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15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**

17 BRIAN L. GREENSPUN, AN INDIVIDUAL; THE
18 BRIAN L. GREENSPUN SEPARATE PROPERTY
TRUST, DATED JULY 11, 1990; THE AMY
GREENSPUN ARENSON 2010 LEGACY TRUST,

19 PLAINTIFFS,

20 vs.

21 STEPHENS MEDIA LLC, a Nevada limited
liability company; STEPHENS HOLDING
22 COMPANY OF ARKANSAS, an Arkansas
corporation; SF HOLDING CORP., an Arkansas
23 foreign corporation, d/b/a STEPHENS MEDIA
GROUP; DR PARTNERS, a Nevada General
24 Partnership, d/b/a STEPHENS MEDIA GROUP;
STEPHENS MEDIA INTELLECTUAL PROPERTY,
25 LLC, a Delaware limited liability company;
MICHAEL FERGUSON, an individual; WARREN
26 A. STEPHENS, an individual, DOES, I-X,
inclusive,

27 DEFENDANTS.
28

Case No.
Dept. No.

**DECLARATION OF BRIAN L.
GREENSPUN IN SUPPORT OF
PLAINTIFFS' EMERGENCY MOTION
FOR TEMPORARY RESTRAINING
ORDER AND FOR PRELIMINARY
INJUNCTION, AND TO ESTABLISH A
HEARING AND BRIEFING SCHEDULE**

1 I, BRIAN L. GREENSPUN, do hereby declare under penalty of perjury that the following
2 assertions are true and correct to the best of my knowledge:

3 1. I am I am currently the publisher and Editor-in-Chief of Las Vegas Sun and
4 lasvegassun.com. I have been working in the newspaper industry, starting at the Las Vegas Sun,
5 since I was 12 years old. I have been the Editor-in-Chief since my father's death in 1989.

6 2. Hank Greenspun started the Las Vegas Sun in 1950, which provided the Las Vegas
7 community an alternative editorial and reportorial voice to the Las Vegas Review Journal (LVRJ).
8 Throughout that time, the Las Vegas Sun was barely profitable and in many years lost significant
9 money. Because it was a failing newspaper, I was able to negotiate the Joint Operating
10 Agreement with Donrey of Nevada, Inc. in 1989. It was a 50 year agreement during which the
11 LRVJ would print, publish, sell advertising for, and distribute the Las Vegas Sun as an afternoon
12 newspaper. There was a formula in place to share a small percentage of the revenues. Unlike
13 other JOA's in existence at the time, the Las Vegas Sun's owners had to pay the LVRJ millions of
14 dollars to incent them to enter into the JOA. My father, mother, and I considered it important
15 enough to pay such a heavy financial price in order to keep a competitive voice in Las Vegas for
16 the next five decades. From the first day of the JOA, the Las Vegas Sun became profitable and
17 was able to provide first-rate news, information, and editorial opinions to readers throughout
18 Southern Nevada, across the state and around the nation.

19 3. The history of the Las Vegas Sun is replete with stories chronicling the downfall of
20 demagogues like Joe McCarthy and Pat McCarran in the early days to the steady and thoughtful
21 eradication of the mob influence on Las Vegas' major industry into the 1970's. In recent years the
22 Las Vegas Sun has been the catalyst for change when it came to the safety of an entire section of
23 the Las Vegas community placed in jeopardy by a politically- juiced propane tank that could level
24 homes a mile away, to a relentless 30-year effort to stop the Yucca Mountain high-level dump
25 site. That fight has yet to be won and 2,000,000 Las Vegans need a media outlet willing to
26 continue the fight. That is the mission of the Las Vegas Sun.

27 4. In recent years, the Las Vegas Sun has won a Pulitzer Prize for its reporting about
28 unhealthy hospital practices and government inaction as well as a DuPont Award for broadcast

1 journalism for a birds eye view into gambling addiction in Las Vegas. That was the first time a
2 newspaper had ever won such an award.

3 5. This is the kind of journalism the JOA has allowed the Las Vegas Sun to practice in
4 recent years. This freedom to investigate, to explore, and to story tell is the result of being
5 profitable from the JOA as well as the growth of the Greenspun Media Group (“GMG”) brand of
6 media publications. This is the kind of journalism that will be lost if the LVRJ is allowed to
7 monopolize the local newspaper and news website business.

8 6. In 2005, I renegotiated the JOA to include the Las Vegas Sun within the LVRJ,
9 giving the Las Vegas Sun a 700 percent circulation increase and making it the largest circulated
10 newspaper in Nevada, along with the LVRJ. At the same time, the financial terms were
11 renegotiated making the Las Vegas Sun even more successful. That allowed GMG to create and
12 try to grow other competitive publications -- like InBusiness, Las Vegas Weekly, the Henderson
13 Home News -- all for the benefit of readers and advertisers in Southern Nevada.

14 7. In 2008, the recession hit full force which had the effect of reducing the Las Vegas
15 Sun's profits from the LVRJ by almost 90 percent. The Las Vegas Sun now receives just 1.3
16 million dollars per year. As a result, while the Las Vegas Sun and its website rely heavily on that
17 contribution from the LVRJ, it is also dependent on the profits from other publications of GMG,
18 including the tourist publications, Vegas2go and Las Vegas Magazine.

19 8. This year the GMG, at which the Las Vegas Sun lies at the core, will have its best
20 financial performance since 2008.

21 9. On or about August 19, 2013, I received an email from Paul Huygens, Principal at
22 Province Advisors, containing a Letter of Intent from Stephens Media concerning the termination
23 of the 2005 JOA and the termination of the lasvegas.com URL License Agreement. *See* Email
24 from Paul Huygens, attached to Plaintiffs’ Motion as Exhibit 3 and Letter of Intent dated August
25 19, 2013, attached to Plaintiffs’ Motion as Exhibit 2.

26 10. In his email, Paul Huygens indicated that “We have a few minor comments, and
27 once adjusted we intend to sign this and commence negotiation of the transaction documents as we
28 were directed to do.” *See* Email from Paul Huygens, attached to Plaintiffs’ Motion as Exhibit 3.

1 11. Almost 60 years ago, in dealing with a conspiracy to boycott case brought by the
2 Las Vegas Sun against several hotel owners as well as Sen. Pat McCarran, Federal Judge Roger
3 Foley referred to advertising as the life blood of newspapers, and by extension, news websites in
4 today's parlance. The publications of GMG are reliant solely on advertiser support. The mere
5 thought of the Las Vegas Sun and the related website being closed by the LVRJ could rumble
6 through the community and cause immediate and irreparable harm to GMG since it will cause the
7 Las Vegas Sun's advertisers to flee for safer competitors, those whose closing is not assured
8 because of this contemplated sale. There will be no way to recover from such a blow since the
9 newspaper's lifeblood will have been drained with no hope for recovery.

10 12. The contemplated transaction will also cause employees, who are responsible for a
11 remarkable turnaround in GMG's financial performance, thereby assuring the Las Vegas Sun's
12 viability, to get nervous and seek more stable employment elsewhere. The loss of key employees,
13 the momentum they have built and the advertising that has been hard fought for over the past few
14 years will force the Las Vegas Sun to violate the terms of the JOA -- to provide eight pages of
15 news content daily -- which would allow the LVRJ to terminate the agreement and achieve the
16 monopoly they seek under the current proposal. The Las Vegas Sun and its website will be gone
17 and Las Vegas will become a one newspaper and one newspaper website monopoly town. There
18 will be no more newspaper competition for news, editorials, and political insight despite the fact
19 that there is 27 years remaining on the JOA contract to provide just that.

20 13. I, and the senior leaders I have installed at the Las Vegas Sun and its sister
21 publications, have provided leadership and stability as well as a knowledgeable media presence
22 that has put the Las Vegas Sun and GMG on a path to sustainable profitability. Any disruption in
23 this regard would also cause irreparable harm because once the people leave, and they will in
24 search of more stability and certainty, it will be too costly in both time and resources to replace
25 them and regain the lost momentum. This will result in a violation of the terms of the JOA and a
26 termination by the LVRJ of the JOA.

27 14. The Newspaper Preservation Act ("NPA") has worked in Las Vegas remarkably
28 well. It has provided the ability for this young, growing, and vibrant city to benefit from two

1 separate and often distinct news and editorial products. With 27 years remaining of the JOA,
2 allowing the LVRJ to terminate it and gain a monopoly does violence to the purposes of the NPA
3 and creates a grave injustice to both the readers and the advertisers and business owners who rely
4 so heavily on someone to present the other side.

5 15. Please don't let the LVRJ silence that someone's voice.

6 DATED this 19th day of August, 2013.

7
8

Brian L. Greenspun