

In the Supreme Court Of The State Of Nevada

NEWS+MEDIA CAPITAL GROUP
LLC, a Delaware limited liability
company; and LAS VEGAS REVIEW-
JOURNAL, INC., a Delaware limited
liability company,

Appellants/Cross-Respondents,

v.

LAS VEGAS SUN, INC., a Nevada
corporation,

Respondent/Cross-Appellant.

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Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

From the Eighth Judicial District Court, Clark County
The Honorable Timothy C. Williams District Judge Presiding
District Court Case No. A-18-772591-B

RESPONDENT/CROSS-APPELLANT'S APPENDIX

VOLUME 1

PAGES 1-31

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TABLE OF CONTENTS TO APPENDIX

| Date Filed | Document | Vol. | Pages |
|-------------------|--|-------------|------------------------------|
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 1) | 1 | RA 1–31 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 2) (FILED UNDER SEAL) | 2 3 | RA 32–281 RA 282–301 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 3) (FILED UNDER SEAL) | 3 4 | RA 302–531 RA 532–557 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 4) (FILED UNDER SEAL) | 4 5 | RA 558–781 RA 782–812 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 5) (FILED UNDER SEAL) | 5 6 | RA 813–1031 RA 1032–1067 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 6) (FILED UNDER SEAL) | 6 7 | RA 1068–1281 RA 1282–1326 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 7) (FILED UNDER SEAL) | 7 8 | RA 1327–1531 RA 1532–1581 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the | 8 9 | RA 1582–1781 RA 1782–1837 |

| | | | |
|----------|---|----------|------------------------------|
| | Award, in Part (Volume 8) (FILED UNDER SEAL) | | |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 9) (FILED UNDER SEAL) | 9 10 | RA 1838–2031 RA 2032–2093 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 10) (FILED UNDER SEAL) | 10 11 | RA 2094–2281 RA 2282–2348 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 11) (FILED UNDER SEAL) | 11 12 | RA 2349–2531 RA 2532–2604 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 12) (FILED UNDER SEAL) | 12 13 | RA 2605–2781 RA 2782–2680 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 13) (FILED UNDER SEAL) | 13 14 | RA 2681–3031 RA 3032–3116 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 14) (FILED UNDER SEAL) | 14 15 | RA 3117–3281 RA 3282–3372 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 15) (FILED UNDER SEAL) | 15 16 | RA 3373–3531 RA 3532–3628 |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the | 16 17 | RA 3629–3781 RA 3782–3884 |

| | | | |
|----------|---|----------|------------------------------|
| | Award, in Part (Volume 16) (FILED UNDER SEAL) | | |
| 09/13/19 | Appendix of Exhibits to: Plaintiff's Motion to Confirm Arbitration Award, in Part, and to Vacate or, Alternatively, Modify or Correct the Award, in Part (Volume 17) (FILED UNDER SEAL) | 17 18 | RA 3885–4031 RA 4032–4085 |

DATED this 22nd day of June, 2020.

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CERTIFICATE OF SERVICE

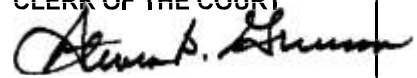
Pursuant to NRCP 5(b), I certify that I am an employee of Lewis Roca Rothgerber Christie LLP and that on this date, I caused the foregoing **RESPONDENT/CROSS-APPELLANT'S APPENDIX (VOLUME 1)** to be served by electronically filing the foregoing with the Clerk of the Supreme Court of Nevada by using the ECF system, which will send notice of electronic filing to the following::

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22 **DISTRICT COURT**

23 **CLARK COUNTY, NEVADA**

24 LAS VEGAS SUN, INC., a Nevada
25 corporation,

26 Plaintiff,

27 vs.

28 NEWS+MEDIA CAPITAL GROUP LLC, a
Delaware limited liability company; and LAS
VEGAS REVIEW-JOURNAL, INC., a
Delaware limited liability company;

Defendants.

CASE NO.: A-18-772591-B

DEPT.: 16

APPENDIX OF EXHIBITS TO:
PLAINTIFF'S MOTION TO CONFIRM
ARBITRATION AWARD, IN PART,
AND TO VACATE OR,
ALTERNATIVELY, MODIFY OR
CORRECT THE AWARD, IN PART

(VOLUME 1)

TABLE OF CONTENTS TO APPENDIX

| Tab | Document | Date | Vol. | Pages |
|------------|--|-------------|-------------|--------------|
| 01 | Amended and Restated Agreement | 06/10/05 | 1 | 1–25 |
| 02 | Arbitration Scheduling Order in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 01/09/19 | 2 | 26–34 |
| 03 | Final Award of Arbitrator in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 07/02/19 | 2 | 35–46 |
| 04 | Arbitration Exhibit C290, House Ad Demonstrative (FILED UNDER SEAL) | | 2 | 47–85 |
| 05 | Arbitration Exhibit C54, Leif Reid Letter to Craig Moon Re: Notice of Audit of Las Vegas Review-Journal Books and Records (FILED UNDER SEAL) | 05/12/16 | 2 | 86–88 |
| 06 | Arbitration Exhibit C55, Leif Reid Letter to Craig Moon Re: Audit of the Las Vegas Review-Journal by the Las Vegas Sun: Initial Documentation (FILED UNDER SEAL) | 07/08/16 | 2 | 89–95 |
| 07 | Arbitration Exhibit C56, Lee Simonwitz Letter to Leif Reid Re: Letter dated July 8, 2016 on behalf of Las Vegas Sun (FILED UNDER SEAL) | 07/25/16 | 2 | 96–98 |
| 08 | Arbitration Exhibit C59, Leif Reid Letter to Craig Moon Re: Audit of the Las Vegas Review-Journal by the Las Vegas Sun: Initial Documentation (FILED UNDER SEAL) | 09/05/17 | 2 | 99–100 |
| 09 | Arbitration Exhibit C60, Richard Pocker Letter to Leif Reid Re: Letter Dated September 5, 2017 (FILED UNDER SEAL) | 10/06/17 | 2 | 107–108 |
| 10 | Arbitration Exhibit C61, Richard Pocker Letter to Leif Reid Re: Las Vegas Review Journal (FILED UNDER SEAL) | 11/16/17 | 2 | 109–110 |
| 11 | Arbitration Exhibit C63, Richard Pocker Letter to Leif Reid Re: Las Vegas Review Journal (FILED UNDER SEAL) | 12/21/17 | 2 | 111–113 |
| 12 | Arbitration Exhibit C66, Richard Pocker Letter to Leif Reid Re: Las Vegas Review Journal (FILED UNDER SEAL) | 01/19/18 | 2 | 114–116 |
| 13 | Arbitration Exhibit C67, Leif Reid Letter to Richard Pocker Re: Las Vegas Review Journal (FILED UNDER SEAL) | 01/24/18 | 2 | 117–121 |
| 14 | Arbitration Exhibit C71, Bob Cauthorn Letter to Craig Moon Re: JOA Non-Compliance Issues (FILED UNDER SEAL) | 05/06/16 | 2 | 122–129 |
| 15 | Arbitration Exhibit C159, Chris Blaser Email to David Serfozo Re: LV Sun Logo Usage Questions (FILED UNDER SEAL) | 04/14/16 | 2 | 130–131 |

| | | | | |
|----|---|----------|------------------|---|
| 16 | Claimant Las Vegas Sun's Prehearing Brief in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/08/19 | 2 3 | 132-275 276-485 |
| 17 | Respondents' Prehearing Brief in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/08/19 | 3 4 5 6 | 486-525 526-775 776-1025 1026-1099 |
| 18 | Claimant Las Vegas Sun's Post-Hearing Brief in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 06/03/19 | 6 | 1100-1153 |
| 19 | Respondents' Post-Hearing Brief in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 06/03/19 | 6 | 1154-1217 |
| 20 | Arbitration Exhibit C168, Keith Moyer Email to Stephen Hall Re: JOA Summary Analysis (FILED UNDER SEAL) | 08/02/18 | 6 | 1218-1222 |
| 21 | Transcript of Proceedings, Volume 1, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/15/19 | 6 7 8 | 1223-1275 1276-1525 1526-1613 |
| 22 | Transcript of Proceedings, Volume 2, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/16/19 | 8 9 | 1614-1775 1776-2020 |
| 23 | Transcript of Proceedings, Volume 3, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/17/19 | 9 10 11 | 2021-2025 2026-2275 2276-2321 |
| 24 | Transcript of Proceedings, Volume 4, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/18/19 | 11 12 | 2322-2525 2526-2632 |
| 25 | Transcript of Proceedings, Volume 5, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/19/19 | 12 13 | 2633-2775 2776-3006 |
| 26 | Transcript of Proceedings, Volume 6, A.M. Session, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/25/19 | 13 14 | 3007-3025 3026-3235 |
| 27 | Transcript of Proceedings, Volume 6, P.M. Session, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/25/19 | 14 15 | 3236-3275 3276-3481 |
| 28 | Transcript of Proceedings, Volume 7, A.M. Session, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/26/19 | 15 16 | 3482-3525 3526-3694 |
| 29 | Transcript of Proceedings, Volume 7, P.M. Session, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 04/26/19 | 16 17 | 3695-3775 3776-3853 |
| 30 | Transcript of Proceedings, Volume 8, in AAA Case No. 01-18-0000-7567 (FILED UNDER SEAL) | 05/09/19 | 17 | 3854-3970 |

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DATED this 13th day of September, 2019.

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CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Civil Procedure 5(b), I certify that I am an employee of Lewis Roca Rothgerber Christie LLP, and that on this date, I caused the foregoing **APPENDIX OF EXHIBITS TO: PLAINTIFF'S MOTION TO CONFIRM ARBITRATION AWARD, IN PART, AND TO VACATE OR, ALTERNATIVELY, MODIFY OR CORRECT THE AWARD, IN PART (VOLUME 1)** to be served by electronically filing the foregoing with the Odyssey electronic filing system, which will send notice of electronic filing to the following:

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DATED this 13th day of September, 2019.



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1

1

AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement (“Restated Agreement”) dated as of June 10, 2005 between DR Partners, a Nevada General Partnership, the successor-in-interest to Donrey of Nevada, Inc. (“DR”) and the Las Vegas Sun, Inc., a Nevada corporation (“Sun”).

PRELIMINARY STATEMENT

WHEREAS, DR owns and publishes in Las Vegas, Nevada, a morning newspaper on weekdays, a morning newspaper on Saturdays and holidays, and a Sunday newspaper, each known as the Las Vegas Review-Journal (hereinafter referred to as the “Review-Journal”); and

WHEREAS, Sun owns in Las Vegas, Nevada, an afternoon newspaper on weekdays, known as the Las Vegas Sun (hereinafter referred to as the “Sun”) and a combined Saturday and Sunday paper with the Review-Journal; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I **REGULATORY FILING AND TERM**

1.1 **Regulatory Filing.** Within ten business days (or on such later day as the parties may agree) the Parties agree to file the Restated Agreement with the Attorney General of the United States under the Newspaper Preservation Act within the Department of Justice and to use their best efforts and take all action necessary to effect the intent of this Restated Agreement. In the event of any action by the United States Department of Justice after the filing of the Restated Agreement which, in the sole opinion of either party, hinders, impairs, seeks to halt or otherwise materially impacts this Restated Agreement, then either party may declare the Restated Agreement null and void, and the 1989 Agreement between the parties shall be reinstituted and remain in full force and effect. The Restated Agreement does not constitute any limitation on either party’s obligation to engage in good faith labor negotiations if and as required by the National Labor Relations Act, and to implement any understandings it may reach in such negotiations.

Upon execution hereof, each party shall furnish to the other a written opinion of its counsel that all necessary corporate or partnership action has been taken to authorize this Restated Agreement and that, subject to the conditions of the preceding paragraph, this Restated Agreement shall constitute the valid and binding obligation of the respective party. The parties agree to cooperate in coordinating meetings with government officials, community leaders, employees and their representatives, advertisers and others to explain the Restated Agreement.

Each party shall pay its own costs and professional fees in connection with the formulation and drafting of the Restated Agreement and the preparation and filing of the Restated Agreement with the Department of Justice. From and after the filing of such Restated Agreement, all costs and professional fees in connection with seeking any required approval by the Department of Justice shall be controlled and approved by the Review-Journal and such cost and shall be borne solely by Review-Journal.

1.2 Term. The term of this Restated Agreement shall begin at 12:00 a.m. on June 10, 2005 ("the Effective Date"). The 1989 Agreement shall remain in full force and effect through September 30, 2005 (the "Transition Date"). Subject to the termination provisions set forth in Article 9, the Restated Agreement shall continue for an initial period ending at the close of business on the 31st day of December of the fiftieth (50th) year from July 1, 1990. The Restated Agreement shall then automatically renew for succeeding periods of ten (10) years unless either party shall notify the other in writing at least two (2) years prior to the end of the then current period that it elects to terminate the Restated Agreement at the end of said period. The phrase "term of this Agreement" as used hereafter shall mean the initial period and any renewal period or periods.

ARTICLE 2

AGENCY

Intentionally omitted

ARTICLE 3

Intentionally omitted

ARTICLE 4

NEWS AND EDITORIAL COPY, FEATURES AND SERVICES

4.1 Maintenance of News and Editorial Staff, Feature Materials. Review-Journal and Sun each shall maintain a staff of news and editorial employees, and shall license such feature materials (including, but not limited to, news and editorial services supplied by third parties), adequate to provide its respective newspaper with all of the news and editorial copy and related services deemed necessary by each of them as to its respective newspaper. Review-Journal shall use commercially reasonable efforts to cause third party suppliers of feature materials and professional associations to provide such feature materials and association memberships to Sun at rates equivalent to those currently charged to Sun.

4.2 News and Editorial Allocations. The Review-Journal and the Sun shall each bear their own respective editorial costs and shall establish whatever budgets each deems appropriate.

4.3 Furnishing News and Editorial Copy and Services. In furnishing features, news and editorial copy, and like materials to Review-Journal for publication in the Sun, and in providing layout for such material, Sun shall provide all such material in a form appropriate for the production of its newspaper, in conformity with the mechanical standards, deadlines and production requirements which prevail in the Review-Journal plant from time to time, including

deadlines, page sizes, column widths, and cut-offs established by Review-Journal, upon reasonable notice to Sun. Sun shall acquire and maintain at its expense such newsroom equipment (including, but not limited to, newspaper production systems, i.e., “front-end” systems) as may be required to interface with Review-Journal production facilities. In the event that the newspaper production system used by the Review-Journal is changed and (i) the Sun has utilized a production system that is current with systems commonly employed in the newspaper industry; (ii) the change by the Review-Journal results in any loss of a fully functional interface with the Sun newspaper production system, the Review-Journal shall be responsible to furnish such additional software, hardware and technical services to the Sun as may be necessary to establish such an interface. The Review-Journal shall give Sun ninety (90) days advance notice of anticipated changes to the Review-Journal’s production system, including technical specifications for the new or modified system. The Sun shall treat any software provided as confidential and conform to all applicable licensing requirements for such software. Newshole limitations and other matters are set forth in Appendix A hereto. The parties agree to begin the publication cycle changes for the Sun on the Transition Date (or on such latter day as the parties may agree). The Review-Journal reserves the right to print conspicuous notices to the effect that the news content of the non-Sun portion of the Newspapers, including locally produced supplements, is produced by Review-Journal personnel. The Sun reserves the right to print conspicuous notices to the effect that the news content of the non-Review-Journal portion of the Newspapers, including locally produced supplements, is produced by Sun personnel.

4.4 Intentionally omitted.

ARTICLE 5

CONTINUING PUBLICATION AND
NEWS AND EDITORIAL AUTONOMY

5.1 Production and Promotion of the Newspapers. Subject to the terms of the Restated Agreement, and as of the Transition Date, Sun shall be a daily morning newspaper as specified in Appendix A. The Review-Journal shall be a daily morning newspaper, as specified in Appendix A, including such sections and materials as are consistent with custom and practice in the United States metropolitan daily newspaper industry. So long as Sun furnishes news and editorial copy, features and services to Review-Journal in accordance with Article 4 of this Restated Agreement, Review-Journal agrees to produce the Sun daily as a morning newspaper as provided herein to include the Sun copy and to sell all advertising for, promote and circulate such newspapers as provided herein. The daily Sun and the daily Review-Journal are hereinbefore and hereinafter referred to as the “Newspapers”. Review-Journal shall print the Newspapers in the Review-Journal plant or plants located at such place or places as Review-Journal may determine, and all operations under this Restated Agreement, except the operation of the Sun’s news and editorial department, shall be carried on and performed by the Review-Journal with Review-Journal employees and equipment and in the Review-Journal’s said plant or plants or by independent contractors selected by the Review-Journal. All costs, including capital expenditures, of operations under this Restated Agreement, except the operation of the Sun’s news and editorial department, shall be borne by Review-Journal.

The Review-Journal shall control, supervise, manage and perform all operations involved in managing and operating under this Restated Agreement, including the need, if any, for Sunday supplements and comics, total or zoned market coverage, direct mail or other publication programs, zoned editions, and printing, selling and distributing the Newspapers, shall determine page sizes, number of columns per page, cut-offs, page makeup of non-news and non-editorial (subject to Appendix A), and all other mechanical and technical functions of the Newspapers, shall purchase newsprint, materials and supplies as required and shall determine the rates for, solicit and sell all advertising space in the Newspapers, shall determine circulation rates, collect the Newspapers' circulation and advertising accounts receivable, and shall make all determinations and decisions and do any and all acts and things related to the foregoing activities, provided:

5.1.1 Format. Review-Journal shall not change the format of the Sun to any size or format different from that of the Review-Journal without approval of Sun.

5.1.2 Sun Editions. The number of Sun editions shall not be changed without approval of Sun.

5.1.3 Circulation. Review-Journal shall use commercially reasonable efforts to maximize the circulation of the Newspapers.

5.1.4 Promotional Activities. Review-Journal shall use commercially reasonable efforts to promote the Newspapers. Any promotion of the Review-Journal as an advertising medium or to advance circulation shall include mention of equal prominence for the Sun. Either the Review-Journal or Sun may undertake additional promotional activities for their respective newspaper at their own expense. For all promotional activities for the Newspapers paid for by the Review-Journal, the Review-Journal shall be responsible for all promotional copy preparation and placement, provided however, that the Sun shall have the right to approve all promotional copy for the Sun that does not generically and concurrently promote both Newspapers.

5.1.5 Intentionally omitted.

5.1.6 Meetings of JOA Participants. DR senior management shall meet quarterly with Sun senior management to discuss performance under this Restated Agreement.

5.1.7 Advertising Acceptability. Sun may reject any advertising or types of advertising for the Sun which is, in the opinion of Sun, undesirable or inappropriate for publication therein, and shall notify Review-Journal in writing of any specific advertising or types of advertising that Sun deems undesirable for publication. Review-Journal shall accept all advertising for the Sun other than the advertising indicated on Sun's written notice, subject to all laws affecting the acceptability of advertising.

5.1.8 Intentionally omitted.

5.2. News and Editorial Autonomy. Preservation of the news and editorial independence and autonomy of both the Review-Journal and the Sun is of the essence of this Restated Agreement. Sun shall have exclusive and complete control, authority and direction over the news and editorial content, features and services to be furnished by Sun to Review-Journal to be included in its newspaper, including without limitation the right of selection of all its news and editorial employees, and the exclusive right to hire and discharge such employees. Review-Journal shall have exclusive and complete control, authority and direction over the news and editorial content, features and services in its newspapers, including without limitation the right of selection of all its news and editorial employees, and the exclusive right to hire and discharge such employees. The Review-Journal and Sun each hereby agrees to preserve high standards of newspaper quality throughout the term of this Restated Agreement consistent with United States metropolitan daily newspapers.

5.3. Performance and Cooperation. Sun and Review-Journal agree to take all corporate action necessary to carry out and effectuate the intent, purposes and provisions of this Restated Agreement, and to cooperate with the other party in every reasonable way that will promote successful and lawful operation under this Restated Agreement for both parties.

5.4 Sun Office Space. The Sun shall provide and pay for its own offices for its news and editorial department and management.

ARTICLE 6 Intentionally omitted

ARTICLE 7 PAYMENT

During the term of this Restated Agreement, DR and the Sun shall receive the amounts set forth in Appendix D.

ARTICLE 8 NON-LIABILITY PROVISIONS

8.1 Defense of Claims and Indemnification. Any claim, demand, suit, action, obligation or other liability asserted against or sustained by Review-Journal and Sun, or either of them, in respect of any third party ("Claims") shall be dealt with as provided in this Article 8. For all purposes of this Article 8, the term "cost or expense" shall include reasonable attorneys' fees and costs, whether or not taken to trial or appeal or in any bankruptcy or other related proceeding.

8.1.1 Claims Related to the Joint Operation. Review-Journal shall defend and shall control the defense or settlement of any third party Claims related to the joint operations or to its performance or non-performance under this Restated Agreement (including but not limited to Claims arising from any advertising published in, or excluded from, any of the Newspapers -

except as provided in Section 8.1.2 - and claims in respect of feature, news and editorial content furnished by Sun hereunder arising as a result of any act or omission on the part of Review-Journal other than republication in the form furnished by Sun), devoting reasonable efforts to minimizing any resulting liability and related cost or expense. Any such liability, and the cost of expense related thereto, shall be borne by the Review-Journal, except to the extent any such Claim shall be covered by insurance.

8.1.2 Other Claims. Except as specifically provided in Section 8.1.1. or elsewhere in this Restated Agreement, neither party hereto shall be charged with or held responsible for any third party Claims, arising before or after the Effective Date by reason of any act or omission on the part of the other party, and the responsible party shall defend and indemnify and hold the other party harmless therefrom, including all related cost or expense. The responsible party shall defend, settle, pay or discharge any such Claim and shall indemnify and hold harmless the other party against any such Claim, and from any liability, cost or expense arising therefrom. By way of example under this Section 8.1.2 and without limitation, the entire cost or expense of defending, settling or paying and discharging Claims relating to any feature, news or editorial copy published in, or excluded from the daily Review-Journal or arising by reason of anything done or omitted by the news and editorial department of the Review-Journal in regard to its daily newspaper or arising by reason of any advertising rejected by the Review-Journal or accepted by the Review-Journal in situations where such advertising would be rejected pursuant to Sun guidelines, shall be borne by DR and any such liability, cost or expense on account of claims relating to any feature, news or editorial copy published in, or excluded by Sun from the daily Sun or, or arising by reason of anything done or omitted by the news and editorial department of the Sun, or arising by reason of any advertising rejected by the Review-Journal pursuant to Sun guidelines, or accepted in situations where such advertising would be rejected pursuant to Review-Journal guidelines, shall be borne by Sun, unless such Claims shall be an expense of the Review-Journal by reason of the operation of Section 8.1.1.

8.1.3 Insurance. For the purpose of this Article 8, each party shall separately maintain and pay for, as an item of news and editorial expense, insurance to the extent reasonably available protecting against losses from libel, invasion of privacy, copyright or trademark infringement and other matters related to the gathering or preparation of news and editorial matter for publication, in such amounts as the parties may agree upon from time to time, but in no event less than Ten Million Dollars (\$10,000,000), and the other party shall be named as an additional insured.

8.2 Force Majeure. Neither party shall be liable to the other for any failure or delay in performance under this Restated Agreement, occasioned by war, riot, government action, act of God or public enemy, acts of terrorism, damage to or destruction of facilities, strike, labor dispute, failure of suppliers or worker, inability to obtain adequate newsprint or supplies, or any other cause substantially beyond the control of the party required to perform, provided that in the event partial performance under this Restated Agreement is feasible, notwithstanding the occurrence of one or more of the foregoing, performance shall be allocated between the newspapers by the Review-Journal, in its sole judgment, notwithstanding the provisions of Appendix A hereto, provided, that the Sun portion shall not be less than six (6) pages.

ARTICLE 9 TERMINATION

9.1 Events of Termination. This Restated Agreement shall continue in full force and effect unless and until it may be terminated by the occurrence of one of the following events of termination:

9.1.1 Stated Duration. Expiration of the term set forth in Section 1.1

9.1.2 Bankruptcy or Default. If either party hereto makes an assignment of its assets for the benefit of creditors, an order of relief is entered by any bankruptcy court or has a receiver appointed for its business by a court of competent jurisdiction (provided, that such assignment, order of relief or adjudication shall continue unstayed on appeal or otherwise in effect for a period of ninety (90) days after the assignment, the entry of the order of relief or decree related thereto before such assignment or adjudication becomes an event of termination, and further provided that the appointment of the receiver must continue unvacated, not set aside, not stayed or otherwise in effect for a period of ninety (90) days after such appointment before such appointment becomes an event of termination), or if either party defaults in the performance of any of its material obligations hereunder and does not cure such default within sixty (60) days after receiving written notice thereof from the other party, then such other party may, at its election, and in addition to all other remedies available to it at law or in equity, terminate this Restated Agreement. In the event of the entry of an unstayed order of relief in an involuntary bankruptcy by DR, the Sun shall have the right, at its option, to purchase from DR, the equipment necessary to publish the Sun. The value of the equipment shall be set by the bankruptcy trustee. In the event of an unstayed order of relief in an involuntary bankruptcy, the Sun may lease, at fair market value, for a period not to exceed five (5) years the assets necessary to the publish the Sun.

9.1.3. Change of Controlling Interest. In view of the nature of the relationship established by this Restated Agreement and the fact that the Sun is published under the direction and control of the Estate of Herman Greenspun and Brian L. Greenspun, the Review-Journal shall not be required to carry out the terms of this Restated Agreement or be associated with another party to which it reasonably objects. Accordingly, ownership or control of the Sun shall not be transferred to any other entity or person without notice to and prior approval by the Review-Journal, provided that the Review-Journal will not object to any transfer of the ownership or control of Sun to any entity under the immediate direction of Brian L. Greenspun, or any other lineal descendant of Herman M. Greenspun. Notwithstanding the foregoing, controlling interest of the Sun may be transferred to any person that can provide the necessary editorial background and expertise to produce the Sun pursuant to the terms of this Restated Agreement. Following an approved or permitted change of control of Sun, if a subsequent change of control occurs, notice as hereinabove shall be given and the Review-Journal may exercise the rights provided herein.

9.1.4 Intentionally omitted.

9.2 Intentionally omitted.

9.3 Duties Upon Termination. Upon termination of this Restated Agreement, either by expiration of its term or otherwise, the Review-Journal shall provide Sun with a complete list (including all contact information) of current newspaper subscribers and advertisers.

ARTICLE 10
MISCELLANEOUS

10.1 Notices. Each notice or other communication given pursuant to this Agreement shall be given in writing, delivered in person or mailed by registered or certified mail, addressed to the respective parties as follows:

Review-Journal: DR Partners
P. O. Box 70
Las Vegas, NV 89125
Attention: Sherman Frederick

Sun: Brian L. Greenspun, Esq.
President & Editor
Las Vegas Sun
2275 Corporate Circle Drive
Suite 300
Henderson, Nevada 89074

Or, in case of either party hereto, at such other address or marked for the attention of such other person, as such party may set forth in a written notice to the other party.

10.2 Disclaimer of Labor Related Obligations. The parties specifically agree that neither party hereby assumes any obligations of the other party related to its employment practices or to any of its employees, whether or not arising under any collective bargaining agreements or arising prior to, on or subsequent to the Effective Date.

10.3 Intentionally omitted.

10.4 Limited Effect. Nothing herein contained shall constitute the parties hereto partners, joint venturers, successors, alter egos, joint employers, an unincorporated association, or as having any relationship other than as specifically provided by this Restated Agreement. This Restated Agreement is intended solely for the benefit of the parties hereto, and their permitted successors and assigns and not for the benefit of any other person or party. This Restated Agreement, including Appendices A through D hereto, and the contracts and agreements supplemental hereto, comprises the entire understanding and agreement of the parties hereto on the subject matter herein contained and any and all other representations or agreements, which heretofore may have been made on such subject matter, whether oral or in

writing, by any agent of either party shall be null, void and of no effect whatsoever. Time is of the essence of this Restated Agreement.

10.5 Intentionally omitted.

10.6 Sun Trademark, Tradenames, Service Marks and Copyrights. In its use of such Sun trademarks, tradenames, service marks and copyrights as may be required to perform its obligations under this Restated Agreement, including promotion of the Newspapers, Review-Journal shall use commercially reasonable effort to comply substantially with all relevant laws of the State of Nevada and of the United States pertaining to trademarks, tradenames, service marks and copyrights in force at any time during the term of this Restated Agreement. Review-Journal shall have the exclusive right and the obligation to distribute the Sun through electronic replica technology (i.e. technology customarily used by metropolitan daily newspapers which transmits an entire Sun page to the subscriber or consumer in any form) to the same extent the Review-Journal distributes its own pages by such means provided, however, that Sun shall have the right to republish, license, or otherwise use its editorial content in any form or media, other than as an entire Sun page or pages, upon the earliest of: (i) 7:00 a.m., (ii) the time the Review-Journal guarantees delivery to its subscribers, or (iii) the time the Review-Journal first uses its editorial content in any form or media other than in the printed newspaper or replica technology. Sun shall use commercial reasonable efforts to maintain in effect said trademarks, trade names, services marks and copyrights, and shall make applications for the registration and/or renewal thereof if and when required by law. Review-Journal acknowledges Sun's right, title and interest in and to said trademarks, trade names, service marks and copyrights and all renewals thereof, and agrees that it shall not at any time permit, take, or cause to be taken any action within its control in any way impairing or tending to impair any part of such right, title and interest. Review-Journal agrees to publish such notices in the Sun as Sun reasonably may request in order to protect said trademarks, trade names, service marks and copyrights, or any of them. Review-Journal shall not in any manner represent that it has any ownership interest in said trademarks, trade names, services marks or copyrights or in the registration thereof, and Review-Journal acknowledges that its use hereunder of said trademarks, trade names, services marks or copyrights shall not create in its favor any right, title or interest in or to same beyond those created by this Restated Agreement. The Review-Journal shall have the right to republish, license, or otherwise use its editorial content in any form or media.

10.7 Tax Treatment of Payments to Sun. Its is contemplated by the parties that the payments to Sun under Appendix D of this Restated Agreement will be, for federal income tax purposes, ordinary income to Sun and will be deductible by DR as a business expense.

10.8 Specific Performance. Because of the public interest in maintaining editorially and reportorially independent and competitive newspapers in Las Vegas and its environs, and because of the inadequacy of damages in the event of default in the performance of material obligations hereunder, each party shall have the right to seek specific performance of the material provisions of this Restated Agreement, provided, that in the event of any action by either party for specific performance, if that party does not obtain an order of specific

performance, the other party shall be entitled to recover in such action its attorneys' fees and costs.

10.9 Successors and Assignment. This Restated Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their permitted successors and assigns.

10.10 Governing Law; Modification. This Restated Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. This Restated Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, modification or discharge shall be sought.

10.11 Headings. Headings have been inserted in this Restated Agreement for the purpose of convenience only. They shall not be used to interpret or construe the meaning of any Articles or Sections, nor shall they have the effect of limiting or enlarging the meaning thereof.

10.12 Ancillary Publications. Nothing in this Restated Agreement shall preclude either party from engaging in any lawful business outside of this Restated Agreement, except that neither Review-Journal, or any Affiliate of Review-Journal nor Sun, or any Affiliate of Sun, shall, outside of this Restated Agreement, publish a newspaper that is published three or more days per week and that is directed primarily to Clark, Nye, or Lincoln Counties, Nevada or any parts thereof. As used in this Restated Agreement, "Affiliate" means any person, corporation, partnership, trust or other entity which controls, is controlled by, or is under common control with either party.

10.13 Release. As a material inducement to DR to enter into this Restated Agreement, and for other good and valuable consideration, Sun, for itself, and its assigns, hereby unconditionally releases and forever discharges DR and the Las Vegas Review-Journal and their partners, predecessors, successors, assigns, agents, stockholders, directors, officers, current or former employees, representatives, attorneys, divisions, subsidiaries, affiliates, receivers, trustees, shareholders and all persons acting by, through, under or in concert with any of them from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses, including, but not limited to, attorneys' fees and costs actually incurred of any nature whatsoever with respect to all those claims asserted or which could have been asserted which arise out of, or are related to, operation of the Las Vegas Review-Journal or Sun between June 17, 1989, and June 10, 2005, known or unknown, including, but not limited to, any claims connected with operations under the 1989 Joint Operating Agreement between the parties, during that time period, including those items set forth on Exhibit C to a release agreement between the parties dated June 20, 2002 and any claims related to the conduct or operation of lvrj.com, reviewjournal.com, lasvegasnewspapers.com.

As a material inducement to Sun to enter into this Restated Agreement, and for other good and valuable consideration, DR, for itself, its affiliates and assigns, hereby unconditionally releases and forever discharges Sun its partners, predecessors, successors, assigns, agents, stockholders, directors, officers, current or former employees, representatives, attorneys,

divisions, subsidiaries, affiliates, receivers, trustees, shareholders and all persons acting by, through, under or in concert with any of them from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses, including, but not limited to, attorneys' fees and costs actually incurred of any nature whatsoever with respect to all those claims asserted or which could have been asserted which arise out of, or are related to, operation of the Las Vegas Review-Journal or Sun between June 17, 1989, and June 10, 2005, known or unknown, including, but not limited to, any claims connected with operations under the 1989 Joint Operating Agreement between the parties, during that time period, including those items set forth on Exhibit D to a release agreement between the parties dated June 20, 2002 and any claims related to the conduct or operation of lasvegassun.com or lasvegasnewspapers.com.

IN WITNESS WHEREOF, this Restated Agreement has been executed by the parties' respective corporate officers thereto duly authorized as of the day and year first above written.

DR PARTNERS.

By: Stephens Group, Inc.
General Partner

By: Warren A. Stephens
Warren Stephens
Chief Executive Officer

LAS VEGAS SUN, INC.

By: Brian L. Greenspun
Brian L. Greenspun
President

APPENDIX A

A.1. Intentionally omitted

A.2. Pursuant to Section 4.3. of this Restated Agreement, the number, placement, and characteristics of Sun pages shall be in accordance with the following specifications:

- (a) For Monday through Friday editions, the Sun shall be composed of an open front page with the Las Vegas Sun flag and seven (7) additional editorial pages (or the lineage equivalent thereof) of which three (3) shall be open pages as determined by the Sun. The remaining pages may include advertising, subject to the restrictions in (d) below. For Monday-Friday editions, the Review-Journal shall be composed of as many pages as Review-Journal management determines in its sole discretion.
- (b) For the Sunday edition, the Sun shall be composed of an open front page with the Las Vegas Sun flag and nine (9) additional editorial pages (or the lineage equivalent thereof) of which three (3) shall be open pages as determined by the Sun. The remaining pages may include advertising, subject to restrictions in (d) below. The Review-Journal shall determine the number of pages for a comic section for the Sunday edition which shall consist of strips and features selected by the Review-Journal. The Sunday paper, including comics, shall be composed of as many Review-Journal pages as Review-Journal management determines in its sole discretion.
- (c) For Saturday and holiday editions, the Sun shall be composed of an open front page with the Las Vegas Sun flag and five (5) additional editorial pages (or the lineage equivalent thereof) of which three (3) shall be open pages as determined by the Sun. The Saturday and holiday editions shall be composed of as many Review-Journal pages as Review-Journal management determines in its sole discretion. The remaining pages may include advertising, subject to restrictions in (d) below.
- (d) The Sun shall not include any Review-Journal editorial content. Standard materials such as weather pages, comics, standardized television listings and the like shall not be considered Review-Journal editorial material and may be included in the Sun as additional pages unless the Sun objects in writing thereto. Other than open pages, the Sun may include advertising. No Sun page shall be more than 50% advertising, except for full page ads, and no advertising shall appear “above the fold” in the Sun, except for full page ads. Notwithstanding the foregoing, pages may contain, from time to time, more than 50% advertising due to production issues and advertising demands. Advertising will not be stacked in a pyramid format and shall be evened out in terms of height on the page. The Monday-Sunday editions of the Review-Journal shall include a noticeable mention of the

Sun, on the front page of the Review-Journal. The noticeable mention will appear in a box above the Review-Journal's masthead (the "Sun Box") and shall be in the form shown on Appendix B. The Sun Box shall not be smaller in proportion than shown in Appendix B. The Sun Box shall also include the Sun's masthead, and any emblem that is part of the Sun's masthead. The Sun Box shall include a promotion of a story in the Sun and refer readers to the Sun inside. The type face, editorial artwork, font, and editorial promotional content appearing in the Sun Box shall be determined by Sun, in its sole discretion. Any color in the Sun Box shall be restricted to constituent colors used by the Review-Journal on its front page. The Sun Box shall be the left-hand box unless it would be obscured by a spadea fold, in which case the Sun Box shall be the right-hand box. In the event of major breaking news or for exigent production circumstances, the Sun Box may be moved below the Review-Journal's masthead. The Sun, on average, will receive as much editorial color as the local news section of the Review-Journal.

A.3. Edition times for Monday through Sunday issues of the Review-Journal shall be established by the Review-Journal in accordance with normal industry standards. Deadlines for the Sun shall be the same as those established for the last local news sections of the Review-Journal. The Sun will be placed as the third section of the Newspapers except on occasions when exigent production circumstances require that it be placed as the fourth section. The Sun will be printed in the same press run as the Review-Journal local news section. The Review-Journal shall be solely responsible for determining the need for replating the Newspapers, and shall treat the Sun and the Review-Journal equally with respect to replating of page one for major breaking national or international news events

A.4. If the Review-Journal determines that it is feasible to publish an "extra" edition, such edition shall be a Review-Journal edition and the content of any "extra" edition shall be determined solely by the Review-Journal.

A.5. In the event the Review-Journal determines that the Sun's continued placement in the Review-Journal has a material and substantial negative financial impact on the revenue and profit of the Newspapers it may deliver the Sun separately from the Review-Journal but at the same time, place, and manner as the Review-Journal. The Review-Journal shall provide written notice to the Sun within fifteen (15) days of beginning such separate delivery specifying in detail the factual basis for its determination.

In the event the Sun disagrees with the Review-Journal's determination, it shall within seven (7) days of receipt of notice from the Review-Journal, request that the matter be submitted to arbitration by an arbiter mutually agreed upon by the parties. If Sun requests arbitration, the Review-Journal shall not deliver the Sun separately until sixty (60) days after selection of the arbitrator. In the event the parties are not able to agree upon an arbiter within seven (7) days, an arbiter shall be selected by the Chairman of the Department of Journalism of Northwestern University, Evanston, Illinois, or a similar journalism school if Northwestern University has ceased operations of its School of Journalism. The parties shall request the arbitrator to render a decision within sixty (60) days of his or her selection, and Sun and the Review-Journal each

hereby covenant to cooperate with the arbitrator to facilitate such request.

The arbitrator shall have experience in the senior management of metropolitan daily newspapers. In determining material and substantial negative financial impact, only the following factors shall be considered; advertiser abandonment of the Newspapers specifically due to the Sun's inclusion within the Review-Journal or subscriber cancellations of the Newspapers specifically due to the Sun's inclusion within the Review-Journal. The material and substantial negative financial impact shall be determined by reference to generally accepted standard newspaper industry sources. The decision of the arbitrator shall be final. The cost of the arbitration shall be borne by the non-prevailing party. The Review-Journal's rights under this section shall be cumulative and may not be exercised more often than once every eighteen (18) months.

In the event Sun determines, in its sole discretion, that the Sun's continued placement in the Review-Journal negatively impacts the Sun, the Review-Journal shall, upon fifteen (15) day written notice from Sun, thereafter deliver the Sun separately from the Review-Journal but at the same time, place and manner as the Review-Journal, provided that Sun shall pay any incremental expenditure reasonably incurred because of such separate delivery, which separate delivery shall be effected without any derogation in the publication, production, or delivery of the Review-Journal. Prior to giving its fifteen (15) day written notice, Sun may request and the Review-Journal shall provide a good faith estimate of such incremental expenditures and the parties shall meet and confer regarding the estimate. If the Sun is separately delivered, it will no longer receive noticeable mention in the Review-Journal.

APPENDIX B

[Sample to be attached]

Help pick the
new Las Vegas
city seal

DRAW YOUR OWN
SEE LIVING



Batter Up

After finally breaking their 86-year-old
Curse, the Red Sox start the season in a
new role: defending champs

SEE SPORTS

LAS VEGAS SUN
DOE knew of Yucca
e-mails in December

INSIDE | SECTION E

MONDAY

LAS VEGAS REVIEW-JOURNAL

www.reviewjournal.com

50 CENTS

MONTH XX, 2005

444

Agency pursued damage control

Documents show
how DOE coped
with e-mails about
Yucca Mountain

BY STEVE HEDDER

STAFF WRITER FOR THE REVIEW-JOURNAL

WASHINGTON — Although they were known for a big thick eye, Energy Department officials refused initial requests for possibly falsified documents about nuclear waste site documents made public on Monday.

Three dozen pages of newly released e-mails and other internal documents show how federal officials scrambled to weigh the effect after discovering a cache of e-mails in 2002 in which senior officials discussed "fudge factors" and fabricating quality assurance of computer models used to estimate nuclear waste storage.

The e-mails were brought to the department's attention on March 11 and were announced on March 15.

In the days between their discovery and the announcement, officials dissected the e-mail messages, written between May 15, 1998, and March 15, 2002. They prepared an initial assessment and finding report to be discussed with Energy Secretary Samuel Bodman and used in public hearings, sources said.

A source for a source provided by a Nevada lawmaker in Las Vegas, Bodman said he had not seen the e-mails, does not know the "fudge factor" recommendation, and he does not believe that the specifically dated any meaningful effect on the nuclear waste repository.

During the same period, officials wrote a more detailed investigation, the documents show.

There also show the Energy Dept. Board was reviewing the findings and would make a decision on the Yucca Mountain project.

SEE YUCCA MOUNTAIN PAGE A5

PUBLIC VIEWING OF POPE

Mourners pay respects

Thousands pack St. Peter's Square
to see John Paul II ahead of burial

By WILLIAM F. KOLE
and MARIA TALECCHI

THE ASSOCIATED PRESS

VATICAN CITY — The mourners stood in line hours after lunch, starting when the sun's heat blazed off the Vatican's old stones, and into the late night chill. Pilgrims older than the late pope struggled to remain standing. Young children, even infants, were unusually well behaved.

All the time, as the line stretched forward, it grew longer and longer, out of St. Peter's Square, stretching out of sight down the Via Della Conciliazione. Police said close to midnight it was two miles long, and many people were

For pilgrims mourning Pope John Paul II, it was a deeply moving scene: the pope lying lifeless on a crucifixion platform, wearing a pair of the simple brown leather shoes he often wore on his trips around the world.

There was no stopping for a lingering view, a nostalgic moment of reflection. Many went as they walked past the bier. Some collapsed against the rail outside after leaving St. Peter's Basilica, where the pope's remains were on public view Monday afternoon. He will be buried Friday.

People who had never had an audience with the pope felt as if they had lost a dear one. "Every time I saw him (on television), he told me something, he gave me a message,"



PEOPLE GATHER IN ST. PETER'S SQUARE

A mourner weeps Monday as John Paul II's body is carried through St. Peter's Square.

Said Sister Bonifacio, 22, a student in Rome, after viewing the body: "Now, I just saw him."

"His face was suffering," said Sister Emma, a 76-year-old Italian nun who saw the pope's body. "I felt a sense of sadness, even though I know he's in heaven."

The crowd cheerfully chanted and played hymns on the street leading to St. Peter's Square as it moved slowly toward the bier. As soon as they entered the square, people fell silent. It became a procession of mourning, with people holding their hands tightly and whispering the rosary.

After taking a quick glimpse of the pope's remains as police whizzed by, many moved against the walls of the basilica and sobbed.

SEE POPE PAGE 10A

AMERICAN CATHOLICS HOPE FOR MAJOR CHANGES PAGE 10A

POPE'S FUNERAL DELAYS CHARLES' WEDDING PAGE 10A



PEOPLE GATHER IN ST. PETER'S SQUARE

The late Pope John Paul II is carried to St. Peter's Basilica at the Vatican Monday for a period of public viewing before he is buried in the grotto of the Basilica after his funeral Friday.

THE ASSOCIATED PRESS

Oil concerns increase as prices soar to record level

Limited supply,
rising demand,
continued weakness
of U.S. dollar cited

BY BRAD LARSON

THE ASSOCIATED PRESS

Oil prices broke through to record territory above \$38 a barrel Monday, as concerns about growing demand and potential supply disruptions

loomed again over shadowed improving credit conditions.

"I've been doing this for 22 years, and I've never seen anything like this," said analyst Ken Miller at Petrochem in Houston. "I view this as a very unstable situation."

Late in the day, traders took profits and considered a possible production increase by the Organization of Petroleum Exporting Countries. However, a light, sweet crude for May delivery down 26 cents to \$37.01 a barrel on the New York

Merchants Exchange.

Prices had climbed as high as \$38.28, topping the previous intraday record of \$37.79 a barrel reached Friday, when futures settled at a record \$37.27.

SEE OIL PAGE 4A

Supreme Court rules IRAs protected from bankruptcy

BY KIMBERLY

THE ASSOCIATED PRESS

SUPREME COURT ASKED
TO BLOCK AWARD AGAINST



Witness says Michael Jackson molested him

BY LINDA DUNN

THE ASSOCIATED PRESS

SANTA MARIA, Calif. — In a halting, emotion-laden voice, the son of Michael Jackson testified

trying to show the jury that the singer has a pattern of abusing young boys.

The judge told jurors the evidence of past uncharged crimes was being offered to show a "propensity" by the de-

fect weight "by a preponderance of the evidence."

"Disappointed, yes," the judge said, and promised to give them the instructions again later.

The witness, a tall, slender,

LAS VEGAS SUN
DOE knew of Yucca
e-mails in December
INSIDE | SECTION E



Batter Up
After finally breaking their 86-year-old
Curse, the Red Sox start the season in a
new role, defending champs
SEE SPORTS

Help pick the
new Las Vegas
city seal
DRAW YOUR OWN
SEE LIVING

MONDAY

LAS VEGAS REVIEW-JOURNAL

www.reviewjournal.com

50 CENTS

MONTH XX, 2005

Agency pursued damage control

Documents show
how DOE copied
with e-mails about
Yucca Mountain

BY STEVE HARRIS

WASHINGTON — Although they were bracing for a big black eye, Energy Department officials believed internally that reports of possible fabrication of documents would not affect the science supporting the Yucca Mountain nuclear waste site, documents made public on Monday show.

Seven dozen pages of newly released memos and other internal documents show how federal officials scrambled to weigh the effect when they discovered a cache of e-mail messages in which scientists discussed "falsifying" data and fabricating quality assurance and computer models used to estimate water studies.

The e-mails were brought to the department's attention on March 14 and were announced on March 16.

In the days between the discovery and the announcement, officials discussed the e-mail messages, which between May 19, 2000, and March 20, 2003, they prepared an initial assessment and talking points to be discussed with Energy Secretary Samuel Bodman and used in public statements, documents show.

According to a memo prepared by a DOE spokesman to Mr. Bodman, it was to be told the information in the e-mails "does not impact the Yucca site recommendation, and we do not believe that the questionable data has any meaningful effect on the science supporting the site as a nuclear waste repository."

During the same period, officials started a more detailed investigation of the documents show.

They also show the Energy Department was anxious to have the disclosures quickly refuted by the Yucca Mountain project.

BY VEGAS JOURNAL/STAFF

PUBLIC VIEWING OF POPE Mourners pay respects



The late Pope John Paul II is carried to St. Peter's Basilica at the Vatican Monday for a period of public viewing before he is buried in the grotto of the Basilica after his funeral Friday.

Thousands pack St. Peter's Square
to see John Paul II ahead of burial

By WILLIAM F. RELL
and MARTA FALCONE

THE ASSOCIATED PRESS

VATICAN CITY — The mourners stood in line hour after hour, starting when the sun's heat blasted off the Vatican's old streets, and into the late night still. Pilgrims older than the late pope struggled to remain standing. Young children, even infants, were unusually well behaved.

All the time, as the line inched forward, it grew longer and longer: out of St. Peter's Square, stretching out of sight down the Via Della Conciliazione. Police said close to midnight it was two miles long, and many people wept.

For pilgrims mourning Pope John Paul II, it was a deeply moving scene: the pope lying lifeless on a crimson platform, wearing a pair of the simple brown leather shoes he so often wore on his trips around the world.

There was no stopping for a lingering view, a motionless moment of reflection. Many wept as they walked past the bier. Some collapsed against the wall outside after leaving St. Peter's Basilica, where the pope's remains went on public view Monday afternoon. He will be buried Friday.

People who had never had an audience with the pope left as if they had lost a dear one. "Every time I see him (in the bier), he told me something, he gave me a message,"



A mourner weeps Monday as John Paul II's body is carried through St. Peter's Square.

said Silvio Santoni, 23, a student in Rome, after viewing the body. "There, I just saw him."

"His face was suffering," said Sister Emma, a 76-year-old Italian nun who saw the pope's body. "I felt a sense of sadness, even though I knew he's unknown."

The crowd cheerfully chanted and clapped hands on the street leading to St. Peter's Square as it moved slowly toward the bier. As soon as they entered the square, people fell silent. It became a procession of mourning, with people holding their hands tightly and whispering the rosary.

After taking a quick glimpse at the pope's remains as police whispered "buvare," many turned against the walls of the basilica and sobbed.

SEE POPE PAGE 10A

AMERICAN CATHOLICS HOPE FOR MAJOR CHANGES PAGE 10A

POPE'S FUNERAL DELAYS CHARLES' WEDDING PAGE 10A

Oil concerns increase as prices soar to record level

Limited supply,
rising demand
continues weakness
of U.S. dollar cited

BY FRANK FORD

THE ASSOCIATED PRESS

Oil prices Monday climbed to record territory above \$38 a barrel Monday, as concerns about security, demand and potential supply disruptions

have driven investors to buy oil, pushing it to a record high. "I've been doing this for 22 years, and I've never seen anything like this," said oil analyst Ken Miller at Davis & Greig in Houston. "I view this as a very unstable situation."

Late in the day, traders took profits and considered a possible production increase by the Organization of Petroleum Exporting Countries, sending light sweet crude for May delivery down 25 cents to \$37.23 a barrel on the New York

Merchants Exchange. Prices had climbed as high as \$38.25, topping the price as it reached a record of \$37.70 a barrel reached Friday, when futures settled at a record \$37.27.

SEE OIL PAGE 6A

Supreme Court rules IRAs protected from bankruptcy

BY BOB VEV

THE ASSOCIATED PRESS

WASHINGTON — The U.S. Supreme Court Monday

SUPREME COURT ASKED TO BLOCK AWARD AGAINST FORMER IRAQI REGIME



Witness says Michael Jackson molested him

BY LINDA DUNSON

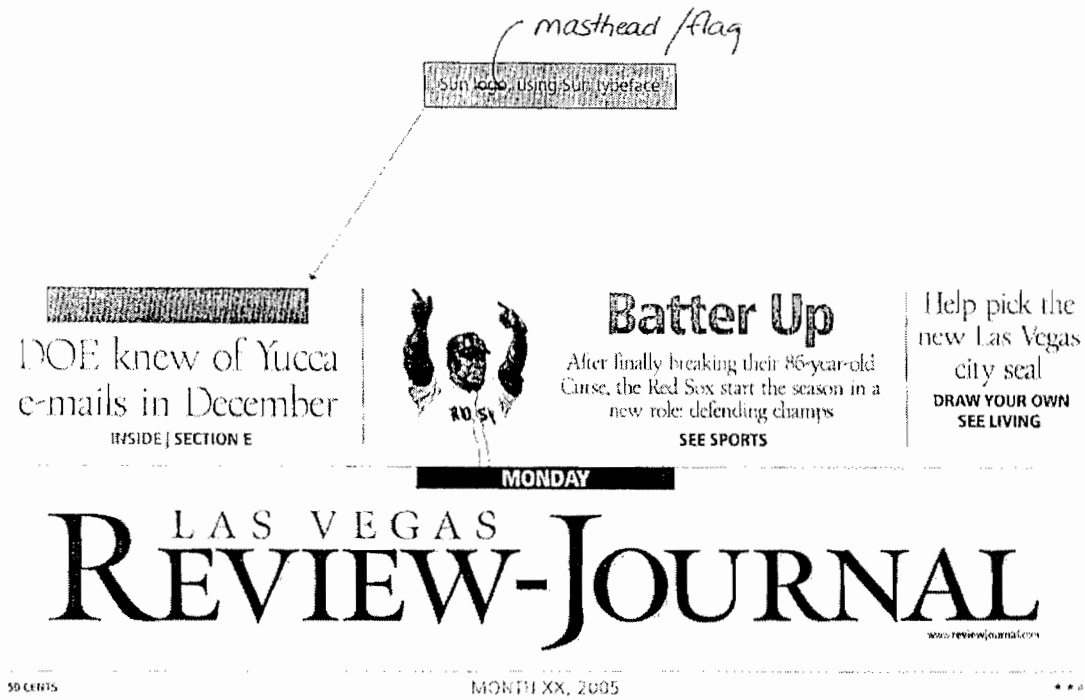
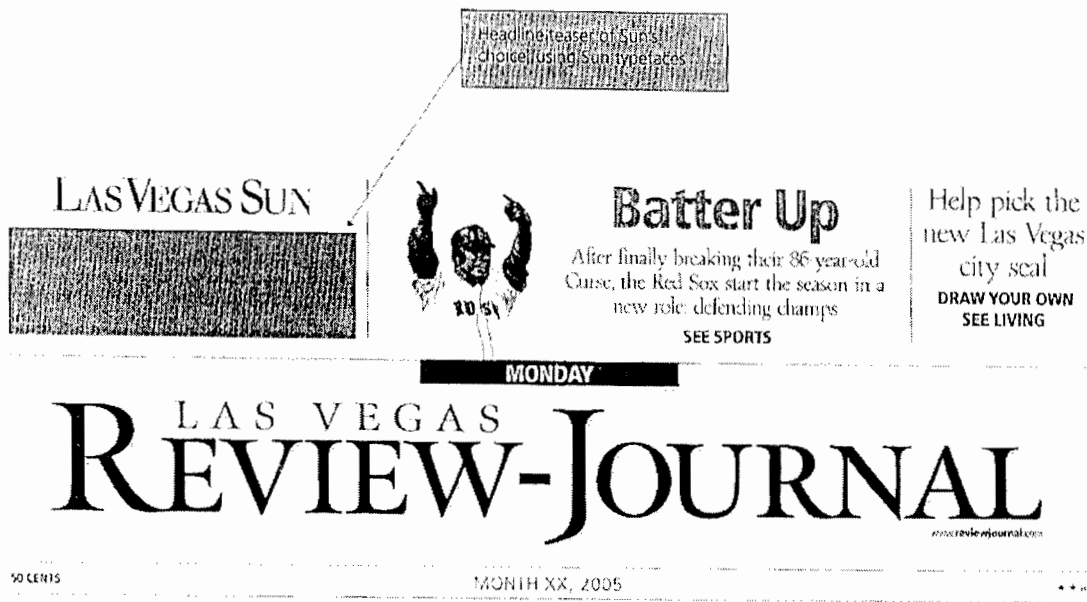
THE ASSOCIATED PRESS

SANDRA BERMAN, 44, in a halting, emotion-choked voice, the son of Michael Jackson's former housekeeper testified Monday that the singer had

tried to show him the way that "the singer has a pattern of abusing young boys." The judge said jurors the evidence of past misdeeds crimes was being offered to show a "propensity" by the defendant to commit similar acts

their right "by a preponderance of the evidence." "Complicated, yes," the judge said, and permitted to give them the instructions again.

The witness, a tall, slender, dark-haired young man, said



APPENDIX C
Intentionally omitted

APPENDIX D

Sun shall receive an annual profits payment (the “Annual Profits Payment”), one-twelfth (1/12th) of which shall be paid monthly in advance on the first day of each month during the Term. For the fiscal year beginning April 1, 2005, the Annual Profits Payment shall be Twelve Million Dollars (\$12,000,000), provided, however, that payments to Sun shall continue in accordance with the 1989 Agreement until the Transition Date. Each fiscal year thereafter during the term of this Agreement the Annual Profits Payment shall be adjusted as set forth in this Appendix D. Within thirty (30) days following the beginning of each such fiscal year, Review-Journal shall calculate the percentage change (the “Percentage Change”) between the earnings, before interest, taxes, depreciation and amortization (“EBITDA”) for the fiscal year immediately preceding (the “LTM EBITDA”) and the EBITDA for the penultimate fiscal year (the “Prior Period EBITDA”). The Annual Profits Payment shall be increased, or decreased, as the case may be, by the Percentage Change between the LTM EBITDA and the Prior Period EBITDA.

In calculating the EBITDA (i) for any period that includes earnings prior to April 1, 2005, such earnings shall not be reduced by any amounts that during such period may have been otherwise been deducted from earnings under section A.1 of Appendix A or sections B.1.16, B.1.17, B.1.18, or B.3 of Appendix B of the 1989 Agreement and (ii) for any period whether before or after April 1, 2005, such earnings shall not be reduced by any amounts paid to Sun as a percentage of operating profit under Appendix D of the 1989 Agreement or under this Appendix D. Any expense of the Review-Journal attributable to a transaction with an Affiliate shall not exceed fair market value. EBITDA shall include the earnings of the Newspapers and the

earnings of the Review-Journal's Affiliates derived from publications generally circulated in Clark, Nye, or Lincoln Counties, Nevada or any parts thereof. For purposes of this paragraph, Press Equipment shall mean the press equipment currently owned by the Review-Journal and identified in Appendix D-1 and any additional equipment, whether owned by the Review-Journal or third parties, to the extent that it produces substantially the same product or result, and Other Equipment shall mean all equipment and facilities used for production or operation of the printed Newspapers or other print publications whose earnings are included in EBITDA other than Press Equipment. EBITDA, whether determined for any period before or after April 1, 2005, shall not include (a) any expense for rents, leases or similar expense for Other Equipment (i) if such expense, under generally accepted accounting principles, should be treated as a capitalized lease obligation, or (ii) if such expense is made for the use of any capital asset the use of which is intended to replace any item of Other Equipment that is owned by the Review-Journal as of the Effective Date or (b) any expense for rents, leases, or similar expenses for Press Equipment, including any portion of a printing services contract that is fairly attributable to the use of Press Equipment. All calculations shall be made in accordance with generally accepted newspaper industry accounting principles consistently applied. The Parties intend that EBITDA be calculated in a manner consistent with the computation of "Retention" as that line item appears on the profit and loss statement for Stephens Media Group for the period ended December 31, 2004. Sun shall have the right, exercisable not more than once every twelve months and only after providing written notification no less than thirty days prior thereto, to appoint an certified public accounting firm or law firm as Sun's representative to examine and audit the books and records of the Review-Journal and the other publications whose earnings are included in EBITDA for purposes of verifying the determinations of the changes to the Annual Profit

Payments. Such representative shall agree in writing to maintain the confidentiality of all such financial records inspected. The confidentiality agreement shall not restrict the representative from disclosing to the management of Sun information concerning the audit of the Review-Journal, but shall restrict the representative from disclosing any specific individual salary information or advertiser-specific information (e.g., names, prices, contract terms, discounts, total inches) for the other publications whose earnings are included in EBIDTA. With respect to such other publications, the representative may only disclose summary information (e.g., total advertising revenue or total salaries) that is not identifiable with individual advertisers or employees. If as a result of such an audit, there is a dispute between Sun and the Review-Journal as to amounts owed to Sun and they are not able to resolve the dispute within 30 days, they shall select a certified public accountant to arbitrate the dispute. The arbitration shall be conducted according to the commercial arbitration rules of the American Arbitration Association, including such rules for the selection of a single arbitrator if Sun and the Review-Journal are not able to agree upon an arbitrator. Sun and the Review-Journal shall request the arbitrator to render a decision within sixty (60) days of his or her selection, and Sun and the Review-Journal each hereby covenant to cooperate with the arbitrator to facilitate such request. The arbitrator shall agree to be bound by terms of confidentiality to the same extent as the Sun's representative. The arbitrator shall make an award to Sun in the amount of the arrearage, if any, found to exist, together with interest thereon from the date any arrearage was due until paid at the corporate prime rate as quoted by the Wall Street Journal on the first business day of each month. The arbitrator shall also make an award of the fees and cost of arbitration, which may include a division of such fees and costs among the parties in a manner determined by the arbitrator to be reasonable in light of the positions asserted and the determination made.

DR shall be entitled to all of the profits of the Newspapers after the payments set forth above to the Sun during the term of this Restated Agreement.

APPENDIX D-1

- 1 Goss Urbanite Press (Pama Lane)
- 1 Goss Community Press (Press Annex)
- 2 Goss Newsliner presses (Main pressroom)
- 1 Didde press (Mailroom)
- 2 Lines of Heidelberg Inserters and GMA/Alphaliners