

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

DR PARTNERS, a Nevada General  
Partnership, d/b/a STEPHENS MEDIA  
GROUP,

Appellant,

vs.

LAS VEGAS SUN, INC., a Nevada  
Corporation,

Respondent.

Case No. 68700  
District Court Case No. A-15-715008-B

Electronically Filed  
Sep 18 2015 03:05 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

**RESPONDENT'S RESPONSE TO APPELLANT'S DOCKETING STATEMENT**

Respondent Las Vegas Sun, Inc. (the "Sun"), strongly disagrees with Appellant DR Partners' statement of the case and responds pursuant to NRAP 14(f) to Appellant DR Partners' Docketing Statement, filed on September 15, 2015, as follows:

DR Partners describes the underlying case as a dispute between DR Partners and the Sun "over the calculation and distribution of profits under a Joint Operating Agreement." DR Partners further asserts that the dispute is an accounting dispute subject to the limited arbitration provision contained in the Joint Operating Agreement, which is to be resolved by a certified public accountant. DR Partners' description of the action is not accurate.

A plain reading of the Sun's First Amended Complaint reveals that the underlying case presents a dispute regarding a single issue of contract interpretation. This issue of law concerns the meaning of Section 4.2 of the Joint Operating Agreement, which governs the parties' editorial-cost burdens. Section 4.2 is independent from Appendix D and is not subject to the limited arbitration provision contained therein. Appendix D solely governs financial disputes arising

from an audit of the Las Vegas Review Journal's books and records, which reveal that the Sun is entitled to arrearages due from DR Partners' payment-calculation errors.

In the underlying action, the Sun does not seek either a monetary judgment or an accounting determination from the district court. The issue presented below is a simple issue of contract interpretation that is not subject to the arbitration provision contained in Appendix D of the Joint Operating Agreement. Until there is a judicial resolution of the meaning of Section 4.2, it remains unclear whether the Sun would even have a claim in arbitration.

Dated this 18th day of September, 2015.

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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of Lewis Roca Rothgerber LLP, and that on the 18th day of September, 2015, I caused the forgoing **RESPONDENT'S RESPONSE TO APPELLANT'S DOCKETING STATEMENT** to be served:

\_\_\_\_\_ by placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail at Reno, Nevada, postage prepaid, following ordinary business practices, addressed as follows:

  X   by electronically filing the foregoing with the Supreme Court of Nevada's electronic filing system, which will send a notice of electronic filing to the following:

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\_\_\_\_\_  
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