

# Control

Mike Leven testified that it would be impossible to run the day-to-day operations from Las Vegas, 7,000 miles away.

April 22, 2015 Hearing Transcript 283:8-12

“How can any human being sit in Las Vegas and operate twenty-five, 30,000 employees in Macau? It’s an 8,000-mile jaunt. And there’s no way any one person can operate an 8,000-mile away property.”

April 28, 2015 Hearing Transcript 59:3-6



# Control

**Chairman of the Board's involvement while in Nevada in some company decisions, such as:**

- Design
- Hiring upper level officers
- General strategies

# Control

Chairman of the Board's involvement while in Nevada in some company decisions, such as:

- Design
- Hiring upper level officers
- General strategies

**Does Not  
Create the  
Basis For  
Jurisdiction**





## Jacobs Ran Day to Day Operations From Macau

Steve was clearly the guy running Macau, and Mike was very supportive of Steve having autonomy, complete control of Macau.

April 30, 2015 Hearing Transcript 120:17-19



# Control

To: Jacobs, Steve [mailto:steve.jacobs@venetian.com.mt]  
From: Leven, Michael  
Sent: Fri 2/12/2010 6:02:03 AM  
Subject: FW: Jacobs goal for 2010

-----Original Message-----  
From: David Turnbull [mailto:dnt@capicboston.com]  
Sent: Wednesday, February 10, 2010 11:44 PM  
To: Leven, Michael; Siegel, Irwin  
Cc: Bruce Iain; Jeffrey Schwartz  
Subject: RE: Jacobs goal for 2010

Well put indeed

-----Original Message-----  
From: Leven, Michael [mailto:Mike.Leven@venetian.com]  
Sent: Thursday, February 11, 2010 1:18 AM  
To: David Turnbull; Siegel, Irwin  
Cc: Bruce Iain; Jeffrey Schwartz  
Subject: RE: Jacobs goal for 2010

Steve and I will set goals for 2010 shortly. There is no question as to Steve's performance. The time hit has helped his arrival and not only saved the passengers he saved the ship.

-----Original Message-----  
From: David Turnbull [mailto:dnt@capicboston.com]  
Sent: Tuesday, February 09, 2010 6:05 PM  
To: Siegel, Irwin  
Cc: Leven, Michael; Jeffrey Schwartz; Leven, Michael  
Subject: RE: Jacobs goal for 2010

My fault, I should have raised that yesterday. I understand that these goals have not yet been set. I not aware that any formal goals were set for 2009 although even from my brief experience of the company I believe it is easy to make a very positive assessment of Steve's performance last year.  
How do we you want to proceed on this?

-----Original Message-----  
From: Siegel, Irwin [mailto:irwin.siegel@venetian.com]  
Sent: Wednesday, February 10, 2010 3:44 AM  
To: David Turnbull  
Cc: Bruce Iain; Jeffrey Schwartz; Leven, Mike  
Subject: Jacobs goal for 2010

Do we need to have copy of Jacobs goals in order to determine % of bonus earned in 2010?

Irwin Siegel  
Cell 408.272.1822  
Home 408.447.0701  
NC 828.526.1733

Plaintiff Ex.447\_00001

Plaintiff Ex



# Control

To: Jacobs, Steve [mailto:steve.jacobs@venetian.com.mo]  
From: Leven, Michael  
Sent: Fri 2/12/2010 6:02:03 AM  
Subject: FW: Jacobs goal for 2010

-----Original Message-----

Steve and I will set goals for 2010 shortly there is no question as to steves performance the titanic hit the iceberg he arrived and not only saved the passengers he saved the ship

-----Original Message-----  
From: David Turnbull [mailto:dturnbull@pacificbask.com]  
Sent: Monday, February 08, 2010 6:05 PM  
To: Steve Leven  
Cc: Bruce Iain, Jeffrey Schwartz; Leven, Michael  
Subject: RE: Jacobs goal for 2010

My fault, I should have raised that yesterday. I understand that these goals have not yet been set. I not aware that any formal goals were set for 2009 although even from my brief experience of the company I believe it is easy to make a very positive assessment of Steve's performance last year.

How do we you want to proceed on this?

-----Original Message-----  
From: Siegel, Irvin [mailto:irvin.siegel@venetian.com]  
Sent: Wednesday, February 10, 2010 3:44 AM  
To: David Turnbull  
Cc: Bruce Iain, Jeffrey Schwartz; Leven Mike  
Subject: Jacobs goal for 2010

Do we need to have copy of Jacobs goals in order to determine % of bonus earned in 2010?

Irvin Siegel  
Cell 404.272.1832  
Home 404.467.5701  
NC 828.528.1733

Plaintiff Ex

Plaintiff Ex.447\_00001



# Captain of the Ship





# Jacobs Controlled SCL/VML

**Numerous incidents evidence that Jacobs clearly ran SCL/VML in Macau, such as:**

- Playboy Contract
- Credit
- Japan
- Bonuses for VML employees
- Terminated thousands of employees and cut millions of dollars in costs
- Ran day-to-day operations of a 15,000+/- employee integrated hotel casino resort in Macau



# Shared Services Agreement

DATED NOVEMBER 9<sup>th</sup> 2008

LAS VEGAS SANDS CORP.

and

SANDS CHINA LTD.

## SHARED SERVICES AGREEMENT

I hereby certify that this copy documents the true and complete copy of the original and a proper, certified copy of the original dated 11/09/2008

Yan Lillian Jie  
Solemn, Board Room 348  
Sands, SOUTH AUSTIN

Sidley Austin  
3907 Two International  
8 Finance Street, Central Hong Kong  
Tel: (852) 2508 7088  
Fax: (852) 2508 3110

Our Ref: 00000  
INCHARGE

Clause	Heading	Page
1.	INTERPRETATION	4
2.	PROVISION OF PRODUCTS AND SERVICES	7
3.	TERM OF THIS AGREEMENT	8
4.	PRICING	9
5.	IMPLEMENTATION AGREEMENTS	9
6.	INTELLECTUAL PROPERTY AND EMPLOYEES	11
7.	PARENT INDEMNITY TO LISTED GROUP	12
8.	FORCE MAJEURE	12
9.	SCHEDULED PRODUCTS AND SERVICES TO PARENT GROUP	12
10.	MISCELLANEOUS PROVISIONS	13
11.	GOVERNING LAW AND JURISDICTION	15
	SCHEDULE Scheduled Products and Services	17

Plaintiff Ex.292\_00001

Plaintiff Ex.292\_00001

# Shared Services Agreement

DATED NOVEMBER 8<sup>TH</sup> 2009

**LAS VEGAS SANDS CORP.**

and

**SANDS CHINA LTD.**

**SHARED SERVICES AGREEMENT**

CONTENTS	Page
AND SERVICES	4
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ENTS	9
AND EMPLOYEES	11
TOO GROUP	12
TO SERVICES TO PARENT GROUP	12
INS	13
SOLUTION	15
ids and Services	17

Plaintiff Ex 292\_00001

Plaintiff Ex.292\_00001



# Shared Services Agreement

## **Services provided under the Shared Services Agreement:**

1. Procurement of equipment, supplies, etc.
2. Construction and design
3. Operation services
4. Transportation
5. Marketing
6. Insurance
7. Information technology
8. Legal/regulatory/compliance

# Shared Services Agreement

## 11. GOVERNING LAW AND JURISDICTION

11.1 The

11.2 Each

11.3 The

11.4 The

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.



Signed by: Steven C. Jacobs  
Title: Chief Executive Officer

For and on behalf of  
SANDS CHINA LTD.

Plaintiff Ex.292\_00008

Shared Services  
Signature Page

15

Shared Services Agreement

Plaintiff Ex.292\_00008



## Pre IPO Evidence is Irrelevant to Jurisdiction

Exhibits 4, 91, 96, 100, 112, 116, 129, 132, 139, 153 & 158 all predated the July 15, 2009 incorporation date of SCL

Exhibits 162, 165, 167, 172, 173, 175, 176, 178, 182, 183, 187, 188, 225, 238, 256, 257, 261, 267, 270, 273, 292 & 955 all predated the SCL IPO

\* Exhibits referenced above are those admitted as of 5/4/2015



# Post Jacobs Control

## Day to Day Operations / Nerve Center

- Irwin Siegel: CEO Search Comm.  
Transition Advisory Comm. = Macau
- Ed Tracy: COO all day to day  
operations = Macau
- David Sisk: CCO oversees day  
to day casino operations = Macau



## Exhibits 887 & 887A

- Plaintiffs failed to lay a proper foundation for admission of 887 & 887A
- 1% non-random sample is inadequate as foundation for remaining 99%
- Foundation offered by Plaintiff created impermissible irrebuttable presumption
- Individually admitted exhibits 1227-1290 are irrelevant to jurisdiction thus creating no presumption that the remaining 99% are relevant to jurisdiction.
- So called “control” parties (Adelson, Leven, Goldstein & Kay) are un-redacted.



# Exhibits 1227 & 1290

Exhibits 1227, 1229, 1232, 1233, 1235-1237, 1241 & 1243 all predated the July 15, 2009 incorporation date of SCL

Exhibits 1238, 1239, 1249-1263, 1266-1278 & 1280-1290 all predated the SCL IPO

Exhibits 1230, 1231, 1234, 1240, 1242, 1244-1248, 1250-1265, 1267-1271, 1273, 1275, 1277-1281, 1283, 1285, 1286 & 1288 all Shared Services related

1228 & 1245-1247 all are irrelevant to jurisdiction per Helicopteros.

\* Some categories overlap



# TRANSIENT JURISDICTION

# Transient Jurisdiction Doctrine

The Nevada Supreme Court, in ordering this evidentiary hearing, required that an analysis of transient jurisdiction must be done “**as set forth in *Cariaga v. District Court***, 104 Nev. 544, 762 P.2d 886 (1988), ....”

In *Cariaga*, the Nevada Supreme Court held that **an individual** who was not a resident of the State could be sued on matters unrelated to his contacts to Nevada because he had been served with process when he was in Nevada on vacation.

*Cariaga v. District Court*, 104 Nev. 544,  
762 P.2d 886 (1988),

**The same theory cannot be applied to a corporation.** The Ninth Circuit held that the concept of transient jurisdiction simply does not apply to a corporation and that, as a matter of federal due process, personal jurisdiction can exist only a corporation only when there is general or specific jurisdiction over it.

*Martinez v. Aero Caribbean*, 764 F.3d 1062,  
1067-69 (9<sup>th</sup> Cir. 2014)



# SPECIFIC JURISDICTION

# Legal Standard

Specific jurisdiction is proper only “where the cause of action arises from the defendant’s contacts with the forum.”

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.

*Dogra v. Liles*, 129 Nev. Adv. Rep. 100,  
314 P.3d 952, 955 (2013)



# Share Option Grant Letter

- SCL shares traded on Hong Kong exchange
- SCL Share Option Grant was not tied to the Term Sheet
- SCL Remuneration committee in Macau
- SCL Board approval in Macau
- SCL Grant signed in Macau by SCL CFO
- SCL Grant delivered in Macau to Jacobs
- AND the performance & delivery of shares would have been in Macau if NO termination

**NO PURPOSEFUL CONDUCT BY SCL DIRECTED  
TOWARDS NEVADA**

# Share Option Grant Letter

## **SANDS CHINA LTD.**

*(Incorporated in the Cayman Islands with limited liability)*  
(the "Company")

### **WRITTEN RESOLUTION OF THE REMUNERATION COMMITTEE OF THE BOARD OF DIRECTORS OF THE COMPANY (THE "COMMITTEE")**

1.1

IT IS HEREBY RESOLVED by the Committee and approved by the Independent Non-Executive Directors that the exercise price per share of each option granted hereunder shall be either the official closing price of the Company's shares as stated in the daily quotation sheet of the stock exchange of Hong Kong Limited on the date of the grant of the options or the average of the closing prices of the Company's shares as stated in the daily quotation

**1.3 IT IS HEREBY RESOLVED** by the Committee and approved by the Independent Non-Executive Directors that Mr. Jacobs be granted options to purchase 2,500,000 shares in the Company on May 11, 2010.

PAGE 1 OF 2  
WRITTEN RESOLUTION OF THE REMUNERATION COMMITTEE DATED MAY 14, 2010

Plaintiff Ex-621\_00001

Plaintiff Ex-621\_00001



## Civil Conspiracy / Aiding and Abetting Claims

One person wearing two corporate hats cannot create a conspiratorial agreement between two corporations.

*Lockwood Grader Corp. v. Bockhaus*, 270 P.2d 193, 196-97 (Colo. 1954)

Mr. Adelson testified that to the extent he and Mr. Leven made any decisions concerning SCL they were wearing their SCL hats, period.

May 1, 2015 Hearing Transcript 92:6-11

**All activities by LVSC employees related to SCL were done per the Shared Services Agreement**

**ALL PLAINTIFFS COMMENTS ABOUT GETTING  
DUCKS IN A ROW ARE IRRELEVANT**

# Civil Conspiracy / Aiding and Abetting Claims





# Defamation Claim

## Statement for you - only!

From: "Reese, Ron" </o=venetian\_resort/ou=venetian/cn=recipients/cn=reese">  
To: "Berzon, Alexandra (Alexandra.Berzon@wsj.com)" <alexandra.berzon@wsj.com>

While I have largely stayed silent on the matter to this point, the recycling of his allegations must be addressed.

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.

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.

Ron Reese  
Vice President | Communications  
Las Vegas Sands Corp.  
Phone: 702.414.3607  
ron.reese@lasvegassands.com  
www.lasvegassands.com

# Defamation Claim

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.

Q: Now, the second sentence right at the end of the second-to-the-last line it says, quote, "We have a substantial list of reasons why Steve Jacobs was fired for cause."

Let me stop you right there. Who is the "we" that you're referencing?

...

A: **"We" is just a colloquial term for collectively the company and me and all that the company and I and others could put together.**

Q: Okay. And when you say the company who are you referencing?

A: **SCL.**

May 1, 2015 Hearing Transcript 107:17– 108:08



# Defamation Claim

Instead, he has attempted to explain his termination by using outright lies and fabrications which seem to have their origins in delusion.

Q: And you remember that Mr. Pisanelli asked you who the “we” was in that second sentence?

A: **Yes.**

Q: But he didn’t ask you about the last sentence, do you remember that? He never asked you about that last sentence, did he?

A: **No**

Q: The last sentence says, quote, instead he – referring to Mr. Jacobs – has attempted to explain his termination by using outright lies and fabrications which seem to have their origins in delusion. On whose behalf was that third sentence attributed?

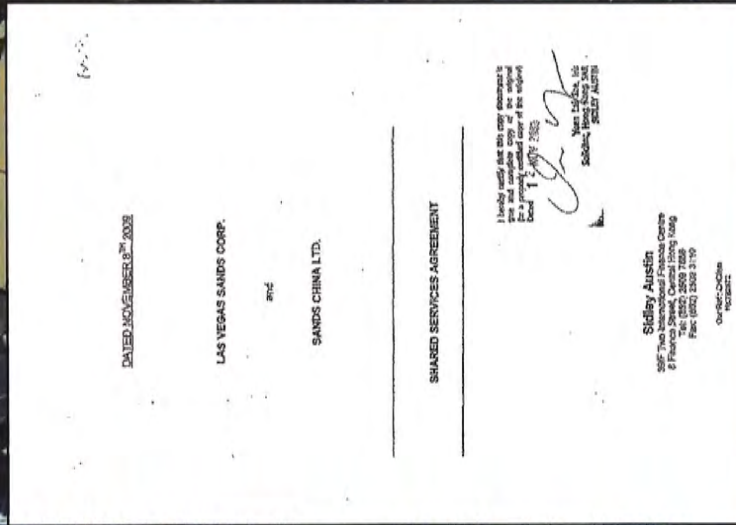
A: **On my behalf.**

May 5, 2015 Hearing Transcript 219:05– 219:17

# SCL is At Home in Macau



# SCL is NOT at Home in Las Vegas



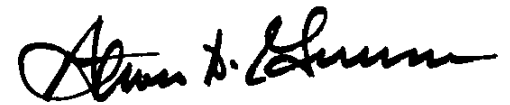


# SCL is At Home in Macau



# SCL is At Home in Macau





CLERK OF THE COURT

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

Case No.: A-10-627691

Dept. No.: XI

**PLAINTIFF STEVEN C. JACOBS'  
OBJECTION TO SANDS CHINA'S  
"OFFER OF PROOF" AND APPENDIX**

AND RELATED CLAIMS

Plaintiff Steven C. Jacobs ("Jacobs") files this objection to Sands China Ltd.'s "Offer of Proof" and Appendix.<sup>1</sup> "Offers of proof are intended to (1) fully disclose to the court and opposing counsel the nature of evidence offered for admission, but rejected, and (2) preserve the record for appellate review." *Las Vegas Convention & Visitors Auth. v. Miller*, 124 Nev. 669, 688, 191 P.3d 1138, 1150-51 (2008). An offer of proof "is not a proper substitute for the tender of evidence which has never been presented and ruled upon." *Id.* (quoting *Southern Pac. Transp. Co. v. Fitzgerald*, 94 Nev. 245, 246, 579 P.2d 1251, 1252 (1978)).

<sup>1</sup> Jacobs intends to oppose Sands China's Motion to Seal Exhibits to its Appendix.



1 Further, an offer of proof must be sufficiently detailed so that a reviewing court is not  
2 required to speculate about the nature and substance of the excluded evidence. *Burgeon v. State*,  
3 102 Nev. 43, 47, 714 P.2d 576, 579 (1986). As such, imprecise representations of counsel do not  
4 constitute a sufficient offer of proof. *See, e.g., Guy v. Chattanooga-Hamilton Cnty. Hosp. Auth.*,  
5 No. C.A. 758, 1988 WL 102775, at \*1 (Tenn. Ct. App. Oct. 7, 1988); *People v. Cobb*, No.  
6 269880, 2007 WL 2429855, at \*6 (Mich. Ct. App. Aug. 28, 2007) (unsworn “affidavit of witness”  
7 and counsel’s representations are not an adequate offer of proof). Moreover, offers of proof  
8 cannot be made after the close of all the evidence in a “last-ditch” effort to preserve the issue for  
9 appeal, as Sands China attempts here. *S. Pac. Transp. Co.*, 94 Nev. at 246, 579 P.2d at 1252.

10 Sands China’s so-called Offer of Proof – proffered after the close of the evidence – is but  
11 a conclusory statement of counsel about what witnesses might have hypothetically testified. Sands  
12 China did not offer any sworn declarations. Indeed, Sands China makes representations about the  
13 potential testimony of Mike Leven — a witnesses that *actually testified at trial and whom Sands*  
14 *China examined*. However, Sands China did not elicited the supposed testimony that it now  
15 offers. Contrary to Sands China’s attempt, offers of proof do not remedy questions that were not  
16 asked of an available witness. *See S. Pac. Transp. Co.*, 94 Nev. at 246, 579 P.2d at 1252.

17 Additionally, Sands China’s Appendix includes documents that were never disclosed as  
18 potential hearing exhibits by any party.<sup>2</sup> Sands China’s Offer of Proof also references potential  
19 witnesses that were never disclosed for the hearing or even during discovery. (*See, e.g., Offer of*  
20 *Proof at 22:13 (Craig MacGibbon).*) Sands China cannot retroactively identify documents and  
21 witnesses after the close of the evidence.

22 Finally, at the end of Sands China’s Appendix, it includes a “Table of SCL’s Relevance  
23 Objections to Exhibits 1227-1290.” Sands China wholly failed to articulate the reasons for its  
24 boilerplate “relevance” objections at the time that the Exhibits were offered into evidence. Sands  
25 China cannot object for reasons that were not presented to the trial court. *See State v. Smith*, 33

26  
27  
28 <sup>2</sup> LVS00119649; LVS00132302; LVS00207114; LVS00207318; LVS00209549;  
LVS00210826; LVS00210886; LVS00212381; LVS00215815; LVS00217668.

1 Nev. 438, 117 P. 19, 24 (1911) (“An objection to evidence on a specific ground waives other  
2 grounds.”).

3 Based upon the foregoing, Jacobs objects to Sands China’s Offer of Proof and the  
4 accompanying Appendix.

5 DATED this 8th day of May, 2015.

PISANELLI BICE PLLC

6  
7 By: /s/ Todd L. Bice  
8 James J. Pisanelli, Esq., #4027  
9 Todd L. Bice, Esq., #4534  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 8th day of May, 2015, I caused to be served via the Court's E-Filing system, true and correct copies of the above and foregoing **PLAINTIFF STEVEN C. JACOBS' OBJECTION TO SANDS CHIINA'S "OFFER OF PROOF" AND APPENDIX** properly addressed to the following:

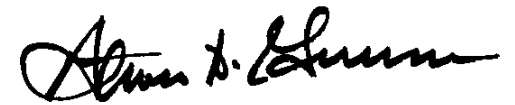
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An employee of PISANELLI BICE PLLC



CLERK OF THE COURT

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

STEVEN C. JACOBS,

Plaintiff,

v.

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

Defendants.

Case No.: A-10-627691

Dept. No.: XI

**PLAINTIFF STEVEN C. JACOBS'  
OPPOSITION TO SANDS CHINA LTD.'S  
MOTION TO SEAL EXHIBITS TO ITS  
OFFER OF PROOF**

Date: June 12, 2015

Time: Chambers

AND RELATED CLAIMS

Defendant Sands China Ltd. ("Sands China") asks this Court to seal evidence without any showing that there is a basis to seal. The Court did not permit Sands China to seal confidential documents entered into evidence at the jurisdictional hearing, and now Sands China attempts to backdoor sealed exhibits into the record through an offer of proof. However, the parties' Stipulated Confidentiality Agreement and Protective Order does not apply to trial proceedings and an offer of proof is part of the trial record. Sands China has not demonstrated compelling reasons to seal its offer of proof and its Motion to Seal should be denied.



**MEMORANDUM OF POINTS AND AUTHORITIES**

Pursuant to Rule 3(4) of the Nevada Supreme Court's Rules Governing Sealing and Redacting Court Records, "the court *may* order the court files and records . . . to be sealed . . . provided the court makes and enters written findings that the specific sealing or redaction is justified by identified ***compelling*** privacy or safety interests that outweigh the public interest in access to the court record." (emphasis added). There is a presumption in favor of public access to the court record which may only be abridged "where the public right of access is outweighed by a significant competing interest." *Howard v. State*, 128 Nev. Adv. Op. 67, 291 P.3d 137, 142 (2012). Courts have adopted this principle because trials are "at heart of the interest in ensuring the public's understanding of the judicial process and of significant public events." *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006) (internal quotations omitted).

The moving party carries the burden of demonstrating sufficient grounds for denying access. *Howard*, 128 Nev. Adv. Op. 67, 291 P.3d at 142. An agreement among the parties is not, standing alone, a sufficient basis to seal. SRCR 3(4). Although a protective order under NRCP 26(c) is a possible ground to seal, a confidentiality agreement and protective order is not, without more, a compelling reason to seal exhibits in the dispositive motion context. *See id.*

Here, Section 1 of the parties' Stipulated Confidentiality Agreement and Protective Order states, "[t]his Protective Order does not and will not govern ***any*** trial proceeding in this action but will otherwise be applicable to" other discovery or pretrial matters. (Stipulated Confidentiality Agreement and Protective Order § 1, March 22, 2012, on file) (emphasis added). The jurisdictional hearing unquestionably constituted a "trial proceeding" and Sands China's Offer of Proof will be part of the trial record. *See Warren v. State*, 121 Nev. 886, 895, 124 P.3d 522, 528 (2005) (offer of proof required to demonstrate error at trial for appellate review); *Burgeon v. State*, 102 Nev. 43, 47, 714 P.2d 576, 579 (1986) (same). Sands China has made no effort to demonstrate a "***compelling***" need to seal the exhibits to its offer of proof beyond the mere existence of a confidentiality agreement, under which it has designated almost every document as "confidential." The confidentiality agreement alone does not outweigh the public's interest in access to court records. Sands China cannot seal documents simply because they are embarrassing

1 and expose the weakness of its jurisdictional defenses. *See Foltz v. State Farm Mut. Auto. Ins. Co.*,  
2 331 F.3d 1122, 1136 (9th Cir. 2003) ("[A] litigant who might be embarrassed, incriminated, or  
3 exposed to litigation through dissemination of materials is not, without more, entitled to the court's  
4 protection....") (quotations omitted).

5 Based upon the foregoing, Jacobs respectfully requests that Sands China's Motion to Seal  
6 Exhibits to Its Offer of Proof be denied.

7 DATED this 26th day of May, 2015.

PISANELLI BICE PLLC

9 By: /s/ Todd L. Bice

10 James J. Pisanelli, Esq., #4027  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 26th day of May, 2015, I caused to be served via the Court's E-Filing system, true and correct copies of the above and foregoing **PLAINTIFF STEVEN C. JACOBS' OPPOSITION TO SANDS CHINA LTD.'S MOTION TO SEAL EXHIBITS TO ITS OFFER OF PROOF** properly addressed to the following:

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/s/ Shannon Thomas  
An employee of PISANELLI BICE PLLC

TRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\* \* \* \* \*

STEVEN JACOBS

Plaintiff

vs.

LAS VEGAS SANDS CORP., et al..

Defendants  
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CASE NO. A-627691

DEPT. NO. XI

**Transcript of  
Proceedings**

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:

PATRICIA SLATTERY  
District Court

TRANSCRIPTION BY:

FLORENCE HOYT  
Las Vegas, Nevada 89146

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



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

2 (Court was called to order)

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

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

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

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

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

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

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

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

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

4 MR. PEEK: Thank you, Dan.

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

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

11 THE COURT: What time is your flight?

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

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

14 MR. BICE: Okay. Thank you.

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

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

20 THE COURT: Okay.

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

23 THE COURT: Yes.

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



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

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

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

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

14 THE CLERK: Yes, Your Honor.

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

18 THE CLERK: Yes, Your Honor.

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

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

25 THE COURT: You may not be able to answer my

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

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

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

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

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

14 MR. RANDALL JONES: Okay.

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

16 MR. RANDALL JONES: All right. Very good.

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

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

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



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

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

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

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

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



1 THE COURT: I don't. Thank you.

2 MR. BICE: Thank you.

3 THE COURT: Mr. Randall Jones.

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

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

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

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

3 MR. RANDALL JONES: Well, it --

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

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

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

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

18 THE COURT: "Except for."

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



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

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

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

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

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

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

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

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

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

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

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

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

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



1 confidentiality, because we have a confidentiality order here,  
2 and designate which ones are confidential and which ones are  
3 highly confidential, and that's all before you get an  
4 opportunity to look at those documents and see what documents  
5 are significant or potentially important to issues in this  
6 case so that you can then sit down with the potential  
7 witnesses and prepare your witnesses for deposition. And they  
8 want to do that on half the time -- normal time in some cases  
9 and even less in others with respect to the discovery. Not to  
10 mention the fact that my client is in Macau and there's a  
11 15-hour time difference. And for me to be able to even talk to  
12 my client is extremely logistically difficult, not to mention  
13 the fact that before their deposition I would like to  
14 opportunity to probably sit down with them in person and meet  
15 with them. So all of these things make it virtually  
16 impossible for us to try to comply with this motion, let alone  
17 trying to even comply with the normal rules in a normal  
18 circumstance.

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

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

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

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

5 MR. RANDALL JONES: On the five year rule?

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

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

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

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

22 THE COURT: That's before you got hired.

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

25 THE COURT: I don't remember what statements were

1 made.

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

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

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



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

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

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

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

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

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

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

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

6           MR. MORRIS: Say it again.

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

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

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

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

14          THE COURT: Let's see how it goes.

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

17          THE COURT: Go.

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

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



1 THE COURT: It's called Maduka.

2 MR. MORRIS: Okay. Mezuka.

3 THE COURT: Maduka, with a D.

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

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

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

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

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

20 THE COURT: Maduka, with a D.

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

1 THE COURT: Comma, "except..."

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

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

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

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

18 MR. MORRIS: Okay. I don't believe the order in  
19 the CityCenter case means that this order means something  
20 other than what it says in light of what none of these  
21 unpublished addressed and which you haven't yet, either, and  
22 that is the Boren case, Boren versus City of North Las Vegas,  
23 638 P.2d 404. This is what the Supreme Court said with  
24 respect to 41(e) and the stay that it imposes. "For any  
25 period --" I'm quoting now "-- any period during which the

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

17 THE COURT: I understand.

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



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

5 THE COURT: I understand, Mr. Morris.

6 MR. MORRIS: And we need a break on this. We need  
7 you to consider what the Supreme Court has said. These  
8 unpublished decisions don't overrule Boren. We need you to  
9 consider Boren in light of the language of that August 26th,  
10 2011, order. And as we will come back and argue again  
11 shortly, as Mr. Jones said, we're filing objections and a  
12 motion to reschedule the trial date based on, among other  
13 things, arguments that are being made here this morning.  
14 We'll address this issue again. And if you put VML in this  
15 case, this is an altogether new defendant -- put Mr. Adelson  
16 aside for a moment, who only came back into this late and who  
17 has not had the opportunity to participate in any of the  
18 discovery which in your order and decision of May 28th  
19 describe as information that is intertwined with the merits.  
20 We haven't had an opportunity -- he hasn't had an opportunity  
21 to participate in that and conduct discovery. And you know  
22 from the hearing you conducted and from the arguments that  
23 have been made that the target in this case is, if it can be  
24 identified by a name, is Sheldon Gary Adelson. He deserves --  
25 and if you put VML in this case, which is not even represented

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

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

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

9 THE COURT: Thank you, Mr. Morris.

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

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

13 THE COURT: Okay. Very briefly.

14 MR. PEEK: Thank you.

15 THE COURT: How long did he go?

16 You had 22 seconds left, Mr. Morris.

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

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



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

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

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

11 THE COURT: I remember that occasion.

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

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

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

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

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

4 THE COURT: Thank you.

5 Mr. Bice, anything else?

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



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

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

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

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

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

18 THE COURT: Thank you.

19 The motion is denied as premature.

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

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

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

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

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

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

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

17           THE COURT: I'll send it. Okay. I'll copy you all.  
18 Second item --

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

21           MR. BICE: All right.

22           THE COURT: When do you get back?

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

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

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

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

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

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

15 THE COURT: Yeah, I know. But --

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

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

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

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

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

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



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

6           MR. RANDALL JONES: In the morning I've got an  
7 8:00 o'clock hearing actually -- I'm going to have to be on  
8 the phone. It's back in Massachusetts. But I'm supposed to  
9 be on the phone at 8:00 o'clock. I don't know that that's  
10 going to take very long, but I probably couldn't get here  
11 before 9:00 o'clock.

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

13          MR. MORRIS: On what day?

14          MR. PEEK: Friday.

15          THE COURT: Friday.

16          MR. PEEK: Friday, the 12th.

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

20          THE COURT: I could call it that.

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

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

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

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

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

3 THE COURT: Mr. Morris?

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

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

9 MR. BICE: I believe Mr. Adelson --

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

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

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

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

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

19 THE COURT: The Rule 16? Oh, absolutely.

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

21 THE COURT: 10:30?

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

24 THE COURT: As many as you want.

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

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

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

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

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

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

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

25 THE COURT: Okay.

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

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

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

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

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

20          THE COURT: And other options, maybe.

21          MR. MORRIS: And other options --

22          THE COURT: Other options are always good.

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

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



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

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

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

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

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

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

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

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

17 THE COURT: It was Ms. Salt.

18 MR. PEEK: Ms. Salt was present.

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

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

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

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

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

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

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

1 it's sealed because of how it got filed.

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

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

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

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

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

15 THE PROCEEDINGS CONCLUDED AT 1:50 A.M.

16 \* \* \* \* \*

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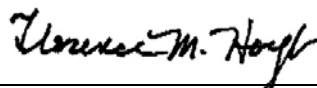
**CERTIFICATION**

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

**AFFIRMATION**

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

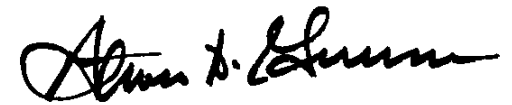
**FLORENCE HOYT  
Las Vegas, Nevada 89146**

A handwritten signature in cursive script, appearing to read "Florence M. Hoyt".

---

FLORENCE M. HOYT, TRANSCRIBER





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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; SHELDON  
ADELSON, an individual; DOES I through X;  
and ROE CORPORATIONS I through X,

Defendants.

Case No.: A-10-627691

Dept. No.: XI

**FOURTH AMENDED COMPLAINT**

AND RELATED CLAIMS

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

**PARTIES**

1. Plaintiff Steven C. Jacobs ("Jacobs") is a Florida resident who also maintains a residence in Georgia.

2. Defendant Las Vegas Sands Corp. ("LVSC") is a publicly-traded Nevada corporation with its principal place of business in Clark County, Nevada. More than 50% of the voting power in LVSC is controlled, directly or indirectly, by its Chairman and CEO, Sheldon G. Adelson ("Adelson").

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

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

**JURISDICTION AND VENUE**

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.

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

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## COMMON ALLEGATIONS

### LVSC's Dysfunction and Infighting

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

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

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

12. Beginning in or about 2008, LVSC's business was in a financial freefall, with its own auditors subsequently issuing a going concern warning to the public. LVSC's problems due to the economic decline were exacerbated when the Chinese government imposed visa restrictions limiting the number of permitted visits by Chinese nationals to Macau. Because Chinese nationals make up more than half the patrons of Macau casinos, China's policy significantly reduced the number of visitors to Macau from mainland China, which adversely impacted tourism and the gaming industry in Macau. LVSC insiders viewed these visa restrictions as a message from the Chinese Central Communist government's displeasure over a number of activities by LVSC and its Chairman, Adelson.

13. Indeed, LVSC's Board members and senior executives internally expressed concern over Adelson's oftentimes erratic behavior, but failed to inform shareholders or take corrective action. Adelson's behavior had become so corrosive that some government officials in Macau, one of LVSC's principal markets, were no longer willing to even meet with Adelson. On a fact-finding tour of Asia by select LVSC Board members and senior executives – where they met to discuss LVSC's declining fortunes with Asian business leaders and government officials – a common theme

1 was that Adelson had burned many bridges in Macau and specific reference was made to an  
2 often-discussed confrontation between Macau's then-Chief Executive, Edmund Ho, and Adelson.  
3 Indeed, in the fact-finding tour's meeting with Chief Executive Ho, he informed the LVSC  
4 executives of his views that while Adelson had done much to improve Macau's economic fortunes,  
5 the time had come for him to spend more time with his family and leave the company's operations  
6 to others. Translated into blunt businessman's terms: Adelson needed to retire.

7 14. Adelson's behavior did not just alienate outsiders, it effectively paralyzed the  
8 management's ability to respond to the financial calamity. LVSC faced increased cash flow needs,  
9 which, in turn, threatened to trigger a breach of the company's maximum leverage ratio covenant in  
10 its U.S. credit facilities. Due to Adelson's erratic behavior, LVSC's then-president and  
11 Chief Operating Officer William Weidner ("Weidner") lost confidence in Adelson's abilities, and  
12 undertook steps that Adelson would characterize as an attempted coup. Because Adelson controls  
13 more than fifty percent (50%) of LVSC's voting power, Adelson forced Weidner's removal from  
14 the company so as to preserve his own control.

15 15. Weidner was replaced as President and COO by Michael Leven ("Leven"), a  
16 member of LVSC's Board of Directors.

17 16. Because of the dysfunction and paralysis Adelson created, LVSC failed to access  
18 capital markets in a timely fashion, which then forced the company to engage in a number of  
19 emergency transactions to raise funds in late 2008 and early 2009. Ironically for LVSC's  
20 shareholders – all of those except for Adelson, that is – this unnecessary delay resulted in Adelson's  
21 personal wealth as the financing source for a quick influx of liquidity. But, to access those funds,  
22 Adelson would charge LVSC a hefty price, obtaining convertible senior notes, preferred shares,  
23 and warrants. Later, Adelson would reap a staggering windfall as a result of these highly-favorable  
24 (for him) financing terms. Conveniently, Adelson was the principal beneficiary, to the detriment  
25 of all other shareholders, of the very financial calamity that he helped create.

#### 26 **LVSC Hires Jacobs to Run Its Macau Operations**

27 17. It is in this poisonous environment that Jacobs enters the LVSC picture. Even before  
28 Leven became LVSC's President and COO, he had reached out to Jacobs to discuss potential COO



1 candidates to replace Weidner. Leven and Jacobs had known each other for many years having  
2 worked together at U.S. Franchise Systems in the 1990's and in subsequent business ventures  
3 thereafter. When Leven received an offer from LVSC's Board to become the company's President  
4 and COO, he again reached out to Jacobs to discuss the opportunity and the conditions under which  
5 he (Leven) would accept the position. The conditions included but were not limited to Leven's  
6 compensation package and a commitment from Jacobs to join Leven for a period of 90-120 days to  
7 "ensure my [Leven's] success."

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

12 19. Jacobs, Leven, and Adelson subsequently travelled to Macau to conduct a review of  
13 LVSC's operations there. While in Macau, Leven told Jacobs that he wanted to hire him to run  
14 LVSC's Macau operations. Jacobs and Leven returned to Las Vegas after spending approximately  
15 a week in Macau. Jacobs then spent the bulk of the next 2-3 weeks working on the Las Vegas  
16 restructuring program and also negotiating with Leven regarding LVSC's desire to hire him as a  
17 full-time executive.

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

24 21. Notwithstanding that Jacobs would be spending the majority of his time in Macau  
25 focusing on LVSC's operations in that location, he was also required to perform duties in Las Vegas  
26 including, but not limited to, working with LVSC's Las Vegas staff on reducing costs within the  
27 company's Las Vegas operations, consulting on staffing and delayed opening issues related to the  
28

1 company's Marina Bay Sands project in Singapore, and participating in meetings of LVSC's Board  
2 of Directors.

3 22. On June 24, 2009, LVSC awarded Jacobs 75,000 stock options in the company to  
4 reward him for his past performance as a LVSC team member and to incentivize him to improve  
5 his future performance as well as that of the company. LVSC and Jacobs executed a written  
6 Nonqualified Stock Option Agreement memorializing the award.

7 23. On or about August 4, 2009, Jacobs received LVSC's "Offer Terms and Conditions"  
8 (the "Term Sheet") for the position of "President and CEO Macau[.]" The Term Sheet reflected the  
9 terms and conditions of employment that had been negotiated by Leven and Jacobs while Jacobs  
10 was in Vegas working under the original consulting agreement with LVSC and during his  
11 subsequent trips back to Las Vegas. With Adelson's express approval, Leven signed the Term Sheet  
12 on or about August 3, 2009, and had his assistant, Patty Murray, email it to Jacobs who was then in  
13 Macau. Jacobs signed the Term Sheet accepting the offer contained therein and delivered a copy  
14 to LVSC. LVSC's Compensation Committee approved Jacobs' contract on or about August 6,  
15 2009. LVSC thereafter filed a copy of the Term Sheet with the United States Securities and  
16 Exchange Commission, disclosing it as Jacobs' employment contract with LVSC.

17 24. According to LVSC, it subsequently assigned the terms and conditions of Jacobs'  
18 employment with LVSC to both VML and Sands China.

19 **Jacobs Saves the Titanic**

20 25. The bases for Jacobs' full-time position were apparent. The accomplishments for  
21 the four quarters over which Jacobs had presided created significant value. From an operational  
22 perspective, Jacobs and his team removed over \$365 million of costs from LVSC's Macau  
23 operations, repaired strained relationships with local and national government officials in Macau  
24 who would no longer meet with Adelson due to his obstreperous behavior, and refocused operations  
25 on core businesses to drive operating margins and profits, thereby achieving the then-highest  
26 EBITDA figures in the history of the company's Macau operations.

27 26. Due in large part to the success of its Macau operations under Jacobs' direction,  
28 LVSC was able to raise over \$4 billion dollars from the capital markets, spin off its Macau

1 operations into a new company – Sands China Limited – which became publicly traded on the  
2 Hong Kong Stock Exchange in late November 2009, and restart construction on a previously stalled  
3 expansion project on the Cotai Strip known as "Parcels 5 and 6." Indeed, for the second quarter  
4 ending June 2010, net revenue from Macau operations accounted for approximately 65% of LVSC's  
5 total net revenue (*i.e.*, \$1.04 billion USD of a total \$1.59 billion USD).

6 27. To put matters in perspective, when Jacobs began performing work for the company  
7 in March 2009, LVSC shares were trading at just over \$1.70 per share and its market cap was  
8 approximately \$1.1 billion USD. At the time of Jacobs' departure in July 2010, LVSC shares were  
9 over \$28 per share and its market cap exceeded \$19 billion USD.

10 28. Jacobs' success was repeatedly confirmed by Board members of LVSC as well as  
11 those of the new spinoff, Sands China. When Leven was asked in February 2010 to assess Jacobs'  
12 2009 job performance, he advised: "*there is no question as to Steve's performance[;] the Titanic*  
13 *hit the iceberg[,] he arrived and not only saved the passengers[,] he saved the ship.*"  
14 Unremarkably, Jacobs received a full bonus in 2009 and no more than three months later, in  
15 May 2010, he was awarded an additional 2.5 million stock options in Sands China. The options  
16 had an accelerated vesting period of less than two years.

17 29. But Adelson would make sure that Jacobs was cheated out of what he was owed, a  
18 practice that Adelson has honed in dealing with many executives and companies that refused to do  
19 as Adelson demanded.

#### 20 **Jacobs' Confrontations with Adelson**

21 30. Jacobs' success was in spite of numerous ongoing debates he had with Adelson,  
22 including Adelson's insistence that as Chairman of both LVSC and Sands China, and the primary  
23 shareholder, he was ultimately in charge, including on day-to-day operations as well as such minute  
24 issues as carpeting, room design, and the choice of paper towel dispensers to be used in the men's  
25 room. As Leven would remind Jacobs, both orally and in writing, Adelson was in charge and the  
26 substantive decisions, including such things as construction in Macau, were controlled and made in  
27 Las Vegas:

1 Per my discussion with sga [Adelson] pls be advised that input from  
2 anyone [in Macau] is expected and listened to but final design  
3 decisions are made by sga and las vegas[.] [T]here appears to be  
4 some confusion and I want to clear the matter once and for all [that]  
5 everyone has inputed [*sic*] but sga makes the final decisions[.]

6 31. But a greater impediment concerned the unlawful and/or unethical business practices  
7 put in place by Adelson and/or under his watch, as well as repeated outrageous demands Adelson  
8 made to pursue illegal and illegitimate ends. The demands included, but were not limited to:

- 9 a. Demands that Jacobs use improper "leverage" against  
10 senior government officials of Macau in order to obtain  
11 Strata-Title for the Four Seasons Apartments in  
12 Macau;
- 13 b. Demands that Jacobs threaten to withhold Sands China  
14 business from prominent Chinese banks unless they  
15 agreed to use influence with newly-elected senior  
16 government officials of Macau in order to obtain  
17 Strata-Title for the Four Seasons Apartments and  
18 favorable treatment with regards to labor quotas and  
19 table limits;
- 20 c. Demands that secret investigations be performed  
21 regarding the business and financial affairs of various  
22 high-ranking members of the Macau government so  
23 that any negative information obtained could be used  
24 to exert "leverage" in order to thwart government  
25 regulations/initiatives viewed as adverse to LVSC' s  
26 interests;
- 27 d. Demands that Sands China continue to use the legal  
28 services of Macau attorney Leonel Alves despite  
concerns that Mr. Alves' retention posed serious risks  
under the criminal provisions of the United States code  
commonly known as the Foreign Corrupt Practices Act  
("FCPA"); and
- e. Demands that Jacobs refrain from disclosing truthful  
and material information to the Board of Directors of  
Sands China so that it could decide if such information  
relating to material financial events, corporate  
governance, and corporate independence should be  
disclosed pursuant to regulations of the Hong Kong  
Stock Exchange. These issues included, but were not  
limited to, junkets and triads, government  
investigations, Leonel Alves and FCPA concerns,  
development issues concerning Parcels 3, 7 and 8, and  
the design, delays and cost overruns associated with  
the development of Parcels 5 and 6.



1           32.     Jacobs reported these improprieties to Leven and LVSC's general counsel, in  
2 accordance with LVSC's company whistleblower guidelines.

3           33.     When Jacobs objected to and/or refused to carry out Adelson's illegal demands,  
4 Adelson repeatedly threatened to terminate Jacobs' employment. This is particularly true in  
5 reference to: (i) Jacobs' refusal to comply with Adelson's edict to terminate Sands China's General  
6 Counsel, Luis Melo ("Melo"), and his entire legal department and replace him/it with Leonel Alves  
7 and his team; (ii) Adelson's refusal to allow Jacobs to present to the Sands China Board information  
8 that the company's development of Parcels 5 and 6 was at least 6 months delayed and more than  
9 \$300 million USD over-budget due to Adelson-mandated designs and accoutrements the  
10 Sands China management team did not believe would be successful in the local marketplace;  
11 (iii) Adelson's refusal to allow Jacobs to disclose to the Board LVSC findings relating to the  
12 allegations contained in a Reuters article that LVSC was conducting business with Chinese  
13 organized crime syndicates, known as Triads; and (iv) Adelson's refusal to allow Jacobs to discuss  
14 his concerns with the Board regarding the use and rehiring of Leonel Alves after Alves had  
15 requested a \$300 million payment for government officials in China.

16           34.     During this same time, Jacobs began developing suspicions concerning the propriety  
17 of certain financial practices and transactions involving LVSC and other LVSC subsidiaries,  
18 including, but not limited to: (i) certain transactions related to Hencing island, the basketball team,  
19 the Adelson Center, and the Macau ferry contract which all involved payments that LVSC made;  
20 (ii) allegations concerning LVSC's practice of couriering undeclared monies into the United States  
21 to repay gambling debts of third parties and/or to be used to fund accounts for non-residents once  
22 they arrived in the country; (iii) LVSC's practice referred to as the Affiliate Transaction Advise  
23 ("ATA"), which allowed third parties and gamblers to move money into the United States by  
24 depositing monies with an LVSC overseas affiliate or marketing office, creating an account in  
25 Las Vegas from which the depositor or their designee would be issued chips with which to gamble,  
26 and then transferring the "winnings" back offshore either to the original depositor or to a third party  
27 designee not involved in the transaction; (iv) using the ATA process to move monies for known  
28

1 and/or alleged members of Triads; and (v) structuring and/or using offshore subsidiaries to funnel  
2 monies onto the gaming floor.

3 35. One such suspicious entity was WDR, LLC, a wholly-owned subsidiary set up by  
4 LVSC at the apparent behest of Robert Goldstein. When Jacobs raised that entity and certain  
5 transactions with Sands China's then-existing CFO, he similarly considered the transactions  
6 involving WDR as suspicious and expressed concerns over potential money laundering. Of course,  
7 Jacobs would be fired before he could further pursue the matter. When LVSC's then-existing CFO,  
8 Ken Kay, was asked about WDR at a deposition, he professed to have no knowledge of WDR or  
9 what purpose it would serve. But, just a few months after Kay was questioned about WDR, Leven  
10 quietly had the entity dissolved.

11 36. Jacobs' disagreements with Adelson came to a head in late June 2010 when they  
12 were in Singapore to attend the grand opening of LVSC's Marina Bay Sands. While in Singapore,  
13 Jacobs attended several meetings of LVSC executives including Adelson, Leven, Ken Kay (LVSC's  
14 Chief Financial Officer), and others. During these meetings, Jacobs disagreed with Adelson's and  
15 Leven's desire to expand the ballrooms at Parcels 5 and 6, which would add an incremental cost of  
16 approximately \$30 million to a project already significantly over budget when Sands China's  
17 existing facilities were already underutilized. In a separate meeting, Jacobs disagreed with  
18 Adelson's desire to aggressively grow the junket business within Macau as the margins were low,  
19 the decision carried credit risks, and based upon recent investigations by Reuters and others alleging  
20 LVSC's involvement with Chinese organized crime groups, known as Triads, connected to the  
21 junket business.

22 37. Following these meetings, Jacobs re-raised the issue about the need to advise the  
23 Sands China Board of the delays and cost overruns associated with the development of Parcels 5  
24 and 6 in Macau so that a determination could be made of whether the information must be disclosed.  
25 Jacobs also raised the need to disclose LVSC's involvement with Triads and the implications of  
26 Adelson's desire to grow Sands China's junket business in Macau, as well as Adelson's rehiring of  
27 Leonel Alves, given Jacobs' and others' FCPA concerns. Once again, Adelson reminded Jacobs  
28 that he was both the chairman and the controlling shareholder and that Jacobs should "do as I

1 please." This was consistent with Adelson's attitudes and Jacobs' belief that Adelson considered  
2 himself untouchable. Indeed, on a prior occasion when Jacobs had voiced his concern over how  
3 Nevada's gaming regulators might view Adelson's actions, Adelson scoffed at the suggestion,  
4 informing Jacobs that he (Adelson) controlled the regulators, not the other way around.

5 38. When Jacobs refused, Adelson commenced carrying out a scheme to fire and  
6 discredit Jacobs for having the audacity to blow the whistle and confront Adelson. Adelson has  
7 admitted his personal animus and malice toward Jacobs even before firing him. Adelson had  
8 privately been angling for some excuse to terminate Jacobs.

9 **LVSC and Sands China Implement Adelson's "Exorcism Strategy"**

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

17 40. Indeed, it was LVSC in-house attorneys, claiming to be acting on behalf of  
18 Sands China, who informed the Sands China Board on or about July 21, 2010, about Adelson's  
19 decision to terminate Jacobs, and directed the Board members to sign the corporate documents  
20 necessary to effectuate Jacobs' termination. These same attorneys promised to explain the basis for  
21 the termination to the Board members during the following week's Board meeting (after the  
22 termination took place). Predictably, as Adelson is all-controlling, he took action first and then  
23 decreed how the Board thereafter reacted.

24 41. Promptly thereafter, the team that Adelson had placed in charge of overseeing the  
25 sham termination – Leven, Kenneth Kay (LVSC's CFO), Irwin Siegel (LVSC/Sands China Board  
26 member), Gayle Hyman (LVSC's general counsel), Daniel Briggs (LVSC's VP of investor  
27 relations), Ron Reese (LVSC's VP of public relations), Brian Nagel (LVSC's chief of security),  
28

1 Patrick Dumont (LVSC's VP of corporate strategy), and Rom Hendler (LVSC's VP of strategic  
2 marketing) – left Las Vegas and went to Macau in furtherance of the scheme.

3 42. On the morning of July 23, 2010, Jacobs attended a meeting with Leven and Siegel,  
4 which had been represented to him (albeit falsely) as pertaining to the upcoming Sands China Board  
5 meeting. During the meeting, Leven unceremoniously advised Jacobs that he was being terminated  
6 effective immediately. When Jacobs asked whether the termination was purportedly "for cause" or  
7 not, Leven responded that he was "not sure" but that the severance provisions of the Term Sheet  
8 would not be honored. Leven then handed Jacobs the letter drafted by LVSC's attorneys and signed  
9 by Adelson advising him of the termination.

10 43. Cognizant that he had no legitimate basis to terminate Jacobs for cause, Adelson  
11 authorized and expected Leven to meet with Jacobs and implement the termination strategy. As is  
12 now a well-documented Adelson tactic, he had no regard for the contractual terms of Jacobs'  
13 employment agreement. Instead, Adelson's tried and true tactic is to demand a discount off of what  
14 is contractually owed for a lesser amount. If Jacobs, or anyone else for that matter, will not  
15 acquiesce in Adelson's strong arm tactics, Adelson retorts to "sue me, then." And, that is essentially  
16 how the Adelson game-plan played out with Jacobs.

17 44. When Leven could not persuade Jacobs to "voluntarily" resign, Jacobs was escorted  
18 off the property by two members of security in public view of many company employees, resort  
19 guests, and casino patrons. Jacobs was not permitted to return to his office to collect his belongings,  
20 but was instead escorted to the border to leave Macau.

21 45. Because Leven had not been able to persuade Jacobs to resign, the next play from  
22 the Adelson playbook went into effect – fabricating purported cause for the termination. Once  
23 again, this aspect of the plan was also carried out in Las Vegas by executives professing to act for  
24 both LVSC and Sands China. Indeed, this time they prepared a false letter in Las Vegas and put it  
25 on Venetian Macau, Ltd. letterhead and identified twelve manufactured "for cause" reasons for  
26 Jacobs' termination. Transparently, one of the purported reasons is an attempt to mask one of  
27 Adelson's personal transgressions: The letter absurdly claimed that Jacobs exceeded his authority  
28 and failed to keep the companies' Boards of Directors informed of important business decisions.



1 Not surprisingly, not only are the after-the-fact excuses a fabrication, they would not constitute  
2 "cause" for Jacobs' termination even if they were true, which they are not.

3 46. All but conceding that fact, Adelson would later claim to have developed  
4 (*i.e.*, fabricated) some 34 "for cause" reasons for Jacobs' termination.

5 47. Confirming what Jacobs had complained about regarding Adelson's improper  
6 demands and concealment of information from the Board, Adelson subsequently arranged the  
7 termination of Sands China's then-General Counsel, Luis Melo, and made sure that Leonel Alves  
8 was retained to perform services for Sands China despite knowledge of Alves acting with disregard  
9 for the United States Foreign Corrupt Practices Act. Also with Jacobs' departure, and with complete  
10 disregard for internal concerns regarding junket affiliations with Triads, Adelson announced that  
11 Sands China would be implementing a new junket strategy whereby it would partner with existing  
12 and established junkets to grow its VIP business. In or about the same time frame, LVSC and  
13 Sands China also publicly disclosed a material delay in the construction of Parcels 5 and 6 and a  
14 cost increase of \$100 million to the project, further confirming the appropriateness of Jacobs'  
15 insistence upon disclosure despite Adelson's insistence otherwise.

16 48. Jacobs was not terminated for cause. He was terminated for blowing the whistle on  
17 improprieties and placing the interests of shareholders above those of Adelson. Indeed, in just one  
18 candid communication Leven sent to executives (including Adelson) just days before Jacobs'  
19 termination, Leven claimed that the problem with Jacobs was that "he believes he reports to the  
20 board, not the chair [Adelson]."

## 21 **FIRST CAUSE OF ACTION**

### 22 **(Breach of Contract – LVSC & Sands China)**

23 49. Plaintiff restates all preceding and subsequent allegations as though fully set forth  
24 herein.

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

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

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

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

53. According to defendants, in conjunction with the Sands China IPO, LVSC assigned and Sands China assumed, the obligations under the Term Sheet, thereby making LVSC and Sands China jointly and severally liable for fulfilling its terms.

54. Jacobs has performed all of his contractual obligations except where excused.

55. LVSC and Sands China breached the Term Sheet by falsely terminating Jacobs for "cause" when, in reality, the purported bases for Jacobs' termination, as identified in the belatedly-manufactured August 5, 2010 letter, are pretextual and in no way constitute "cause."

56. On September 24, 2010, Jacobs made proper demand upon LVSC to honor his right to exercise the remaining stock options he had been awarded in the company. LVSC rejected Jacobs' demand and, thus, further breached the Term Sheet and the stock option agreement by failing to honor the vesting and related provisions contained therein based on the pretext that Jacobs was terminated for "cause."

57. LVSC and Sands China have wrongfully characterized Jacobs' termination as one for "cause" in an effort to smear him and deprive him of what he is owed. As a direct and proximate result of the wrongful termination of Jacobs' employment and failure to honor the "Not For Cause" severance provisions contained in the Term Sheet, Jacobs has suffered damages in an amount to be proven at trial but in excess of \$10,000.

## SECOND CAUSE OF ACTION

### (Breach of Contract – LVSC & Sands China)

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

59. On or about May 11, 2010, LVSC caused Sands China to grant 2.5 million Sands China share options to Jacobs. Fifty percent of the options were to vest on January 1, 2011,

1 and the other fifty percent was to vest on January 1, 2012. The grant is memorialized by a written  
2 agreement between Jacobs and Sands China.

3 60. Pursuant to the Term Sheet agreement between Jacobs and LVSC, which was later  
4 transferred and assumed by Sands China, Jacobs' stock options are subject to an accelerated vest in  
5 the event he is terminated "Not for Cause." The Term Sheet further provides Jacobs with a one-  
6 year right to exercise the options post-termination.

7 61. Jacobs has performed all his contractual obligations except where excused.

8 62. On September 24, 2010, Jacobs made proper demand upon LVSC and Sands China  
9 to honor his right to exercise the remaining 2.5 million stock options he had been awarded in Sands  
10 China. LVSC and Sands China rejected Jacobs' demand and, thus, further breached the Term Sheet  
11 and the Sands China share grant agreement by characterizing Jacobs' termination as being for  
12 "cause" when, in reality, the purported bases for Jacobs' termination, as identified in the belatedly-  
13 manufactured August 5, 2010 letter, are pretextual and in no way constitute "cause."

14 63. LVSC and Sands China have wrongfully characterized Jacobs' termination as one  
15 for "cause" in an effort to deprive him of contractual benefits to which he is otherwise entitled. As  
16 a direct and proximate result, Jacobs has suffered damages in an amount to be proven at trial but in  
17 excess of \$10,000.

### 18 **THIRD CAUSE OF ACTION**

#### 19 **(Breach of the Implied Covenant of Good Faith and Fair Dealing –** 20 **LVSC & Sands China)**

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

23 65. All contracts in Nevada contain an implied covenant of good faith and fair dealing.

24 66. The conduct of LVSC described herein including, but not limited to, the improper  
25 and illegal demands made upon Jacobs by Adelson, Adelson's continual undermining of Jacobs'  
26 authority as the President and CEO of LVSC's Macau operations (and subsequently Sands China),  
27 and the wrongful characterization of Jacobs' termination as being for "cause," is unfaithful to the  
28

1 purpose of the agreements between Jacobs and LVSC, which Sands China later assumed, and was  
2 not within the reasonable expectations of Jacobs.

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

5 **FOURTH CAUSE OF ACTION**

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

7 68. Plaintiff incorporates all preceding and subsequent allegations as though fully set  
8 forth herein.

9 69. LVSC retaliated against Jacobs by terminating his employment because he  
10 (i) objected to and refused to participate in the illegal conduct requested by Adelson, and  
11 (ii) attempted to engage in conduct that was required by law and favored by public policy. In so  
12 doing, LVSC tortiously discharged Jacobs in violation of public policy.

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

15 71. LVSC's conduct, which was carried out and/or ratified by managerial level agents  
16 and employees, was done with malice, fraud and oppression, thereby entitling Jacobs to an award  
17 of punitive damages.

18 **FIFTH CAUSE OF ACTION**

19 **(Defamation Per Se - Adelson, LVSC, Sands China)**

20 72. Plaintiff incorporates all preceding and subsequent allegations as though fully set  
21 forth herein.

22 73. In an attempt to cover their tracks and distract from their improper activities,  
23 Adelson, LVSC and Sands China have waged a public relations campaign to smear and spread lies  
24 about Jacobs. One such instance is a press release made by Adelson, LVSC and Sands China after  
25 an adverse court ruling on March 15, 2011. Having been unable to obtain a procedural victory in  
26 Court, the Defendants undertook to smear Jacobs in the media, issuing a statement to Alexander  
27 Berzon, a reporter for the Wall Street Journal, which provided:  
28



1                   *"While I have largely stayed silent on the matter to this point,*  
2                   *the recycling of his allegations must be addressed," he said*  
3                   *"We have a substantial list of reasons why Steve Jacobs was*  
4                   *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."*

5           74.     The Defendants' media campaign stating that: (1) Jacobs was justifiably fired "for  
6     cause" and (2) Jacobs had resorted to "outright lies and fabrications" were false and constitute  
7     defamation per se.

8           75.     All of the offending statements made by Adelson concerning Jacobs and identified  
9     in Paragraph 71, *supra*, were (1) false and defamatory; (2) published to a third person or party for  
10    the express intent of republication to a worldwide audience; (3) maliciously published knowing  
11    their falsity and/or in reckless disregard of the truth thereof; (4) intended to and did in fact harm  
12    Jacobs' reputation and good name in his trade, business, profession, and customary corporate office;  
13    and (5) were of such a nature that the law presumes significant economic damages.

14          76.     Adelson's malicious defamation of Jacobs was made in both his personal as well as  
15    his representative capacities as Chairman of the Board of LVSC and as Chairman of the Board of  
16    its affiliate, Sands China; both of which ratified and endorsed either explicitly or implicitly  
17    Adelson's malicious invective.

18          77.     The comments and statements noted in Paragraph 71, *supra*, were made without  
19    justification or legal excuse, and were otherwise not privileged because they did not function as a  
20    necessary or useful step in the litigation process and did not otherwise serve its purposes.

21          78.     As a direct and proximate result of Adelson, LVSC, and Sands China's defamation,  
22    Jacobs has suffered damages in an amount to be proven at trial but in excess of \$10,000. Moreover,  
23    Jacobs is entitled to the imposition of punitive damages against Adelson, LVSC, and Sands China,  
24    said imposition not being subject to any statutory limitations under NRS 42.005.

25                                   **SIXTH CAUSE OF ACTION**

26                                   **(Tortious Discharge in Violation of Public Policy - Adelson)**

27          79.     Plaintiff incorporates all preceding and subsequent allegations as though fully set  
28    forth herein.



1 the termination and ratifying the termination for the benefit of Adelson and LVSC, and not for the  
2 benefit of Sands China's shareholders, to whom they owed a fiduciary duty of loyalty.

3 90. As a direct and proximate result of Sands China's conduct, Jacobs has suffered  
4 damages in an amount to be proven at trial but in excess of \$10,000.

5 91. Sands China's conduct was undertaken with malice, fraud and oppression, thereby  
6 entitling Jacobs to an award of punitive damages.

7 **EIGHTH CAUSE OF ACTION**

8 **(Civil Conspiracy Tortious Discharge in Violation of Public Policy- LVSC and Sands China)**

9 92. Plaintiff incorporates all preceding and subsequent allegations as though fully set  
10 forth herein.

11 93. LVSC and Sands China are separate legal entities, each capable of making  
12 agreements.

13 94. LVSC and Sands China agreed, acted in concert and conspired to effectuate Jacobs'  
14 tortious discharge.

15 95. LVSC and Sands China intended to harm Jacobs for refusing to follow the illegal  
16 and improper demands of their common-chairman, Adelson.

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

19 97. LVSC and Sands China's conduct was done with malice, fraud and oppression,  
20 thereby entitling Jacobs to an award of punitive damages.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
23 follows:

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

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

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

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DATED this 22nd day of June, 2015.

Attorneys for Plaintiff Steven C. Jacobs

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 22nd day of June, 2015, I caused to be served via the Court's E-Filing system, true and correct copies of the above and foregoing **FOURTH AMENDED COMPLAINT** properly addressed to the following:

J. Stephen Peek, Esq.  
Robert J. Cassity, Esq.  
HOLLAND & HART  
9555 Hillwood Drive, Second Floor  
Las Vegas, NV 89134  
[speek@hollandhart.com](mailto:speek@hollandhart.com)  
[rcassity@hollandhart.com](mailto:rcassity@hollandhart.com)

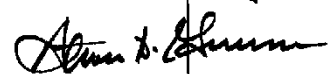
Michael E. Lackey, Jr., Esq.  
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[mlackey@mayerbrown.com](mailto:mlackey@mayerbrown.com)

J. Randall Jones, Esq.  
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Las Vegas, NV 89101  
[sm@morrislawgroup.com](mailto:sm@morrislawgroup.com)  
[rsr@morrislawgroup.com](mailto:rsr@morrislawgroup.com)

/s/ Shannon Thomas  
An employee of PISANELLI BICE PLLC



  
CLERK OF THE COURT

DISTRICT COURT  
CLARK COUNTY, NEVADA

STEVEN JACOBS, )  
 )  
Plaintiff(s), ) Case No. 10 A 627691  
 ) Dept. No. XI  
vs )  
 )  
LAS VEGAS SANDS CORP, ET AL, )  
 )  
Defendants. )

**AMENDED BUSINESS COURT SCHEDULING ORDER and**  
**2<sup>nd</sup> AMENDED ORDER SETTING CIVIL JURY**  
**TRIAL, PRE-TRIAL AND CALENDAR CALL**

This AMENDED BUSINESS COURT SCHEDULING ORDER AND SECOND  
AMENDED TRIAL SETTING ORDER is entered following the Hearing conducted on July 16,  
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:

Substantive Expert Disclosures are Due<sup>1</sup> **11/20/15**

Substantive Rebuttal Expert Disclosures are Due<sup>2</sup> **01/22/16**

<sup>1</sup> This deadline applies to any issue on which an expert will be presented where the party offering the expert bears the burden of proof. In compliance with NRCP 16.1(a)(2) and 26(b)(4), the parties shall disclose any expert witnesses on which it bears the burden of proof as required by the Nevada Rules of Civil Procedure and Nevada law.. All disclosures of expert witnesses shall satisfy the requirements of NRCP 16.1(2).

52

MC

CLERK OF THE COURT  
JUL 17 2015  
RECEIVED

1 Damages Expert Disclosures are Due<sup>3</sup> 02/05/16

2 Damages Rebuttal Expert Disclosures are Due<sup>4</sup> 03/18/16

3 Discovery Cut-Off 04/18/16

4 Dispositive Motions to be filed by 04/22/16

5 Motions in Limine to be filed by 05/20/16

6 **IT IS FURTHER ORDERED THAT:**

7 A. The above entitled case is set to be tried to a jury on a 5 week stack that begins on  
8 **June 27, 2016 at 9:00 a.m.**

9 B. The calendar call will be held pursuant to EDCR 2.69<sup>5</sup> on **June 23, 2016 at**  
10 **8:30 a.m.**

11  
12  
13  
14  
15  
16 <sup>2</sup> This deadline applies to any issue on which an expert will be presented where the party offering the expert  
17 bears the burden of proof. In compliance with NRCP 16.1(a)(2) and 26(b)(4), the parties shall identify and disclose  
any rebuttal expert witnesses. All disclosures of expert witnesses shall satisfy the requirements of NRCP 16.1(2).

18 <sup>3</sup> This deadline applies to any issue on which an expert will be presented where the party offering the expert  
19 bears the burden of proof. In compliance with NRCP 16.1(a)(2) and 26(b)(4), the parties shall disclose any expert  
witnesses on which it bears the burden of proof as required by the Nevada Rules of Civil Procedure and Nevada  
20 law. All disclosures of expert witnesses shall satisfy the requirements of NRCP 16.1(2).

21 <sup>4</sup> This deadline applies to any issue on which an expert will be presented where the party offering the expert  
22 bears the burden of proof. In compliance with NRCP 16.1(a)(2) and 26(b)(4), the parties shall identify and disclose  
any rebuttal expert witnesses. All disclosures of expert witnesses shall satisfy the requirements of NRCP 16.1(2).

23 <sup>5</sup> That rule provides in pertinent part:

24 **Rule 2.69. Calendar call.**

25 (a) Unless otherwise directed by the court, trial counsel must bring to calendar call:

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

27 (2) Typed exhibit lists with all stipulated exhibits marked as admitted.

28 (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.

1 C. The Final Pre-Trial Conference pursuant to EDCR 2.68<sup>6</sup> will be held with the  
2 designated will be held on **June 24, 2016 at 9:00 a.m.** Parties must disclose 48 hours prior  
3 to the Final Pre-Trial Conferences and bring to the Final Pre-Trial Conferences the following:  
4

5 (1) Typed exhibit lists.

6 (2) All exhibits already marked by counsel for identification purposes.<sup>7</sup>

7 (3) List of depositions.

8 (4) List of equipment needed for trial, including audiovisual equipment.<sup>8</sup>

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

10 (6) Demonstrative Exhibits.<sup>9</sup>

11 (7) Power Points to be used in Opening Statements.  
12  
13  
14

15 (7) Courtesy copies of legal briefs on trial issues. Originals must be filed and a copy served on opposing  
16 counsel at or before the close of trial.

17 <sup>6</sup> That rule provides in pertinent part:

18 **Rule 2.68. Final pre-trial conference.**  
\* \* \*

19 (b) At the pre-trial conference, the court may consider the following subjects:

20 (1) Prospects of settlement.

21 (2) Use of depositions at trial in lieu of live testimony.

22 (3) Time required for trial.

23 (4) Alternate methods of dispute resolution.

24 (5) Readiness of case for trial.

25 (6) Any other matters.

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

<sup>7</sup> The parties may agree to utilize the Court's electronic exhibit protocol.

<sup>8</sup> 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](mailto:CourtHelpDesk@ClarkCountyCourts.us).

<sup>9</sup> 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.

1 D. The Joint Pre-Trial Memorandum must be filed no later than **June 22, 2016**,  
2 with a courtesy copy delivered to Department XI. All parties, (Attorneys and parties in proper  
3 person) **MUST** comply with **All REQUIREMENTS** of NRCP 16.1a(3)<sup>10</sup>, E.D.C.R. 2.67<sup>11</sup>, 2.68  
4

5  
6 <sup>10</sup> NRCP 16.1(a)(3) provides in pertinent part:

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

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

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

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

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

24 <sup>11</sup> That rule provides in pertinent part:

25 **Rule 2.67.** Meetings of counsel before calendar call or final pretrial conference; pretrial memorandum.

26 (a) Prior to any calendar call or final pretrial conference, the designated trial attorneys for all the parties must meet  
27 together to exchange their exhibits and lists of witnesses, and arrive at stipulations and agreements, all for the  
28 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.

1 and 2.69. Counsel should include in the Memorandum an identification of orders on all motions  
2 in limine or motions for partial summary judgment previously made, a summary of any  
3 anticipated legal issues remaining, a brief summary of the opinions to be offered by any witness  
4 to be called to offer opinion testimony as well as any objections to the opinion testimony.  
5

6 E. All pretrial motions, however styled, will be filed in compliance with EDCR  
7 2.20<sup>12</sup> and 2.27<sup>13</sup> unless those requirements are specifically modified in this Order. All dispositive  
8

9  
10 (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.

11 (9) An estimate of the time required for trial.

12 (10) Any other matter which counsel desires to bring to the attention of the court prior to trial.

13  
14 That rule provides in pertinent part:

15 **Rule 2.20. Motions; contents; responses and replies; calendaring a fully briefed matter.**

16 (a) Unless otherwise ordered by the court, papers submitted in support of pretrial and post-trial briefs shall be  
17 limited to 30 pages, excluding exhibits. Where the court enters an order permitting a longer brief or points and  
18 authorities, the papers shall include a table of contents and table of authorities.

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

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

25 \* \* \*

26  
27 That rule provides in pertinent part:

28 **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" x 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.



1 motions must be in writing and filed no later than **04/22/16**. **Orders shortening time will not**  
2 **be signed except in extreme emergencies.**

3 F. All motions in limine must be filed in compliance with EDCR 2.47<sup>14</sup> and filed no  
4 later than **05/20/16**. **Orders shortening time will not be signed except in extreme**  
5 **emergencies.**

6  
7 G. Counsel shall meet, review, and discuss a proposed jury questionnaire. Counsel  
8 will submit in Word format the joint proposed jury questionnaire on or before 04/08/2016, or if  
9 no agreement has been reached, the competing versions in Word format on or before noon on  
10 04/11/2016. The Court will freely grant requests for inclusion of questions by the Parties. Upon  
11 submission of the proposed jury questionnaire, the Court will review the jury questionnaire and  
12 will make any appropriate modifications. A hearing will be held on any objections to the jury  
13 questionnaire on **04/14/16 at 8:30 a.m.**

14  
15 H. All original deposition transcripts anticipated to be used in any manner during the  
16 trial must be delivered to the clerk prior to the final Pre-Trial Conference. If deposition  
17 testimony is anticipated to be used in lieu of live testimony, a designation (by page/line citation)  
18 of the portions of the testimony to be offered must be filed and served by facsimile or hand, two  
19

20  
21  
22 <sup>14</sup> That rule provides in pertinent part:

23 **Rule 2.47. Motions in limine.** Unless otherwise provided for in an order of the court, all motions in limine to  
24 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.

25 (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.

26 (b) Motions in limine may not be filed unless an unsworn declaration under penalty of perjury or affidavit of  
27 moving counsel is attached to the motion setting forth that after a conference or a good-faith effort to confer, counsel  
28 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.

1 (2) judicial days prior to the final Pre-Trial Conference. Any objections or counterdesignations  
2 (by page/line citation) of testimony must be filed and served by facsimile or hand, one (1)  
3 judicial day prior to the final Pre-Trial Conference commencement. If video depositions are  
4 sought to be used during the Trial, all edits must be completed and be available to be played to  
5 the Court at the Final Pretrial Conference. Counsel shall advise the clerk prior to publication.  
6

7 I. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits.  
8 All exhibits must comply with EDCR 2.27.<sup>15</sup> Two (2) sets must be three hole punched placed in  
9 three ring binders along with the exhibit list. The sets must be delivered to the clerk prior to the  
10 final Pre-Trial Conference. Any demonstrative exhibits including exemplars anticipated to be  
11 used must be disclosed prior to the calendar call. Pursuant to EDCR 2.68, at the final Pre-Trial  
12 Conference, counsel shall be prepared to stipulate or make specific objections to individual  
13 proposed exhibits. Unless otherwise agreed to by the parties, demonstrative exhibits are marked  
14 for identification but not admitted into evidence.  
15

16  
17 J. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to  
18 be included in the Jury Notebook. Pursuant to EDCR 2.68, at the final Pre-Trial Conference,  
19 counsel shall be prepared to stipulate or make specific objections to items to be included in the  
20 Jury Notebook.  
21

22 K. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to  
23 the jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall  
24 provide the Court, at the final Pre-Trial Conference, an agreed set of jury instructions and  
25 proposed form of verdict along with any additional proposed jury instructions with an electronic  
26 copy in Word format.  
27

28  

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<sup>15</sup> Alternatively the parties may agree to utilize the Court's electronic exhibit protocol.

1 L. In accordance with EDCR 7.70, counsel shall file and serve by facsimile or hand,  
2 two (2) judicial days prior to the final Pre-Trial Conference, follow up Voir Dire to Jury  
3 Questionnaire responses proposed to be conducted pursuant to conducted pursuant to EDCR  
4 2.68.  
5

6 M. To expedite the deposition process, depositions may be taken on a multi-track  
7 system wherein separate tracks of depositions are scheduled for each day, but there shall not be  
8 more than two simultaneous tracks without prior approval of the Court. Given the complexity of  
9 the factual issues in this case, the time limitation contained in NRCP 30(d)(1) is suspended.

10 N. A status conference will be conducted in Department XI at 8:30 a.m. on July 30,  
11 2015 and the second and fourth Thursday of every month at 8:30 a.m. beginning on August 13,  
12 2015 at which time the parties shall (1) argue all motions filed and briefed in due course, (2)  
13 apprise the Court of any and all pertinent developments in the case, and (3) seek/request  
14 guidance from the Court on case management issues.

15 1. All motions not heard pursuant to an Order Shortening Time shall be set for hearing at  
16 a status conference. It is the responsibility of counsel for the moving party to serve and  
17 file any motion sufficiently in advance of the intended hearing date in compliance with  
18 EDCR 2.20,

19 2. On or before the Tuesday prior to each of these status conferences, any party that has  
20 administrative, scheduling or other cases management issues to address to the Court shall  
21 file and serve a status report outlining those issues.

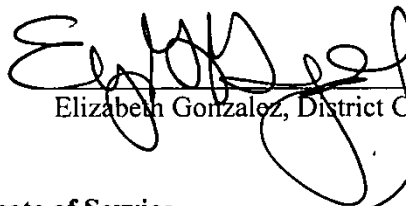
22 **Failure of the designated trial attorney or any party appearing in proper person to**  
23 **appear for any court appearances or to comply with this Order shall result in any of the**  
24 **following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4)**  
25 **vacation of trial date; and/or any other appropriate remedy or sanction.**  
26

27 Counsel is required to advise the Court immediately when the case settles or is otherwise  
28 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate

1 whether a Scheduling Order has been filed and, if a trial date has been set, the date of that trial.

2 A copy should be given to Chambers.

3 Dated this 16<sup>th</sup> day of July 2015.

4  
5  
6   
7

Elizabeth Gonzalez, District Court Judge

8 **Certificate of Service**

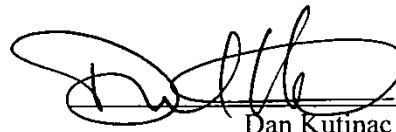
9 I hereby certify, that on the date filed, this Order was served on the parties identified on  
10 Wiznet's e-service list.

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

12 Randall Jones (Kemp Jones Coulthard)

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

2                                   \*\*\*\*\*

3 SANDS CHINA LTD., A Cayman  
4 Islands corporation,

5                                   Petitioner,

6 v.

7 CLARK COUNTY DISTRICT  
8 COURT, THE HONORABLE  
9 ELIZABETH GONZALEZ,  
10 DISTRICT JUDGE, DEPT. 11,

11                                   Respondents,

12 and

13 STEVEN C. JACOBS,

14                                   Real Party in Interest.

Case No.: 68265  
Electronically Filed  
Jul 23 2015 03:38 p.m.  
(Consolidated with Case Numbers  
68275 and 68305)  
Tracie K. Lindeman  
Clerk of Supreme Court

**REAL PARTY IN INTEREST  
STEVEN C. JACOBS'  
SUPPLEMENTAL APPENDIX**

**VOLUME IX OF XI**

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of July 2015, I electronically filed and served a true and correct copy of the above and foregoing **REAL PARTY IN INTEREST STEVEN C. JACOBS' SUPPLEMENTAL APPENDIX VOLUME IX OF XI** properly addressed to the following:

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**SERVED VIA HAND-DELIVERY ON 07/22/2015**

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

/s/ Shannon Thomas  
An employee of PISANELLI BICE PLLC

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9	Transcript of Hearing on Motions, dated 3/19/2015	V	SA1140 – SA1215
10			
11	Transcript of Hearing regarding Defendant Sands China LTD's Motion to Stay Court's 3/6/2015 Decision and Order and to Continue the Evidentiary Hearing on Jurisdiction scheduled for 4/20/2015; Defendants' Petition for Writ of Prohibition or Mandamus, dated 3/16/2015	V	SA1106 – SA1139
12			
13	Transcript of Hearing regarding Mandatory Rule 16 Conference, dated 4/27/2011	I	SA0190 – SA0225
14			
15	Transcript of Hearing regarding Motions on 8/14/2014	III	SA0771 – SA0816
16			
17	Transcript of Hearing regarding Plaintiff's Motion for Release of Documents from Advanced Discovery on the Grounds of Waiver and Plaintiff's Motion on Deficient Privilege Log on OST, dated 10/09/2014	IV	SA0934 – SA0980
18			
19	Transcript of Telephone Conference on 9/10/2014	III	SA0840 – SA0854
20			
21	Transcript of Telephone Conference on 9/9/2014	III	SA0823 – SA0839
22			
23	Writ of Mandamus, dated 8/26/2011	II	SA0281 – SA0282
24			
25			
26			
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28			

**Steven C. Jacobs**  
**v.**  
**Las Vegas Sands Corp, et al.**

# Supreme Court Order

IN THE SUPREME COURT OF THE STATE OF NEVADA	
SANDS CHINA LTD., Petitioner,	No. 58294
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.	<b>FILED</b> AUG 26 2011 TRACEE K. LINDEMAN CLERK OF SUPREME COURT BY <u>S. J. [Signature]</u> DEPUTY CLERK
<b>ORDER GRANTING PETITION FOR WRIT OF MANDAMUS</b>	
<p>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.</p> <p>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.</p> <p>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</p>	
Supreme Court of Nevada do: ssc	JL-20107



# Supreme Court Order

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.<sup>2</sup>

Saitta J.  
Saitta

Hardesty J.  
Hardesty

Parraguire  
Parraguire

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

Supreme Court  
of the  
State of Nevada  
CL 00175

# Supreme Court Order

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.

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.<sup>2</sup>

Saitta  
Saitta

Hardesty  
Hardesty

Farraguirre  
Farraguirre

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

Supreme Court  
of the  
District of  
Columbia  
1979

3



# Supreme Court Order

<p>1</p>	<p>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 <i>Cariaga v. District Court</i>, 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</p> <p>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.<sup>2</sup></p> <div data-bbox="998 945 1079 1186"><p><i>Saitta</i> Saitta</p></div> <div data-bbox="1079 819 1161 1354"><p><i>Hardesty J.</i> Hardesty</p><p><i>Parraguirre</i> Parraguirre</p></div> <div data-bbox="1209 777 1258 1354"><p><sup>2</sup>Petitioner's motion for a stay is denied as moot in light of this order.</p></div> <div data-bbox="1315 1386 1388 1480"><p>Supreme Court of Nevada (in 1979)</p></div> <div data-bbox="1323 1060 1356 1081"><p>3</p></div>
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# Supreme Court Order

cited above, the petition should be granted, in part. We therefore direct the district court to revisit the issue of personal jurisdiction over petitioner

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.

<div>Supreme Court of Nevada (2018)</div>		<div><u>Seitta</u> Seitta</div> <div><u>Hardesty</u> Hardesty</div> <div><u>Parraguirre</u> Parraguirre</div>
<div>Petitioner's motion for a stay is denied as moot in light of this order.</div>		<div>3</div>

# Preponderance of the Evidence

## According to the Nevada Supreme Court:

“Where a full evidentiary hearing is held, the plaintiff must prove personal jurisdiction **by a preponderance of the evidence** or face dismissal of his or her claim.”

*Trump v. Eighth Judicial Dist. Ct.*, 109 Nev.  
687, 693, 857 P.2d 740, 744 (1993).



# GENERAL JURISDICTION

## Court must use “At Home” test

**A court has general jurisdiction over a foreign corporation only if it is “essentially at home” in the forum.**

*Goodyear Dunlop Tires Operations, S.A. v. Brown*, 131 S.Ct. 2846, 2851 (2011); *Daimler AG v. Bauman*, 134 S.Ct. 746, 758 n. 11 (2014).



## How to determine where an entity is “At Home”

Typically, a corporation is ‘at home’ only where it is **incorporated** or has its **principal place of business**.

*Viega GmbH v. Eighth Judicial Dist.*, 130 Nev. Adv. Rep. 40, 328 P.3d 1152, 1158 (2014).

It is **not enough** to show that a defendant “**does business**” or has **systematic “contacts”** in a forum, either directly or through an agent.

*Daimler AG v. Bauman*, 134 S.Ct. 746, 761 (2014).



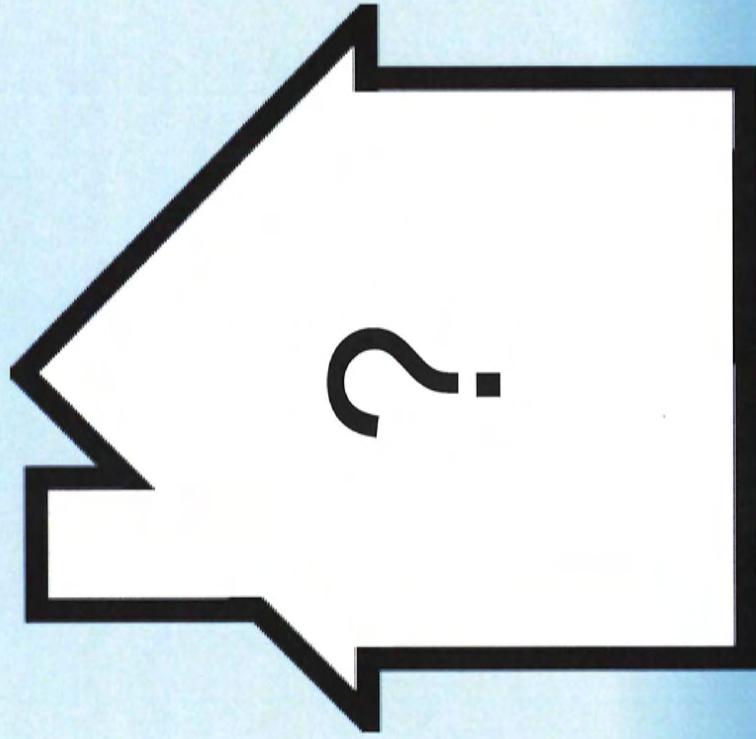
**Even sales and facilities in forum may not result in an entity being “at home.”**

**In *Daimler*, Daimler was not at home in California even though:**

- its California sales made 2.4% of worldwide sales; and
- It had “multiple California-based facilities.”

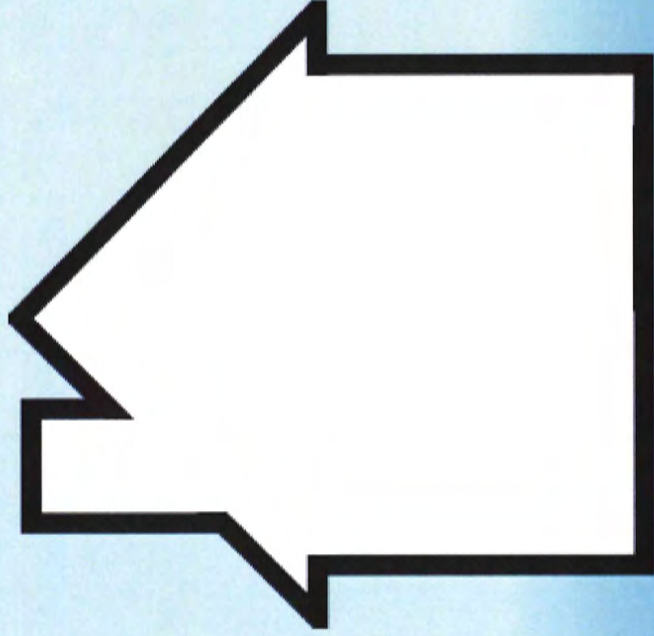


**Where is SCL at home?**

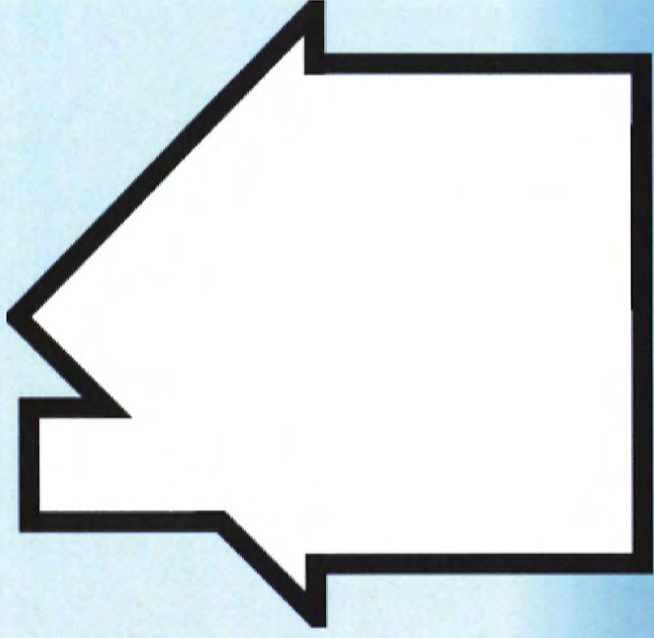


**Where is SCL at home?**

**Incorporated?**



**Macau/Hong Kong**



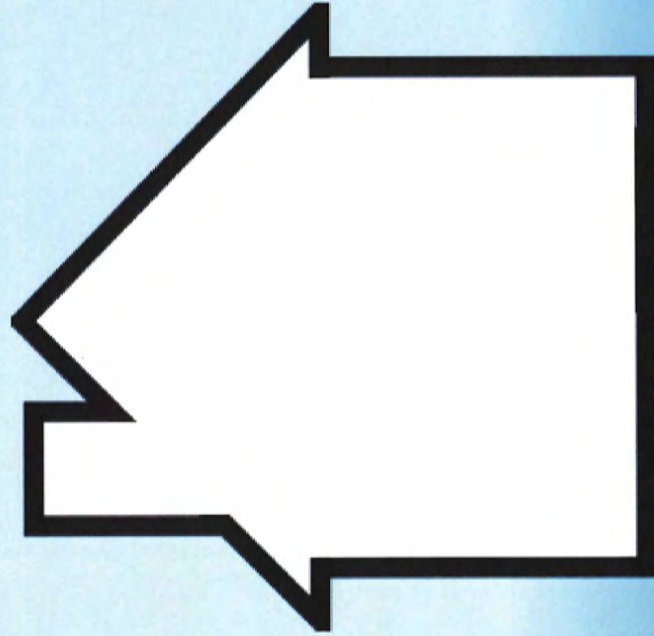
**Las Vegas**

12



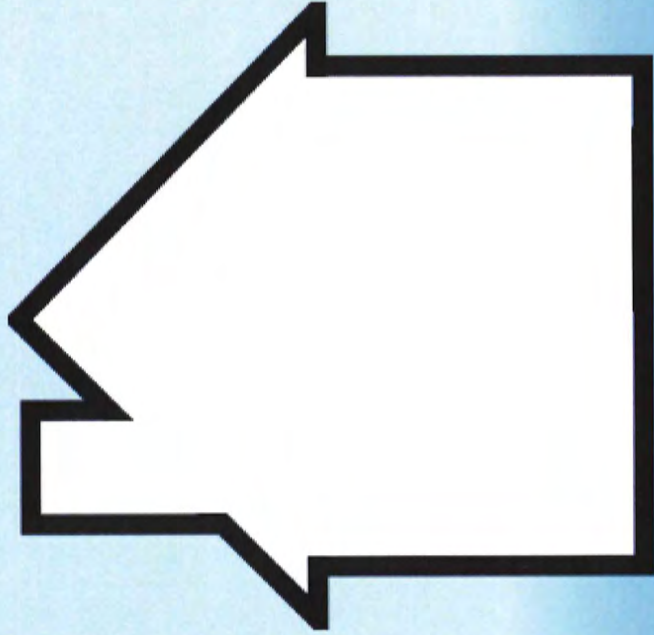
**Where is SCL at home?**

**IPO?**



**Macau/Hong Kong**

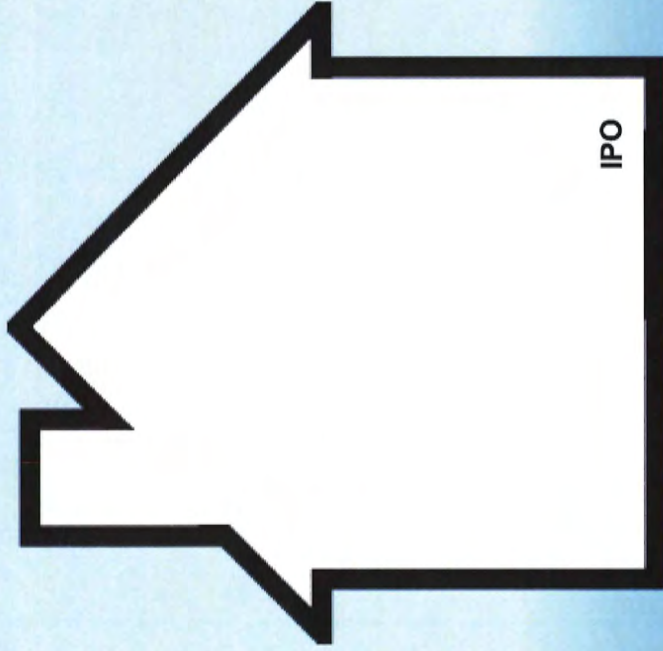
Incorporated = Cayman Islands



**Las Vegas**

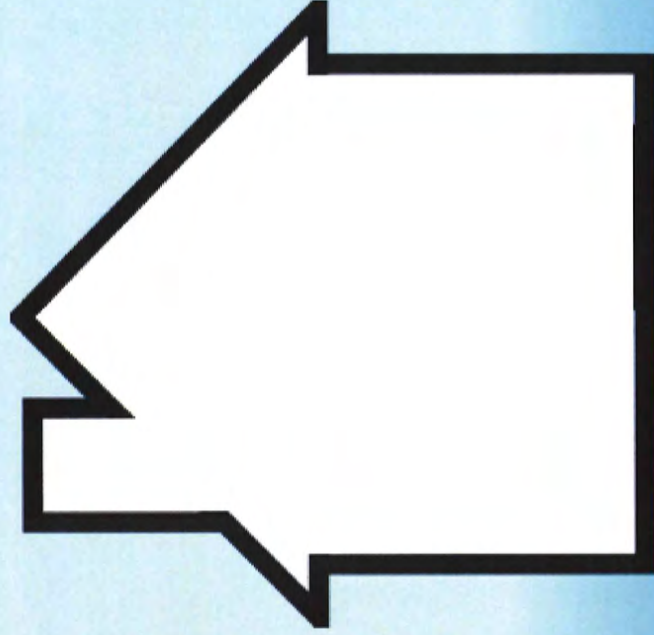
**Where is SCL at home?**

**Bank Accounts?**



**Macau/Hong Kong**

Incorporated = Cayman Islands

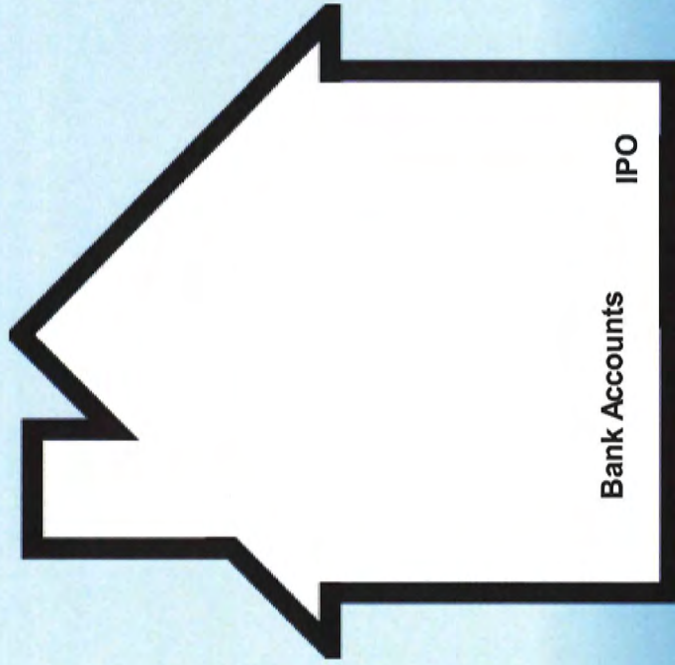


**Las Vegas**



# Where is SCL at home?

## VML Assets?

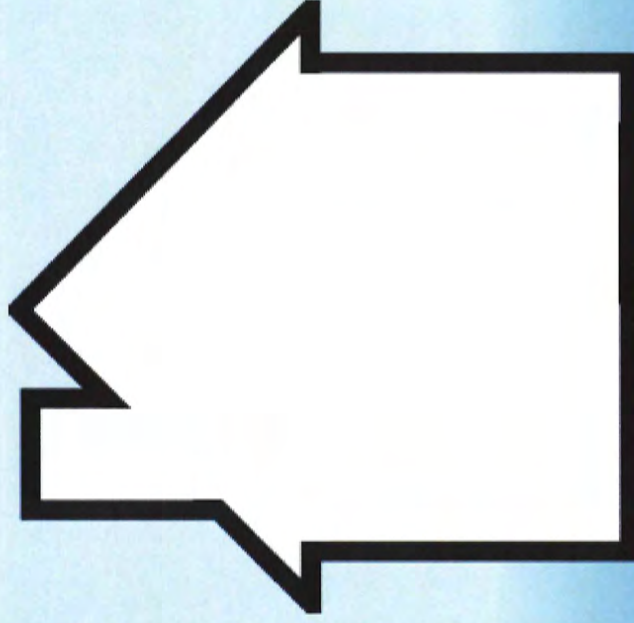


Bank Accounts

IPO

**Macau/Hong Kong**

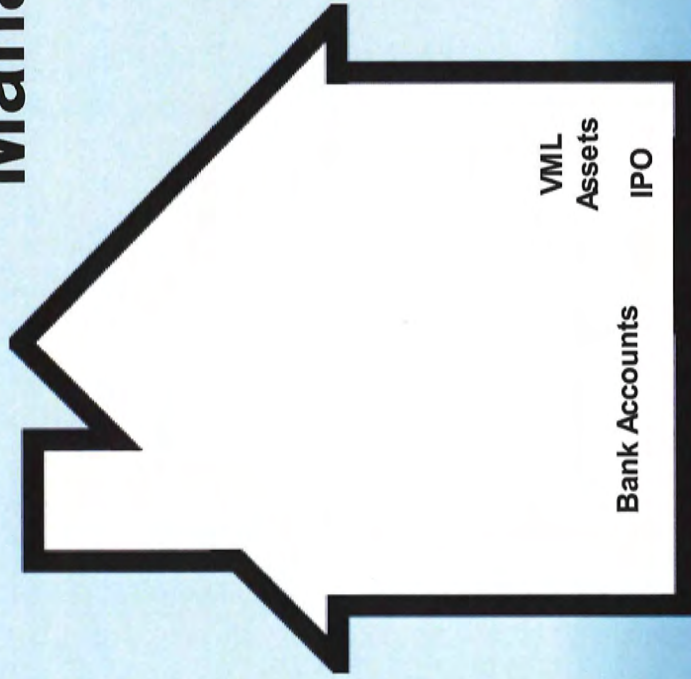
Incorporated = Cayman Islands



**Las Vegas**

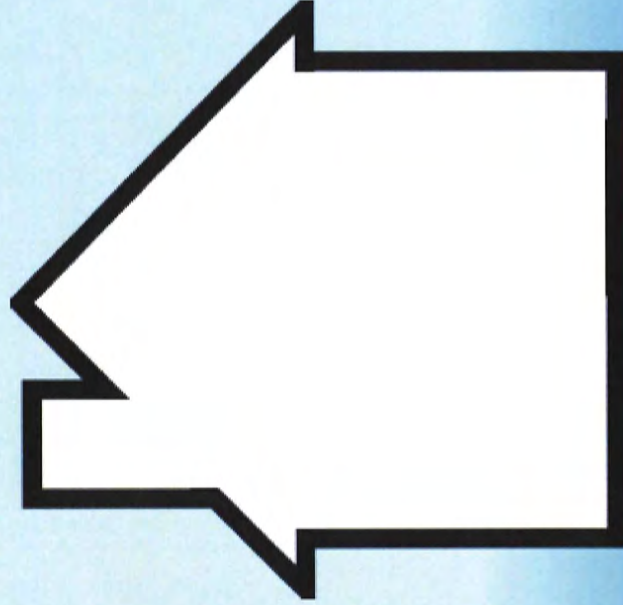
# Where is SCL at home?

## Senior Management?



**Macau/Hong Kong**

Incorporated = Cayman Islands



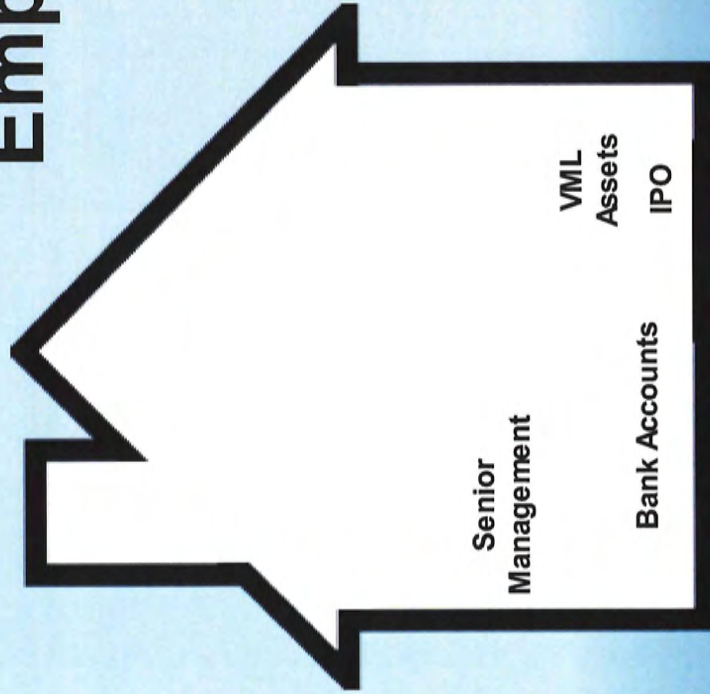
**Las Vegas**



# Where is SCL at home?

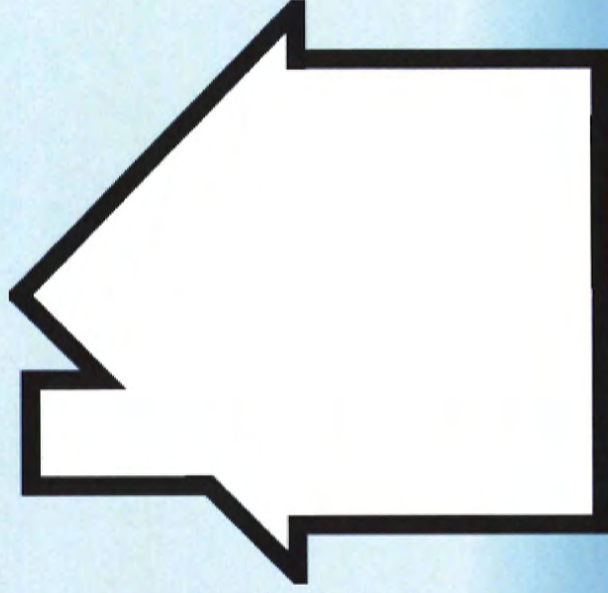
15,000+/- VML

Employees?



**Macau/Hong Kong**

Incorporated = Cayman Islands

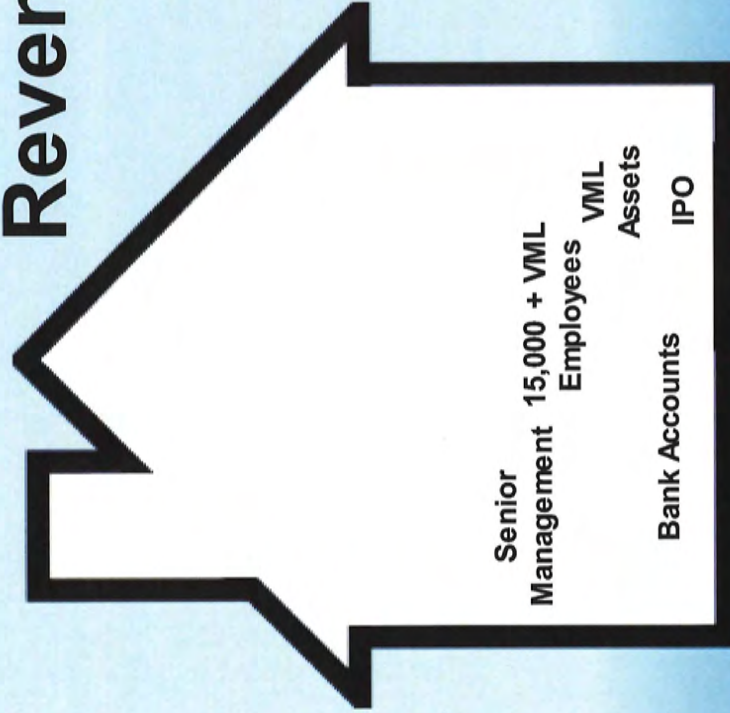


**Las Vegas**

# Where is SCL at home?

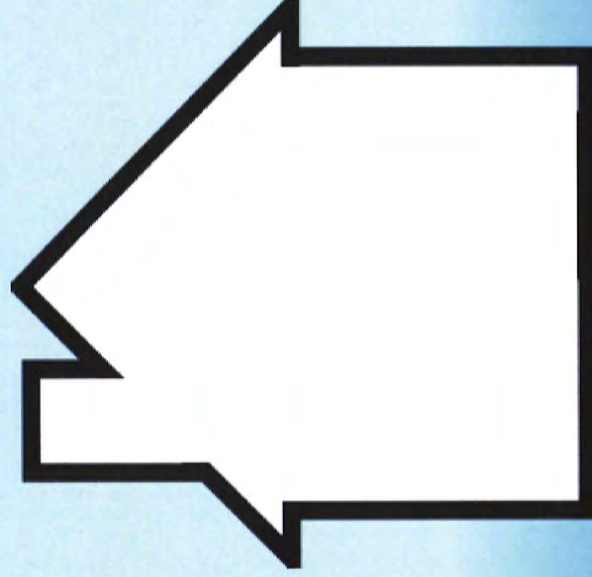
**\$4B+/- VML**

**Revenue 2010?**



**Macau/Hong Kong**

Incorporated = Cayman Islands

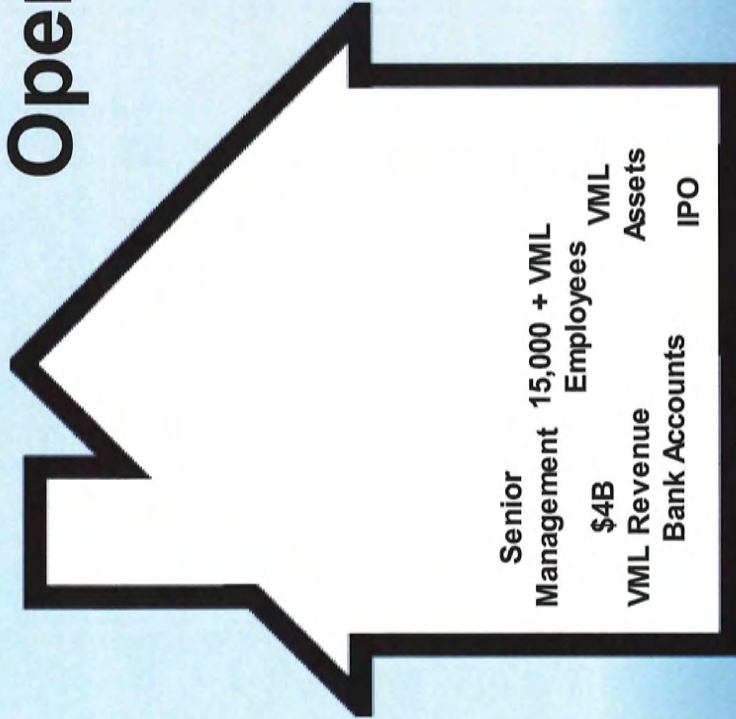


**Las Vegas**



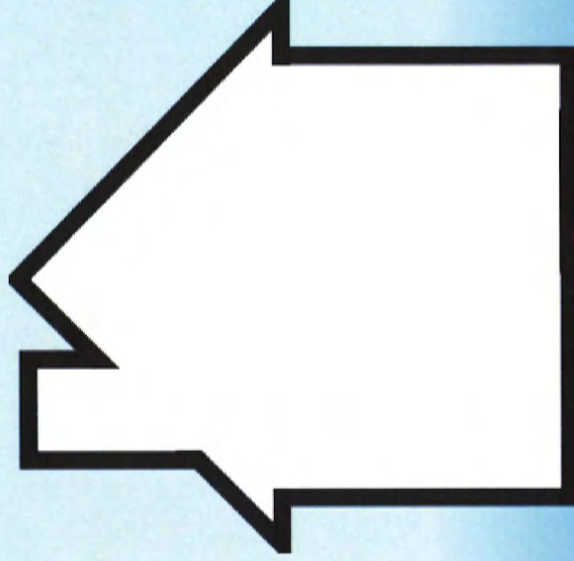
# Where is SCL at home?

## VML Gaming Operations?



**Macau/Hong Kong**

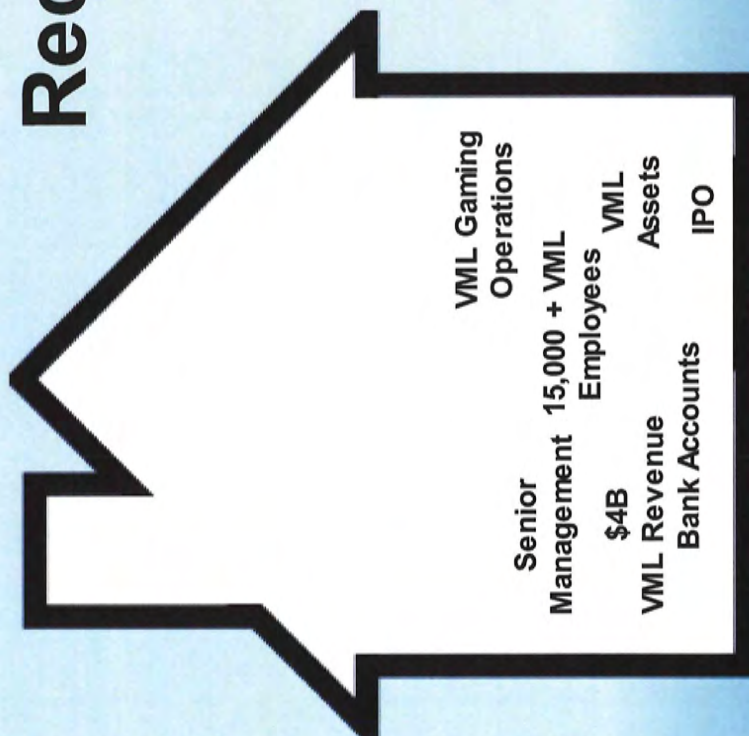
Incorporated = Cayman Islands



**Las Vegas**

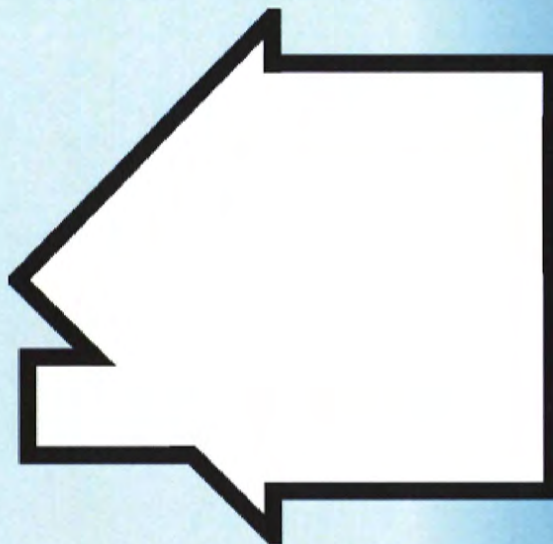
# Where is SCL at home?

## Corporate Records?



**Macau/Hong Kong**

Incorporated = Cayman Islands

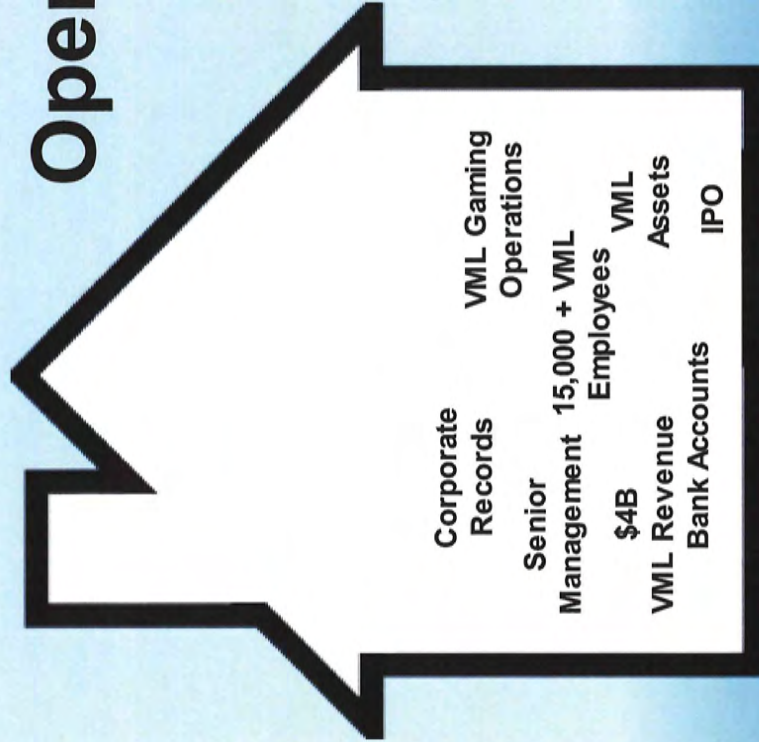


**Las Vegas**



# Where is SCL at home?

## VML Hotel Operations?



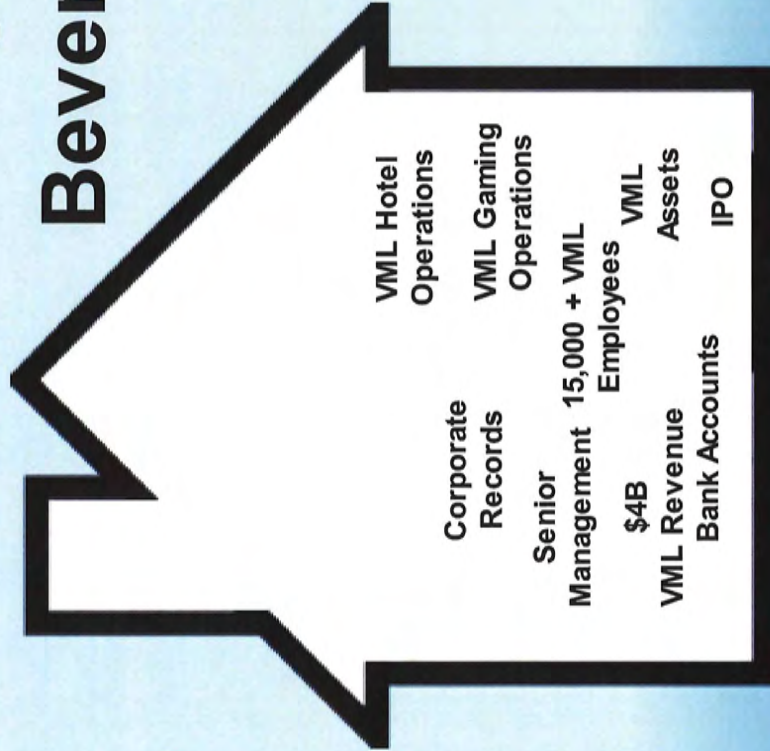
**Macau/Hong Kong**

Incorporated = Cayman Islands

**Las Vegas**

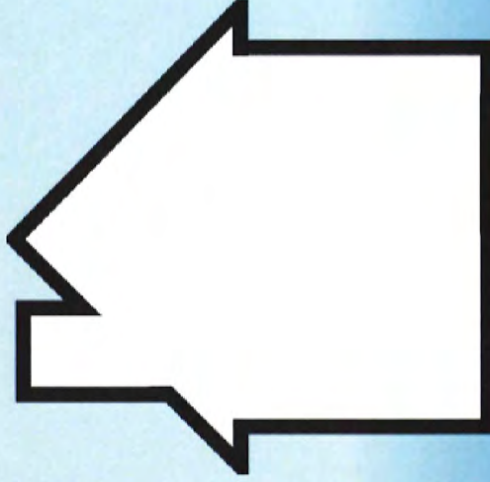
# Where is SCL at home?

## VML Food and Beverage Operations?



**Macau/Hong Kong**

Incorporated = Cayman Islands

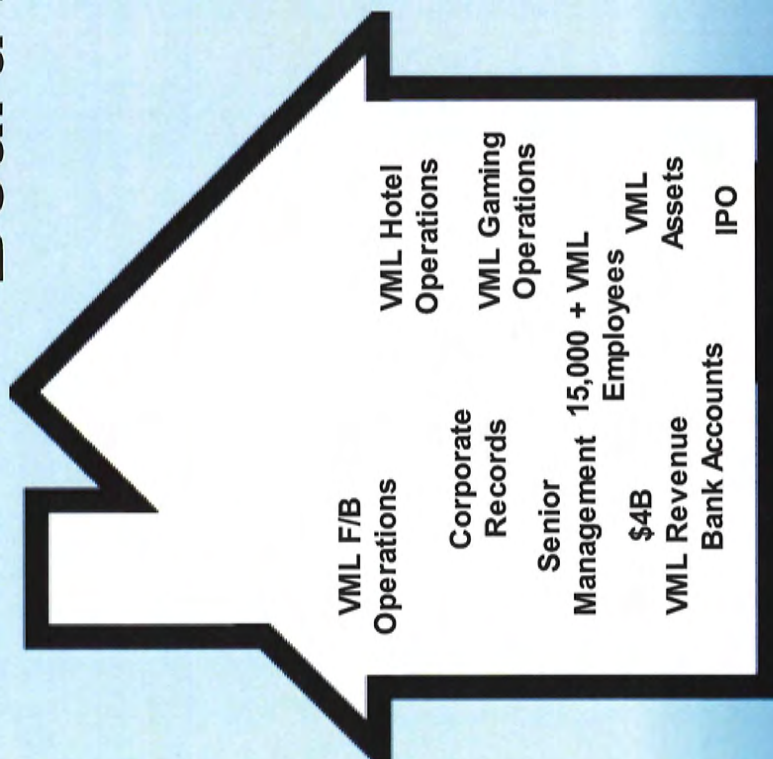


**Las Vegas**



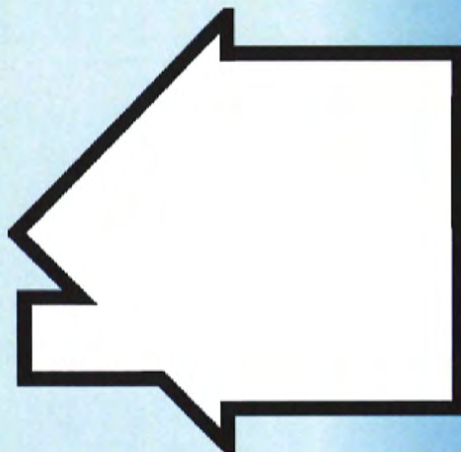
# Where is SCL at home?

## Board Meetings?



**Macau/Hong Kong**

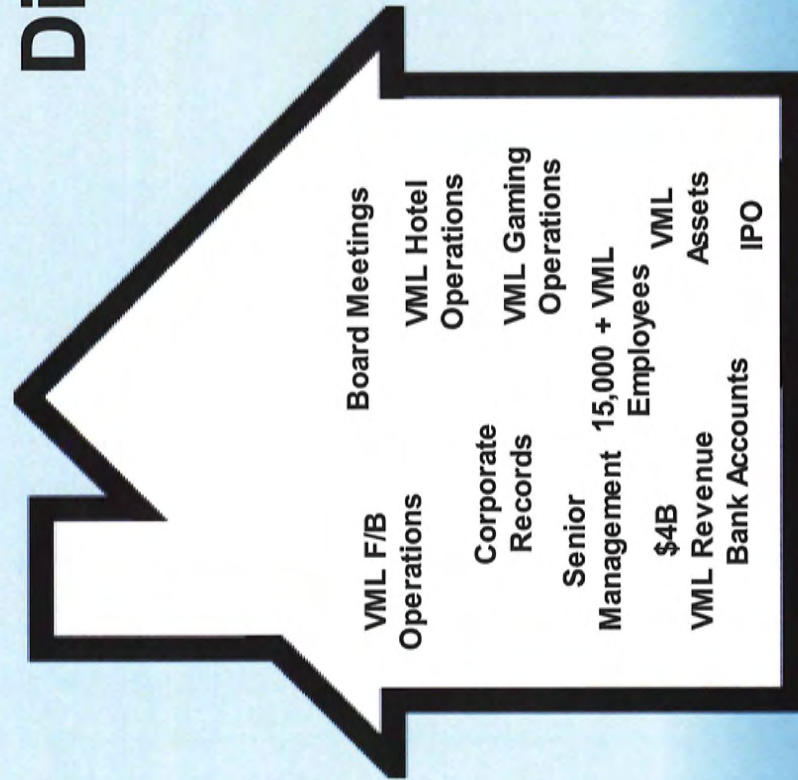
Incorporated = Cayman Islands



**Las Vegas**

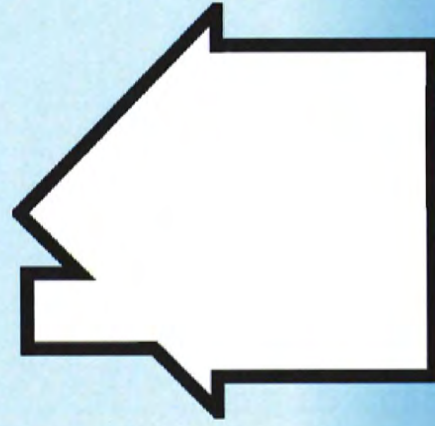
# Where is SCL at home?

## Residence of Directors?



**Macau/Hong Kong**

Incorporated = Cayman Islands

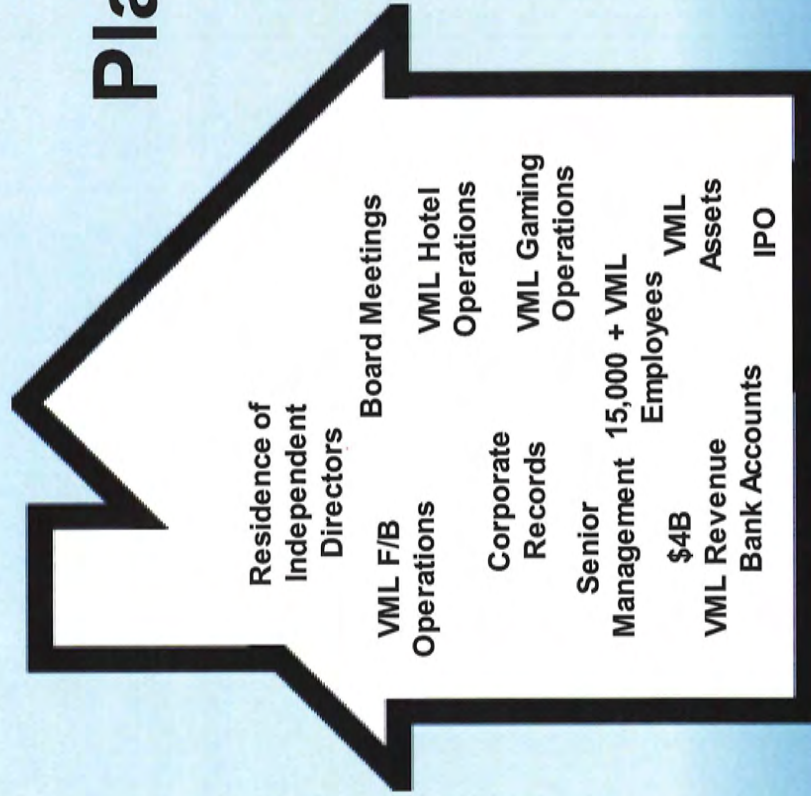


**Las Vegas**



# Where is SCL at home?

## Principal Place of Business?



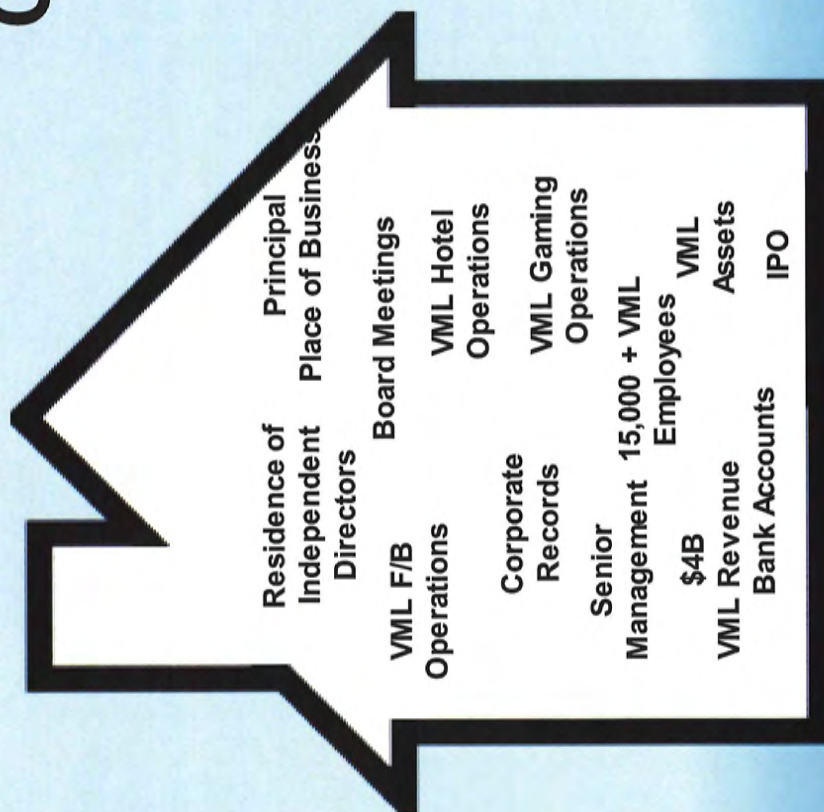
**Macau/Hong Kong**

Incorporated = Cayman Islands

**Las Vegas**

# Where is SCL at home?

## Corporate Office?



**Macau/Hong Kong**

Incorporated = Cayman Islands

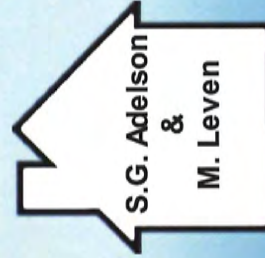
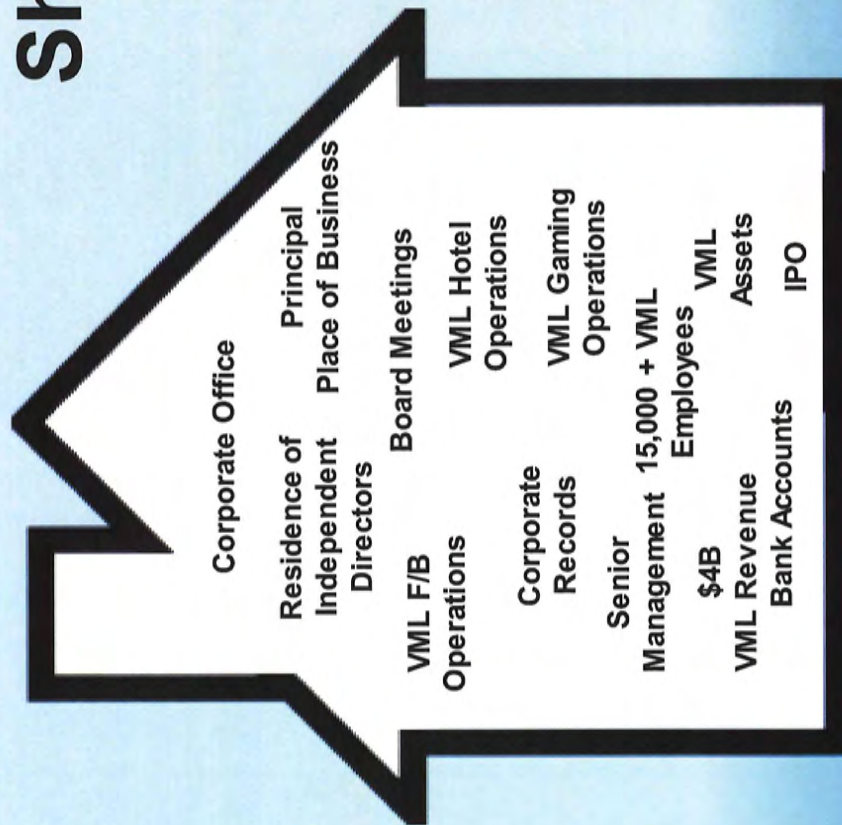


**Las Vegas**



# Where is SCL at home?

## Shared Services?



**Macau/Hong Kong**

Incorporated = Cayman Islands

**Las Vegas**



# “Nerve Center” is the Incorrect Standard

## **Hertz’s “nerve center” standard is NOT applicable because the facts are distinguishable:**

1. Hertz involved a U.S. entity, not a foreign entity;
2. The issue in question concerned the federal diversity statute, not general jurisdiction;
3. The Court’s ruling in *Hertz* based upon a reading of the diversity statute, including the finding that the “nerve center” test comported with legislative intent concerning diversity; and
4. Personal jurisdiction is a matter of constitutional due process.
5. Hertz predates *Daimler* (2010 vs. 2014); .

*Hertz Corp. v. Friend*, 559 U.S. 77, 92-95 (2010).



## “Nerve Center” Test ≠ Jurisdiction

Even if “nerve center” test is used, **Jacobs cannot show that Nevada is SCL’s “principal place of business.”**

1. Macau is SCL’s designated legal headquarters;  
and
2. Macau is SCL’s actual center of direction,  
control and coordination.



# Center of Direction, Control and Coordination

- Pre-August 2010, all officers based = Macau
- Post-Jacobs, new Pres. & COO and Exec. VP & CCO based = Macau
- Chairman of Trans. Advisory Comm. & CEO of Search Comm. most time = Macau
- SCL's Board Meetings = Macau/HK
- Mr. Adelson and Mr. Leven oft visited and were never involved in day to day operations. = Macau
- The SCL Board made, or had to approve, all major decisions = Macau/HK



# The Board Controls a Holding Company

## Where it Meets

“[N]umerous post-Hertz cases...have determined the principal place of business of a holding company by **looking to the location in which its officers or directors meet to make high-level management decisions.**”

*Johnson v. SmithKline Beecham Corp.*, 724 F.3d 337, 354 n.19 (3d Cir. 2013)



## SCL Board Meetings

Mike Leven testified that the SCL Board of Directors met in either Hong Kong or Macau or via teleconference from a phone bank located in Hong Kong.

April 22, 2015 Hearing Transcript at 22:09-24:11



# SCL Board Meetings

金沙中国  
Sands China Ltd.

## SANDS CHINA LTD.

(Incorporated in the Cayman Islands with limited liability)  
(the "Company")

### MINUTES OF A MEETING (THE "MEETING") OF THE BOARD OF DIRECTORS OF THE COMPANY HELD AT 10.00 A.M. ON MAY 20, 2010 VIA TELECONFERENCE.

MEMBERS PRESENT: See attached attendance list.

#### 1. CALL TO ORDER

- 1.1 Mr. Addison called the Meeting to order at 10:03am.

#### 2. CHAIRMAN, NOTICE AND QUORUM

- 2.1 Mr. Addison was appointed chairman (the "Chairman") of the Meeting.  
2.2 Mr. Melo was appointed as the secretary of the meeting.

- 2.3 The Chairman noted that notice of the Meeting had been duly given in accordance with the Section 112 (b) of the Company's Corporate Governance Guidelines.

- 2.4 The Chairman noted that a quorum was present for the Meeting to proceed.

#### 3. DECLARATION OF INTERESTS

- 3.1 IT WAS NOTED THAT under Articles 114 & 115 of the current memorandum and articles of association of the Company (the "Current MHA&A"), each of the Directors having previously declared their interests in accordance with the Current MHA&A, shall be entitled to vote and be counted in the quorum and the Meeting

#### 4. MINUTES FROM PREVIOUS BOARD MEETING

- 4.1 IT WAS NOTED THAT the draft minutes of the meeting of the Board held on April 14, 2010 were presented to the Meeting.  
4.2 IT WAS NOTED THAT the Chairman requested additional time to review the minutes and wished to evaluate the format before final approval.

SANDS CHINA LTD.  
Level 28, Three Pacific Place, 1 Queen's Road East, Hong Kong  
55 Minutes of Board Meeting  
May 21, 2010  
Page 1 of 5

CONFIDENTIAL

LVS00117289

Plaintiff Ex.612\_00001

# SCL Board Meetings

## MINUTES OF A MEETING (THE "MEETING") OF THE BOARD OF DIRECTORS OF THE COMPANY HELD AT 10.00 A.M. ON MAY 10, 2010 VIA TELECONFERENCE.

MINUTES OF A MEETING (THE "MEETING") OF THE BOARD OF DIRECTORS OF THE COMPANY HELD AT 10.00 A.M. ON MAY 10, 2010 VIA TELECONFERENCE.

MEMBERS PRESENT: See 2010-2011 2010-2011 2010-2011

2.3 The Chairman noted that notice of the Meeting had been duly given in accordance with the Section II 2 (b) of the Company's Corporate Governance Guidelines.

2.2 Mr. Rich was appointed as the secretary of the meeting.

2.3 The Chairman noted that notice of the Meeting had been duly given in accordance with the Section II 2 (b) of the Company's Corporate Governance Guidelines.

3.1 **IT WAS NOTED THAT** under Article 114 & 115 of the current memorandum and articles of association of the Company (the "**Current MM&AA**"), each of the Directors having previously declared their interests in accordance with the Current MM&AA, shall be entitled to vote and be counted in the quorum and the Meeting

4.2 **IT WAS NOTED THAT** the Chairman requested additional time to review the minutes and wished to evaluate the format before final approval.

SANDS CORP. LTD.  
Level 20, Three Pacific Place, 1 Queen's Road  
Hong Kong  
Incorporated in the Cayman Islands with limited liability. Share Date 2008

CONFIDENTIAL

Plaintiff Ex.612\_00001

Plaintiff Ex.612\_0000



# Corporate Governance / Articles of Association Exhibits



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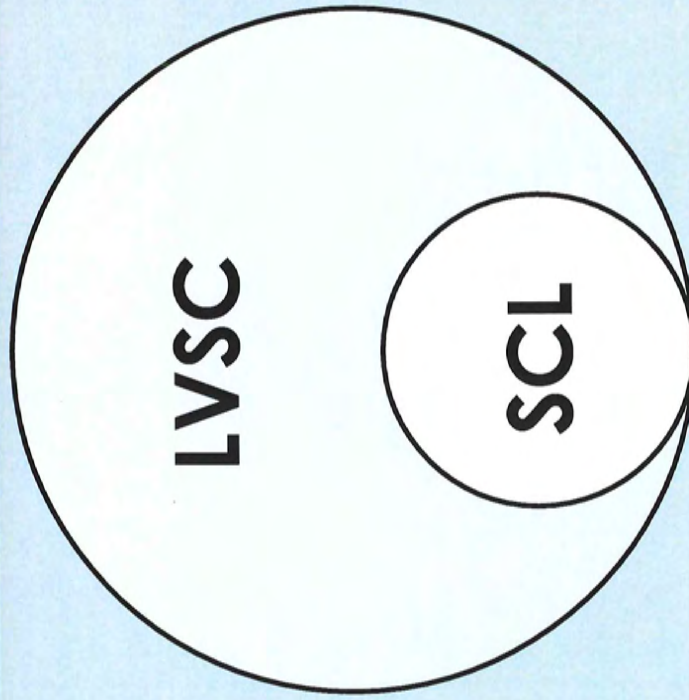
# Alter Ego Theory/Corporate Identities



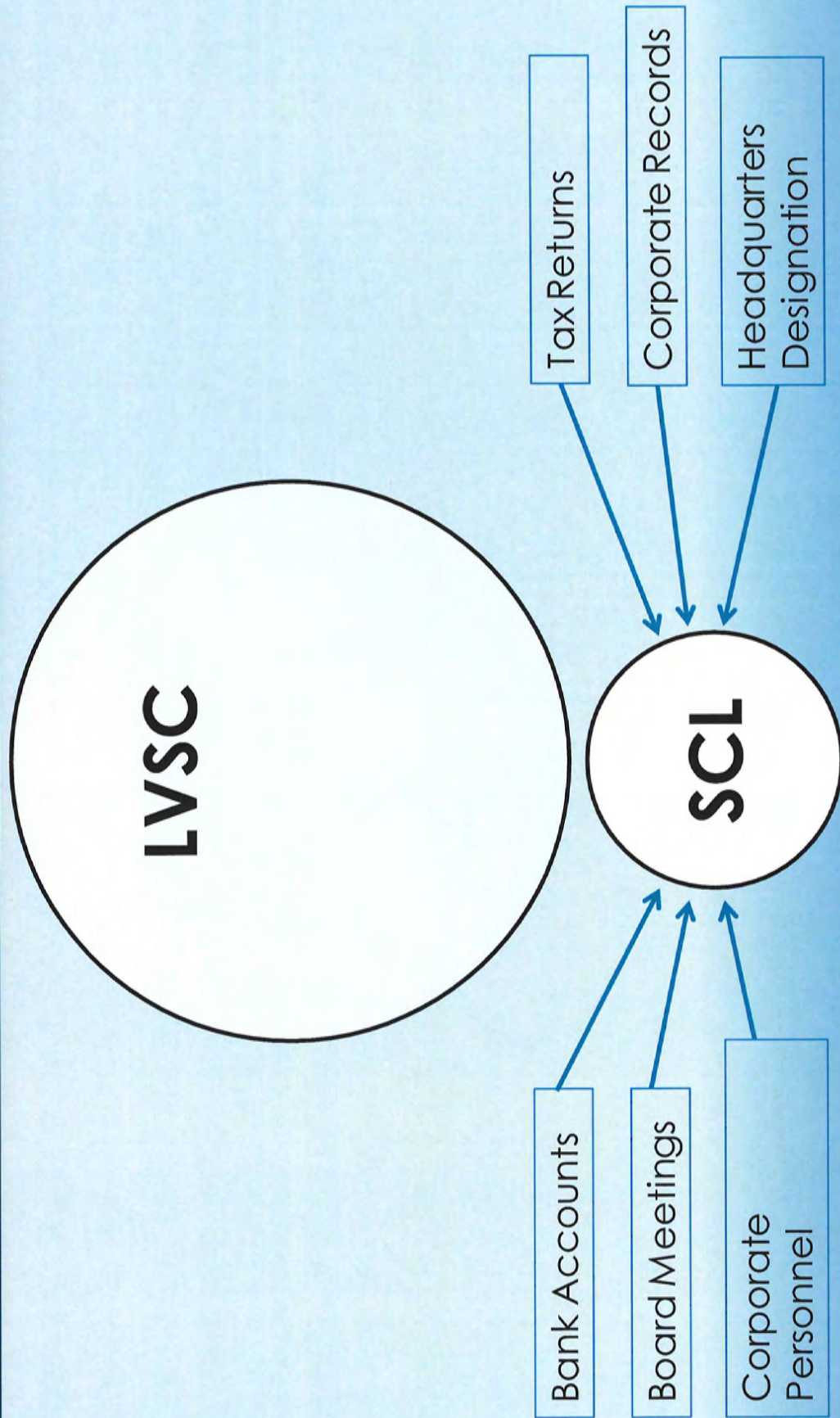
**LVSC**



# Alter Ego Theory/Corporate Identities



# Alter Ego Theory/Corporate Identities





# Control

“[T]he mere fact that an officer of a corporation may temporarily be in the state **or even permanently reside therein**, if not there for the purpose of transacting business for the corporation, **or vested with authority by the corporation to transact business in such state, affords no basis for acquiring jurisdiction.**

*Riverside & Dan River Cotton Mills v.  
Menefee*, 237 U.S. 189, 195 (1915)