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

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

**AFFIDAVIT OF E. LEIF REID IN  
SUPPORT OF PLAINTIFFS'  
EMERGENCY MOTION FOR  
TEMPORARY RESTRAINING ORDER  
AND FOR PRELIMINARY  
INJUNCTION, AND TO ESTABLISH A  
HEARING AND BRIEFING SCHEDULE**

1           In accordance with LR 7-5(d)(3), and in support of Plaintiffs' Emergency Motion For  
2 Temporary Restraining Order and for Preliminary Injunction, and to Establish a Hearing and  
3 Briefing Schedule, E. Leif Reid makes the following declarations under penalty of perjury:

4           1.       I am a duly licensed attorney admitted to practice in the State of Nevada and the  
5 United States Federal Court for the District of Nevada. I am a partner at Lewis and Roca LLP and  
6 counsel for Plaintiffs, Brian L. Greenspun, an individual; Brian L. Greenspun, as trustee of The  
7 Brian L. Greenspun Separate Property Trust, dated July 11, 1990; Brian L. Greenspun, as trustee  
8 of The Amy Greenspun Arenson 2010 Legacy Trust (collectively, "Plaintiffs"), in the matter of  
9 *Brian L. Greenspun, et al v. Stephens Media LLC, et al.* The statements herein are based upon  
10 personal knowledge.

11           2.       The Plaintiffs are seeking emergency relief because of the irreparable harm that  
12 will ensue upon the consummation of the agreement between Defendants Stephens Media LLC,  
13 Stephens Holding Company of Arkansas, SF Holding Corp., DR Partners, Stephens Media  
14 Intellectual Property, LLC, Michael Ferguson, and Warren A. Stephens (collectively "the  
15 Stephens Media Defendants" or "Stephens Media") and the Las Vegas Sun Inc. to terminate the  
16 Amended and Restated Agreement ("2005 JOA").

17           3.       In their original offer, Stephens Media requested that the 2005 JOA be terminated  
18 "as of September 1, 2013." *See* Email from Paul Hamilton to Brian Greenspun dated August 6,  
19 2013 forwarding email communication between Paul Hamilton and Michael Ferguson, attached to  
20 Plaintiff's Motion as Exhibit 1. Thereafter, on July 22, 2013, Stephens Media expressed its  
21 intention "accept and approve and move to accomplish [the termination of the 2005 JOA] with a  
22 minimum of delay." *See id.*

23           4.       During the August 7, 2013 special meeting of the directors of the Las Vegas Sun,  
24 Inc., Danny Greenspun, Susan Fine, and Janie Gale voted in favor of instructing Paul Hamilton to  
25 execute a Notice of Intent, or other similar non-binding agreement, with Stephens Media prior to  
26 August 19, 2013, or within a reasonable amount of time, concerning the termination of the 2005  
27 JOA and termination of the lasvegas.com License Agreement. Paul Hamilton was instructed to  
28 thereafter proceed with the execution of a binding agreement. Paul Hamilton is not required to

1 seek further board approval prior to entering into either the Notice of Intent or the final binding  
2 agreement.

3 5. Following the August 7, 2013 vote, my client, Brian L. Greenspun, consulted with  
4 a representative of Stephens Media LLC and was informed that Stephens Media plans to proceed  
5 forward with the termination of the 2005 JOA.

6 6. On or about August, 18, 2013, Vegas.com, Las Vegas Sun, Inc., and the Greenspun  
7 Media Group (“GMG”), through Province Advisors, received a Letter of Intent from Stephens  
8 Media LLC and Stephens Media Intellectual Property LLC. *See* Letter of Intent dated August 19,  
9 2013, attached to Plaintiffs’ Motion as Exhibit 2. On or about August 19, 2013, Paul Huygens,  
10 Principal at Province Advisors, emailed the Notice of Intent to Brian L. Greenspun with the  
11 following message:

12 We were instructed in the board/shareholder meetings of August  
13 7th to collect an LOI from Stephens Media by today. The attached  
14 was received last night. We have a few minor comments, and once  
adjusted we intend to sign this and commence negotiation of the  
transaction documents as we were directed to do.

15 *See* Email from Paul Huygens August 19, 2013, attached to Plaintiffs’ Motion as Exhibit 3.

16 7. On August XX, 2013, I had a telephone conversation with Mark A. Hinueber, Esq.,  
17 the Vice President and General Counsel of Stephens Media LLC, during which we discussed  
18 Stephens Media’s planned termination of the 2005 JOA. After personally consulting and a sincere  
19 effort to resolve the dispute without Court action, I have been unable to do so.

20 8. During the August XX, 2013 phone conversation, I advised Mr. Hinueber that  
21 Plaintiffs intended to file the instant Motion.

22 9. If this Motion is not ruled upon before or immediately after August 19, 2013, the  
23 Defendants’ will be able to put the Las Vegas Sun out of business and create a monopoly in the  
24 Las Vegas print and online newspaper market. Closure of the Las Vegas Sun will result in  
25 irreparable harm that cannot be remedied with monetary damages.

26 10. Given these Defendants’ expressed intention to close the Las Vegas Sun by  
27 terminating its 2005 JOA, emergency relief is vital to ensuring that the Defendants do not take  
28 action necessary to effectuate the termination of the 2005 JOA prior to this Court having the

1 opportunity to rule on the instant Motion. A regular briefing schedule would not allow the Parties  
2 to fully brief this issue prior to the threatened termination.

3 11. The office addresses and telephone numbers of all counsel are as follows:

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24 Telephone: 702-477-3830  
25 Fax: 702-383-0402  
26 *Attorney For Defendants*

27 DATED this \_\_\_\_\_ day of August, 2013.

28 \_\_\_\_\_  
E. Leif Reid

Subscribed and Sworn to before me this  
\_\_\_\_ day of August, 2013.

\_\_\_\_\_  
Notary Public in and for said County and State