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17 *Attorneys for Defendants*

18 **UNITED STATES DISTRICT COURT**

19 **DISTRICT OF NEVADA**

20 BRIAN L. GREENSPUN, an individual; THE
 21 BRIAN L. GREENSPUN SEPARATE
 22 PROPERTY TRUST, DATED JULY 11, 1990;
 23 THE AMY GREENSPUN ARENSON 2010
 24 LEGACY TRUST,

25 Plaintiffs,

26 vs.

27 STEPHENS MEDIA, LLC, a Nevada limited
 28 liability company; STEPHENS HOLDING
 COMPANY OF ARKANSAS, an Arkansas
 corporation; SF HOLDING CORP., an Arkansas
 foreign corporation, d/b/a STEPHENS MEDIA
 GROUP; DR PARTNERS, a Nevada general
 partnership, d/b/a STEPHENS MEDIA GROUP;
 STEPHENS MEDIA INTELLECTUAL
 PROPERTY, LLC, a Delaware limited liability
 company; MICHAEL FERGUSON, an
 individual; WARREN A. STEPHENS, an
 individual; and DOES I –X, inclusive,

Defendants.

Case No. 2:13-cv-01494-JCM-PAL

**DECLARATION OF J. COLBY
 WILLIAMS IN SUPPORT OF
 DEFENDANTS' RESPONSE TO
 PLAINTIFF'S MOTION TO
 DISMISS PURSUANT TO
 FED. R. CIV. P. 41(a)(2)**

1 I, J. COLBY WILLIAMS, declare under penalty of perjury as follows:

2 1. I am a duly licensed attorney admitted to practice in the State of Nevada and the
3 United States District Court for the District of Nevada. I am one of the attorney representing
4 Defendants in the above-captioned action. I make this declaration in support of Defendants'
5 Response to Plaintiff's Motion to Dismiss Pursuant to Fed. R. Civ. P. 41(a)(2).
6

7 2. I am over the age of eighteen and am otherwise competent to make this
8 declaration. The information set forth herein is based on my personal knowledge except where
9 so stated and as to those matters I believe them to be true.

10 3. Though Plaintiff understandably tries to downplay the amount of activity that
11 occurred in this litigation over the past year, the reality is that Defendants incurred substantial
12 legal fees and costs defending themselves against the serious, albeit unripe and unfounded,
13 antitrust charges leveled against them by Plaintiff. Prior to recounting the work giving rise to
14 those fees and costs, I first wish to address a theme that runs throughout Plaintiffs' Motion to
15 the effect that the parties engaged in no substantive litigation after the briefing on Defendants'
16 Rule 12(b)(6) motion as "certain parties and non-parties in this action were attempting to
17 complete a business transaction since early 2014, the finalization of which would moot this
18 action." Mot. at 4:12-17.
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21 4. While the foregoing statement may describe Plaintiff's approach to the litigation
22 in its latter phases, Defendants did not have the luxury of being able to stop all work in the case.
23 That is because Defendants had no involvement in the discussions regarding the prospective
24 business transaction that "would moot this action." Those discussions occurred exclusively
25 between Plaintiff and his siblings in their capacities as directors and shareholders of Las Vegas
26 Sun, Inc. and The Greenspun Corporation. Defendants had no details of the prospective
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1 Greenspun transaction and certainly had no assurances it would actually close. Nor did
2 Defendants have any idea whether the prospective Greenspun transaction would moot the entire
3 action or simply moot the pending Motion to Withdraw filed by Plaintiff's local counsel. *See,*
4 *e.g.,* ECF No. 82 at 1:28 – 2:1 (“The parties are in the process of finalizing an agreement which
5 will moot *the instant Renewed Motion to Withdraw as Counsel* [Dkt. No. 70].”) (emphasis
6 added).

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8 5. It is important to recognize that “the parties” who made this and similar
9 representations to the Court in the five Stipulations to Extend Time for Plaintiffs to File a
10 Response to Lewis Roca Rothgerber’s Renewed Motion to Withdraw as Counsel (*i.e.,* ECF
11 Nos. 75, 77, 82, 91, and 96) were the respective Nevada and California attorneys
12 representing Plaintiff. Defendants had no role in drafting or submitting these stipulations. It
13 is, however, worth noting that the very fact it was necessary to submit *five* stipulations
14 extending the time for Plaintiff to oppose his local counsel’s Motion to Withdraw underscores
15 the tenuous nature of the prospective Greenspun transaction and why it was necessary for
16 Defendants to continue performing at least the bare minimum of tasks necessary to defend
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20 6. The only substantive information regarding the scope of the proposed transaction
21 and its potential impact on the subject litigation was provided to the Court in multiple sealed
22 declarations from Plaintiff’s local counsel—declarations that Defendants have not seen to this
23 day. *See, e.g.,* ECF No. 95. While undersigned counsel had periodic telephone conversations
24 with Plaintiff’s local counsel in an effort to find out where the litigation was going, Plaintiff’s
25 counsel advised that he was constrained by the attorney-client privilege and the confidential
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2 Greenspun transaction.

3 7. An example of the disadvantage under which Defendants labored because of
4 the sealed declarations is reflected in the Court's Order denying certain Defendants' Motion
5 to Dismiss without prejudice (ECF No. 100). The Court did not base its ruling on the
6 substantive arguments made by Plaintiff and Defendants in their respective briefing on the
7 Motion but, instead, on a representation contained in one of the sealed declarations: "[t]he
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9 (See, e.g., doc. #95)." ECF No. 100 at 1:18-19. Once again, the representations made in the
10 sealed declarations were made by Plaintiff or his counsel, not Defendants. Thus, the net
11 effect is that Defendants had one of their motions denied based on statements from Plaintiff
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16 8. Plaintiff filed his Verified Complaint (ECF No. 1) and Emergency Motion for
17 Temporary Restraining Order and Preliminary Injunction (ECF No. 2) on August 20, 2013
18 seeking to enjoin Defendants and non-parties The Greenspun Corporation and Las Vegas
19 Sun, Inc. from proceeding with a non-binding Letter of Intent ("LOI") which contemplated a
20 potential transaction that would, *inter alia*, terminate the JOA under which the Las Vegas
21 Sun and Las Vegas *Review-Journal* newspapers were published. The Court issued an Order
22 granting a temporary restraining order on August 27, 2013 and directing the parties to
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24 an extensive Opposition (ECF No. 16) to the Motion on August 30, 2013 wherein they
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1 subject LOI was not binding, the formal contract contemplated by the LOI had not even been
2 negotiated, let alone finalized, and any final contract would have to be approved by the
3 United States Department of Justice. Plaintiff filed his Reply (ECF No. 20) in support of the
4 Emergency Motion on September 4, 2013, and the Court conducted a hearing on September
5 6, 2013 after which it denied Plaintiff's Motion and dissolved the temporary restraining order
6 on grounds Plaintiff's Complaint was "premature and not ripe." ECF No. 34.

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8 9. Notwithstanding the Court's previous ruling, Plaintiff filed a second Motion for
9 Temporary Restraining Order and Preliminary Injunction (ECF Nos. 36-37) on September
10 19, 2013. The only factual difference from Plaintiff's first failed effort to obtain a
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12 LOI. The LOI, however, was still non-binding, there was still no definitive agreement, and
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15 denied Plaintiff's Motion in an Order dated September 25, 2013 (ECF No. 45) without a
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19 Group, LLC filed their Answer to the Complaint on October 1, 2013 (ECF No. 47). The
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3 conduct the Fed. R. Civ. P. 26(f) conference by December 19, 2013. Counsel for the parties
4 conducted the Rule 26(f) conference in Las Vegas, Nevada on December 16, 2013 wherein
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18 When Defendants had neither received any responses from Plaintiff to the foregoing
19 discovery within the allotted 30-day time period nor any requests to extend the time for
20 responding, Defendants were forced to reach out to Plaintiff to inquire as to the status. A
21 true and correct copy of the e-mail chain exchanged between counsel from March 4 – 13,
22 2014 is attached hereto as Exhibit 1. Pursuant to Plaintiff's request and even though the
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15 27 – February 3, 2014 is attached hereto as Exhibit 2.

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1 15. Given the specialized nature of the antitrust issues involved in the litigation,
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3 Defendants began the process of retaining consultants and potential expert witnesses in
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12 16. On January 30, 2014, Plaintiff’s local counsel filed its Renewed Motion to
13 Withdraw as Counsel (ECF No. 70). The Motion was unique in that Plaintiff’s local counsel,
14 on the one hand, was seeking permission to withdraw from the case, but Plaintiff, on the
15 other hand, intended to oppose his local counsel’s Motion through his California antitrust
16 counsel. Plaintiff never actually filed an opposition to this Motion as his local counsel and
17 California counsel entered into five stipulations over a five-month period whereby they
18 continued extending the time for Plaintiff to oppose the motion based on “an agreement
19 which would moot the instant Renewed Motion to Withdraw as Counsel.” *See* ECF Nos. 75,
20 77, 82, 91, and 96.

21 17. As touched on above, certain of these stipulations were accompanied by sealed
22 declarations from Plaintiff’s local counsel to which Defendants were not privy. Though
23 undersigned counsel tried inquiring of Plaintiff’s counsel as to the status of the litigation
24 throughout this five-month period, Plaintiff’s counsel was at times nonresponsive and when
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1 contact was made, the information provided was cryptic at best. A true and correct copy of the
2 e-mail chain exchanged between counsel from June 2 – June 13, 2014 is attached hereto as
3 Exhibit 4. Finally, on July 1, 2014, Plaintiff’s counsel sent a one-line e-mail advising that the
4 prospective Greenspun “transaction closed.” A true and correct copy of the e-mail
5 communication from Plaintiff’s counsel dated July 1, 2014 is attached hereto as Exhibit 5.
6 The next day, General Counsel for Defendant Stephens Media, LLC received formal notice that
7 the Greenspun entities no longer wished to pursue the transactions outlined in the non-binding
8 LOI. A true and correct copy of a letter from David Dachelet to Mark Hinueber dated July 2,
9 2014 is attached hereto as Exhibit 6.

11 18. Plaintiff’s local counsel thereafter contacted our office and requested that
12 Defendants stipulate to dismiss the action. Defendants declined to stipulate unless Plaintiff
13 agreed to compensate Defendants for the attorneys’ fees and costs they had incurred in the
14 litigation. Plaintiff refused to pay any fees and costs and thereafter filed his motion for voluntary
15 dismissal.
16

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

19 DATED this 11th day of August, 2014.

21 /s/ J. Colby Williams
22 J. COLBY WILLIAMS

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2 the e-mail chain exchanged between counsel from June 2 – June 13, 2014 is attached hereto
3 as Exhibit 4. Finally, on July 1, 2014, Plaintiff’s counsel sent a one-line e-mail advising that
4 the prospective Greenspun “transaction closed.” A true and correct copy of the e-mail
5 communication from Plaintiff’s counsel dated July 1, 2014 is attached hereto as Exhibit 5.
6 The next day, General Counsel for Defendant Stephens Media, LLC received formal notice
7 that the Greenspun entities no longer wished to pursue the transactions outlined in the non-
8 binding LOI. A true and correct copy of a letter from David Dachelet to Mark Hinueber
9 dated July 2, 2014 is attached hereto as Exhibit 6.

11 18. Plaintiff’s local counsel thereafter contacted our office and requested that
12 Defendants stipulate to dismiss the action. Defendants declined to stipulate unless Plaintiff
13 agreed to compensate Defendants for the attorneys’ fees and costs they had incurred in the
14 litigation. Plaintiff refused to pay any fees and costs and thereafter filed his motion for voluntary
15 dismissal.
16

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

19 DATED this 11th day of August, 2014.

21 /s/ J. Colby Williams
22 J. COLBY WILLIAMS

EXHIBIT 1

EXHIBIT 1

Subject: Re: Greenspun v. Stephens Media

Date: Thursday, March 13, 2014 at 4:40:30 PM Pacific Daylight Time

From: Reid, Leif

To: Colby Williams

We are going to send you a stipulation tomorrow requesting a 60 day extension of the discovery deadlines.

Sent from my iPhone

On Mar 13, 2014, at 4:30 PM, "Colby Williams" <jcw@campbellandwilliams.com> wrote:

Leif,

Any news following your meeting with Brian this week?

Colby

J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
T: 702.382.5222
F: 702.382.0540
E: jcw@cwlawlv.com

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From: <Reid>, Leif <LReid@lrllaw.com>
Date: Monday, March 10, 2014 at 2:23 PM
To: Colby Williams <jcw@campbellandwilliams.com>
Subject: Re: Greenspun v. Stephens Media

Is there a convenient time to discuss this tomorrow?

E. Leif Reid
Lewis and Roca LLP
50 W. Liberty St. #410
Reno, NV 89501
(775) 823-2900

On Mar 4, 2014, at 5:20 PM, "Colby Williams" <jcw@campbellandwilliams.com> wrote:

Leif,

I am writing in reference to Defendants' First Set of Interrogatories and First Set of Requests for Production of Documents to Plaintiff Brian Greenspun. We served the foregoing discovery responses by email and regular mail on January 24, 2014. Mr.

Greenspun's responses were due at the latest on February 26, 2014. To date, we have not received any responses from Mr. Greenspun nor have we received any requests for an extension of time to respond. Accordingly, the responses are now late.

Please contact me to discuss this matter at your earliest convenience.

Regards,
Colby

J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
T: 702.382.5222
F: 702.382.0540
E: jcw@cwlawlv.com

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EXHIBIT 2

EXHIBIT 2

Subject: Re: Stephens Deposition

Date: Monday, February 3, 2014 at 3:44:22 PM Pacific Standard Time

From: Reid, Leif

To: Colby Williams

CC: jmalioto@aliotolaw.com, Lang, Gordon, Donald Campbell

When is a good time to talk tomorrow? I'm travelling this afternoon.

E. Leif Reid
Lewis and Roca LLP
50 W. Liberty St. #410
Reno, NV 89501
(775) 823-2900

On Feb 3, 2014, at 3:25 PM, "Colby Williams" <jcw@campbellandwilliams.com> wrote:

Leif,

Plaintiff's Initial Disclosures arrived in today's mail. Thus, you can disregard that portion of my e-mail below. Let me know about Mr. Stephens' deposition when you can.

Thanks,
Colby

J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
T: 702.382.5222
F: 702.382.0540
E: jcw@cwlawlv.com

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From: Colby Williams <jcw@campbellandwilliams.com>

Date: Monday, February 3, 2014 at 12:25 PM

To: "Reid, Leif" <LReid@lrrlaw.com>

Cc: "jmalioto@aliotolaw.com" <jmalioto@aliotolaw.com>, "Lang, Gordon" <GLang@nixonpeabody.com>, Donald Campbell <djc@campbellandwilliams.com>

Subject: Re: Stephens Deposition

Leif,

I wanted to follow up on a couple items in the Greenspun litigation.

First, as it relates to Mr. Stephens' deposition, we had to move heaven and earth in order provide you with available dates for Mr. Stephens in early February as you requested. We provided February 12 and 13 as options, and you agreed to February 13. We have since continued to make arrangements by

making flight and hotel reservations, reserving a conference room, starting the security clearance process, etc. As Chairman, President, and Chief Executive Officer of Stephens, Inc., Mr. Stephens' calendar is extremely busy and not easily susceptible to rescheduling. Additionally, while the parties recently agreed to extend the discovery schedule by 60 days, we still have a limited amount of time to get done all the necessary discovery in this case. The bottom line is that we want to keep Mr. Stephens' deposition scheduled for February 13.

As it relates to the meeting you state was recently noticed by the Greenspun Corporation, it seems that there are a number of potential ways to deal with this issue. For example, can Mr. Greenspun advise the company of the previously scheduled deposition of Mr. Stephens, and seek that the meeting be rescheduled? Given the Greenspun Corporation's interest in the subject litigation, it seems it would be amenable to such a request. Alternatively, given your co-counsel's litigation experience in the area of newspaper JOA's, Brian Greenspun's attendance at the deposition does not appear to be a necessity. That said, if Mr. Greenspun desires to be present for the deposition and the meeting cannot be rescheduled, it seems he could give someone a proxy to attend and vote on any matters at the meeting in his stead. Alternatively, we could agree to take a break in Mr. Stephens' deposition to allow Mr. Greenspun to participate telephonically for any critical portions of the Greenspun Corporation meeting. Given the time differences between Little Rock and Las Vegas, and given further the unlikelihood that the Greenspun meeting will overlap the entire length of Mr. Stephens' deposition, it certainly seems like the parties should be able to work something out in this regard short of vacating Mr. Stephens' deposition. Please advise.

The second item I want to address are Plaintiff's Initial Disclosures. As you know, we originally agreed to exchange disclosures on January 10. Defendants served their disclosures on that date, Plaintiff did not. You thereafter advised that Plaintiff would be serving his disclosures on January 29th and requested that we include a statement to this effect in the stipulation we submitted to the Court on that date, which we did. To date, however, we still have not received any disclosures from Plaintiff. While we have no problem granting reasonable extensions of time as a professional courtesy, Plaintiff has not formally requested any such extensions on this subject, but instead keeps advising that the disclosures are forthcoming and then misses his self-imposed deadlines. Thus, I would again request that Plaintiff serve his initial disclosures forthwith.

Finally, we are aware that your firm has filed a motion seeking permission for you to withdraw from the case. Until the motion is granted and unless you advise otherwise, I will continue to reach out to you on these subjects while copying your co-counsel (who I understand is going to oppose the withdrawal motion).

I have a court hearing this afternoon, but will be in the office thereafter if you wish to discuss any of these matters further.

Best regards,
Colby

J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
T: 702.382.5222
F: 702.382.0540
E: jcw@cwlawlv.com

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so that our records may be corrected.***

From: <Reid>, Leif <LReid@lrrlaw.com>
Date: Thursday, January 30, 2014 at 1:20 PM
To: Colby Williams <jcw@campbellandwilliams.com>
Subject: RE: Stephens Deposition

On Monday, the Greenspun Company noticed a corporate meeting at the exact same time as the Warren Stephens deposition. As a result, we are forced to request new dates that would be convenient for all involved in which to take Mr. Stephens' deposition. Please let me know at your earliest convenience. Thanks. Leif

From: Colby Williams [<mailto:jcw@campbellandwilliams.com>]
Sent: Monday, January 27, 2014 1:18 PM
To: Reid, Leif
Subject: Stephens Deposition

Leif,

The address for Mr. Stephens' deposition is:
Stephens Capital Partners
111 Center Street
Little Rock, Arkansas 72201

At this point, I don't have a floor number as we don't know which reserved conference room we'll be getting for the deposition. As the deposition gets closer, we should have more specific information.

I'll also need to know who is attending the deposition from your side as their names will need to be submitted in advance for security purposes. This includes the court reporter and any videographer. Thus, if you could let me know this information at your earliest convenience, that would be appreciated.

I'm working on a draft status report and stipulation to extend discovery deadlines, which I'll try to get to you later this afternoon or early tomorrow in advance of the January 29 due date.

Thanks,
Colby

J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
T: 702.382.5222
F: 702.382.0540
E: jcw@cwlawlv.com

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EXHIBIT 3

EXHIBIT 3

Subject: RE: Greenspun v. Stephens

Date: Tuesday, July 29, 2014 at 12:15:11 PM Pacific Daylight Time

From: AndrewsT@gtlaw.com

To: Colby Williams

CC: ferrariom@gtlaw.com, Donald Campbell

Understood. Thank you.

From: Colby Williams [mailto:jcw@campbellandwilliams.com]

Sent: Tuesday, July 29, 2014 12:14 PM

To: Andrews, Tyler (Shld-LV-LT)

Cc: Ferrario, Mark E. (Shld-LV-LT); Donald Campbell

Subject: Re: Greenspun v. Stephens

Tyler,

I can confirm that the Plaintiffs in the case have filed a Motion for Voluntary Dismissal pursuant to FRCP 41(a)(2). I can also confirm that your clients do not need to respond to the outstanding subpoena previously served by Stephens Media, et al.

For purposes of clarity, we do not agree with the suggestion that the case is moot as the Defendants will be seeking their attorney's fees and costs as a condition of the voluntary dismissal Plaintiffs now belatedly seek.

If you have any questions, please call me.

Regards,
Colby

J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
T: 702.382.5222
F: 702.382.0540
E: jcw@cwlawlv.com

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From: "AndrewsT@gtlaw.com" <AndrewsT@gtlaw.com>

Date: Tuesday, July 29, 2014 at 11:53 AM

To: Colby Williams <jcw@campbellandwilliams.com>

Cc: "ferrariom@gtlaw.com" <ferrariom@gtlaw.com>

Subject: Greenspun v. Stephens

Colby,

Our client informed us that a business transaction was finalized between the parties, and that the case is now essentially moot. Can you confirm that the document subpoenas to the Greenspun entities are no longer in effect?

Please feel free to contact me if you want to discuss. Direct line is 938-6849.

Thanks,
Tyler

Tyler Andrews
Shareholder | Licensed in Nevada and California
Greenberg Traurig, LLP | Suite 400 North
3773 Howard Hughes Parkway | Las Vegas, Nevada 89169
Tel 702.792.3773 | Fax 702.549.5007
AndrewsT@gtlaw.com | www.gtlaw.com



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EXHIBIT 4

EXHIBIT 4

Subject: Re: Activity in Case 2:13-cv-01494-JCM-PAL Greenspun et al Stephens Media, LLC et al Notice (Other)

Date: Friday, June 13, 2014 at 10:09:23 AM Pacific Daylight Time

From: Reid, Leif

To: Colby Williams

What is a good time on Monday?

Sent from my iPhone

On Jun 13, 2014, at 9:55 AM, "Colby Williams" <jcw@campbellandwilliams.com> wrote:

Leif,

This is the third e-mail I've sent requesting an update where things stand in this case. I've also left messages at your office. We need to know what is happening with this litigation as we have a number of approaching deadlines. In the event we continue not to hear anything back, our client has instructed us to file a motion next week seeking a status check with the Court. We'd obviously to prefer to avoid such scenario. Can you please contact me to discuss.

Thanks,
Colby

J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
T: 702.382.5222
F: 702.382.0540
E: jcw@cwlawlv.com

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From: Colby Williams <jcw@campbellandwilliams.com>

Date: Friday, June 6, 2014 at 3:43 PM

To: "Reid, Leif" <LReid@lrrlaw.com>

Subject: FW: Activity in Case 2:13-cv-01494-JCM-PAL Greenspun et al Stephens Media, LLC et al Notice (Other)

Leif,

Following up on the below e-mail on Monday. Can you let me know where we are on this?

Thanks,
Colby

J. Colby Williams, Esq.

Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
T: 702.382.5222
F: 702.382.0540
E: jcw@cwlawlv.com

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From: Colby Williams <jcw@campbellandwilliams.com>
Date: Monday, June 2, 2014 at 10:47 AM
To: "Reid, Leif" <LReid@lrllaw.com>
Subject: FW: Activity in Case 2:13-cv-01494-JCM-PAL Greenspun et al Stephens Media, LLC et al Notice (Other)

Leif,

I left you a voice mail earlier today to catch up on the Greenspun matter. Give me a call to discuss when you're free.

Thanks,
Colby

J. Colby Williams, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
T: 702.382.5222
F: 702.382.0540
E: jcw@cwlawlv.com

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From: "cmecf@nvd.uscourts.gov" <cmecf@nvd.uscourts.gov>
Date: Friday, May 30, 2014 at 4:49 PM
To: "cmecfhelpdesk@nvd.uscourts.gov" <cmecfhelpdesk@nvd.uscourts.gov>
Subject: Activity in Case 2:13-cv-01494-JCM-PAL Greenspun et al Stephens Media, LLC et al Notice (Other)

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United States District Court

District of Nevada

Notice of Electronic Filing

The following transaction was entered by Reid, E. on 5/30/2014 at 4:49 PM PDT and filed on 5/30/2014

Case Name: Greenspun et al Stephens Media, LLC et al
Case Number: 2:13-cv-01494-JCM-PAL
Filer: Amy Greenspun Arenson 2010 Legacy Trust
Brian L. Greenspun Separate Property Trust dated July 11, 1990
DR Partners
Michael Ferguson
Brian L. Greenspun

Document Number: 99

Docket Text:

NOTICE *Withdrawal of Lewis Roca Rothgerber LLP's Renewed Motion to Withdraw as Counsel (Dkt. 70)* by Amy Greenspun Arenson 2010 Legacy Trust, Brian L. Greenspun Separate Property Trust dated July 11, 1990, DR Partners, Michael Ferguson, Brian L. Greenspun re [70] **RENEWED MOTION to Withdraw as Attorney.** (Reid, E.)

2:13-cv-01494-JCM-PAL Notice has been electronically mailed to:

Darren J. Lemieux dlemieux@lrlaw.com, cdavis@lrlaw.com

E. Leif Reid lreid@lrrlaw.com, cdavis@lrrlaw.com, dlemieux@lrrlaw.com, rlaw@lrrlaw.com,
tzimmerman@lrrlaw.com

Gordon Laurence Lang glang@nixonpeabody.com

J. Colby Williams jcw@campbellandwilliams.com, mary@campbellandwilliams.com,
nancy@campbellandwilliams.com

Joseph Michaelang Alioto jmalioto@aliotolaw.com

Philip R Erwin Perwin@campbellandwilliams.com, ngregory@campbellandwilliams.com,
pre@campbellandwilliams.com

Tara C Zimmerman tbarnes@lrrlaw.com, CDavis@LRRlaw.com, LReid@lrrlaw.com, rlaw@lrrlaw.com

Thomas G. Ryan tryan@lrrlaw.com, jestrada@lrrlaw.com

2:13-cv-01494-JCM-PAL Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1101333072 [Date=5/30/2014] [FileNumber=6675624-0

] [7ab77d56623244063d89e5dfff134f8e8ccd0b6afa9b3dce5d0b5da604797c83aa5
5a25c4cd357c3e94f6735fa043198b5b663d2a36d6a1453e0525054003248]]

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EXHIBIT 5

EXHIBIT 5

Subject: Stephens Media

Date: Tuesday, July 1, 2014 at 10:24:06 PM Pacific Daylight Time

From: Reid, Leif

To: Colby Williams

The transaction closed about 5pm yesterday. Please feel free to call me at your convenience tomorrow on my cell. I am on the east coast.

E. Leif Reid
Lewis and Roca LLP
50 W. Liberty St. #410
Reno, NV 89501
(775) 823-2900

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EXHIBIT 6

EXHIBIT 6

The Greenspun Corporation

July 2, 2014

Via Email and U.S. Mail

Mark A. Hinueber
Vice President and General Counsel
Stephens Media, LLC
1111 West Bonanza Road
Las Vegas, Nevada 89106

Re: Letter of Intent dated September 10, 2013

Dear Mark:

In furtherance of my call to you of yesterday evening, please allow this letter to serve as formal notice to Stephens Media LLC and Stephens Media Intellectual Property LLC (collectively "*Stephens*") that the Las Vegas Sun, Inc. (the "*Sun*") and Greenspun Media Group, LLC ("*GMG*") no longer desire to further negotiate or consummate the Transactions referenced in that certain Letter of Intent dated September 10, 2013 by and between Stephens, the Sun, and GMG. Given this, please have your antitrust counsel coordinate with ours to inform the Department of Justice and the Nevada Attorney General's office so that they may wind down their open investigations of the proposed Transactions.

Despite the fact that we were unable to consummate the contemplated Transactions, it was certainly a pleasure working with you over the past several months on this. I hope we can collaborate in the future on other matters.

Sincerely,

The Greenspun Corporation



David W. Dachelet, Esq.
Senior V.P. and General Counsel

DWD|smm

cc: Brian L. Greenspun (*via email only*)
Paul S. Hamilton (*via email only*)

David W. Dachelet
General Counsel

p: 702.990.2122 | f: 702.990.9822 | david.dachelet@greenspuncorp.com
2275 Corporate Circle, Suite Three Hundred
Henderson, Nevada 89074