you see that is precisely
7 the nature of the request that we're getting at.

8 Now, it doesn't end there. We're also simply
9 looking, Your Honor, at what did Sands China do on its own.
10 Did it contract? Did its officers come here to conduct
11 business? Do its officers actually live here to conduct the
12 business of Sands China? In other words, a total review of
13 the context like the court tells us, an in toto review of all
14 the circumstances in which this company is reaching into
15 Nevada.

16 So my -- in summary at least on the general
17 jurisdiction issue, we are looking not only for Sands China
18 and what it did on its own, we're also looking to see what did
19 Las Vegas Sands Corp. do as an agent for Sands China on
20 circumstances where Sands China would have had to perform
21 these services on their own. And you see we're asking for
22 those type of shared-services contracts. That certainly is
23 going to tell us something. We're looking to see what Mr.
24 Goldstein wants to do in connection with this VIP marketing
25 with or without a contract. Is that something that would have

1 to be done out of China if he didn't do it? What about the
2 financing with Mr. Kay? If he's not performing those
3 functions here in Las Vegas for Sands China, would Sands China
4 have to have somebody else on their own payroll doing it?
5 These are all relevant to this analysis. And that's what the
6 Ninth Circuit certainly told us in Doe versus Unical.

7 There's another misstatement of law that was quite
8 disturbing in Ms. Glaser's briefs, that having to do with
9 transient jurisdiction. As Your Honor knows, this is an
10 issue, this is a cloud on the horizon if we need to get to it.
11 Mr. Leven was served. He is a -- he is an executive, he is an
12 officer of Sands China, or certainly was at the time, and he
13 was served here in Las Vegas.

14 Now, on page 4, in Footnote 2 of Ms. Glaser's brief,
15 she says on line 26, 25-1/2, "As this Court is aware, SCL,
16 Sands China, fully addressed the transient jurisdiction in its
17 reply in support of motion to dismiss for lack of personal
18 jurisdiction, and clearly demonstrated that transient
19 jurisdiction is inapplicable to foreign corporations such
20 as SCL," and she cites the Burnham decision for the United
21 States Supreme Court. Notably, Your Honor, she cites a
22 Supreme Court case that says that this issue is clearly
23 resolved, and this decision she's citing to is Footnote 1 of
24 Burnham, an issue of such great importance the Supreme Court
25 resolved in Footnote 1.

1 Well, I don't know if Ms. Glaser thought we wouldn't
2 read it, but we read Footnote 1 -- and I tell you, talk about
3 a moment where you're scratching your head -- telling Your
4 Honor that transient jurisdiction doesn't apply to
5 corporations and it's a well-settled principle of law and will
6 have nothing to do with case. What did the Supreme Court say
7 in Footnote 1 that was so telling? Quote, "Even when the
8 cause of action does not arise out of or relate to the foreign
9 corporation's activities in the forum state, due process is
10 not offended by a state subjecting the corporation to its in
11 person -- in personam jurisdiction when there are sufficient
12 contacts between the state and the foreign corporation. Only
13 our holdings supporting that statement, however, involved
14 regular service of summons upon the corporation's president
15 while he was in the foreign state acting in that capacity."
16 So far no rejection.

17 The Supreme Court went on, "It may be that whatever
18 special rule exists permitting continuous and systematic
19 contacts to support jurisdiction with respect to matters
20 unrelated to activity in the forum applies only to
21 corporations which have never fitted comfortably in
22 jurisdictional regime based upon de facto power over the
23 defendant's person," a question the Supreme Court is posing in
24 it's footnote. It may be, the Supreme Court said.

25 Well, the Supreme Court went on to say in relation

1 to the question it was posing, "We express no views on these
2 matters, and for simplicity's sake, until reference to the
3 aspect of contacts-based jurisdiction in our discussion," a
4 decision where the Supreme Court expressly stated no views,
5 Ms. Glaser tells us clearly establishes that transient
6 jurisdiction doesn't apply to corporations. Well, the
7 decision that the Supreme Court was relying upon in that very
8 footnote, Perkins decision, Your Honor, which is as telling as
9 anything we can point to, said, "Today if an authorized
10 representative of a foreign corporation be physically present
11 in the state of the forum and be there engaged in activities
12 appropriate to accepting service or receiving notice on its
13 behalf, we recognize that there is no unfairness in subjecting
14 that corporation to the jurisdiction of the courts of that
15 state through such service of process upon that
16 representative."

17 In other words, if Mr. Leven goes to the beach in
18 California, not in his capacity as president of Sands China,
19 and he's served there, would that be fair to say that he's
20 subject to jurisdiction -- or the company is subject to the
21 jurisdiction of California? Probably not. He wasn't serving
22 in his function as the officer of that company. But when a
23 process server comes to Las Vegas Boulevard and hands Mr.
24 Leven service of process in his capacity as the president of
25 Sands China, we know that there is nothing unfair about saying

1 that Sands China now is subject to transient jurisdiction, an
2 issue settled by Footnote 1 in Burnham, I think not, Your
3 Honor. And the point is this. Discovery as to Mr. Leven and
4 his roles and what he does on Las Vegas Boulevard, the
5 function he was serving when he was served is all relevant for
6 transient jurisdiction. Contrary to what Ms. Glaser tells us,
7 transient jurisdiction is very much alive in this case and
8 something that Your Honor is going to be asked to resolve.

9 THE COURT: And for the record, something I haven't
10 ruled on to this point.

11 MR. PISANELLI: Right. Understood. So what we
12 have, then, for debate in November general jurisdiction based
13 upon what Sands China does here, general jurisdiction based
14 upon the agency role of Las Vegas Sands and what it performs
15 here on behalf of Sands China, specific jurisdiction of what
16 Sands China did here in relation to the causes of action that
17 was presented to you, and, of course, transient jurisdiction
18 of Sands China. All of these issues will be debated. All of
19 the evidence that we have asked goes directly to these four
20 issues. Sands China can not stand up through Ms. Glaser,
21 through Mr. Adelson, through Mr. Leven, through any of them
22 with a straight face and look you in the eye and say, in light
23 of everything we already know that this type of jurisdiction
24 -- in light of the law governing jurisdiction would be clearly
25 frivolous. They cannot do that with a straight face. And

1 because they can't do that with a straight face, we are
2 entitled to the discovery that is so regularly given to
3 parties who find themselves, like Mr. Jacobs does, in trying
4 to defend against a challenge of personal jurisdiction.

5 THE COURT: Thank you.

6 Ms. Glaser.

7 MS. GLASER: Your Honor, I'm coming to you with a
8 straight face. In our view in no uncertain terms we think
9 that the Nevada Supreme Court order filed August 26th, 2011,
10 speaks volumes. And what is attempting to be done here is to
11 relitigate issues that have already been determined by the
12 Nevada Supreme Court. And by that I mean -- and I'm looking
13 specifically, starting on page 2, when it discusses the MGM
14 Grand decision and it discusses the Goodyear decision. We
15 came to Your Honor and we made a motion to dismiss for lack of
16 personal jurisdiction. What was presented were facts. The
17 Court, in our view erroneously, but nonetheless, the Court
18 determined that you had enough to rule on, you made a
19 determination, and we took that to the Nevada Supreme Court.
20 When we went to the Nevada Supreme Court, the Nevada Supreme
21 Court said, look, based on the MGM case, and more importantly,
22 I think, Your Honor, the Goodyear case, which is a U.S.
23 Supreme Court 2011 case, considered whether jurisdiction over
24 foreign subsidiaries of a U.S. parent corporation was proper
25 by looking only to the subsidiary's conduct.

1 The discovery that's being sought here is an attempt
2 to bolster a case that they claim, and I'm using their words,
3 you already -- you purportedly already know, you already know
4 the facts, you already know what is sufficient, and the only
5 question is clarifying it for the Nevada Supreme Court so
6 they're clear on what you meant.

7 THE COURT: That's not what they told me to do.
8 They told me to conduct an evidentiary hearing.

9 MS. GLASER: They --

10 THE COURT: If I've got to conduct an evidentiary
11 hearing, we have to do some more stuff than we've done
12 already.

13 MS. GLASER: Your Honor, what they're saying is --
14 but there is certain case law that is the law of the case.
15 They're saying, for example, the fact that Mr. Leven and Mr.
16 Adelson are a -- also officers and directors of Las Vegas
17 Sands and they have a 70 percent subsidiary in China, they
18 have an obligation, a supervisory obligation under the
19 Goodyear case and under the MGM case. There is no question
20 that they have that obligation, and they have a fiduciary
21 obligation to make sure what's going on there they participate
22 in. No question about that. We don't debate that. And the
23 fact that they make a -- they contribute here in connection
24 with what's going on in China, I don't back away from that. I
25 don't hide from that. That's not jurisdiction. That's

1 performing supervisory responsibilities in their capacity as a
2 parent regarding a subsidiary that's in China. I do not back
3 away from that at all. But to call that jurisdiction, in our
4 judgment, is not only wrong, it's already been decided by --
5 in my judgment, that part of it has already been decided by
6 the Nevada Supreme Court.

7 So what is there left in our view? And I want to be
8 very clear about -- by the way, the Burnham case does stand
9 for the proposition -- I urge the Court to take a look at it
10 whenever it's convenient. The Burnham case stands for the
11 proposition that transient jurisdiction can't be established
12 by serving Mr. Leven here in Nevada. And we believe that. We
13 don't back away from that, either.

14 Now, I want to -- I want to be very clear about
15 this. We think you don't need any discovery at all, and we
16 think it because six months ago -- I'm probably wrong about
17 how much -- many months ago it was, Your Honor, because I
18 don't remember exactly when we were in front of you --

19 THE COURT: It was about six months ago.

20 MR. PEEK: March 15th.

21 MS. GLASER: They're looking for a second bite of
22 the apple after much has been determined, not everything, I
23 acknowledge that you, much as been determined by the Nevada
24 Supreme Court. The Nevada Supreme Court wants clarity as to
25 how Your Honor believes you were able to find jurisdiction,

1 minimum contacts.

2 THE COURT: If that's what they wanted, Ms. Glaser,
3 they wouldn't have ordered me to have an evidentiary hearing.

4 MS. GLASER: Your Honor, I think they want you to
5 either bolster or not be able to bolster what has already been
6 -- the facts that were presented to you. I do believe that.
7 I'm not arguing that you shouldn't have an evidentiary
8 hearing. That would be foolish. The court's asked for that.

9 THE COURT: Well, they told me to have an
10 evidentiary hearing.

11 MS. GLASER: Absolutely.

12 THE COURT: They didn't ask me, they told me.

13 MS. GLASER: And they didn't tell you, they didn't
14 tell you, by the way, you should order discovery because we
15 always allow discovery in jurisdictional hearings. Your
16 Honor, if you look at the Metcalf case, perfect case and
17 relied upon by the other side. The Metcalf case is -- and I'm
18 going to use a bad example, because it's a stranger case.
19 It's saying, when somebody who is a stranger to the company
20 wants to allege jurisdiction over a parent or a sub they're
21 supposed to get discovery. I don't argue that point. Do you
22 think for a moment the other side could argue that Mr. Jacobs
23 is a stranger? He was the CEO of Sands China. He was not a
24 stranger, he was a member of the board of Sands China. He is
25 not entitled to any discovery, frivolous or otherwise. I

1 don't care what the standard is, he is not a stranger to these
2 companies at all. And if you look at the Metcalf case, and
3 it's not just the Metcalf case, Your Honor, it's also --
4 because they cite another one, which stands for exactly the
5 same proposition. Metcalf is a Third Circuit case, 566 F.3d
6 324. It's a 2009 decision, and it cites and relies on, and
7 I'm proud to say, a West Virginia case, which is where I'm
8 from. And in that West Virginia case unequivocally it's
9 talking about strangers. I don't dispute the fact that -- in
10 this West Virginia case, for the record, Your Honor, is the
11 Bowers case. It's 202 W.Va. 43, and that Bowers case which
12 Metcalf cites is a case, again, over and over again there are
13 instances when -- I've participated in myself, when
14 jurisdictional discovery is appropriate. But it's, for
15 example, if somebody has a car accident in Nevada and wants to
16 sue General Motors here, the Nevada subsidiary, and General
17 Motors in Detroit, somebody says, well, wait a minute, you're
18 entitled to discovery to see if there's sufficient contacts.
19 But there, the guy's a stranger. He had an accident. He
20 doesn't know anything about the internal workings of the
21 company. Jacobs knows everything, and he knows it, and he
22 presented what he had and what he knew, and the Supreme Court
23 said, not enough, before.

24 And what we're saying to you now is no more
25 discovery and certainly not the kind of discovery that's being

1 sought here, which is the sun, the moon, and the stars, but
2 the Goodyear case and the MGM case provide that no alter ego,
3 no discovery, period.

4 Now, I want to talk about the IAA transactions,
5 because I remember sitting here in court, and Your Honor
6 looked at a board that Mr. Campbell put up, and you actually
7 -- I don't know if it's spontaneously, said, "pervasive," I
8 think was the word in the transcript. And I'm saying to you,
9 respectfully, that's a wrong view of what is going on. Mr.
10 Jacobs came to Your Honor under oath and he told Your Honor
11 that money changed hands. We quickly determined that wasn't
12 the case, that Mr. Jacobs either was wrong or not telling the
13 truth. I hope it's simply that he was wrong. He comes and
14 tells Your Honor that. And then we find out what really
15 happens is -- and all of this is nothing more than a
16 bookkeeping entry which case after case, and we cite them in
17 our brief, when you joint marketing, when you have
18 accommodations made between a subsidiary and a parent it is
19 not sufficient for jurisdiction, it's just not.

20 One of the things they said is -- and I -- this one
21 I love. Your Honor may remember VML. There was a motion to
22 dismiss for lack of a -- failure to join an indispensable
23 party. And Your Honor said what I think is both the truth and
24 the law, I don't have any jurisdiction over VML. You --

25 THE COURT: Well, I also asked if I let the case go

1 in Macau if everybody would consent to jurisdiction in Macau,
2 and nobody said yes.

3 MS. GLASER: No. We said yes.

4 MR. PEEK: I said yes, as well, Your Honor.

5 MS. GLASER: They said yes.

6 THE COURT: You did not say yes --

7 MR. PEEK: Yes, I did, Your Honor.

8 THE COURT: -- at the time.

9 MS. GLASER: Well, let me just tell you. We have
10 always been willing to do that.

11 MR. PEEK: No. I said -- you go back to that
12 transcript, Your Honor. You'll see that.

13 MS. GLASER: And in fact there has been prior
14 litigation between American citizens and Sands China in Macau,
15 because that is the appropriate forum. I'm not contesting
16 otherwise. But we haven't changed our tune. VML -- because I
17 want to stick with VML. VML -- I'm supposed -- after we came,
18 I think it was Mr. Peek's motion, made a motion to join VML,
19 you said you didn't have jurisdiction. I think you're clearly
20 right about that. It is VML that is party to all of these IAA
21 transactions. It is the subconcessionaire, it is the entity.

22 Now, if you want to ignore that, I don't think
23 that's fair. VML is a absolutely appropriate corporate entity
24 in Macau. It has the transactions for IAA. And we've been
25 willing and we'll open our books on that in a second because

1 that's true. So for them to now say -- gloss over that and
2 pretend VML is not the proper party is just, by the way,
3 turning truth on its head, Your Honor. And that's not fair.
4 You can't have it both ways. VML is the only entity that's
5 involved in those IAA transactions as a matter of fact and as
6 a matter of law.

7 Now, let me just go on for a couple minutes. In the
8 Goodyear case, Your Honor, Goodyear --

9 THE COURT: Because I'm breaking in five minutes,
10 because we don't pay overtime.

11 MS. GLASER: I'll try to finish. There was a
12 filibuster conducted a few moments ago, so I'm stuck with my
13 five minutes.

14 THE COURT: I understand. You're welcome to come
15 back tomorrow, when Mr. Peek's partner's trial will resume.

16 MS. GLASER: Your Honor, I am willing to come back
17 any time. That's how strongly we feel about this.

18 THE COURT: Okay. I understand. It's not like I'm
19 not familiar with these issues --

20 MS. GLASER: I understand.

21 THE COURT: -- because I handle these issues in
22 Business Court frequently --

23 MS. GLASER: I know you do.

24 THE COURT: -- in similar contexts with
25 international companies, and I'm not sure what the right

1 answer is, because the Nevada Supreme Court has yet to clarify
2 some of those things.

3 MS. GLASER: But the Nevada Supreme Court clearly
4 said, and they quoted -- strike that. They didn't quote, they
5 cited Goodyear --

6 THE COURT: Yes.

7 MS. GLASER: -- prominently. And that case declined
8 to impute the domestic parent's activities to a foreign
9 subsidiary defendant, recognizing that merging a parent and a
10 sub for jurisdictional purposes requires an inquiry, quote,
11 "comparable to the corporate law question of piercing
12 corporate veil," end of quote.

13 Here supervisory activities, which was clearly the
14 way it was presented to Your Honor before and what was
15 considered by the -- just as importantly, the Nevada Supreme
16 Court, that's all that's here. And no amount of discovery
17 could or would show to the contrary. They are required, Leven
18 and Adelson are required in their capacity as part of the
19 parent with a 70 percent subsidiary, they are required to
20 exercise their fiduciary duties and engage in supervisory
21 activities. We don't deny that, and we never have. And
22 that's what was presented to Your Honor up the -- excuse the
23 expression, up the yazoo before. And Your Honor heard that,
24 Your Honor made the determination, we think wrongly, but the
25 Nevada Supreme Court says you've got to get the law right and

1 the facts right. The facts we heard. Now you've got to apply
2 the law to those facts. And that's what I think the
3 evidentiary hearing --

4 THE COURT: That's not what they said. What they
5 said is, based on the record before them, which is the
6 transcript and a very poorly written order by Mr. Campbell,
7 that they can't tell what I ruled on. So they ordered me to
8 have an evidentiary hearing. So I'm going to have an
9 evidentiary hearing --

10 MS. GLASER: Your Honor --

11 THE COURT: -- and I'm going to make detailed
12 findings of fact and conclusions of law, and then they're
13 going to decide if I'm right.

14 MS. GLASER: Correct. And I'm saying --

15 THE COURT: That's what's going to happen.

16 MS. GLASER: I want to use this, if I could, the IAA
17 transactions one more time, because I have about three more
18 minutes.

19 THE COURT: You're winning on that issue.

20 MS. GLASER: Okay. Never mind. I'll stop.

21 Your Honor, what is particularly concerning to us is
22 that the disclosure being sought -- and I -- and I say this --
23 I'm not suggesting -- this is not attributable to Counsel. I
24 hope not, anyway. But I say to you we cited to you the
25 Zahodnik case. If a client has taken documents

1 inappropriately, and we cited to you the policy that was in
2 place in Macau, they can't be used in an evidentiary hearing
3 or any proceeding, and they can't be used by counsel, and they
4 certainly can't be used by Mr. Jacobs. And I don't think
5 that's particularly unusual, but there is a very clear policy
6 that we put forth that --

7 THE COURT: I'm going to resolve that issue on
8 October 13th at 9:00 o'clock.

9 MS. GLASER: Okay. Your Honor, we don't believe any
10 discovery should be taken. Certainly they don't need any
11 depositions. If they need some IAA documents to demonstrate
12 further about VML, glad to provide them. But, Your Honor,
13 what's here is a complete overreach.

14 MR. PISANELLI: Did you file something?

15 MR. PEEK: I don't think I need to file anything,
16 Your Honor.

17 THE COURT: Mr. Pisanelli, I need to ask you a
18 question.

19 MR. PISANELLI: Yes, ma'am.

20 THE COURT: It appears to me at least in part Ms.
21 Glaser is right, that some of your requests are overbroad.
22 There is no limitation of time as to many of these requests.
23 Can you give me what you believe to be a reasonable time. And
24 you can think about it while I hear from Mr. Peek, who didn't
25 file a brief, so he's going to be really short in his

1 comments.

2 MR. PEEK: Well, Your Honor, I don't think I --

3 THE COURT: Because he has 30 seconds before I'm
4 shutting down.

5 MR. PEEK: Okay. My 30 seconds relates to your
6 request to take discovery from Las Vegas Sands Corp. as a
7 purported agent of Sands China Limited when I am not permitted
8 to move forward with my motions with respect to theft of the
9 documents of Las Vegas Sands, and yet he's allowed to take
10 discovery against Las Vegas Sands in the face of the stay.
11 That seems to me to be highly improper on the part of his
12 request, the sword and the shield. And I'll sit down, because
13 the staff has to leave, Your Honor, and I --

14 THE COURT: I didn't issue the stay, Mr. Peek.

15 MR. PEEK: I understand that.

16 THE COURT: I certainly understand your frustration.

17 MR. PEEK: But let's honor the stay and not allow
18 discovery against Las Vegas Sands as he is requesting it to be
19 conducted.

20 THE COURT: I understand your position.

21 Mr. Pisanelli, could you give me a reasonable time
22 limit.

23 MR. PISANELLI: I can. Mr. Jacobs appears to have
24 started his service for the company in 2006, and so we would
25 ask --

1 MS. GLASER: I'm sorry. What was that?
2 MR. PISANELLI: 2006. And so we would ask that the
3 discovery be limited between 2006 to the present.
4 THE COURT: He didn't start in 2006.
5 MR. PISANELLI: He didn't?
6 MS. GLASER: No. 2009.
7 MR. PEEK: Your Honor, we have a stipulation already
8 with respect to the scope of discovery generally of January
9 2009 through October 2010. We already have that.
10 THE COURT: That's what I thought. That's what I
11 thought. I thought we had one that was '09.
12 MR. PEEK: We do, Your Honor.
13 MR. PISANELLI: He was performing services back in
14 -- as early as 2006, Your Honor. I can provide that to you.
15 But that's our position.
16 MS. GLASER: That's absolutely incorrect.
17 THE COURT: Okay. Wait, wait, wait. Sit down. Let
18 me tell you what we're doing.
19 To the extent I permit any depositions, and I'm
20 going to tell you which ones I'm allowing, the depositions are
21 limited to the capacity the deponent is being taken in with
22 respect to work done on or -- done for or on behalf of Sands
23 China. That means that if someone is working in capacities
24 for both Las Vegas Sands and Sands China, we're not going to
25 ask them about their daily activities with Las Vegas Sands.

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

1 without being compensation [sic], which is Number 9. Number
2 11 is fair game. Number 12, to the extent they are documents
3 by Mr. Goldstein that would be subject to issues that you're
4 going to discuss with him at his deposition with the
5 limitation that I have given you. Agreements between Las
6 Vegas Sands and Sands China related to services that are
7 performed by Las Vegas Sands on behalf of Sands China. That
8 is covered by Number 13.

9 Item Number 14 I'm not going to permit.

10 Item Number 15 I am going to permit.

11 Item Number 16 I am going to permit.

12 Item Number 17 I am not going to permit.

13 Item 18 I am going to permit.

14 19 I'm permitting.

15 20 I've already said I'm not permitting.

16 And now for your questions so I can get my staff out
17 of here.

18 MR. PISANELLI: Just very quickly. The only
19 question I have on the capacity of acting on behalf of Sands
20 China, we have a company that elected to give dual roles. And
21 so while Ms. Glaser says everything Mr. Adelson did, by way of
22 example, was part of the exercise and fulfillment of his
23 fiduciary duties to oversee the subsidiary, in a vacuum, if he
24 was only the chairman of Las Vegas Sands, there would be merit
25 to that argument. What don't want to happen is have a debate

1 to say, well, he was the chairman of Sands China --

2 THE COURT: Okay. Let me answer the question very
3 directly.

4 MR. PISANELLI: Yes.

5 THE COURT: Since Mr. Leven and Mr. Adelson both
6 have titles as officers or directors Sands China, you're going
7 to ask them about the work that they did for Sands China. If
8 they did any work on behalf of Sands China while they were
9 acting as employees or officers or directors of Las Vegas
10 Sands, that is also fair game. However, you are not going to
11 ask them about their daily activities in conjunction with Las
12 Vegas Sands.

13 MR. PEEK: And it's during the relevant time period
14 of --

15 THE COURT: Yes.

16 MR. PEEK: -- January 1 through October of 2010.

17 THE COURT: January 1, '09, through October -- yes.

18 MR. PEEK: Okay.

19 MS. GLASER: And, Your Honor, we will -- I apologize
20 for the clarification, but I need to say it.

21 THE COURT: I'm here.

22 MS. GLASER: In connection with their supervisory
23 roles. That's what the law says, I'm not making it up.

24 THE COURT: No, I understand.

25 MS. GLASER: And if they were performing -- their

1 hat was in a supervisory role wearing a Las Vegas Sands hat,
2 whether it touched on Sands China or not is irrelevant.

3 THE COURT: Ms. Glaser, you would have a better
4 argument if they were only serving as a director. Once they
5 have a title of the CEO or the chairman of the board, that
6 makes it a much more difficult argument for you to make, in my
7 opinion. But that is a factual determination that I will make
8 after hearing the evidence at the time of the evidentiary
9 hearing.

10 MS. GLASER: Your Honor --

11 THE COURT: The reason I made a determination
12 earlier that there were pervasive contacts -- and what I said
13 was there pervasive contacts with the state of Nevada by
14 activities done in Nevada by board members of Sands China.

15 MS. GLASER: Understood.

16 THE COURT: I was not referring to activities of Las
17 Vegas Sands employees.

18 MS. GLASER: I know you weren't.

19 THE COURT: I was very specific about what I was
20 saying.

21 MS. GLASER: I know you weren't. But the activities
22 that you heard about were in their capacity as supervisory
23 activities.

24 THE COURT: I understand that's your position. That
25 is a factual determination I will make at the time of the

1 evidentiary hearing.

2 MS. GLASER: One question. Then I will sit down.
3 Does Your Honor have a procedure -- I ask out of ignorance, so
4 forgive me --

5 THE COURT: No. Please.

6 MS. GLASER: -- with respect to discovery if we get
7 into I'll call them --

8 THE COURT: You have two issues. If you're in a
9 depo and you have an issue, you call and I try and take a
10 break from my trial or reschedule the time.

11 MS. GLASER: That's what I'm asking.

12 THE COURT: If it is something that is more
13 substantive, like you have discovered there's all this
14 privileged issue that you think Mr. Pisanelli is going to go
15 into, you can file a motion for protective order on an order
16 shortening time, and I'll try and get it done on three days'
17 notice.

18 MS. GLASER: I appreciate it. Thank you.

19 THE COURT: Those are the two best options.

20 MS. GLASER: Thank you, Your Honor.

21 THE COURT: Or sometimes what people do is you
22 realize you've got a discovery dispute and you're all going to
23 be down here at the courthouse on something else, so you ask
24 if you can come in at whatever time, and we all talk.

25 MS. GLASER: Understood.

1 MR. PISANELLI: Your Honor, I just --

2 THE COURT: There's a number of different ways to
3 get here.

4 MR. PISANELLI: Your Honor, I just missed on your
5 notes. On Items 9 and 10 did you say yes? I thought you said
6 yes, but I --

7 THE COURT: You're going to make me get -- hold on,
8 hold on.

9 MR. PISANELLI: I don't want to overreach.

10 THE COURT: 9 I said yes, and I believe I said yes
11 on 10.

12 MR. PISANELLI: Okay. Now, the only other issue I
13 have for you is after I asked for those depositions we
14 received their witness and exhibit list, which experts. And
15 so if they're going to put -- you're going to allow them to
16 put experts, I think in all fairness I should not only get a
17 report from this expert before they show up in this courtroom,
18 but be allowed to examine them under oath.

19 THE COURT: I have never before had an expert on a
20 jurisdictional hearing.

21 MR. PISANELLI: Neither have I.

22 THE COURT: That doesn't mean I won't entertain it.
23 But I need to have some more information before I can make
24 that determination.

25 MS. GLASER: Your Honor, I think you'll --

1 THE COURT: I didn't say yes or no. I said I need
2 more information.

3 MS. GLASER: Glad to provide it.

4 THE COURT: So how am I going to get that more
5 information?

6 MS. GLASER: We'll provide you -- let me do this.
7 First of all, I don't think the disclosures have been provided
8 to Your Honor because I think we were just supposed to
9 exchange them.

10 THE COURT: I don't want the disclosures.

11 MS. GLASER: But that's more information.

12 THE COURT: All right. So, Mr. Pisanelli, you have
13 two options. You can tell me you're going to file a motion to
14 exclude the expert that Ms. Glaser thinks she wants to use, or
15 alternatively to let you do stuff related to the expert. And
16 I think that's probably the best, if Ms. Spinelli can spend a
17 few minutes doing that.

18 MR. PISANELLI: Can I pick both?

19 THE COURT: I usually make -- I usually make you
20 pick one or the other.

21 MR. PISANELLI: If I depose them, then that means
22 they get to take the stand?

23 THE COURT: That doesn't mean I'm going to think
24 they're credible or I think they're important, but I will
25 listen to them.

1 MS. GLASER: Thank you, Your Honor.

2 THE COURT: And sometimes even though you think
3 you're winning on the not getting him to testify, I'll say,
4 you know what, you're right, but I'm still going to make you
5 take a depo and listen to him.

6 MR. PEEK: Your Honor --

7 MR. PISANELLI: Does this mean if I want
8 information, Your Honor, I'm getting a report as we would
9 normally, and I'll depose him?

10 THE COURT: There is a requirement in Nevada on how
11 you are going to disclose expert information. It can either
12 be by report or by the other method that the rule dictates.

13 MR. PEEK: Your Honor --

14 MR. PISANELLI: Thank you, Your Honor.

15 THE COURT: Mr. Peek, it's so nice to see you.

16 Mr. Pisanelli, I did not get a competing order from
17 you on the interim order. Will you have it to me tomorrow so
18 I can sign one way or the other.

19 MR. PISANELLI: Yes. Yes, we will. Thank you.

20 THE COURT: By noon.

21 MR. PISANELLI: Yes.

22 MR. PEEK: And we --

23 THE COURT: Mr. Peek.

24 MR. PEEK: You know, I've been in trial, so I
25 haven't had a chance to even look at what he wants, because he

1 did send me something to take a look at.

2 THE COURT: I don't know.

3 MR. PEEK: So I'll take a look at it and get back to
4 Jim.

5 THE COURT: I know that my former law clerk, Brian
6 Anderson, sent me a letter saying that he wanted me to sign
7 this, but Pisanelli had a different version and I haven't seen
8 it.

9 MR. PEEK: I haven't, either.

10 Your Honor, just a quick question. I know everybody
11 wants to leave here. But the hearing Tuesday is at 9:00,
12 9:30, 10:00, 10:30, 1:00 o'clock?

13 THE COURT: What hearing Tuesday?

14 MR. PEEK: On my motion for sanctions of the interim
15 -- the interim order.

16 THE COURT: That's on 9:00 o'clock, Steve.

17 MR. PEEK: 9:00 o'clock.

18 MS. GLASER: Thank you.

19 THE COURT: And I signed the OST. You need to file
20 and serve.

21 MR. PEEK: It got brought out without me knowing it.

22 THE COURT: I took care of it all. I'm on the ball.

23 (Off-record colloquy)

24 THE COURT: Have a nice evening, everyone.

25 THE PROCEEDINGS CONCLUDED AT 5:10 P.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

10/4/11

DATE


CLERK OF THE COURT

MIL
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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-X; and ROE
CORPORATIONS I-X,

Defendants.

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

**SANDS CHINA LTD.'S MOTION *IN*
LIMINE TO EXCLUDE DOCUMENTS
STOLEN BY JACOBS IN CONNECTION
WITH THE NOVEMBER 21, 2011
EVIDENTIARY HEARING REGARDING
PERSONAL JURISDICTION ON ORDER
SHORTENING TIME**

LAS VEGAS SANDS CORP., a Nevada
corporation,

Counterclaimant,

v.

STEVEN C. JACOBS,

Counterdefendant.

**DATE OF HEARING: October 13, 2011
TIME OF HEARING: 9:00 A.M.**

Sands China Ltd. ("SCL") hereby brings the following Motion *in Limine* to Exclude Evidence in connection with the November 21, 2011 Evidentiary Hearing regarding Personal Jurisdiction on Order Shortening Time (the "Motion"). This Motion is based upon the attached memorandum of points and authorities, the papers and pleadings on file in this matter, and any

1 oral argument that the Court may allow.

2 DATED September 26, 2011.



3 Patricia Glaser, Esq. (Pro Hac Vice Admitted)
4 Stephen Ma, Esq. (Pro Hac Vice Admitted)
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16 *Attorneys for Sands China, Ltd.*

17 **APPLICATION FOR ORDER SHORTENING TIME**

18 SCL applies for an Order Shortening Time for the hearing on its Motion *in Limine* to
19 Exclude Evidence in connection with the November 21, 2011 Evidentiary Hearing regarding
20 Personal Jurisdiction based upon the following Affidavit of Andrew D. Sedlock, Esq.

21 DATED September 26, 2011.

22 GLASER WEIL FINK JACOBS
23 HOWARD AVCHEN & SHAPIRO LLP

24 By: 

25 Patricia L. Glaser, Esq. (Pro Hac Vice Admitted)
26 Stephen Ma, Esq. (Pro Hac Admitted)
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Attorneys for Defendant Sands China Ltd.

1 **AFFIDAVIT OF ANDREW D. SEDLOCK, ESQ. IN SUPPORT OF APPLICATION**
2 **FOR ORDER SHORTENING TIME**

3 STATE OF NEVADA)
4 COUNTY OF CLARK)ss:

5 I, Andrew D. Sedlock, being first duly sworn, deposes and says as follows:

6 1. I am an associate with the law firm of GLASER WEIL FINK JACOBS HOWARD
7 AVCHEN & SHAPIRO LLP, counsel of record for Sands China Ltd. ("SCL") in the above-
8 referenced matter. I have personal knowledge of the facts set forth herein, and I am competent to
9 testify thereto if called upon to do so. I make this Affidavit pursuant to EDCR 2.26 in support of
10 SCL's Motion.

11 2. This Motion requests an Order excluding any documents stolen from the
12 Defendants from use by Plaintiff in connection with the Evidentiary Hearing, and all proceedings
13 related to personal jurisdiction in this case.

14 3. As recently as August 3, 2011, Jacobs' *prior* counsel admitted that Jacobs is in
15 possession of approximately eleven (11) gigabytes of documents (the "Stolen Documents")
16 acquired while Jacobs served as CEO of SCL and as a consultant for SCL's majority shareholder,
17 Las Vegas Sands Corp. ("LVSC").

18 4. The Stolen Documents contain, among other things, attorney-client privileged
19 correspondence and confidential information which he refuses to return. (A true and accurate
20 copy of the August 3, 2011 letter is attached hereto as **Exhibit A**).

21 5. Despite repeated requests, Jacobs refuses to return the Stolen Documents to their
22 rightful owners. Accordingly, defendant Las Vegas Sands Corp. ("LVSC") was forced to file a
23 companion action for conversion of its property and misappropriation of trade secrets. (A true
24 and accurate copy of the LVSC Complaint is attached hereto as **Exhibit B**).

25 6. LVSC immediately sought injunctive relief and return of the Stolen Documents.
26 On September 20, 2011, LVSC sought return of its stolen documents due to the immediate risk
27 that Jacobs would disclose privileged, confidential and sensitive business information contained
28

1 in the Stolen Documents, and/or continue his review and potentially disclose and disseminate
2 documents subject to the attorney-client privilege.

3 7. On September 20, 2011, the Court granted LVSC's request for TRO in the form of
4 an "interim order" precluding Jacobs from disseminating the 11 gigabytes of information (the
5 "Interim Order"). (A true and accurate copy of LVSC's Proposed Interim Order is attached
6 hereto as **Exhibit C**.)

7 8. On Friday, September 23, 2011, at about 7:45 p.m., Jacobs' new counsel at
8 Pisanelli Bice LLP emailed supplemental discovery disclosures to counsel for LVSC and SCL.
9 (A true and accurate copy of the 9/23/11 email and First Supplemental Disclosure is attached
10 hereto as **Exhibit D**).

11 9. The documents identified in the supplemental disclosures reveal that Jacobs'
12 intends to use the Stolen Documents, including but not limited to email communications he stole
13 from SCL, LVSC and/or Venetian Macau Limited ("VML") without their knowledge or consent,
14 including communications involving in-house counsel.

15 10. Accordingly, SCL now moves for an order precluding Jacobs and his counsel
16 from using any of the Stolen Documents for the purpose of preparing for the Evidentiary Hearing,
17 or employing any of these documents in connection with the Evidentiary Hearing in any way.

18 11. If this Motion is fully briefed by the parties and heard in the ordinary course,
19 Jacobs will be able to continue using the Stolen Documents in connection with and preparation
20 for the Evidentiary Hearing, to SCL's prejudice.

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12. It is respectfully submitted that this Court is justified in shortening the time for briefing and hearing on the Motion which should be set for hearing at the Court's earliest available calendar date.

EXECUTED September 26, 2011.

Andrew D. Sedlock, Esq.

Subscribed and Sworn to before me on this 26 day of September, 2011.

Notary Public, in and for said County and State.



ORDER SHORTENING TIME

The Court, having considered Defendant's Application for an Order Shortening Time, the Affidavit of Andrew D. Sedlock, Esq., the Memorandum of Points and Authorities submitted with the **SANDS CHINA LTD.'S MOTION IN LIMINE TO EXCLUDE DOCUMENTS STOLEN BY JACOBS IN CONNECTION WITH NOVEMBER 21, 2011 EVIDENTIARY HEARING REGARDING PERSONAL JURISDICTION ON ORDER SHORTENING TIME**, and good cause appearing therefore,

IT IS HEREBY ORDERED that the time for hearing Defendant's Motion to Stay Proceedings Pending Writ Petition is shortened to the 13th day of Oct, 2011, at the hour of 9:00 a.m. in the above-entitled Court.

DATED this ___ day of July, 2011.

DISTRICT COURT JUDGE

Respectfully Submitted by:

GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLC

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NOTICE OF MOTION

TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD

YOU, and each of you, will please take notice that the undersigned will bring the above and foregoing **SANDS CHINA LTD.'S MOTION IN LIMINE TO EXCLUDE**

DOCUMENTS STOLEN BY JACOBS IN CONNECTION WITH NOVEMBER 21, 2011

EVIDENTIARY HEARING REGARDING PERSONAL JURISDICTION ON ORDER

SHORTENING TIME on for hearing before the above-entitled Court on the 13th day of OCT, 2011, at 9:00 a.m. of said day in Department XI of said Court.

DATED September 26, 2011.


Patricia Glaser, Esq. (Pro Hac Vice Admitted)
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Recently, this Court entered an interim order in a companion case brought by SCL's parent company, Las Vegas Sands Corp. ("LVSC"), which prohibited Jacobs from distributing documents stolen by Jacobs, including approximately 11 gigabytes of documents that Jacobs' former attorneys recently admitted were, among other things, subject to the attorney-client privilege. However, within days of the Court's entry of that order, Jacobs' counsel disclosed in connection with the November 21, 2011 evidentiary hearing nearly one thousand (1000) pages of

documents, many of which were among those contained in the eleven gigabytes of stolen information. In making this disclosure, Jacobs' counsel has made clear that he has no compunction with violating basic ethical and professional standards that preclude the use of stolen and/or confidential information belonging to an adverse party. Jacobs himself also appears to have no problem disclosing information that he is required to keep confidential, and neither Jacobs nor his counsel appear to have any intention of ceasing their activity or making an effort to comply with the most fundamental tenets of ethical standards.

These standards are quite clear, and leave little room for argument – neither a party nor his counsel may use stolen information against an adverse party or introduce such information without the owner’s consent. In accordance with these requirements, SCL respectfully requests an order from this Court precluding Jacobs’ use of any of the stolen documents for the purpose of jurisdictional determination either at, or prior to, the November 21, 2011 Evidentiary Hearing (the “Evidentiary Hearing”).

SCL expressly limits its requested relief to prevent the use of these materials in connection with the Evidentiary Hearing to address the issue of personal jurisdiction. In bringing this Motion, SCL expressly reserves all rights, objections and defenses regarding the Court's lack of personal jurisdiction over SCL, as well as the terms of the current stay ordered by the Nevada Supreme Court. Nothing in this Motion shall be construed as a waiver or admission of jurisdiction, as this Court presently lacks both general and specific personal jurisdiction over SCL.

II.

STATEMENT OF FACTS

As recently as August 3, 2011, Jacobs' *prior* counsel admitted that Jacobs is in possession of approximately eleven (11) gigabytes of documents (the "Stolen Documents") acquired while Jacobs served as CEO of SCL and as a consultant for SCL's majority shareholder, Las Vegas Sands Corp. ("LVSC"). The Stolen Documents contain, among other things, attorney-client privileged correspondence and confidential information which he refuses to return. *See* August 3, 2011 letter as **Exhibit A**. However, Jacobs' former counsel made a commitment that "[w]hile

1 [Jacobs] is unable to 'return' the documents to Defendants, *we agreed not to produce the*
2 *documents in this litigation* until the issue is resolved by the Court. Additionally, *our firm will*
3 *continue to refrain from reviewing the documents* so as not to create any issues regarding the
4 documents containing communications with attorneys." *Id.* (Emphasis added)

5 Despite repeated requests, Jacobs refuses to return the Stolen Documents to their rightful
6 owners. Accordingly, LVSC was forced to file a companion action for conversion of its property
7 and misappropriation of trade secrets. See LVSC Complaint, attached as **Exhibit B**.

8 LVSC immediately sought injunctive relief and return of the Stolen Documents. On
9 September 20, 2011, LVSC sought return of its stolen documents due to the immediate risk that
10 Jacobs would disclose privileged, confidential and sensitive business information contained in the
11 Stolen Documents, and/or continue his review and potentially disclose and disseminate
12 documents subject to the attorney-client privilege.

13 On September 20, 2011, the Court granted LVSC's request for TRO in the form of an
14 "interim order" precluding Jacobs from disseminating the 11 gigabytes of information (the
15 "Interim Order"). See LVSC's Proposed Interim Order attached hereto as **Exhibit C**.

16 On Friday, September 23, 2011, at about 7:45 p.m., Jacobs' new counsel at Pisanelli Bice
17 LLP emailed supplemental discovery disclosures to counsel for LVSC and SCL. See 9/23/11
18 email and First Supplemental Disclosure attached hereto as **Exhibit D**. The documents identified
19 in the supplemental disclosures reveal that Jacobs' intends to use the Stolen Documents, including
20 but not limited to email communications he stole from SCL, LVSC and/or Venetian Macau
21 Limited ("VML") without their knowledge or consent, including communications involving in-
22 house counsel. *Id.* Accordingly, SCL now moves for an order precluding Jacobs and his counsel
23 from using any of the Stolen Documents for the purpose of preparing for the Evidentiary Hearing,
24 or employing any of these documents in connection with the Evidentiary Hearing in any way.

25 III.

26 LEGAL ARGUMENT

27 A. *Standard for Issuance of a Motion in Limine.*

28 NRCP 26(c) allows a party to preclude the use of evidence for good cause. Specifically,

1 under NRCF 26(c) and upon a showing of good cause: "[T]he court . . . may make any order
2 which justice requires to protect a party or person from annoyance, embarrassment, oppression, or
3 undue burden or expense, including one or more of the following: (1) that the discovery not be
4 had; . . . [or] (7) that a trade secret or other confidential research, development, or commercial
5 information not be revealed or be revealed only in a designated way." The trial court has broad
6 discretion to grant motions in limine to exclude evidence that may contain privileged or
7 confidential information, or for equitable considerations based on the parties' conduct. *See Bull v.*
8 *McCusky*, 96 Nev. 706 (1980).

9 **B. *Jacobs Should be Precluded from Using the Stolen Documents in Preparation For or***
10 ***During the Course of the Evidentiary Hearing.***

11 1. *Nevada's Rules of Professional Conduct Prohibit Jacobs' Counsel from Using*
12 *Stolen Documents*

13 As codified in Nevada's Rules of Professional Conduct, lawyers are prohibited from using
14 illegally obtained evidence. Nevada RPC 4.4(a) provides in relevant part:

15 (a) In representing a client, a lawyer shall not . . . use methods of obtaining
16 evidence that violate the legal rights of such a [third] person.

17 Commenting on this rule, Hazard, Hodes and Jarvis, in their treatise *The Law of Lawyering Third*
18 Edition, note:

19 Rule 4.4 continues the theme of fairness in advocacy by recognizing the
20 rights of nonclients, including opposing parties in litigation. Such
21 recognition is testimony to the fact that lawyers are not supposed to be
22 amoral hired guns; their role is rather to fight for their clients as hard as
23 need be, but fairly.

24 Aspen Pub §40.2 (2010 edition).

25 This standard is reiterated again in Nevada RPC 8.4, which provides:

26 **Misconduct.** It is professional misconduct for a lawyer to . . . (d) *[e]ngage*
27 *in conduct that is prejudicial to the administration of justice.* (emphasis
28 added).

Ethics opinions from various jurisdictions have consistently held that once a lawyer is in
possession of documents that he knows or should know are stolen, professional responsibility
rules comparable to Nevada's Rule 8.4 prohibit the lawyer from using them. Indeed, in *Perna v.*

1 *Electronic Data Corp.*, 916 F.Supp. 388 (D. N.J. 1995), the Advisory Committee on Professional
2 Ethics weighed in and found that New Jersey's Rule of Professional Conduct 8.4 applied. The
3 Ethics Opinion stated:

4 It is well established that an attorney may not do indirectly that which is
5 prohibited directly (see RPC 8.4(a)), and *consequently the lawyer cannot*
6 *be involved in the subsequent review of evidence obtained improperly by*
7 *the client.* Furthermore, the conduct of the inquirer's client [who initially
8 obtained opposing counsel's documents] may have been of benefit to that
9 client in the litigation. *For a lawyer to allow a client's improper actions*
10 *taken in the context of litigation to benefit that client in such litigation*
11 *would constitute "conduct that is prejudicial to the administration of*
12 *justice" under RPC 8.4(d).*

13 See Advisory Opinion 680, Advisory Committee on Professional Ethics, 4, N.J.L. 124 (Jan. 16,
14 1995) (emphasis added); see also ABA Comm. on Ethics and Professional Responsibility, Form
15 Op. 368 (1992) ("Inadvertent Disclosure of Confidential Materials"). *Accord, Milford Power Ltd.*
16 *Partnership v. New England Power Co.*, 896 F. Supp. 53, 57 (D. Mass. 1995); *Resolution Trust*
17 *Corp. v. First of America Bank*, 868 F. Supp. 217, 219, 220 (W.D. Mich. 1994) (ordering
18 destruction of improperly received documents plus all copies and "all notes relating to" it); see
19 also *Zahodnick v. International Business Machines Corp.*, 135 F.3d 911, 915 (4th Cir.
20 1997)(holding that confidential and/or stolen information cannot be supplied to a third party, even
21 if it is that party's attorney).

22 Here, Jacobs' counsel's disclosure and use of documents and information that his client
23 has stolen from SCL and LVSC, which includes attorney-client privileged and confidential
24 documents, and clearly constitutes a violation of Nevada Rule of Professional Conduct 8.4
25 because Plaintiff's counsel is deliberately taking advantage of Jacobs' criminal conduct, and
26 flouting the attorney client privilege of SCL that has been compromised by no fault of SCL.

27 Jacobs' counsel must therefore be precluded from using any of the Stolen Documents as
28 evidence at the Evidentiary Hearing, or in preparation for the Evidentiary Hearing to adjudicate
29 the personal jurisdiction issue.

30 2. *Jacobs Has an Obligation to Maintain Confidentiality and Should Be Precluded*
31 *From Using The Stolen Documents at the Evidentiary Hearing.*

32 In addition to his counsel's ethical obligations, Jacobs has an independent obligation to

1 not disclose the Stolen Documents or introduce them as evidence at the Evidentiary Hearing.¹ As
2 stated, if a party is aware that they are in the possession of confidential or privileged information,
3 he/she may not disclose it to a third-party, even their attorneys. *Zahodnick*, 135 F.3d at 915. In
4 *Zahodnick*, an employee, who signed two nondisclosure agreements, retained confidential
5 information belonging to the company, IBM, upon his termination. The employee further
6 forwarded the documents to his counsel without IBM's consent. *Id.* The court determined that
7 there was a breach of confidentiality and enjoined the employee from disclosing the confidential
8 materials to third parties. *Id.* This duty is not confined to cases where a party executes a
9 confidentiality agreement, but also applies where the litigant knows, or has reason to know, that
10 the information is confidential or privileged. See *Leonard v. The Louis Berkman, LLC*, 417
11 F.Supp.2d 777 (N.D. W.V. 2006).

12 Additionally, as the former Chief Executive Officer of SCL, Jacobs served as an employee
13 and executive of SCL's subsidiary VML, and therefore is obligated to abide by all company
14 policies, including, but not limited to, VML's Confidential Company Information Policy. VML's
15 Confidential Company Information Policy requires that:

16
17 Upon separation from the Venetian Macau Ltd., all Team Members are
18 required to return all electronic files, CDs, floppy discs, information
19 reports and documents (including copies) containing any confidential
and/or proprietary information to the respective department head.

20 As such, Jacobs' refusal to return the Stolen Documents is a direct violation of the
21 Confidential Company Information Policy.

22 Through his counsel, Jacobs has already admitted that he is aware that the Stolen
23 Documents contain confidential and/or privileged information. Jacobs has also made it clear that
24 he intends to use the Stolen Documents for whatever purpose he unilaterally deems appropriate,
25 and has made no effort to maintain the confidentiality of the information contained therein.

26 ¹ In addition to the confidentiality and privilege concerns, SCL submits that the Stolen
27 Documents must be excluded from use at the Evidentiary Hearing (or disclosure prior thereto) as
28 there is a risk of disclosure of personal information subject to Macau's Personal Data Protection
Act (the "Macau Act"). Here, Jacobs has confirmed that he intends to disclose and use company
documents that contain personal data in violation of the Macau Act, including but not limited to
correspondence listed at Exhibit Nos. 7, 8, 13, 15, 16, 18, 22, and 23 identified in Exhibit D.

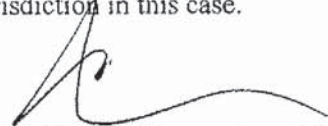
1 Therefore, Jacobs should be precluded from using the Stolen Documents in connection with this
2 Court's jurisdictional determination at the Evidentiary Hearing.

3 IV.

4 CONCLUSION

5 For the foregoing reasons, SCL hereby requests that the Court grant its Motion and issue
6 an Order excluding any of the Stolen Documents from use in connection with the Evidentiary
7 Hearing, and all proceedings related to personal jurisdiction in this case.

8 DATED September 26, 2011.



9 Patricia Glaser, Esq. (Pro Hac Vice Admitted)
10 Stephen Ma, Esq. (Pro Hac Vice Admitted)
11 Andrew D. Sedlock, Esq. (NBN 9183)
12 GLASER WEIL FINK JACOBS
13 HOWARD AVCHEN & SHAPIRO, LLP
14 3763 Howard Hughes Parkway, Suite 300
15 Las Vegas, Nevada 89169
16 Telephone: (702) 650-7900
17 Facsimile: (702) 650-7950
18 E-mail:
19 pglaser@glaserweil.com
20 sma@glaserweil.com
21 asedlock@glaserweil.com

22 *Attorneys for Sands China, Ltd.*

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DECLARATION OF JUSTIN C. JONES

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

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

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

3. I am counsel of record for Defendant Las Vegas Sands Corp. ("LVSC") in litigation brought by Steve Jacobs in Eighth Judicial District Court Case No. A627691-B.

4. I make this Declaration in Support of LVSC's Motion for Protective Order and for Return of Documents (the "Motion").

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

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

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

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

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

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

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

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

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

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

11 See Exhibit E to Motion for Protective Order.

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

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

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

19 DATED September 8, 2011.

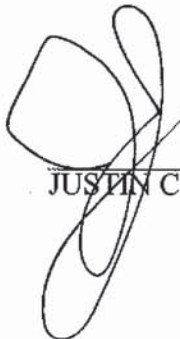
20
21 
22 JUSTIN C. JONES
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EXHIBIT H



August 2, 2011

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

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

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

Dear Messrs. Campbell and Williams:

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

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

Holland & Hart

Phone (702) 669-4600 Fax (702) 669-4650 www.hollandhart.com

9555 Hillwood Drive 2nd Floor Las Vegas, NV 89134

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

August 02, 2011

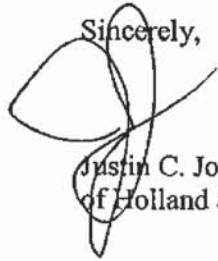
Page 2

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

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

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

Sincerely,

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

Justin C. Jones
of Holland & Hart LLP

JCJ

*** TX REPORT ***

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HOLLAND & HART 

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

August 2, 2011

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

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

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

Dear Messrs. Campbell and Williams:

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

1. Mr. Jacobs and your firm are in possession of documents which Mr. Jacobs acquired during the course of his employment, which employment Mr. Jacobs alleges was with Las Vegas Sands Corp. ("LVSC").
2. These documents include material that, based upon your initial review, may be subject to the attorney-client privilege.
3. Mr. Jacobs did not sign any confidentiality policy or other document containing a confidentiality provision and thus does not believe that he is bound to keep confidential those documents obtained during the course of his employment.
4. Mr. Jacobs believes that Macanese data privacy laws do not prohibit him from disclosing documents in this matter; rather, Mr. Jacobs believes, after consulting with others, that Macanese data privacy laws are being used by Defendants in this

EXHIBIT I



CAMPBELL
& WILLIAMS
ATTORNEYS AT LAW

VIA E-MAIL

August 3, 2011

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

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

Dear Justin:

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

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

1. This is an accurate statement.

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

700 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101
PHONE: 702/382-5222
FAX: 702/382-0540

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

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

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

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

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

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

Very truly yours,

CAMPBELL & WILLIAMS


J. Colby Williams, Esq.

JCW/

EXHIBIT J

VENETIAN and PALAZZO	Title	Confidential Company Information
	Relevant Department(s)	All
	Position(s) Applied To	All

CONTENTS**Confidential Company Information****Policy**

During the course of a Team Member's workday, Team Members may have access to confidential information. The Venetian & The Palazzo's (the "Company's") Confidential Company Information Policy prohibits the misuse of the Company's confidential and/or proprietary information.

- "Misuse" includes, but is not limited to, any unauthorized disclosure, release, transfer, sale, copy, removal, reproduction, falsification, modification, destruction and/or unnecessary or careless discussion of confidential and/or proprietary information. Additionally, "misuse" includes the discussing or sharing of confidential and/or proprietary information with unauthorized personnel, competitors, family, friends or any other outside parties.
- Confidential and/or proprietary information includes, but is not limited to, trade secrets, marketing plans, programs and strategies, research analyses, and/or development data, customer and/or supplier information including identities, credit, gaming or ratings information, lists or any other related information, customer and/or Company financial information not publicly disclosed, business plans, personnel files, Team Members names, addresses and/or telephone numbers and other information regarding Team Members, agents or representatives of the Company, policies and procedures, Company manuals, proprietary computer software programs developed by the Company, Company financial or budget information, organizational charts, any information regarding Team Members and promotional ideas or items that are unique assets of the Company and any information regarding legal proceedings involving the company, its parent and/or any subsidiary or related entity and/or any current or former Company Team Member.

Nothing in this policy is intended to prohibit Team Members from discussing their wages and/or other terms and/or conditions of employment with others. By accepting employment with the Company, Team Members agree to comply with this policy during and after their term of employment.

Misuse of confidential and/or proprietary information furnished to/or coming to a Team Member's attention, except as necessary for the performance of a Team Member's duties or as required by law, is prohibited and constitutes grounds for disciplinary action up to and including termination. In the event that a Team Member's action constitutes a violation of the law, it is the Company's policy to refer the matter to the Company's legal department and/or appropriate county and/or state agency for handling.

- Company Team Members must not disclose to the Company any information that is deemed to be the proprietary or confidential information and/or trade secret of a third party.
- Team Members are required to sign a Confidentiality Agreement as a condition of employment or continued employment.
- Confidential and/or proprietary information is to be kept confidential during and subsequent to a Team Member's employment and may not, in any way, be used to benefit the Team Member or any subsequent employer.

To ensure compliance with this policy, the Company requires that all preparers and users of confidential information take the following steps in preparing and/or distributing confidential information:

- Distribution of confidential information shall be only to specifically authorized individuals.
- A secure method of distribution shall be used. In most instances this means hand delivery to the authorized individual.
- Distribution of information pertaining to marketing or customers shall be copy controlled, with the distributor recording by whom and when each copy was received and then followed up on a regular basis to ensure the documents are either returned or destroyed when no longer needed.
- All confidential information shall be protected from unauthorized access. Protection includes locking the information in desks, file cabinets or offices when not being used. Access to the keys to these areas should likewise be controlled.
- The same protection measures described above are to apply to confidential information stored on personal computers. If stored on a hard disk, the personal computer itself should be locked or be located in an office that can be locked when not in use. Computer disks containing confidential information shall likewise be secured when not in use.
- All confidential documents and reports are to be shredded as soon as they are no longer needed (assuming they are not original documents or reports required to be retained as part of Company, federal or state record keeping requirements).

Upon separation from the Company, all Team Members are required to return all material, information, reports and documents (including copies) in their possession containing any confidential and/or proprietary information to the respective department head.

The Legal Department is to be consulted whenever there are questions as to whether particular items and/or information are to be considered confidential and/or proprietary. Questions as to who is to be permitted access to confidential information are to be brought to the attention of individual department Directors or divisional Vice Presidents. Any failure to adhere to this policy must immediately be communicated to the Legal Department.

REFERENCES

Confidentiality Agreement

Updated Date August 14, 2007

Approved By Senior VP of Operations and Associate General Counsel

All content is proprietary information of Las Vegas Sands Corp. and its subsidiaries (the "Company"). Misuse or unauthorized disclosure of Company information is prohibited and constitutes grounds for disciplinary action up to and including termination. The Company reserves the right to change its policies, procedures and benefits with or without notice and those changes may not always be reflected in these pages.

ORIGINAL

Alvin D. Shuman

CLERK OF THE COURT

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

FRIDAY, SEPTEMBER 16, 2011

APPEARANCES:

FOR THE PLAINTIFF:

JAMES J. PISANELLI, ESQ.

FOR THE DEFENDANTS:

JUSTIN C. JONES, ESQ.
PATRICIA GLASER, ESQ.
STEPHEN MA, 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.

CLERK OF THE COURT

OCT 14 2011

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1 LAS VEGAS, NEVADA, FRIDAY, SEPTEMBER 16, 2011, 11:01 A.M.

2 (Court was called to order)

3 THE COURT: Ms. Glaser, are you on the phone?

4 MS. GLASER: Yes, I am, Your Honor.

5 THE COURT: All right. Counsel, if you can approach
6 the bench so Ms. Glaser can hear you while we're talking.

7 This is the Jacobs versus Sands China case, and it's
8 my understanding you wanted to see me for some reason. I've
9 been reading issues in the paper, so I don't know why you want
10 to talk to me, but I'm here.

11 MR. PISANELLI: Well, Your Honor, it's -- this
12 meeting was initiated at my request. We have substituted in
13 as counsel for Campbell & Williams and wanted first and
14 foremost to let you know about that.

15 And I wanted to address a couple of issues with you,
16 not necessarily for resolution, but bring it to your
17 attention, get your input if you're inclined to give it, and
18 what to do.

19 From my personal selfish perspective I would like to
20 throw out the idea of reconsidering our schedule so that I
21 have an opportunity to read this very complicated matter and
22 get up to speed as quickly as possible. Today I know was a --

23 THE COURT: And by the schedule you mean that the
24 briefing schedule and discovery I'd set to occur so I can do
25 the hearing that the Supreme Court has directed me to do and

1 we had scheduled for the week starting November 21st based on
2 everyone's availability two or three weeks ago when we were
3 last here?

4 MR. PISANELLI: Right.

5 THE COURT: Okay.

6 MR. PISANELLI: My request to you and counsel for
7 consideration is not to push this thing back too far. You
8 know, we're the plaintiff. We're the ones interested in
9 keeping everything moving as much as anyone. But in order to
10 give me a fair opportunity in light of my other
11 responsibilities, including those other expedited matters
12 before you, I would like to --

13 THE COURT: That's not till Tuesday.

14 MR. PISANELLI: Many steps after Tuesday, however.

15 -- is to move everything back 30 days.

16 MS. GLASER: Your Honor, please let me know, because
17 I apologize for being on the phone --

18 THE COURT: It's your turn, Ms. Glaser.

19 MS. GLASER: Thank you. We are very much opposed
20 to continuing the evidentiary hearing. It's not till
21 November 21. I am not trying to be unprofessional, because I
22 appreciate that Counsel's just coming into the case; but --
23 and again, at the risk of sounding pedantic, this should not
24 become our problem. Sands China, if appropriate, wants out.

25 THE COURT: So can I ask a question that I read in

1 the paper. I read in the paper that I have a really big
2 hearing on October 18th related to some documents --

3 MS. GLASER: Yes.

4 THE COURT: -- that you allege Mr. Jacobs stole.
5 And I read that in the newspaper.

6 MR. JONES: Actually --

7 MS. GLASER: Let me address that, if I might.

8 THE COURT: Okay. Mr. Jones says it's his client.

9 So how on --

10 MS. GLASER: It is --

11 THE COURT: Wait. Let me finish. How on earth are
12 you guys going to be ready for a hearing on November 21st if
13 I've got that kind of motion? From the paper it sounds like
14 it's a rather substantial motion that is set for hearing four
15 weeks before that.

16 MS. GLASER: It's unrelated, Your Honor.

17 MR. JONES: It is unrelated, Your Honor. It's --
18 they have documents in their possession which we allege that
19 they should not have. We've asked for them back.

20 But in terms of jurisdiction, jurisdictional issue
21 does not in my opinion relate to the documents --

22 THE COURT: I haven't read the motions. I only read
23 the newspaper, which was how I knew Mr. Pisanelli was coming
24 into this case.

25 MS. GLASER: Your Honor, this is --

1 THE COURT: I heard it in the newspaper.

2 MS. GLASER: This is Patty Glaser. If I could just
3 address it for a second. There is a stay with respect to
4 Sands China, so the motion -- motions that were filed and to
5 be heard on October 18th are unrelated to Sands China and
6 certainly the jurisdictional motion, in our view, number one.

7 Number two, we are extremely concerned, which is why
8 I think Mr. Jones has additional papers for Your Honor, which
9 I'm sure you would not love in terms of too many papers. But
10 what we've done here is we are very concerned -- in our view
11 Mr. Jacobs took a great deal of documents, again, unrelated to
12 the jurisdictional issue. And we at least want to make sure
13 that in the interim between now and October 18th that Mr.
14 Pisanelli -- who I have no reason to doubt at all -- Mr.
15 Pisanelli and Mr. Jacobs be ordered not to provide those
16 documents to any third parties or the contents of those
17 documents to any third parties until Your Honor has had an
18 opportunity to rule on the motions for October 18th.

19 MR. PISANELLI: Couple of points, Your Honor.

20 THE COURT: Sure.

21 MR. PISANELLI: The first thing on the motions. As
22 I understand it, there are multiple motions that have been
23 filed. And, of course, the first thing that I wanted to find
24 out about these motions is how they could be permitted in
25 light of the Supreme Court's order that says this entire

1 action -- not as Ms. Glaser just represented -- the order says
2 this entire action shall be stayed but for the jurisdictional
3 issues for Your Honor to be determined.

4 So my question to you is whether you intend to go
5 forward, whether you want me responding.

6 THE COURT: Well, I think you need to ask the
7 Supreme Court, don't you? They're the ones who issued the
8 stay.

9 MR. PISANELLI: Well, but the motion is --

10 THE COURT: Technically I'm not supposed to do
11 anything except --

12 MR. PISANELLI: That's my point.

13 THE COURT: -- schedule the evidentiary hearing and
14 get you guys ready for it.

15 MR. PISANELLI: And that is my point. And so I'm
16 kind of stuck between this rock and a hard place where we have
17 a different court saying, don't do anything, we have parties
18 that are doing something anyway. And if Your Honor can and is
19 interested in giving us direction of whether you intend to
20 hear these motions, that certainly give me some --

21 THE COURT: I haven't read them.

22 MR. PISANELLI: -- some vision of what needs to be
23 done.

24 THE COURT: I read about them in the newspaper.

25 MS. GLASER: Your Honor, may I make a suggestion?

1 THE COURT: I'm always open to communications.

2 MS. GLASER: This is a suggestion. You are -- we're
3 putting you at tremendous disadvantage. Is there a time next
4 week that we could have a discussion with you -- and I'm
5 certainly glad, because it's very important to us, that we do
6 this in person after you've had a chance, if you have a
7 chance, to at least look at these motions and at least
8 consider today making sure -- and maybe Mr. Pisanelli would
9 agree to this, I'm hoping he would -- that the documents that
10 we are concerned about that are the subject of your -- of the
11 October 18th motions, at least that he agree that he and his
12 client will not disseminate the information in them or the
13 documents to -- or further review them until Your Honor's had
14 an opportunity -- either you or the Nevada Supreme Court has
15 an opportunity to say yea or nay. We don't -- if you read the
16 order literally, it is our -- from the Nevada Supreme Court,
17 since it was Sands China's motion that went up, our petition
18 that went up, we believe it is only applicable to Sands China,
19 not to --

20 THE COURT: That's not how the Nevada Supreme Court
21 interprets their orders, let me tell you.

22 MR. PISANELLI: Right. And Sands China's motion,
23 Your Honor, was denied as moot because the Supreme Court
24 entered its own order staying the entire case. And that's my
25 point of what are we to do here. I think the motions should

1 be withdrawn and leave has to be obtained from you or the
2 Supreme Court to do what they did.

3 THE COURT: I have read it in the newspaper, as
4 opposed to taking any action in the case. And you requested
5 to talk to me. So I'm here to talk to you. I think somebody
6 needs to ask the Nevada Supreme Court stuff. I'm telling you
7 the same thing I tell the lawyers in CityCenter. If you don't
8 want to ask the Supreme Court stuff about what their stay
9 really means, that's up to you. But given the language of the
10 stay, I don't think I can do anything other than set the
11 specific hearing they told me related to jurisdiction.

12 MR. PISANELLI: Well, that's certainly our position,
13 and --

14 MS. GLASER: Your Honor, that is -- that is not our
15 position. We would like the opportunity to at least talk
16 among ourselves and decide if we're going to proceed without
17 that additional advice from the Nevada Supreme Court or if we
18 are. But my biggest concern, because I -- we will deal with
19 that and hopefully in an appropriate fashion. I just want to
20 make sure that Mr. Pisanelli will acknowledge that with
21 respect to documents that his client has, in our view, taken
22 improperly -- he doesn't have to acknowledge that, but
23 improperly from the Las Vegas Sands and Sands China that at
24 least until this is heard either by the Nevada Supreme Court
25 or Your Honor that there will be no dissemination of the

1 information or the documents to anybody.

2 THE COURT: Okay. As I said, Ms. Glaser, I'm not
3 doing anything, okay.

4 MR. JONES: Your Honor, can I --

5 THE COURT: Yes, Mr. Jones.

6 MR. JONES: These were our motions, and obviously we
7 would like to know if Your Honor doesn't believe that she can
8 hear because of what the Nevada Supreme Court has done.
9 Because if that's the case, then I think that we're going to
10 have to file a separate action which will in the end get
11 consolidated with this action. Because we can't be in a
12 position in which we don't have any way to bring motions to
13 the attention of the Court in order to prohibit activity.

14 THE COURT: Okay. Here's the deal, Mr. Jones. I'm
15 looking at the Supreme Court's order. I'm reading the last
16 paragraph. "...order the petition granted and direct the
17 clerk of this court to issue a writ of mandamus instructing
18 the District Court to hold an evidentiary hearing on personal
19 jurisdiction, to issue findings of fact and conclusions of law
20 stating the basis for its decision following that hearing, and
21 to stay the action," and I use that term in quotation marks
22 because we all know what that means in Nevada, "as set forth
23 in this order until after entry of the District Court's
24 personal jurisdiction decision.

25 "Footnote Number 2, petitioner's motion for a stay

1 is denied as moot in light of this order."

2 I don't think I can do anything. I'm talking to you
3 because you asked to come see me. I don't think I can do
4 anything.

5 MR. JONES: Right. Then we'll do what we need to
6 do.

7 THE COURT: I think you should ask the Nevada
8 Supreme Court.

9 MR. JONES: I don't know that we have time to ask
10 the Nevada Supreme Court, because we need --

11 THE COURT: I'm not --

12 MR. JONES: -- sit around and wait for the Nevada
13 Supreme Court to tell us what they really meant by that order,
14 so I think that we have to just proceed.

15 MR. PISANELLI: That's what motions are for, in the
16 Supreme Court or otherwise, Your Honor.

17 And so what I really came here for primarily, Your
18 Honor, which I think you do have power to address, is whether
19 you can give me a little time to get up to speed.

20 MS. GLASER: Wait. Your Honor, disclosure is
21 required today. Your prior order was that --

22 MR. PISANELLI: That's why I'm here today.

23 MS. GLASER: -- we were to exchange witnesses and
24 documents. The November 21 evidentiary hearing is two months
25 away. We urge, please, please urge the Court not to continue

1 that date.

2 THE COURT: Okay. I'm not talking about that. What
3 Mr. Pisanelli just asked is could I give him a few days to
4 make his disclosures.

5 MS. GLASER: Well, I --

6 THE COURT: Does anyone have an objection to him
7 having a few days to make his disclosures?

8 MS. GLASER: We respectfully object, but we
9 understand the exigencies of the situation.

10 THE COURT: Mr. Pisanelli, given the evidentiary
11 hearing I have scheduled for you on Tuesday, the fact you told
12 me when I tried to schedule that earlier that you're going to
13 be in San Francisco on Monday, how about I give you till
14 Friday?

15 MR. PISANELLI: Thank you, Your Honor.

16 THE COURT: All right. 'Bye.

17 MR. JONES: Thank you, Your Honor.

18 THE COURT: And I assume you guys will talk to the
19 Nevada Supreme Court.

20 MR. PISANELLI: Your Honor, there is another issue
21 on your order -- or your minute order that I read, and that is
22 telling the parties if we could not agree on discovery to file
23 a motion with you within a few days. Can I have till Friday
24 to file that motion, as well?

25 THE COURT: No. You should have done that already.

1 MR. PISANELLI: I've just gotten in the case, Your
2 Honor.
3 THE COURT: Can you do it by Wednesday?
4 MR. PISANELLI: Yes. Thank you.
5 MS. GLASER: I'm sorry. What is going to be on
6 Wednesday?
7 MR. JONES: We'll call you about it.
8 MS. GLASER: Okay.
9 THE PROCEEDINGS CONCLUDED AT 11:12 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

10/13/11

DATE



CLERK OF THE COURT

NOTC

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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,
in his individual and representative capacity;
DOES I-X; and ROE CORPORATIONS I-X,

Defendants.

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

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

**NOTICE OF WITHDRAWAL OF
MOTIONS**

LAS VEGAS SANDS CORP., a Nevada
corporation,

Counterclaimant,

v.

STEVEN C. JACOBS,

Counterdefendant.

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

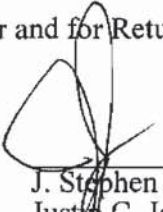
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1. Motion to Compel Return of Stolen Documents Pursuant to Macau Personal Data Protection Act;

2. Motion for Leave to File Amended Counterclaim; and

3. Motion for Protective Order and for Return of Stolen Documents.

DATED September 19, 2011.



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Attorneys for Las Vegas Sands Corp.

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Las Vegas, Nevada 89134

CERTIFICATE OF SERVICE

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

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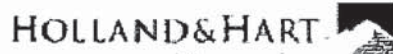
Dineen Bergsing

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

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

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ORIGINAL

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

Steven D. Quinn
CLERK OF THE COURT

STEVEN JACOBS

Plaintiffs

vs.

LAS VEGAS SANDS CORP., et al..

Defendants

And related cases and parties

CASE NO. A-627691

DEPT. NO. XI

Transcript of
Proceedings

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:

JILL HAWKINS
District Court

TRANSCRIPTION BY:

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
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44

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 set on about three days' notice. We're happy with three days'
2 notice.

3 MR. PISANELLI: Three days' notice on an issue that
4 has no relevancy until November? I'd ask Your Honor to give
5 us the appropriate amount of time to respond to what appears
6 to be --

7 THE COURT: The motion in limine.

8 MR. PEEK: I was just talking about my motion.

9 THE COURT: See, I've got a motion for sanctions,
10 and I've got a motion in limine.

11 MR. PEEK: Yeah. I --

12 THE COURT: I've got two different kinds of motions.

13 MS. GLASER: Actually, the --

14 MR. PISANELLI: This is all news to me. I haven't
15 seen them.

16 THE COURT: Oh. Okay.

17 MS. GLASER: Your Honor, with respect to the motion
18 in limine, which I -- is the only one that I can address, we
19 would like it as quickly as humanly possible. Mr. Pisanelli
20 has been served with a motion in limine. We are asking for --
21 that the -- no documents stolen by Mr. Jacobs be utilized in
22 connection with anything having to do with the evidentiary
23 hearing. And I think that issue needs to be resolved as soon
24 as possible by Your Honor.

25 THE COURT: Okay.

1 MR. PISANELLI: I'll object to --
2 THE COURT: Well, wait.
3 MR. PISANELLI: I'm sorry.
4 THE COURT: Let me go to -- I don't sign OSTs on
5 motions in limine usually. That's the general rule. So let
6 me go to a subset of the situation in this particular case.
7 Has anybody heard from the Nevada Supreme Court on
8 the emergency petition that Justin Jones was kind enough to
9 take me up on and file?
10 MS. GLASER: No, Your Honor, we have not.
11 MR. PEEK: We have not, Your Honor.
12 THE COURT: It's not your fault.
13 MR. PEEK: No, it's not, Your Honor.
14 THE COURT: I'm not saying it's your fault.
15 MR. PEEK: Your Honor, the motion was just filed, so
16 I didn't expect the Supreme Court to hear it. And I hope you
17 heard about it not from the newspapers as opposed to --
18 THE COURT: This time it was served on --
19 MR. PEEK: Good.
20 THE COURT: -- me as required by the rules, and I
21 looked at it. And I didn't read about it in the paper. So I
22 certainly understand, Ms. Glaser, that you would like to have
23 this heard sooner, rather than later. The issues are
24 integrally interrelated with the issues that are the subject
25 of this what I'm calling a discovery dispute which isn't

1 before the Nevada Supreme Court, which unfortunately I can't
2 resolve because of the stay that is in place. But in
3 connection with the hearing that is upcoming I can certainly
4 address it as part of that process. But the question's going
5 to be how long are we going to do it, and I'm not going to
6 shorten it to three, four days.

7 MS. GLASER: Your Honor, I obviously will bow to
8 whatever you want to do in that regard. It clearly needs to
9 be resolved, because we think if you look at the disclosures
10 that were served on us that they intend to -- documents they
11 intend to use, those are documents that were stolen, in our
12 view, I don't think there's a different view from -- by Mr.
13 Jacobs, some of which are attorney-client privileged
14 documents. Your Honor, none of these documents should be
15 utilized in connection with any evidentiary hearing set for
16 November 21.

17 THE COURT: Mr. Pisanelli, have you seen the motion
18 in limine yet?

19 MR. PISANELLI: No.

20 THE COURT: Okay. Assume you get a copy in the next
21 day or so --

22 MR. PISANELLI: It was served. I haven't seen it.

23 THE COURT: It looks a lot like this.

24 MR. PISANELLI: It was served. I just haven't seen
25 it.

1 MR. PEEK: And mine was also served, Your Honor, on
2 Mr. Pisanelli.

3 THE COURT: The text of the motion is 12 pages and,
4 gosh, it looks a lot like what we're dealing with on the
5 motion that we dealt with a week ago Friday and the motion we
6 dealt with --

7 MR. PISANELLI: Sure.

8 THE COURT: -- Monday?

9 MR. PEEK: A week ago Tuesday, I think, Your Honor.
10 Maybe Monday.

11 MS. GLASER: It's actually more restricted, because
12 it only deals with documents in connection with the
13 evidentiary hearing, Your Honor.

14 THE COURT: Okay.

15 MR. PISANELLI: Okay.

16 THE COURT: So it's the same issue that we've been
17 talking about.

18 MR. PISANELLI: So Ms. Glaser will be surprised, I'm
19 sure, when she says that no one disagrees on what to do or
20 even what we have, we have a lot of disagreement even with
21 the --

22 THE COURT: I'm not arguing the motion today.

23 MR. PISANELLI: -- labels that are being thrown
24 around with stolen documents. Understood.

25 THE COURT: I'm not arguing it. I'm just want to

1 know how long you think you need to brief it.

2 MR. PISANELLI: Give me -- I'm leaving town for a
3 mediation tomorrow, so I'm going to be out for the next couple
4 days. So since our hearing doesn't begin until November, I
5 would ask for 10 days.

6 THE COURT: That means I need a response for you --
7 from you by next Friday, which is October 7th.

8 MR. PISANELLI: Okay.

9 THE COURT: Ms. Glaser, once you get that, how long
10 do you need before you give me a reply brief?

11 MS. GLASER: The 10th, Your Honor.

12 THE COURT: That's the Monday. So do you want to
13 have a hearing on October 13th, which is the day Mr.
14 Pisanelli's already scheduled to be here with Mr. Ferrario
15 which you're trying to move? Does that work?

16 MS. GLASER: Absolutely.

17 THE COURT: All right.

18 THE CLERK: What time?

19 THE COURT: 9:00 o'clock.

20 THE CLERK: Thank you.

21 THE COURT: So we have negotiated the first of our
22 issues.

23 Now with respect to Mr. Peek's sanction motion,
24 Mr. Peek, this I guess is because you believe there has been a
25 violation of the interim order that I entered because I really

1 think that the Las Vegas Sands versus Jacobs is a subset of
2 the Jacobs versus Sands discovery dispute.

3 MR. PEEK: I know. And we disagree with the --

4 THE COURT: I understand.

5 MR. PEEK: -- the Court on that, so -- but we can
6 certainly agree to disagree.

7 THE COURT: But it's a violation of the interim
8 order that I entered in that case.

9 MR. PEEK: That is correct, Your Honor. Because
10 what we found when we saw the disclosures that Mr. Pisanelli
11 submitted in this case --

12 THE COURT: The Jacobs versus Sands case.

13 MR. PEEK: -- the Jacobs versus Sand -- what we saw
14 clearly were attorney-client communications.

15 THE COURT: Okay.

16 MR. PEEK: And I remember Mr. Pisanelli standing
17 before this Court and talking in his -- about he was not going
18 to violate the rules of professional responsibility, he was
19 not going to violate the Nevada Rules of Civil Procedure so
20 what was the harm and why do we need all this relief. Well,
21 now we know. We also know, Your Honor, and perhaps the Court
22 didn't know this, is that the docket has been closed in the
23 remand to -- from the Nevada Supreme Court to this Court --

24 THE COURT: I read that in --

25 MR. PEEK: Yes.

1 THE COURT: -- the writ petition.

2 MR. PEEK: So we didn't -- we had to open a docket
3 with the Nevada Supreme Court. We can't go back to that same
4 docket. So --

5 THE COURT: I was surprised that occurred, since --

6 MR. PEEK: I was too, Your Honor.

7 THE COURT: -- they told me to send it back up.

8 MR. PEEK: I was actually very surprised that that's
9 happened.

10 THE COURT: I thought I had a Honeycutt issue
11 basically that I was dealing with.

12 MR. PEEK: That's kind of what I thought, as well,
13 Your Honor, was really a Honeycutt issue. So we had to open a
14 new docket. So we're concerned that we won't be able to get
15 the relief that we want within the two weeks that the Court
16 gave us, and we now have a clear violation of the interim
17 order, well, with respect to the review of attorney-client
18 privileged documents that Mr. Pisanelli told us he wasn't
19 going to look at.

20 THE COURT: Mr. Pisanelli, just assume with me for a
21 minute that Mr. Peek has a point, whether it's right or not.
22 Just assume he has a point. I know. How long is it going to
23 take you to respond to this one?

24 MR. PISANELLI: Well, I would say the same. I would
25 hope that between now and the 10 days that I respond that

1 these two lawyers that are throwing these allegations out will
2 read our disclosures and see that they're all public documents
3 or documents that have actually been submitted in this court
4 or a 16.1 production before they start so loosely throwing
5 these allegations out, and maybe they'll withdraw those
6 motions. If they don't, we'll call them out for all the
7 mistakes they've made in their papers and today, and we'll
8 respond in 10 days.

9 THE COURT: Okay. Well, here's my concern with
10 that. I had an interim order that was in effect for a period
11 of 14 days from the day I issued it. My order expires on
12 October 4th. I am looking to schedule a hearing prior to that
13 date.

14 MR. PEEK: And October 4th is Monday.

15 THE COURT: No, it's a Tuesday.

16 MR. PEEK: Tuesday?

17 THE COURT: It's the Tuesday a week from today.

18 MR. PEEK: I'm happy to do it on Tuesday, Your
19 Honor. Mr. Pisanelli and I are together on Monday on another
20 matter, so I'm happy to do it on Tuesday.

21 THE COURT: Because you guys --

22 MR. PISANELLI: Well, since we're doing
23 everything --

24 THE COURT: -- all have cases together.

25 MR. PISANELLI: Since we're doing everything at

1 hyperspeed, Your Honor, I don't think a reply should be a
2 material concern to everyone. So we'll file a brief with you
3 on Monday, and we'll show up on Tuesday.

4 MS. GLASER: Your Honor, if I might -- again, I'm
5 not involved in that particular motion. If you look at the
6 documents the were on the disclosure --

7 MR. PISANELLI: This is what we're going to brief,
8 Your Honor.

9 MS. GLASER: Let me -- let me finish.

10 MR. PISANELLI: We're going to have the oral
11 argument today?

12 MS. GLASER: May I finish?

13 THE COURT: No, we're not going to have an oral
14 argument today.

15 MS. GLASER: Your Honor --

16 THE COURT: But I'll listen to Ms. Glaser, because
17 if she wants to tell me to do something in the Las Vegas Sands
18 versus Jacobs case, I will certainly listen to her. But I
19 thought she was going to make a decision not to do anything in
20 that case.

21 MS. GLASER: I'm not talking that case.

22 THE COURT: Okay.

23 MS. GLASER: But I do need to address something that
24 was said by Mr. Pisanelli, and I'd like it to be addressed in
25 the context of the evidentiary hearing, which is of great

1 concern to us, Your Honor. Your Honor, if you look at -- and
2 I'm strictly limiting my comments to one thing he said. If
3 you look at the disclosures made in connection with the
4 evidentiary hearing, you will see Bates stamp numbers that go
5 all the way past 1100. That means that Mr. Pisanelli and his
6 office and his client have used documents and have literally
7 looked at documents that were taken from us without our
8 permission.

9 MR. PISANELLI: That is blatantly false --

10 THE COURT: I'm --

11 MR. PISANELLI: -- and she says it with nothing to
12 base it on. We have a thing here called an Internet, and if
13 they want to look they'll find all of those new Bates numbers
14 from the Internet.

15 THE COURT: Okay.

16 MS. GLASER: That's not true.

17 THE COURT: Gentlemen, ladies. I am not going to
18 address whether there has or has not been a substantive
19 violation of the interim order or whether that somebody has or
20 had not stolen documents or whether somebody has or has not
21 got documents that are protected by the attorney-client
22 privilege. I'm not going to address that today.

23 MR. PISANELLI: Fair enough.

24 THE COURT: And I'm not going to address that in the
25 case called Las Vegas Sands versus Jacobs, because I think

1 that I'm -- that's part of a discovery dispute that's in
2 Jacobs versus Sands, which the action has been stayed.

3 MR. PISANELLI: Right.

4 THE COURT: And luckily, Mr. Justin Jones was kind
5 enough to file an emergency request for relief for the Nevada
6 Supreme Court, which they may do something about.

7 I am, however, very concerned about the issue which
8 I discussed when Mr. Campbell was still counsel of record and
9 we had our discussion I want to say at the end of August about
10 when we were going to schedule the evidentiary hearing and
11 what had to be done so that I could comply with the writ that
12 was issued to me by the Nevada Supreme Court. And during that
13 original discussion I did have a discussion, and I don't
14 remember who it was that said it first, about whether
15 discovery would be appropriate for jurisdictional issues;
16 because sometimes it is, and when it is it's appropriate to
17 do. And I suggested at that time that counsel get together
18 and see if they could agree. My guess by the fact you're here
19 is that you didn't agree. And the fact that Mr. Pisanelli is
20 new has probably meant that we're here later than we would
21 have been if Mr. Campbell had still been counsel. So --

22 MS. GLASER: Let me --

23 THE COURT: -- that's my preface of where I am today
24 with respect to you guys.

25 MS. GLASER: Understood.

1 THE COURT: So it's your motion, Ms. Glaser.
2 MS. GLASER: It's actually --
3 MR. PISANELLI: Your Honor, it's our motion.
4 THE COURT: Or no, it's Mr. Pisanelli's motion.
5 Sorry.
6 MR. PISANELLI: Thank you. Well, in looking forward
7 to the evidentiary hearing, Your Honor, I have to give the
8 defendants credit for their chutzpa. I mean, what are we
9 looking at, the position that they are proffering to you that
10 they would like to present? They asked to be let out of this
11 litigation on grounds of no personal jurisdiction. They asked
12 now in five different contexts that I and my colleagues be
13 blindfolded to the evidence we rightly possess, these very fun
14 and now very tired labels of "stolen" being thrown out there
15 for press purposes or otherwise. They give no evidence
16 whatsoever but for a couple of perfunctory, conclusory, self-
17 serving affidavits and original briefs. They now even go so
18 far, Your Honor, as to offer expert testimony. And they
19 still, with all that said, come in front of you and say, but
20 no other discovery, don't let them have anything else, this is
21 tough enough, I'm assuming they're saying to themselves, to
22 stay out of this jurisdiction with what we know, don't let
23 them get to the real evidence that will govern this issue. I
24 have to ask if they even blush when they make these type of
25 arguments, wanting so much and giving so little.

1 So we start with a couple of general I think
2 irrefutable principles that we have to deal with and
3 defendants have to come to grips with, one of which they like,
4 right. And that is that we carry this burden. We'll have the
5 debate of whether the burden is one of prima facie evidence
6 because we are pretrial, or whether because of the nature of
7 the evidentiary hearing we're actually going to go to the
8 preponderance. But in any event, we carry the burden, and
9 you're not going to hear me dispute that.

10 That legal issue in and of itself has very, very
11 strong consequences and it's what leads us to the very
12 substantial body of law dealing with discovery. Because we
13 carry the burden, equity says that we have the right to
14 discovery. And it is a very, very minimal standard that Your
15 Honor has to apply, one that has been characterized as whether
16 our position on jurisdiction over Sands China appears to be
17 clearly frivolous. If you find that our position is clearly
18 frivolous under the Metcalf decision you can say, no need for
19 discovery because I see where this is going and none of this
20 discovery is going to help this concept of a frivolous notion.

21 And so the question before you today is is our
22 position that Sands China is subject to jurisdiction in this
23 state one that is clearly frivolous? Well, logically of
24 course, as the new person in the case you know where I
25 started, I started reading, right. I started reading a lot

1 about this very topic, including what Your Honor had to say
2 about it. And Your Honor said that this is not an issue
3 that's clearly frivolous. Matter of fact, Your Honor said
4 that you saw that there were pervasive contacts that Sands
5 China had with this forum. Now, I'll be frank, Your Honor.
6 I'm not altogether clear with what the Supreme Court wrestled
7 with. I'm not. I saw what was before you as evidence. Was
8 testimonial evidence by way of affidavits, it -- there was
9 verified documents before you, as well, there was lot of them.
10 And you read them and you considered them and you balanced the
11 law, and you found pervasive contacts.

12 So what the Supreme Court didn't see or struggle
13 with, I don't know. All that matters is they told us to come
14 back and have an evidentiary hearing, and that's what we're
15 going to do, and that's all that really matters. But the
16 point is this. In determining whether you can find now that,
17 rather than pervasive, our position is clearly frivolous, you
18 know, do we really need to look beyond what you've already
19 seen and what is in the record today? We have the two top
20 executives of Sands China live here, CEO and at one time the
21 president, and, of course, the chairman, Mr. Adelson. They
22 live here, and not only do they live here but they perform
23 their functions, from what we can see and what's in the
24 record, from Las Vegas. The two top-ranking officials of this
25 company live here and direct this company from Las Vegas.

1 We know that substantial energy went into designing
2 and developing projects for Sands China here in Las Vegas. We
3 know that they recruit executives for Sands China here in Las
4 Vegas. We know numerous contracts with Las Vegas Sands Corp.
5 for sharing responsibilities, et cetera, that Las Vegas Sands
6 Corp. has been so kind as to say are arm's-length deals.
7 Arm's-length deals. Doesn't matter that it's its parent.
8 They are contracting with the Nevada entity. They're not just
9 contracting with Las Vegas Sands, they're contracting with
10 Bally's, they're negotiating with Harrah's, they're dealing
11 with a company by the name of BASE Entertainment, they're
12 dealing with a company that governs and controls Circ Du
13 Solei. The point is this. They purposely direct their
14 energies into this state with contracts with entities from
15 this state. We'll find out if they're governed by Nevada law
16 and whether they're taking advantage in gaining the
17 protections of Nevada law. But we're filtering it right now,
18 all this evidence already in the record, through this clearly
19 frivolous standard to see if Sands China can rightly say that
20 no discovery should be allowed.

21 We know we have these ATAs, transfers of \$60 million-
22 plus. Saw the boards Mr. Campbell had prepared that he was
23 using to demonstrate that issue. I think it was characterized
24 that this entity is being used as a bank so that their
25 customers, Ms. Glaser's words, could have the convenience of

1 depositing money in China and walking into a Las Vegas casino
2 and taking that value out here, no different than if I went to
3 Bank of America to deposit my paycheck and then showed up in
4 Dublin to get the same type of benefit of my funds with the
5 banking institute. They don't like the idea of banking, and
6 they say that it's accounting and all that. But nonetheless,
7 right now we're talking about a clearly frivolous standard of
8 whether Sands China should be subject to discovery. So --

9 THE COURT: And you're only talking about
10 jurisdictional discovery at this point.

11 MR. PISANELLI: I'm sorry.

12 THE COURT: Jurisdictional discovery.

13 MR. PISANELLI: Right. And this is my point, Your
14 Honor. You already know all of these things in this case in
15 relation to our claim that Sands China is subject to
16 jurisdiction here. We are going to have an evidentiary
17 hearing, they have rebutted all of these categories and we are
18 entitled -- because we have the burden and because our
19 position is not clearly frivolous, we have the right to
20 conduct this discovery. That is the simple point that we are
21 making. And court after court has said under circumstances
22 like this, Your Honor, that if we don't -- if we are not
23 permitted to have discovery, it is, in all due respect, an
24 abuse of your discretion. So that's how we get here. Those
25 are the standards that we look at in determining whether

IN THE SUPREME COURT OF THE STATE OF NEVADA

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, DEPT. 11,

Respondents,

and

STEVEN C. JACOBS,

Real Party in

Interest.

Electronically Filed
Jun 21 2013 04:43 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

Case Number:

District Court Case Number
A627691-B

**APPENDIX IN SUPPORT
OF EMERGENCY
PETITION FOR WRIT OF
PROHIBITION OR
MANDAMUS TO
PROTECT PRIVILEGED
DOCUMENTS**

**Volume 1 of 24
(PA1 – 225)**

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**APPENDIX IN SUPPORT OF EMERGENCY PETITION FOR
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WRIT OF PROHIBITION OR MANDAMUS TO PROTECT
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CERTIFICATE OF SERVICE

Pursuant to Nev. R. App. P. 25, I certify that I am an employee of MORRIS LAW GROUP; that, in accordance therewith, I caused a copy of the **APPENDIX IN SUPPORT OF EMERGENCY PETITION FOR WRIT OF PROHIBITION OR MANDAMUS TO PROTECT PRIILEGED DOCUMENTS VOLUME 1 of 24 (PA1 – 225)** to be served as indicated below, on the date and to the addressee(s) shown below:

VIA HAND DELIVERY

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

Respondent

VIA ELECTRONIC AND U.S. MAIL

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

Attorneys for Steven C. Jacobs, Real Party in Interest

DATED this 21st day of June, 2013.

By: /s/Fiona Ingalls

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

SUPREME COURT
OF
NEVADA

(O) 1947A

11-26-107

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.


Hardesty, J.


Parraguirre, J.

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



CLERK OF THE COURT

MPOR
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Attorneys for Las Vegas Sands Corp.

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

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

Date:
Time:

**LAS VEGAS SANDS CORP.'S MOTION
FOR PROTECTIVE ORDER AND FOR
RETURN OF STOLEN DOCUMENTS**

LAS VEGAS SANDS CORP., a Nevada
corporation,

Counterclaimant,

v.

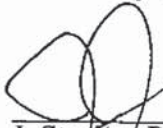
STEVEN C. JACOBS,

Counterdefendant.

Las Vegas Sands Corp. ("LVSC") hereby brings the following Motion for Protective Order and for Return of Stolen Documents. This Motion is made pursuant to NRCP 26(c) and is based upon the attached memorandum of points and authorities, the papers and pleadings on file

1 in this matter, and any oral argument that the Court may allow.

2 DATED September 13, 2011.

3 
4 J. Stephen Peek, Esq.
5 Justin C. Jones, Esq.
6 Brian G. Anderson, Esq.
7 Holland & Hart LLP
8 9555 Hillwood Drive, 2nd Floor
9 Las Vegas, Nevada 89134


10 *Attorneys for Las Vegas Sands Corp.*

11 **NOTICE OF MOTION**

12 TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD

13 YOU, and each of you, will please take notice that the undersigned will bring the above
14 and foregoing **LAS VEGAS SANDS CORP.'S MOTION FOR PROTECTIVE ORDER AND**
15 **FOR RETURN OF STOLEN DOCUMENTS** on for hearing before the above-entitled Court on
16 the 21 day of October, 2011, at CHAMBERS a.m. of said day in Department XI of said Court.

17 DATED September 13, 2011.

18 
19 J. Stephen Peek, Esq.
20 Justin C. Jones, Esq.
21 Brian G. Anderson, Esq.
22 Holland & Hart LLP
23 9555 Hillwood Drive, 2nd Floor
24 Las Vegas, Nevada 89134

25 *Attorneys for Las Vegas Sands Corp.*

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

For some time, LVSC suspected that Plaintiff Steve Jacobs ("Jacobs") had stolen sensitive and/or privileged company documents from LVSC as well as its indirect subsidiaries Sands China Ltd. ("SCL") and Venetian Macau Limited ("VML"). LVSC's suspicions were born out recently when Plaintiff's counsel revealed and explicitly admitted that Jacobs had in his possession approximately eleven gigabytes of documents taken from LVSC, SCL and/or VML, including documents that Jacobs admitted were subject to the attorney-client privilege and should properly be returned to LVSC. LVSC immediately demanded that Jacobs return the documents stolen by Jacobs; however, after initially agreeing to produce certain potentially privileged documents, Jacobs now refuses to return any documents to LVSC. Despite good faith attempts to meet and confer with opposing counsel, LVSC has no choice but to bring the instant motion seeking a protective order barring Jacobs from producing stolen company documents in this matter and compelling return of sensitive company document to LVSC.

As further stated below, a protective order compelling return of the company documents Jacobs looted from LVSC is appropriate for several reasons. First, documents must be returned because Jacobs, through the Vagus Consulting Agreement, has a contractual obligation to protect confidential and proprietary LVSC information and documents even after termination, and now seeks to violate his contractual obligations. Second, Jacobs has no right to possession of documents that contain communications between LVSC and its attorneys and thus must return the documents so that LVSC can determine which documents are subject to the attorney-client privilege. Third, company documents must be returned because they likely contain trade secrets or other confidential research, development, or commercial information that should not be disclosed without the opportunity for LVSC to designate such material as "Confidential" or "Highly Confidential." For all of the foregoing reasons, or any one of them, the Court should enter a protective order barring Jacobs from producing LVSC documents and, further, compelling

Jacobs to immediately return stolen company documents to LVSC.¹

II.

STATEMENT OF FACTS

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

Confidentiality

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

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

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

¹ This Motion is filed concurrently with LVSC's separate Motion to Compel Return of Stolen Documents Pursuant to Macau Personal Data Protection Act.

1 any documents. *See, e.g.*, November 30, 2010 Letter, attached hereto as **Exhibit "E."**

2 However, contrary to Jacobs' prior statements, Jacobs' counsel recently revealed that
3 Jacobs was in possession of approximately 11 gigabytes of documents, which includes (as
4 admitted by Jacobs' own counsel) documents containing attorney-client communications between
5 LVSC and its counsel. *See* July 8, 2011 Email, attached hereto as **Exhibit "F."** In response to
6 this revelation, LVSC demanded that Jacobs immediately return all such documents. *See*
7 Declaration of Justin C. Jones, attached hereto as **Exhibit "G."** However, to date, Jacobs has
8 failed and refused to return company documents to LVSC.

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

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

26 *See* Jones Decl., Ex. D; *see also* August 2, 2011 Letter, attached hereto as **Exhibit "H."** In
27 subsequent correspondence, Jacobs' counsel confirmed that Jacobs "is *unable* to 'return' the
28 documents to Defendants," and Jacobs' attorneys have agreed to cease their review and/or

1 production of the documents until the matter is resolved by the Court. *See* letter from J. Colby
2 Williams to Justin C. Jones dated August 3, 2011 attached hereto as **Exhibit "I."**

3 **III.**

4 **LEGAL ARGUMENT**

5 ***A. Standard for Issuance of a Protective Order.***

6 NRCP 26(c) allows a party to move for a protective order for good cause. Specifically,
7 under NRCP 26(c) and upon a showing of good cause: "[T]he court . . . may make any order
8 which justice requires to protect a party or person from annoyance, embarrassment, oppression, or
9 undue burden or expense, including one or more of the following: (1) that the discovery not be
10 had; . . . [or] (7) that a trade secret or other confidential research, development, or commercial
11 information not be revealed or be revealed only in a designated way." The trial court has full
12 discretion to grant protective orders for good cause, balancing the need for the information against
13 the injury that might result if disclosure is ordered. *Brown Bag Software v. Symantec Corp.*, 960
14 F.2d 1465, 1470 (9th Cir. 1992); *Heublein, Inc. v. E & J Gallo Winery, Inc.*, 1995 WL 168846 at
15 *2 (S.D.N.Y. April 4, 1995).

16 ***B. A Protective Order Barring the Production of Company Documents and Requiring
17 Their Return Is Appropriate.***

18 ***1. Jacobs Must Return Stolen Company Documents Under the Terms of the Vagus
19 Consulting Agreement.***

20 A protective order compelling return of stolen company documents is appropriate under
21 the express language of the Vagus Consulting Agreement.² That Agreement expressly requires
22 that Jacobs "diligently protect and keep confidential all sensitive information received as part of
23 or related to this project." *See* Exhibit A. This obligation survives the expiration and/or the
24 termination of the Agreement. *Id.* Courts have regularly upheld contractual provisions requiring

25 ² To the extent that Jacobs claims he was an employee of LVSC, with LVSC denies, he is also obligated to return
LVSC documents pursuant to LVSC's Confidential Company Information Policy, which states:

26 Upon separation from the Company, all Team Members are required to return all
27 material, information, reports and documents (including copies) in their possession
containing any confidential and/or proprietary information to the respective department
head.

28 *See* LVSC Confidential Company Information Policy, attached hereto as **Exhibit "J."**

1 that documents be returned to the company based upon similar contractual language. *See, e.g.,*
2 *Cafasso v. Gen'l Dynamics C4 Sys., Inc.*, 637 F.3d 1047 (9th Cir. 2011) (finding that former
3 employee's copying of 11 gigabytes of confidential and attorney-client privileged documents
4 prior to termination violated confidentiality provision in employment agreement); *Shukh v.*
5 *Seagate Technology, LLC*, 2011 WL 1258510, *16 (D. Minn. 2011) (dismissing claim by
6 employee seeking to enjoin enforcement of contractual provision requiring return of company
7 documents); *JDS Uniphase Corp. v. Jennings*, 473 F. Supp. 2d 697 (E.D. Va. 2007) (compelling
8 return of company documents taken by employee prior to termination). Given that Jacobs and
9 Vagus had a contractual obligation to keep LVSC documents and information confidential and
10 now seek to produce documents that LVSC documents that are confidential, proprietary and/or
11 subject to the attorney-client privilege and/or work product doctrine, it is only appropriate that the
12 Court enter a protective order compelling Jacobs to return all stolen LVSC company documents.

13
14 2. *Jacobs Has an Obligation to Return LVSC Company Documents So that It May*
15 *Determine Whether Documents Are Subject to the Attorney-Client Privilege.*

16 Stolen company documents must also be returned to LVSC because there is a serious risk
17 of disclosure of attorney-client privileged material. Under Nevada law, a "client has a privilege to
18 refuse to disclose, and to prevent any other person from disclosing, confidential communications
19 between the client or the client's representative and the client's lawyer or the representative of the
20 client's lawyer ... [m]ade for the purpose of facilitating the rendition of professional legal
21 services to the client, by the client or the client's lawyer to a lawyer representing another in a
22 matter of common interest." NRS 49.095. A corporation is entitled to assert the attorney-client
23 privilege through its management. *Montgomery v. eTreppid Technologies, LLC*, 548 F. Supp. 2d
24 1175, 1183 (D. Nev. 2008) (citing *Commodity Futures Trading Commission v. Weintraub*, 471
25 U.S. 343, 348 (1985)). Once a director or officer has left the company "his right to access
26 attorney-client privileged documents terminate[s]." *Id.* (citing *Dexia Credit Local v. Rogan*, 231
27 F.R.D. 268, 277 (N.D. Ill. 2004). A protective order is an appropriate means by which a party
28 may seek the return of privileged documents in another party's possession. *See, e.g., U.S. v.*
Koerber, 2011 WL 2174355, at *10 (D. Utah June 2, 2011) (granting protective order compelling

1 government to return potentially privileged documents); *Olem Shoe Corp. v. Washington Shoe*
2 *Corp.*, 2010 WL 3981694, at *4 (S.D. Fla. 2010) (compelling return of privileged documents).

3 Here, LVSC is the proper party to assert the attorney-client privilege regarding disclosure
4 of any LVSC company documents stolen by Jacobs. *Montgomery*, 548 F. Supp. 2d at 1183. If
5 Jacobs was ever an employee of LVSC, which LVSC disputes, he is certainly not an employee
6 now. Absent any right to access privileged documents, the only appropriate remedy is for Jacobs
7 to return all documents to LVSC to determine if any are subject to the attorney-client privilege.
8 Otherwise, LVSC would be subject to severe prejudice and severe harm that could not be
9 corrected if Jacobs improperly discloses documents and information that is protected from
10 disclosure under the applicable privileges. *See Phillips v. General Motors Corp.*, 307 F.3d 1206,
11 1211-12 (9th Cir. 2002) (party is entitled to protective order if showing of prejudice or harm is
12 made, and district courts are granted wide latitude to prevent disclosure of many different types of
13 information, including confidential material and attorney-client privileged documents); *see also*
14 *KL Group v. Case, Lay, and Lynch*, 829 F.2d 909, 917-19 (9th Cir. 1987) (granting protective
15 order to prevent disclosure of attorney-client privileged documents).

16
17 3. *Stolen LVSC Company Documents Should Be Returned Because They Likely*
18 *Contain Trade Secrets, Confidential Research and/or Commercial Information.*

19 Jacobs must also return stolen company documents to LVSC because they likely contain
20 trade secrets, confidential research and/or commercial information. Courts have broadly
21 interpreted NRC 26(c) and its federal equivalent to permit a protective order over a wide variety
22 of documents and information. This includes customer lists and customer purchasing habits,
23 pricing information, and sales techniques (*Star Scientific, Inc. v. Carter*, 204 F.R.D. 410 (S.D.
24 Ind. 2001); compliance policies and procedures (*Dubai Islamic Bank v. Citibank, N.A.*, 211 F.
25 Supp. 2d 447 (S.D. N.Y. 2001)); company manuals (*Gohler v. Wood*, 162 F.R.D. 691 (D. Utah
26 1995)); personnel and labor records (*Miles v. Boeing Co.*, 154 F.R.D. 112 (E.D. Pa. 1994)).
27 Where disclosure would present risks of competitive harm, courts have not hesitated to deny
28 access to confidential information or to limit how the material is disclosed. *See, e.g., F.T.C. v.*
Exxon Corp., 636 F.2d 1336, 1349-51 (D.C. Cir. 1980); *Brown Bag Software*, 960 F.2d at 1471;

1 *Heublein, Inc.*, 1995 WL 168846 at *3.

2 As a consultant to LVSC through Vagus and as CEO of SCL, Jacobs was privy to a host
3 of sensitive LVSC company information that, if revealed, could and would harm LVSC's
4 business and gaming operations. While LVSC is left to speculate what might be contained within
5 the eleven gigabytes of records stolen by Jacobs, it is highly likely that Jacobs is in possession of
6 casino customer lists, documents regarding customer purchasing habits, pricing information,
7 documents revealing sales techniques, compliance policies and procedures, company manuals
8 and/or personnel and labor records.

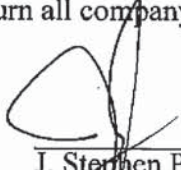
9 To be clear, LVSC is not requesting that company documents be turned over, never to be
10 seen again by Jacobs. Rather, LVSC simply asks for the stolen documents to be returned to their
11 rightful owner so that LVSC, not Jacobs, can make the determination whether any of its
12 documents should be labeled as "Highly Confidential" or "Confidential" in accordance with the
13 parties' Confidentiality Agreement and Protective Order prior to production in this matter.

14 IV.

15 CONCLUSION

16 For the foregoing reasons, LVSC hereby requests that the Court grant its Motion for
17 Protective Order compelling Jacobs to return all company documents in his possession to LVSC.

18 DATED September 13, 2011.

19 
20 J. Stephen Peek, Esq.
21 Justin C. Jones, Esq.
22 Brian G. Anderson, Esq.
23 Holland & Hart LLP
24 9555 Hillwood Drive, 2nd Floor
25 Las Vegas, Nevada 89134

26 *Attorneys for Las Vegas Sands Corp.*

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that on September 13, 2011, I served a true and correct copy of the foregoing **LAS VEGAS SANDS CORP.'S MOTION FOR PROTECTIVE ORDER AND FOR RETURN OF STOLEN DOCUMENTS** via e-mail and by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

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


An Employee of Holland & Hart LLP

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Dineen Bergsing

From: Dineen Bergsing
Sent: Tuesday, September 13, 2011 6:02 PM
To: Donald Campbell; 'Colby Williams'; 'Patricia Glaser'; 'Stephen Ma'; 'Andrew Sedlock'
Subject: LV Sands/Jacobs - LV Sands' Motion for Protective Order and for Return of Stolen Documents
Attachments: Las Vegas Ikon - 09-13-11 - 92LCGWN.pdf; image001.gif

Please see attached LV Sands' Motion for Protective Order and for Return of Stolen Documents. 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.

EXHIBIT A

VGI

TO Nelson Riley
FOR S&A
702 - 733
5620

March 14, 2009

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

Dear Mike:

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

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

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

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

Scope

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

1. Accelerating the Leadership Transition and the New Management Culture

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

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

Anticipated work steps include:

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

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

2. Reducing Run Rate Operating Costs

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

Major works steps anticipated include:

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

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

3. Identifying and Capturing Additional Savings

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

Timing, Staffing and Fees

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

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

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

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

Term and Termination Provisions

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

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

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

Indemnification

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

Confidentiality

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

Dispute Resolution

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

Acceptance

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

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

Very Truly Yours,

VAGUS GROUP, INC.

Authorization Signature

Las Vegas Sands Corp.

By: Steven C. Jacobs
President

By: Mike Leven
President and COO

Date

EXHIBIT B

1
2 **DECLARATION OF KENNETH J. KAY**

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

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

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

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

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

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

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

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

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

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

25 DATED this 8th day of SEPTEMBER, 2011.

26 
27 KENNETH J. KAY
28

EXHIBIT C

**Glaser Weil Fink Jacobs
Howard & Shapiro LLP**

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

November 23, 2010

Direct Dial
(310) 282-8217
Email
Pglsar@glaserwell.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.

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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

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EXHIBIT D

**Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP**

3763 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@glaserwall.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

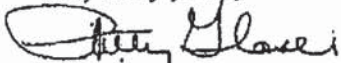
Dear Mr. Campbell:

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

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EXHIBIT E



CAMPBELL
& WILLIAMS
ATTORNEYS AT LAW

VIA FACSIMILE

November 30, 2010

Patricia Glaser, Esq.
Glaser Weil Pink 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: 702/382-6222
FAX: 702/382-0540

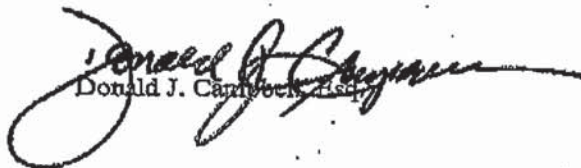
Patricia Glaser, Esq.
November 30, 2010
Page 2

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 F

Justin Jones

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

Dear Justin/Steve,

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

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

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

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

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

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

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

Have a good weekend.

Regards,
Colby

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

EXHIBIT G