J. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be included in the Jury Notebook. Pursuant to EDCR 2.68, at the final Pre-Trial Conference, counsel shall be prepared to stipulate or make specific objections to items to be included in the Jury Notebook.

K. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to the jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall provide the Court, at the final Pre-Trial Conference, an agreed set of jury instructions and proposed form of verdict along with any additional proposed jury instructions with an electronic copy in Word format.

L. In accordance with EDCR 7.70, counsel shall file and serve by facsimile or hand, two (2) judicial days prior to the final Pre-Trial Conference, follow up Voir Dire to Jury Questionnaire responses proposed to be conducted pursuant to conducted pursuant to EDCR 2.68.

Failure of the designated trial attorney or any party appearing in proper person to appear for any court appearances or to comply with this Order shall result in any of the following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or any other appropriate remedy or sanction.

Counsel is required to advise the Court immediately when the case settles or is otherwise resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate whether a Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A copy should be given to Chambers.

Dated this 12th day of June, 2015.

Elizabeth Gonzalez, District Court Judge

Certificate of Service

I hereby certify, that on the date filed, this Order was served on the parties identified on

Wiznet's e-service list.

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

Randall Jones (Kemp Jones Coulthard)

Steve Morris (Morris Law)

James J. Pisanelli, Esq. (Pisanelli Bice)

Dan Kutinac

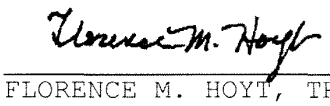
CERTIFICATION

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, TRANSCRIBER

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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; SHELDON G. ADELSON, in his individual and representative capacity; DOES I-X; and ROE CORPORATIONS I-X,

Defendants.

AND ALL RELATED MATTERS.

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

DEFENDANTS' OBJECTION TO THE ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL AND CALENDAR CALL; AND MOTION TO VACATE AND RESET TRIAL SETTING BASED ON TOLLING OF FIVE-YEAR RULE ON ORDER SHORTENING TIME

Date:
Time:

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Defendants LAS VEGAS SANDS CORP. ("LVS"), SANDS CHINA LTD. ("SCL"), and SHELDON G. ADELSON ("Mr. Adelson") (collectively, "Defendants"), hereby object to the Order Setting Civil Jury Trial, Pre-trial and Calendar Call, and move to vacate and reset trial setting to reflect tolling of five-year rule by the Nevada Supreme Court's Stay, entered on August 26, 2011, from that date through May 28, 2015 (the "Stay Order").

This Objection and Motion are based upon the following memorandum of points and authorities, the papers and pleadings on file herein, and any oral argument that the Court may allow. Given the fast-approaching trial date and the amount of anticipated discovery, this issue with regard to the trial date and discovery scheduling should be resolved as soon as possible.

Defendants' request for an order shortening time is made in good faith and is not made for any improper purpose, and Defendants request that this Motion be heard on an order shortening time.

DATED this 10th day of June, 2015.

/s/ J. Randall Jones
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DECLARATION OF J. RANDALL JONES, ESQ.

J. RANDALL JONES, being duly sworn, state as follows:

1. I am one of the attorneys for Sands China Ltd. ("SCL") in this action. I make this Declaration in support of Defendants' Objection to the Order Setting Civil Jury Trial, Pre-Trial and Calendar Call; and Motion to Vacate and Reset Trial Setting Based on Tolling of Five-Year Rule on Order Shortening Time in accordance with EDCR 2.34 and in support of its Ex Parte Application for an Order Shortening Time. I have personal knowledge of the facts stated herein, except those facts stated upon information and belief, and as to those facts, I believe them to be true. I am competent to testify to the matters stated herein.

2. On May 27, 2015, this Court issued its Order Setting Civil Jury, Pre-trial and Calendar Call (the "Trial Order"), setting trial to commence October 14, 2015. Given the vast amount of anticipated discovery the parties have yet to obtain, Defendants submit that this trial setting will make the discovery process unreasonable, unjust and unfair.

3. On June 10, 2015, this Court set its Supplemental 16.1 Discovery Conference to discuss the potentially expedited discovery scheduling due to the October 14, 2015 trial date.

4. Because of the fast approaching trial date and the imminent discussion regarding discovery scheduling, this matter needs to be addressed as soon as possible – preferably immediately prior to the Discovery Conference on June 10, 2015.

5. Defendants' request for an order shortening time is made in good faith and is not made for any improper purpose, and Defendants respectfully request that the Court consider the instant Motion on an order shortening time.

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

/s/ J. Randall Jones
J. Randall Jones

ORDER SHORTENING TIME

The Court having reviewed the Ex Parte Application for Order Shortening Time, and good cause appearing,

IT IS HEREBY ORDERED that the foregoing **DEFENDANTS' OBJECTION TO THE ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL AND CALENDAR CALL; AND MOTION TO VACATE AND RESET TRIAL SETTING BASED ON TOLLING OF FIVE-YEAR RULE ON ORDER SHORTENING TIME** shall be heard on shortened time on the 12th day of June, 2015, at the hour of 10 : 30 a.m./p.m. in Department XI of the Eighth Judicial District Court.

DATED this 10th day of June, 2015.

DISTRICT COURT JUDGE

Submitted by:

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MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

On May 27, 2015, this Court issued its Order Setting Civil Jury, Pre-trial and Calendar Call (the "Trial Order"), setting trial to commence October 14, 2015. Defendants object to this Order because an accelerated trial setting is unnecessary as a consequence of the Stay Order and relevant Nevada case law, and because it is premature under EDCR 2.60(a). The accelerated trial date is also unreasonable in light of the vast amount of anticipated discovery the parties have yet to obtain (or request) and the inclusion (or potential inclusion) of new defendants in this matter.

The trial date as set in the Trial Order is ***unnecessary*** as it presumes that the five-year rule runs on October 20, 2015. However, in accordance with *Boren v. City of North Las Vegas, Nevada*, 638 P.2d 404 (Nev. 1982), the five-year rule was decidedly tolled for three years, nine months, and two days (1371 days) by the Stay Order. It is, therefore, unnecessary to set the trial of this matter in October 2015.

Also, the trial date set in the Trial Order is ***unreasonable, unfair and unjust*** because there is a vast amount of work to be accomplished as to the merits of the case, and there is not enough time before an October 14 trial date to accomplish the work that needs to be done to prepare for trial. The jurisdictional discovery alone required the searching and review of hundreds of thousands of documents, multiple depositions, and an extensive motion practice. There is no reason to believe that discovery on merits issues will not require a similar or more extensive effort by the parties. Also, Mr. Adelson did not participate in the vast majority of the jurisdictional discovery and is at a distinct disadvantage with such a short merits discovery period. Plaintiff recently moved to add Venetian Macau Limited ("VML") as a proposed new defendant. If the Court grants Plaintiff's motion to add VML as a new party defendant, VML would be at an even greater disadvantage given that it could be joining this case four months before the scheduled trial date.

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Finally, the Trial Order is ***premature*** under EDCR 2.60(a) because a scheduling order has not yet been entered. For this reason, the Trial Order must be vacated and reset *after* a scheduling order has been entered.

As a result of the premature, unnecessary and unreasonable aspects of the Trial Order and the October 14, 2015 trial date set therein, Defendants request that this Court vacate the Trial Order, implement a reasonable scheduling order under the circumstances, and issue a new trial order resetting the trial date for a firm setting no earlier than July 2016.

II.

ARGUMENT

A. The October 14th trial date is unnecessary because the Supreme Court's stay(s) tolls the five-year rule.

The Court has noted on multiple occasions that it would not set the trial date beyond October 20, 2015 (five years from the filing of Plaintiff's Complaint), unless the parties stipulated to extend the time pursuant to NRCP 41(e). However, a stipulation of the extension of the five-year rule is not the only way that the original five-year rule date can be extended, nor does an extension require plaintiff to stipulate.

The Supreme Court has held that a court-imposed stay tolls the five-year rule. In *Boren v. City of North Las Vegas, Nevada*, 638 P.2d 404 (Nev. 1982), the Nevada Supreme Court "adopt[ed] the following rule: ***Any period during which the parties are prevented from bringing an action to trial by reason of a stay order shall not be computed in determining the five-year period of Rule 41(e).***" *Id.* at 405 (emphasis added).

This general rule for tolling the five-year rule has been affirmed and applied in various situations. In *Rickard v. Montgomery Ward & Co., Inc.*, 96 P.3d 743, 747 (Nev. 2004) (overruled on different grounds by *Carstarphen v. Milsner*, 128 Nev. Adv. Op. 5, 270 P.3d 1251 (2012)), the Court held that the five-year period was tolled by the bankruptcy court's automatic stay. Further, in *Baker v. Noback*, 922 P.2d 1201, 1203-04 (Nev. 1996), the period was tolled by a statutory requirement that claims against a doctor be brought to a medical screening panel before a malpractice claim could be filed. After the screening panel allowed the suit to be

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brought, the plaintiff added the doctor to an existing action against his clinic. The Supreme Court agreed that the five years was computed from the date the complaint was filed and not from the date on which it was amended to name the doctor, but then held that the period in which he could not be sued had to be excluded from the calculation.

Here, on August 26, 2011, the Nevada Supreme Court issued its Order Granting Petition for Writ of Mandamus (the "Stay Order"), ordering the Court to "stay the action" until entry of the district court's decision on personal jurisdiction over Sands China Ltd. With entry of this Court's Amended Decision and Order on May 28, 2015, the Stay Order expired, and the parties are now, for the first time, able to obtain a scheduling order from the Court and proceed with all relevant discovery. During this 3+ years stay, Defendants were not permitted to conduct any merits discovery, file merits-related motions, or otherwise address merits related issues. For this reason the Defendants have been unable to adequately prepare for trial. In fact, it is undisputed that all parties were not permitted to proceed with trial while this stay was in place. To force the Defendants to trial in four short months, while the Supreme Court's Stay Order prevented them from addressing merits issues until two weeks ago, is exactly the type of situation the Supreme Court declared should be avoided when it adopted the tolling rule in *Boren*. The Supreme Court's Stay Order on August 26, 2011, clearly tolled application of the five-year rule until ***July 22, 2019***.[1]

In accordance with *Boren* and the stays ordered in this litigation, the five-year rule was tolled. It is, therefore, unnecessary to force the parties to trial on October 14th.

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[1] The tolling of the five-year rule to July 22, 2019, was calculated by taking the number of days remaining for a trial date without tolling, and then adding the days tolled. Thus, as of May 28, 2015, if no tolling had occurred, 145 days would have remained to bring the action to trial. The tolling period was computed by determining the number of days between the filing of the Nevada Supreme Court stay regarding jurisdiction (August 26, 2011) and the filing of this Court's Amended Decision and Order (May 28, 2015). Adding the tolling period of 1371 days to the 145 days that would have remained without tolling equals 1516. The end of the adjusted five years was obtained by adding the 1516 days to May 28, 2015, leading to the July 22, 2019 date. Thus, the stay totaled roughly 46 months or 1371 days.

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B. The October 14th trial date is unreasonable, unjust and unfair in light of the amount of anticipated merits discovery, the recent inclusion of Mr. Adelson, and the potential inclusion of VML.

Forcing the parties to do all things necessary to prepare for trial by October 14th is unreasonable, unjust, and unfair to all the Defendants, particularly Mr. Adelson who was only recently added to the case, and to VML, who has yet to be served. In *Boren*, the Supreme Court explained its rationale for adopting the tolling rule for court stay orders, noting that prohibiting the parties from going to trial and then enforcing the five-year rule for failure to bring the matter to trial is "so obviously unfair and unjust as to be unarguable." *Id.* at 404.

This case presents a similar unfair and unjust situation and the resulting prejudice. Defendants were ordered by the Stay Order not to proceed with merits discovery or address non-jurisdictional issues. During that stay, the defendants were not permitted to prepare for or go to trial. Yet, now, after nearly four-years of being handcuffed by the stay, the current Trial Order requires Defendants to do the impossible and adequately prepare for trial on dozens of merits-related issues in four months. The Trial Order forces Defendants to participate in an unreasonably shortened discovery schedule which will greatly constrict their ability to discover all the relevant facts and evidence relating to Jacobs' allegations. Discovery concerning jurisdiction alone, resulted in hundreds of thousands of pages of documents, numerous depositions by Plaintiffs—not one by Defendants—and dozens of motions. There is no reason not to believe that propounding and sufficiently responding to written discovery on merits issues will require a similar herculean effort. Then, upon completion of written discovery responses, the parties will undoubtedly seek multiple depositions – all of which cannot reasonably be done prior to an October 14, 2015 trial.

It is also difficult to see how the anticipated truncated discovery schedule can be accomplished by Mr. Adelson, who was only recently brought back into the case, and VML, a party that has not yet been served with a complaint. If VML is brought into this case, VML and it counsel cannot be expected to sufficiently familiarize themselves with the massive amount of relevant facts and documents in such a short period of time. Moreover, if VML becomes a defendant, as a foreign entity it may also challenge jurisdiction, requiring even more

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jurisdictional discovery and motion practice. Under the constraints of the current trial date setting, Mr. Adelson and VML (should it become a defendant) will suffer unjustly and unfairly as a direct result of the court-ordered stay(s) in this case.[2]

C. The Trial Order is premature under EDCR 2.60(a).

The Trial Order is premature and must be vacated pending entry of a scheduling order, particularly because there is no five-year deadline looming. Under the rules of this Court, "[a] case commenced by the filing of a complaint ***must first have a scheduling order entered before a trial date is set.***" EDCR 2.60(a) (emphasis added). A scheduling order has not yet been entered in this case.

At the mandatory Rule 16 conference held on April 22, 2011, discovery issues were discussed and the joint case conference report was waived, but a scheduling order was not issued.[3] While the Court indicated at that hearing that a scheduling order would issue around June 9, 2011, an order did not follow. Two months later, the Nevada Supreme Court issued its Stay Order and the issuance of a scheduling order was stayed along with all non-jurisdictional aspects of the litigation. Now that the Supreme Court's stay of the action has expired as a result of the Court's Amended Decision and Order on May 28, 2015, a scheduling order must be issued before any trial date is set. Therefore, Defendants object to the Trial Order and request that this Court immediately vacate the order and comply with EDCR 2.60(a).

In sum, because the five-year rule has been tolled, the Court can issue a reasonable scheduling order and set a reasonable trial date a year from now. Defendants request that the current trial date be vacated, a reasonable scheduling order issued, and the trial date be reset. This request is not made in an attempt to delay or for any dilatory motive, but simply to allow

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[2] It is important to note that Plaintiff, through his recent motion for leave to file a fourth amended complaint, is seeking to bring VML in as a defendant in the action. In spite of this, Plaintiff refuses to stipulate to extend the five-year rule. If brought into this case, Plaintiff knows that VML cannot be prepared to go to trial in October. Plaintiff's refusal to stipulate to an obvious tolling of the five-year rule in an attempt to gain advantages against Mr. Adelson and VML by way of a significantly shortened discovery period smacks of gamesmanship and cannot be permitted.

[3] *See* relevant portion of the April 22, 2011 Hearing Transcript attached hereto as Exhibit A, 34:13-14 (Court stated, "All right [sic]. Then I'm not going to issue a scheduling order today. We're going to wait until June 9th.").

the Defendants to conduct adequate discovery and motion practice to reasonably defend themselves on the merits.

III.

CONCLUSION

The Court's Trial Order, filed on May 27, 2015, must be vacated. The Trial Order is premature and the trial date of October 14, 2015, is unnecessary and unreasonable. Under *Boren*, the five-year rule was tolled for 3+ years by the Stay Order. Recognizing that the stay ordered in this case tolled the five-year rule will give the parties sufficient time to complete discovery and address the many merits issues that will arise and require a fair decision prior to and at trial. Therefore, in addition to vacating the current Trial Order, Defendants request that a reasonable scheduling order be implemented and a new trial date set no earlier than July 2016.

DATED this 10th day of June, 2015.

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CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of June, 2015, the foregoing **DEFENDANTS' OBJECTION TO THE ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL AND CALENDAR CALL; AND MOTION TO VACATE AND RESET TRIAL SETTING BASED ON TOLLING OF FIVE-YEAR RULE ON ORDER SHORTENING TIME** was served on the following parties through the Court's electronic filing system:

ALL PARTIES ON THE E-SERVICE LIST

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An employee of Morris Law Group

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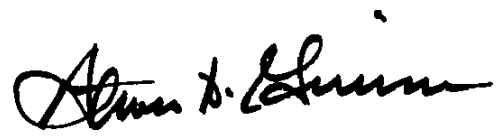


CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS	.	
	.	
Plaintiff	.	CASE NO. A-627691
	.	
vs.	.	
	.	DEPT. NO. XI
LAS VEGAS SANDS CORP., et al.	.	
	.	**Transcript of Proceedings**
Defendants	.	

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON PLAINTIFF'S MOTION FOR EXPEDITED DISCOVERY

WEDNESDAY, JUNE 10, 2015

APPEARANCES:

FOR THE PLAINTIFF:	JAMES J. PISANELLI, ESQ. TODD BICE, ESQ. JORDAN T. SMITH, ESQ.
FOR THE DEFENDANTS:	J. STEPHEN PEEK, ESQ. JON RANDALL JONES, ESQ. IAN P. McGINN, ESQ. STEVE L. MORRIS, ESQ.
COURT RECORDER:	TRANSCRIPTION BY:
PATRICIA SLATTERY District Court	FLORENCE HOYT Las Vegas, Nevada 89146

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

LAS VEGAS, NEVADA, WEDNESDAY, JUNE 10, 2015, 1:02 P.M.

(Court was called to order)

THE COURT: Good afternoon. There's a new rule in Department 11. It's not applying to you because you're not a regular setting. It is the Steve Peek-Matt Dushoff Memorial Rule, and each argument will be limited to 10 minutes, unless you get a special setting at 8:00 a.m. There are these handy kitchen timers that will be used. And when the bell rings people will be asked to sit down. But it does not apply to today's argument, because you're a special setting.

MR. PEEK: Your Honor, it's interesting. I saw that Dan sent out that memo. But I don't know if you'd looked at the list. I was not on that list. So I assumed --

THE COURT: I asked him if he sent it to you, and he said no.

MR. PEEK: -- that the fact I was not on that list that it did not apply to me. But I did see that Mr. Morris was on the list. But I thought because --

THE COURT: And Matt Dushoff wasn't on it, either, and he called five minutes after it came out because one of his partners sent it to him. They already knew.

MR. PEEK: I knew it applied to me, but I just thought it was interesting that I was off of the list.

THE COURT: I asked Dan why he didn't send it to you.

MR. PEEK: I thought it was because it didn't apply to me.

THE COURT: No. It's because he likes you better.

MR. PEEK: Thank you, Dan.

THE COURT: Did you get it, Mr. Bice, Mr. Pisanelli?

MR. BICE: I did. I did. And I have just one concern, Your Honor, in that we'd checked -- I had -- Mr. Smith had checked with your chambers. We didn't know that that rule wasn't going to apply. I have a flight that I have to catch. We agreed to move this for Mr. Jones.

THE COURT: What time is your flight?

MR. BICE: My flight is at 3:30.

THE COURT: You're not going to miss it.

MR. BICE: Okay. Thank you.

THE COURT: So I have two scheduling items. One, we've got a second motion to intervene. Is it okay with all of you guys if I move it up to the same day as the other motion to intervene?

MR. MORRIS: Your Honor, I would -- no, it isn't.

THE COURT: Okay.

MR. MORRIS: I negotiated with David Merrill for the guardian whose motion you moved up --

THE COURT: Yes.

MR. MORRIS: -- to reschedule this because of conflicts. And he's agreed to that, Mr. Bice has agreed to

it, the defendants have agreed to it, and we have a stipulation that everybody, except Mr. Merrill, has signed -- I'm forwarding it to him for his signature -- that sets this -- sets the guardian motion, and I think we'll now have to deal with --

THE COURT: What day is it set for, since you have the stipulation in your hand?

MR. MORRIS: It's set for July the 16th at 8:30. And there's a briefing schedule that goes with it.

THE COURT: Okay. So the Campaign for Accountability's motion to intervene is moved to the oral calendar on July 16th at 8:30, which is after it was set on the chambers calendar.

THE CLERK: Yes, Your Honor.

THE COURT: Okay. So, Dulce, if you could make sure that they get a copy of this, the people who filed the motion to intervene, Campaign for Accountability.

THE CLERK: Yes, Your Honor.

THE COURT: I have decided after reading the briefing last night to move up Sands China Limited's motion to seal exhibits to its offer of proof from the chambers calendar Friday to today.

MR. RANDALL JONES: Your Honor, I just heard that a moment ago, and --

THE COURT: You may not be able to answer my

questions, which mean you will then be having an opportunity for homework.

MR. RANDALL JONES: Yeah. I've just got done with my last argument in front of Judge Allf at about 12:40, so it's been a long morning. I actually had --

THE COURT: Is that why she was late for the judges meeting?

MR. RANDALL JONES: That is why she was late for the judges meeting. So in terms of all the things I've been trying to get prepared for, that was the -- this is the third motion I've today. We had another one --

THE COURT: It's okay. It's not going to be an issue.

MR. RANDALL JONES: Okay.

THE COURT: I know it's going to all work out.

MR. RANDALL JONES: All right. Very good.

THE COURT: All right. Anything else? So I'm going to move it up and we're going to talk about it, and then we'll talk about what that means.

Mr. Bice, you have a motion you want to bring?

MR. BICE: Yes, Your Honor. This is our motion to expedite the discovery process. We're seeking to expedite the time frame in which to respond to written discovery requests, as well as the time period in which to notice depositions. Your Honor, the standard for such a motion is one of good

cause. We believe that there is more than ample good cause that exists in this case. So, contrary to the defendants' opposition that they have filed in here, this is not just a function purely of the trial date, although the trial date obviously is a significant issue for us; it is the sheer fact that we know from past experience with the defendants what we are going to encounter. We also know that we've got a number of witnesses, many of whom are older. We've already lost evidence in this case that we're never going to get back, and that is going to be a problem, and that's going to be subject of some other motion practice, obviously. But I don't think anybody can really quarrel with the fact that there is good cause in this case considering what has transpired to expedite the discovery process in this matter and streamline it so that we can get this case ready for trial.

The defendants' position is I think a bit of an absurdity. They are talking about due process. That's a bit, of course, ironic to Mr. Jacobs, considering that they have done everything within their power to make sure that Mr. Jacobs was denied due process for going on five years.

I would remind the Court while they're complaining about the fact that they didn't -- they want to engage in some discovery, of course, which they don't identify what that discovery would be, they are the ones who insisted that we should have to go through all of Mr. Jacobs's documents, even

though they had served no discovery requests and engaged in no jurisdictional discovery whatsoever, that we should have to go through those in a matter of two weeks and produce every single piece of paper from Mr. Jacobs that had been deposited with Advance Discovery to them and just do so in a two-week time frame. They had -- the Court ordered us to do that. And you'll notice they didn't talk about any unfairness in that process. And that was, of course -- had nothing to do with even relevancy. That was every piece of paper, except for documents that had to do with purely private matters for Mr. Jacobs, had to be produced to them so that they could review them all. We had to undertake that task. So to hear the defendants, who have -- and we had to hire additional people to do that. To hear the defendants, who have an army of lawyers, including the Mayer Brown firm and its army of lawyers, say that they can't be expected to respond to written discovery requests in 15 days and depositions on 10 days' notice obviously doesn't withstand the very arguments or the very position that they have taken with respect to us.

That being said, Your Honor, again, the standard is purely one of good cause, is there good cause under the facts and circumstances of this case. It's well within the Court's discretion to expedite this process and to streamline it so that we can get this process moving. And I thank the Court, unless you have questions of me.

THE COURT: I don't. Thank you.

MR. BICE: Thank you.

THE COURT: Mr. Randall Jones.

MR. RANDALL JONES: Thank you, Your Honor. I would also like to -- because of the fact the there seem to be accelerating issues coming here with the trial date the Court has set for October 14th, so I want to give the Court a heads up. We are hoping to file by this afternoon a motion objecting to the setting of the trial date, and I wanted to at least alert the Court that's coming. So we do have a concern, as you already know, about the trial setting and the impact it's going to have certainly on our -- my clients and I believe the other defendants in this case.

But I do have to say that there is one thing that Mr. Bice and I do agree upon, and that is the standard that Court must apply in this case is good cause. We certainly do quarrel -- I think he said nobody can quarrel that there is good cause in this case. We not only quarrel, we think there is substantial evidence that there is not good cause in this case. Rather -- and I'm not surprised that Mr. Bice always comes in here and says all the terrible bad things that he claims that the defendants have done in this case. The fact of the matter is the case was stayed by the Supreme Court. And --

THE COURT: The case wasn't stayed. And that's the

whole issue that I have with you guys. The case was never stayed.

MR. RANDALL JONES: Well, it --

THE COURT: All issues except for jurisdictional discovery was stayed. So the case was never stayed, Mr. Jones. And that's why I have the concerns related to 41(e).

MR. RANDALL JONES: I understand your comments, Your Honor. Quoting from the order itself, "We direct that the District Court shall stay the underlying action, except for matters related to the determination of personal jurisdiction until a decision has been entered."

THE COURT: You understand "except for" means it's not stayed. It's not like in CityCenter where they issued an order and they stayed everything. They know how to stay a case. They didn't.

MR. RANDALL JONES: Well, actually, they did. But they said there are certain parts that still can go forward.

THE COURT: "Except for."

MR. RANDALL JONES: That's right. The problem with that is, then, Judge, and this is -- this is where our due process rights are impacted -- is merits was stayed. So -- except the problem is merits wasn't stayed for the plaintiff. And we know that for a fact. That is unequivocal, because the Court has actually said that, essentially, at the evidentiary hearing and allowed a substantial amount of merits discovery

to be done on the defendants, including testimony, days of testimony where, as you know, I probably made more objections during that process, by agreement, we had the --

THE COURT: I think you made more objections during that process than you have in your career as a lawyer. But I understood why you had to do it. I understand.

MR. RANDALL JONES: Right. And I think you're right. I wouldn't necessarily disagree with that. I try to limit my objections where I can, and in that case, because of the issue of the merits that were being discussed, I had to make my objections. So the point being is there was a substantial amount of merits discovery. And in fact we found at the last hearing we were at where Mr. Bice invoked testimony during the evidentiary hearing to support his arguments that go directly to the merits with respect to the -- my motion to dismiss. So they are -- in spite of your footnote that says, oh, that's limited to that hearing --

THE COURT: I said the decision was limited to the hearing, not the testimony under oath by the witnesses. There's a different rule for testimony, and you know that.

MR. RANDALL JONES: Okay. Well, so then I -- well, and excuse my lack of clarity --

THE COURT: We know you can use testimony of a witness from any proceeding to impeach them or use it for any other purpose.

MR. RANDALL JONES: Certainly -- that's certainly my understanding of the rule. And that was my concern about --

THE COURT: The findings I made in my order can't be used by any of you for any purpose except for the response to the writ.

MR. RANDALL JONES: So the problem with that is, Your Honor, as you just articulated, is that it can be used for all kinds of other purposes, which was stayed -- in fact, for merits purposes, which was stayed by the Supreme Court, and now we've actually seen concrete examples of them actually doing that.

So here's the point. They have been allowed to do merits discovery. They've been allowed to do a substantial amount of discovery that clearly goes to the merits, which they used to their great advantage during the evidentiary hearing. None of the defendants have in allowed to do any merits discovery, and now they want to take the normal discovery process and dramatically compress it. And that is adding, from our perspective, insult to injury in terms of our ability to go forward and prepare our case for a trial.

We have to be able to have the opportunity to defend ourselves. And think about it, Judge. Mr. Bice lamented the fact that they had to produce these I think it was 209,000 pages, something like that, it was a lot of documents, in two weeks. First of all, you ordered them to do that. We

certainly didn't object to that, because they had never essentially produced anything up to that point in time. But here's the difference. There's a big difference here of what he says was this terrible onerous project they had to deal with. We've had to produce substantially -- go through and produce a substantially greater volume of documents in a shorter period of time with great expense and not without additional problems because of the time frame we were forced to do it in.

But here's the other issue. Those are documents that they produced. His analogy is completely inappropriate for the circumstances. Those 209,000 documents or pages they produced they had in their possession. Those documents they'd had in their possession for -- well, when I say in their possession, they had had access to those documents for at that point months, and they had only to essentially produce them to us to go through them -- they didn't have to -- they didn't prepare a privilege log, they didn't put any confidentiality, because they were my client's stolen documents. That's a whole different order of magnitude of saying, all right, now we're going to give you brand-new requests to produce, go out there, search the documents, look everywhere you have to look to find them, once you find them then you're going to have to go through them and analyze them for privilege, then you have to create a privilege log and then you're going to look at

confidentiality, because we have a confidentiality order here, and designate which ones are confidential and which ones are highly confidential, and that's all before you get an opportunity to look at those documents and see what documents are significant or potentially important to issues in this case so that you can then sit down with the potential witnesses and prepare your witnesses for deposition. And they want to do that on half the time -- normal time in some cases and even less in others with respect to the discovery. Not to mention the fact that my client is in Macau and there's a 15-hour time difference. And for me to able to even talk to my client is extremely logistically difficult, not to mention the fact that before their deposition I would like to opportunity to probably sit down with them in person and meet with them. So all of these things make it virtually impossible for us to try to comply with this motion, let alone trying to even comply with the normal rules in a normal circumstance.

So that brings me, if you will, to this good cause argument. They cite one case.

Before I get there, Judge, I want to talk about the rule. 16.1 says we need to sit down and actually try to have a discussion, as you know, about the discovery plan and come up with a plan. They never talked to us about this; they came right to you. And I understand their argument, well, we don't

have time. The trial date's been set, five year rule applies, which we believe is completely incorrect, but --

THE COURT: I had briefing on that issue before you were even in the case.

MR. RANDALL JONES: On the five year rule?

THE COURT: Uh-huh. Parties decided not to file the briefs after talking among themselves when I asked for it.

MR. RANDALL JONES: That doesn't do away with the fact that the five year rule -- I understand what you've said, Judge. I'm just telling you from my perspective what I believe the caselaw holds and Rule 41(e) says, it is tolled during this time period.

THE COURT: I disagree with your analysis. I asked for briefing on that issue I'm going to say two years ago at the time the issue also became a problem in Granite Gaming and CityCenter, and I made all three cases deal with it from a briefing standpoint. The parties in this case consulted and decided they weren't going to even brief the issue because it clearly was not going to -- the rule wouldn't have been tolled. So --

MR. RANDALL JONES: Well, that I would --

THE COURT: That's before you got hired.

MR. RANDALL JONES: And there's statements on the record to the effect that the defendants --

THE COURT: I don't remember what statements were

made.

MR. RANDALL JONES: Because that certainly is news to me. If there is any evidence that any of the defendants' counsel ever said on the record that the Rule 41(e) had clearly not been tolled, I don't -- I've never heard that before, and I certainly --

THE COURT: I was dealing with it with Granite Gaming, CityCenter, and your case all at the same time because a decision had come down from the Nevada Supreme Court in an unpublished format that gives me grave concern related to what Rule 41(e) means. And as a result of that I have been very paranoid because of what the Nevada Supreme Court said in an unpublished decision the obligations of the District Court judges are.

MR. RANDALL JONES: And, Your Honor, I hear what you're saying. My point is simply that certainly I've never said, and to my knowledge nothing has been said by Sands China, on the record by their counsel or in any papers to this Court to the effect that the five year rule has not been tolled. There has certainly been discussion in my presence where that issue's come up, and I believe that the comments that I've made are to the effect that we don't -- we are not arguing that it has not been tolled, but we weren't -- we had not signed a stipulation back at some period in the past when that issue came up. But it was a moot point, because Mr. Bice

said he wouldn't sign a stipulation in any circumstance.

Which gets to my next point. The Semitool case that is the only case they've cited in support of their argument, other than the rule itself that says you can -- in certain limited circumstances you can expedite discovery, that case is not applicable in any way, shape, or form to the facts of this case. In that case you're talking about limited discovery on a very limited issue for an exigent circumstance that doesn't exist in this situation. It does not allow for the wholesale essentially disregard of Rule 33, Rule 30, or Rule 26 with respect to the time frames that the parties should be allowed to do discovery. And even in the Semitool case the court said, this is not the norm and this is not certainly to be considered to be applying in every case -- it involved I think it was an intellectual property case or something or maybe it was an injunction. Those are certain limited circumstances. I've been in those, where for a very limited purpose on a very limited issue the court has said, we're going to have some expedited discovery. This is wholesale. They want to do everything. And that is going to be severely prejudicial to my client.

Which brings me to my last point, good cause. This is a cause that they're using of their own creation. And they saw our opposition, so now they're trying to say, well, there's other reasons here, it's not just the trial date.

Well, let's just talk about the trial date just for one moment. They could clearly resolve that issue by simply saying, we stipulate that the five year rule is tolled or stipulating to go beyond the five year rule if it's not tolled. If it is tolled, then there is no exigent circumstances based upon the trial date.

The other issue about we know we'll get a counter from the defendants. Your Honor, without belaboring the point, my client has -- and other -- the other defendants in this case have used the writ process as they believe they were entitled to do so. And if he's arguing -- if his sort of cryptic argument is that we've delayed this case because we took writs up, then supporting your client's rights on materially [sic] and critical issues in the case is certainly a legitimate basis where there has been delay. And in fact, as you know, we have prevailed on all of those writs, other than I would say one where it was sort of an equivocal response. So to say -- their certainly not frivolous writs. They were well taken, and in fact, as I said, we prevailed on most of those writs. So that delay was a delay based upon an assertion of a legitimate right by Sands China.

The final point, the witnesses are getting older. That is certainly not good cause to throw out all the rules on discovery and the wholesale ignoring of the normal discovery process and the normal discovery time frames.

So, Your Honor, with that said, I don't believe they have sustained their burden of showing good cause in this particular circumstance. And I think --

THE COURT: Do either of you want to add anything, since you filed a consolidated opposition --

MR. MORRIS: Say it again.

THE COURT: -- briefly? You filed a consolidated opposition. So briefly, Mr. Morris.

MR. MORRIS: Yes, I do. I'll observe the 10 minute rule.

THE COURT: Okay. Or I'll set the timer. We're going to practice on you, then.

MR. MORRIS: But I do respond to bell ringing.

THE COURT: Let's see how it goes.

MR. MORRIS: So do we get it at the start and the finish?

THE COURT: Go.

MR. MORRIS: Bell to bell? Okay. Here I am.

Your Honor, I don't want to repeat what Mr. Jones has said to you, but I do -- and I understood what you said a moment ago about the unpublished decision you're concerned with. I make this observation. I'm not saying it's authoritative. I've heard that remark from you before. I heard it the last time we were here and a time before. I've looked at 35 unpublished decisions --

THE COURT: It's called Maduka.

MR. MORRIS: Okay. Mezuka.

THE COURT: Maduka, with a D.

MR. MORRIS: Maduka. Well, can -- if you'll spell it for me, I'll confirm --

THE COURT: M-A-D-U-K-A. It's a doctor. I don't remember the name of the other party.

MR. PEEK: Do you remember when, Your Honor?

THE COURT: No. I have it under my desk, though. That's where I keep it, in the box of other crap that I have to occasionally talk to new judges about.

MR. MORRIS: That decision and the other 34 that I looked at did not address the case I believe you should consider and which I believe makes binding this remark that we've set out in our motion papers here, our consolidated opposition. It's found on page 3. We've all looked at before, but I want to make a record for this in direct response to what you said a moment ago about the uncertainty that was introduced by that case, by that Mezuka case.

THE COURT: Maduka, with a D.

MR. MORRIS: Okay, Maduka. I like Zs, though. It sounds like [unintelligible] bazooka. In any event, this is what the Supreme Court said. "We direct that the District Court shall stay the underlying action --" action, underlying action; that's this one --

THE COURT: Comma, "except..."

MR. MORRIS: -- comma, "except for matters relating to a determination of personal jurisdiction until a decision has been entered." Now, let's consider that.

THE COURT: Wait. But wait. Remember in CityCenter what they did was they stopped after "action" and put a period there. And I still couldn't get an agreement in the CityCenter case as to when the tolling had actually occurred in that case.

MR. MORRIS: I was still in that case at that time.

THE COURT: So what I'm trying to say, it's a -- yes, you were still in CityCenter when that stay issue came down that stayed all of the consolidated and coordinated actions that I had. So I certainly understand this argument you're making. My concern relates to the comma "except" and the following language. And I understand your argument completely.

MR. MORRIS: Okay. I don't believe the order in the CityCenter case means that this order means something other than what it says in light of what none of these unpublished addressed and which you haven't yet, either, and that is the Boren case, Boren versus City of North Las Vegas, 638 P.2d 404. This is what the Supreme Court said with respect to 41(e) and the stay that it imposes. "For any period --" I'm quoting now "-- any period during which the

parties are prevented from bringing an action to trial by reason of the a stay order shall not be computed in determining the five-year period of Rule 41(e)." I don't think we can -- we can certainly differ on what we think 41(e) means, but I don't believe that we should differ on the point that this August 26 order, 2011, stayed the underlying action, "except for matters relating to determination of personal jurisdiction until a decision has been entered." And if you look at the Boren case, what that means is this is an order that has prevented the Court and the parties from bringing this action to trial. And that's what we're here concerned with. We're going to break our picks and our backs, too, including the plaintiff's, trying to get this case to trial and prepare for it in October, and we just -- we are not going to have either the time or the manpower if we associate a dozen other law firms --

THE COURT: I understand.

MR. MORRIS: -- to do this. And that is responsive to the arguments Mr. Bice made to you and makes to you over and over again about how we know how obstructive and difficult the defendants are going to be with discovery and we're going to have motion practice, we're going to have time taken, we're going to be in court over and over and over. So that provides what, good cause to shorten the time even more than we have? Your Honor, this is a substantial and serious issue. This is

not, I don't believe, a question of what the Supreme Court may have meant in the Maduka case when it put a period behind "action." We are going to be unable. I'm telling you that in advance, and I've said it in these papers.

THE COURT: I understand, Mr. Morris.

MR. MORRIS: And we need a break on this. We need you to consider what the Supreme Court has said. These unpublished decisions don't overrule Boren. We need you to consider Boren in light of the language of that August 26th, 2011, order. And as we will come back and argue again shortly, as Mr. Jones said, we're filing objections and a motion to reschedule the trial date based on, among other things, arguments that are being made here this morning. We'll address this issue again. And if you put VML in this case, this is an altogether new defendant -- put Mr. Adelson aside for a moment, who only came back into this late and who has not had the opportunity to participate in any of the discovery which in your order and decision of May 28th describe as information that is intertwined with the merits. We haven't had an opportunity -- he hasn't had an opportunity to participate in that and conduct discovery. And you know from the hearing you conducted and from the arguments that have been made that the target in this case is, if it can be identified by a name, is Sheldon Gary Adelson. He deserves -- and if you put VML in this case, which is not even represented

in this case now, you can't reasonably expect this case to go to trial and to accomplish all the pretrial proceedings that are necessary and that are going to involve you and decision making in the course of that preparation and be ready to try this case involving international issues and witnesses in October. My word. We're talking about discovery under your current trial order that's only going to run two months. And Mr. Bice is here to tell you that, I want to cut that in half. I'm telling you that is unreasonable. It isn't, as he says what everyone would agree to, good cause to shorten the period of time. And I'm telling you that if this goes ahead on the basis that you have now scheduled, we will not only be severely prejudiced, but -- let's have a snicker from the plaintiff's side -- we'll be deprived of due process, which includes an adequate and reasonable opportunity to prepare your case for trial on the merits and in this to defend against a variety of claims on the merits with respect to which we have been absolutely prohibited from conducting discovery.

Your Honor, this is not -- this is not an example, this is not an example by textbook or by anecdote of a motion that asks you to reconsider an order that you made in the face of law that says you do not have to make it under the circumstances that we have outlined here to give us, and if you put additional parties in this case, them a reasonable

opportunity to prepare for a defense on the merits, on the merits of the case as it will be developed. Not as it's being proclaimed and described in the newspapers, but on the merits of the facts that will outline and explain the relationship, the human relationships between the parties in this case and the entities that they worked for and served, which has yet to be addressed and for which we have yet to have the opportunity to prepare a defense on the merits. Thank you.

THE COURT: Thank you, Mr. Morris.

Mr. Peek, did you want to say anything else?

MR. PEEK: I wanted to add a few brief remarks, Your Honor.

THE COURT: Okay. Very briefly.

MR. PEEK: Thank you.

THE COURT: How long did he go?

You had 22 seconds left, Mr. Morris.

MR. MORRIS: I want you to maintain the Peek Rule.

MR. PEEK: Your Honor, I want to actually address two topics primarily, the one topic of when it was we were before you with respect to the five year rule. I remember standing in front of you, and I believe that my two colleagues here -- Mr. Morris may not have been here, but I know Mr. Jones was here -- you asked the question as to whether or not we thought the five year rule applied. I stood up and said I did, I believed that the five year rule applied and it was

tolled by virtue of the Supreme Court's stay. I stood up and said that.

THE COURT: I had asked the question a prior time, though, and I asked for briefing on it. About a year before that.

MR. PEEK: I understand what you're saying, Your Honor. And certainly it did not get briefed. But I do recall at least eight, nine months ago, or even longer, when I stood up before you and said that I believed that the five year rule had been tolled.

THE COURT: I remember that occasion.

MR. PEEK: So I'll leave that -- I'll leave that where it is, Your Honor, because we -- certainly had the plaintiff wanted to brief it at that time, but they didn't want to. They wanted to put us into this kind of position where we are here today. So when they say this is a matter of our own making, it is a matter of their making. It is a matter of their making with the overly aggressive positions that they have taken in this case that have led to reversals by the Supreme Court of overly aggressive actions on their part. And they now say to you, Your Honor, we know what this defendant is like, we know that the defendant likes to protect its rights, we know that the defendant will object to certain matters with respect to the discovery, we know that because we've dealt with it before. Yes, we have dealt with it

before, and we have reversed them at least on two occasions, which have led to additional stays of proceedings.

So when they say it's a matter of our own making, it is a matter of their making. It's a matter of their overly aggressive tactics to now come before -- to have come before you in the motion for jurisdictional discovery and have argued to you that these facts are intertwined and to develop facts that I cannot -- that I was not allowed to develop. And I made many objections, and the Court recognized those objections, that these were matters that were going to the merits and that Las Vegas Sands was not allowed to address those issues because the fight on jurisdictional discovery was not with me, was not with Las Vegas Sands, nor was it with Sheldon Adelson. It was between Sands China Limited and Jacobs. So I didn't have the opportunity to develop any so-called intertwining of merits.

So we're now told that because Las Vegas Sands and the defendants want to protect their rights that those rights ought to be ignored and that we should shorten everything so that we can address those rights that we know Las Vegas Sands is going to strive to protect. That is a denial of due process. I don't know what the universe of documents is, Your Honor, but I do know, as Mr. Morris and Mr. Jones both said, no army of lawyers can collect, process, review, and produce those documents on 15 days' notice or have depositions and

adequately prepare our clients for depositions; because it is really the three trial lawyers who have to get prepared for the trial, not this so-called army of lawyers. Thank you.

THE COURT: Thank you.

Mr. Bice, anything else?

MR. BICE: Your Honor, I love the argument that they have not been allowed to do discovery and that this is a product of our own making. I would direct the Court to the brief that they filed with the Nevada Supreme Court on March 28 of 2014, when I tried to get the stay lifted to make this point. I made this point about the need to get discovery to preserve evidence. That was over a year ago. I'd ask the Court to remember what Mr. Morris, Mr. Peek, and Mr. Jones all told the Nevada Supreme Court. They wanted that stay to remain in place. That was their position. They opposed me lifting the stay. They opposed getting discovery done. I love this argument, they're the victims over here, they're the victims of having known the jurisdictional facts but misrepresenting to the Nevada Supreme Court to get that stay in the first place, they're the victims here of concealing evidence from us for how many years and deceiving the Court about where that evidence was at for how many years, at least two, they're the victims of I don't know what regarding this, well, these witnesses testified and now we're stuck with the facts. Apparently they're the victims of the truth, because I

guess to understand their argument is these witnesses were going to somehow testify different had they been allowed to get some additional facts. That's really what they're arguing, we would have had these witnesses give a different version of the facts? That is really rather incredible.

The question, Your Honor, is simply a simple one. The Court has -- this is within the Court's discretion. I'm not trying to shorten the time frame for discovery at all. I'm trying to streamline it so that the discovery can be done. That rule is going to apply to us, too. They're telling you, oh, they want to do all this discovery. Of course, they don't identify what that would be. All the documents are in their possession, and we gave them at their own insistence everything in two weeks. We had to do that. They have plenty of time and they have plenty of personnel.

And let me address this five year rule issue, because I remember it so vividly because I did file a brief in the Granite matter, as the Court will recall. And there were three cases, and I was involved in two of them, Granite and this one. And you know why they didn't file a brief? Because they were being coy about it. It wasn't that we -- it wasn't that we didn't want that issue resolved a long time ago. We tried to get it resolved, and they wouldn't commit one way or the other. Now this has boomeranged around on them, and so now they're suddenly, well, we've obtained the advantage of

delay. And so their brief says it all. They want to delay this case for three more years. Maybe some more witnesses will die, maybe some more evidence will get lost, maybe we can deprive Mr. Jacobs of his day in court because the facts are so bad for us, as Mr. Leven and others admitted. That's what this is really about. It's about cheating my client because they have the money and they want to just grind this guy to the death. And then as soon as they get past the five year rule they'll have a new story. They'll come back to this coyness, well, you know, it really wasn't tolled, it really wasn't, and that's just too bad, now Mr. Jacobs is out of court.

My client is not obligated to live at the whim of the billionaires and all the money that they've got to try and grind this case to a halt. We've proposed a reasonable schedule. It is a reasonable schedule. They can accommodate it just like we have to accommodate it.

THE COURT: Thank you.

The motion is denied as premature.

I have some homework requirements for the parties. First, is anyone going to send my decision to the Nevada Supreme Court on the writ, or should I send it? I've had it done both ways. I'm happy to send it by letter form, Dear Nevada Supreme Court, here's my decision, love and kisses, Judge Gonzalez, copies to all of you.

MR. RANDALL JONES: Decision on the evidentiary hearing, Your Honor?

MR. PEEK: You don't mean by writ, you mean just notify them?

THE COURT: I'm not going to do a writ. I don't have authority to issue a writ to the Nevada Supreme Court.

MR. PEEK: No, no, no. I was asking the question, Your Honor.

THE COURT: I was going to send a letter, because I don't make filings in the Nevada Supreme Court, since I'm not a party, saying, here's the decision I entered pursuant to your writ you issued. Or are you guys going to do it? Because I've had parties do it both ways in different kinds of cases. What do you prefer?

MR. BICE: It's a writ directed to the Court. I think the Court should send it.

THE COURT: I'll send it. Okay. I'll copy you all.

Second item --

And, Mr. Bice, you can leave whenever you need to, because these are all housekeeping issues.

MR. BICE: All right.

THE COURT: When do you get back?

MR. BICE: I'll be back tomorrow night late.

THE COURT: So here's my suggestion. I need to talk to you guys about a discovery schedule which may end up with

me giving you some expedited dates. I would like to do that, if everybody's available, sometime on Friday. If you're not available, then I'll talk to you about doing it a different day. But the reason I want to try and do it on Friday is I don't want to let this linger too long, and I also want to make sure that we've handled other issues that weren't addressed in the motion that I also think are important.

MR. RANDALL JONES: And what matters on Friday, Your Honor?

THE COURT: I would call it a Rule 16 conference in most every case except this one. I won't call it that in this case, because I called it that four and a half years ago in this case when I had a Rule 16 conference.

MR. BICE: That's already happened in this case.

THE COURT: Yeah, I know. But --

MR. BICE: We already had a trial date in this case.

THE COURT: -- then some stuff got screwed up. So I want to see if I can get you back on track real quick.

MR. PISANELLI: Is that what you meant, by the way, Your Honor, when you just said the motion is premature, that you want to talk about this first?

THE COURT: Yes, it is, Mr. Pisanelli.

MR. PISANELLI: Making sure I'm just keeping up.

MR. PEEK: So you want to have a conference on Friday?

THE COURT: I'm asking if you're available. If you're not available -- because I want Mr. Bice to make his flight. If you're not available to do it on Friday, then I can talk to you about doing it a morning the week after early, because I'm in two criminal trials next week.

MR. RANDALL JONES: In the morning I've got an 8:00 o'clock hearing actually -- I'm going to have to be on the phone. It's back in Massachusetts. But I'm supposed to be on the phone at 8:00 o'clock. I don't know that that's going to take very long, but I probably couldn't get here before 9:00 o'clock.

THE COURT: Want to do something at 10:30 or 11:00?

MR. MORRIS: On what day?

MR. PEEK: Friday.

THE COURT: Friday.

MR. PEEK: Friday, the 12th.

MR. PISANELLI: Your Honor, does it make sense to you to call it -- I mean, it's just a label -- if you want to call this a supplemental Rule 16 conference --

THE COURT: I could call it that.

MR. PISANELLI: -- so that the new parties don't complain that they didn't get to participate?

THE COURT: I could call it that. I might call it that.

MR. BICE: They were all in this case at the time.

THE COURT: First I've got to get a date.

MR. PEEK: I'm available, Your Honor, on Friday.

THE COURT: Mr. Morris?

MR. MORRIS: I don't want to call it a supplemental conference, because I don't know what conference it's supplementing.

THE COURT: It's supplementing the Rule 16 conference I did four years ago.

MR. BICE: I believe Mr. Adelson --

MR. MORRIS: To which I was not -- to which I was not a party.

THE COURT: Mr. Adelson was a party at the time.

MR. BICE: Yes. I believe that's right.

THE COURT: Or he was at the time the order was issued. He may not have been at the time the hearing was actually conducted.

MR. MORRIS: Did the order -- was the order actually issued?

THE COURT: The Rule 16? Oh, absolutely.

MR. MORRIS: Okay. So what time on Friday?

THE COURT: 10:30?

MR. MORRIS: Okay. I want to ask -- can I ask you one other question?

THE COURT: As many as you want.

MR. MORRIS: A moment ago when Mr. Bice concluded

his latest hysterical argument you said, I'm denying the motion without prejudice?

THE COURT: That is correct. That means, as Mr. Pisanelli so accurately pointed out, I'm going to have a discussion with all of you as to how we will mention to get discovery done and what things we can use from the intertwined jurisdictional discovery that overlapped onto merits issues and what really still needs to be done so I can get an idea as to how many tracks of depositions you need and what is humanly possible to accomplish. I mean, that's really basically the discussion I want to have with you. And then I have some other issues that I want to talk to you about, production issues. The same kind of things I usually talk to people about and I did talk to people about when Ms. Glaser was still into case.

MR. MORRIS: We have some other -- you've been told, and there'll be some other motion practice on these issues?

THE COURT: If I get that motion today, I could set it for Friday, too, if you want. But I've got to get the motion today so I can sign the OST to set it for Friday.

So, Mr. Bice, you can leave anytime. I don't want you missing your flight.

MR. BICE: I understand, Your Honor. I appreciate that.

THE COURT: Okay.

MR. MORRIS: What about the addition -- you're going to have a scheduling conference, and you've got a motion pending to file an amended complaint to add a party?

THE COURT: I have scheduling conferences all the time before I have amended pleadings.

MR. MORRIS: I appreciate that. But I don't think you have scheduling conferences all the time when you're on the cusp of amending pleadings and adding additional parties who will not be at the scheduling conference.

THE COURT: What I always say to everyone who's involved is if a new party is added we typically have to adjust the schedule. Your case is slightly different given what I perceive to be the issues related to Rule 41(e). And while I understand you disagree, that is a concern for me in adding anything else to this case.

MR. MORRIS: We'll be here at 10:30. But I will say that in coming to -- at least I'm speaking for myself. We will be offering -- at the same time we may be discussing with you dates we'll be offering objections.

THE COURT: And other options, maybe.

MR. MORRIS: And other options --

THE COURT: Other options are always good.

MR. MORRIS: -- such as reconsidering your order to schedule this trial for October the 14th.

THE COURT: Okay. So let me go to the last item on

my agenda. And this, Mr. Jones, will require homework from you.

MR. PEEK: So, Your Honor, we're not calling this anything other than a conference with the Court?

THE COURT: How about we call it a supplemental Rule 16 conference. And then if you want to argue about what it supplements, we can argue about it. But you know I had a Rule 16 conference with you --

MR. PEEK: I do, Your Honor. I was here. I do.

THE COURT: -- when Ms. Glaser was in the case. And it may not --

MR. PEEK: And somebody was on the -- somebody was also on the -- by video conference.

THE COURT: I had Ms. Salt, who was on video conference from Macau.

MR. PEEK: And Mr. -- Ms. Salt and Mr. Fleming.

THE COURT: It was Ms. Salt.

MR. PEEK: Ms. Salt was present.

THE COURT: All right. So if I could now go to the other issue, which is the one I advanced for today because when I was reading it last night I had concerns. So let me tell you what my concerns are.

You will remember, Mr. Jones, that during the evidentiary hearing you had an offer of proof that you filed in open court. That offer of proof was 22 pages. Dulce took

it, she initialled it, it got filed in open court.

You then said something about a bunch of exhibits which I think you titled an appendix, and I told you I wasn't going to look at them because I precluded you from giving them to me under the sanctions order.

What appears to have happened, and Laura and I and Dan and Dulce have researched this quite a bit today, is that somebody from your office then efiled a thousand-and-some pages of documents as an appendix, which on its own is perfectly fine, and at the same time submitted a motion to seal those documents.

Because a motion to seal has to be filed over the counter with the Clerk's Office in order for it to become effective, the appendix is not currently sealed. I bring that to your attention because the motion I advanced to today was a motion to seal the exhibits, which I don't think anybody in the Clerk's Office when they read it had thought had anything to do with the appendix that you electronically filed.

So here's my request to you. And we may want to talk about it on Friday when you come back after you've had a chance to research it. The appendix is not currently sealed. If there is anything in particular in that 1,087 or so pages of documents that you really want sealed, if you would let me know, I will look at it and then make a determination as to whether I think it should be sealed. But right now none of

it's sealed because of how it got filed.

MR. RANDALL JONES: Thank you, Your Honor. I will look at that immediately and get back to the Court immediately.

THE COURT: Okay. But I wanted to bring that to your attention, because when I came back from my person issues yesterday and started trying to figure it out I became frustrated, and then I made Dulce and Laura and Dan frustrated, and then we figured it out. Dulce had to go to her handwritten notes.

So anything else? See you Friday at 10:30.

Have a nice flight. Oh. He's already left.

Have a nice day. Sorry your day with Judge Allf was so long.

THE PROCEEDINGS CONCLUDED AT 1:50 A.M.

* * * * *

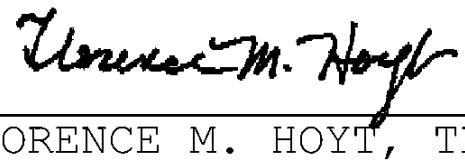
CERTIFICATION

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

AFFIRMATION

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

FLORENCE HOYT
Las Vegas, Nevada 89146



FLORENCE M. HOYT, TRANSCRIBER

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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, et al., Defendants. AND ALL RELATED MATTERS.	CASE NO. A627691-B DEPT NO: XI **ORDER DENYING DEFENDANTS' OBJECTION TO THE ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL AND CALENDAR CALL; AND MOTION TO VACATE AND RESET TRIAL BASED ON TOLLING OF FIVE-YEAR RULE**

The Objection and Motion to Vacate Trial Date Based on Tolling of the Five Year Rule [NRCP 41(e)] having come on for hearing on June 12, 2015, Todd Bice, Pisanelli Bice PLLC, appearing for plaintiff Steven Jacobs; Steve Morris, Morris Law Group, appearing for defendant Sheldon Adelson; J. Stephen Peek, Holland & Hart LLP, appearing for defendant Las Vegas Sands Corp.; and J. Randall Jones, Kemp, Jones & Coulthard, LLP, appearing for Sands China, Ltd.

Now, having considered the Objection and Motion and heard the arguments of counsel, and good cause appearing, the Objection is overruled and the Motion ~~are~~ is DENIED.

DISTRICT ~~COURT~~ JUDGE

DATED: Jun 12, 2015

Respectfully submitted by:

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DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN JACOBS,

Plaintiff(s),

vs

LAS VEGAS SANDS CORP, ET AL,

Defendants.

Case No. 10 A 627691
Dept. No. XI

BUSINESS COURT SCHEDULING ORDER
AND AMENDED ORDER SETTING CIVIL JURY TRIAL,
PRE-TRIAL AND CALENDAR CALL

This BUSINESS COURT SCHEDULING ORDER AND AMENDED TRIAL SETTING ORDER is entered following the Hearing conducted on June 12, 2015. Pursuant to NRCP 16.1(f) this case has previously been deemed complex and all discovery disputes will be resolved by this Court. Filing of the Joint Case Conference Report has previously been waived. This Order may be amended or modified by the Court upon good cause shown.

IT IS HEREBY ORDERED that the parties will comply with the following deadlines:

Initial Rule 16.1 Disclosures[1]	**06/22/15**
Expert Disclosures are Due[2]	**07/17/15**
Rebuttal Expert Disclosures are Due	**08/14/15**
Percipient Discovery Cut-Off	**08/07/15**

[1] Certain parties did not make Rule 16.1 disclosures following the original Rule 16 conference and prior to entry of the stay. This deadline applies to those parties.

[2] This deadline applies to any issue on which an expert will be presented where the party offering the expert bears the burden of proof.

Expert Discovery Cut-Off **09/04/15**

Dispositive Motions to be filed by **08/07/15**

Motions in Limine to be filed by **08/14/15**

IT IS FURTHER ORDERED THAT:

A. The above entitled case is set to be tried to a jury on **October 14, 2015 at 9:00a.m.**

B. The calendar call will be held pursuant to EDCR 2.69[3] on **October 12, 2015 at 9:00a.m.**

C. The Final Pre-Trial Conference pursuant to EDCR 2.68[4] will be held with the designated will be held on **September 18, 2015 at 9:00am.** Parties must disclose 48 hours prior to the Final Pre-Trial Conferences and bring to the Final Pre-Trial Conferences the following:

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[3] **Rule 2.69. Calendar call.**
(a) Unless otherwise directed by the court, trial counsel must bring to calendar call:
(1) All exhibits already marked by counsel for identification purposes.
(2) Typed exhibit lists with all stipulated exhibits marked as admitted.
(3) Jury instructions in 2 groups: the agreed upon set and the contested set. The contested instructions must contain the name of the party proposing the same and the citations relied upon for authority.
(4) Proposed voir dire questions.
(5) Original depositions.
(6) A list of equipment needed for trial which is not usually found in the courtroom, i.e., overhead, VCR and monitor, view box, etc. At calendar call the court or its designee will inform counsel if such equipment is available in house or if counsel must procure the same and bring to the courtroom.
(7) Courtesy copies of legal briefs on trial issues. Originals must be filed and a copy served on opposing counsel at or before the close of trial.

[4] That rule provides in pertinent part:

Rule 2.68. Final pre-trial conference.
* * *
(b) At the pre-trial conference, the court may consider the following subjects:
(1) Prospects of settlement.
(2) Use of depositions at trial in lieu of live testimony.
(3) Time required for trial.
(4) Alternate methods of dispute resolution.
(5) Readiness of case for trial.
(6) Any other matters.

(1) Typed exhibit lists;

(2) All exhibits already marked by counsel for identification purposes.

(3) List of depositions;

(4) List of equipment needed for trial, including audiovisual equipment;[5] and

(5) Courtesy copies of any legal briefs on trial issues.

(6) Demonstrative Exhibits[6]

(7) Power Points to be used in Opening Statements

D. The Joint Pre-Trial Memorandum must be filed no later than **September 17, 2015**, with a courtesy copy delivered to Department XI. All parties, (Attorneys and parties in proper person) **MUST** comply with **All REQUIREMENTS** of NRCP 16.1a(3)[7], E.D.C.R. 2.67[8], 2.68 and 2.69.

(c) The pre-trial conference must be attended by designated trial counsel who are knowledgeable and prepared for such conference. Should the designated trial counsel fail to appear at the pre-trial conference or to comply with this rule, an ex parte hearing may be held and judgment of dismissal or default or other appropriate judgment entered or other sanctions imposed.

[5] If counsel anticipate the need for audio visual equipment during the trial, a request must be submitted to the District Courts AV department following the calendar call. You can reach the AV Dept at 671-3300 or by e-mail at CourtHelpDesk@ClarkCountyCourts.us.

[6] This deadline does not apply to a demonstrative exhibit intended to illustrate a single witness's testimony or utilized solely during Opening Statement or Closing Argument.

[7] NRCP 16.1(a)(3) provides in pertinent part:

(3) Pretrial Disclosures. In addition to the disclosures required by Rule 16.1(a)(1) and (2), a party must provide to other parties the following information regarding the evidence that it may present at trial, including impeachment and rebuttal evidence:

(A) The name and, if not previously provided, the address and telephone number of each witness, separately identifying those whom the party expects to present, those witnesses who have been subpoenaed for trial, and those whom the party may call if the need arises;

(B) The designation of those witnesses whose testimony is expected to be presented by means of a deposition and, if not taken stenographically, a transcript of the pertinent portions of the deposition testimony; and

(C) An appropriate identification of each document or other exhibit, including summaries of other evidence, separately identifying those which the party expects to offer and those which the party may offer if the need arises.

Unless otherwise directed by the court, these disclosures must be made at least 30 days before trial. Within 14 days thereafter, unless a different time is specified by the court, a party may serve a list disclosing (i) any objections to the use under Rule 32(a) of a deposition designated by another party under subparagraph (B), and (ii) any objection, together with the grounds therefor, that may be made to the admissibility of materials identified under subparagraph (C). Objections not so disclosed, other than objections under NRS 48.025 and 48.035, shall be deemed waived unless excused by the court for good cause shown.

Counsel should include in the Memorandum an identification of orders on all motions in limine or motions for partial summary judgment previously made, a summary of any anticipated legal issues remaining, a brief summary of the opinions to be offered by any witness to be called to offer opinion testimony as well as any objections to the opinion testimony.

E. All pretrial motions, however styled, will be filed in compliance with EDCR 2.20[9] and 2.27[10] unless those requirements are specifically modified in this Order. All dispositive

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[8] That rule provides in pertinent part:

Rule 2.67. Meetings of counsel before calendar call or final pretrial conference; pretrial memorandum.
(a) Prior to any calendar call or final pretrial conference, the designated trial attorneys for all the parties must meet together to exchange their exhibits and lists of witnesses, and arrive at stipulations and agreements, all for the purpose of simplifying the issues to be tried. The plaintiff must designate the time and place of the meeting which must be within Clark County, unless the parties agree otherwise. At this conference between counsel, all exhibits must be exchanged and examined and counsel must also exchange a list of the names and addresses of all witnesses, including experts, to be called at the trial. The attorneys must then prepare a joint pretrial memorandum which must be served and filed not less than 15 days before the date set for trial. If agreement cannot be reached, a memorandum must be prepared separately by each attorney and so submitted. A courtesy copy of each memorandum must be delivered to the court at the time of filing.
(b) The pretrial memorandum must be as concise as possible and must state the date the conference between the parties was held, the persons present, and include in numerical order the following items:
(1) A brief statement of the facts of the case.
(2) A list of all claims for relief designated by reference to each claim or paragraph of a pleading and a description of the claimant's theory of recovery with each category of damage requested.
(3) A list of affirmative defenses.
(4) A list of all claims or defenses to be abandoned.
(5) A list of all exhibits, including exhibits which may be used for impeachment, and a specification of any objections each party may have to the admissibility of the exhibits of an opposing party. If no objection is stated, it will be presumed that counsel has no objection to the introduction into evidence of these exhibits.
(6) Any agreements as to the limitation or exclusion of evidence.
(7) A list of the witnesses (including experts), and the address of each witness which each party intends to call. Failure to list a witness, including impeachment witnesses, may result in the court's precluding the party from calling that witness.
(8) A brief statement of each principal issue of law which may be contested at the time of trial. This statement shall include with respect to each principal issue of law the position of each party.
(9) An estimate of the time required for trial.
(10) Any other matter which counsel desires to bring to the attention of the court prior to trial.

[9] That rule provides in pertinent part:

Rule 2.20. Motions; contents; responses and replies; calendaring a fully briefed matter.
(a) Unless otherwise ordered by the court, papers submitted in support of pretrial and post-trial briefs shall be limited to 30 pages, excluding exhibits. Where the court enters an order permitting a longer brief or points and authorities, the papers shall include a table of contents and table of authorities.

motions must be in writing and filed no later than **August 7, 2015**. Orders shortening time will not be signed except in extreme emergencies.

F. All motions in limine must be filed in compliance with EDCR 2.47[11] and filed no later than **August 14, 2015. Orders shortening time will not be signed except in extreme emergencies.**

(b) All motions must contain a notice of motion setting the same for hearing on a day when the district judge to whom the case is assigned is hearing civil motions in the ordinary course. The notice of motion must include the time, department, and location where the hearing will occur.

(c) A party filing a motion must also serve and file with it a memorandum of points and authorities in support of each ground thereof. The absence of such memorandum may be construed as an admission that the motion is not meritorious, as cause for its denial or as a waiver of all grounds not so supported.

* * *

[10] That rule provides in pertinent part:

Rule 2.27. Exhibits.

(a) Exhibits that are submitted to the court that are in excess of 10 pages in length must be numbered consecutively in the lower right-hand corner of the document. Exhibits shall be separated by sheets with the identification "Exhibit ____" centered in the separator page in 24-point font or larger.

(b) Where the exhibits to be submitted are collectively in excess of 100 pages, the exhibits must be filed as a separate appendix and must include a table of contents identifying each exhibit and the numbering sequence of the exhibits.

(c) Unless otherwise ordered by the court, exhibits that are in a format other than documents that can be scanned may not be filed in support of pretrial and post-trial briefs. Where the court enters an order permitting the filing of non-documentary exhibits in support of pretrial and post-trial briefs which contain audio or video information, the filing must be filed with a captioned cover sheet identifying the exhibit(s) and the document(s) to which it relates and be accompanied by a transcript of the contents of the exhibit.

(d) Oversized exhibits shall be reduced to eight and one-half inches by eleven inches (8.5" × 11") unless otherwise permitted by the court or unless such reduction would destroy legibility. An oversized exhibit that cannot be reduced shall be filed manually and separately with a captioned cover sheet identifying the exhibit and the document(s) to which it relates.

[11] That rule provides in pertinent part:

Rule 2.47. Motions in limine. Unless otherwise provided for in an order of the court, all motions in limine to exclude or admit evidence must be in writing and filed not less than 45 days prior to the date set for trial and must be heard not less than 14 days prior to trial.

(a) The court may refuse to sign orders shortening time and to consider any oral motion in limine and any motion in limine which is not timely filed or noticed.

(b) Motions in limine may not be filed unless an unsworn declaration under penalty of perjury or affidavit of moving counsel is attached to the motion setting forth that after a conference or a good-faith effort to confer, counsel have been unable to resolve the matter satisfactorily. A "conference" requires a personal or telephone conference between or among counsel. 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. If a personal or telephone conference was not possible, the declaration/affidavit shall set forth the reasons.

G. Counsel shall meet, review, and discuss the proposed jury questionnaire. Counsel will submit in Word format the joint proposed jury questionnaire on or before **September 11, 2015** or if no agreement has been reached the competing versions in Word format on or before September 13, 2015. The Court will freely grant requests for inclusion of questions by the Parties. Upon submission of the proposed jury questionnaire, the Court will review the jury questionnaire and will make any appropriate modifications. A hearing will be held on any objections to the jury questionnaire on **September 14, 2015 at 9:00 a.m.**

H. All original depositions anticipated to be used in any manner during the trial must be delivered to the clerk prior to the final Pre-Trial Conference. If deposition testimony is anticipated to be used in lieu of live testimony, a designation (by page/line citation) of the portions of the testimony to be offered must be filed and served by facsimile or hand, two (2) judicial days prior to the final Pre-Trial Conference. Any objections or counterdesignations (by page/line citation) of testimony must be filed and served by facsimile or hand, one (1) judicial day prior to the final Pre-Trial Conference commencement. If video depositions are sought to be used during the Trial, all edits must be completed and be available to be played to the Court at the Calendar Call. Counsel shall advise the clerk prior to publication.

I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits. All exhibits must comply with EDCR 2.27.[12] Two (2) sets must be three hole punched placed in three ring binders along with the exhibit list. The sets must be delivered to the clerk prior to the final Pre-Trial Conference. Any demonstrative exhibits including exemplars anticipated to be used must be disclosed prior to the calendar call. Pursuant to EDCR 2.68, at the final Pre-Trial Conference, counsel shall be prepared to stipulate or make specific objections to individual proposed exhibits. Unless otherwise agreed to by the parties, demonstrative exhibits are marked for identification but not admitted into evidence.

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[12] Alternatively the parties may agree to utilize the Court's electronic exhibit protocol.

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DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN JACOBS, Plaintiff(s), vs LAS VEGAS SANDS CORP, ET AL, Defendants.	**Case No.** 10 A 627691 **Dept. No.** XI **Date of Hearing:** 04/20-22/2015, 04/27-30/2015, 05/04-05/2015 and 05/07/2015

AMENDED[1] DECISION AND ORDER

This matter having come on for an evidentiary hearing related to the Defendant Sands China Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, or in the Alternative, Plaintiff's Failure to Join an Indispensable Party, the Nevada Supreme Court's Order Granting Petition for Writ of Mandamus,[2] and the Writ of Mandamus issued by the Nevada Supreme Court to this Court on August 26, 2011 (collectively "Writ") beginning on April 20, 2015 and continuing, based upon the availability of the Court and Counsel, until its completion on May

[1] On May 28, 2015, this Court granted Plaintiff's Motion to Modify/Correct Decision and Order. Based upon the issues related to the loss of the electronic file the Court has taken the opportunity to not only make the corrections requested in the Motion but also those other corrections that had been made in the prior electronic version prior to its unfortunate and inadvertent loss due to what the Court's IT staff described as "operator error".

[2] The Nevada Supreme Court directed this 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 [this Court's] personal jurisdiction decision." Sands China Ltd. v. Eighth Judicial Dist. Court of State ex rel. Cnty. of Clark, No. 58294, 2011 WL 3840329, at *2 (Nev. Aug. 26, 2011). Since then, the parties have engaged in jurisdictional discovery. The decisions in Daimler AG v. Bauman, 134 S.Ct. 746, 761 (2014), and the Nevada Supreme Court's decision in Viega GmbH v. Eighth Judicial Dist., 130 Nev. Adv. Rep. 40, 328 P.3d 1152 (2014) were made subsequent to that decision and have been considered by the Court in evaluating the propriety of the exercise of general, specific and/or transient jurisdiction over SCL.

7, 2015; Plaintiff Steven Jacobs ("Jacobs") being present in court and appearing by and through his attorney of record, James J. Pisanelli, Esq., Todd L. Bice, Esq., Debra L. Spinelli, Esq., and Jordan T. Smith, Esq., of the law firm Pisanelli Bice PLLC; Sands China Ltd. ("SCL") appearing by and through its attorney of record J. Stephen Peek, Esq. of the law firm Holland & Hart LLP and Randall Jones, Esq., Mark M. Jones, Esq., and Ian P. McGinn, Esq., of the law firm Kemp, Jones & Coulthard, LLP; Defendants Las Vegas Sands Corp. ("LVS") appearing by and through its attorney of record J. Stephen Peek, Esq. of the law firm Holland & Hart LLP; and Defendant Sheldon G. Adelson ("Adelson") appearing as a witness and by and through his attorney of record, Steve Morris, Esq. and Rosa Solis Rainey, Esq. of the Morris Law Group; the Court having read and considered the pleadings filed by the parties; having reviewed the evidence admitted during the evidentiary hearing;[3] and having heard and carefully considered the testimony of the witnesses called to testify; the Court having considered the oral and written arguments of counsel, and with the intent of deciding the limited issues before the Court related to jurisdiction over SCL,[4] makes the following findings of fact[5] and conclusions of law: [6]

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[3] As a result, of an *in camera* review conducted by this Court related to discovery disputes, additional documents not admitted in evidence have been previously reviewed. For purposes of this decision, the Court relies upon the evidence admitted during this hearing and the two prior evidentiary hearings conducted.

[4] The Court notes, as the Nevada Supreme Court noted in Trump v. District Court, 109 Nev. 687, 693, n.2 (1993), given the intertwined factual issues present between the facts supporting the claims made by Plaintiff and the facts relating to the jurisdictional issues the procedure undertaken in this case, is not an efficient use of judicial resources.

[5] The findings made in this Order are preliminary in nature based upon the limited evidence presented after very limited jurisdictional discovery and may be modified based upon additional evidence presented to the Court and/or jury at the ultimate trial of this matter.

[6] The Writ of Mandamus issued to this Court on August 26, 2011 states:

> NOW, THEREFORE, you are instructed to hold an evidentiary hearing on personal jurisdiction, to issue findings of act (sic) and conclusions of law stating the basis for your decision following that hearing,. . . .

I.
PROCEDURAL POSTURE

Jacobs filed this suit on October 20, 2010, against SCL claiming that SCL breached contractual obligations it allegedly owed him by refusing to honor his demand to exercise certain stock options following his termination. On December 22, 2010, SCL moved to dismiss the complaint for (among other things) lack of jurisdiction. Jacobs opposed the motion on February 9, 2011, arguing that the Court had jurisdiction over SCL and that it also had transient jurisdiction because the complaint was served in Nevada on Michael A. Leven ("Leven"), who was then the Acting Chief Executive Officer of SCL.

On March 15, 2011, this Court denied the SCL motion stating:

> Here there are pervasive contacts with the State of Nevada by activities done in Nevada by board members of Sands China. Therefore, while Hong Kong law may indeed apply to certain issues that are discussed during the progress of this case, that does not control the jurisdictional issue here.

March 15, 2011 Transcript p. 62, lines 3 to 7. The Nevada Supreme Court issued an Order Granting Petition for Mandamus on August 26, 2011.

On August 26, 2011, the Nevada Supreme Court issued a stay of certain proceedings in this matter pending the conduct of an evidentiary hearing and decision on jurisdictional issues related to SCL. The Court granted Jacobs request to conduct jurisdictional discovery prior to the evidentiary hearing. The order granting the jurisdictional discovery was entered on March 8, 2012. Due to numerous discovery disputes[7] and stays[8] relating to petitions for extraordinary relief, the evidentiary hearing on jurisdiction was delayed.

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[7] Certain evidentiary sanctions were imposed upon SCL in the Order entered March 6, 2015.

a. For purposes of jurisdictional discovery and the evidentiary hearing related to jurisdiction, SCL will be precluded from raising the MDPA as an objection or as a defense to use, admission, disclosure or production of any documents.

II.
BURDEN OF PROOF

There are significant issues related to the appropriate burden of proof to be utilized in this case that have been well briefed by counsel. The typical standard on a motion to dismiss for lack of jurisdiction is a *prima facie* standard. In Trump, the Nevada Supreme Court noted that a preponderance of the evidence standard may be the appropriate standard in a "full evidentiary hearing".[9] The Nevada Supreme Court also made mention of a case in the Trump decision which suggested a third standard --"likelihood of the existence of each fact necessary to support personal jurisdiction"[10] -- may be appropriate.[11]

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b. For purposes of jurisdictional discovery and the evidentiary hearing related to jurisdiction, SCL is precluded from contesting that Jacobs's electronically stored information (approx. 40 gigabytes) is rightfully in his possession.

c. For purposes of the evidentiary hearing related to jurisdiction, SCL is precluded from calling any witnesses on its own behalf or introducing any evidence on its own behalf. SCL may object to the admission of evidence, arguments of counsel, and to testimony of witnesses during the evidentiary hearing related to jurisdiction; cross-examine witnesses during the evidentiary hearing related to jurisdiction; and, argue the application of the evidence to the law during the opening and closing arguments of the evidentiary hearing related to jurisdiction.

d. During the evidentiary hearing related to jurisdiction, the Court will adversely infer, subject to SCL's ability to rebut that inference (within the evidentiary constraints set forth in the paragraph above), that all documents not produced in conformity with this Court's September 2012 Order are adverse to SCL, would contradict SCL's denials as to personal jurisdiction, and would support Jacobs' assertion of personal jurisdiction over SCL.

[8] The parties have not agreed that any stays issued act as a tolling or extension of the period under NRCP Rule 41(e). As such, the trial of this matter was set by Order entered on May 27, 2015 to commence on October 14, 2015, prior to the earliest expiration of the period under NRCP Rule 41(e), October 19, 2015.

[9] 109 Nev. at 693.

[10] This third standard and the circumstances in which it may be appropriate to utilize was explained as:

> If, however, the court finds that determining a motion on the *prima facie* standard (thereby deferring the final jurisdictional determination until trial) imposes on a defendant a significant expense and burden of trial on the merits in the foreign forum that

A traditional preponderance of the evidence standard is inappropriate for this case because of the limited discovery done to date due to the stay and the inextricably intertwined facts between jurisdiction and merits. These limitations impact the ability of the parties to conduct a "full evidentiary hearing". A jury demand has been filed; Jacobs has a right to a jury trial on the jurisdictional defense raised by SCL. Given the inextricably intertwined issues between the conduct of representatives of LVS and SCL, the Court shares the concerns expressed by counsel for LVS regarding the potential impact of these findings and conclusions upon LVS. Despite these concerns, the Court makes findings and reaches conclusions related to jurisdiction, *solely to comply with the Writ*, upon a preponderance of the evidence standard *based solely on the evidence presented.* The findings and conclusions are preliminary in nature and may not be used by the parties or their counsel for any purpose other than this Court's compliance with the Writ.[12]

> it is unfair in the circumstances, the court may steer a third course that avoids both this unfair burden and (especially when the jurisdictional facts are enmeshed with the merits) the morass of unsettled questions of law regarding "issue preclusion" and "law of the case". This third method is to apply an intermediate standard between requiring only a *prima facie* showing and requiring proof by a preponderance of the evidence. Thus, even though allowing an evidentiary hearing and weighing evidence to make findings, the court may merely find whether the plaintiff has shown a likelihood of the existence of each fact necessary to support personal jurisdiction.

Boit. v. Gar-Tec Products, Inc., 967 F. 2d 671 at 677 (1st Cir. 1992).

[11] Another standard which might be appropriate for consideration, but which was not raised by the parties, is the standard of substantial evidence used for judgment on partial findings made under NRCP 52(c).

[12] Given the inextricably intertwined issues of jurisdiction with the facts surrounding the merits issues, i.e. the termination of Plaintiff's employment and associated stock option(s), the evidentiary hearing and the jurisdictional discovery necessary prior to the hearing have not been a wise use of judicial resources. Unfortunately, as a result of the process imposed upon this Court because of the Writ, the parties will have only a few months to conduct the merits discovery and be ready for trial.

III.
FINDINGS OF FACT

1. Jacobs filed this suit on October 20, 2010 against SCL claiming that SCL breached contractual obligations it allegedly owed him by refusing to honor his demand to exercise certain stock options following his termination.

2. On December 22, 2014, Jacobs filed a Third Amended Complaint, alleging three new claims against SCL: conspiracy, aiding and abetting his alleged wrongful termination by LVS, and defamation as a result of statements made during the course of the litigation by LVS's and SCL's chairman, Adelson. Jacobs contends that there is specific jurisdiction over SCL on all three claims.

3. LVS is a Nevada corporation with its principle place of business in Las Vegas, Nevada. LVS is headed by Adelson who serves as LVS's Chairman of the Board of Directors. LVS is a publicly-traded company in the United States. Through subsidiaries, LVS operates casinos in Nevada, Pennsylvania, Macau, and Singapore.

4. In early 2009, Leven became Chief Operating Officer ("COO") of LVS.

5. Leven had previously served on the LVS Board.

6. Leven asked Jacobs to assist him as a consultant.

7. Jacobs became a consultant to LVS through Vagus Group, Inc., an entity Jacobs owned. In that role, Jacobs began assisting with the restructuring of LVS's Nevada operations. In doing so, Jacobs, Leven and Adelson met extensively in Nevada. They also traveled to Macau to review LVS's operations there.

8. While Jacobs was assisting LVS as a consultant, all of its Macau operations and assets were held through wholly-owned subsidiaries, one of which was Venetian Macau Limited ("VML").

9. Leven discussed bringing Jacobs on directly, on a temporary basis, to help oversee and restructure LVS's Macau operations. Jacobs and Leven discussed the terms of this temporary engagement. These discussions principally occurred while both Jacobs and Leven were in Las Vegas working on the LVS restructuring.

10. One of the tasks that Jacobs was assigned was restructuring Macau operations for the potential of spinning the Macau assets off into a yet-to-be-formed publicly-traded subsidiary for LVS. This would serve as a financing means by which LVS could raise additional capital to recommence construction on certain existing, but delayed, projects in Macau.

11. On April 30, 2009, Leven advised that effective May 5, 2009, LVS gave Jacobs the title of "Interim President" overseeing its Macau operations. In that role, Jacobs reported directly to Leven in his capacity as COO of LVS. Leven was the operational boss over all of LVS's assets.

12. Leven began negotiating with Jacobs for a more permanent position. Through June and July of 2009, Leven and Jacobs exchanged drafts of what became known as the "Term Sheet" which would become Jacobs' employment agreement.[13] Many of those negotiations occurred between Jacobs and Leven at LVS's headquarters in Nevada.

13. These negotiations also involved the exchange of correspondence and telephone communications into, and out of, Nevada.

14. In emails in late June and July 2009, LVS executives and Jacobs had multiple communications concerning the terms and conditions of his employment.

15. By late July 2009, Jacobs indicated that if they could not come to an agreement as to his full-time position, he needed to make commitments for his family back in Atlanta,

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[13] The "Term Sheet" was an exhibit to LVS's 10Q for the quarter ending March 31, 2010.

Georgia. Jacobs was in and out of Macau on only a temporary basis, and Jacobs indicated that he would not be moving his family unless he and LVS came to an agreement.

16. On or about August 2, 2009, Leven emailed Robert Goldstein ("Goldstein"), copying Charles Forman – one of the members of LVS's compensation committee – explaining that tomorrow would be the "last chance" to try and close out the terms and conditions of Jacobs' employment with Adelson. If they could not do so, Leven indicated that they would have to do a nine-month deal with Jacobs so as to get through a planned initial public offering ("IPO") for the spinoff of LVS's Macau operations.

17. The next day, August 3, 2009, Leven testified Adelson and he expressly approved the "Terms and Conditions" of Jacobs' employment. Although Adelson claims he does not remember doing so, Leven confirmed that Adelson approved those terms and conditions in Nevada pursuant to his role as Chairman and CEO of LVS. Leven negotiated and signed the deal in Nevada pursuant to his role as LVS's COO. Adelson claims that he did not consider the Term Sheet to be binding.

18. Pursuant to the Term Sheet, LVS agreed to employ Jacobs as the "President and CEO Macau, listed company (ListCo)." The subsidiary, which would serve as the vehicle for the IPO, had not yet been determined. LVS agreed to pay Jacobs a base salary of $1.3 Million, with a 50% bonus. It also awarded Jacobs 500,000 options in LVS. Of the 500,000 options, 250,000 options were to vest on January 1, 2010, 125,000 were to vest on January 1, 2011, and 125, 000 were to vest on January 1, 2012. LVS agreed to pay a housing allowance and Jacobs was entitled to participate "in any established plan(s) for senior executives."

19. The Term Sheet incorporated the standard "for cause" termination language of other LVS employment agreements. In the event Jacobs terminated not for cause, the Term Sheet

provided a "1 year severance, accelerated vest [of the options], and the Right to exercise [the options] for 1 year post termination."

20. Leven signed the Term Sheet on or about August 3, 2009, and had his assistant, Patty Murray, email it to Jacobs.

21. Prior to the formation of SCL, the proposed entity was referred to in certain documents as "Listco".

22. SCL is a corporation organized under the law of the Cayman Islands. SCL was formed as a legal entity on or about July 15, 2009.

23. Adelson named himself as Chairman of the Board prior to the identification of other board members. An initial board was formed which dealt solely with governance issues.

24. SCL became the vehicle through which LVS would ultimately spin off its Macau assets as part of the IPO process.

25. SCL went public on the Hong Kong Stock Exchange ("HKSE") through an IPO on November 30, 2009.

26. LVS owns approximately 70% of SCL's stock and includes SCL as part of its consolidated filings with the US Securities and Exchange Commission.

27. SCL is the indirect owner and operator of the majority of LVS's Macau operations.

28. SCL includes the Sands Macau, The Venetian Macau, Four Seasons Macau, and other ancillary operations that support these properties.

29. SCL is a holding company.

30. SCL has no employees.[14]

31. One of SCL's primary assets is VML. VML is the holder of a subconcession authorized by the Macau Government that allows it to operate casinos and gaming areas in Macau.

32. Prior to the Fall of 2009, decisions related to the operations of the Macau entities were made by Adelson and Leven.

33. Neither SCL nor any of its subsidiaries has any bank accounts or owns any property in Nevada.

34. SCL has separate bank accounts from LVS.

35. SCL does not conduct any gaming operations in Nevada, nor does it derive any revenue from operations in Nevada. All of the revenues that SCL annually reports in its public filings derive from operations in Macau.

36. SCL has never owned, controlled, or operated any business in Nevada. SCL has a non-competition agreement with LVS.

37. It was not uncommon for the executives of subsidiaries that LVS controlled to fulfill that role pursuant to an employment agreement with the parent, LVS. When it was determined that Leven would become the interim CEO for SCL, he did so pursuant to an employment agreement with LVS. As interim CEO for SCL, Leven had no employment agreement with SCL and fulfilled that role as an LVS employee.[15]

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[14] Conflicting evidence on this point was presented throughout the evidentiary hearing. Counsel confirmed during closing that SCL had no direct employees and the reference to employees related to VML.

[15] Adelson is now the CEO of SCL and serves in that capacity pursuant to an employment agreement with LVS. Adelson has no separate employment agreement with SCL. The interim

38. In having its leading executives serve in those roles pursuant to employment agreements with LVS and delegating tasks to LVS employees in Nevada, SCL reasonably would foresee that it would be subject to suit in Nevada over any dispute concerning the services of its executives.

39. Leven testified, that upon the closing of the IPO, Jacobs' employment pursuant to the Term Sheet was transferred to SCL and assumed by it. As Leven testified, the obligations under the Term Sheet were assumed by SCL in conjunction with the closing of the IPO. The assignment and assumption of the Term Sheet from LVS to SCL does not appear to have been documented in any formal fashion. However, as Leven acknowledged, SCL and its Board understood that Jacobs was serving as CEO pursuant to the terms and conditions of the Term Sheet that had been negotiated and approved in Nevada with the Nevada parent.

40. Jacobs' duties as SCL's CEO provided under the Term Sheet required frequent trips to Las Vegas, Nevada and involved countless emails and phone calls into the forum. Jacobs frequently conducted internal operations and business with third parties while physically present in Nevada.

41. While SCL had its own Board of Directors, kept minutes of the meetings of its Board and Board Committees, and maintained its own separate and independent corporate records, direction came from LVS.

42. At the time of its IPO, the SCL Board consisted of (1) three Independent Non-Executive Directors (Ian Bruce, Yun Chiang and David Turnbull[16]), all of whom resided in Hong

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COO of SCL is Goldstein. Goldstein acknowledged that he serves as SCL's COO pursuant to his employment agreement with the Nevada parent company, LVS.

[16] During his testimony at the evidentiary hearing, when questioned about board member Turnbull, Adelson stated, "not for long". It is this type of control of SCL, that leads the Court to

Kong; (2) two Executive Directors (Jacobs, who was SCL's Chief Executive Officer and President, and Stephen Weaver ("Weaver"), who was Chief Development Officer), both of whom were based in Macau; and (3) the Chairman and Non-Executive Director (Adelson) and two Non-Executive Directors (Jeffrey Schwartz and Irwin Siegel ("Siegel")), who were also members of the LVS Board and who were based in the United States. Leven served as a Special Adviser to the SCL Board.

43. During the relevant period, all of the in-person SCL Board meetings were held in either Hong Kong or Macau. The Board did not meet in Nevada. While certain board members attended board meetings remotely, the meetings were hosted in Hong Kong.

44. SCL listed Macau in its public filings as its principal place of business and head office. It also had an office in Hong Kong. SCL never described Nevada as its principal place of business and, prior to Jacobs termination, never had an office in Nevada.[17]

45. Prior to Jacobs termination, senior management of SCL: Jacobs, Weaver, the Chief Financial Officer (Toh Hup Hock, also known as Ben Toh), and the General Counsel and Corporate Secretary (Luis Melo) -- were all headquartered in Macau.

46. Although SCL insists that everything changed in terms of corporate control after the closing of the IPO – with Leven going so far as to claim that before the IPO he was the boss, and after the IPO he ceased being the boss – the evidence indicates otherwise.

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believe that the activities of Adelson in Las Vegas as Chairman of SCL are significant for determination of specific jurisdiction.

[17] Leven's business card as Special Adviser to SCL indicated his address was a Las Vegas address. Following Jacobs termination, Leven became interim CEO of SCL. He retained his office location in Las Vegas and all contact information at LVS during the entire duration of his term as Interim CEO.

47. This was not an ordinary parent/subsidiary relationship. On paper, neither Adelson nor Leven were supposed to be serving as "management" of SCL. Adelson's role was that of SCL's Board Chairman. Leven's role was, on paper, supposed to be that of "special advisor" to the SCL Board.

48. Internal emails and communications confirmed that Adelson's and Leven's roles of management largely continued unchanged after the IPO. Even SCL's other Board members internally referred to Leven as constituting SCL's "management." As Leven would confirm in one internal candid email, one of Jacobs' supposed problems is that he actually "thought" he was the CEO of SCL, when in fact, Adelson was filling that role just as he had before the IPO. Other internal communications confirm that Jacobs was criticized for attempting to run SCL independently because for LVS, "it doesn't work that way."

49. As Ron Reese ("Reese") (LVS's VP of public relations) would acknowledge, one of the supposed problems with Jacobs was that he thought he was the real CEO of SCL when in fact there is, and only has been, one CEO of the entire organization, and that is, and always has been, Adelson.

50. After the IPO, Adelson, Leven, and LVS continued to dictate large and small-scale decisions.

51. As internal documents show, even compensation for senior executives, including Jacobs, were ultimately dictated by Adelson.

52. Even though disagreements with Adelson had begun to surface, Jacobs was awarded 2,500,000 options in SCL on May 10, 2010 "in recognition of his contribution and to encourage continuing dedication." These options were granted by SCL under a Share Option Grant as one of the plans to which Jacobs was eligible. Consistent with its ultimate control and

direction, it was up to Leven and Adelson to approve the 2.5 million SCL options for Jacobs in SCL, which they did on May 4, 2010.

53. Jacobs was entitled to participate in any company "plans" that were available for senior executives. This included any stock option plans. If the IPO had not occurred, Jacobs would have participated in the LVS stock option plan. However, Leven explained that since the IPO was successful and Jacobs was overseeing the Macau operations, Section 7 of the Term Sheet was fulfilled by Jacobs' participation in the stock option plan for SCL. According to Leven, Jacobs participated in the SCL option plan because SCL had assumed the obligations to fulfill the terms of Jacobs' employment under the Term Sheet.

54. On or about July 7, 2010, when Jacobs was still SCL's CEO, Toh Hup Hock, in his capacity as SCL's CFO, sent Jacobs a letter from Macau regarding the stock option grant[18] that the Remuneration Committee of the SCL Board made to Jacobs.

55. The Option Terms and Conditions provided to Jacobs stated that the stock option agreement would be governed by Hong Kong law.

56. The stock option award to Jacobs of 2.5 million options in SCL are tied to and intertwined with the terms and conditions of the Term Sheet that the parties negotiated and agreed to in Nevada.

57. As Leven confirmed, the vesting of those 2.5 million options in SCL were expressly accelerated under the terms of the Term Sheet should Adelson and/or his wife lose control of LVS or should Jacobs be terminated without proper cause. SCL reasonably foresaw being subject to suit in Nevada having awarded Jacobs 2.5 million in stock options where the vesting was controlled by the Term Sheet with LVS and that SCL, according to Leven, assumed.

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[18] There is conflicting evidence as to whether Jacobs could elect stock options in LVS rather than in SCL.

58. Prior to the IPO, on November 8, 2009, LVS entered into a Shared Services Agreement with SCL through which LVS agreed to provide certain services and products to SCL.

59. LVS and SCL entered into a Shared Services Agreement pursuant to which each company agreed to provide the other with certain services at competitive rates. The services performed related to compensation and continued employment do not appear to fall within the scope of that agreement.

60. The Shared Services Agreement was signed by Jacobs, and was disclosed in SCL's IPO documents.

61. The services to be provided under the Shared Services Agreement are defined as Scheduled Products and Services. The agreement defines those as:

> . . . any product or service set out in the Schedule hereto the same as may from time to time be amended by written agreement between the Parties and subject to compliance with the requirement of the Listing Rules applicable to any amendment of this Agreement.

62. The Schedule attached to the Shared Services Agreement provided the following types of services were available to be shared (excerpted are relevant portions) and identified the method of compensation for those services:

Service/Product	Provider	Recipient	Pricing	Payment Terms	2009 US$$	2010 US$$	2011 US$$
Certain administrative and logistics services such as legal and regulatory services, back office accounting and handling of telephone calls relating to hotel reservations, tax and internal audit services, limited treasury functions	Members of Parent Group	Members of Listco Group	Actual costs incurred in providing services calculated as the estimated salary and benefits for the employees of the Parent Group and the hours	Invoice to be provided, together with documentary support, no earlier than the date incurred and to be paid in the absence of dispute within 45 days of receipt of invoice, or in the event of	4.7 million	5.0 million	8.3 million

and accounting and compliance services.			worked by such employees providing such services to the Listco Group	dispute, within 30 days of resolution of dispute.			
Certain administrative and logistics services such as legal and regulatory services, back office accounting and handling of telephone calls relating to hotel reservations, tax and internal audit services, limited treasury functions and accounting and compliance services.	Members of Listco Group	Members of Parent Group	Actual costs incurred in providing services calculated as the estimated salary and benefits for the employees of the Listco Group and the hours worked by such employees providing such services to the Parent Group	Invoice to be provided, together with documentary support, no earlier than the date incurred and to be paid in the absence of dispute within 45 days of receipt of invoice, or in the event of dispute, within 30 days of resolution of dispute.	3.0 million	3.0 million	3.0 million

63. Shared services agreements are a common method by which affiliated companies achieve economies of scale.

64. Here, although SCL asserts that all of the services provided by LVS employees were rendered for SCL pursuant to the Shared Services Agreement, there is no evidence that the parties' observed any formalities,[19] which would permit the Court to determine which, if any, services were provided pursuant to the Shared Services Agreement.[20]

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[19] SCL 00193427, a redacted email dated February 10, 2010, evidences the adoption of a procedure for payment of vendor expenses for certain Parcel 5/6 construction related vendors from Macau. The email anecdotally indicates the invoices would be sent to Macau with a copy to Las Vegas, reviewed in Las Vegas, approved for payment in Las Vegas, and then sent to Macau for payment. This policy was apparently adopted after the threshold for intercompany billings in the SCL IPO was exceeded. SCL00199830.

65. SCL advised HKSE that implementation agreements would be used in conjunction with the Shared Services Agreement.[21]

66. When questioned during the evidentiary hearing about the mechanism for requesting or paying for service under the Shared Services Agreement, Adelson was unable to provide any evidence of the processes used to obtain services under that agreement.[22]

67. The facts and circumstances giving rise to Jacobs' ultimate termination were directed and controlled from Las Vegas. Despite internal praise from the Board members of

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[20] SCL00171443, redacted minutes of VML Compliance Committee dated February 22, 2010, reflect that because of the Shared Services Agreement a tracking system had been established to record the execution of each individual agreement and that individual implementation agreements would have to be drawn up for each service category. The Court has been unable to locate any further references in the evidence admitted at the hearing regarding the actual implementation and utilization of services pursuant to the Shared Services Agreement.

[21] The letter states in pertinent part:

> It is envisaged that from time to time, and as required, an implementation agreement for a particular type of product or service will be entered into between LVS Group and members of the Group under which the LVS Group provides the relevant products or services to the group or *vice versa*. Each implementation agreement shall set out the details of the material terms and conditions which shall include:
> a) the relevant Scheduled Products and Services to be provided;
> * * *
> c) the time(s) at which, or duration during which, the relevant Scheduled Products and Services are to be provided;
> d) the pricing for the Scheduled Products and Services to be provided, determined in accordance with the provisions of the Shared Services Agreement; and,
> e) payment terms (including where applicable, terms providing for deducting or withholding taxes).

SCL00106303.

[22] The Court reviewed the redacted documents contained in Exhibit 887A to determine if there was any support for SCL's position that the Shared Services Agreement was the method by which LVS employees were utilized by SCL rather than the agency analysis performed by the Court.

SCL (except Adelson) for Jacobs, Leven claims that in June of 2009 he had had enough of Jacobs and wanted him fired. Adelson and Leven began undertaking what one email labeled as the "exorcism strategy" to terminate Jacobs. The actions to effectuate Jacobs' termination were carried out from Las Vegas,[23] including the ultimate decision to terminate Jacobs, the creation of fictitious SCL stationary to draft a termination notice, the preparation of press-releases regarding Jacobs' termination, and the handling of legal leg-work to effectuate the termination.

68. According to Adelson and Leven, they were acting on behalf of SCL in Nevada when undertaking these activities, and they were doing so with SCL's knowledge and consent. They coordinated with legal and non-legal personnel – including Gayle Hyman (LVS's general counsel) and Reese – in LVS to carry out the plan to terminate Jacobs. Other LVS personnel were involved and acted in Nevada, including under the Shared Services Agreement between SCL and LVS.

69. Adelson and Leven made the determination to terminate Jacobs subject to approval of the SCL board at the next scheduled meeting.

70. From Nevada, Leven and Adelson informed the SCL Board of Adelson's decision to terminate Jacobs after the decision was already made. An emergency telephone conference was held regarding the termination of Jacobs and to have the SCL Board ratify the decision.

71. Jacobs was not and is not a resident of Nevada. When he served as SCL's CEO, he was headquartered in Macau and lived in Hong Kong.

72. Subsequently, Leven, Kenneth Kay (LVS's CFO), Siegel, Hyman, Daniel Briggs (LVS's VP of investor relations), Reese, Brian Nagel (LVS's chief of security), Patrick Dumont (LVS's VP of corporate strategy), and Rom Hendler (LVS's VP of strategic marketing) – left Las

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[23] This effort was described by Leven as an effort to "put ducks in a row".

Vegas and went to Macau to effectuate Jacobs' termination. Before they even left Las Vegas, Jacobs' fate had been determined.

73. On July 23, 2010, Leven met with Jacobs in Macau. At that meeting, Leven advised Jacobs he was terminated. Jacobs was given the option of resigning, which he refused. Jacobs inquired whether the termination was "for cause" and Leven responded that he was "not sure," but he indicated that the Term Sheet would not be honored.

74. Jacobs was SCL's CEO until he was terminated on or about July 23, 2010.

75. When Jacobs was terminated, he was in Macau.

76. Adelson named Leven Acting CEO and an Executive Director subject to approval of the SCL board at the next scheduled meeting and pending the appointment of a permanent replacement.

77. The SCL Board approved the termination and Leven's interim appointment.

78. The SCL Board appointed two new officers to serve as SCL's President and Chief Operating Officer (Edward M. Tracy) and Executive Vice President and Chief Casino Officer (David R. Sisk); both based in Macau. At the same time, Siegel, was appointed the Chairman of two newly formed committees (the Transitional Advisory Committee and the CEO Search Committee) and spent the majority of his time in Macau to carry out his duties.

79. After Jacobs' termination, Adelson and LVS began crafting a letter outlining Jacobs' supposed offenses for his "for cause" termination. The participants in this endeavor were Adelson himself, Leven and perhaps, Siegel. These actions were again carried out and coordinated in Nevada.

80. A number of the alleged 12 reasons for Jacobs' termination involve actions Jacobs carried out representing SCL while in Nevada.

81. After Jacobs was terminated, Leven replaced Jacobs as CEO of SCL. Leven did not enter into any employment agreement with SCL. He served in that capacity under the employment agreement that he had with LVS. While in Las Vegas, Leven served as the acting SCL CEO from his LVS headquarters in Las Vegas. SCL authorized and approved of Leven serving as its CEO from Las Vegas. As CEO, Leven was responsible for SCL's day-to-day operations.

82. After becoming Acting CEO, Leven, on documents with a Las Vegas Sands Corp. heading, issued an "Approval and Authorization Policy" for the Operations of "Sands China Limited."

83. Here, there is no evidence that the Shared Services Agreement was the basis for the activities of Leven, Adelson, Hyman, Reese, and Foreman.

84. SCL's activities through LVS employees in Nevada are substantial, have been continuous since the IPO, and are systematic.

85. In October 2010, the SCL Board had the same composition, except that the two Executive Directors were Toh Hup Hock, SCL's CFO (who had previously replaced Weaver as an Executive Director) and Leven. Toh Hup Hock resided in Macau; Leven continued to be based in Las Vegas, but traveled to Macau as necessary.

86. Jacobs filed his initial Complaint against SCL and LVS on October 20, 2010.

87. On October 27, 2010, Leven was personally served with a copy of the Summons and Complaint while acting as SCL's CEO and physically present in Nevada.

88. Reese, an LVS employee, began a public relations campaign regarding Jacobs' lawsuit on behalf of LVS and SCL from Nevada.

89. On March 15, 2011, Adelson, through Reese, issued a statement to a reporter for the Wall Street Journal that Jacobs' alleges to be defamatory. The statement is as follows:

> "While I have largely stayed silent on the matter to this point, the recycling of his allegations must be addressed," he said "We have a substantial list of reasons why Steve Jacobs was fired for cause and interestingly he has not refuted a single one of them. Instead, he has attempted to explain his termination by using outright lies and fabrications which seem to have their origins in delusion."

90. Adelson acknowledges that he made this statement on behalf of himself, LVS, and SCL. SCL published a statement to the media from Nevada that gives rise to the claim for defamation.

91. Based upon the evidence, Adelson's statement can be attributed to SCL because it claims that it is responsible for Jacobs' termination. The statement was made and issued in Nevada. If proven defamatory, this would be an additional basis for jurisdiction in Nevada.

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

III.
CONCLUSIONS OF LAW

93. The Court is faced with allegations of general jurisdiction, specific jurisdiction and transitory jurisdiction over SCL.[24]

A. GENERAL JURISDICTION

94. The Court has to evaluate the contacts by SCL and make determinations as to whether SCL is at home in Nevada for the general jurisdiction analysis. Little guidance has been provided to the Court to assist in the determination of the appropriate factors to consider in determining whether SCL is at home in Nevada.

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[24] The Court has made separate findings and conclusions on each type of jurisdiction alleged by Jacobs to enable the parties to seek a more full appellate review if they choose.

95. General or "all-purpose" jurisdiction gives a court the power "to hear any and all claims against" a defendant "regardless of where the claim arose." Goodyear Dunlop Tires Operations, S.A. v. Brown, 131 S.Ct. 2846, 2851 (2011).

96. A court has general jurisdiction over a foreign corporation only if it is "essentially at home" in the forum. *See id.*; 134 S.Ct. at 758 n.11.

97. "'A court may exercise general jurisdiction over a foreign company when its contacts with the forum state are so continuous and systematic as to render [it] essentially at home in the forum State.'" 328 P.3d at 1156-57.

98. "Typically, a corporation is 'at home' only where it is incorporated or has its principal place of business." 328 P.3d at 1158.

99. The Supreme Court in Daimler AG did not rule out that "a corporation's operations in a forum other than its formal place of incorporation or principal place of business may be so substantial and of such a nature as to render the corporation at home in that State." 134 S. Ct. at 761 n.19.

100. "The test for general jurisdiction, depends on an analysis of the Due Process Clause and its requirement that a foreign corporation's "continuous ***corporate operations*** within a state [be] so substantial and of such a nature as to justify suit against it on causes of action arising from dealings entirely distinct from those activities." 134 S.Ct. at 754.

101. In Daimler AG, the U.S. Supreme Court held that corporations may be sued under a general jurisdiction theory if their affiliations with the forum are so "'continuous and systematic as to render them essentially at home in the forum State.'" 134 S.Ct. at 754.

102. Here, SCL has designated Macau as its principal place of business. All of SCL's holdings are located in Macau. SCL's executive officers, including Jacobs, were based in Macau until July 2010 when Jacobs was terminated.

103. The SCL Board, which included three independent directors who reside in Hong Kong, met in either Macau or Hong Kong.

104. SCL is not incorporated in Nevada and does not hold its board meetings in Nevada.

105. While a significant amount of direction over the activities of SCL comes from its Chairman in Las Vegas, as well as others employed with LVS, for purposes of general jurisdiction these pervasive contacts appear to be irrelevant following Daimler.[25]

106. The Nevada Supreme Court, after Daimler, has indicated that an agency theory of general jurisdiction is still viable. In Viega, the Court cited a California case that found that the agency theory "supports a finding of general jurisdiction" and noted that "the [United States] Supreme Court has recognized that agency *typically* is *more useful* to a specific jurisdiction analysis." 328 P.3d at 1163 n.3 The Court did not indicate that the agency theory of general jurisdiction is no longer available.[26]

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[25] At the time of the Court's original decision denying the motion to dismiss, Daimler had not been decided. This has resulted in a substantial change in the evaluation of jurisdiction over foreign companies. While the Court recognizes that there are pervasive contacts, these contacts alone are insufficient to exercise general jurisdiction over a foreign company.

[26] In trying to reconcile the concepts of alter ego and agency for general jurisdictional inquiries, the Nevada Supreme Court wrote:

> But corporate entities are presumed separate, and thus the mere "existence of a relationship between a parent company and its subsidiaries is not sufficient to establish personal jurisdiction over the on the basis of the subsidiaries minimum contacts with the forum. . . . Unlike with the alter-ego theory, the corporate identity of the parent company

107. SCL made extensive use of agents -- employees of LVS -- in conducting its business. Under Viega, the analysis of the contacts and actual activities of these agents are relevant both for an evaluation of whether general jurisdiction is appropriate and, if not, whether specific jurisdiction over SCL is appropriate.

108. Jacobs' operative Third Amended Complaint asserts causes of action against SCL for Breach of Contract; Aiding and Abetting Tortious Discharge in Violation of Public Policy; Civil Conspiracy related to Tortious Discharge in Violation of Public Policy; and Defamation.[27]

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is preserved under the agency theory; the parent nevertheless" is held for the acts of the [subsidiary] agent" because the subsidiary was acting on the parent's behalf.

328 P.3d at 1157 (internal citations omitted).

[27] The jurisdictional allegations related to SCL in the Third Amended Complaint are:

3. Defendant Sands China Ltd. ("Sands China") is a Cayman Islands corporation and is 70% owned by LVSC. Sands China is publicly traded on the Hong Kong Stock Exchange. While Sands China publicly holds itself out as being headquartered in Macau, its true headquarters are in Las Vegas, where all principle decisions are made and direction is given by executives acting for Sands China.

* * *

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

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

8. Venue is proper in this Court pursuant to NRS 13.010 *et seq.* because the material events giving rise to the claims asserted herein occurred in Clark County, Nevada.

* * *

38. In or about July 2010, Adelson directed executives from LVSC in Las Vegas, Nevada to begin the process of terminating Jacobs. This process which would be referred to as the "exorcism strategy," was planned and carried out from Las Vegas and included (1) the creation of fictitious Sands China letterhead upon which a notice of termination was prepared, (2) preparation of the draft press releases with which to publicly announce the termination, and (3) the handling of all legal-related matters for the termination. Again, all of these events took place in Las Vegas, ostensibly by agents acting for both LVSC and Sands China.

39. Indeed it was LVSC in-house attorneys, claiming to be acting on behalf of Sands China, who informed the Sands China Board on or about July 21, 2010, about Adelson's decision to

The location of activities related to these allegations is important to the Court's analysis of jurisdiction.

109. LVS operates SCL the same way as it operated its Macau operations before the IPO. Despite the appointment of a Board, any change in the location of ultimate decision-making authority, direction, or control was not material after the IPO.

110. Here, Adelson and LVS assert an extraordinary amount of control over SCL. The parties do not dispute that LVS is subject to general jurisdiction in Nevada, has systematic and

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terminate Jacobs, and directed the Board members to sign the corporate documents necessary to effectuate Jacobs termination. These same attorneys promised to explain the basis for the termination to the Board members during the following week's board meeting (after the termination took place). Predictably, as Adelson is all-controlling, he took action first and then decreed how the Board thereafter reacted.

40. Promptly thereafter, the team Adelson had placed in charge of overseeing the sham termination – Leven, Kenneth Kay (LVSC's CFO), Irwin Siegel (LVSC/Sands China Board member), Gayle Hyman (LVSC's general counsel), Daniel Briggs (LVSC's VP of investor relations), Ron Reese (LVSC's VP of public relations), Brian Nagel (LVSC's chief of security), Patrick Dumont (LVSC's VP of corporate strategy) and Ron Hendler (LVSC's VP of strategic marketing) – left Las Vegas and went to Macau in furtherance of the scheme.

* * *

44. Because Leven had not been able to persuade Jacobs to resign, the next play from the Adelson playbook went into effect – fabricating purported cause for the termination. Once again, this aspect of the plan was also carried out in Las Vegas by executives professing to act for both LVSC and Sands China. Indeed, this time they prepared a false letter in Las Vegas and put it on Venetian Macau, Ltd. Letterhead and identified twelve manufactured "for cause" reasons for Jacobs termination. Transparently, one of the purported reasons is an attempt to mask one of Adelson's personal transgressions: The letter absurdly claimed that Jacobs exceeded his authority and failed to keep the companies' Boards of Directors informed of important business decisions. Not surprisingly, not only are the after-the-fact excuses a fabrication, they would not constitute "cause" for Jacobs termination even if they were true, which they are not.

* * *

71. In an attempt to cover their tracks and distract from their improper activities Adelson, LVSC and Sands China have waged a public relations campaign to smear and spread lies about Jacobs. . . .

The Court has not considered these allegations as true, but weighs the evidence related to these allegations for purposes of this decision.

continuous contacts with Nevada, and is at home in Nevada. Adelson and LVS's control over SCL goes far beyond the ordinary relationship of parent to subsidiary.[28]

111. The Court refuses to adopt a test under which a company that properly obtains available services from an affiliate through a shared services agreement, without further contacts, becomes subject to jurisdiction in the affiliate's home state.

112. Even though Jacobs and others at SCL were permitted to provide recommendations, the decisions — large and small — were ultimately made by Adelson and LVS in Las Vegas.

113. The attitude of Adelson and other LVS executives towards Jacobs' efforts to maintain independent entities could be construed as a "purposeful disregard of the subsidiary's independent corporate existence." Sonora Diamond Corp. v. Superior Court, 83 Cal. App. 4th 523, 542, 99 Cal. Rptr. 2d 824, 838 (2000).

114. SCL's own operations in Nevada through agents (separate and apart from those agreed to under the Shared Services Agreement) are so substantial and of such a nature as to render it essentially at home in Nevada even though it is not incorporated in Nevada and does not have casino operations in Nevada. Jacobs and other SCL executives routinely conduct business in Nevada. All major decisions were made in Nevada on behalf of SCL, including contracts for the purchase of goods and services.

115. The activities of LVS employees – as SCL's agents outside of the Shared Services Agreement - were continuous and significant enough to render SCL "at home" in Nevada.

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[28] Based upon the limited evidence currently before it, the Court is faced with two potential conclusions: either, that SCL is so dominated by LVS and its Chairman that it's independent existence is a sham or alternatively, that the Board of SCL has made a conscious decision to allow its agents in Las Vegas significant control over SCL's operations and governance. Given the presumption of separateness, the Court finds the better course in this situation, based upon the evidence currently before it, is the latter conclusion.

116. Jacobs argues that LVS exercised control over SCL from Las Vegas. While the separate corporate identities of LVS and SCL cannot be ignored, the actions of those on behalf of SCL in Nevada are important to the jurisdictional analysis.

117. The evidence demonstrates that Adelson, in his capacity as SCL's Chairman, and Leven, as Acting CEO, controlled SCL from Las Vegas. Both were in Las Vegas transacting business for SCL with the knowledge and apparent consent of the Board of SCL. While Leven was special advisor and acting CEO, his SCL business cards showed Nevada as his contact location for SCL. The same was true of Mr. Adelson.

118. In Daimler AG, the Court explained that the general jurisdiction test the Due Process Clause requires—which limits all-purpose jurisdiction to the forums where the corporation is "at home"—raises a simple question that can be "resolved expeditiously at the outset of the litigation" without the need for "much in the way of discovery." 134 S.Ct. at 762 n.20. The complicated and intensely fact-specific arguments demonstrate the uniqueness of this case.

119. This is the "exceptional case" where "a corporation's operations in a forum other than its formal place of incorporation or principal place of business [are] so substantial and of such a nature as to render the corporation at home in that State." 134 S.Ct. at 761 n.19. In deciding whether this test is met, the "inquiry does not 'focu[s] solely on the magnitude of the defendant's in-state contacts.'" *Id.* at 762 n.20. "General jurisdiction instead calls for an appraisal of a corporation's activities in their entirety, nationwide and worldwide." *Id.*

120. Taken alone SCL's purchases of goods and services from entities headquartered in Nevada, including LVS, for use in Macau do not provide a basis for concluding that SCL was "at home" in Nevada.

121. SCL had the right to control how LVS employees performed the services on SCL's behalf; the Board apparently did not exercise that right to control, but deferred to the Chairman and Special Adviser.

122. The actions LVS employees undertook in Nevada as SCL's agent, when compared to SCL's activities in their entirety, were "so substantial and of such a nature" that SCL should be deemed to be "at home" in Nevada.

123. Based upon the governing law, and all of the evidence presented in the record, the Court finds that based upon the conduct of LVS acting as SCL's agent, SCL is subject to general jurisdiction in Nevada. The evidence is sufficient to support this finding by a preponderance of the evidence without considering the adverse evidentiary inference imposed by the Court's March 6, 2015 Order.

124. The activities of LVS employees – as SCL agents outside of the Shared Services Agreement – were continuous and significant enough to render SCL "at home" in Nevada.

125. A review of Exhibit 887A and the adverse inference imposed by the Court's March 6, 2015 Order, the Court finds that SCL has failed to rebut the inference that each of the documents improperly redacted[29] under the MDPA contradict SCL's denials of personal

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[29] The redactions made to the documents – eliminating all names and other identifying information about identities – casts doubt as to fairness and thoroughness of the entire search, vetting and production process. Because many of the search terms were in fact names, the veracity and completeness of the search cannot be tested against the documents that were flagged for production as SCL has made it impossible for Jacobs to know the identity of any of the names in the redacted documents. Thus, because several of the search terms are in fact names of people, the search terms themselves are redacted. Such a process is ripe for abuse and fails to meet the standards of fairness for discovery in a Nevada court. Because in many instances the actual search terms are redacted, Jacobs cannot himself even run searches against the redacted documents. Adelson himself confirmed that redacted documents are effectively useless in terms of evidentiary value, particularly emails since those contain the identity of the sender, recipient and other names, all of which SCL has redacted and made inaccessible.

jurisdiction and support Jacobs' assertion of personal jurisdiction over SCL.[30] These inferences simply provide additional evidentiary support for the Court's conclusions.

B. SPECIFIC JURISDICTION

126. A court will find a defendant subject to specific jurisdiction where:

> (1) the defendant purposefully avails himself of the privilege of serving the market in the forum or of enjoying the protection of the laws of the forum, or where the defendant purposefully establishes contacts with the forum state and affirmatively directs conduct toward the forum state, and (2) the cause of action arises from that purposeful contact with the forum or conduct targeting the forum.

Arbella Mut. Ins. Co., 122 Nev. 509, 513, 134 P.3d 710, 712-13 (2006).

127. "[A] plaintiff may establish personal jurisdiction over a nonresident defendant "by attributing the contacts of the defendant's agent with the forum to the defendant". 109 Nev. at 694.

128. "Corporate entities are presumed separate. And thus, indicia of mere ownership are not alone sufficient to subject a parent company to jurisdiction based upon its subsidiary's contacts." 328 P.3d at 1158.

129. "[T]he control at issue must not only be of a degree 'more pervasive than . . . . common features' of ownership, '[i]t must veer into management by the exercise of control over the internal affairs of the subsidiary and the determination of how the company will be operated on a day-to-day basis,' such that the parent has 'moved beyond the establishment of general

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[30] Exhibit 887A contains the remaining redacted documents for which replacement copies have not been produced. A review of those documents demonstrates that the activities of SCL and LVS were assisted by use of a Macau shared drive, "the M drive", hosted in Las Vegas. While the degree of redactions prevents the Court from identifying the individuals involved in the discussions, (SCL00182755) the existence of that shared drive is additional evidence of the level of activity in Nevada and control of its agent that SCL could, if it chose, exercise.

policy and direction for the subsidiary and in effect taken over performance of the subsidiary's day-to-day operations in carrying out that policy." 328 P.3d at 1159.

130. Specific jurisdiction is proper only "where the cause of action arises from the defendant's contacts with the forum." Dogra v. Liles, 129 Nev. Adv. Rep. 100, 314 P.3d 952, 955 (2013). "Nevada may exercise specific jurisdiction over a nonresident defendant if the defendant 'purposefully avails' himself or herself of the protections of Nevada's laws, or purposefully directs her conduct towards Nevada, and the plaintiff's claim actually arises out from that purposeful conduct." *Id.*

131. Where "separate claims are pled, specific personal jurisdiction must independently exist for each claim and the existence of personal jurisdiction for one claim will not provide the basis for another claim." Wright & Miller, 5B Fed. Prac. & Proc. Civ. § 1351, at 46 n.30. Jacobs has met his burden of showing specific jurisdiction with respect to each of his claims against SCL.

Breach of Contract

132. Jacobs claims that he performed the services of SCL's CEO pursuant to an employment agreement with the parent, LVS. Evidence adduced at the evidentiary hearing appears to support a claim that the Term Sheet was later assigned and assumed by SCL as part of the IPO. The assignment and assumption of a contract from a Nevada company subjects SCL to jurisdiction for a dispute stemming from that contract and the services provided under it. Since Jacobs would be subject to suit in Nevada pursuant to that agreement, SCL is similarly subject to suit in Nevada by having assumed the obligations that flow from that agreement.

133. Newly-formed legal entities are subject to personal jurisdiction in the forum where the entity's promoter enters into contracts, which the legal entity later ratifies and accepts.

134. The fact that the Term Sheet was negotiated and agreed to in Nevada would further subject SCL to personal jurisdiction due to the conduct of SCL's incorporator, LVS.

135. In Burger King Corp. v. Rudzewicz, 471 U.S. 462, 479, 105 S. Ct. 2174, 2185, (1985) the U.S. Supreme Court emphasized the "need for a highly realistic approach that recognizes that a contract is ordinarily but an intermediate step serving to tie up prior business negotiations with future consequences which themselves are the real object of the business transaction." 471 U.S. at 479. "It is these factors—prior negotiations and contemplated future consequences, along with the terms of the contract and the parties' actual course of dealing—that must be evaluated in determining whether the defendant purposefully established minimum contacts within the forum. "*Id.*

136. Here, all of these factors demonstrate that there is specific jurisdiction over Jacobs's breach of contract claim. The negotiations, consequences, terms, and parties' course of dealing arising from the option grant are all primarily connected to Nevada. The facts related to the termination are intimately related to the breach of the option grant.

137. A nonresident company may subject itself to jurisdiction by accepting the benefits of an employment agreement.

138. The use of correspondence and telephone calls to forum-based offices during contract negotiations are examples of the sort of contact that can give rise to jurisdiction.

139. Jacobs has sued SCL for failure to honor the award of options to him, a claim that grows directly out of his services provided to SCL pursuant to the Term Sheet with LVS. SCL purposefully availed itself of the laws of Nevada by accepting the services of Jacobs' pursuant to the Nevada-based Term Sheet. When accepting the benefits that Jacobs was providing pursuant

to a Nevada contract, SCL could reasonably foresee being hailed into a Nevada court should a dispute arise related to terms of his employment under the Nevada contract.

140. The Share Option Agreement was offered to Jacobs for the services he provided to SCL pursuant to the Term Sheet.

141. The Share Option Grant and the Term Sheet are intertwined and interrelated. The Share Option Grant was made in fulfillment of the terms and conditions of the Term Sheet.

142. Adelson, Leven, and other LVS executives participated in the decision to extend the Share Option Grant. This process involved a number of emails and calls to and from Nevada to resolve the terms of the options and SCL's executive stock option plan.

143. Jacobs alleges that the decision to breach the Share Option Grant was made by Adelson and LVS executives from Nevada. Jacobs' breach of contract cause of action arises from this action within the forum.

144. The parties' disputes as to whether Jacobs engaged in certain activities outside of Nevada, and whether he then reported those activities to the Chairman in Nevada – disputes that also go to the merits of the case – affect the basic conclusion that Jacobs claim arose in Nevada.

145. The acts of employees of LVS, as agent of SCL, related to compensation and termination of Jacobs and SCL's assumption of the Nevada negotiated Term Sheet support the conclusion that specific jurisdiction is appropriate over the breach of contract claim.

146. Where the Court has personal jurisdiction over one contract, the Court may exercise jurisdiction over intimately related contracts even though the parties are not identical.

Conspiracy and Aiding and Abetting

147. The jurisdictional analysis for aiding and abetting is similar to the jurisdictional assessment for conspiracy claims.

148. The elements of jurisdiction for either conspiracy or aiding and abetting are:

> (1) a conspiracy . . . existed;
> (2) the defendant was a member of that conspiracy;
> (3) a substantial act or substantial effect in furtherance of the conspiracy occurred in the forum state;
> (4) the defendant knew or had reason to know of the act in the forum state or that acts outside the forum state would have an effect in the forum state; and
> (5) the act in, or effect on, the forum state was a direct and foreseeable result of the conduct in furtherance of the conspiracy.

Carsanaro v. Bloodhound Techs., Inc., 65 A.3d 618, 636 (Del. Ch. 2013) .

149. Jacobs has presented sufficient evidence to show jurisdiction over SCL on his conspiracy and aiding and abetting claims.

150. While wearing their SCL "hats," Adelson and Leven formulated the strategy to terminate Jacobs. Many of their own acts, purportedly done on behalf of SCL, were undertaken within Nevada.

151. To carry out the plan, they utilized the services of LVS employees within Nevada to draft press releases, obtain the SCL Board's "approval" after the decision had been made, and handled other legal matters related to the termination so that Jacobs would not discover his looming termination.

152. These were substantial acts in furtherance of Jacobs' firing and would give rise to jurisdiction over SCL had SCL taken these acts within the forum. SCL knew of LVS's acts in the forum to complete Jacobs' termination and assented to them.

153. The acts in Nevada, and the effects felt therein, were directly foreseeable and attributable to the alleged conspiracy.

154. Jacobs' causes of action for conspiracy and aiding and abetting arise directly out of SCL's and its co-conspirators' purposeful contact with the forum and conduct targeting the forum.

155. The evidence has shown that SCL purposefully directed its conduct towards Nevada.

156. The acts of LVS and SCL related to Jacobs alleged wrongful termination support the conclusion that specific jurisdiction is appropriate over the Aiding and Abetting Tortious Discharge in Violation of Public Policy and Civil Conspiracy related to Tortious Discharge in Violation of Public Policy claims.

Defamation

157. A corporation can be liable for the defamatory statements of its executives acting within the scope of their authority.

158. Jacobs has presented sufficient evidence that Adelson's statements are attributable not only to himself, but also SCL.

159. Jacobs' cause of action arises out of Adelson's statement that he made and published in Nevada concerning Jacobs' claims in Nevada.

160. "In judging minimum contacts, a court properly focuses on 'the relationship among the defendant, the forum, and the litigation.'" Keeton v. Hustler Magazine, Inc., 465 U.S. 770, 775 (1984). "The victim of a libel, like the victim of any other tort, may choose to bring suit in any forum with which the defendant has certain minimum contacts . . . such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice." *Id.* at 780-81. The reputation of a libel victim may suffer harm outside of his or her home state. *Id.* at 777. Defamatory statements hurt the target of the statement and the readers of the statement. *Id.* at 776.

161. Specific jurisdiction over SCL on Jacobs defamation claim hinges on his assertion that Adelson was speaking not only for himself and LVS, but also for SCL, when he made the

allegedly defamatory statement. Adelson's inconsistent testimony on this issue during the evidentiary hearing provides substantial evidentiary support for Jacobs allegations.

162. The fact that Mr. Adelson's statement was published in Nevada through *The Wall Street Journal* is enough to support specific jurisdiction over SCL.

Reasonableness

163. "Whether general or specific, the exercise of personal jurisdiction must also be reasonable." Emeterio v. Clint Hurt and Associates, Inc., 114 Nev. 1031, 1036, 967 P.2d 432, 436 (1998).

164. Once the first two prongs of specific jurisdiction have been established, (purposeful availment/direction and that the cause of action arises from that purposeful contact/targeting the forum) "the forum's exercise of jurisdiction is *presumptively reasonable.* To rebut that presumption, a defendant 'must present a *compelling* case' that the exercise of jurisdiction would, in fact, be unreasonable." Roth v. Garcia Marquez, 942 F.2d 617, 625 (9th Cir. 1991).

165. Courts look at a number of factors to analyze whether exercising jurisdiction would be reasonable, including:

> (1) the burden on the defendant of defending an action in the foreign forum,
> (2) the forum state's interest in adjudicating the dispute,
> (3) the plaintiff's interest in obtaining convenient and effective relief,
> (4) the interstate judicial system's interest in obtaining the most efficient resolution of controversies, and
> (5) the shared interest of the several States in furthering fundamental substantive social policies.

967 P.2d at 436.

166. Application of these factors confirms that it is reasonable to require SCL to litigate this contract dispute in Nevada.

167. SCL will not suffer any burden defending this action in Nevada. The evidence indicates that SCL utilized LVS for substantial activities related to the issues involved in the allegations related to the merits of this matter. SCL's executives routinely travel to Nevada and conduct business in Nevada on a systematic and continuous bases. Continuing contacts with the forum indicate that litigating in Nevada do not constitute a burden. 942 F.2d at 623. "[U]nless such inconvenience is so great as to constitute a deprivation of due process, it will not overcome clear justifications for the exercise of jurisdiction." *Id.*

168. Nevada has an interest in resolving disputes over contracts and torts that center upon Nevada and relate to activities in the forum. Although a non-resident, Jacobs has an interest in obtaining convenient and effective relief. SCL cannot plausibly argue that it would be more convenient for Jacobs to litigate outside of the United States. *See id.* at 624.

169. The interstate – and global – judicial systems' interest in efficient resolution weighs in favor of exercising jurisdiction. This matter has been pending in Nevada courts for almost five years. Judicial economy would be served by continuing this litigation in Nevada. Significant time and judicial resources of the Court and the parties will have been wasted if Jacobs is required to reinstate this litigation in another forum. The social policies implicated by claims of wrongful termination in violation of public policy militate in favor of retaining jurisdiction.

170. SCL has not made a compelling case that exercising jurisdiction over it would be unreasonable.

171. While Nevada civil litigation rules are likely to impose obligations on SCL that are in tension with SCL's obligations under the foreign law of the jurisdiction where it operates,

including its obligations under the MDPA, the free flow of information that occurred between SCL and LVS prior to the litigation ameliorate that concern.

Adverse Inference

172. Without taking into consideration the adverse evidentiary inferences imposed by the Court's March 6, 2015 Order, Jacobs has established specific personal jurisdiction over each of his claims against SCL by a preponderance of the evidence.

173. If the Court were to consider the adverse evidentiary inference imposed by the Court's March 6, 2015 Order, the case for exercising specific jurisdiction is even stronger.

C. TRANSIENT JURISDICTION

174. In Burnham v. Superior Court of California, 495 U.S. 604, 619 (1990), the United States Supreme Court reaffirmed the principle that "jurisdiction based on physical presence alone constitutes due process" and that it is "fair" for a forum to exercise jurisdiction over anyone who is properly served within the state.

175. Nevada has adopted the in-state service rule for non-resident defendants. *See* NRS 14.065(2). The Nevada Supreme Court has held that "[i]t is well-settled that personal jurisdiction may be asserted over an individual who is served with process while present within the forum state." Cariaga v. Eighth Judicial Dist. Court of State, 104 Nev. 544, 762 P.2d 886, 887 (1988). It also noted that "[t]he doctrine of 'minimum contacts' evolved to extend the personal jurisdiction of state courts over non-resident defendants; it was never intended to limit the jurisdiction of state courts over persons found within the borders of the forum state." *Id.*

176. Leven was served with process while in Nevada acting as SCL's CEO and while carrying out SCL's business from the office identified on his SCL business card. Leven was not served with process during a temporary or isolated trip. To the contrary, Leven was served with

process in the state where SCL had duly authorized him to serve as CEO. Accordingly, due process is satisfied and, even if other basis for jurisdiction did not exist, this Court may exercise jurisdiction over SCL on the basis of transient jurisdiction.

177. The Nevada Supreme Court instructed this Court to consider whether there was transient jurisdiction over SCL if it concluded that there was no general jurisdiction. It is undisputed that Jacobs served his complaint on Leven, who was then SCL's Acting CEO, while he was in Nevada.

178. Serving a complaint on a senior officer of a corporation in the forum without more does not confer jurisdiction over the corporation.

179. While the U.S. Supreme Court held in Daimler AG that it violates due process to exercise general jurisdiction over a foreign corporation based solely on the fact that its agent is present and doing business on behalf of the foreign corporation in the forum, the significant business being done on behalf of SCL by Leven with SCL's knowledge and consent supports transient jurisdiction.

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

IV.

ORDER

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED: Defendant Sands China Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, or in the Alternative, Plaintiff's Failure to Join an Indispensable Party is denied.

Dated this 28th day of May, 2015.

ELIZABETH GONZALEZ
District Court Judge

Certificate of Service

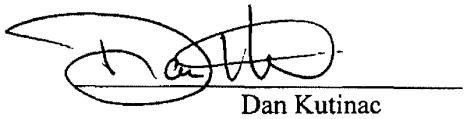
I hereby certify, that on the date filed, this Order was served on the parties identified on Wiznet's e-service list.

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

Randall Jones (Kemp Jones Coulthard)

Steve Morris (Morris Law)

James J. Pisanelli, Esq. (Pisanelli Bice)



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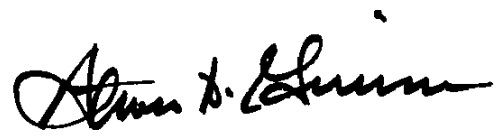

CLERK OF THE COURT

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

STEVEN JACOBS	.	
	.	
Plaintiff	.	CASE NO. A-627691
	.	
vs.	.	
	.	DEPT. NO. XI
LAS VEGAS SANDS CORP., et al.	.	
	.	**Transcript of Proceedings**
Defendants	.	

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

HEARING ON PLAINTIFF'S MOTION TO MODIFY/CORRECT DECISION AND ORDER

THURSDAY, MAY 28, 2015

APPEARANCES:

FOR THE PLAINTIFF:	TODD BICE, ESQ. JORDAN T. SMITH, ESQ.
FOR THE DEFENDANTS:	J. STEPHEN PEEK, ESQ. JON RANDALL JONES, ESQ. STEVE L. MORRIS, ESQ.
COURT RECORDER:	TRANSCRIPTION BY:
JILL HAWKINS District Court	FLORENCE HOYT Las Vegas, Nevada 89146

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

LAS VEGAS, NEVADA, THURSDAY, MAY 28, 2015, 8:46 A.M.

(Court was called to order)

THE COURT: That takes me to Jacobs versus Sands.

I have Mr. Peek on the phone, I believe.

Do we need to wait for anybody else, or have we got enough people?

MR. RANDALL JONES: We're all here.

THE COURT: First I want to apologize to counsel. There was what IT described "operator error" related to the version that was being proofread. And when I retrieved -- or was able to retrieve the prior version, I apparently missed two locations -- actually, I missed more than two locations, but the two locations you pointed out were missed as corrections. So my apologies to you for the necessity of this motion. Both of those were supposed to be changed. They were changed in the edited version, and they will be changed in what you get the end of today, as well as two additional types of changes which are stylistic kind of things.

Dulce has questions for you, though.

MR. BICE: Pardon me?

THE COURT: Dulce has questions for you. She has a list.

THE CLERK: Can I return to the plaintiff the -- remember we switched out exhibits? Can I return the original?

THE COURT: The certified copies you kept giving us

we're keeping.

MR. BICE: Oh. Yes. Whatever you want to get rid of we will take back and dispose of for you.

THE COURT: Remember when you substituted --

MR. BICE: Yes.

THE COURT: -- exhibits but we didn't give them new numbers? We are holding the original, which was the uncertified version. Do you want it back?

MR. BICE: Jordan will take those.

MR. SMITH: I'll take it back, Your Honor. Thank you.

THE COURT: We don't have them ready for you yet.

MR. BICE: Okay.

THE COURT: Yes.

MR. RANDALL JONES: Yes, Your Honor. I guess for the record we thought that the decision should stand as it is, but --

THE COURT: But I have question marks in one. It's clearly that I hadn't finished.

MR. RANDALL JONES: Well, I guess my question, then, would be is the date of the decision formally today, when it comes --

THE COURT: The date of decision will be formally today because of the amended findings that are issued today.

MR. RANDALL JONES: All right. And, Your Honor, the

only other issue that I wanted to at least speak to is there are -- we got your order on the trial setting.

THE COURT: Yes. I was going to reset your motion to dismiss, too, while we're here today as my last agenda item.

MR. RANDALL JONES: Okay. And I did want to ask about that because that -- we did want to have a hearing on that.

THE COURT: Well, I do, too. But I didn't want to pick a day without talking to you guys.

MR. RANDALL JONES: No, that's fine. I appreciate that. I just wanted to -- since we were here, I thought I'd bring that up.

THE COURT: Okay. Wait. But the trial setting order, were there any issues with it?

MR. RANDALL JONES: Well, the issue, Your Honor, is that we have obviously that motion to hear.

THE COURT: Right.

MR. RANDALL JONES: I talked to Mr. Bice about this I think it was maybe yesterday or maybe the day before, I can't recall, but about the fact that he had he thought a motion -- he was going to bring a motion to amend, a fourth motion to amend the complaint. He indicated he was at least thinking about that. And so we would want to have some -- well, we may take issue with that. That has to do with the

minimum I believe that he proposed during the hearing, which the Court said, you need to brief that if you want to do that. So if they do that, then we're going to have -- probably have motion practice with respect to that. So --

THE COURT: Absolutely.

MR. RANDALL JONES: So the pleadings will not be closed and are not closed at least as to my client as we stand here today. I understand about --

THE COURT: I've got to set a trial at least with respect to Las Vegas Sands and Mr. Adelson.

MR. RANDALL JONES: I understand that, Your Honor. My only point is that I just want to make sure it's clear to the Court, but, more importantly, I want to make sure it's clear to Mr. Bice that we certainly intend to respond to any additional motions to amend the complaint, and therefore, based on your current schedule, we've got -- right now I think we've got about two and a half months before motions in limine are set to be heard -- I'm sorry, filed, which means we've got to start --

MR. MORRIS: Late discovery.

MR. RANDALL JONES: -- doing all the discovery well before that date, presumably.

THE COURT: One would -- and this was part of what I've noted throughout the history of this case. Given the nature of the orders from the Nevada Supreme Court,

substantive discovery had not started until the issuance of my decision, which will technically be today with the amendment that's being made, since it included a substantial change related to my operator error and losing the current version of the findings of fact and conclusions of law. We've all recognized you're going to have very little time and a very compressed schedule, and Mr. Peek has -- you know, is going to be put in a difficult position of probably running multiple tracks of discovery. And I understand that, and it's the nature of the beast when I have a case that's up against a five year rule. And the only way you're going to get it done is to buckle on and get it done.

MR. RANDALL JONES: Well, that begs the question --

MR. PEEK: Your Honor, for the record, if I could. I was joined late. I don't know --

THE COURT: Good morning, Mr. Peek. How are you today?

MR. PEEK: Pardon?

THE COURT: How are you today?

MR. PEEK: I'm fine, Your Honor. But I was on hold for the longest time, and I joined I think after the hearing on the motion to amend.

THE COURT: Nobody said anything but me on the motion to amend, and I said something called "operator error." IT couldn't retrieve. Proofread version different than

version that we had, and there were two mistakes that Mr. Bice pointed out, as well as some other stylistic and spelling mistakes, as well as some citation issues that have been fixed and will be issued to you in an amended order today.

MR. PEEK: Okay. And if I could ask others to speak up a little bit, because I can't hear them.

THE COURT: Mr. Jones, you're going to have to speak up so Mr. Peek can hear you.

Mr. Jones has asked me to reschedule the motion to dismiss, and he and I are currently negotiating that.

MR. PEEK: Okay. And then I also heard something about the trial is only going to proceed against Las Vegas Sands and Mr. Adelson.

THE COURT: No, you did not hear that.

MR. PEEK: Okay, Your Honor. Thank you for making that clarification.

THE COURT: All right. Mr. Jones, we were negotiating stuff related to discovery, motion practice, and your motion to dismiss.

MR. RANDALL JONES: Yes. And just -- so I obviously understand you need to set a date. That's great. I'm here to do that, as well.

With respect to discovery, merits discovery, as opposed to my general experience in Federal Court, where motions to dismiss don't have any impact on discovery, in

State Court my experience has been somewhat --

THE COURT: Not in this department.

MR. RANDALL JONES: So that's what my question is. So that merits discovery will proceed with respect to Sands China even though my client has yet to answer the complaint? I just want to get clarification on that.

THE COURT: Discovery has been proceeding against Sands China, and the Nevada Supreme Court's order only stayed discovery against Sands China until I issued my decision.

MR. RANDALL JONES: I just -- again, I appreciate the clarification. So that answers that question. So at this point I'm happy to --

THE COURT: When do you want to do your motion to dismiss? It's fully briefed.

MR. PEEK: Your Honor, could I ask -- I'm sorry to interrupt, but I understood you to say that the discovery was only stayed as to Sands China. Are you suggesting by that remark that --

THE COURT: No, Mr. Peek, that's not what I meant.

MR. PEEK: Okay.

THE COURT: The discovery was stayed against all parties for anything other than jurisdictional discovery. The stay as to Sands China, even though they may not have answered, is now expired, because I've issued my findings under the writ.

MR. PEEK: Okay.

THE COURT: You guys are going to do what you're going to do. Hopefully you'll do discovery quickly on multiple tracks and coordinate with each other, because it's going to be difficult.

Mr. Bice is making faces, and I'm going to have to ask him about multiple tracks in a minute.

MR. BICE: No. I was just making a face at an email I have here, Your Honor.

THE COURT: Okay.

MR. RANDALL JONES: Tuesday of next week I would be -- would be fine with me, if that works for the Court.

THE COURT: Is that okay, Mr. Bice?

MR. BICE: Tuesday. Can we do it early Tuesday?

THE COURT: Would you like to come at 8:00?

MR. BICE: I would be happy to come at 8:00

THE COURT: Mr. Peek doesn't like 8:00 o'clock, but it's Sands China's motion.

MR. PEEK: Yeah. What was the date, Your Honor? I didn't hear the date from Mr. Bice.

THE COURT: The date would be June 2.

MR. PEEK: June what?

THE COURT: June 2. June 2nd.

MR. PEEK: I will be out of town. And was that date set for the motion to dismiss?

THE COURT: Yes. Sands China's motion to dismiss.

MR. PEEK: I will be in depositions in New York on your DISH matter, Your Honor, on June 2nd.

THE COURT: All right.

MR. RANDALL JONES: Well, maybe we should ask when Mr. Peek will be back, because that may --

MR. PEEK: I'm there on the 4th because Mr. Pisanelli and I have a number of motions in the Okada-Wynn matter.

THE COURT: So do you want to come on Thursday, the 4th?

MR. PEEK: That would be preferable to me, Your Honor, if that works for other parties.

THE COURT: I'm looking at Mr. Bice to make sure he's okay with it and Mr. Jones is okay with it. Mr. Jones is nodding yes.

MR. BICE: I can't be here, but I'll get somebody else to handle it.

THE COURT: Will Mr. Pisanelli be here, since he's here on Wynn-Okada?

MR. BICE: Yeah.

THE COURT: Okay. So we will do it. And you want me to start it a little earlier than Wynn-Okada, or do you want to go after?

MR. PEEK: Wynn-Okada is four hearings, Your Honor.

We have three motions plus a status check. So I would prefer that we go before. So I'm okay with 8:00 o'clock.

THE COURT: Can we ask Mr. Pisanelli or Ms. Spinelli 8:00?

Will that work for you, Mr. Morris?

MR. BICE: I'm sure we can make that work, Your Honor.

MR. MORRIS: Your Honor, I'd like to ask you to -- if you're finished with that, I'd like to ask you --

THE COURT: Is 8:00 o'clock okay next Thursday, the 4th, for you for the motion to dismiss?

MR. MORRIS: My motion to dismiss?

THE COURT: No. Mr. Jones's motion to dismiss.

MR. MORRIS: Oh. I'll stipulate to you granting that.

THE COURT: How about you come for the hearing?

MR. MORRIS: Oh. I'll come for the hearing. I'll be here that day at 8:30 for another matter in front of you that you set on an order shortening time.

THE COURT: Okay. Oh. Yes, you will. And I hope to have your competing orders done after court this morning. So 8:00 o'clock we'll see you guys. As soon as everybody's here and ready, we'll start.

MR. MORRIS: 8:00 o'clock?

THE COURT: 8:00 o'clock.

So you wanted to say something else, Mr. Morris?

MR. MORRIS: Yes, Your Honor. I'd like you to reconsider or at least rethink the trial date you have scheduled. I represent a defendant who has been brought into this case only three months ago, and we are faced with -- confronting discovery and the completion of it, a good deal of which is going to I believe take place in China and require that.

THE COURT: Wasn't Mr. Adelson brought into the case originally and I granted the motion to dismiss, and then I got reversed by the Nevada Supreme Court for granting a motion to dismiss?

MR. MORRIS: That's right.

THE COURT: Okay.

MR. MORRIS: So he was out of the case, and I didn't participate in those proceedings, and neither did he after that date until -- and we came back or re-entered, I guess, when the Supreme Court entered its order of reversal.

THE COURT: Last fall.

MR. MORRIS: Yes. And we then -- and we filed an answer, and we're going ahead.

THE COURT: Okay.

MR. MORRIS: We're -- you know, we're confronted with -- and we've been out of this case for about two and a half years. There's been three and a half years of what I

would call -- and I don't do this -- I don't say this disparagingly -- ex parte discovery. It's only been in favor of one party, the plaintiff. And we have, for example, we've got two and a half months -- my client and I have two and a half months, and we are now as a consequence of your order tied into a whole series of claims that we were not tied into previously. And I think it's unreasonable, and I believe it's unfair to -- given the fact that the Supreme Court's order stayed litigation on the merits for three and a half years, to say now that the stay has been lifted and the case decided that you have to get this case ready, Morris and Adelson, in three months.

THE COURT: My problem is the Nevada Supreme Court's interpretation of what is a stay under Rule 41 is inconsistent, unclear. So, unless there is a stipulation among the parties which has not been given in this case and I've been told won't be given in this case, I have set the trial for the earliest possible date on which Rule 41(e) will expire. I'm not saying you can't take it up with the Nevada Supreme Court, but I've got to comply with Rule 41.

MR. MORRIS: Well, we --

THE COURT: I understand. I'm not criticizing you for taking -- it doesn't bother me when you ask them stuff. It bothers me when they aren't consistent, but that's an entirely different issue.

MR. MORRIS: That is an entirely different issue, and it's one that you addressed in part in the order that we're now considering amending.

THE COURT: And I tried to protect everyone's interests to the extent I could in the order that I issued.

MR. RANDALL JONES: Well, Your Honor --

THE COURT: Mr. Jones.

MR. RANDALL JONES: -- just in that regard let me just make one point. I would hope we'd not get in a situation where three months from now all of a sudden the plaintiff decides to stipulate to say, yeah, we can't get it done so we've done what we want to do and now we're willing to kick this thing for some period of time because we can't get everything done we want to be able to go to trial. That would be completely inappropriate. So if there's going to be a decision made by the plaintiffs, we would simply ask it be made now, as opposed to at the eleventh hour, which would be completely inappropriate.

THE COURT: I asked for briefing on this particular issue over a year ago. I was told that there was no need for briefing on the issue because the plaintiffs weren't going to stipulate. And that's okay.

MR. RANDALL JONES: I understand. And that's -- if they won't stipulate, they won't stipulate. But I certainly hate to see a situation where they change their mind at the

eleventh hour and put all of us through some unnecessary hoops and gyrations. And that would be my only concern if we're going to -- well, that's not my only concern, but that would be a concern that I would have, that we end up in that situation.

THE COURT: I certainly understand that, Mr. Jones, and I share your frustration. My frustration, however, is directed to a different location than yours.

Mr. Bice.

MR. BICE: Just remember the facts here have been reversed. It was the defendants that would not stipulate long ago when we referenced this. And now, only now do they want to be the ones changing position. It is a little rich from my standpoint to listen to these defendants complain about timing when they have sabotaged, and that is my word, sabotaged the fair prosecution of this case for nearly five years now, including with phony claims of privilege, phony claims if inaccessibility to evidence, and phony claims, quite frankly, of no jurisdiction. So when I listen to this story about their plight over here, this is a self-inflicted plight if it's one at all. It is purely the product of their own decision making. And so I can't predict exactly what's going to happen in the next few months; but if this case continues like it has and the antics continue about noncompliance with discovery, I don't know where we'll be come October. But

we're certainly going to work hard to be ready to go.

THE COURT: Well, just so you guys know, after CityCenter settled I scheduled my first real vacation as a judge, and that vacation is occurring -- I will be out of the jurisdiction September 21st to October 12th, which is why your trial is set to start shortly after October 12th, because we're going to do motions in limine. So I understand what you're saying. I'm willing to be ready and ready to go and hear the motions, and I've set aside two days once I get back to hear any motions we didn't do before I went on vacation. I've got you scheduled to do your jury questionnaire so that can be done while I'm on vacation. The jurors can fill out the questionnaires, you can review them, we can then do an analysis as soon as I return as to what jurors need to be excused because there has been media coverage related to this and there are a number of people who probably are familiar with Mr. Adelson and the Las Vegas Sands and the Venetian, because it's a pretty big property on the Strip, employs a lot of people, and some people like to go there and visit.

MR. RANDALL JONES: Your Honor, rather than belabor the point and respond point by point to Mr. Bice, I would just like, so the record is clear, that I disagree with his comments about who's delayed what. I think when you have writs that have been -- I think out of four writs three were granted and one was essentially sent back to this Court for

resolution, that I think our positions were meritorious. So I think we were simply protecting our clients' rights appropriately, and I certainly disagree, as I'm sure the Court would understand, that -- with respect to the jurisdiction arguments I respectfully disagree with the findings of the Court with respect to jurisdiction. So --

THE COURT: Remember, I have to hear your motion to stay before you ask the Supreme Court.

MR. RANDALL JONES: Suffice it to say that I disagree in total with what Mr. Bice's comments were.

THE COURT: All right. Anything else, Mr. Morris?

MR. MORRIS: Can I ask this question?

THE COURT: Sure.

MR. MORRIS: Let's assume for one reason or another that the October trial date doesn't hold. When would be your next availability to try this case?

THE COURT: I have plenty of availability as long as I'm not in the Wynn-Okada trial, which has been set for, what, three months or two months, whatever it is now at this point, and this other case that Mr. Peek's involved in that maybe he'll get settled, which we gave a firm setting to. You know, other than that, I can work around a lot of things. So I'm plenty available, Mr. Morris. I've got plenty of time. I get paid by the year, I'm here, I work, I'm in trial all the time.

MR. MORRIS: I'm not saying you don't work hard.

THE COURT: But, I mean, I've got lots of --

MR. MORRIS: And I'm not saying that we're not going to work hard under the circumstances we're here. What I'm saying is I need to know availability of you post October.

THE COURT: My availability will not be an issue, although I have promised my father I take him to Africa for his eightieth birthday sometime around May 2016, but he hasn't picked the date yet. So other than that, I'm pretty available. I think I have one murder case that's scheduled that's a firm setting that would go right after this case is scheduled to be tried in October. Other than that, I'm here.

MR. RANDALL JONES: How long have you scheduled this trial to go, Your Honor? That's -- since you brought that subject up, I'm curious to hear what --

THE COURT: I think it's going to take six to eight weeks, given my experience with some of the people in this case. That's my best guess.

MR. RANDALL JONES: Okay. Thank you, Your Honor.

MR. MORRIS: Thank you, Your Honor.

THE COURT: That doesn't mean that's accurate.

MR. RANDALL JONES: No, I understand.

THE COURT: But that's my best guess.

MR. RANDALL JONES: I appreciate it. I have not contemplated the length of this trial yet myself, and so I was curious to see what you were thinking.

MR. MORRIS: We can probably shorten it a couple of weeks if Mr. Peek doesn't make an opening statement.

THE COURT: Mr. Bice.

MR. PEEK: I didn't hear -- I missed that comment.

THE COURT: It's okay, Mr. Peek. You don't need to know. Everybody else in the courtroom thought it was funny, though.

Mr. Bice --

MR. BICE: Yes.

THE COURT: -- if you're going to file a motion to amend --

MR. BICE: Yes.

THE COURT: -- you need to do it really, really soon, because my anticipation is there may be issues that go up to Carson City related to it.

MR. BICE: I understand. I would anticipate that it will be in front of you yet this week. And I assume that we can -- we will submit it on an OST so that we can move this along.

THE COURT: I will. And then if people have issues with the date we pick, we'll talk about the day we picked.

MR. BICE: Very good.

MR. RANDALL JONES: Just so it's clear, Your Honor, since it's a motion -- the fourth amended complaint motion, which is what I'm anticipating, I would object to having --

trying to respond to it on shortened time. We would like to have a fair opportunity to brief it and get prepared for it.

THE COURT: Well, let's see what it is first before I --

MR. RANDALL JONES: Understood. But since that comment was made, I understand why the comment was made. But I want to make sure you understood our position on that.

THE COURT: I understand you'd like to be able to fully brief it.

MR. RANDALL JONES: Thank you.

THE COURT: Anything else?

MR. PEEK: Your Honor, I would like to at least express my objections, as well, to the trial setting. I've not been able to conduct any discovery at all during this period of time. I'm now forced with a three-month discovery period on a case that is very significant to the Las Vegas Sands. I think it's unreasonable and injudicious for the Court to set this hearing on -- excuse me, this trial on such a shortened time without giving me proper opportunity to conduct the discovery that I think is necessary for preparation for trial. I have a three-week vacation that I've scheduled for a long time now beginning June 20th and ending on July 8th. So that takes at least three weeks out of the mix, because I'm going to be one that's going to be involved in the discovery more so than others in my office would be

involved.

THE COURT: I certainly understand that, Mr. Peek.

MR. PEEK: So I just want the record to reflect my objections, and certainly I join in Mr. Jones's comments about Mr. Bice talking about it all being our fault and being a product of our own actions when we're trying to protect legal rights associated with all the parties to this case.

THE COURT: Well, remember, my concern is not with your ability to protect your rights. My concern is with the speed at which decisions on petitions for extraordinary relief are made. That's my concern. That's a different issue. That's not an issue any of you have control over. And that is where I believe my primary frustration is. Because, while we have had a lot of discovery bumps in this case, the orders from the Nevada Supreme Court have in large part created the issues we are facing here.

Anything else? Have a lovely day.

MR. MORRIS: Thank you, Your Honor.

MR. PEEK: Thank you, Your Honor.

THE PROCEEDINGS CONCLUDED AT 9:09 A.M.

* * * * *

IN THE SUPREME COURT OF THE STATE OF NEVADA

LAS VEGAS SANDS CORP., a Nevada corporation, SANDS CHINA LTD., a Cayman Islands corporation, and SHELDON G. ADELSON, an individual,

Petitioners,

vs.

CLARK COUNTY DISTRICT COURT, THE HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE, DEPT. 11,

Respondents,

and

STEVEN C. JACOBS,

Real Party in Interest.

Case Number:

District Court Case Number
A627691-B

APPENDIX TO PETITION FOR WRIT OF PROHIBITION OR MANDAMUS RE TRIAL-SETTING ORDER

VOLUME 1 — APP0001-178

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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 TO PETITION FOR WRIT OF PROHIBITION OR MANDAMUS RE TRIAL-SETTING ORDER, VOLUME 1 — APP0001-178** to be hand delivered, in a sealed envelope, on the date and to the addressee(s) shown below:

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

Respondent

James J. Pisanelli
Todd L. Bice
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Attorneys for Steven C. Jacobs, Real Party in Interest

DATED this 26th day of June, 2015.

By: /s/ PATRICIA FERRUGIA

APPENDIX TO APPENDIX TO PETITION FOR WRIT OF PROHIBITION OR MANDAMUS RE TRIAL SETTING ISSUES

CHRONOLOGICAL INDEX

APPENDIX TO APPENDIX TO PETITION FOR WRIT OF PROHIBITION OR MANDAMUS RE TRIAL SETTING ISSUES

ALPHABETICAL INDEX

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

ORDER GRANTING PETITION FOR WRIT OF MANDAMUS

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

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

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

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

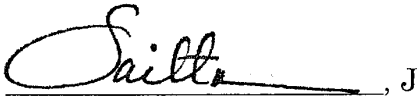
In MGM Grand, Inc. v. District Court, 107 Nev. 65, 807 P.2d 201 (1991), we held that jurisdiction over a nonresident corporation could not be premised upon that corporation's status as parent to a Nevada corporation. Similarly, the United States Supreme Court in Goodyear Dunlop Tires Operations, S.A.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

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

[1]Petitioner'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]



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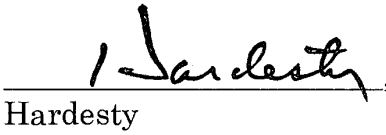

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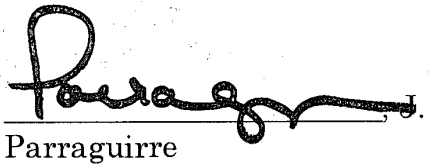

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[2]Petitioner's motion for a stay is denied as moot in light of this order.

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

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Attorneys for Plaintiff Steven C. Jacobs

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

AND RELATED CLAIMS

Case No.: A-10-627691
Dept. No.: XI

ORDER REGARDING PLAINTIFF STEVEN C. JACOBS' MOTION TO CONDUCT JURISDICTIONAL DISCOVERY and DEFENDANT SANDS CHINA LTD.'s MOTION FOR CLARIFICATION

Date and Time of Hearings:

September 27, 2011 at 4:00 p.m.

October 13, 2011 at 9:00 a.m.

Plaintiff Steven C. Jacobs' ("Jacobs") Motion to Conduct Jurisdictional Discovery ("Motion") came before the Court for hearing at 4:00 p.m. on September 27, 2011. James J. Pisanelli, Esq., and Debra L. Spinelli, Esq., of the law firm PISANELLI BICE PLLC, appeared on behalf of Jacobs. Patricia L. Glaser, Esq., of the law firm Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP, appeared on behalf of Defendant Sands China Ltd. ("Sands China"). J. Stephen Peek, Esq., of the law firm Holland & Hart LLP, appeared on behalf of Defendant

Las Vegas Sands Corp. ("LVSC"). The Court considered the papers filed on behalf of the parties and the oral argument of counsel, and good cause appearing therefor:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion to Conduct Jurisdictional Discovery is GRANTED IN PART and DENIED IN PART as follows:

1. GRANTED as to the deposition of Michael A. Leven ("Leven"), a Nevada resident, who simultaneously served as President and COO of Las Vegas Sands Corp. ("LVSC") and CEO of Sands China (among other titles), regarding the work he performed for Sands China, and work he performed on behalf of or directly for Sands China while acting as an employee, officer, or director of LVSC, during the time period of January 1, 2009, to October 20, 2010;[1]

2. GRANTED as to the deposition of Sheldon G. Adelson ("Adelson"), a Nevada resident, who simultaneously served as Chairman of the Board of Directors and CEO of LVSC and Chairman of the Board of Directors of Sands China, regarding the work he performed for Sands China, and work he performed on behalf of or directly for Sands China while acting as an employee, officer, or director of LVSC, during the time period of January 1, 2009, to October 20, 2010;

3. GRANTED as to the deposition of Kenneth J. Kay ("Kay"), LVSC's Executive Vice President and CFO, who, upon Plaintiff's information and belief, participated in the funding efforts for Sands China, regarding the work he performed for Sands China, and work he performed on behalf of or directly for Sands China while acting as an employee, officer, or director of LVSC, during the time period of January 1, 2009, to October 20, 2010;

4. GRANTED as to the deposition of Robert G. Goldstein ("Goldstein"), a Nevada resident, and LVSC's President of Global Gaming Operations, who, upon Plaintiff's information and belief, actively participates in international marketing and development for Sands China, regarding the work he performed for Sands China, and work he performed on behalf of or directly for Sands China while acting as an employee, officer, or director of LVSC, during the time period of January 1, 2009, to October 20, 2010;

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[1] This time period was agreed upon and ordered by the Court in the Stipulation and Order Regarding ESI Discovery entered filed on June 23, 2011, and is also relevant to the limited jurisdictional discovery permitted herein.

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5. GRANTED as to a narrowly tailored NRCP 30(b)(6) deposition of Sands China in the event that the witnesses identified above in Paragraphs 1 through 4 lack memory knowledge concerning the relevant topics during the time period of January 1, 2009, to October 20, 2010;

6. GRANTED as to documents that will establish the date, time, and location of each Sands China Board meeting (including the meeting held on April 14, 2010, at 9:00 a.m. Macau Time/April 13, 2010, at 6:00 p.m. Las Vegas time), the location of each Board member, and how they participated in the meeting during the period of January 1, 2009, to October 20, 2010;

7. GRANTED as to documents that reflect the travels to and from Macau/China/Hong Kong by Adelson, Leven, Goldstein, and/or any other LVSC employee for any Sands China related business (including, but not limited to, flight logs, travel itineraries) during the time period of January 1, 2009, to October 20, 2010;

8. DENIED as to the calendars of Adelson, Leven, Goldstein, and/or any other LVSC executive who has had meetings related to Sands China, provided services on behalf of Sands China, and/or travelled to Macau/China/Hong Kong for Sands China business during the time period of January 1, 2009, to October 20, 2010;

9. GRANTED as to documents and/or communications related to Michael Leven's service as CEO of Sands China and/or the Executive Director of Sands China Board of Directors without payment, as reported to Hong Kong securities agencies, during the time period of January 1, 2009, to October 20, 2010;

10. GRANTED as to documents that reflect that the negotiation and execution of the agreements for the funding of Sands China occurred, in whole or in part, in Nevada, during the time period of January 1, 2009, to October 20, 2010;

11. GRANTED as to contracts/agreements that Sands China entered into with entities based in or doing business in Nevada, including, but not limited to, any agreements with BASE Entertainment and Bally Technologies, Inc., during the time period of January 1, 2009, to October 20, 2010;

12. GRANTED as to documents that reflect work Robert Goldstein performed for Sands China, and work he performed on behalf of or directly for Sands China while acting as an

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employee, officer, or director of LVSC, during the time period of January 1, 2009, to October 20, 2010, including (on Plaintiff's information and belief) global gaming and/or international player development efforts, such as active recruitment of VIP players to share between and among LVSC and Sands China properties, and/or player funding;

13. GRANTED as to all agreements for shared services between and among LVSC and Sands China or any of its subsidiaries, including, but not limited to, (1) procurement services agreements; (2) agreements for the sharing of private jets owned or made available by LVSC; and (3) trademark license agreements, during the time period of January 1, 2009, to October 20, 2010;

14. DENIED as to documents that reflect the flow of money/funds from Macau to LVSC, including, but not limited to, (1) the physical couriering of money from Macau to Las Vegas; and (2) the Affiliate Transfer Advice ("ATA"), including all documents that explain the ATA system, its purpose, how it operates, and that reflect the actual transfer of funds;

15. GRANTED as to all documents, memoranda, emails, and/or other correspondence that reflect services performed by LVSC (including LVSC's executives) on behalf of Sands China, including, but not limited to the following areas: (1) site design and development oversight of Parcels 5 and 6; (2) recruitment and interviewing of potential Sands China executives; (3) marketing of Sands China properties, including hiring of outside consultants; (4) negotiation of a possible joint venture between Sands China and Harrah's; and/or (5) the negotiation of the sale of Sands China's interest in sites to Stanley Ho's company, SJM, during the time period of January 1, 2009, to October 20, 2010;

16. GRANTED as to all documents that reflect work performed on behalf of Sands China in Nevada, including, but not limited, documents that reflect communications with BASE Entertainment, Cirque du Soleil, Bally Technologies, Inc., Harrah's, potential lenders for the underwriting of Parcels 5 and 6, located in the Cotai Strip, Macau, and site designers, developers, and specialists for Parcels 5 and 6, during the time period of January 1, 2009 to October 20, 2010;

17. DENIED as to documents, including financial records and back-up, used to calculate any management fees and/or corporate company transfers for services performed and/or provided by LVSC to Sands China, including who performed the services and where those

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services were performed and/or provided, during the time period where there existed any formal or informal shared services agreement;

18. GRANTED as to all documents that reflect reimbursements made to any LVSC executive for work performed or services provided related to Sands China, during the time period of January 1, 2009, to October 20, 2010;

19. GRANTED as to all documents that Sands China provided to Nevada gaming regulators, during the time period of January 1, 2009 to October 20, 2010; and

20. DENIED as to the telephone records for cellular telephones and landlines used by Adelson, Leven, and Goldstein that indicate telephone communications each had with or on behalf of Sands China.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the parties are to abide by the Nevada Rules of Civil Procedure as it relates to the disclosure of experts, if any, for purposes of the evidentiary hearing on personal jurisdiction over Sands China.

In addition, Defendant Sands China's Motion for Clarification of Jurisdictional Discovery Order on Order Shortening Time ("Motion for Clarification") came before the Court for hearing on 9:00 a.m. on October 13, 2011. James J. Pisanelli, Esq., and Debra L. Spinelli, Esq., of the law firm PISANELLI BICE PLLC, appeared on behalf of Jacobs. Patricia L. Glaser, Esq., of the law firm Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP, appeared on behalf of Defendant Sands China, and J. Stephen Peek, Esq., of the law firm Holland & Hart LLP, appeared on behalf of Defendant LVSC. The Court considered the papers filed on behalf of the parties and the oral argument of counsel, and good cause appearing therefor:

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IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion for Clarification is GRANTED IN PART as follows:

1. The parties are only permitted to conduct discovery related to activities that were done for or on behalf of Sands China; and

2. This is an overriding limitation on all of the specific items requested in Jacob's Motion to Conduct Jurisdictional Discovery.

DATED: March 8, 2012

THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT

Respectfully submitted by:

PISANELLI BICE PLLC

By: _____
James J. Pisanelli, Esq., Bar No. 4027
Todd L. Bice, Esq., Bar No. 4534
Debra L. Spinelli, Esq., Bar No. 9695
Jarrod L. Rickard, Esq., Bar No. 10203
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Attorneys for Plaintiff Steven C. Jacobs

Approved as to form by:

HOLLAND & HART

By: _____
J. Stephen Peek, Esq., Bar No. 1758
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Attorneys for Las Vegas Sands Corp.
and Sands China, Ltd.

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CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN JACOBS, Plaintiff(s), vs LAS VEGAS SANDS CORP, ET AL, Defendants.	**Case No.** 10 A 627691 **Dept. No.** XI **Date of Hearing:** 04/20-22/2015, 04/27-30/2015, 05/04-05/2015 and 05/07/2015

DECISION AND ORDER

This matter having come on for an evidentiary hearing related to the Defendant Sands China Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, or in the Alternative, Plaintiff's Failure to Join an Indispensable Party and the Nevada Supreme Court's Order Granting Petition for Writ of Mandamus[1] and the Writ of Mandamus issued by the Nevada Supreme Court to this Court on August 26, 2011 (collectively "Writ") beginning on April 20, 2015 and continuing, based upon the availability of the Court and Counsel, until its completion on May 7, 2015; Plaintiff Steven Jacobs ("Jacobs") being present in court and appearing by and through his attorney of record, James J. Pisanelli, Esq., Todd L. Bice, Esq., Debra L. Spinelli, Esq., and Jordan T. Smith, Esq., of the law firm Pisanelli Bice PLLC; Sands China Ltd. ("SCL") appearing by and through its attorney of record J. Stephen Peek, Esq. of the law

[1] The Nevada Supreme Court directed this 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 [this Court's] personal jurisdiction decision." Sands China Ltd. v. Eighth Judicial Dist. Court of State ex rel. Cnty. of Clark, No. 58294, 2011 WL 3840329, at *2 (Nev. Aug. 26, 2011). Since then, the parties have engaged in jurisdictional discovery. The decisions in Daimler AG v. Bauman, 134 S.Ct. 746, 761 (2014), and the Nevada Supreme Court's decision in Viega GmbH v. Eighth Judicial Dist., 130 Nev. Adv. Rep. 40, 328 P.3d 1152 (2014) were made subsequent to that decision and have been considered by the Court in evaluating the propriety of the exercise of general, specific and/or transient jurisdiction over SCL.

firm Holland & Hart LLP and Randall Jones, Esq., Mark M. Jones, Esq., and Ian P. McGinn, Esq. of the law firm Kemp, Jones & Coulthard, LLP; Defendants Las Vegas Sands Corp. ("LVS") appearing by and through its attorney of record J. Stephen Peek, Esq. of the law firm Holland & Hart LLP; and Defendant Sheldon G. Adelson ("Adelson") appearing as a witness and by and through his attorney of record, Steve Morris, Esq. and Rosa Solis Rainey, Esq. of the Morris Law Group; the Court having read and considered the pleadings filed by the parties; having reviewed the evidence admitted during the evidentiary hearing;[2] and having heard and carefully considered the testimony of the witnesses called to testify; the Court having considered the oral and written arguments of counsel, and with the intent of deciding the limited issues before the Court related to jurisdiction over SCL,[3] makes the following findings of fact[4] and conclusions of law: [5]

I.
PROCEDURAL POSTURE

Jacobs filed this suit on October 20, 2010 against SCL claiming that SCL breached contractual obligations it allegedly owed him by refusing to honor his demand to exercise certain

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[2] As a result of an *in camera* review conducted by this Court related to discovery disputes, additional documents not admitted in evidence have been previously reviewed. For purposes of this decision, the Court relies upon the evidence admitted during this hearing and the two prior evidentiary hearings conducted.

[3] The Court notes, as the Nevada Supreme Court noted in Trump v. District Court, 109 Nev. 687, 693, note 2 (1993), that given the intertwined factual issues present between the facts supporting the claims made by Plaintiff and the facts relating to the jurisdictional issues the procedure undertaken in this case is not an efficient use of judicial resources.

[4] The findings made in this Order are preliminary in nature based upon the limited evidence presented after very limited jurisdictional discovery and may be modified based upon additional evidence presented to the Court and/or jury at the ultimate trial of this matter.

[5] The Writ of Mandamus issued to this Court on August 26, 2011 states:

> NOW, THEREFORE, you are instructed to hold an evidentiary hearing on personal jurisdiction, to issue findings of act (sic) and conclusions of law stating the basis for your decision following that hearing,. . . .

stock options following his termination. On December 22, 2010, SCL moved to dismiss the complaint for (among other things) lack of jurisdiction. Jacobs opposed the motion on February 9, 2011, arguing that the Court had jurisdiction over SCL and that it also had transient jurisdiction because the complaint was served in Nevada on Michael A. Leven ("Leven"), who was then the Acting Chief Executive Officer of SCL.

On March 15, 2011, this Court denied the SCL motion stating:

> Here there are pervasive contacts with the State of Nevada by activities done in Nevada by board members of Sands China. Therefore, while Hong Kong law may indeed apply to certain issues that are discussed during the progress of this case, that does not control the jurisdictional issue here.

March 15, 2011 Transcript p. 62, lines 3 to 7. The Nevada Supreme Court issued an Order Granting Petition for Mandamus on August 26, 2011.

On August 26, 2011, the Nevada Supreme Court issued a stay of certain proceedings in this matter pending the conduct of an evidentiary hearing and decision on jurisdictional issues related to SCL. The Court granted Jacobs request to conduct jurisdictional discovery prior to the evidentiary hearing. The order granting the jurisdictional discovery was entered on March 8, 2012. Due to numerous discovery disputes[6] and stays[7] relating to petitions for extraordinary relief, the evidentiary hearing on jurisdiction was delayed.

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[6] Certain evidentiary sanctions were imposed upon SCL in the Order entered March 6, 2015.

a. For purposes of jurisdictional discovery and the evidentiary hearing related to jurisdiction, SCL will be precluded from raising the MDPA as an objection or as a defense to use, admission, disclosure or production of any documents.

b. For purposes of jurisdictional discovery and the evidentiary hearing related to jurisdiction, SCL is precluded from contesting that Jacobs's electronically stored information (approx. 40 gigabytes) is rightfully in his possession.

c. For purposes of the evidentiary hearing related to jurisdiction, SCL is precluded from calling any witnesses on its own behalf or introducing any evidence on its own behalf. SCL may object to the admission of evidence, arguments of counsel, and to testimony of witnesses during the evidentiary hearing related to jurisdiction; cross-examine witnesses during

II.
BURDEN OF PROOF

There are significant issues related to the appropriate burden of proof to be utilized in this case that have been well briefed by counsel. The typical standard on a motion to dismiss for lack of jurisdiction is a *prima facie* standard. In Trump, the Nevada Supreme Court noted that a preponderance of the evidence standard may be the appropriate standard in a "full evidentiary hearing".[8] The Nevada Supreme Court also made mention of a case in the Trump decision which suggested a third standard --"likelihood of the existence of each fact necessary to support personal jurisdiction"[9] -- may be appropriate.[10]

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the evidentiary hearing related to jurisdiction; and, argue the application of the evidence to the law during the opening and closing arguments of the evidentiary hearing related to jurisdiction.

d. During the evidentiary hearing related to jurisdiction, the Court will adversely infer, subject to SCL's ability to rebut that inference (within the evidentiary constraints set forth in the paragraph above), that all documents not produced in conformity with this Court's September 2012 Order are adverse to SCL, would contradict SCL's denials as to personal jurisdiction, and would support Jacobs' assertion of personal jurisdiction over SCL.

[7] The parties have not agreed that any stays issued act as a tolling or extension of the period under NRCP Rule 41(e). As such, the Court has informed the parties that, immediately upon the entry of this order, the trial of this matter will be set prior to the earliest expiration of the period under NRCP Rule 41(e), October 19, 2015.

[8] 109 Nev. at 693.

[9] This third standard and the circumstances in which it may be appropriate to utilize was explained as:

> If, however, the court finds that determining a motion on the *prima facie* standard (thereby deferring the final jurisdictional determination until trial) imposes on a defendant a significant expense and burden of trial on the merits in the foreign forum that it is unfair in the circumstances, the court may steer a third course that avoids both this unfair burden and (especially when the jurisdictional facts are enmeshed with the merits) the morass of unsettled questions of law regarding "issue preclusion" and "law of the case". This third method is to apply an intermediate standard between requiring only a *prima facie* showing and requiring proof by a preponderance of the evidence. Thus, even though allowing an evidentiary hearing and weighing evidence to make findings, the

A traditional preponderance of the evidence standard is inappropriate for this case because of the limited discovery done to date due to the stay and the inextricably intertwined facts between jurisdiction and merits. These limitations impact the ability of the parties to conduct a "full evidentiary hearing". A jury demand has been filed; Jacobs has a right to a jury trial on the jurisdictional defense raised by SCL. Given the inextricably intertwined issues between the conduct of representatives of LVS and SCL, the Court shares the concerns expressed by counsel for LVS regarding the potential impact of these findings and conclusions upon LVS. Despite these concerns, the Court makes findings and reaches conclusions related to jurisdiction, *solely to comply with the Writ*, upon a preponderance of the evidence standard *based solely on the evidence presented.* The findings and conclusions are preliminary in nature and may not be used by the parties or their counsel for any purpose other than this Court's compliance with the Writ.[11]

III.
FINDINGS OF FACT

1. Jacobs filed this suit on October 20, 2010 against SCL claiming that SCL

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court may merely find whether the plaintiff has shown a likelihood of the existence of each fact necessary to support personal jurisdiction.

Boit. v. Gar-Tec Products, Inc., 967 F. 2d 671 at 677 (1st Cir. 1992).

[10] Another standard which might be appropriate for consideration, but which was not raised by the parties, is the standard of substantial evidence used for judgment on partial findings made under NRCP 52c.

[11] Given the inextricably intertwined issues of jurisdiction with the facts surrounding the merits issues, i.e. the termination of Plaintiff's employment and associated stock option(s), the evidentiary hearing and the jurisdictional discovery necessary prior to the hearing have not been a wise use of judicial resources. Unfortunately, as a result of the process imposed upon this Court because of the Writ, the parties will have only a few months to conduct the merits discovery and be ready for trial.

breached contractual obligations it allegedly owed him by refusing to honor his demand to exercise certain stock options following his termination.

2. On December 22, 2014, Jacobs filed a Third Amended Complaint, alleging three new claims against SCL: conspiracy, aiding and abetting his alleged wrongful termination by LVS, and defamation as a result of statements made during the course of the litigation by LVS's and SCL's chairman, Adelson. Jacobs contends that there is specific jurisdiction over SCL on all three claims.

3. LVS is a Nevada corporation with its principle place of business in Las Vegas, Nevada. It is headed by Adelson who serves as LVS's Chairman of the Board of Directors. LVSC is a publicly-traded company in the United States. Through subsidiaries, LVSC operates casinos in Nevada, Pennsylvania, Macau, and Singapore.

4. In early 2009, Leven became Chief Operating Officer ("COO") of LVSC.

5. Leven had previously served on the LVSC Board.

6. Leven asked Jacobs to assist him as a consultant.

7. Jacobs became a consultant to LVSC through Vagus Group, Inc., an entity Jacobs owned. In that role, Jacobs began assisting with the restructuring of LVS's Nevada operations. In doing so, Jacobs, Leven and Adelson met extensively in Nevada. They also traveled to Macau to review LVSC's operations there.

8. While Jacobs was assisting LVSC as a consultant, all of its Macau operations and assets were held through wholly-owned subsidiaries, one of which was Venetian Macau Limited ("VML").

9. Leven discussed bringing Jacobs on directly, on a temporary basis, to help oversee and restructure LVS's Macau operations. Jacobs and Leven discussed the terms of this

temporary engagement. These discussions principally occurred while both Jacobs and Leven were in Las Vegas working on the LVS restructuring.

10. One of the tasks that Jacobs was assigned was restructuring Macau operations for the potential of spinning the Macau assets off into a yet-to-be-formed publicly-traded subsidiary for LVS. This would serve as a financing means by which LVS could raise additional capital to recommence construction on certain existing, but delayed, projects in Macau.

11. On April 30, 2009, Leven advised that effective May 5, 2009, LVS gave Jacobs the title of "Interim President" overseeing its Macau operations. In that role, Jacobs reported directly to Leven in his capacity as COO of LVS. Leven was the operational boss over all of LVS's assets.

12. Leven began negotiating with Jacobs for a more permanent position. Through June and July of 2009, Leven and Jacobs exchanged drafts of what became known as the "Term Sheet" which would become Jacobs' employment agreement.[12] Many of those negotiations occurred between Jacobs and Leven at LVS's headquarters in Nevada.

13. These negotiations also involved the exchange of correspondence and telephone communications into, and out of, Nevada.

14. In emails in late June and July 2009, LVS executives and Jacobs had multiple communications concerning the terms and conditions of his employment.

15. By late July 2009, Jacobs indicated that if they could not come to an agreement as to his full-time position, he needed to make commitments for his family back in Atlanta, Georgia. Jacobs was in and out of Macau on only a temporary basis, and Jacobs indicated that he would not be moving his family unless he and LVS came to an agreement.

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[12] The "Term Sheet" was filed as an exhibit to LVS's 10Q for the quarter ending March 31, 2010.

16. On or about August 2, 2009, Leven emailed Goldstein, copying Charles Forman – one of the members of LVS's compensation committee – explaining that tomorrow would be the "last chance" to try and close out the terms and conditions of Jacobs' employment with Adelson. If they could not do so, Leven indicated that they would have to do a nine-month deal with Jacobs so as to get through a planned initial public offering ("IPO") for the spinoff of LVS's Macau operations.

17. The next day, August 3, 2009, Leven testified Adelson and he expressly approved the "Terms and Conditions" of Jacobs' employment. Although Adelson claims he does not remember doing so, Leven confirmed that Adelson approved those terms and conditions in Nevada pursuant to his role as Chairman and CEO of LVS. Leven negotiated and signed the deal in Nevada pursuant to his role as LVS's COO. Adelson claims that he did not consider the Term Sheet to be binding.

18. Pursuant to the Term Sheet, LVS agreed to employ Jacobs as the "President and CEO Macau, listed company (ListCo)." The subsidiary, which would serve as the vehicle for the IPO, had not yet been determined. LVS agreed to pay Jacobs a base salary of $1.3 Million, with a 50% bonus. It also awarded Jacobs 500,000 options in LVS. Of the 500,000 options, 250,000 options were to vest on January 1, 2010, 125,000 were to vest on January 1, 2011, and 125, 000 were to vest on January 1, 2012. LVS agreed to pay a housing allowance and Jacobs was entitled to participate "in any established plan(s) for senior executives."

19. The Term Sheet incorporated the standard "for cause" termination language of other LVS employment agreements. In the event Jacobs terminated not for cause, the Term Sheet provided a "1 year severance, accelerated vest [of the options], and the Right to exercise [the options] for 1 year post termination."

20. Leven signed the Term Sheet on or about August 3, 2009, and had his assistant, Patty Murray, email it to Jacobs.

21. Prior to the formation of SCL, the proposed entity was referred to in certain documents as "Listco".

22. SCL is a corporation organized under the law of the Cayman Islands. It was formed as a legal entity on or about July 15, 2009.

23. Adelson named himself as Chairman of the Board prior to the identification of other board members. An initial board was formed which dealt solely with governance issues.

24. SCL became the vehicle through which LVSC would ultimately spin off its Macau assets as part of the IPO process.

25. SCL went public on the Hong Kong Stock Exchange ("HKSE") through an IPO on November 30, 2009.

26. LVS owns approximately 70% of SCL's stock and includes SCL as part of its consolidated filings with the US Securities and Exchange Commission.

27. SCL is the indirect owner and operator of the majority of LVS's Macau operations.

28. SCL includes the Sands Macau, The Venetian Macau, Four Seasons Macau and other ancillary operations that support these properties.

29. SCL is a holding company.

30. SCL has no employees.[13]

31. One of SCL's primary assets is VML. VML is the holder of a subconcession

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[13] Conflicting evidence on this point was presented throughout the evidentiary hearing. Counsel confirmed during closing the SCL had no direct employees and that the reference to employees related to VML.

authorized by the Macau Government that allows it to operate casinos and gaming areas in Macau.

32. Prior to the fall of 2009, decisions related to the operations of the Macau entities were made by Adelson and Leven.

33. Neither SCL nor any of its subsidiaries has any bank accounts or owns any property in Nevada.

34. SCL has separate bank accounts from LVS.

35. SCL does not conduct any gaming operations in Nevada, nor does it derive any revenue from operations in Nevada. All of the revenues that SCL annually reports in its public filings derive from operations in Macau.

36. SCL has never owned, controlled, or operated any business in Nevada. SCL has a non-competition agreement with LVSC.

37. It was not uncommon for the executives of subsidiaries that LVS controlled to fulfill that role pursuant to an employment agreement with the parent, LVS. When it was determined that Leven would become the interim CEO for SCL, he did so pursuant to an employment agreement with LVSC. As interim CEO for SCL, Leven had no employment agreement with SCL and fulfilled that role as an LVSC employee.[14]

38. In having its leading executives serve in those roles pursuant to employment agreements with LVS and delegating tasks to LVS employees in Nevada, SCL reasonably would foresee that it would be subject to suit in Nevada over any dispute concerning the services of its

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[14] Adelson is now the CEO of SCL and serves in that capacity pursuant to an employment agreement with LVS. He has no separate employment agreement with SCL. The interim COO of SCL is Goldstein. Goldstein acknowledged that he serves as SCL's COO pursuant to his employment agreement with the Nevada parent company, LVS.

executives.

39. Leven testified, that upon the closing of the IPO, Jacobs' employment pursuant to the Term Sheet was transferred to SCL and assumed by it. As Leven testified, the obligations under the Term Sheet were assumed by SCL in conjunction with the closing of the IPO. The assignment and assumption of the Term Sheet from LVS to SCL does not appear to have been documented in any formal fashion. However, as Leven acknowledged, SCL and its Board understood that Jacobs was serving as CEO pursuant to the terms and conditions of the Term Sheet that had been negotiated and approved in Nevada with the Nevada parent.

40. Jacobs' duties as SCL's CEO provided under the Term Sheet required frequent trips to Las Vegas, Nevada and involved countless emails and phone calls into the forum. Jacobs frequently conducted internal operations and business with third parties while physically present in Nevada.

41. While SCL had its own Board of Directors, kept minutes of the meetings of its Board and Board Committees, and maintained its own separate and independent corporate records, direction came from LVS.

42. At the time of its IPO, the SCL Board consisted of (1) three Independent Non-Executive Directors (Ian Bruce, Yun Chiang and David Turnbull[15]), all of whom resided in Hong Kong, (2) two Executive Directors (Jacobs, who was SCL's Chief Executive Officer and President, and Stephen Weaver ("Weaver"), who was Chief Development Officer), both of whom were based in Macau; and (3) the Chairman and Non-Executive Director (Adelson) and

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[15] During his testimony at the evidentiary hearing, when questioned about board member Turnbull, Adelson stated, "not for long". It is this type of control of SCL, that leads the Court to believe that the activities of Adelson in Las Vegas as Chairman of SCL are significant for determination of specific jurisdiction.

two Non-Executive Directors (Jeffrey Schwartz and Irwin Siegel), who were also members of the LVS Board and who were based in the United States. Leven served as a Special Adviser to the SCL Board.

43. During the relevant period, all of the in-person SCL Board meetings were held in either Hong Kong or Macau. The Board did not meet in Nevada. While certain board members attended board meetings remotely, the meetings were hosted in Hong Kong.

44. SCL listed Macau in its public filings as its principal place of business and head office. It also had an office in Hong Kong. SCL never described Nevada as its principal place of business and, prior to Jacobs termination, never had an office in Nevada.[16]

45. Prior to Jacobs termination, senior management of SCL: Jacobs, Weaver, the Chief Financial Officer (Toh Hup Hock, also known as Ben Toh), and the General Counsel and Corporate Secretary (Luis Melo) -- were all headquartered in Macau.

46. Although SCL insists that everything changed in terms of corporate control after the closing of the IPO – with Leven going so far as to claim that before the IPO he was the boss, and after the IPO he ceased being the boss – the evidence indicates otherwise.

47. This was not an ordinary parent/subsidiary relationship. On paper, neither Adelson nor Leven were supposed to be serving as "management" of SCL. Adelson's role was that of SCL's Board Chairman. Leven's role was, on paper, supposed to be that of "special advisor" to the SCL Board.

48. Internal emails and communications confirmed that Adelson's and Leven's roles of management largely continued unchanged after the IPO. Even SCL's other Board members

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[16] Leven's business card as Special Adviser to SCL indicated his address was a Las Vegas address. Following Jacobs termination, Leven became interim CEO of SCL. He retained his office location in Las Vegas and all contact information at LVS during the entire duration of his term as Interim CEO.

internally referred to Leven as constituting SCL's "management." As Leven would confirm in one internal candid email, one of Jacobs' supposed problems is that he actually "thought" he was the CEO of SCL, when in fact, Adelson was filling that role just as he had before the IPO. Other internal communications confirm that Jacobs was criticized for attempting to run SCL independently because for LVS, "it doesn't work that way."

49. As Reese would acknowledge, one of the supposed problems with Jacobs was that he thought he was the real CEO of SCL when in fact there is, and only has been, one CEO of the entire organization, and that is, and always has been, Adelson.

50. After the IPO, Adelson, Leven and LVS continued to dictate large and small-scale decisions.

51. As internal documents show, even compensation for senior executives, including Jacobs, were ultimately dictated by Adelson.

52. Even though disagreements with Adelson had begun to surface, Jacobs was awarded 2,500,000 options in SCL on May 10, 2010 "in recognition of his contribution and to encourage continuing dedication." These options were granted by SCL under a Share Option Grant as one of the plans to which Jacobs was eligible. Consistent with its ultimate control and direction, it was up to Leven and Adelson to approve the 2.5 million SCL options for Jacobs in SCL, which they did on May 4, 2010.

53. Jacobs was entitled to participate in any company "plans" that were available for senior executives. This included any stock option plans. If the IPO had not occurred, Jacobs would have participated in the LVS stock option plan. However, Leven explained that since the IPO was successful and Jacobs was overseeing the Macau operations, Section 7 of the Term Sheet was fulfilled by Jacobs' participation in the stock option plan for SCL. According to

Leven, Jacobs participated in the SCL option plan because SCL had assumed the obligations to fulfill the terms of Jacobs' employment under the Term Sheet.

54. On or about July 7, 2010, when Jacobs was still SCL's CEO, Toh Hup Hock, in his capacity as SCL's CFO, sent Jacobs a letter from Macau regarding the stock option grant[17] the Remuneration Committee of the SCL Board made to Jacobs.

55. The Option Terms and Conditions provided to Jacobs stated that the stock option agreement would be governed by Hong Kong law.

56. The stock option award to Jacobs of 2.5 million options in SCL are tied to and intertwined with the terms and conditions of the Term Sheet that the parties negotiated and agreed to in Nevada.

57. As Leven confirmed, the vesting of those 2.5 million options in SCL were expressly accelerated under the terms of the Term Sheet should Adelson and/or his wife lose control of LVS or should Jacobs be terminated without proper cause. SCL reasonably foresaw being subject to suit in Nevada having awarded Jacobs 2.5 million in stock options where the vesting was controlled by the Term Sheet with LVS and that SCL, according to Leven, assumed.

58. Prior to the IPO, on November 8, 2009, LVS entered into a Shared Services Agreement with SCL through which LVS agreed to provide certain services and products to SCL.

59. LVS and SCL entered into a Shared Services Agreement pursuant to which each company agreed to provide the other with certain services at competitive rates. The services performed related to compensation and continued employment do not appear to fall within the scope of that agreement.

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[17] There is conflicting evidence as to whether Jacobs could elect stock options in LVS rather than in SCL.

60. The Shared Services Agreement was signed by Jacobs, and was disclosed in SCL's IPO documents.

61. The services to be provided under the Shared Services Agreement are defined as Scheduled Products and Services. The agreement defines those as:

> . . . any product or service set out in the Schedule hereto the same as may from time to time be amended by written agreement between the Parties and subject to compliance with the requirement of the Listing Rules applicable to any amendment of this Agreement.

62. The Schedule attached to the Shared Services Agreement provided the following types of services were available to be shared (excerpted are relevant portions) and identified the method of compensation for those services:

Service/Product	Provider	Recipient	Pricing	Payment Terms	2009 US$$	2010 US$$	2011 US$$
Certain administrative and logistics services such as legal and regulatory services, back office accounting and handling of telephone calls relating to hotel reservations, tax and internal audit services, limited treasury functions and accounting and compliance services.	Members of Parent Group	Members of Listco Group	Actual costs incurred in providing services calculated as the estimated salary and benefits for the employees of the Parent Group and the hours worked by such employees providing such services to the Listco Group	Invoice to be provided, together with documentary support, no earlier than the date incurred and to be paid in the absence of dispute within 45 days of receipt of invoice, or in the event of dispute, within 30 days of resolution of dispute.	4.7 million	5.0 million	8.3 million
Certain administrative and logistics services such as legal and regulatory services, back office accounting and handling of telephone calls	Members of Listco Group	Members of Parent Group	Actual costs incurred in providing services calculated as the estimated salary and benefits for	Invoice to be provided, together with documentary support, no earlier than the date incurred and to be paid in the absence	3.0 million	3.0 million	3.0 million

relating to hotel reservations, tax and internal audit services, limited treasury functions and accounting and compliance services.			the employees of the Listco Group and the hours worked by such employees providing such services to the Parent Group	of dispute within 45 days of receipt of invoice, or in the event of dispute, within 30 days of resolution of dispute.			

63. Shared services agreements are a common method by which affiliated companies achieve economies of scale.

64. Here, although SCL asserts that all of the services provided by LVSC employees were rendered for SCL pursuant to the Shared Services Agreement, there is no evidence that the parties' observed any formalities,[18] which would permit the Court to determine, which, if any, services were provided pursuant to the Shared Services Agreement.[19]

65. SCL advised HKSE that implementation agreements would be used in conjunction with the Shared Services Agreement.[20]

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[18] SCL 00193427, a redacted email dated February 10, 2010, evidences the adoption of a procedure for payment of vendor expenses for certain Parcel 5/6 construction related vendors from Macau. The email anecdotally indicates the invoices would be sent to Macau with a copy to Las Vegas, reviewed in Las Vegas, approved for payment in Las Vegas, and then sent to Macau for payment. This policy was apparently adopted after the threshold for intercompany billings in the SCL IPO was exceeded. SCL00199830.

[19] SCL00171443, redacted minutes of VML Compliance Committee dated February 22, 2010, reflect that because of the Shared Services Agreement a tracking system had been established to record the execution of each individual agreement and that individual implementation agreements would have to be drawn up for each service category. The Court has been unable to locate any further references in the evidence admitted at the hearing regarding the actual implementation and utilization of services pursuant to the Shared Services Agreement.

[20] The letter states in pertinent part:

66. When questioned during the evidentiary hearing about the mechanism for requesting or paying for service under the Shared Services Agreement, Adelson was unable to provide any evidence of the processes used to obtain services under that agreement.[21]

67. The facts and circumstances giving rise to Jacobs' ultimate termination were directed and controlled from Las Vegas. Despite internal praise from the Board members of SCL (except Adelson) for Jacobs, Leven claims that in June of 2009 he had had enough of Jacobs and wanted him fired. Adelson and Leven began undertaking what one email labeled as the "exorcism strategy" to terminate Jacobs. The actions to effectuate Jacobs' termination were carried out from Las Vegas,[22] including the ultimate decision to terminate Jacobs, the creation of fictitious SCL stationary to draft a termination notice, the preparation of press-releases regarding Jacobs' termination, and the handling of legal leg-work to effectuate the termination.

> It is envisaged that from time to time, and as required, an implementation agreement for a particular type of product or service will be entered into between LVS Group and members of the Group under which the LVS Group provides the relevant products or services to the group or *vice versa*. Each implementation agreement shall set out the details of the material terms and conditions which shall include:
> a) the relevant Scheduled Products and Services to be provided;
> * * *
> c) the time(s) at which, or duration during which, the relevant Scheduled Products and Services are to be provided;
> d) the pricing for the Scheduled Products and Services to be provided, determined in accordance with the provisions of the Shared Services Agreement; and,
> e) payment terms (including where applicable, terms providing for deducting or withholding taxes).

SCL00106303.

[21] The Court reviewed the redacted documents contained in Exhibit 887A to determine if there was any support for SCL's position that the Shared Services Agreement was the method by which LVS employees were utilized by SCL rather than the agency analysis performed by the Court.

[22] This effort was described by Leven as an effort to "put ducks in a row".

68. According to Adelson and Leven, they were acting on behalf of SCL in Nevada when undertaking these activities, and they were doing so with SCL's knowledge and consent. They coordinated with legal and non-legal personnel – including Gayle Hyman (LVS's general counsel) and Ron Reese (LVS's VP of public relations) – in LVS to carry out the plan to terminate Jacobs. Other LVS personnel were involved and acted in Nevada, including under the Shared Services Agreement between SCL and LVS.

69. Adelson and Leven made the determination to terminate Jacobs subject to approval of the SCL board at the next scheduled meeting.

70. From Nevada, Leven and Adelson informed the SCL Board of Adelson's decision to terminate Jacobs after the decision was already made. An emergency telephone conference was held regarding the termination of Jacobs and to have the SCL Board ratify the decision.

71. Jacobs was not and is not a resident of Nevada. When he served as SCL's CEO, he was headquartered in Macau and lived in Hong Kong.

72. Subsequently, Leven, Kenneth Kay (LVS's CFO), Irwin Siegel (LVS/SCL Board member), Hyman, Daniel Briggs (LVS's VP of investor relations), Reese, Brian Nagel (LVS's chief of security), Patrick Dumont (LVS's VP of corporate strategy), and Rom Hendler (LVS's VP of strategic marketing) – left Las Vegas and went to Macau to effectuate Jacobs' termination. Before they even left Las Vegas, Jacobs' fate had been determined.

73. On July 23, 2010, Leven met with Jacobs in Macau. At that meeting, Leven advised Jacobs he was terminated. Jacobs was given the option of resigning which he refused. Jacobs inquired whether the termination was "for cause" and Leven responded that he was "not sure," but he indicated that the Term Sheet would not be honored.

74. Jacobs was SCL's CEO until he was terminated on or about July 23, 2010.

75. When Jacobs was terminated, he was in Macau.

76. Adelson named Leven Acting CEO and an Executive Director subject to approval of the SCL board at the next scheduled meeting and pending the appointment of a permanent replacement.

77. The SCL Board approved the termination and Leven's interim appointment.

78. The SCL Board appointed two new officers to serve as SCL's President and Chief Operating Officer (Edward M. Tracy) and Executive Vice President and Chief Casino Officer (David R. Sisk); both based in Macau. At the same time, an SCL Non-Executive Director, Irwin A. Siegel, was appointed the Chairman of two newly formed committees (the Transitional Advisory Committee and the CEO Search Committee) and spent the majority of his time in Macau to carry out his duties.

79. After Jacobs' termination, Adelson and LVS began crafting a letter outlining Jacobs' supposed offenses for his "for cause" termination. The participants in this endeavor were Adelson himself, Leven and perhaps, Irwin Siegel, another joint SCL/LVS Board member. These actions were again carried out and coordinated in Nevada.

80. A number of the alleged 12 reasons for Jacobs' termination involve actions Jacobs carried out representing SCL while in Nevada.

81. After Jacobs was terminated, Leven replaced Jacobs as CEO of SCL. Leven did not enter into any employment agreement with SCL. He served in that capacity under the employment agreement that he had with LVS. While in Las Vegas, Leven served as the acting SCL CEO from his LVS headquarters in Las Vegas. SCL authorized and approved of Leven serving as its CEO from Las Vegas. As CEO, Leven was responsible for SCL's day-to-day operations.

82. After becoming Acting CEO, Leven, on documents with a Las Vegas Sands Corp. heading, issued an "Approval and Authorization Policy" for the Operations of "Sands China Limited."

83. Here, there is no evidence that the Shared Services Agreement was the basis for the activities of Leven, Adelson, Hyman, Reese and Foreman.

84. SCL's activities through LVS employees in Nevada are substantial, have been continuous since the IPO, and are systematic.

85. In October 2010, the SCL Board had the same composition, except that the two Executive Directors were Toh Hup Hock, SCL's CFO (who had previously replaced Stephen Weaver as an Executive Director), and Michael Leven. Toh Hup Hock resided in Macau; Mr. Leven continued to be based in Las Vegas, but traveled to Macau as necessary.

86. Jacobs filed his initial Complaint against SCL and LVS on October 20, 2010.

87. On October 27, 2010, Leven was personally served with a copy of the Summons and Complaint while acting as SCL's CEO and physically present in Nevada.

88. Reese, an LVSC employee, began a public relations campaign regarding Jacobs' lawsuit on behalf of LVS and SCL from Nevada.

89. On March 15, 2011, Adelson, through Reese, issued a statement to a reporter for the Wall Street Journal that Jacobs' alleges to be defamatory. The statement is as follows:

> "While I have largely stayed silent on the matter to this point, the recycling of his allegations must be addressed," he said "We have a substantial list of reasons why Steve Jacobs was fired for cause and interestingly he has not refuted a single one of them. Instead, he has attempted to explain his termination by using outright lies and fabrications which seem to have their origins in delusion."

90. Adelson acknowledges that he made this statement on behalf of himself, LVS and SCL. SCL published a statement to the media from Nevada that gives rise to the claim for defamation.

91. Based upon the evidence, Adelson's statement can be attributed to SCL because it claims that it is responsible for Jacobs' termination. The statement was made and issued in Nevada. If proven defamatory, this would be an additional basis for jurisdiction in Nevada.

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

III.
CONCLUSIONS OF LAW

93. The Court is faced with allegations of general jurisdiction, specific jurisdiction and transitory jurisdiction over SCL.[23]

A. GENERAL JURISDICTION

94. The Court has to evaluate the contacts by SCL and make determinations as to whether SCL is at home in Nevada for the general jurisdiction analysis. Little guidance has been provided to the Court to assist in the determination of the appropriate factors to consider in determining whether SCL is at home in Nevada.

95. General or "all-purpose" jurisdiction gives a court the power "to hear any and all claims against" a defendant "regardless of where the claim arose." Goodyear Dunlop Tires Operations, S.A. v. Brown, 131 S.Ct. 2846, 2851 (2011).

96. A court has general jurisdiction over a foreign corporation only if it is "essentially at home" in the forum. *See id.*; Daimler AG v. Bauman, 134 S.Ct. 746, 758 n.11 (2014).

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[23] The Court has made separate findings and conclusions on each type of jurisdiction alleged by Jacobs to enable the parties to seek a more full appellate review if they choose.

97. "'A court may exercise general jurisdiction over a foreign company when its contacts with the forum state are so continuous and systematic as to render [it] essentially at home in the forum State.'" Viega GmbH v. Eighth Jud. Dist. Ct., 130 Nev. Adv. Op. 40, 328 P.3d 1152, 1156-57 (2014).

98. "Typically, a corporation is 'at home' only where it is incorporated or has its principal place of business." 328 P.3d 1152, 1158 (2014).

99. The Supreme Court in Daimler AG did not rule out that "a corporation's operations in a forum other than its formal place of incorporation or principal place of business may be so substantial and of such a nature as to render the corporation at home in that State." 134 S. Ct. at 761 n.19.

100. "The test for general jurisdiction, depends on an analysis of the Due Process Clause and its requirement that a foreign corporation's "continuous ***corporate operations*** within a state [be] so substantial and of such a nature as to justify suit against it on causes of action arising from dealings entirely distinct from those activities." Daimler AG, 134 S.Ct. at 754

101. In Daimler AG, the U.S. Supreme Court held that corporations may be sued under a general jurisdiction theory if their affiliations with the forum are so "'continuous and systematic as to render them essentially at home in the forum State.'" 134 S.Ct. at 754.

102. Here, SCL has designated Macau as its principal place of business. All of SCL's holdings are located in Macau. SCL's executive officers, including Jacobs, were based in Macau until July 2010 when Jacobs was terminated.

103. The SCL Board, which included three independent directors who reside in Hong Kong, met in either Macau or Hong Kong.

104. SCL is not incorporated in Nevada and does not hold its board meetings in Nevada.

105. While a significant amount of direction over the activities of SCL comes from its Chairman in Las Vegas, as well as others employed with LVSI, for purposes of general jurisdiction these pervasive contacts appear to be irrelevant following Daimler.[24]

106. The Nevada Supreme Court, after Daimler, has indicated that an agency theory of general jurisdiction is still viable. In Viega, the Court cited a California case that found that the agency theory "supports a finding of general jurisdiction" and noted that "the [United States] Supreme Court has recognized that agency *typically* is *more useful* to a specific jurisdiction analysis." 328 P.3d at 1163 n.3 The Court did not indicate that the agency theory of general jurisdiction is no longer available.[25]

107. SCL made extensive use of agents -- employees of LVS -- in conducting its business. Under Viega, the analysis of the contacts and actual activities of these agents are

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[24] At the time of the Court's original decision denying the motion to dismiss, Daimler had not been decided. This has resulted in a substantial change in the evaluation of jurisdiction over foreign companies. While the Court recognizes that there are pervasive contacts, these contacts alone are insufficient to exercise general jurisdiction over a foreign company.

[25] In trying to reconcile the concepts of alter ego and agency for general jurisdictional inquiries, the Nevada Supreme Court wrote:

> But corporate entities are presumed separate, and thus the mere "existence of a relationship between a parent company and its subsidiaries is not sufficient to establish personal jurisdiction over the on the basis of the subsidiaries minimum contacts with the forum. . . . Unlike with the alter-ego theory, the corporate identity of the parent company is preserved under the agency theory; the parent nevertheless" is held for the acts of the [subsidiary] agent" because the subsidiary was acting on the parent's behalf.

Viega, at 1157 (internal citations omitted.)

relevant both for an evaluation of whether general jurisdiction is appropriate and, if not, whether specific jurisdiction over SCL is appropriate.

108. Jacobs' operative Third Amended Complaint asserts causes of action against SCL for Breach of Contract, Aiding and Abetting Tortious Discharge in Violation of Public Policy, Civil Conspiracy related to Tortious Discharge in Violation of Public Policy, and Defamation.[26]

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[26] The jurisdictional allegations related to SCL in the Third Amended Complaint are:

3. Defendant Sands China Ltd. ("Sands China") is a Cayman Islands corporation and is 70% owned by LVSC. Sands China is publicly traded on the Hong Kong Stock Exchange. While Sands China publicly holds itself out as being headquartered in Macau, its true headquarters are in Las Vegas, where all principle decisions are made and direction is given by executives acting for Sands China.

* * *

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

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

8. Venue is proper in this Court pursuant to NRS 13.010 *et seq.* because the material events giving rise to the claims asserted herein occurred in Clark County, Nevada.

* * *

38. In or about July 2010, Adelson directed executives from LVSC in Las Vegas, Nevada to begin the process of terminating Jacobs. This process which would be referred to as the "exorcism strategy," was planned and carried out from Las Vegas and included (1) the creation of fictitious Sands China letterhead upon which a notice of termination was prepared, (2) preparation of the draft press releases with which to publicly announce the termination, and (3) the handling of all legal-related matters for the termination. Again, all of these events took place in Las Vegas, ostensibly by agents acting for both LVSC and Sands China.

39. Indeed it was LVSC in-house attorneys, claiming to be acting on behalf of Sands China, who informed the Sands China Board on or about July 21, 2010, about Adelson's decision to terminate Jacobs, and directed the Board members to sign the corporate documents necessary to effectuate Jacobs termination. These same attorneys promised to explain the basis for the termination to the Board members during the following week's board meeting (after the termination took place). Predictably, as Adelson is all-controlling, he took action first and then decreed how the Board thereafter reacted.

40. Promptly thereafter, the team Adelson had placed in charge of overseeing the sham termination – Leven, Kenneth Kay (LVSC's CFO), Irwin Siegel (LVSC/Sands China Board member), Gayle Hyman (LVSC's general counsel), Daniel Briggs (LVSC's VP of investor relations), Ron Reese (LVSC's VP of public relations), Brian Nagel (LVSC's chief of security),

The location of activities related to these allegations is important to the Court's analysis of jurisdiction.

109. LVS operates SCL the same way as it operated its Macau operations before the IPO. Despite the appointment of a Board, any change in the location of ultimate decision-making authority, direction, or control was not material after the IPO.

110. Here, Adelson and LVS assert an extraordinary amount of control over SCL. The parties do not dispute that LVS is subject to general jurisdiction in Nevada, has systematic and continuous contacts with Nevada, and is at home in Nevada. Adelson and LVS's control over SCL goes far beyond the ordinary relationship of parent to subsidiary.[27]

Patrick Dumont (LVSC's VP of corporate strategy) and Ron Hendler (LVSC's VP of strategic marketing) – left Las Vegas and went to Macau in furtherance of the scheme.

* * *

44. Because Leven had not been able to persuade Jacobs to resign, the next play from the Adelson playbook went into effect – fabricating purported cause for the termination. Once again, this aspect of the plan was also carried out in Las Vegas by executives professing to act for both LVSC and Sands China. Indeed, this time they prepared a false letter in Las Vegas and put it on Venetian Macau, Ltd. Letterhead and identified twelve manufactured "for cause" reasons for Jacobs termination. Transparently, one of the purported reasons is an attempt to mask one of Adelson's personal transgressions: The letter absurdly claimed that Jacobs exceeded his authority and failed to keep the companies' Boards of Directors informed of important business decisions. Not surprisingly, not only are the after-the-fact excuses a fabrication, they would not constitute "cause" for Jacobs termination even if they were true, which they are not.

* * *

71. In an attempt to cover their tracks and distract from their improper activities Adelson, LVSC and Sands China have waged a public relations campaign to smear and spread lies about Jacobs. . . .

The Court has not considered these allegations as true but weighs the evidence related to these allegations for purposes of this decision.

[27] Based upon the limited evidence currently before it, the Court is faced with two potential conclusions, first that SCL is so dominated by LVS and its Chairman that it's independent existence is a sham or, alternatively, that the Board of SCL has made a conscious decision to allow its agents in Las Vegas significant control over SCL's operations and governance. Given the presumption of separateness, the Court finds the better course in this situation, based upon the evidence currently before it, is the latter conclusion.

111. The Court refuses to adopt a test under which a company that properly obtains available services from an affiliate through a shared services agreement, without further contacts, becomes subject to jurisdiction in the affiliate's home state.

112. Even though Jacobs and others at SCL were permitted to provide recommendations, the decisions — large and small — were ultimately made by Adelson and LVS in Las Vegas.

113. The attitude of Adelson and other LVS executives towards Jacobs' efforts to maintain independent entities could be construed as a "purposeful disregard of the subsidiary's independent corporate existence." Sonora Diamond Corp., 83 Cal. App. 4th at 542.

114. SCL's own operations in Nevada through agents (separate and apart from those agreed to under the Shared Services Agreement) are so substantial and of such a nature as to render it essentially at home in Nevada even though it is not incorporated in Nevada and does not have casino operations in Nevada. Jacobs and other SCL executives routinely conduct business in Nevada. All major decisions were made in Nevada on behalf of SCL, including contracts for the purchase of good and services.

115. The activities of LVS employees – as SCL's agents outside of the Shared Services Agreement were continuous and significant enough to render SCL "at home" in Nevada.

116. Jacobs argues that LVS exercised control over SCL from Las Vegas. While the separate corporate identities of LVS and SCL cannot be ignored, the actions of those on behalf of SCL in Nevada are important to the jurisdictional analysis.

117. The evidence demonstrates that Adelson, in his capacity as SCL's Chairman, and Leven, as Acting CEO, controlled SCL from Las Vegas. Both were in Las Vegas transacting business for SCL with the knowledge and apparent consent of the Board of SCL. While Leven

was special advisor and acting CEO his SCL business cards showed Nevada as his contact location for SCL. The same was true of Mr. Adelson.

118. In Daimler AG, the Court explained that the general jurisdiction test the Due Process Clause requires—which limits all-purpose jurisdiction to the forums where the corporation is "at home"—raises a simple question that can be "resolved expeditiously at the outset of the litigation" without the need for "much in the way of discovery." 134 S.Ct. at 762 n.20. The complicated and intensely fact-specific arguments demonstrate the uniqueness of this case.

119. This is the "exceptional case" where "a corporation's operations in a forum other than its formal place of incorporation or principal place of business [are] so substantial and of such a nature as to render the corporation at home in that State." Daimler AG, 134 S.Ct. at 761 n.19. In deciding whether this test is met, the "inquiry does not 'focu[s] solely on the magnitude of the defendant's in-state contacts.'" *Id.* at 762 n.20. "General jurisdiction instead calls for an appraisal of a corporation's activities in their entirety, nationwide and worldwide." *Id.*

120. Taken alone SCL's purchases of goods and services from entities headquartered in Nevada, including LVS, for use in Macau do not provide a basis for concluding that SCL was "at home" in Nevada.

121. SCL had the right to control how LVS employees performed the services on SCL's behalf; the Board apparently did not exercise that right to control, but deferred to the Chairman and Special Adviser.

122. The actions LVS employees undertook in Nevada as SCL's agent, when compared to SCL's activities in their entirety, were "so substantial and of such a nature" that SCL should be deemed to be "at home" in Nevada.

123. Based upon the governing law, and all of the evidence presented in the record, the Court finds that based upon the conduct of LVS acting as SCL's agent, SCL is subject to general jurisdiction in Nevada. The evidence is sufficient to support this finding by a preponderance of the evidence without considering the adverse evidentiary inference imposed by the Court's March 6, 2015 Order.

124. The activities of LVS employees – as SCL agents outside of the Shared Services Agreement – were continuous and significant enough to render SCL "at home" in Nevada.

125. A review of Exhibit 887A and the adverse inference imposed by the Court's March 6, 2015 Order, the Court finds that SCL has failed to rebut the inference that each of the documents improperly redacted[28] under the MPDPA contradict SCL's denials of personal jurisdiction and support Jacobs' assertion of personal jurisdiction over SCL.[29] These inferences simply provide additional evidentiary support for the Court's conclusions.

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[28] The redactions made to the documents – eliminating all names and other identifying information about identities – casts doubt as to fairness and thoroughness of the entire search, vetting and production process. Because many of the search terms were in fact names, the veracity and completeness of the search cannot be tested against the documents that were flagged for production as SCL has made it impossible for Jacobs to know the identity of any of the names in the redacted documents. Thus, because several of the search terms are in fact names of people, the search terms themselves are redacted. Such a process is ripe for abuse and fails to meet the standards of fairness for discovery in a Nevada court. Because in many instances the actual search terms are redacted, Jacobs cannot himself even run searches against the redacted documents. Adelson himself confirmed that redacted documents are effectively useless in terms of evidentiary value, particularly emails since those contain the identity of the sender, recipient and other names, all of which SCL has redacted and made inaccessible.

[29] Exhibit 887A contains the remaining redacted documents for which replacement copies have not been produced. A review of those documents demonstrates that the activities of SCL and LVS were assisted by use of a Macau shared drive, "the M drive", hosted in Las Vegas. While the degree of redactions prevents the Court from identifying the individuals involved in the discussions, (SCL00182755) the existence of that shared drive is additional evidence of the level of activity in Nevada and control of its agent that SCL could, if it chose, exercise.

SPECIFIC JURISDICTION

126. A court will find a defendant subject to specific jurisdiction where:

> (1) the defendant purposefully avails himself of the privilege of serving the market in the forum or of enjoying the protection of the laws of the forum, or where the defendant purposefully establishes contacts with the forum state and affirmatively directs conduct toward the forum state, and (2) the cause of action arises from that purposeful contact with the forum or conduct targeting the forum.

Arbella Mut. Ins. Co., 122 Nev. at 513, 134 P.3d at 712-13.

127. "[A] plaintiff may establish personal jurisdiction over a nonresident defendant "by attributing the contacts of the defendant's agent with the forum to the defendant". Trump, 109 Nev. 687 at 694 (1993).

128. "Corporate entities are presumed separate. And thus, indicia of mere ownership are not alone sufficient to subject a parent company to jurisdiction based upon its subsidiary's contacts." Viega at 1158.

129. "[T]he control at issue must not only be of a degree 'more pervasive than . . . . common features' of ownership, '[i]t must veer into management by the exercise of control over the internal affairs of the subsidiary and the determination of how the company will be operated on a day-to-day basis,' such that the parent has 'moved beyond the establishment of general policy and direction for the subsidiary and in effect taken over performance of the subsidiary's day-to-day operations in carrying out that policy." Viega at 1159.

130. Specific jurisdiction is proper only "where the cause of action arises from the defendant's contacts with the forum." Dogra v. Liles, 129 Nev. Adv. Rep. 100, 314 P.3d 952, 955 (2013). "Nevada may exercise specific jurisdiction over a nonresident defendant if the defendant 'purposefully avails' himself or herself of the protections of Nevada's laws, or purposefully directs

her conduct towards Nevada, and the plaintiff's claim actually arises out from that purposeful conduct." *Id.*

131. Where "separate claims are pled, specific personal jurisdiction must independently exist for each claim and the existence of personal jurisdiction for one claim will not provide the basis for another claim." Wright & Miller, 5B Fed. Prac. & Proc. Civ. § 1351, at 46 n.30. Jacobs has met his burden of showing specific jurisdiction with respect to each of his claims against SCL.

Breach of Contract

132. Jacobs claims that he performed the services of SCL's CEO pursuant to an employment agreement with the parent, LVS. Evidence adduced at the evidentiary hearing appears to support a claim that the Term Sheet was later assigned and assumed by SCL as part of the IPO. The assignment and assumption of a contract from a Nevada company subjects SCL to jurisdiction for a dispute stemming from that contract and the services provided under it. Since Jacobs would be subject to suit in Nevada pursuant to that agreement, SCL is similarly subject to suit in Nevada by having assumed the obligations that flow from that agreement.

133. The fact that the Term Sheet was negotiated and agreed to in Nevada would further subject SCL to personal jurisdiction here due to the conduct of SCL's incorporator, LVS. Newly-formed legal entities are subject to personal jurisdiction in the forum where the entity's promoter enters into contracts, which the legal entity later ratifies and accepts.

134. Jacobs failed to show specific jurisdiction over his breach of contract claim against SCL. In a breach of contract case, the factors courts typically consider in deciding whether there is specific jurisdiction include the degree to which the defendant does business in the state, whether the contract chooses the law of the forum state, and whether contract duties

were to be performed in the forum. *See* Consulting Engineers Corp. v. Geometric Ltd., 561 F.3d 273, 278 (4th Cir. 2009).

135. In Burger King, the U.S. Supreme Court emphasized the "need for a highly realistic approach that recognizes that a contract is ordinarily but an intermediate step serving to tie up prior business negotiations with future consequences which themselves are the real object of the business transaction." 471 U.S. at 479. "It is these factors—prior negotiations and contemplated future consequences, along with the terms of the contract and the parties' actual course of dealing—that must be evaluated in determining whether the defendant purposefully established minimum contacts within the forum. "*Id.*

136. Here, all of these factors demonstrate that there is specific jurisdiction over Jacobs's breach of contract claim. The negotiations, consequences, terms, and parties' course of dealing arising from the option grant are all primarily connected to Nevada. The facts related to the termination are intimately related to the breach of the option grant.

137. A nonresident company may subject itself to jurisdiction by accepting the benefits of an employment agreement.

138. The use of correspondence and telephone calls to forum-based offices during contract negotiations are examples of the sort of contact that can give rise to jurisdiction.

139. Jacobs has sued SCL for failure to honor the award of options to him, a claim that grows directly out of his services provided to SCL pursuant to the Term Sheet with LVS. SCL purposefully availed itself of the laws of Nevada by accepting the services of Jacobs' pursuant to the Nevada-based Term Sheet. When accepting the benefits that Jacobs was providing pursuant to a Nevada contract, SCL could reasonably foresee being hailed into a Nevada court should a dispute arise related to terms of his employment under the Nevada contract.

140. The Share Option Agreement was offered to Jacobs for the services he provided to SCL pursuant to the Term Sheet.

141. The Share Option Grant and the Term Sheet are intertwined and interrelated. The Share Option Grant was made in fulfillment of the terms and conditions of the Term Sheet.

142. Adelson, Leven, and other LVSC executives participated in the decision to extend the Share Option Grant. This process involved a number of emails and calls to and from Nevada to resolve the terms of the options and SCL's executive stock option plan.

143. Jacobs alleges that the decision to breach the Share Option Grant was made by Adelson and LVS executives from Nevada. Jacobs' breach of contract cause of action arises from this action within the forum.

144. The parties' disputes as to whether Jacobs engaged in certain activities outside of Nevada, and whether he then reported those activities to the Chairman in Nevada – disputes that also go to the merits of the case – affect the basic conclusion that Jacobs claim arose in Nevada.

145. The acts of employees of LVS as agent of SCL related to compensation and termination of Jacobs and SCL's assumption of the Nevada negotiated Term Sheet support the conclusion that specific jurisdiction is appropriate over the breach of contract claim.

146. Where the Court has personal jurisdiction over one contract, the court may exercise jurisdiction over intimately related contracts even though the parties are not identical.

Conspiracy and Aiding and Abetting

147. The jurisdictional analysis for aiding and abetting is similar to the jurisdictional assessment for conspiracy claims.

148. The elements of jurisdiction for either conspiracy or aiding and abetting are:

(1) a conspiracy . . . existed;
(2) the defendant was a member of that conspiracy;

(3) a substantial act or substantial effect in furtherance of the conspiracy occurred in the forum state;
(4) the defendant knew or had reason to know of the act in the forum state or that acts outside the forum state would have an effect in the forum state; and
(5) the act in, or effect on, the forum state was a direct and foreseeable result of the conduct in furtherance of the conspiracy.

Carsanaro v. Bloodhound Techs., Inc., 65 A.3d 618, 636 (Del. Ch. 2013).

149. Jacobs has presented sufficient evidence to show jurisdiction over SCL on his conspiracy and aiding and abetting claims.

150. While wearing their SCL "hats," Adelson and Leven formulated the strategy to terminate Jacobs. Many of their own acts, purportedly done on behalf of SCL, were undertaken within Nevada.

151. To carry out the plan, they utilized the services of LVS employees within Nevada to draft press releases, obtain the SCL Board's "approval" after the decision had been made, and handle other legal matters related to the termination so that Jacobs would not discover his looming termination.

152. These were substantial acts in furtherance of Jacobs' firing and would give rise to jurisdiction over SCL had SCL taken these acts within the forum. SCL knew of LVS's acts in the forum to complete Jacobs' termination and assented to them.

153. The acts in Nevada, and the effects felt therein, were directly foreseeable and attributable to the alleged conspiracy.

154. Jacobs' causes of action for conspiracy and aiding and abetting arise directly out of SCL's and its co-conspirators' purposeful contact with the forum and conduct targeting the forum.

155. The evidence has shown that SCL purposefully directed its conduct towards Nevada.

156. The acts of LVS and SCL related to Jacobs alleged wrongful termination support the conclusion that specific jurisdiction is appropriate over the Aiding and Abetting Tortious Discharge in Violation of Public Policy and Civil Conspiracy related to Tortious Discharge in Violation of Public Policy claims.

Defamation

157. A corporation can be liable for the defamatory statements of its executives acting within the scope of their authority.

158. Jacobs has presented sufficient evidence that Adelson's statements are attributable not only to himself, but also SCL.

159. Jacobs' cause of action arises out of Adelson's statement that he made and published in Nevada concerning Jacobs' claims in Nevada.

160. "In judging minimum contacts, a court properly focuses on 'the relationship among the defendant, the forum, and the litigation.'" Keeton v. Hustler Magazine, Inc., 465 U.S. 770, 775 (1984). "The victim of a libel, like the victim of any other tort, may choose to bring suit in any forum with which the defendant has certain minimum contacts . . . such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice." Id. at 780-81. The reputation of a libel victim may suffer harm outside of his or her home state. Id. at 777. Defamatory statements hurt the target of the statement and the readers of the statement. Id. at 776.

161. Specific jurisdiction over SCL on Jacobs defamation claim hinges on his assertion that Adelson was speaking not only for himself and LVS, but also for SCL, when he made the allegedly defamatory statement. Adelson's inconsistent testimony on this issue during the evidentiary hearing provides substantial evidentiary support for Jacobs allegations.

162. The fact that Mr. Adelson's statement was published in Nevada through *The Wall Street Journal* is enough to support specific jurisdiction over SCL.

Reasonableness

163. "Whether general or specific, the exercise of personal jurisdiction must also be reasonable." Emeterio v. Clint Hurt and Associates, Inc., 967 P.2d 432, 436 (Nev. 1998)

164. Once the first two prongs of specific jurisdiction have been established, (purposeful availment/direction and that the cause of action arises from that purposeful contact/targeting the forum) "the forum's exercise of jurisdiction is *presumptively reasonable.* To rebut that presumption, a defendant 'must present a *compelling* case' that the exercise of jurisdiction would, in fact, be unreasonable." Roth v. Garcia Marquez, 942 F.2d 617, 625 (9th Cir. 1991).

165. Courts look at a number of factors to analyze whether exercising jurisdiction would be reasonable, including:

> (1) the burden on the defendant of defending an action in the foreign forum,
> (2) the forum state's interest in adjudicating the dispute,
> (3) the plaintiff's interest in obtaining convenient and effective relief,
> (4) the interstate judicial system's interest in obtaining the most efficient resolution of controversies, and
> (5) the shared interest of the several States in furthering fundamental substantive social policies.

967 P.2d 432, 436 (1998).

166. Application of these factors confirms that it is reasonable to require the SCL to litigate this contract dispute in Nevada.

167. SCL will not suffer any burden defending this action in Nevada. The evidence indicates that SCL utilized LVS for substantial activities related to the issues involved in the allegations related to the merits of this matter. SCL's executives routinely travel to Nevada and

conduct business in Nevada on a systematic and continuous bases. Continuing contacts with the forum indicate that litigating in Nevada do not constitute a burden. Roth, 942 F.2d at 623. "[U]nless such inconvenience is so great as to constitute a deprivation of due process, it will not overcome clear justifications for the exercise of jurisdiction." *Id.*

168. Nevada has an interest in resolving disputes over contracts and torts that center upon Nevada and relate to activities in the forum. Although a non-resident, Jacobs has an interest in obtaining convenient and effective relief. SCL cannot plausibly argue that it would be more convenient for Jacobs to litigate outside of the United States. *See id.* at 624.

169. The interstate – and global – judicial systems' interest in efficient resolution weighs in favor of exercising jurisdiction. This matter has been pending in Nevada courts for almost five years. Judicial economy would be served by continuing this litigation in Nevada. Significant time and judicial resources of the Court and the parties will have been wasted if Jacobs is required to reinstate this litigation in another forum. The social policies implicated by claims of wrongful termination in violation of public policy militate in favor of retaining jurisdiction.

170. SCL has not made a compelling case that exercising jurisdiction over it would be unreasonable.

171. While Nevada civil litigation rules are likely to impose obligations on SCL that are in tension with SCL's obligations under the foreign law of the jurisdiction where it operates, including its obligations under the Macau Personal Data Privacy Act, the free flow of information that occurred between SCL and LVS prior to the litigation ameliorate that concern.

Adverse Inference

172. Without taking into consideration the adverse evidentiary inferences imposed by the Court's March 6, 2015 Order, Jacobs has established specific personal jurisdiction over each of his claims against SCL by a preponderance of the evidence.

173. If the Court were to consider the adverse evidentiary inference imposed by the Court's March 6, 2015, the case for exercising specific jurisdiction is even stronger. ??????

C. TRANSIENT JURISDICTION

174. In Burnham v. Superior Court of California, 495 U.S. 604, 619 (1990), the United States Supreme Court reaffirmed the principle that "jurisdiction based on physical presence alone constitutes due process" and that it is "fair" for a forum to exercise jurisdiction over anyone who is properly served within the state.

175. Nevada has adopted the in-state service rule for non-resident defendants. *See* NRS 14.065(2). The Nevada Supreme Court has held that "[i]t is well-settled that personal jurisdiction may be asserted over an individual who is served with process while present within the forum state." Cariaga v. Eighth Judicial Dist. Court of State, 104 Nev. 544, 762 P.2d 886, 887 (1988). It also noted that "[t]he doctrine of 'minimum contacts' evolved to extend the personal jurisdiction of state courts over non-resident defendants; it was never intended to limit the jurisdiction of state courts over persons found within the borders of the forum state." *Id.*

176. Leven was served with process while in Nevada acting as SCL's CEO and while carrying out SCL's business from the office identified on his SCL business card. He was not served with process during a temporary or isolated trip. To the contrary, he was served with process in the state where SCL had duly authorized him to serve as CEO. Accordingly, due

process is satisfied and even if other basis for jurisdiction did not exist, this Court may exercise jurisdiction over SCL on the basis of transient jurisdiction.

177. The Nevada Supreme Court instructed this Court to consider whether there was transient jurisdiction over SCL if it concluded that there was no general jurisdiction. It is undisputed that Jacobs served his complaint on Leven, who was then SCL's Acting CEO, while he was in Nevada.

178. Serving a complaint on a senior officer of a corporation in the forum without more does not confer jurisdiction over the corporation.

179. While the U.S. Supreme Court held in Daimler AG that it violates due process to exercise general jurisdiction over a foreign corporation based solely on the fact that its agent is present and doing business on behalf of the foreign corporation in the forum, the significant business being done on behalf of SCL by Leven with SCL's knowledge and consent supports transient jurisdiction.

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

IV.

ORDER

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

Defendant Sands China Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, or in the Alternative, Plaintiff's Failure to Join an Indispensable Party is denied.

Dated this 22nd day of May, 2015

ELIZABETH GONZALEZ
District Court Judge

Certificate of Service

I hereby certify, that on the date filed, this Order was served on the parties indentified on Wiznet's e-service list.

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

Randall Jones (Kemp Jones Coulthard)

Steve Morris (Morris Law)

James J. Pisanelli, Esq. (Pisanelli Bice)

Dan Kutinac

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN JACOBS, Plaintiff(s), vs LAS VEGAS SANDS CORP, ET AL, Defendants.	**Case No.** 10 A 627691 **Dept. No.** XI

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CLERK OF THE COURT

ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL AND CALENDAR CALL

IT IS HEREBY ORDERED THAT:

A. The above entitled case is set to be tried to a jury on **October 14, 2015 at 9:00a.m.**

B. The calendar call will be held pursuant to EDCR 2.69[1] on **October 12, 2015 at 9:00a.m.**

[1] **Rule 2.69. Calendar call.**

(a) Unless otherwise directed by the court, trial counsel must bring to calendar call:

(1) All exhibits already marked by counsel for identification purposes.

(2) Typed exhibit lists with all stipulated exhibits marked as admitted.

(3) Jury instructions in 2 groups: the agreed upon set and the contested set. The contested instructions must contain the name of the party proposing the same and the citations relied upon for authority.

(4) Proposed voir dire questions.

(5) Original depositions.

(6) A list of equipment needed for trial which is not usually found in the courtroom, i.e., overhead, VCR and monitor, view box, etc. At calendar call the court or its designee will inform counsel if such equipment is available in house or if counsel must procure the same and bring to the courtroom.

(7) Courtesy copies of legal briefs on trial issues. Originals must be filed and a copy served on opposing counsel at or before the close of trial.

C. The Final Pre-Trial Conference pursuant to EDCR 2.68[2] will be held with the designated will be held on **September 18, 2015 at 9:00am.** Parties must disclose 48 hours prior to the Final Pre-Trial Conferences and bring to the Final Pre-Trial Conferences the following:

(1) Typed exhibit lists;

(2) All exhibits already marked by counsel for identification purposes.

(3) List of depositions;

(4) List of equipment needed for trial, including audiovisual equipment;[3] and

(5) Courtesy copies of any legal briefs on trial issues.

(6) Demonstrative Exhibits[4]

(7) Power Points to be used in Opening Statements

D. The Joint Pre-Trial Memorandum must be filed no later than **September 17, 2015**, with a courtesy copy delivered to Department XI. All parties, (Attorneys and parties in proper person) **MUST** comply with **All REQUIREMENTS** of NRCP 16.1a(3)[5], E.D.C.R. 2.67[6], 2.68 and 2.69.

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[2] That rule provides in pertinent part:

Rule 2.68. Final pre-trial conference.

* * *

(b) At the pre-trial conference, the court may consider the following subjects:
(1) Prospects of settlement.
(2) Use of depositions at trial in lieu of live testimony.
(3) Time required for trial.
(4) Alternate methods of dispute resolution.
(5) Readiness of case for trial.
(6) Any other matters.

(c) The pre-trial conference must be attended by designated trial counsel who are knowledgeable and prepared for such conference. Should the designated trial counsel fail to appear at the pre-trial conference or to comply with this rule, an ex parte hearing may be held and judgment of dismissal or default or other appropriate judgment entered or other sanctions imposed.

[3] If counsel anticipate the need for audio visual equipment during the trial, a request must be submitted to the District Courts AV department following the calendar call. You can reach the AV Dept at 671-3300 or by e-mail at CourtHelpDesk@ClarkCountyCourts.us.

[4] This deadline does not apply to a demonstrative exhibit intended to illustrate a single witness's testimony or utilized solely during Opening Statement or Closing Argument.

[5] NRCP 16.1(a)(3) provides in pertinent part:

Counsel should include in the Memorandum an identification of orders on all motions in limine or motions for partial summary judgment previously made, a summary of any anticipated legal issues

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(3) Pretrial Disclosures. In addition to the disclosures required by Rule 16.1(a)(1) and (2), a party must provide to other parties the following information regarding the evidence that it may present at trial, including impeachment and rebuttal evidence:

(A) The name and, if not previously provided, the address and telephone number of each witness, separately identifying those whom the party expects to present, those witnesses who have been subpoenaed for trial, and those whom the party may call if the need arises;

(B) The designation of those witnesses whose testimony is expected to be presented by means of a deposition and, if not taken stenographically, a transcript of the pertinent portions of the deposition testimony; and

(C) An appropriate identification of each document or other exhibit, including summaries of other evidence, separately identifying those which the party expects to offer and those which the party may offer if the need arises.

Unless otherwise directed by the court, these disclosures must be made at least 30 days before trial. Within 14 days thereafter, unless a different time is specified by the court, a party may serve a list disclosing (i) any objections to the use under Rule 32(a) of a deposition designated by another party under subparagraph (B), and (ii) any objection, together with the grounds therefor, that may be made to the admissibility of materials identified under subparagraph (C). Objections not so disclosed, other than objections under NRS 48.025 and 48.035, shall be deemed waived unless excused by the court for good cause shown.

[6] That rule provides in pertinent part:

Rule 2.67. Meetings of counsel before calendar call or final pretrial conference; pretrial memorandum.

(a) Prior to any calendar call or final pretrial conference, the designated trial attorneys for all the parties must meet together to exchange their exhibits and lists of witnesses, and arrive at stipulations and agreements, all for the purpose of simplifying the issues to be tried. The plaintiff must designate the time and place of the meeting which must be within Clark County, unless the parties agree otherwise. At this conference between counsel, all exhibits must be exchanged and examined and counsel must also exchange a list of the names and addresses of all witnesses, including experts, to be called at the trial. The attorneys must then prepare a joint pretrial memorandum which must be served and filed not less than 15 days before the date set for trial. If agreement cannot be reached, a memorandum must be prepared separately by each attorney and so submitted. A courtesy copy of each memorandum must be delivered to the court at the time of filing.

(b) The pretrial memorandum must be as concise as possible and must state the date the conference between the parties was held, the persons present, and include in numerical order the following items:

(1) A brief statement of the facts of the case.

(2) A list of all claims for relief designated by reference to each claim or paragraph of a pleading and a description of the claimant's theory of recovery with each category of damage requested.

(3) A list of affirmative defenses.

(4) A list of all claims or defenses to be abandoned.

(5) A list of all exhibits, including exhibits which may be used for impeachment, and a specification of any objections each party may have to the admissibility of the exhibits of an opposing party. If no objection is stated, it will be presumed that counsel has no objection to the introduction into evidence of these exhibits.

(6) Any agreements as to the limitation or exclusion of evidence.

(7) A list of the witnesses (including experts), and the address of each witness which each party intends to call. Failure to list a witness, including impeachment witnesses, may result in the court's precluding the party from calling that witness.

(8) A brief statement of each principal issue of law which may be contested at the time of trial. This statement shall include with respect to each principal issue of law the position of each party.

(9) An estimate of the time required for trial.

(10) Any other matter which counsel desires to bring to the attention of the court prior to trial.

remaining, a brief summary of the opinions to be offered by any witness to be called to offer opinion testimony as well as any objections to the opinion testimony.

E. All pretrial motions, however styled, will be filed in compliance with EDCR 2.20[7] and 2.27[8] unless those requirements are specifically modified in this Order. All dispositive motions must be in writing and filed no later than **August 7, 2015**. Orders shortening time will not be signed except in extreme emergencies.

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[7] That rule provides in pertinent part:

Rule 2.20. Motions; contents; responses and replies; calendaring a fully briefed matter.

(a) Unless otherwise ordered by the court, papers submitted in support of pretrial and post-trial briefs shall be limited to 30 pages, excluding exhibits. Where the court enters an order permitting a longer brief or points and authorities, the papers shall include a table of contents and table of authorities.

(b) All motions must contain a notice of motion setting the same for hearing on a day when the district judge to whom the case is assigned is hearing civil motions in the ordinary course. The notice of motion must include the time, department, and location where the hearing will occur.

(c) A party filing a motion must also serve and file with it a memorandum of points and authorities in support of each ground thereof. The absence of such memorandum may be construed as an admission that the motion is not meritorious, as cause for its denial or as a waiver of all grounds not so supported.

* * *

[8] That rule provides in pertinent part:

Rule 2.27. Exhibits.

(a) Exhibits that are submitted to the court that are in excess of 10 pages in length must be numbered consecutively in the lower right-hand corner of the document. Exhibits shall be separated by sheets with the identification "Exhibit ____" centered in the separator page in 24-point font or larger.

(b) Where the exhibits to be submitted are collectively in excess of 100 pages, the exhibits must be filed as a separate appendix and must include a table of contents identifying each exhibit and the numbering sequence of the exhibits.

(c) Unless otherwise ordered by the court, exhibits that are in a format other than documents that can be scanned may not be filed in support of pretrial and post-trial briefs. Where the court enters an order permitting the filing of non-documentary exhibits in support of pretrial and post-trial briefs which contain audio or video information, the filing must be filed with a captioned cover sheet identifying the exhibit(s) and the document(s) to which it relates and be accompanied by a transcript of the contents of the exhibit.

(d) Oversized exhibits shall be reduced to eight and one-half inches by eleven inches (8.5" × 11") unless otherwise permitted by the court or unless such reduction would destroy legibility. An oversized exhibit that cannot be reduced shall be filed manually and separately with a captioned cover sheet identifying the exhibit and the document(s) to which it relates.

F. All motions in limine must be filed in compliance with EDCR 2.47[9] and filed no later than **August 14, 2015. Orders shortening time will not be signed except in extreme emergencies**.

G. Counsel shall meet, review, and discuss the proposed jury questionnaire. Counsel will submit in Word format the joint proposed jury questionnaire on or before **September 11, 2015** or if no agreement has been reached the competing versions in Word format on or before September 13, 2015. The Court will freely grant requests for inclusion of questions by the Parties. Upon submission of the proposed jury questionnaire, the Court will review the jury questionnaire and will make any appropriate modifications. A hearing will be held on any objections to the jury questionnaire on **September 14, 2015 at 9:00 a.m.**

H. All original depositions anticipated to be used in any manner during the trial must be delivered to the clerk prior to the final Pre-Trial Conference. If deposition testimony is anticipated to be used in lieu of live testimony, a designation (by page/line citation) of the portions of the testimony to be offered must be filed and served by facsimile or hand, two (2) judicial days prior to the final Pre-Trial Conference. Any objections or counterdesignations (by page/line citation) of testimony must be filed and served by facsimile or hand, one (1) judicial day prior to the final Pre-Trial Conference commencement. Counsel shall advise the clerk prior to publication.

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[9] That rule provides in pertinent part:

Rule 2.47. Motions in limine. Unless otherwise provided for in an order of the court, all motions in limine to exclude or admit evidence must be in writing and filed not less than 45 days prior to the date set for trial and must be heard not less than 14 days prior to trial.

(a) The court may refuse to sign orders shortening time and to consider any oral motion in limine and any motion in limine which is not timely filed or noticed.

(b) Motions in limine may not be filed unless an unsworn declaration under penalty of perjury or affidavit of moving counsel is attached to the motion setting forth that after a conference or a good-faith effort to confer, counsel have been unable to resolve the matter satisfactorily. A "conference" requires a personal or telephone conference between or among counsel. 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. If a personal or telephone conference was not possible, the declaration/affidavit shall set forth the reasons.

I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits. All exhibits must comply with EDCR 2.27. Two (2) sets must be three hole punched placed in three ring binders along with the exhibit list. The sets must be delivered to the clerk prior to the final Pre-Trial Conference. Any demonstrative exhibits including exemplars anticipated to be used must be disclosed prior to the calendar call. Pursuant to EDCR 2.68, at the final Pre-Trial Conference, counsel shall be prepared to stipulate or make specific objections to individual proposed exhibits. Unless otherwise agreed to by the parties, demonstrative exhibits are marked for identification but not admitted into evidence.

J. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be included in the Jury Notebook. Pursuant to EDCR 2.68, at the final Pre-Trial Conference, counsel shall be prepared to stipulate or make specific objections to items to be included in the Jury Notebook.

K. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to the jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall provide the Court, at the final Pre-Trial Conference, an agreed set of jury instructions and proposed form of verdict along with any additional proposed jury instructions with an electronic copy in Word format.

L. In accordance with EDCR 7.70, counsel shall file and serve by facsimile or hand, two (2) judicial days prior to the final Pre-Trial Conference, follow up Voir Dire to Jury Questionnaire responses proposed to be conducted pursuant to conducted pursuant to EDCR 2.68.

Failure of the designated trial attorney or any party appearing in proper person to appear for any court appearances or to comply with this Order shall result in any of the following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or any other appropriate remedy or sanction.

Counsel is required to advise the Court immediately when the case settles or is otherwise resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate whether a Scheduling

Order has been filed and, if a trial date has been set, the date of that trial. A copy should be given to Chambers.

Dated this 26th day of May, 2015.

Elizabeth Gonzalez, District Court Judge

Certificate of Service

I hereby certify, that on the date filed, this Order was served on the parties identified on Wiznet's e-service list.

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

Randall Jones (Kemp Jones Coulthard)

Steve Morris (Morris Law)

James J. Pisanelli, Esq. (Pisanelli Bice)

Dan Kutinac