

1 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
2 standards are consistently maintained by all of them."

3 82. Second, FERG agreed that it would "provide to CAC written disclosure regarding
4 the FERG Associates . . .," which included Mr. Seibel. And, "[t]o the extent that any prior
5 disclosure becomes inaccurate, FERG shall, within ten (10) calendar days from the event, update
6 the prior disclosure without CAC making any further request."

7 83. The FERG Agreement provided CAC with the ability to terminate the
8 FERG Agreement in its discretion if it determined that (i) FERG was not complying with its
9 disclosure obligations, or (ii) FERG or an Associated Party was an "Unsuitable Person."
10 Specifically, the FERG Agreement provided:

11 If any FERG Associate fails to satisfy or [sic] such requirement, if CAC or any of
12 CAC's Affiliates are directed to cease business with any FERG Associate by any
13 Gaming Authority, or if CAC shall determine, in CAC's sole and exclusive judgment,
14 that any FERG Associate is an Unsuitable Person, whether as a result of a FERG
15 Change of Control or otherwise, then (a) FERG shall terminate any relationship with
16 the Person who is the source of such issue, (b) FERG shall cease the activity or
17 relationship creating the issue to CAC's satisfaction, in CAC's sole judgment, or (c) if
18 such activity or relationship is not subject to cure as set forth in the foregoing clauses
19 (a) and (b), as determined by CAC in its sole discretion, CAC shall, without prejudice
20 to any other rights or remedies of CAC including at law or in equity, have the right
21 to terminate this Agreement and its relationship with FERG. FERG further
22 acknowledges that CAC shall have the right to terminate this Agreement in the event
23 any Gaming Authority requires CAC or one of its Affiliates to do so. Any termination
24 by CAC pursuant to this [section] shall not be subject to dispute by FERG and shall
25 not be the subject of any proceeding [in arbitration].

26 84. Under the FERG Agreement, an "Unsuitable Person" was defined as follows:

27 Any Person (a) whose association with CAC or its Affiliates could be anticipated to
28 result in a disciplinary action relating to, or the loss of, inability to reinstate or failure
to obtain, any registration, application or license or any other rights or entitlements
held or required to be held by CAC or any of its Affiliates under any United States,
state, local or foreign laws, rules or regulations relating to gaming or the sale of
alcohol, (b) whose association or relationship with CAC or its Affiliates could be
anticipated to violate any United States, state, local or foreign laws, rules or
regulations relating to gaming or the sale of alcohol to which CAC or its Affiliates
are subject, (c) who is or might be engaged or about to be engaged in any activity
which could adversely impact the business or reputation of CAC or its Affiliates, or
(d) who is required to be licensed, registered, qualified or found suitable under any
United States, state, local, or foreign laws, rules or regulations relating to gaming or
the sale of alcohol under which CAC or any of its Affiliates is licensed, registered,
qualified or found suitable, and such Person is not or does not remain so licensed,
registered, qualified or found suitable.

1 85. Finally, FERG represented that, "[a]s of the Effective date [of the agreement], no
2 representation or warranty made herein by [FERG] contains any untrue statement of a material fact,
3 or omits to state a material fact necessary to make such statements not misleading."

4 86. The disclosure and conduct obligations under the FERG Agreement were not limited
5 to the corporate entity FERG. Instead, FERG's obligations—both with respect to conduct and
6 disclosure—included FERG's "Associates" and "Affiliates." FERG's Affiliates included persons
7 controlling FERG. The FERG Agreement specifically stated that "with respect to FERG, the term
8 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." FERG's Associates
9 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
10 FERG and the individual who signed the FERG Agreement, was both a FERG Affiliate and
11 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
12 standards of honesty, integrity, quality, and courtesy. And FERG had an ongoing obligation to
13 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

14 87. Because Mr. Seibel was specifically included as a FERG Associate, Caesars relied
15 upon his previous representations in the MOTI and DNT Business Information Forms that he had
16 not been a party to a felony in the last ten years and there was nothing in his past that would prevent
17 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
18 Information Forms constituted the prior written disclosures referenced in the FERG Agreement.

19 88. The initial disclosures that FERG provided were false when made. And, despite the
20 obligations set out in the FERG Agreement, neither Mr. Seibel nor FERG ever provided Caesars
21 with an updated Business Information Form or any other supplemental disclosure. Nor did FERG
22 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
23 by the IRS, his guilty plea, his felony conviction, or his incarceration.

24 89. In addition, Section 4.1 of the FERG Agreement ("Section 4.1") states: "In the event
25 a new agreement is executed between CAC and/or its Affiliate and Gordon Ramsay and/or his
26 Affiliate relative to the Restaurant or Restaurant Premises, this Agreement shall be in effect and
27 binding on the parties during the term hereof."
28

90. Caesars contends that this provision, which has been characterized as a restrictive covenant, is unenforceable as a matter of law because (a) the FERG Agreement was properly terminated; (b) Caesars is prohibited from entering into a business relationship with FERG or Mr. Seibel given that FERG and Mr. Seibel are Unsuitable Persons; and (c) Section 4.1 is vague, ambiguous, indefinite, and overly broad. In contrast, FERG has asserted that this provision is enforceable and should apply to any future ventures between CAC and Gordon Ramsay.

B. The Activities of Mr. Seibel and the Seibel-Affiliated Entities Rendered Him Unsuitable Under the Seibel Agreements.

91. Approximately five years before completing the MOTI Business Information Form and entering into the MOTI Agreement, Mr. Seibel was engaged in activities of the type that would have rendered him unsuitable under the Seibel Agreements. And, despite his obligations to do so, Mr. Seibel and the Seibel-Affiliated Entities never disclosed Mr. Seibel's illegal activities to Caesars.

(a) *Mr. Seibel set up numbered UBS accounts in Switzerland and concealed them from the United States government.*

92. From approximately March 3, 2004 through 2008, Mr. Seibel maintained an account at Union Bank of Switzerland ("UBS").

93. In 2004, Mr. Seibel and his mother traveled to UBS' offices in Switzerland. While in Switzerland, Mr. Seibel opened and became the beneficiary and account holder of a UBS bank account that was not titled in his own name. Instead, the account was identified in internal bank records with the phrase "CQUE" and a unique account number (the "Numbered UBS Account").

94. At the same time, Mr. Seibel executed a UBS Telefax Agreement that allowed him to have regular communication with UBS via facsimile. Mr. Seibel also executed forms acknowledging that he was a United States citizen subject to United States taxation, and that he was the beneficial owner of the assets and income associated with the Numbered UBS Account.

95. In exchange for the payment of an additional fee to UBS, Mr. Seibel authorized and directed UBS to retain all account correspondence so that no bank statements or other correspondence related to the Numbered UBS Account would be mailed to him in the United States.

1 96. Mr. Seibel caused his Numbered UBS Account to be opened in 2004 with a
2 \$25,000 cash deposit made by his mother. Between 2004 and 2005, Mr. Seibel's mother deposited
3 cash and checks totaling approximately \$1,000,000 into Mr. Seibel's account, bringing to
4 \$1,011,279 the total deposits made into Mr. Seibel's Numbered UBS Account.

5 97. UBS bank records demonstrate that Mr. Seibel and not his mother was the individual
6 who actively monitored and approved the selection and investment of the assets maintained in the
7 Numbered UBS Account. Mr. Seibel's trading in the account resulted in a substantial amount of
8 income in the form of capital gains, dividends, and interest. By 2008, the account had a balance of
9 approximately \$1,300,200.

10 ***(b) In 2008, Mr. Seibel closed his UBS account and opened a new account.***

11 98. On or about May 30, 2008, Mr. Seibel traveled back to Switzerland and informed
12 UBS personnel that he wanted to close his Numbered UBS Account. Mr. Seibel explained he was
13 concerned about the existence of the account given recent press reports. Those press reports had
14 revealed various investigations commenced by United States law enforcement of UBS's role in
15 helping United States citizens evade federal income taxes by, among other things, using undeclared
16 foreign bank accounts at UBS.

17 99. In late May 2008, Mr. Seibel traveled to Switzerland to close out his Numbered UBS
18 Account. Prior to doing so, he created a Panamanian shell company called Mirza International
19 ("Mirza"). Mr. Seibel was the beneficial owner of the shell company. In addition, Mr. Seibel
20 opened another offshore account at a different Swiss bank, Banque J. Safra. This time, however,
21 he opened the account in the name of the newly created Mirza International instead of his own
22 name.

23 ***(c) Mr. Seibel filed incomplete and inaccurate tax returns.***

24 100. On or about October 10, 2008, Mr. Seibel filed with the IRS a Form 1040 for
25 calendar year 2007. United States citizens and residents are obligated, on their Form 1040, to report
26 their income from any source, regardless of whether the source is inside or outside the United States.
27 Taxpayers who have a financial interest in, or signature authority over, a financial account in a
28

1 foreign country over a threshold amount also are required to file with the IRS a Report of Foreign
2 Bank and Financial Accounts, Form TD F 90-22.1 ("FBAR").

3 101. On his return, which Mr. Seibel signed under penalty of perjury, he omitted reporting
4 any dividend, interest, and other income received by him in one or more bank, securities, and other
5 financial accounts at UBS. Mr. Seibel also failed to report on Schedule B of his 2007 Form 1040
6 that he had an interest in or a signature authority over a financial account in a foreign country.
7 Moreover, because of his authority over the Numbered UBS Account, Mr. Seibel was required to
8 file a FBAR for calendar year 2007. He failed to do so.

9 102. On or about April 15, 2009, Mr. Seibel submitted his IRS Form 1040 for calendar
10 year 2008. On that return, Mr. Seibel omitted the dividend, interest, and other income received by
11 him in one or more bank, securities, and other financial accounts at UBS. Moreover, Mr. Seibel
12 falsely claimed that he did not have an interest in or signature authority or control over a financial
13 account in a foreign country. In addition, because of his authority over the Numbered UBS
14 Account, Mr. Seibel was required to file a FBAR for calendar year 2008. He failed to do so.

15 *(d) Mr. Seibel provided false application to voluntary disclosure program.*

16 103. In March 2009, the IRS began the Voluntary Disclosure Program to provide an
17 opportunity for U.S. taxpayers, not already under investigation by the IRS, to avoid criminal
18 prosecution by disclosing their previously undeclared offshore accounts and paying tax and
19 penalties on the income earned in those accounts.

20 104. On or about October 15, 2009, Mr. Seibel signed and caused to be submitted to the
21 IRS an application to the Voluntary Disclosure Program (the "Application"). The Application,
22 drafted by Mr. Seibel's mother's attorney, stated that Mr. Seibel had been unaware, during the years
23 2004 and 2005, that his mother had made deposits into the Numbered UBS Account for Mr. Seibel's
24 benefit. It also stated Mr. Seibel had been unaware, until he made inquiries of UBS in 2009, of the
25 status of his account at UBS and had in fact over time reached "the conclusion that deposits [into
26 his Numbered UBS Account] had been stolen or otherwise disappeared."

27 105. These statements were false. As set forth above, Mr. Seibel was (i) at all times
28 knowledgeable about the Numbered UBS Account and had taken a role in the oversight of, and

1 transactions in, that account, and (ii) was aware as to the disposition of the funds from that account,
2 as Mr. Seibel traveled to Switzerland the year before to effect the closing of the Numbered UBS
3 Account and transfer of its funds into another foreign bank account at a different Swiss bank. Thus,
4 when Mr. Seibel signed and submitted the Application, he was lying to the United States
5 government.

6 106. At some point, the United States government began to investigate Mr. Seibel for his
7 criminal activities. On April 18, 2016, the United States Attorney filed an information charging
8 Mr. Seibel with corrupt endeavor to obstruct and impede the due administration of the Internal
9 Revenue Laws, 26 U.S.C. § 7212(a). That same day, Mr. Seibel pleaded guilty to one count of a
10 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws,
11 26 U.S.C. § 7212, a Class E Felony. Mr. Seibel stated that he was "pleading guilty because [he
12 was] in fact guilty," and admitted that on his IRS Form 1040 for the year 2008, he "corruptly
13 answer[ed] the question 'no' when [he] knew that answer was incorrect." Mr. Seibel's guilty plea
14 was the result of criminal conduct that began prior to Caesars entering into the Seibel Agreements.

15 107. On August 19, 2016, Mr. Seibel appeared at his sentencing hearing where he was
16 sentenced to 30 days in prison, six months of home confinement, and 300 hours of community
17 service.

18 108. Mr. Seibel, however, did not notify Caesars of his guilty plea. But he certainly
19 understood that it would result in the termination of his relationship with Caesars. In an attempt to
20 avoid these consequences of his impending felony conviction, Mr. Seibel informed Caesars on
21 April 8, 2016—ten days before entering his guilty plea—that he was (i) transferring all of the
22 membership interests of the Seibel-Affiliated Entities that he previously owned to two individuals
23 that would be trustees of a trust he had created; (ii) naming other individuals as the managers of the
24 Seibel-Affiliated Entities; (iii) assigning the agreements to new entities that had been created
25 (*i.e.*, LLTQ 16, FERG Enterprises 16, TPOV 16, and MOTI Partners 16, LLC); and (iv) delegating
26 all of his duties under the LLTQ, FERG, TPOV, and MOTI Agreements to Mr. Frederick.
27 Mr. Seibel did not disclose that he decided to perform these purported assignments, transfers, and
28 delegations because of his impending felony conviction. Mr. Seibel also transferred the interests

1 and duties relating to the Seibel-Affiliated Entities to his family and close friends—like
2 Mr. Frederick—and thus remained associated with the Seibel-Affiliated Entities.

3 C. **Caesars Exercises Its Sole Discretion to Terminate the Agreements with the**
4 **Seibel-Affiliated Entities.**

5 109. Despite the obligations of Mr. Seibel and the Seibel-Affiliated Entities to inform
6 Caesars of Mr. Seibel's felony conviction and update the relevant disclosures, they never did so.
7 Instead, Caesars only learned of Mr. Seibel's felony conviction from press reports in August 2016.
8 When Caesars became aware of Mr. Seibel's felony conviction, it promptly terminated all of its
9 agreements with the Seibel-Affiliated Entities.

10 (a) *Termination of the MOTI Agreement.*

11 110. On September 2, 2016, counsel for Caesars Palace sent MOTI a letter terminating
12 the MOTI Agreement. Caesars explained the grounds for termination in its letter:

13 Pursuant to Section 9.2 of the Agreement, MOTI has acknowledged and agrees that
14 Caesars and/or its affiliates conduct business that are or may be subject to and exist
15 because of privileged licenses issued by governmental authorities. Additionally,
16 Section 9.2 provides that if Caesars determines, in its sole and absolute judgment,
17 that (a) any MOTI Associate is an Unsuitable Person and (b) such relationship is not
18 subject to cure, Caesars shall have the right to terminate the Agreement.

19 Caesars is aware that Rowen Seibel, who is a MOTI Associate under the Agreement,
20 has recently pleaded guilty to a one-count criminal information charging him with
21 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
22 (corrupt endeavor to obstruct and impede the due administration of the Internal
23 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
24 Unsuitable Person.

25 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
26 relationship to MOTI are not capable of being cured. Accordingly, Caesars is
27 exercising its rights under Section 9.2 of the Agreement and is terminating the
28 Agreement effective immediately.

23 (b) *Termination of the DNT Agreement.*

24 111. On September 2, 2016, counsel for Caesars Palace sent DNT a letter terminating the
25 DNT agreement. Caesars explained the grounds for termination in its letter:

26 Pursuant to Section 11.2 of the Agreement, the DNT Parties have acknowledged and
27 agree that Caesars and/or its affiliates conduct business that are or may be subject to
28 and exist because of privileged licenses issued by governmental authorities. Additionally, Section 11.2 provides that Caesars determines, in its sole and absolute

1 judgment, that any DNT Associate is an Unsuitable Person, the DNT Parties shall
2 cease activity or relationship creating the issue.

3 Caesars is aware that Rowen Seibel, who is a DNT Associate under the Agreement,
4 has recently pleaded guilty to a one-count criminal information charging him with
5 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
(corrupt endeavor to obstruct and impede the due administration of the Internal
6 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
7 Unsuitable Person.

8 Therefore, the DNT Parties shall, within 10 business days of receipt of this letter,
9 terminate any relationship with Mr. Seibel and provide Caesars with written evidence
10 of such terminated relationship. If the DNT Parties fails to terminate the relationship
11 with Mr. Seibel, Caesars will be required to terminate the agreement pursuant to
12 section 4.2.3 of the Agreement.

13 112. In response to this letter, DNT failed to provide Caesars with sufficient evidence
14 demonstrating that it had terminated its relationship with Mr. Seibel. Though Mr. Seibel had
15 purportedly assigned his rights and interests in DNT and the DNT Agreement, Caesars determined,
16 in its sole discretion—as it was entitled to do under the DNT Agreement—that DNT's relationship
17 was not subject to cure given Mr. Seibel's continued relationship with the principals and
18 representatives of DNT. As a result, the DNT Agreement was terminated.

19 *(c) Termination of the TPOV Agreement.*

20 113. On September 2, 2016, counsel for Caesars Palace sent TPOV a letter terminating
21 the TPOV agreement. Caesars explained the grounds for termination in its letter:

22 Pursuant to Section 10.2 of the Agreement, TPOV has acknowledged and agrees that
23 Caesars and/or its affiliates conduct business that are or may be subject to and exist
24 because of privileged licenses issued by governmental authorities. Additionally,
25 Section 10.2 provides that if Caesars determines, in its sole and absolute judgment,
26 that (a) any TPOV Associate is an Unsuitable Person and (b) such relationship is not
27 subject to cure, Caesars shall have the right to terminate the Agreement.

28 Caesars is aware that Rowen Seibel, who is a TPOV Associate under the Agreement,
has recently pleaded guilty to a one-count criminal information charging him with
impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
(corrupt endeavor to obstruct and impede the due administration of the Internal
Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
Unsuitable Person.

Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
relationship to TPOV are not capable of being cured. Accordingly, Caesars is
exercising its rights under Section 4.2.5 of the Agreement and is terminating the
Agreement effective immediately.

(d) Termination of the LLTQ Agreement.

114. On September 2, 2016, counsel for Caesars Palace sent LLTQ a letter terminating the LLTQ agreement. Caesars explained the grounds for termination in its letter:

Pursuant to Section 10.2 of the Agreement, LLTQ has acknowledged and agrees that Caesars and/or its affiliates conduct business that are or may be subject to and exist because of privileged licenses issued by governmental authorities. Additionally, Section 10.2 provides that if Caesars determines, in its sole and absolute judgment, that (a) any LLTQ Associate is an Unsuitable Person and (b) such relationship is not subject to cure, Caesars shall have the right to terminate the Agreement.

Caesars is aware that Rowen Seibel, who is a LLTQ Associate under the Agreement, has recently pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an Unsuitable Person.

Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his relationship to LLTQ are not capable of being cured. Accordingly, Caesars is exercising its rights under Section 4.2.5 of the Agreement and is terminating the Agreement effective immediately.

(e) Termination of the GRB Agreement.

115. On September 2, 2016, counsel for Caesars Palace sent GRB a letter terminating the GRB Agreement. Caesars explained the grounds for termination in its letter:

Pursuant to Section 11.2 of the Agreement, GRB has acknowledged and agrees that Caesars and/or its affiliates conduct business that are or may be subject to and exist because of privileged licenses issued by governmental authorities. Additionally, Section 11.2 provides that if Caesars determines, in its sole and absolute judgment, that any GRB Associate is an Unsuitable Person, GRB shall cease the activity or relationship creating the issue.

Caesars is aware that Rowen Seibel, who is a GR Associate under the Agreement, has recently pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an Unsuitable Person.

Therefore, GRB shall, within 10 business days of the receipt of this letter, terminate any relationship with Mr. Seibel and provide Caesars with written evidence of such terminated relationship. If GRB fails to terminate the relationship with Mr. Seibel, Caesars will be required to terminate the Agreement pursuant to Section 4.2.5 of the Agreement.

116. In response to this letter, GRB failed to provide Caesars with sufficient evidence demonstrating that it had terminated its relationship with Mr. Seibel. Though Mr. Seibel had

1 purportedly assigned his rights and interests in GRB and the GRB Agreement, Caesars determined,
2 in its sole discretion—as it was entitled to do under the GRB Agreement—that GRB's relationship
3 was not subject to cure given Mr. Seibel's continued relationship with the principals and
4 representatives of GRB. Mr. Seibel's partner in GRB similarly informed Caesars that GRB could
5 not adequately disassociate itself with Mr. Seibel. As a result, the GRB Agreement was terminated.

6 *(f) Termination of the FERG Agreement.*

7 117. On September 2, 2016, counsel for Caesars Palace sent FERG a letter terminating
8 the FERG agreement. Caesars explained the grounds for termination in its letter:

9 Pursuant to Section 11.2 of the Agreement, FERG has acknowledged and agrees that
10 Caesars and/or its affiliates conduct business that are or may be subject to and exist
11 because of privileged licenses issued by governmental authorities. Additionally,
12 Section 11.2 provides that if Caesars determines, in its sole and absolute judgment,
13 that (a) any FERG Associate is an Unsuitable Person and (b) such relationship is not
14 subject to cure, Caesars shall have the right to terminate the Agreement.

15 Caesars is aware that Rowen Seibel, who is a FERG Associate under the Agreement,
16 has recently pleaded guilty to a one-count criminal information charging him with
17 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
18 (corrupt endeavor to obstruct and impede the due administration of the Internal
19 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
20 Unsuitable Person.

21 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
22 relationship to FERG are not capable of being cured. Accordingly, Caesars is
23 exercising its rights under Section 4.2(e) of the Agreement and is terminating the
24 Agreement effective immediately.

25 *(g) The Seibel-Affiliated Entities dispute the propriety of the termination of
26 their agreements with Caesars,*

27 118. After receiving the termination notices on September 2, 2016, counsel for the
28 Defendants sent Caesars several letters disputing the propriety of the terminations. According to
the Seibel-Affiliated Entities, Mr. Seibel no longer had any relationship with the Seibel-Affiliated
Entities and thus Caesars' termination of the agreements was improper.

119. In response, counsel for Caesars explained that the Seibel-Affiliated Entities'
relationship with Mr. Seibel was still unacceptable given the relationships of the assignees (like
Mr. Frederick) to Mr. Seibel:

We note that the proposed assignee [of the agreements] and its Associates have direct
or indirect relationships with Rowen Seibel. Based on the Company's experiences
with the Nevada Gaming Control Board and other gaming regulatory authorities

1 which regulate the Company and its affiliates (collectively, "Gaming Regulatory
2 Authorities"), the Company believes that such relationships with Mr. Seibel would
3 be unacceptable to the Gaming Regulatory Authorities. Further the Company
4 believes that a commercial relationship with the proposed assignee and its Associates,
5 because of their relationships with Mr. Seibel, would also be unacceptable to the
6 Gaming Regulatory Authorities. Lastly, we note that Mr. Seibel failed, through the
7 applicable entity, to affirmatively update prior disclosures to the Company, which
8 updated disclosure is required and bears directly on his suitability.

9 Based on the foregoing, the Company reasonably believes the commercial
10 relationship with the proposed assignee and its Associates would result in a
11 disciplinary action by one or more of the Gaming Regulatory Authorities, which
12 could jeopardize the Company's privileged licenses. Therefore, the Company has
13 determined that the proposed assignee and its Affiliates are Unsuitable Persons.

14 Pursuant to the Letter Agreement, dated May 16, 2014, (i) the Company is not
15 satisfied, in its sole reasonable discretion, that the proposed assignee and its
16 Associates are not Unsuitable Persons and (ii) the Compliance Committee has not
17 approved the proposed assignee and its Associates.

18 **D. Legal Proceedings Involving Caesars and the Defendants.**

19 **(a) *Contested matters involving Caesars Palace, CAC, LLTQ, FERG, and***
20 ***MOTI.***

21 120. In January 2015, Caesars Entertainment Operating Company, Inc. and a number of
22 its subsidiaries and affiliates (including Caesars Palace and CAC) filed for bankruptcy protection
23 under Chapter 11 in the United States Bankruptcy Court, Northern District of Illinois, Eastern
24 Division. As part of that bankruptcy, Caesars Palace, CAC, FERG, LLTQ, and MOTI are involved
25 in several contested matters.

26 121. First, Caesars Palace filed a motion to reject the LLTQ and FERG Agreements.
27 Caesars Palace concluded that the costs of these two agreements outweighed any potential benefits
28 that Caesars Palace could realize by continuing to perform under the agreements. LLTQ and FERG
29 objected to Caesars Palace's motion to reject the LLTQ and FERG Agreements on the grounds that,
30 inter alia, (i) the LLTQ and FERG Agreements are integrated with the separate agreements that
31 Caesars Palace entered into with Gordon Ramsay, and (ii) Sections 13.22 and 4.1 are enforceable
32 restrictive covenants that prevent the rejection of the LLTQ and FERG agreements.

33 122. Second, LLTQ and FERG filed a motion for the payment of administrative expenses
34 relating to payments purportedly owed to LLTQ and FERG for operation of the relevant restaurants
35 after Caesars Palace filed for bankruptcy. Caesars Palace objected to this motion on the grounds

1 that LLTQ and FERG have not provided any post-petition benefit to Caesars Palace. Indeed, LLTQ
2 and FERG did not provide Caesars Palace with any services after Caesars Palace filed for
3 bankruptcy.

4 123. Third, MOTI filed a motion for the payment of administrative expenses relating to
5 Caesars Palace's use of MOTI's intellectual property during the wind-down period following the
6 termination of the MOTI Agreement. Caesars Palace objected to this motion on the grounds that
7 MOTI is not entitled to an administrative expense where, as here, the MOTI Agreement was
8 terminated because MOTI was, and is, an "Unsuitable Person."

9 124. In connection with these three motions, the parties have conducted discovery on a
10 number of issues, including the suitability of LLTQ, FERG, and Mr. Seibel. And, as a defense to
11 LLTQ and FERG's motion for the payment of administrative defenses, Caesars Palace and CAC
12 have raised LLTQ and FERG's failure to disclose Mr. Seibel's criminal activities. Caesars Palace
13 and CAC contend that LLTQ and FERG's failure to do so constitutes fraudulent inducement and
14 breaches the LLTQ and FERG Agreements.

15 125. The contested matters in the bankruptcy court do not, however, directly implicate
16 Caesars' decision to terminate its agreements with the Seibel-Affiliated Entities. Instead, counsel
17 for LLTQ and FERG have stated in filings in the bankruptcy court that they intend to challenge the
18 propriety of the termination of the relevant agreements but do not believe that issue should be heard
19 by the bankruptcy court:

- 20 • "[T]he [Debtors'] fraudulent inducement claim, like the issue of whether the
21 Termination [of the LLTQ and FERG Agreements] was proper in the first instance,
22 is not presently before [the bankruptcy court] and should be resolved in separate
23 proceedings (likely in state court or federal district court)."
- 24 • "[LLTQ and FERG] will challenge the propriety of the purported termination
25 of the [LLTQ and FERG Agreements] in the appropriate venue, likely outside of the
26 Chapter 11 cases."

25 ***(b) Litigation involving GRB and Planet Hollywood.***

26 126. On January 11, 2017, Mr. Seibel, purportedly derivatively on behalf of GRB, filed
27 a complaint in the United States District Court for the District of Nevada naming Planet Hollywood
28 as a defendant. Mr. Seibel also filed a motion for a preliminary injunction enjoining

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Planet Hollywood from (i) terminating the GRB Agreement or, alternatively, (ii) utilizing GRB's intellectual property and operating a restaurant in the premises for the GR Burgr restaurant. This action was dismissed from the federal court on jurisdictional grounds and Mr. Seibel re-filed a similar complaint and motion for preliminary injunction in the Eighth Judicial District Court in Clark County, Nevada, Case No. A-17-751759 (Hon. Joe Hardy). The state court complaint included counts for (i) breach of contract arising out of the termination of the GRB Agreement; (ii) breach of the implied covenant of good faith and fair dealing relating to the termination of the GRB Agreement on suitability grounds; (iii) unjust enrichment relating to Planet Hollywood's use of GRB's intellectual property; (iv) civil conspiracy relating to the circumstances surrounding the termination of the GRB Agreement; (v) specific performance requiring Planet Hollywood to pay GRB; and (vi) declaratory relief establishing, inter alia, that Planet Hollywood must stop using the GR intellectual property and compensate GR for the period of time it utilized GRB's intellectual property.

127. The Court denied Mr. Seibel's motion for a preliminary injunction on the grounds that Mr. Seibel did not demonstrate irreparable harm, likelihood of success on the merits, balance of hardships, or that public policy weighed in his favor.

128. Planet Hollywood moved to dismiss Mr. Seibel's claims for breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, civil conspiracy, and declaratory relief. The Court granted in part and denied in part Planet Hollywood's motion. Specifically, the Court granted Planet Hollywood's motion to dismiss Mr. Seibel's breach of contract claim to the extent it was based on Caesars allegedly receiving money that should have been paid to GRB under the GRB Agreement, Caesars' failure to provide GRB with an opportunity to cure its association with any unsuitable persons, and Caesars' efforts to open a rebranded restaurant with Gordon Ramsay. Mr. Seibel subsequently filed an amended complaint, reasserting some of the same causes of action and adding further allegations. On July 21, 2017, Planet Hollywood answered the amended complaint and asserted a counterclaim for fraudulent concealment against Mr. Seibel individually.

(c) *Nevada Federal District Court litigation involving TPOV and Paris.*

129. On February 3, 2017, TPOV Enterprises 16, LLC filed a complaint in the United States District Court for the District of Nevada against Paris, Case No. 2:17-cv-00346-JCM-VCF. TPOV Enterprises 16, LLC alleges, inter alia, that (i) Paris breached the TPOV Agreement by, inter alia, refusing to continue to pay TPOV 16 and terminating the TPOV Agreement; (ii) Paris breached the implied covenant of good faith and fair dealing by, inter alia, disputing the validity of the assignment of the TPOV Agreement and claiming that TPOV is an Unsuitable Person; (iii) Paris has been unjustly enriched by its failure to pay TPOV 16 in accordance with the TPOV Agreement; and (iv) it is entitled to a declaration that the assignment of the TPOV Agreement from TPOV to TPOV 16 was valid and TPOV 16 is not associated with an Unsuitable Person.

130. Paris moved to dismiss TPOV 16's claims based on subject matter jurisdiction and failure to state a claim upon which relief could be granted. The District Court (Judge Mahan) granted the motion in part, and denied it in part, dismissing TPOV 16's claim for unjust enrichment. On July 21, 2017, Paris answered the complaint, and asserted counterclaims for breach of contract, breach of the implied covenant, fraudulent concealment, civil conspiracy, and declaratory relief against TPOV, TPOV 16, and Mr. Seibel personally.

COUNT I

**(Declaratory Judgment Against All Defendants Declaring That
Caesars Properly Terminated All of the Seibel Agreements)**

131. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully set forth herein.

132. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or whose rights, status or other legal relations are affected by a [contract] may have determined any question of construction or validity arising under the [contract] and obtain a declaration of rights, status or other legal relations thereunder."

133. The parties dispute whether Caesars properly terminated the Seibel Agreements. Thus, there is a justiciable controversy ripe for adjudication among the parties.

134. Caesars properly exercised its sole and absolute discretion to terminate the Seibel Agreements after it determined Mr. Seibel and the Seibel-Affiliated Entities were unsuitable under the Seibel Agreements given Mr. Seibel's felony conviction and his criminal activities that led to his conviction. Caesars also properly exercised its sole and absolute discretion to terminate the Seibel Agreements in light of the Seibel-Affiliated Entities' failure to disclose Mr. Seibel's felony conviction and his criminal activities that led to his conviction. Caesars therefore seeks a declaration that the Seibel Agreements were properly terminated.

135. Caesars further requests any additional relief authorized by the law, the Seibel Agreements or found fair, equitable, just, or proper by the Court, including but not limited to attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the same.

COUNT II

(Declaratory Judgment Against All Defendants Declaring That Caesars Does Not Have Any Current or Future Obligations to Defendants Under the Seibel Agreements)

136. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully set forth herein.

137. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or whose rights, status or other legal relations are affected by a [contract] may have determined any question of construction or validity arising under the [contract] and obtain a declaration of rights, status or other legal relations thereunder."

138. The parties dispute whether Caesars has any current or future financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities. Thus, there is a justiciable controversy ripe for adjudication among the parties.

139. Caesars does not have any current or future financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities for at least three reasons.

140. First, the express language of the Seibel Agreements states that Caesars has no future obligations to the Seibel-Affiliated Entities where, as here, termination is based on suitability or non-disclosure grounds. For example, the MOTI Agreement provides that "[a]ny termination by

1 Caesars under [the suitability and disclosure provision] shall terminate the obligations of each Party
2 to this Agreement" Similarly, all of the Seibel Agreements state that termination based on
3 unsuitability grounds under the agreements has "immediate effect" and alleviates the parties of any
4 future obligations.

5 141. Second, Mr. Seibel and the Seibel-Affiliated Entities fraudulently induced Caesars
6 to enter into the Seibel Agreements when they failed to disclose Mr. Seibel's illegal activities.
7 Mr. Seibel and the Seibel-Affiliated Entities all represented—through the MOTI and DNT Business
8 Information Forms—that he had not been a party to any felony in the past ten years and there was
9 nothing in Mr. Seibel's past that would prevent him from being licensed by a gaming authority.
10 Although Caesars had the right to request information from each entity to satisfy itself that
11 Mr. Seibel was suitable from a regulatory perspective, it had received such assurances in the
12 Business Information Forms with respect to the MOTI Agreement and DNT Agreement. To the
13 extent the MOTI and DNT suitability disclosures became inaccurate, they had to be updated without
14 Caesars making a request. Caesars therefore reasonably relied on Mr. Seibel's prior representations
15 to satisfy itself that Mr. Seibel remained a suitable person when entering into the TPOV Agreement,
16 LLTQ Agreement, GRB Agreement, and FERG Agreement.

17 142. Caesars reasonably relied on Defendants' representations when deciding to enter into
18 each agreement with the Seibel-Affiliated Entities. Specifically, Caesars relied on the following
19 representations:

- 20 • The MOTI and DNT Business Information Forms;
- 21 • Sections 8.1, 9.1, and 9.2 of the MOTI Agreement;
- 22 • Sections 10.2, 11.1, and 11.2 of the DNT Agreement;
- 23 • Sections 9.2, 10.1, and 10.2 of the TPOV Agreement;
- 24 • Sections 9.2, 10.1, and 10.2 of the LLTQ Agreement;
- 25 • Sections 10.3, 11.1, and 11.2 of the GRB Agreement; and
- 26 • Sections 10.2, 11.1, and 11.2 of the FERG Agreement.

27 143. Mr. Seibel and the Seibel-Affiliated Entities knew that these representations were
28 false when made. The fraudulent inducement of Mr. Seibel and the Seibel-Affiliated Entities

1 permits Caesars to rescind the Seibel Agreements and thereby avoid future obligations to Mr. Seibel
2 or the Seibel-Affiliated Entities.

3 144. Third, the Seibel-Affiliated Entities repeatedly breached the Seibel Agreements
4 when they failed to update their prior disclosures to reflect Mr. Seibel's illegal activities. Because
5 the Seibel-Affiliated Entities breached the Seibel Agreements, Caesars is no longer required to
6 perform under the Seibel Agreement.

7 145. Caesars therefore seeks a declaration that Caesars does not have any current or future
8 financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities.

9 146. Caesars further requests any additional relief authorized by the law, the Seibel
10 Agreements or found fair, equitable, just, or proper by the Court, including but not limited to
11 attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the
12 same.

13 COUNT III

14 **(Declaratory Judgment Against All Defendants Declaring that the Seibel Agreements Do** 15 **Not Prohibit or Limit Existing or Future Restaurant Ventures Between Caesars and** 16 **Gordon Ramsay)**

17 147. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully
18 set forth herein.

19 148. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or
20 whose rights, status or other legal relations are affected by a [contract] may have determined any
21 question of construction or validity arising under the [contract] and obtain a declaration of rights,
22 status or other legal relations thereunder."

23 149. The parties dispute whether section 13.22 of the LLTQ Agreement and Section 4.1
24 of the FERG Agreement are enforceable and require Caesars to include Mr. Seibel, LLTQ, and/or
25 FERG in current or future ventures between Caesars and Mr. Ramsay. Thus, there is a justiciable
26 controversy ripe for adjudication among the parties.

27 150. Section 13.22 of the LLTQ Agreement is unenforceable as a matter of law because
28 (a) the LLTQ Agreement was properly terminated; (b) Caesars is prohibited from entering into a

1 business relationship with LLTQ or Mr. Seibel given that LLTQ and Mr. Seibel are Unsuitable
2 Persons; and (c) Section 13.22 is overly broad, indefinite, vague, and ambiguous.

3 151. Section 13.22 is overly broad and indefinite because it does not contain any
4 geographic or temporal limitations. For example, by its terms, the restrictive covenant in
5 Section 13.22 could apply to future ventures between any Caesars affiliate and Mr. Ramsay located
6 anywhere in world. It could also apply to future ventures between any Caesars affiliate and
7 Mr. Ramsay entered into 40 years after LLTQ and Caesars Palace entered into the LLTQ
8 Agreement. Under Nevada law, the lack of any geographic or temporal restrictions render the
9 restrictive covenant in Section 13.22 unenforceable.

10 152. Section 13.22 is vague and ambiguous because it does not clearly specify which
11 future ventures are subject to the restrictive covenant contained therein. On the one hand,
12 Section 13.22 broadly states that ventures "generally in the nature of" pubs, bars, cafes, taverns,
13 steak restaurants, fine dining steakhouses, and chophouses are encompassed by the restrictive
14 covenant. On the other hand, Section 13.22 is seemingly limited to ventures that Caesars elects to
15 pursue "under the [LLTQ Agreement]," which relates only to the Gordon Ramsay Pub.

16 153. Section 4.1 of the FERG Agreement is unenforceable as a matter of law because
17 (a) the FERG Agreement was properly terminated; (b) Caesars is prohibited from entering into a
18 business relationship with FERG or Mr. Seibel given that FERG and Mr. Seibel are Unsuitable
19 Persons; and (c) Section 4.1 is overly broad, indefinite, vague, and ambiguous.

20 154. Section 4.1 is overly broad, indefinite, vague, and ambiguous because it does not
21 contain any temporal limitations. For example, by its terms, Section 4.1 could apply to any future
22 ventures entered into between CAC and an affiliate at any point in time. In addition, Section 4.1 is
23 not limited to CAC but includes all of CAC's affiliates. Section 4.1 also is not limited to specific
24 types of restaurants but includes any agreement that merely relates to the premises where the current
25 restaurant is located. Finally, Section 4.1 is vague and ambiguous because it is unclear how the
26 FERG Agreement could "be in effect and binding on the parties" if a "new agreement is executed"
27 between the parties—i.e., it is not clear how both agreements could simultaneously be in effect,
28

what the terms of the agreements would be, how the new agreement would be negotiated, and which terms would govern the parties' relationship.

155. Caesars therefore seeks a declaration that section 13.22 of the LLTQ Agreement and Section 4.1 of the FERG Agreement are unenforceable and Caesars does not have any current or future obligations pursuant to those provisions or otherwise that would prohibit or limit existing or future restaurant ventures between Caesars and Gordon Ramsay.

156. Caesars further requests any additional relief authorized by the law, the Seibel Agreements or found fair, equitable, just, or proper by the Court, including but not limited to attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the same.

Prayer for Relief

WHEREFORE, Caesars respectfully prays for judgment as follows:

- (a) Declaratory Relief as requested herein;
- (b) Equitable relief;
- (c) Reasonable attorneys' fees and costs; and
- (d) Any additional relief this Court may deem just and proper

DATED this 24th day of August, 2017.

PISANELLI BICE PLLC

By: 

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Exhibit C

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	
)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING COMPANY, INC., <u>et al.</u> , ¹)	Case No. 15-01145 (ABG)
)	
Reorganized Debtors.)	(Jointly Administered)
)	

JOINT STATUS REPORT

During the January 17, 2018 status conference, counsel for the Reorganized Debtors, LLTQ, FERG, MOTI, R Squared Global Solutions, LLC (“RSG”), and The Original Homestead Restaurant, Inc. (“OHS”)² proposed that it may be beneficial to submit a “joint status report” given various developments in the contested matters and related litigation. Over the next few weeks, the parties drafted reports as to the LLTQ, FERG, and MOTI matters and the DNT matter in good faith and exchanged a number of drafts. Through this process, each report transformed into a lengthy position statement from each party. The current drafts of the reports and attachments exceed 45 pages. The parties believe that the lengthy reports go beyond what the Court contemplated and have instead decided to file this short statement. This exercise has not been a wasted effort and helped clarify the parties’ positions as to how these contested matters should proceed.

¹ A complete list of the Reorganized Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>. As related to DNT issues, Desert Palace, Inc. (“Caesars”) is the relevant reorganized debtor.

² RSG and OHS each hold an equal 50% membership and voting interest in DNT Acquisition, LLC (“DNT”).

The Reorganized Debtors believe that all contested matters currently pending before this Court should be stayed until the declaratory judgment action that the Reorganized Debtors and certain of their non-Debtor affiliates filed in the Nevada state court action is resolved. OHS similarly believes that the DNT contested matter should be stayed until the Nevada state court action and the action filed by OHS against Mr. Seibel, RSG, and others in New York state court are resolved. LLTQ, FERG, MOTI, and RSG believe that the Court can and should hear the contested matters without any delay.

The Reorganized Debtors and OHS will be filing motions requesting that the Court stay or abstain from hearing the contested matters. LLTQ, FERG, MOTI, and RSG intend to object to the motions. The parties concluded that the briefing on the Reorganized Debtors' and OHS' motions to stay or abstain is the better forum to articulate their respective positions.

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Dated: February 12, 2018
Chicago, Illinois

/s/ Jeffrey J. Zeiger, P.C.

James H.M. Sprayregen, P.C.

David R. Seligman, P.C.

David J. Zott, P.C.

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/s/ Richard J. McCord

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/s/ Gordon E. Gouveia

Gordon E. Gouveia

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Counsel to The Old Restaurant, Inc. d/b/a The Old Homestead Steakhouse

EXHIBIT P

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CAESARS ENTERTAINMENT OPERATING)
COMPANY, INC., et al.,) No. 15 B 01145
) Chicago, Illinois
) 10:30 a.m.
Debtor.) February 21, 2018

TRANSCRIPT OF PROCEEDINGS BEFORE THE
HONORABLE A. BENJAMIN GOLDGAR

APPEARANCES:

For the Debtors: Mr. Joseph Graham;
Mr. Scott Lerner;
Mr. William Arnault;

For Stockton: Ms. Sara Ghadiri;

For LLTQ, FERG and MOTI: Mr. Nathan Rugg;
Mr. Steve Chaiken;

Court Reporter: Amy Doolin, CSR, RPR
U.S. Courthouse
219 South Dearborn
Room 661
Chicago, IL 60604.

1 THE CLERK: We are taking up the 10:30
2 scheduled hearing in the matter of Caesars
3 Entertainment Operating Company, Incorporated.

4 MR. GRAHAM: Good morning, Your Honor.
5 Joe Graham, Kirkland & Ellis, on behalf of the
6 reorganized debtors.

7 THE COURT: Good morning.

8 MR. GRAHAM: I don't have any
9 housekeeping matters this morning, Your Honor. I
10 don't know if you do or if we can just jump into the
11 agenda.

12 THE COURT: Let's jump in.

13 MR. GRAHAM: Okay. The first item is
14 the debtors' objection to the claims filed by
15 Mr. Nick Popovich. I am assuming the court wanted
16 this called given the fact we have lifted the stay to
17 allow that to proceed in state court.

18 THE COURT: I think it was a
19 modification of the discharge injunction, but yes.

20 MR. GRAHAM: Yes, Your Honor.

21 THE COURT: I did because the agenda
22 proposed to continue the claim objection, and it
23 wasn't clear to me why that was necessary. If you
24 and Popovich have agreed to have all issues decided
25 in the Indiana state court and abide by that

1 decision, once there is a final resolution, there
2 will be an amended claim filed.

3 MR. GRAHAM: Correct.

4 THE COURT: And that will be the end
5 of it.

6 MR. GRAHAM: Correct, Your Honor.

7 THE COURT: So at no point will I have
8 to decide anything. Why then can't we have the
9 objection withdrawn?

10 MR. GRAHAM: Your Honor, I was
11 actually going to address it as a housekeeping matter
12 to make sure that the Popoviches didn't feel the need
13 to send counsel.

14 We plan to withdraw it without
15 prejudice, just as a precautionary. We don't want it
16 to be read with prejudice to be some sort of we've
17 waived rights, but...

18 THE COURT: It would be withdrawn in
19 light of the --

20 MR. GRAHAM: In light of the agreed
21 order, yes.

22 THE COURT: -- the order entered on
23 February 6th.

24 MR. GRAHAM: Right.

25 THE COURT: Okay.

1 MR. GRAHAM: Yes.

2 THE COURT: That's what I --

3 MR. GRAHAM: It's just a housekeeping
4 matter. So we will take care of that.

5 THE COURT: Okay.

6 Then the next item on your agenda is
7 the Stockton matter. And there was kind of an odd
8 order that got uploaded that I'm not going to sign,
9 but it answered a question that I had last time.
10 That question was whether the parties felt that the
11 facts were such that I could decide the matter on the
12 papers. And it appears that that is what everybody
13 thinks.

14 MR. LERNER: Good morning, Your Honor.
15 Scott Lerner, Kirkland & Ellis, on behalf of the
16 reorganized debtors.

17 MS. GHADIRI: Sara Ghadiri on behalf
18 of Stockton, the respondent to the objection.

19 THE COURT: Is my characterization
20 accurate?

21 MR. LERNER: It is.

22 MS. GHADIRI: Yes, Your Honor.

23 THE COURT: So what you need then is
24 some kind of a ruling date.

25 Let's just see. Why don't we put this

1 out to the May 16 date, and I'll see if I can't hold
2 to that. If I can't, you will hear about it.

3 MR. LERNER: Very good, Your Honor.

4 THE COURT: That's for ruling. That's
5 not for argument or anything else.

6 MS. GHADIRI: Understood, Your Honor.

7 MR. LERNER: Thank you very much.

8 THE COURT: Okay. Last, but hardly
9 least.

10 MR. ARNAULT: Good morning, Your
11 Honor. Bill Arnault on behalf of the reorganized
12 debtors.

13 MR. RUGG: Good morning, Your Honor.
14 Nathan Rugg on behalf of the LLTQ, FERG and MOTI
15 entities.

16 MR. CHAIKEN: And good morning, Judge.
17 Steve Chaiken on behalf of those same entities.

18 THE COURT: And I don't remember how
19 we left this, but I imagine there are some DNT people
20 on the phone.

21 Well, first of all, there were status
22 reports filed. Thank you for not giving me a 45-page
23 status report. I think you discerned correctly that
24 that would not have been helpful. And you predicted
25 what you intended to do; namely, that I'm going to

1 see, I imagine from debtors, some kind of motion to
2 stay or abstain. And, actually, I wondered about a
3 stay.

4 And I just wanted to tell you that my
5 concern, if that's the route that we're going and it
6 appears that it is, is -- and this is the concern I
7 would like addressed in the papers, what can I --
8 whether I can profitably do anything given the
9 litigation in Nevada. I mean, my concern is not
10 working at cross purposes with another court.

11 And I know when you get into
12 abstention there's this huge multi-factor test under
13 Chicago -- I can't remember the long railway name --
14 a Seventh Circuit decision, and so on. But my real
15 concern is if there is anything that I can really do.
16 And the debtors are going to tell me no, and the
17 other folks are going to tell me yes. And so that's
18 really my question.

19 And, of course, we have sitting out
20 there the appeal before the Ninth Circuit Bankruptcy
21 Appellate Panel which is still, still at very a early
22 stage the last time I checked the docket. They have
23 interesting procedures out there that are foreign to
24 Midwesterners where there is this notice of sort of
25 readiness that got filed recently. I've never seen

1 anything like that before.

2 MR. GRAHAM: And, Your Honor, just as
3 a data point, we are actually filing a motion to
4 dismiss the appeal in the hopes of expediting the
5 process. And so we want to get that on file
6 hopefully in the very near future.

7 THE COURT: Okay. Well, since it's
8 not my motion to decide, I guess I won't get into the
9 basis. But, whatever. I mean, depending on the
10 timing -- if the appeal goes away, it goes away.

11 If there's still an appeal out there,
12 another thing I would like addressed in whatever stay
13 or abstention papers you file is what the outcome of
14 that appeal might mean for what I can do. In other
15 words, you should consider both the possibility that
16 the bankruptcy judge's decision out there is affirmed
17 and that it's reversed. And so, you know, does that
18 affect all of this, because that's a variable. Maybe
19 it doesn't make any difference. Maybe it does make a
20 difference. So that's my big concern here is, you
21 know, what would there be left for me? What can I do
22 without interfering with litigation that is out there
23 and is certainly staying out there? Maybe nothing,
24 maybe something.

25 So, I thought I would express that,

1 and then it's much more likely that what you say will
2 be useful in my effort to reach a decision.

3 MR. RUGG: That's helpful, Your Honor.

4 MR. ARNAULT: Thank you, Your Honor.
5 That's very helpful.

6 THE COURT: That was all I had to say.
7 And I think everything was just going to be
8 continued, what, until next time, Mr. Graham?

9 MR. GRAHAM: Correct, Your Honor. I
10 think everything was currently to be continued to
11 March 21st --

12 THE COURT: All right.

13 MR. GRAHAM: -- when the stay motion
14 would be on file. Would it makes sense, given the
15 motion, to set a briefing schedule on that motion now
16 or do you want to wait until the motion has been
17 filed?

18 THE COURT: Well, I'd rather wait,
19 just because I don't know -- I don't even know what
20 it's going to be called. I mean, the status report
21 didn't commit to exactly what kind of motion it is.
22 When I was thinking about this, I was thinking more
23 along the lines of stay. But abstention hadn't even
24 really occurred to me. Although, obviously, whenever
25 you have a parallel proceeding in state court, that

1 comes to mind.

2 So I will let you decide what to call
3 it, and then we'll set the briefing schedule then. I
4 have to be away a little bit at the end of March and
5 early April. So it probably doesn't hurt anything to
6 wait until the motion is actually presented and set a
7 schedule then.

8 MR. RUGG: We agree, Your Honor.

9 THE COURT: Okay. All right.

10 MR. GRAHAM: Your Honor, I'm just
11 trying to save people time and effort. Given that
12 you're waiting to see the motion, would it make
13 sense, we know they're going to object, to get rid of
14 the preliminary objection procedure under our case
15 management.

16 THE COURT: Oh, yes.

17 MR. GRAHAM: And just come in and set
18 it at the next hearing --

19 MR. RUGG: Thank you.

20 MR. GRAHAM: I'm just trying to help
21 logistics. There's enough paper in this matter
22 among, like, five jurisdictions. We don't need to be
23 adding more writing to anybody's plate.

24 THE COURT: I completely agree. And
25 the last thing I need is, you know, a short version

1 and then a longer version of the same paper. So just
2 file the motion, and we will understand that on the
3 presentment date we'll set a briefing schedule.
4 Nothing has to be filed in advance of the presentment
5 date.

6 MR. RUGG: Thank you, Your Honor.

7 MR. CHAIKEN: Thank you, Your Honor.

8 THE COURT: All right. Very good.

9 Unless there is something else...

10 MR. GRAHAM: There is nothing else on
11 our end, Your Honor.

12 THE COURT: Excellent. Thank you all
13 very much.

14 MR. GRAHAM: Thank you.

15 (Which were all the proceedings had in
16 the above-entitled cause, February 21,
17 2018, 10:30 a.m.)

18 I, AMY B. DOOLIN, CSR, RPR, DO HEREBY CERTIFY
19 THAT THE FOREGOING IS A TRUE AND ACCURATE
20 TRANSCRIPT OF PROCEEDINGS HAD IN THE ABOVE-
21 ENTITLED CAUSE.
22
23
24
25

EXHIBIT Q

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

CAESARS ENTERTAINMENT OPERATING
COMPANY, INC., et al.,¹

Reorganized Debtors.

)
) Chapter 11
)
) Case No. 15-01145 (ABG)
)
)
) (Jointly Administered)
)
) **Hr'g Date: March 21, 2018 at 10:30 a.m.**
) **(CT)**
)

**NOTICE OF REORGANIZED DEBTORS' MOTION FOR ENTRY OF AN ORDER
(A) STAYING ALL CONTESTED MATTERS INVOLVING LLTQ ENTERPRISES,
LLC, LLTQ ENTERPRISES 16, LLC, FERG, LLC, FERG 16, LLC, MOTI PARTNERS,
LLC, MOTI PARTNERS 16, LLC AND DNT ACQUISITION, LLC,
AND (B) ABSTAINING FROM HEARING THESE CONTESTED MATTERS**

PLEASE TAKE NOTICE that on **March 21, 2018, at 10:30 a.m. (prevailing Central Time)** or as soon thereafter as counsel may be heard, the Reorganized Debtors shall appear before the Honorable A. Benjamin Goldgar or any other judge who may be sitting in his place and stead, in Courtroom 642 in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, and present the attached *Reorganized Debtors' Motion For Entry of an Order (A) Staying All Contested Matters Involving LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG, LLC, FERG 16, LLC, MOTI Partners, LLC, MOTI Partners 16, LLC and DNT Acquisition, LLC, and (B) Abstaining from Hearing these Contested Matters* (the "Motion").

PLEASE TAKE FURTHER NOTICE that any objection to the Motion must be filed with the Court pursuant to a briefing schedule addressed during the March 21, 2018 hearing and served so as to be actually received before such deadline by: (a) counsel to the Reorganized Debtors; (b) the Office of the United States Trustee for the Northern District of Illinois; and (c) any party that has requested notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure, a schedule of such parties may be found at <https://cases.primeclerk.com/CEOC>.

PLEASE TAKE FURTHER NOTICE that copies of the Motion as well as copies of all documents filed in these chapter 11 cases are available free of charge by visiting <https://cases.primeclerk.com/CEOC> or by calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969. You may also

¹ A complete list of the Reorganized Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

obtain copies of any pleadings by visiting the Court's website at <http://www.ilnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: March 7, 2018
Chicago, Illinois

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

CAESARS ENTERTAINMENT OPERATING
COMPANY, INC., et al.,¹

Reorganized Debtors.

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) Chapter 11
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**REORGANIZED DEBTORS' MOTION FOR ENTRY OF
AN ORDER (A) STAYING ALL CONTESTED MATTERS INVOLVING
LLTQ ENTERPRISES, LLC, LLTQ ENTERPRISES 16, LLC, FERG, LLC, FERG 16,
LLC, MOTI PARTNERS, LLC, MOTI PARTNERS 16, LLC AND DNT ACQUISITION,
LLC, AND (B) ABSTAINING FROM HEARING THESE CONTESTED MATTERS**

¹ A complete list of the Reorganized Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

Pursuant to section 105(a) of the Bankruptcy Code and 28 U.S.C. § 1334(c)(1), the above-captioned Reorganized Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, staying and abstaining from hearing all contested matters involving LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC (together with LLTQ Enterprises, LLC, “LLTQ”), FERG, LLC, FERG 16, LLC (together with FERG, LLC, “FERG”), Moti Partners, LLC, and Moti Partners 16, LLC (together with Moti Partners, LLC, “MOTI”) and DNT Acquisition, LLC (“DNT”) until a parallel declaratory judgment action pending in Nevada state court involving the same parties and issues (the “Nevada Action”) is resolved.² In support of their Motion, the Reorganized Debtors respectfully state as follows:

1. Currently, there is active and contentious litigation in state and federal trial courts in Nevada, Delaware, Illinois, and New York that involves some combination of (i) the Reorganized Debtors and/or certain of their affiliates that never filed for chapter 11 (collectively, “Caesars”); (ii) Mr. Seibel and his affiliated entities; (iii) Mr. Ramsay and his affiliated entities; and (iv) entities affiliated with the Old Homestead Restaurant (*i.e.*, DNT and The Old Homestead Restaurant, Inc. (“OHR”)). All of this litigation seeks to adjudicate the parties’ respective rights and obligations following the termination of various restaurant contracts due to Mr. Seibel’s criminal activity and his failure to disclose that he was engaged in such activity.

² “Contested Matters” includes the *Debtors’ Fourth Omnibus Motion for the Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11, 2015* [Dkt. No. 1755] (the “Rejection Motion”), *LLTQ’s and FERG’s Request for Payment of Administrative Expense* [Dkt. No. 1891] (the “FERG and LLTQ Admin Motion”), the *Debtors’ Motion for Entry of an Order Authorizing the Debtors to (A) Reject Certain Existing Restaurant Agreements and (B) Enter Into New Restaurant Agreements* [Dkt. No. 3000] (the “Ramsay Motion”), *MOTI’s Request For Payment Of Administrative Expense* [Dkt. No. 5862] (the “MOTI Motion”), and *DNT’s Request for Payment of Administrative Expense* [Dkt. No. 7607] (the “DNT Motion,” and together with the FERG and LLTQ Admin Motion and the MOTI Motion, the “Admin Motions”).

2. Numerous courts across the country should not be wasting precious judicial resources policing the frequent pretrial disputes and deciding the many overlapping issues in each of these related lawsuits. Unfortunately, there is no single forum where each of these matters can be heard. But the Nevada Action comes closest. The Nevada Action addresses threshold state law issues that are at the core of the various disputes between Mr. Seibel and Caesars. The majority of the individuals and entities relevant to the final disposition of those issues are parties in the Nevada Action. And to the extent the Nevada Action might not resolve each and every remaining dispute among the parties, any decisions by the Nevada state court will provide valuable guidance to the parties that may be applied to any lingering issues before this Court and elsewhere.

3. There are numerous significant benefits to allowing the Nevada Action to proceed first. It will avoid burdening multiple courts with adjudicating these overlapping legal and factual issues, eliminate the risk of inconsistent decisions by courts, and reduce the attorneys' fees and costs incurred by the parties from litigating these claims in multiple forums. It will also allow the Nevada state court as a matter of comity to determine the state law contract and gaming issues at the heart of these disputes. For these and other reasons set forth below, the Court should grant the Motion and stay and abstain from the Contested Matters until the Nevada Action concludes.

Jurisdiction and Venue

4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory basis for the relief requested herein is section 105(a) of the Bankruptcy Code and 28 U.S.C. § 1334(c)(1).

Background

5. Beginning in 2009, Caesars entered into six agreements (the "Seibel Agreements") with entities owned by, managed by, and/or affiliated with Rowen Seibel (the "Seibel-Affiliated").

Entities”) relating to restaurants at Caesars’ casinos. Because of the highly-regulated nature of Caesars’ businesses, each of these agreements contained provisions designed to ensure that the Seibel-Affiliated Entities were “suitable” and Caesars was not entering into a business relationship that would jeopardize its good standing with gaming regulators.

6. Unbeknownst to Caesars, when the parties entered into each of the Seibel Agreements, Mr. Seibel was engaged in criminal conduct that rendered him “unsuitable.” Each of the agreements required Mr. Seibel and the Seibel-Affiliated Entities to provide disclosures regarding their “suitability” and then update those disclosures. Had Mr. Seibel complied with his obligations to truthfully disclose under oath that he had been “party to ... any felony” within the last ten years or that his criminal conduct “would prevent [him] from being licensed by a gaming authority,” Caesars never would have entered into the Seibel Agreements. Caesars likewise never would have agreed to any contractual terms that Mr. Seibel now claims limit Caesars’ ability to enter into new ventures with celebrity chef Gordon Ramsay or operate its existing restaurants without partnering with a convicted felon. But Mr. Seibel did not disclose his criminal conduct to Caesars at the outset of their relationship or at any point during their relationship as he and his companies were required to do under the Seibel Agreements. Instead, Caesars learned in August 2016 of Mr. Seibel’s conviction and impending prison sentence through press reports. It then promptly terminated each of the Seibel Agreements, which it was entitled to do in its “sole and exclusive judgment” under the terms of the agreements.

7. Although he should blame only himself for the consequences of his illegal activity, Mr. Seibel and his companies continue to argue that Caesars improperly terminated the Seibel Agreements. This has resulted in litigation in courts across the country. In addition to the matters before this Court and the Nevada Action, there is an action in Delaware Chancery Court seeking

to dissolve a joint venture (“GRB”) between Mr. Seibel and an entity affiliated with Mr. Ramsay relating to the BurGR Gordon Ramsay restaurant at an affiliate of the Reorganized Debtors and counterclaims filed by Mr. Seibel;³ an action for breach of contract, fraud, and declaratory relief in New York state court by OHR against Mr. Seibel and others based on the DNT joint venture between OHR and an entity affiliated with Mr. Seibel;⁴ an action in Nevada federal court initiated by Mr. Seibel against an affiliate of the Reorganized Debtors and Mr. Ramsay relating to a Ramsay steak restaurant;⁵ and an action in Nevada state court initiated by Mr. Seibel against an affiliate of the Reorganized Debtors and Mr. Ramsay relating to the BurGR Gordon Ramsay restaurant.⁶

8. With respect to the Contested Matters, when the Reorganized Debtors raised the propriety and effect of Caesars’ termination of the Seibel Agreements and related issues before this Court, counsel for LLTQ and FERG argued that those issues should be decided elsewhere. *See, e.g.*, Reply in Support of Mot. for Protective Order by LLTQ and FERG, Dkt. No. 6906 at 2 (“Termination and the related issue of suitability should remain separate from the Contested Matters.”); *see also id.* at 1 (“[T]he [Debtors’] fraudulent inducement claim, like the issue of whether the Termination [of the agreements with LLTQ and FERG] was proper in the first instance, is not presently before this Court and should be resolved in separate proceedings (likely in state or federal district court).”).

9. Accordingly, on August 25, 2017, Caesars filed the Nevada Action in the Nevada state court seeking declaratory relief against Mr. Seibel and the Seibel-Affiliated Entities. (A copy

³ *In re: GR Burger, LLC*, No. 12825-VCS, 2017 WL 3669511 (Del. Ch. Aug. 25, 2017).

⁴ *The Original Homestead Rest., Inc. et al v. Rowen Seibel et al.*, Case No. 650145 (N.Y.Sup.Ct.).

⁵ *TPOV Enters. 16, LLC v. Paris Las Vegas Operating Co., LLC*, No. 2:17-cv-00346-JCM-VCE, 2017 WL 3871070 (D. Nev. July 3, 2017).

⁶ *Rowen Seibel v. PHWL, LLC, et al.*, Case No. A-17-751759-B (Nev. Dist. Ct.).

of the complaint in the Nevada Action is attached as **Exhibit B.**) In the Nevada Action, Caesars seeks a declaration that it properly terminated the Seibel Agreements based on its determination that Mr. Seibel and the Seibel-Affiliated Entities were unsuitable due to Mr. Seibel's felony conviction and criminal activities, and their failure to disclose the conviction or the underlying activities. Caesars also requests a declaration that it does not have any current or future obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities.

10. On September 27, 2017, LLTQ, FERG, and MOTI removed certain of the claims asserted against them in the Nevada Action to the U.S. Bankruptcy Court for the District of Nevada ("Nevada Bankruptcy Court") and moved to transfer those claims to this Court. In their removal petitions and briefs before the Nevada Bankruptcy Court, LLTQ, FERG and MOTI repeatedly argued that the claims in the Nevada Action are identical to those in the Contested Matters:

- "The relief sought in the LLTQ/FERG Removed Claims arises out of the aforementioned restrictive covenants contained in and the enforceability of the Pub Agreements, which are at the heart of the pending disputes in the Rejection Motion, the Ramsay Rejection Motion, and the LLTQ/FERG Admin Request." (*See, e.g.,* Mot. to Transfer Venue of Claims ¶ 16, *Desert Palace, Inc. et al. v. LLTQ Enters., LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Oct. 2, 2017), Dkt. No. 8.; *see also* Notice of Removal ¶ 12, *Desert Palace, Inc. et al. v. LLTQ Enters., LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Sep. 27, 2017), Dkt. No. 1.
- "The parties appear to be in agreement that the LLTQ/FERG Removed Claims (i.e., challenging the existence, enforceability, and survival of the restrictive covenants in the Pub Agreements) control the claims and defenses in the Pending Bankruptcy Motions." (Reply in Support of Mot. to Transfer Venue of Claims at 5, *Desert Palace, Inc. et al. v. LLTQ Enters., LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Nov. 1, 2017), Dkt. No. 48.
- "[T]he issues raised in the MOTI Removed Claims are the very same issues already being prosecuted in connection with the Admin Expense Motion[.]" (Mot. to Transfer Claims Against MOTI Defs.' ¶ 31, *Desert Palace, Inc. et al. v. MOTI Partners, LLC, et al.*, No. 17-01237-led (Bankr. D. Nev. Oct. 2, 2017), Dkt. No. 9; *see also* Notice of Removal ¶ 14, *Desert Palace, Inc. et al. v. MOTI Partners, LLC, et al.*, No. 17-01237-led (Bankr. D. Nev. Sep. 27, 2017), Dkt. No. 1.

11. On December 14, 2017, the Nevada Bankruptcy Court granted Caesars' motions to remand and denied the motions to transfer filed by LLTQ, FERG and MOTI as moot.⁷ *Desert Palace, Inc. et al. v. MOTI Partners, LLC, et al.*, No. 17-01237-led (Bankr. D. Nev. Dec 14, 2017) Dkt. Nos. 68-70; *Desert Palace, Inc. et al. v. MOTI Partners, LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Dec 14, 2017), Dkt. Nos. 70-74. The Nevada Bankruptcy Court concluded that it lacked subject matter jurisdiction over the removed claims and in any event would remand on equitable grounds. In granting Caesars' motion to remand, the Nevada Bankruptcy Court found that "similar issues involving Nevada law permeate all of the Removed Claims, as well as the claims that have already been remanded back to the State Court;" "Comity dictates that [Nevada] courts should have the right to adjudicate the exclusively state-law claims involving [Nevada]-centric plaintiffs and [Nevada]-centric transactions;" and absent a single forum to decide the issues presented by the removed claims, the parties would be subject to the risk of inconsistent decisions by different courts. *See, e.g.*, Findings of Fact and Conclusions of Law ¶¶ P, Y, Z, *Desert Palace, Inc. et al. v. LLTQ Enters., LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Dec 4, 2017), Dkt. No. 70.

12. LLTQ, FERG, and MOTI appealed the orders of the Nevada Bankruptcy Court remanding the claims back to Nevada state court and denying the transfer orders. LLTQ and FERG identified the following issues on appeal:

- (1) "Whether the Bankruptcy Court erred by considering the Motion to Remand [Docket No. 38] in conjunction with the Motion to Transfer Venue [Dkt. No. 8], which was filed before the Motion to Remand and fully-briefed before the initial hearing on the Motion to Remand.
- (2) Whether the Bankruptcy Court erred by requiring the Motion to Remand to be fully-briefed before considering and ruling on the Motion to Transfer Venue.

⁷ A copy of the Nevada Bankruptcy Court's findings of fact and conclusions of law are attached as **Exhibit C** and **Exhibit D**.

- (3) Whether the Bankruptcy Court erred by not examining subject matter jurisdiction in connection with the Motion to Transfer Venue and not allowing the United States Bankruptcy Court for the Northern District (the “Illinois Bankruptcy Court”) determine the Motion to Remand.
- (4) Whether the Bankruptcy Court erred by determining that it did not have subject matter jurisdiction over the Removed Claims under 28 U.S.C. § 157.
- (5) Whether the Bankruptcy Court, in deciding whether subject matter jurisdiction exists over the Removed Claims, erred by not examining either “arising under” or “arising in” jurisdiction under 28 U.S.C. § 157.
- (6) Whether the Bankruptcy Court, in deciding whether subject matter jurisdiction exists over the Removed Claims, erred by not examining whether the Removed Claims were inextricably bound to the claims allowance process or a right created by the Bankruptcy Code.
- (7) Whether the Bankruptcy Court erred by concluding that “Counts II and III seek a declaration regarding the Plaintiff’s right to terminate the LLTQ/FERG Agreements under state law” and that Movants conceded that conclusion.
- (8) Whether the Bankruptcy Court erred by concluding that “any state law issue arising in Counts II and III is distinct from the LLTQ/FERG Administrative Claim.”
- (9) Whether the Bankruptcy Court erred by concluding that no “close nexus” existed to confer the “related to” jurisdiction under 28 U.S.C. § 157.
- (10) Whether the Bankruptcy Court erred by not considering whether supplemental jurisdiction existed under 28 U.S.C. § 1367.
- (11) Whether the Bankruptcy Court erred by examining whether equitable considerations for remand existed after the Bankruptcy Court determined that it did not have subject matter jurisdiction over the Removed Claims.
- (12) Whether the Bankruptcy Court erred in its determination that equitable grounds favored remand of the Removed Claims.
- (13) Whether the Bankruptcy Court, in deciding whether equitable grounds favored remand, erred by making the following conclusions, among others:
 - a. State law issues strongly predominate over bankruptcy issues and the Movants acknowledged such;
 - b. The parties did not discuss whether the state law issues were difficult or unsettled and that such factor is neutral;

- c. The propriety of termination and other allegations in Count I “form the gravamen of Counts II and III”;
- d. The Illinois Bankruptcy Court stated a preference for state courts to determine state law issues; and
- e. Forum shopping is not a relevant factor to consider, and that such factor is neutral.

(14) Whether the Bankruptcy Court erred in denying the Motion to Transfer Venue.

(15) Whether the findings of the Bankruptcy Court in its Findings of Fact and Conclusions of Law are supported by the record.”

(Appellants’ Designation of Items to be Included in the Record, *Desert Palace, Inc. et al. v. LLTQ Enters., LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Jan. 11, 2018), Dkt. No. 95. MOTI also filed a list of 15 issues for appeal that largely overlap with those identified by LLTQ and FERG. (No. 17-01237-led, Dkt. No. 97) Opening briefs were submitted on March 5, 2018, and briefing is scheduled to conclude no later than April 9.

13. On January 5, 2018, LLTQ, FERG, and MOTI moved to dismiss or, in the alternative, stay (to allow for resolution of the pending Contested Matters) each of the counts against them in the Nevada Action. The Nevada Action has been consolidated with a related pending state court action involving an affiliate of the Reorganized Debtors, Mr. Ramsay, GRB, and Mr. Seibel. Following consolidation, LLTQ, FERG, and MOTI refiled amended motions to dismiss and stay in the consolidated action on February 22, 2018.

14. On March 5, 2018, to expedite the resolution of the appeal of the remand orders, the Reorganized Debtors filed a motion to dismiss the appeal. The Reorganized Debtors assert that the plain language of 28 U.S.C. § 1447(d) precludes an appeal of a remand order based on lack of subject matter jurisdiction, and separately that LLTQ, FERG, and MOTI waived their

appeal by filing motions to dismiss in state court the very counts that they are arguing should be litigated in federal court on appeal.

Basis for Relief

15. Much has happened since the Reorganized Debtors moved to reject their agreements with LLTQ and FERG in June 2015. After learning of Mr. Seibel's decade-long criminal activities and his subsequent felony conviction, Caesars terminated each of the Seibel Agreements in September 2016 on suitability grounds as the agreements expressly allow Caesars to do in its "sole and exclusive judgment." Caesars also commenced the Nevada Action seeking declarations that it properly terminated the Seibel Agreements and determining the effect of such terminations. The Nevada state court now has before it the core issues raised by the Contested Matters as well as additional issues involving affiliates of the Reorganized Debtors that did not file for chapter 11 and are not before this Court. In an effort to streamline the Seibel-related litigation, the Court should stay and abstain from hearing the Contested Matters until the Nevada state court issues a final judgment in the Nevada Action. To the extent there is still anything left to resolve, this Court may apply the findings of the Nevada state court to the Contested Matters.

I. The Court Should Exercise Its Inherent Authority to Control Its Docket and Stay the Contested Matters.

16. A court has "substantial inherent power to control and to manage its docket." *Arthur Pierson & Co. v. Provimi Veal Corp.*, 887 F.2d 837, 839 (7th Cir. 1989) (internal citation and quotation marks omitted). Courts may use this power to stay proceedings. *See Tex. Indep. Producers & Royalty Owners Ass'n v. EPA*, 410 F.3d 964, 980 (7th Cir. 2004) ("[T]he power to stay proceedings is incidental to the power inherent in every court to control the disposition of the cases on its docket with economy of time and effort for itself, for counsel, and for litigants") (quoting *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936)); *cf. In re Johnson*, 236 B.R. 510, 521

(D.D.C. 1999) (“Section 105 specifically codifies what are traditionally called ‘inherent powers’ to give the Bankruptcy Court the necessary ability to manage the cases on their docket.”).

17. Here, the Contested Matters are one part of widespread litigation involving numerous parties in multiple forums. The Nevada Action is the only litigation that includes all of the entities involved in the Contested Matters and most of the other parties in the remaining Seibel-related proceedings. Both the Contested Matters involving LLTQ and FERG and the Nevada Action involve questions regarding the propriety of Caesars’ termination of its contracts with LLTQ and FERG on “suitability” grounds, the effect of such termination on the parties’ relationship, and whether purported restrictive covenants in those agreements limit Caesars’ ability to partner with Gordon Ramsay in current or future restaurants. Similarly, the Contested Matters involving MOTI and DNT turn on the propriety of Caesars’ termination of its contracts with MOTI and DNT on “suitability” grounds and the effect of such termination on the parties’ relationships. All of these issues will be determined in the Nevada Action by the Nevada state court.

18. As LLTQ, FERG, and MOTI argued before the Nevada Bankruptcy Court, there are sound reasons why the Nevada Action and Contested Matters should not proceed in parallel. The Reorganized Debtors agree. But as the Nevada Bankruptcy Court found, the Nevada state court is the more appropriate forum to decide these overlapping issues. Accordingly, and for the reasons below, this Court should stay the Contested Matters until the Nevada Action is resolved.

19. **First**, a stay of the Contested Matters furthers the interests of judicial economy. *Cf.* Reply in Support of Mot. to Transfer Venue of Claims at 12, *Desert Palace, Inc. et al. v. LLTQ Enters., LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Nov. 1, 2017), Dkt. No. 48 (“[J]udicial economy would be facilitated if the LLTQ/FERG Removed Claims are severed. As set forth above, the parties are litigating the very same issues in the IL Bankruptcy Court in order to resolve

whether the LLTQ/FERG Defendants are entitled to payment of administrative expenses through the effective date of the Plan and whether Caesars can reject the Pub Agreements and enter into new agreements with Ramsay.”); Reply in Support of Mot. to Transfer Venue of Claims at 11, *Desert Palace, Inc. et al. v. MOTI Partners, LLC, et al.*, No. 17-01237-led (Bankr. D. Nev. Nov. 1, 2017), Dkt. No. 38 (same). There is simply no need for this Court and the Nevada state court to waste precious judicial resources addressing the very same issues in the Contested Matters and Nevada Action. *Aetna State Bank v. Altheimer*, 430 F.2d 750, 755 (7th Cir. 1970) (“A stay pending the outcome of the litigation in another court between the same parties, involving the same or controlling issues is an acceptable means of avoiding unnecessary duplication of judicial machinery.”). To the extent the Nevada Action does not resolve all issues in the Contested Matters, the Nevada Bankruptcy Court recognized that “any findings made by the [Nevada] State Court ... may, to the extent applicable, be utilized by the Illinois Bankruptcy Court with respect to the matters pending before it.” Findings of Fact and Conclusions of Law ¶ T, *Desert Palace, Inc. et al. v. LLTQ Enters., LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Dec 14, 2017), Dkt. No. 68.

20. **Second**, litigating these issues in a single forum will be more convenient and less expensive for the parties. *Cf.* Mot. to Transfer Venue of Claims at 9, *Desert Palace, Inc. et al. v. LLTQ Enters., LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Oct. 2, 2017), Dkt. No. 8 (“it would be inconvenient and unnecessarily expensive to require the parties to also litigate these same issues before another court.”); *id.* (“the LLTQ/FERG Removed Claims involve the same issues, parties, witnesses and evidence already involved in the Pending Bankruptcy Motions before the IL Bankruptcy Court....”). The parties are also finalizing a stipulation that would allow them to utilize the discovery produced in one proceeding in any of the proceedings. This too favors a stay of the Contested Matters. *See Royalty Owners*, 410 F.3d at 980.

21. **Third**, if the Nevada Action and Contested Matters both proceed, there is a risk of inconsistent decisions that could prejudice the parties. *See, e.g.*, Findings of Fact and Conclusions of Law ¶ Z, *Desert Palace, Inc. et al. v. LLTQ Enters., LLC, et al.*, No. 17-01238-led (Bankr. D. Nev. Dec. 14, 2017), Dkt. No. 70 (“[Caesars’] counsel argued that overlapping facts exist regarding ‘suitability’ provisions in the Seibel Agreements and the scope of the restrictive covenants. Absent a single forum to decide these issues, [Caesars] contend[s] that the risk of inconsistent decisions by different courts constitutes prejudice. The court agrees.”). The only court that can address each of these overlapping issues as to the Reorganized Debtors **and** their affiliates that never filed for chapter 11 is the Nevada state court.

22. **Fourth**, comity favors staying the Contested Matters. The Nevada Action involves complex state law issues regarding suitability, Nevada Gaming Regulations, and contract interpretation. The Nevada state court should be the forum to decide those state law issues. *See id.* ¶ Y] (“Comity dictates that [Nevada] courts should have the right to adjudicate the exclusively state law claims involving [Nevada]-centric plaintiffs and [Nevada]-centric transactions.”)

23. The outcome of LLTQ/FERG and MOTI’s appeal does not change the analysis. If the decision of the Nevada Bankruptcy Court is affirmed on appeal or the appeal is dismissed, the removed counts will be litigated in Nevada state court and the same considerations regarding the risk of inconsistent results, preservation of judicial and party resources, and comity apply.

24. If the decision of the Nevada Bankruptcy Court is reversed and the removed claims are transferred to this Court, the Nevada state court will still decide overlapping issues regarding the enforceability of the restrictive covenants and Caesars’ current and prospective obligations involving parties that would still not be before this Court. For example, each of Caesars’ claims against Mr. Seibel, TPOV, GRB, and DNT were never removed and thus are still in front of the

Nevada state court. And those claims concern the enforceability of the restrictive covenants and/or similar language regarding termination and suitability. Thus, all of the considerations regarding risk of inconsistent results, preservation of judicial and party resources, and comity would still apply even if the decision of the Nevada Bankruptcy Court is reversed and certain of the claims are transferred to this Court.

25. Moreover, LLTQ and FERG did not remove Count I of the Nevada Action, which seeks a declaration under state law that Caesars properly terminated the Seibel Agreements in its discretion because Mr. Seibel and the Seibel-Affiliated Entities are not and never were “suitable” under state gaming law regulations and/or because Mr. Seibel and his entities never disclosed his criminal conduct to Caesars as required under the Seibel Agreements. Thus, if the remand order were reversed, the Nevada state court would still make findings regarding the propriety of the termination of LLTQ and FERG. These findings would be directly relevant to issues that would then be before this Court on Counts II and III regarding the enforceability of the restricted covenants. For example, if the Nevada state court concludes the agreements were properly terminated because Mr. Seibel and the Seibel-Affiliated Entities are “unsuitable,” the restrictive covenants would likewise be unenforceable because Caesars cannot enter into a future contractual relationship with Unsuitable Persons. Similarly, if the Nevada state court determines the agreements were properly terminated on non-disclosure grounds, Caesars has the right to terminate “its relationship with [LLTQ and FERG]” in its entirety. Given the interrelationship among the counts and the fact that the Nevada state court will be deciding Count I as to LLTQ and FERG regardless of the decision on appeal, this Court should still stay the Contested Matters until the resolution of the Nevada Action.

II. The Court Should Abstain from Hearing the Contested Matters in the Interest of Comity with the Nevada State Court.

26. The Court alternatively should exercise its discretion to abstain from hearing the Contested Matters in deference to the Nevada Action. The Court has the statutory discretion to abstain from hearing the Contested Matters “in the interest of comity with State courts or respect for State law.” 28 U.S.C. § 1334(c)(1).

27. In determining whether to abstain, courts often use a twelve-factor test although all factors need not be considered or met to abstain. *See Matter of Chi., Milwaukee, St. Paul & Pac. R. Co.*, 6 F.3d 1184, 1189 (7th Cir. 1993) (acknowledging and approving use of the twelve-factor test by the bankruptcy court in determining whether discretionary abstention under section 1334(c)(1) was appropriate); *see also In re Bill Cullen Elec. Contracting Co.*, 160 B.R. 581, 585 (Bankr. N.D. Ill. 1993) (analyzing only the factors related to the dispute in question). Many of these factors are present here and heavily favor abstention.

28. **First**, abstaining from hearing the Contested Matters will not affect the efficient administration of the Reorganized Debtors’ estates. The Reorganized Debtors have emerged from chapter 11 and either reserved for or agreed to pay any amounts potentially due to the Seibel-Affiliated Entities. *See In re FairPoint Commc’ns, Inc.*, 462 B.R. 75, 86 (Bankr. S.D.N.Y. 2012) (explaining that abstention would not impact the efficient administration of the estate because a plan of reorganization was already confirmed and the debtor had reserved the full value of claims).

29. **Second**, the claims in both the Contested Matters and the Nevada Action regarding contract termination, suitability, and the enforceability of the restrictive covenants raise issues of state contract and gaming laws. As such, the Nevada state court is best-suited to decide these claims because of its familiarity with state laws and gaming regulations. *See Matter of L & S Indus., Inc.*, 989 F.2d 929, 935 (7th Cir. 1993) (explaining that “the presence of a state law issue

. . . is a significant consideration” in exercising discretion to abstain); *Baxter Healthcare Corp. v. Hemex Liquidation Tr.*, 132 B.R. 863, 868 (N.D. Ill. 1991) (explaining that the decision to permissively abstain was “bolstered by the obvious expertise the Illinois courts have in adjudicating claims based on Illinois law.”).

30. **Third**, the presence of a related proceeding—the Nevada Action—commenced in state court weighs in favor of abstention. *See In re LB Steel, LLC*, 572 B.R. 690, 709 (Bankr. N.D. Ill. 2017) (related state court proceedings are a factor that “compellingly weighs in favor of abstention”); *see also In re Nat’l Consumer Mortg. LLC.*, No. SA CV 10-0159, 2010 WL 2384217, at *4 (C.D. Cal. June 10, 2010) (finding Nevada district court, rather than the location of bankruptcy proceedings, was appropriate venue because party’s defense “will rely heavily on Nevada gaming law and regulations, [thus] Nevada has an interest in having the controversy decided within its borders.”).

31. **Finally**, abstention from the Contested Matters will serve judicial economy. It will obviate the need for parallel proceedings on matters that are similar to one another and would require multiple trials with the same resources and witnesses. *See Wallace v. Guretzky*, No. CV-09-0071, 2009 WL 3171767, at *2 (E.D.N.Y. Sept. 29, 2009) (holding that the bankruptcy court’s decision to abstain from continuing proceedings was proper where a separate proceeding analyzing the same issues in state court was underway).

Conclusion

32. For the foregoing reasons, the Reorganized Debtors respectfully request that the Court stay and abstain from hearing the Contested Matters until the Nevada state court enters a final judgment in the Nevada Action.

WHEREFORE, the Reorganized Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and any such other relief as is just and proper.

Dated: March 7, 2018
Chicago, Illinois

/s/ Jeffrey J. Zeiger, P.C.

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Counsel to the Reorganized Debtors

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

CAESARS ENTERTAINMENT OPERATING
COMPANY, INC., et al.,¹

Reorganized Debtors.

)
) Chapter 11
)
) Case No. 15-01145 (ABG)
)
)
) (Jointly Administered)
)
) **Re: Docket No. ____**

**ORDER (I) STAYING AND ABSTAINING FROM ALL CONTESTED MATTERS
INVOLVING LLTQ ENTERPRISES, LLC, LLTQ ENTERPRISES 16, LLC, FERG,
LLC, FERG 16, LLC, MOTI PARTNERS, LLC, MOTI PARTNERS 16, LLC, AND DNT
ACQUISITION, LLC AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned reorganized debtors (collectively, the “Reorganized Debtors”) for entry of an order (this “Order”) (a) staying and abstaining from all contested matters involving LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG, LLC, FERG 16, LLC, MOTI Partners, LLC, MOTI Partners 16, LLC, and DNT Acquisition, LLC until the Eighth Judicial District Court of Nevada enters a final judgment in the Nevada Action, and (b) granting related relief, all as more fully set forth in the Motion; and after due deliberation, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. All pending litigation in this Court (including discovery) with respect to the following contested matters is stayed, and the Court will abstain from hearing such matters, until

¹ A complete list of such information may be obtained on the website of the Reorganized Debtors’ claims and noticing agent at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

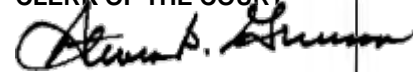
the Eighth Judicial District Court of Nevada issues a final judgment in the Nevada Action: (i) the *Debtors' Fourth Omnibus Motion for the Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11, 2015* [Docket No. 1755]; (ii) FERG's and LLTQ's *Request for Payment of Administrative Expense* [Docket No. 1891]; (iii) the *Debtors' Motion for Entry of an Order Authorizing the Debtors to (A) Reject Certain Existing Restaurant Agreements and (B) Enter Into New Restaurant Agreements* [Docket No. 3000]; (iv) MOTI's *Request for Payment of Administrative Expense* [Docket No. 5862]; and (v) DNT's *Request for Payment of Administrative Expense* [Docket No. 7607].

3. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

Dated: _____, 2018
Chicago, Illinois

The Honorable A. Benjamin Goldgar
United States Bankruptcy Judge

Exhibit B



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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

DESERT PALACE, INC.;
PARIS LAS VEGAS OPERATING
COMPANY, LLC; PHWLTV, LLC; and
BOARDWALK REGENCY
CORPORATION d/b/a CAESARS
ATLANTIC CITY;

Plaintiffs,

vs.

ROWEN SEIBEL; LLTQ
ENTERPRISES, LLC; LLTQ
ENTERPRISES 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI PARTNERS, LLC;
MOTI PARTNERS 16, LLC; TPOV
ENTERPRISES, LLC; TPOV
ENTERPRISES 16, LLC; DNT
ACQUISITION, LLC; GR BURGR, LLC;
and J. JEFFREY FREDERICK,

Defendants.

Case No.: A-17-760537-B

Dept. No.: Department 27

COMPLAINT

(Exempt from Arbitration –
Declaratory Relief Requested)

Desert Palace Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"),
PHWLTV, LLC ("Planet Hollywood") and Boardwalk Regency Corporation d/b/a
Caesars Atlantic City ("CAC," and collectively with Caesars Palace, Paris, and Planet Hollywood,

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"Plaintiffs" or "Caesars") bring this Complaint against Rowen Seibel, J. Jeffrey Frederick, LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC (collectively, with LLTQ Enterprises, LLC, "LLTQ"), FERG, LLC, FERG 16, LLC (collectively, with FERG, LLC, "FERG"), Moti Partners, LLC, Moti Partners 16, LLC (collectively, with Moti Partners, LLC, "MOTI"), TPOV Enterprises, LLC, TPOV Enterprises 16, LLC (collectively, with TPOV Enterprises, LLC, "TPOV"), DNT Acquisition, LLC ("DNT"), and GR Burgr, LLC ("GRB," and collectively with LLTQ, FERG, MOTI, TPOV, and DNT, the "Seibel-Affiliated Entities") seeking declaratory relief as a result of Mr. Seibel's criminal activities and Defendants' failure to disclose those criminal activities to the Plaintiffs.

Caesars alleges as follows:

PRELIMINARY STATEMENT

1. Since 2009, Caesars has entered into six agreements with entities owned by, managed by, and/or affiliated with Rowen Seibel relating to the operation of restaurants at Caesars' casinos (the "Seibel Agreements"). Because of the highly-regulated nature of Caesars' business, each of these agreements contained representations, warranties, and conditions to ensure that Caesars was not entering into a business relationship that would jeopardize its good standing with gaming regulators. To further ensure that Caesars was not doing business with an "Unsuitable Person," Caesars also requested and received "Business Information Forms" from Mr. Seibel at the outset of the MOTI and DNT business relationships in which he represented that he had not been a party to a felony in the last ten years and there was nothing "that would prevent him from being licensed by a gaming authority." Although the agreements required Mr. Seibel and the Seibel-Affiliated Entities to update those disclosures to the extent they subsequently became inaccurate, neither Mr. Seibel nor the Seibel-Affiliated Entities ever did so.

2. Unbeknownst to Caesars, when the parties entered into each of the agreements, Mr. Seibel was engaged in criminal conduct that rendered him "Unsuitable" under the terms of each agreement. In 2004, Mr. Seibel began using foreign bank accounts to defraud the IRS. In 2009, when Mr. Seibel was assuring Caesars that he had not been a party to a felony and there was nothing

1 "that would prevent him from being licensed by a gaming authority," he was submitting false
2 documentation to the IRS regarding his use of foreign bank accounts.

3 3. In April 2016, Mr. Seibel was charged with defrauding the IRS. Rather than contest
4 the charges against him, Mr. Seibel pleaded guilty to one count of a corrupt endeavor to obstruct
5 and impede the due administration of the Internal Revenue Laws, 26 U.S.C. § 7212, a Class E
6 Felony, and subsequently served time in a federal penitentiary for his crime.

7 4. Mr. Seibel, however, never informed Caesars that he was engaged in criminal
8 activities. Nor did he disclose to Caesars that he had lied to the United States government, was
9 under investigation by the United States government, or that he had pleaded guilty to a felony.

10 5. Instead, Caesars only learned about Mr. Seibel's felony conviction from press reports
11 four months after he pleaded guilty. Upon learning of Mr. Seibel's felony conviction, Caesars
12 exercised its contractual right to terminate its agreements with the Seibel-Affiliated Entities.
13 Indeed, the parties to the Seibel Agreements expressly agreed that Caesars in its "sole and exclusive
14 judgment" could terminate the agreements if it determined that Mr. Seibel and/or the
15 Seibel-Affiliated Entities were "Unsuitable Persons" as defined in the agreements. The parties
16 likewise expressly agreed that Caesars' decision to terminate the agreements would "not be subject
17 to dispute by [the Seibel-Affiliated Entities]." Caesars determined that Mr. Seibel's conduct and
18 felony conviction rendered him an "Unsuitable Person" as defined in the agreements. Therefore,
19 Caesars exercised its "sole and exclusive judgment" and terminated the Seibel Agreements on or
20 around September 2, 2016.

21 6. Nevertheless, Defendants are now claiming that Caesars wrongfully terminated
22 those agreements and either have initiated or indicated that they intend to initiate legal proceedings
23 relating to the termination of the agreements. Because there is an actual dispute among the parties,
24 Caesars brings this action for a declaratory judgment confirming that it was proper, in its sole and
25 exclusive judgment, to terminate each of the agreements with the Seibel-Affiliated Entities.

26 7. In addition, Caesars seeks a declaratory judgment that it has no current or future
27 obligations to Defendants. Certain defendants are seeking monetary relief from Caesars in three
28 different courts across the country related to the Seibel Agreements and have threatened to attempt

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1 to force Caesars to include Mr. Seibel in other restaurant opportunities. Simply put, Caesars is not
2 required under the Seibel Agreements or otherwise to do business with a convicted felon. Indeed,
3 Mr. Seibel and the Seibel-Affiliated Entities concealed material facts from Caesars that they had a
4 duty to disclose regarding Mr. Seibel's wrongdoings. Mr. Seibel concealed these wrongdoings from
5 Caesars to avoid the termination of the Seibel Agreements. Had Caesars been aware of Mr. Seibel's
6 wrongdoings when the relationship first began, it would not have entered into the Seibel
7 Agreements. And, if Mr. Seibel had properly disclosed his wrongdoings, Caesars would not have
8 continued doing business with Mr. Seibel and would have terminated its relationship with
9 Mr. Seibel and his companies. Because Mr. Seibel and the Seibel-Affiliated Entities fraudulently
10 induced Caesars to enter into the Seibel Agreements and breached the Seibel Agreements by failing
11 to disclose material facts regarding Mr. Seibel's wrongdoings, Caesars owes no current or future
12 obligations to Defendants.

13 8. Caesars therefore brings this action to obtain declarations that it properly terminated
14 its agreements with the Seibel-Affiliated Entities and does not owe any current or future obligations
15 to Defendants.

16 **PARTIES, JURISDICTION, AND VENUE**

17 9. Plaintiff Desert Palace, Inc. is a Nevada corporation that operates the Caesars Palace
18 casino. Desert Palace Inc.'s principal place of business is 3570 Las Vegas Boulevard South,
19 Las Vegas, Nevada 89109.

20 10. Plaintiff Paris Las Vegas Operating Co., LLC is a Nevada limited liability company
21 that operates the Paris Las Vegas Hotel and Casino. Paris Las Vegas Operating Co., LLC's principal
22 place of business is 3655 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

23 11. Plaintiff PHWLTV, LLC is a Nevada limited liability company that operates the
24 Planet Hollywood Las Vegas Resort and Casino. PHWLTV, LLC's principal place of business is
25 3667 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

26 12. Plaintiff Boardwalk Regency Corporation d/b/a Caesars Atlantic City LLC is a
27 Delaware limited liability company that operates the Caesars Atlantic City Hotel and Casino.
28

1 Caesars Atlantic City's principal place of business is 2100 Pacific Avenue, Atlantic City,
2 New Jersey 08401.

3 13. Defendant Rowen Seibel currently resides at 200 Central Park South, Unit 19E,
4 New York, New York 10019. Mr. Seibel regularly travels to and conducts business in Nevada, and
5 owns real estate in Nevada. Mr. Seibel also filed a lawsuit in the district court of Clark County,
6 Nevada, purportedly derivatively on behalf of GRB, that relates to certain of the issues set forth in
7 this Complaint and remains pending. Case No. A-17-751759-B.

8 14. Defendant Moti Partners, LLC is a New York limited liability company located at
9 200 Central Park South, New York, New York 10019. In March 2009, Caesars Palace and
10 MOTI Partners, LLC entered into a Development, Operation, and License Agreement
11 (the "MOTI Agreement"). The MOTI Agreement relates to the design, development, construction,
12 and operation of the Serendipity restaurant in Las Vegas. The negotiations of the MOTI Agreement
13 occurred primarily in Nevada. The MOTI Agreement also was signed by the parties in Nevada,
14 and Mr. Seibel signed the MOTI Agreement on behalf of MOTI. The MOTI Agreement further
15 provided that "[t]he laws of the State of Nevada applicable to agreements made in that State shall
16 govern the validity, construction, performance and effect of [the MOTI Agreement]." The
17 MOTI Agreement likewise required (i) MOTI to provide "Development Services" during meetings
18 that "shall take place primarily in Las Vegas;" (ii) MOTI to provide "Menu Development Services"
19 during meetings that "shall take place primarily in Las Vegas;" and (iii) Mr. Seibel to provide
20 "Marketing Consulting Services" during meetings that "shall take place primarily in Las Vegas."

21 15. Defendant Moti Partners 16, LLC is a Delaware limited liability company. In
22 April 2016, Mr. Seibel informed Caesars Palace that the MOTI Agreement would purportedly be
23 assigned to Moti Partners 16, LLC. Caesars Palace disputes the propriety of this assignment.

24 16. Defendant DNT Acquisition, LLC is a Delaware limited liability company located
25 at 200 Central Park South, 19th Floor, New York, New York 10019. In June 2011, Caesars Palace
26 and DNT entered into a Development, Operation, and License Agreement among
27 DNT Acquisition, LLC, The Original Homestead Restaurant, Inc., and Desert Palace, Inc.
28 ("DNT Agreement"). The DNT Agreement relates to the design, development, construction, and

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operation of an Old Homestead restaurant in Las Vegas. The negotiations of the DNT Agreement occurred in Nevada and the agreement was signed by the parties in Nevada. Mr. Seibel signed the DNT Agreement on behalf of DNT. The DNT Agreement also provided that "[t]he laws of the State of Nevada applicable to agreements made in that State shall govern the validity, construction, performance, and effect of this Agreement." The DNT Agreement further required (i) DNT to provide "Restaurant Development Services" that "shall take place in Las Vegas;" (ii) Mr. Seibel to visit the restaurant one time each quarter for two consecutive nights; and (iii) Mr. Seibel to participate in marketing consultations and meetings that "shall take place in Las Vegas."

17. Defendant TPOV Enterprises, LLC is a New York limited liability company located at 200 Central Park South, New York, NY 10019. In November 2011, Paris and TPOV entered into a Development and Operation Agreement between TPOV Enterprises, LLC and Paris Las Vegas Operating Company, LLC ("TPOV Agreement"). The TPOV Agreement relates to the design, development, construction, and operation of the Gordon Ramsay Steak restaurant in Las Vegas. The negotiations of the TPOV Agreement occurred in Nevada and the agreement was signed by the parties in Nevada. Mr. Seibel signed the TPOV Agreement on behalf of TPOV. The TPOV Agreement also provided that "[t]he laws of the State of Nevada applicable to agreements made in that State shall govern the validity, construction, performance and effect of this Agreement." The TPOV Agreement further required (i) TPOV to provide "Restaurant Development Services" during meetings that "shall take place in Las Vegas, Nevada;" (ii) Mr. Seibel to visit and attend the restaurant one time each quarter for five consecutive nights; and (iii) Mr. Seibel to provide operational consulting and advice and attend meetings "with respect to same [that] shall take place in Las Vegas, Nevada."

18. Defendant TPOV Enterprises 16, LLC is a Delaware limited liability company. In April 2016, Mr. Seibel informed Paris that the TPOV Agreement would purportedly be assigned to TPOV Enterprises 16, LLC. Paris disputes the propriety of this assignment.

19. Defendant LLTQ Enterprises, LLC is a Delaware limited liability company located at 200 Central Park South, New York, New York 10019. In April 2012, Caesars Palace and LLTQ entered into a Development and Operation Agreement between LLTQ Enterprises, LLC and

Desert Palace, Inc. ("LLTQ Agreement"). The LLTQ Agreement relates to the design, development, construction, and operation of the Gordon Ramsay Pub restaurant in Las Vegas. The negotiations of the LLTQ Agreement primarily occurred in Nevada and the agreement was signed by the parties in Nevada. Mr. Seibel signed the LLTQ Agreement on behalf of LLTQ. The LLTQ Agreement also provided that "[t]he laws of the State of Nevada applicable to agreements made in that State shall govern the validity, construction, performance and effect of this Agreement." The LLTQ Agreement further required (i) LLTQ to provide "Restaurant Development Services" during meetings that "shall take place in Las Vegas, Nevada;" (ii) Mr. Seibel to visit and attend the restaurant one time each quarter for five consecutive nights; and (iii) Mr. Seibel to provide operational consulting and advice and "meetings with respect to same [that] shall take place in Las Vegas, Nevada."

20. Defendant LLTQ Enterprises 16, LLC is a Delaware limited liability company. In April 2016, Mr. Seibel informed Caesars Palace that the LLTQ Agreement would purportedly be assigned to LLTQ Enterprises 16, LLC. Caesars Palace disputes the propriety of this assignment.

21. Defendant GR Burgr, LLC is a Delaware limited liability company located at 200 Central Park South, 19th Floor, New York, New York 10019. In December 2012, Planet Hollywood and GRB entered into a Development, Operation and License Agreement Among Gordon Ramsay, GR Burgr, LLC and PHW Manager, LLC on behalf of PHW Las Vegas, LLC DBA Planet Hollywood ("GRB Agreement"). The GRB Agreement relates to the design, development, construction, and operation of the BURGR Gordon Ramsay restaurant in Las Vegas. The negotiations of the GRB Agreement primarily occurred in Nevada and the agreement was signed by the parties in Nevada. Mr. Seibel signed the GRB Agreement on behalf of GRB. The GRB Agreement also provided that "[t]he laws of the State of Nevada applicable to agreements made in that State shall govern the validity, construction, performance and effect of this Agreement." The GRB Agreement further required GRB to provide "Restaurant Development Services," and meetings with respect to same, that "shall take place in Las Vegas, Nevada." Caesars is naming GRB as a defendant to the extent of Mr. Seibel's involvement with that entity.

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22. Defendant FERG, LLC is a Delaware limited liability company located at 200 Central Park South, New York, New York 10019. In May 2014, CAC and FERG entered into a Consulting Agreement between FERG, LLC and Boardwalk Regency Corporation DBA Caesars Atlantic City ("FERG Agreement"). The FERG Agreement relates to the design, development, construction, and operation of the Gordon Ramsay Pub and Grill restaurant. The negotiations of the FERG Agreement primarily occurred in Nevada and the agreement was signed by the parties in Nevada. Mr. Seibel signed the FERG Agreement on behalf of FERG.

23. Defendant FERG 16, LLC is a Delaware limited liability company. In April 2016, Mr. Seibel informed CAC that the FERG Agreement would purportedly be assigned to FERG 16, LLC. CAC disputes the propriety of this assignment.

24. Defendant J. Jeffrey Frederick resides at 31 Grand Masters Drive, Las Vegas, Nevada 89141. Mr. Seibel purportedly assigned his duties and obligations under the LLTQ, FERG, TPOV, and MOTI Agreements to Mr. Frederick. Mr. Frederick considers Mr. Seibel to be his best friend. Caesars disputes the propriety of this assignment and contends that Mr. Seibel did not properly delegate his duties and obligations to Mr. Frederick and instead attempted to effectuate this assignment to circumvent the suitability provisions in the LLTQ, FERG, TPOV, and MOTI Agreements.

25. Clark County, Nevada is a proper venue because the agreements, acts, events, occurrences, decisions, transactions, and/or omissions giving rise to this lawsuit occurred or were performed in Clark County, Nevada.

STATEMENT OF FACTS

A. The Business Relationship Between Caesars and Mr. Seibel.

(a) *The MOTI Agreement.*

26. Caesars' relationship with Mr. Seibel began in 2009 when the parties commenced negotiations for an agreement relating to the Serendipity 3 restaurant in Las Vegas. At the time, Mr. Seibel was a restaurateur responsible for the Serendipity restaurant in New York City and was looking to partner with Caesars on a similar concept at its Caesars Palace casino.

27. Caesars holds gaming licenses and therefore is subject to rigorous regulation. Nevada requires its licensees to police themselves and their affiliates to ensure unwavering compliance with gaming regulations. As part of its compliance program, Caesars conducts suitability investigations of potential vendors that meet certain criteria as outlined in its compliance program, and requires various disclosures by vendors meeting such criteria to ensure that the entities with which it does business are suitable. Thus, in connection with the initial discussions between the parties, Caesars required Mr. Seibel to complete a "Business Information Form." On that form, Mr. Seibel represented that he had not been a party to a felony in the last ten years and there was nothing "that would prevent [him] from being licensed by a gaming authority." In reliance on those representations (among other things), Caesars Palace and MOTI entered into the MOTI Agreement.

28. The MOTI Agreement also contained a number of representations relating to the conduct of the parties and their disclosure obligations.

29. As far as conduct, MOTI represented that "it shall conduct all of its obligations hereunder in accordance with the highest standards of honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill of Caesars, the Marks, the Hotel Casino, and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant."

30. With respect to disclosure, MOTI agreed that it would "provide to Caesars written disclosure regarding MOTI and all of their respective key employees, agents, representatives, management personnel, lenders, or any financial participants (collectively, the "Associated Parties")" And, "[t]o the extent that any prior disclosure becomes inaccurate, MOTI shall, within five (5) calendar days from that event, update the prior disclosure without Caesars making any further request."

31. The prior written disclosures referenced in the MOTI Agreement included and were intended to include the information that Mr. Seibel provided in the MOTI Business Information Form. Accordingly, MOTI was obligated to update the Business Information Form in accordance with the provisions in the MOTI Agreement.

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1 32. The MOTI Agreement provided Caesars with the ability to terminate the
2 MOTI Agreement in its discretion if it determined that (i) MOTI was not complying with its
3 disclosure obligations or (ii) MOTI or an Associated Party was engaged in any activity or
4 relationship that jeopardized the privileged licenses held by Caesars. Specifically, the MOTI
5 Agreement stated:

6 If MOTI fails to satisfy or fails to cause the Associated Parties to satisfy [the
7 disclosure] requirement, if Caesars or any of Caesars' affiliates are directed to cease
8 business with MOTI or any Associated Party by the Gaming Authorities, or if Caesars
9 shall determine, in Caesars' sole and exclusive judgment, that MOTI or any
10 Associated Party is or may engage in any activity or relationship that could or does
11 jeopardize any of the privileged licenses held by Caesars or any Caesars' Affiliate,
12 then (a) MOTI shall terminate any relationship with the Associated Party who is the
13 source of such issue, (b) MOTI shall cease the activity or relationship creating the
14 issue to Caesars' satisfaction, in Caesars' sole judgment, or (c) if such activity or
15 relationship is not subject to cure as set forth in the foregoing clauses (a) and (b), as
16 determined by Caesars in its sole discretion, Caesars shall, without prejudice to any
17 other rights or remedies of Caesars including at law or in equity, terminate this
18 Agreement and its relationship with MOTI. In the event MOTI does not comply with
19 any of the foregoing, such noncompliance may be deemed, in Caesars' sole discretion,
20 as a default hereunder. MOTI further acknowledges that Caesars shall have the
21 absolute right, without any obligation [to initiate arbitration], to terminate this
22 Agreement in the event any Gaming Authority require Caesars to do so.

23 33. Finally, MOTI represented that, "[a]s of the Effective date [of the agreement], no
24 representation or warranty made herein by [MOTI] contains any untrue statement of a material fact,
25 or omits to state a material fact necessary to make such statements not misleading."

26 34. Significantly, the disclosure obligations under the MOTI Agreement were not
27 limited to the corporate entity MOTI. Instead, MOTI's obligations—both with respect to conduct
28 and disclosure—applied to "Associated Parties" of MOTI, which included all of MOTI's key
employees, agents, representatives, and financial participants. As the member-manager of MOTI
and the individual who signed the MOTI Agreement, Mr. Seibel was an "Associated Party" of
MOTI. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest standards
of honesty, integrity, quality, and courtesy. And MOTI had an ongoing obligation to disclose any
information regarding Mr. Seibel that jeopardized any of the privileged licenses held by Caesars.

35. The initial disclosures that MOTI and Mr. Seibel provided were false when made.
And, despite the obligations set out in the MOTI Agreement, neither Mr. Seibel nor MOTI ever
provided Caesars with an updated Business Information Form or any other supplemental disclosure.

1 Nor did they otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his
2 investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

3 36. Over the next five years, Caesars and Mr. Seibel entered into five more agreements
4 with entities owned and managed by Mr. Seibel. With respect to each of these agreements, Caesars
5 relied upon the MOTI Business Information Form and the ongoing obligations of MOTI and
6 Mr. Seibel to update that disclosure when and if necessary.

7 (b) *The DNT Agreement.*

8 37. Like the MOTI Agreement, the DNT Agreement related to Caesars' efforts to
9 introduce a New York City restaurant—Old Homestead—at its Caesars Palace property. Unlike
10 the MOTI Agreement, however, the DNT Agreement involved a third-party unrelated to Mr. Seibel
11 (The Original Homestead Restaurant, Inc.; collectively, with DNT, the "DNT Parties"). As part of
12 the DNT Agreement, the Old Homestead Restaurant, Inc. licensed its intellectual property to
13 Caesars Palace (the "Old Homestead Marks").

14 38. In connection with the discussions between DNT and Caesars Palace, Caesars
15 required Mr. Seibel to complete another "Business Information Form" in 2011. On that form,
16 Mr. Seibel represented that he had not been a party to a felony in the last ten years and there was
17 nothing "that would prevent [him] from being licensed by a gaming authority." In reliance on those
18 representations (among other things), Caesars Palace and DNT entered into the DNT Agreement.

19 39. The DNT Agreement contained a number of representations relating to the conduct
20 of the parties and their disclosure obligations.

21 40. First, the DNT Parties represented in the DNT Agreement that "they shall, and they
22 shall cause their Affiliates to, conduct themselves in accordance with the highest standards of
23 honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill
24 of Caesars, the Old Homestead Marks, the Old Homestead Materials, the Old Homestead System,
25 the Caesars Palace and the Restaurant and at all times in keeping with and not inconsistent with or
26 detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive,
27 first-class restaurant." The DNT Parties further agreed that they would "use commercially
28 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'

1 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
2 standards are consistently maintained by all of them." Finally, the DNT Agreement provided that
3 "[a]ny failure by the DNT Parties, their affiliates or any of their respective agents, employees,
4 servants, contractors or licensees to maintain the standards described [above] shall, in addition to
5 any other rights or remedies Caesars may have, give Caesars the right to terminate [the DNT
6 Agreement] in its sole and absolute discretion."

7 41. Second, the DNT Parties agreed that they would "provide to Caesars written
8 disclosure regarding the DNT Associates . . .," which included Mr. Seibel. And, "[t]o the extent
9 that any prior disclosure becomes inaccurate, the DNT Parties shall, within ten (10) calendar days
10 from the event, update the prior disclosure without Caesars making any further request."

11 42. The DNT Agreement provided Caesars with the ability to terminate the DNT
12 Agreement in its discretion if it determined that (i) DNT was not complying with its disclosure
13 obligations, or (ii) DNT or an Associated Party was an "Unsuitable Person." Specifically, the DNT
14 Agreement provided:

15 If any DNT Associate fails to satisfy or [sic] such requirement, if Caesars or any of
16 Caesars' affiliates are directed to cease business with any DNT Associate by any
17 Gaming Authority, or if Caesars shall determine, in Caesars' sole and exclusive
18 judgment, that any DNT Associate is an Unsuitable Person, whether as a result of
19 DNT Change of Control or otherwise, then, immediately following notice by Caesars
20 to DNT, (a) the DNT Parties shall terminate any relationship with the Person who is
21 the source of such issue, (b) the DNT Parties shall cease the activity or relationship
22 creating the issue to Caesars' satisfaction, in Caesars' sole judgment, or (c) if such
23 activity or relationship is not subject to cure as set forth in the foregoing clauses (a)
24 and (b), as determined by Caesars in its sole discretion, Caesars shall, without
25 prejudice to any other rights or remedies of Caesars including at law or in equity,
26 have the right to terminate this Agreement and its relationship with the DNT Parties.
27 The DNT Parties further acknowledges [sic] that Caesars shall have the absolute right
28 to terminate this Agreement in the event any Gaming Authority requires Caesars or
one of its Affiliates to do so. Any termination by Caesars pursuant to this [section]
shall not be subject to dispute by the DNT Parties and shall not be the subject of any
[arbitration proceeding].

43. Under the DNT Agreement, an "Unsuitable Person" was defined as follows:

Any Person (a) whose association with Caesars could be anticipated to result in a
disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain,
any registration, application or license or any other rights or entitlements held or
required to be held by Caesars or any of its Affiliates under any United States, state,
local or foreign laws, rules or regulations relating to gaming or the sale of alcohol,
(b) whose association or relationship with Caesars or its Affiliates could be
anticipated to violate any United States, state, local or foreign laws, rules or

1 regulations relating to gaming or the sale of alcohol to which Caesars or its Affiliates
2 are subject, (c) who is or might be engaged or about to be engaged in any activity
3 which could adversely impact the business or reputation of Caesars or its Affiliates,
4 or (d) who is required to be licensed, registered, qualified or found suitable under any
5 United States, state, local, or foreign laws, rules or regulations relating to gaming or
6 the sale of alcohol under which Caesars or any of its Affiliates is licensed, registered,
7 qualified or found suitable, and such Person is not or does not remain so licensed,
8 registered, qualified or found suitable.

9 44. Finally, DNT represented that, "[a]s of the Effective date [of the agreement], no
10 representation or warranty made herein by [DNT] contains any untrue statement of a material fact,
11 or omits to state a material fact necessary to make such statements not misleading."

12 45. As with the MOTI Agreement, the disclosure obligations under the DNT Agreement
13 were not limited to the corporate entity DNT. Instead, DNT's obligations—both with respect to
14 conduct and disclosure—applied to "DNT Associates," which included persons controlling DNT.
15 Mr. Seibel, as the member-manager of DNT and the individual who signed the DNT Agreement,
16 was a "DNT Associate." Thus, Mr. Seibel had an ongoing obligation to conduct himself with the
17 highest standards of honesty, integrity, quality, and courtesy. And DNT had an ongoing obligation
18 to disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

19 46. The initial disclosures that DNT and Mr. Seibel provided were false when made.
20 And, despite the obligations set out in the DNT Agreement, neither Mr. Seibel nor DNT ever
21 provided Caesars with an updated Business Information Form or any other supplemental disclosure.
22 Nor did they otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his
23 investigation by the IRS, his guilty plea, his conviction, or his incarceration.

24 *(c) The TPOV Agreement.*

25 47. The TPOV Agreement related to Paris' plans to partner with celebrity chef Gordon
26 Ramsay to design and develop a restaurant in the Paris casino known as "Gordon Ramsay Steak."
27 The TPOV Agreement set forth the obligations of TPOV and Mr. Seibel to assist with the design,
28 development, construction, and operation of Gordon Ramsay Steak.

48. The TPOV Agreement contained a number of representations relating to the conduct
of the parties and their disclosure obligations.

49. First, TPOV represented that "it shall and it shall cause its Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill of Paris, the Paris Las Vegas and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant." TPOV further agreed that it would "use commercially reasonable efforts to continuously monitor the performance of each of its and its Affiliates' respective agents, employees, servants, contractors and licensees and shall ensure the foregoing standards are consistently maintained by all of them."

50. Second, TPOV agreed that it would "provide to Paris written disclosure regarding the TPOV Associates . . . ," which included Mr. Seibel. And, "[t]o the extent that any prior disclosure becomes inaccurate, TPOV shall, within ten (10) calendar days from the event, update the prior disclosure without Paris making any further request."

51. The TPOV Agreement provided Paris with the ability to terminate the TPOV Agreement in its discretion if it determined that (i) TPOV was not complying with its disclosure obligations, or (ii) TPOV or an Associated Party was an "Unsuitable Person." Specifically, the TPOV Agreement provided:

If any TPOV Associate fails to satisfy or [sic] such requirement, if Paris or any of Paris' Affiliates are directed to cease business with any TPOV Associate by any Gaming Authority, or if Paris shall determine, in Paris' sole and exclusive judgment, that any TPOV Associate is an Unsuitable Person, whether as a result of a TPOV Change of Control or otherwise, then (a) TPOV shall terminate any relationship with the Person who is the source of such issue, (b) TPOV shall cease the activity or relationship creating the issue to Paris' satisfaction, in Paris' sole judgment, or (c) if such activity or relationship is not subject to cure as set forth in the foregoing clauses (a) and (b), as determined by Paris in its sole discretion, Paris shall, without prejudice to any other rights or remedies of Paris including at law or in equity, have the right to terminate this Agreement and its relationship with TPOV. TPOV further acknowledges that Paris shall have the right to terminate this Agreement in the event any Gaming Authority requires Paris or one of its Affiliates to do so. Any termination by Paris pursuant to this [section] shall not be subject to dispute by TPOV and shall not be the subject of any proceeding [in arbitration].

52. Under the TPOV Agreement, an "Unsuitable Person" was defined as follows:

Any Person (a) whose association with Paris or its Affiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by Paris or any of its Affiliates under any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of

1 alcohol, (b) whose association or relationship with Paris or its Affiliates could be
2 anticipated to violate any United States, state, local or foreign laws, rules or
3 regulations relating to gaming or the sale of alcohol to which Paris or its Affiliates
4 are subject, (c) who is or might be engaged or about to be engaged in any activity
5 which could adversely impact the business or reputation of Paris or its Affiliates, or
6 (d) who is required to be licensed, registered, qualified or found suitable under any
United States, state, local, or foreign laws, rules or regulations relating to gaming or
the sale of alcohol under which Paris or any of its Affiliates is licensed, registered,
qualified or found suitable, and such Person is not or does not remain so licensed,
registered, qualified or found suitable.

7 53. Finally, TPOV represented that, "[a]s of the Effective date [of the agreement], no
8 representation or warranty made herein by [TPOV] contains any untrue statement of a material fact,
9 or omits to state a material fact necessary to make such statements not misleading."

10 54. The disclosure and conduct obligations under the TPOV Agreement were not limited
11 to the corporate entity TPOV. Instead, TPOV's obligations—both with respect to conduct and
12 disclosure—included TPOV's "Associates" and "Affiliates." TPOV's Affiliates included persons
13 controlling TPOV. The TPOV Agreement specifically stated that "with respect to TPOV, the term
14 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." TPOV's Associates
15 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
16 TPOV and the individual who signed the TPOV Agreement, was both a TPOV Affiliate and TPOV
17 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
18 standards of honesty, integrity, quality, and courtesy. And TPOV had an ongoing obligation to
19 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

20 55. Because Mr. Seibel was specifically included as a TPOV Associate, Paris relied
21 upon his previous representations in the MOTI and DNT Business Information Forms that he had
22 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
23 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
24 Information Forms constituted prior written disclosures referenced in the TPOV Agreement that
25 needed to be updated to the extent they were no longer accurate.

26 56. The initial disclosures that TPOV provided were false when made. And, despite the
27 obligations set out in the TPOV Agreement, neither Mr. Seibel nor TPOV ever provided Caesars
28 with an updated Business Information Form or any other supplemental disclosure. Nor did TPOV

1 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
2 by the IRS, his guilty plea, his felony conviction, or his incarceration.

3 (d) *The LLTQ Agreement.*

4 57. The LLTQ Agreement related to Caesars Palace's plans to partner with celebrity chef
5 Gordon Ramsay to license intellectual property that would be used in connection with a restaurant
6 in the Caesars Palace casino known as the Gordon Ramsay Pub. The LLTQ Agreement set forth
7 the obligations of LLTQ and Mr. Seibel to assist with the design, development, construction, and
8 operation of the Gordon Ramsay Pub.

9 58. The LLTQ Agreement contained a number of representations relating to the conduct
10 of the parties and their disclosure obligations.

11 59. First, LLTQ represented that "it shall and it shall cause its Affiliates to conduct
12 themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so
13 as to maintain and enhance the reputation and goodwill of Caesars, the Caesars Palace Las Vegas
14 and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the
15 operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant."
16 LLTQ further agreed that it would "use commercially reasonable efforts to continuously monitor
17 the performance of each of its and its Affiliates' respective agents, employees, servants, contractors
18 and licensees and shall ensure the foregoing standards are consistently maintained by all of them."

19 60. Second, LLTQ agreed that it would "provide to Caesars written disclosure regarding
20 the LLTQ Associates . . . , " which included Mr. Seibel. And, "[t]o the extent that any prior
21 disclosure becomes inaccurate, LLTQ shall, within ten (10) calendar days from the event, update
22 the prior disclosure without Caesars making any further request."

23 61. The LLTQ Agreement provided Caesars Palace with the ability to terminate the
24 LLTQ Agreement in its discretion if it determined that (i) LLTQ was not complying with its
25 disclosure obligations or (ii) LLTQ or an Associated Party was an "Unsuitable Person."
26 Specifically, the LLTQ Agreement provided:

27 If any LLTQ Associate fails to satisfy or [sic] such requirement, if Caesars or any of
28 Caesars' Affiliates are directed to cease business with any LLTQ Associate by any
Gaming Authority, or if Caesars shall determine, in Caesars' sole and exclusive

1 judgment, that any LLTQ Associate is an Unsuitable Person, whether as a result of a
2 LLTQ Change of Control or otherwise, then (a) LLTQ shall terminate any
3 relationship with the Person who is the source of such issue, (b) LLTQ shall cease
4 the activity or relationship creating the issue to Caesars' satisfaction, in Caesars' sole
5 judgment, or (c) if such activity or relationship is not subject to cure as set forth in
6 the foregoing clauses (a) and (b), as determined by Caesars in its sole discretion,
7 Caesars shall, without prejudice to any other rights or remedies of Caesars including
8 at law or in equity, have the right to terminate this Agreement and its relationship
9 with LLTQ. LLTQ further acknowledges that Caesars shall have the right to
10 terminate this Agreement in the event any Gaming Authority requires Caesars or one
11 of its Affiliates to do so. Any termination by Caesars pursuant to this [section] shall
12 not be subject to dispute by LLTQ and shall not be the subject of any proceeding [in
13 arbitration].

14 62. Under the LLTQ Agreement, an "Unsuitable Person" was defined as follows:

15 Any Person (a) whose association with Caesars or its Affiliates could be anticipated
16 to result in a disciplinary action relating to, or the loss of, inability to reinstate or
17 failure to obtain, any registration, application or license or any other rights or
18 entitlements held or required to be held by Caesars or any of its Affiliates under any
19 United States, state, local or foreign laws, rules or regulations relating to gaming or
20 the sale of alcohol, (b) whose association or relationship with Caesars or its Affiliates
21 could be anticipated to violate any United States, state, local or foreign laws, rules or
22 regulations relating to gaming or the sale of alcohol to which Caesars or its Affiliates
23 are subject, (c) who is or might be engaged or about to be engaged in any activity
24 which could adversely impact the business or reputation of Caesars or its Affiliates,
25 or (d) who is required to be licensed, registered, qualified or found suitable under any
26 United States, state, local, or foreign laws, rules or regulations relating to gaming or
27 the sale of alcohol under which Caesars or any of its Affiliates is licensed, registered,
28 qualified or found suitable, and such Person is not or does not remain so licensed,
registered, qualified or found suitable.

63. Finally, LLTQ represented that, "[a]s of the Effective date [of the agreement], no
representation or warranty made herein by [LLTQ] contains any untrue statement of a material fact,
or omits to state a material fact necessary to make such statements not misleading."

64. The disclosure and conduct obligations under the LLTQ Agreement were not limited
to the corporate entity LLTQ. Instead, LLTQ's obligations—both with respect to conduct and
disclosure—included LLTQ's "Associates" and "Affiliates." LLTQ's Affiliates included persons
controlling LLTQ. The LLTQ Agreement specifically stated that "with respect to LLTQ, the term
'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." LLTQ's Associates
included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
LLTQ and the individual who signed the LLTQ Agreement, was both an LLTQ Affiliate and
Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest

standards of honesty, integrity, quality, and courtesy. And LLTQ had an ongoing obligation to disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

65. Because Mr. Seibel was specifically included as an LLTQ Associate, Caesars relied upon his previous representations in the MOTI and DNT Business Information Forms that he had not been a party to a felony in the past ten years and there was nothing in his past that would prevent him from being licensed by a gaming authority. Thus, the disclosures contained in the Business Information Forms constituted the prior written disclosures referenced in the LLTQ Agreement.

66. The initial disclosures that LLTQ provided were false when made. And, despite the obligations set out in the LLTQ Agreement, neither Mr. Seibel nor LLTQ ever provided Caesars with an updated Business Information Form or any other supplemental disclosure. Nor did LLTQ otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

67. In addition, Section 13.22 of the LLTQ Agreement ("Section 13.22") contains the following provision:

If Caesars elects under this Agreement to pursue any venture similar to (i) the Restaurant (i.e., any venture generally in the nature of a pub, bar, café or tavern) or (ii) the "Restaurant" as defined in the [TPOV Agreement] (i.e., any venture generally in the nature of a steak restaurant, fine dining steakhouse or chop house), Caesars and LLTQ shall, or shall cause an Affiliate to, execute a development and operation agreement on the same terms and conditions as this Agreement, subject only to revisions proposed by Caesars or its Affiliate as are necessary to reflect the difference in location between the Restaurant and such other venture (including, for the avoidance of doubt, the Baseline Amount, permitted Operating Expenses and necessary Project Costs).

68. Caesars has taken the position that this provision, which has been characterized as a restrictive covenant, is unenforceable as a matter of law because (a) the LLTQ Agreement was properly terminated; (b) Caesars is prohibited from entering into a business relationship with LLTQ or Mr. Seibel given that LLTQ and Mr. Seibel are Unsuitable Persons; and (c) Section 13.22 is vague, ambiguous, indefinite, and overly broad. In contrast, LLTQ has asserted that it is enforceable and should apply to any future ventures in any location between Caesars and Gordon Ramsay.

(e) *The GR Burgr Agreement.*

69. The GRB Agreement related to Planet Hollywood's plans to design, develop, and operate a restaurant in the Planet Hollywood casino known as "BURGR Gordon Ramsay." As such, the GRB Agreement set forth the obligations of GRB to license certain intellectual property to Planet Hollywood and assist with the design, development, construction, and operation of the BURGR Gordon Ramsay Restaurant.

70. The GRB Agreement contained a number of representations relating to the conduct of the parties and their disclosure obligations.

71. First, GRB represented that "it shall and it shall cause its Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill of PH, the GRB Marks, PH and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant." GRB further agreed that it would "use commercially reasonable efforts to continuously monitor the performance of each of its and its Affiliates' respective agents, employees, servants, contractors and licensees and shall ensure the foregoing standards are consistently maintained by all of them. Any failure by GRB or any of its respective Affiliates or any of their respective agents, employees, servants, contractors or licensees to maintain the standards described in this [section] shall, in addition to any other rights or remedies PH have, give PH the right to terminate this Agreement . . . in its sole and absolute discretion."

72. Second, GRB further agreed that it would "provide or cause to be provided to PH written disclosure regarding its GR Associates . . .," which included Mr. Seibel. And, "[t]o the extent that any prior disclosure becomes inaccurate, GRB shall, within ten (10) calendar days from the event, update the prior disclosure without PH making any further request."

73. The GRB Agreement provided Planet Hollywood with the ability to terminate the GRB Agreement in its discretion if it determined that (i) GRB was not complying with its disclosure obligations, or (ii) GRB or an Associated Party was an "Unsuitable Person." Specifically, the GRB Agreement provided:

1 If any GRB Associate fails to satisfy any such requirement, if PH or any of PH's
2 Affiliates are directed to cease business with any GRB Associate by any Gaming
3 Authority, or if PH shall determine, in PH's sole and exclusive judgment, that any
4 GRB Associate is an Unsuitable Person, then immediately following notice by PH to
5 Gordon Ramsay and GRB, (a) Gordon Ramsay and/or GRB shall terminate any
6 relationship with the Person who is the source of such issue, (b) Gordon Ramsay
7 and/or GRB shall cease the activity or relationship creating the issue to PH's
8 satisfaction, in PH's sole judgment, or (c) if such activity or relationship is not subject
9 to cure as set forth in the foregoing clauses (a) and (b), as determined by PH in its
10 sole discretion, PH shall, without prejudice to any other rights or remedies of Caesars
11 including at law or in equity, have the right to terminate this Agreement and its
12 relationship with Gordon Ramsay and GRB. Each of Gordon Ramsay and GRB
13 further acknowledges that PH shall have the absolute right to terminate this
14 Agreement in the event any Gaming Authority requires PH or one of its Affiliates to
15 do so. Any termination by PH pursuant to this [section] shall not be subject to dispute
16 by Gordon Ramsay or GRB and shall not be the subject of any proceeding [in
17 arbitration].

18 74. Under the GRB Agreement, an "Unsuitable Person" was defined as follows:

19 Any Person (a) whose association with PH or its Affiliates could be anticipated to
20 result in a disciplinary action relating to, or the loss of, inability to reinstate or failure
21 to obtain, any registration, application or license or any other rights or entitlements
22 held or required to be held by PH or any of its Affiliates under any United States,
23 state, local or foreign laws, rules or regulations relating to gaming or the sale of
24 alcohol, (b) whose association or relationship with PH or its Affiliates could be
25 anticipated to violate any United States, state, local or foreign laws, rules or
26 regulations relating to gaming or the sale of alcohol to which PH or its Affiliates are
27 subject, (c) who is or might be engaged or about to be engaged in any activity which
28 could adversely impact the business or reputation of PH or its Affiliates, or (d) who
is required to be licensed, registered, qualified or found suitable under any United
States, state, local, or foreign laws, rules or regulations relating to gaming or the sale
of alcohol under which PH or any of its Affiliates is licensed, registered, qualified or
found suitable, and such Person is not or does not remain so licensed, registered,
qualified or found suitable.

75. Finally, GRB represented that, "[a]s of the Effective date [of the agreement], no
representation or warranty made herein by [GRB] contains any untrue statement of a material fact,
or omits to state a material fact necessary to make such statements not misleading."

76. The disclosure and conduct obligations under the GRB Agreement were not limited
to the corporate entity GRB. Instead, GRB's obligations—both with respect to conduct and
disclosure—included GRB's "Associates" and "Affiliates." GRB's Affiliates included persons
controlling GRB and GRB's Associates included its directors, employees, and representatives.
Mr. Seibel, as the member-manager of GRB and the individual who signed the GRB Agreement,
was both a GRB Affiliate and Associate. Thus, Mr. Seibel had an ongoing obligation to conduct
himself with the highest standards of honesty, integrity, quality, and courtesy. And GRB had an

1 ongoing obligation to disclose any information regarding Mr. Seibel that would render him an
2 Unsuitable Person.

3 77. Because Mr. Seibel was specifically included as a GRB Associate, Caesars relied
4 upon his previous representations in the MOTI and DNT Business Information Forms that he had
5 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
6 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
7 Information Forms constituted the prior written disclosures referenced in the GRB Agreement.

8 78. The initial disclosures that GRB provided were false when made. And, despite the
9 obligations set out in the GRB Agreement, neither Mr. Seibel nor GRB ever provided Caesars with
10 an updated Business Information Form or any other supplemental disclosure. Nor did GRB
11 otherwise provide updated disclosures regarding Mr. Seibel's illegal activities, his criminal
12 investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

13 (f) *The FERG Agreement*

14 79. As with the LLTQ Agreement, the FERG Agreement related to CAC's plans to
15 partner with Mr. Ramsay to license intellectual property that would be used in connection with a
16 restaurant in the CAC casino known as "Gordon Ramsay Pub and Grill." The FERG Agreement
17 set forth the obligations of FERG and Mr. Seibel to assist with the design, development,
18 construction, and operation of the Gordon Ramsay Pub and Grill.

19 80. The FERG Agreement contained a number of representations relating to the conduct
20 of the parties and their disclosure obligations.

21 81. First, FERG represented in the FERG Agreement that "it shall and it shall cause its
22 Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity,
23 quality and courtesy so as to maintain and enhance the reputation and goodwill of the CAC Marks
24 and materials, the GR Marks, CAC, and the Restaurant and at all times in keeping with and not
25 inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino
26 and an exclusive, first-class restaurant." FERG further agreed that it would "use commercially
27 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'
28

1 CHICAGO, IL 60654

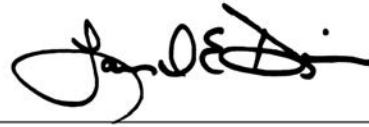
2 JEFFREY JOHN ZEIGER on behalf of Plaintiff DESERT PALACE, INC.
3 KIRKLAND & ELLIS, LLP
4 300 N. LASALLE STREET
5 CHICAGO, IL 60654

6 JEFFREY JOHN ZEIGER on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
7 LLC
8 KIRKLAND & ELLIS, LLP
9 300 N. LASALLE STREET
10 CHICAGO, IL 60654

11 JEFFREY JOHN ZEIGER on behalf of Plaintiff PHWLTV, LLC
12 KIRKLAND & ELLIS, LLP
13 300 N. LASALLE STREET
14 CHICAGO, IL 60654

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EXHIBIT I



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWLV,
LLC; BOARD WALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,

Plaintiffs,

vs.

MOTI PARTNERS, LLC; MOTI PARTNER)
16, LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; TPOV ENTERPRISES, LLC; TPOV)
ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,

Defendants.

Adv. Proceeding No.: 17-01237-LED

Date: December 4, 2017
Time: 1:30 p.m.

ORDER DENYING MOTION TO TRANSFER¹

On November 6 and December 4, 2017, the court held hearings on the “Motion to Transfer Venue for Claims Against MOTI Defendants” (AECF No. 9) (the “Motion to Transfer”) filed by MOTI Partners, LLC and MOTI Partners 16, LLC. Appearances were noted on the record.

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court.

1 Based upon the court's Findings of Fact and Conclusions of Law and Order Granting
2 Motion to Remand entered contemporaneously with this Order;

3 IT IS HEREBY ORDERED that the Motion to Transfer is **denied as moot**.

4 IT IS SO ORDERED.

5 Copies sent via BNC to:

6 STEVEN B CHAIKEN on behalf of Defendant MOTI PARTNER 16, LLC
7 ADELMAN & GETTLEMAN, LTD
8 53 W JACKSON BLVD, SUITE 1050
9 CHICAGO, IL 60604

10 STEVEN B CHAIKEN on behalf of Defendant MOTI PARTNERS, LLC
11 ADELMAN & GETTLEMAN, LTD
12 53 W JACKSON BLVD, SUITE 1050
13 CHICAGO, IL 60604

14 DAN MCNUTT on behalf of Defendant MOTI PARTNER 16, LLC
15 CARBAJAL & MCNUTT, LLP
16 625 S. EIGHTH STREET
17 LAS VEGAS, NV 89101

18 DAN MCNUTT on behalf of Defendant MOTI PARTNERS, LLC
19 CARBAJAL & MCNUTT, LLP
20 625 S. EIGHTH STREET
21 LAS VEGAS, NV 89101

22 M. MAGALI MERCERA on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
23 PISANELLI BICE PLLC
24 400 SO 7TH ST, STE 300
25 LAS VEGAS, NV 89101

26 M. MAGALI MERCERA on behalf of Plaintiff DESERT PALACE, INC.
PISANELLI BICE PLLC
400 SO 7TH ST, STE 300
LAS VEGAS, NV 89101

M. MAGALI MERCERA on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
LLC
PISANELLI BICE PLLC
400 SO 7TH ST, STE 300
LAS VEGAS, NV 89101

1 M. MAGALI MERCERA on behalf of Plaintiff PHWLTV, LLC
PISANELLI BICE PLLC
2 400 SO 7TH ST, STE 300
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3
4 NATHAN Q RUGG on behalf of Defendant MOTI PARTNER 16, LLC
ADELMAN & GETTLEMAN, LTD
53 W JACKSON BLVD, SUITE 1050
5 CHICAGO, IL 60604

6 NATHAN Q RUGG on behalf of Defendant MOTI PARTNERS, LLC
ADELMAN & GETTLEMAN, LTD
7 53 W JACKSON BLVD, SUITE 1050
8 CHICAGO, IL 60604

9 BRITTNIE WATKINS on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
PISANELLI BICE PLLC
10 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101

11 BRITTNIE WATKINS on behalf of Plaintiff DESERT PALACE, INC.
PISANELLI BICE PLLC
12 400 SOTH 7TH ST, STE 300
13 LAS VEGAS, NV 89101

14 BRITTNIE WATKINS on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY, LLC
PISANELLI BICE PLLC
15 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101

16 BRITTNIE WATKINS on behalf of Plaintiff PHWLTV, LLC
PISANELLI BICE PLLC
17 400 SOTH 7TH ST, STE 300
18 LAS VEGAS, NV 89101

19 JEFFREY JOHN ZEIGER on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
KIRKLAND & ELLIS, LLP
20 300 N. LASALLE STREET
CHICAGO, IL 60654

21 JEFFREY JOHN ZEIGER on behalf of Plaintiff DESERT PALACE, INC.
KIRKLAND & ELLIS, LLP
22 300 N. LASALLE STREET
23 CHICAGO, IL 60654

1 JEFFREY JOHN ZEIGER on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
2 LLC
3 KIRKLAND & ELLIS, LLP
4 300 N. LASALLE STREET
5 CHICAGO, IL 60654

6 JEFFREY JOHN ZEIGER on behalf of Plaintiff PHWLTV, LLC
7 KIRKLAND & ELLIS, LLP
8 300 N. LASALLE STREET
9 CHICAGO, IL 60654

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EXHIBIT J



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

* * * * *

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWLV,
LLC; BOARD WALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,)

Plaintiffs,)

vs.)

MOTI PARTNERS, LLC; MOTI PARTNER)
16, LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; TPOV ENTERPRISES, LLC; TPOV)
ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,)

Defendants.)

Adv. Proceeding No.: 17-01237-LED

Date: December 4, 2017
Time: 1:30 p.m.

ORDER GRANTING MOTION TO REMAND¹

On December 4, 2017, the court held a hearing on “Plaintiffs’ Amended Motion to Remand” (AECF No. 34) (the “Amended Motion to Remand”). Appearances were noted on the record.

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court.

1 Based upon the court's Findings of Fact and Conclusions of Law entered
2 contemporaneously with this Order;

3 IT IS HEREBY ORDERED that the Amended Motion to Remand is **granted**, and this
4 matter shall be remanded to the Eighth Judicial District Court, Clark County, Nevada.

5 IT IS SO ORDERED.

6 Copies sent via BNC to:

7 STEVEN B CHAIKEN on behalf of Defendant MOTI PARTNER 16, LLC
8 ADELMAN & GETTLEMAN, LTD
9 53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604

10 STEVEN B CHAIKEN on behalf of Defendant MOTI PARTNERS, LLC
11 ADELMAN & GETTLEMAN, LTD
53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604

12 DAN MCNUTT on behalf of Defendant MOTI PARTNER 16, LLC
13 CARBAJAL & MCNUTT, LLP
14 625 S. EIGHTH STREET
LAS VEGAS, NV 89101

15 DAN MCNUTT on behalf of Defendant MOTI PARTNERS, LLC
16 CARBAJAL & MCNUTT, LLP
625 S. EIGHTH STREET
LAS VEGAS, NV 89101

17 M. MAGALI MERCERA on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
18 PISANELLI BICE PLLC
19 400 SO 7TH ST, STE 300
LAS VEGAS, NV 89101

20 M. MAGALI MERCERA on behalf of Plaintiff DESERT PALACE, INC.
21 PISANELLI BICE PLLC
400 SO 7TH ST, STE 300
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22 M. MAGALI MERCERA on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
23 LLC
24 PISANELLI BICE PLLC
400 SO 7TH ST, STE 300
25 LAS VEGAS, NV 89101
26

1 M. MAGALI MERCERA on behalf of Plaintiff PHWLTV, LLC
PISANELLI BICE PLLC
2 400 SO 7TH ST, STE 300
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3
4 NATHAN Q RUGG on behalf of Defendant MOTI PARTNER 16, LLC
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5 CHICAGO, IL 60604

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ADELMAN & GETTLEMAN, LTD
7 53 W JACKSON BLVD, SUITE 1050
8 CHICAGO, IL 60604

9 BRITTNIE WATKINS on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
PISANELLI BICE PLLC
10 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101

11 BRITTNIE WATKINS on behalf of Plaintiff DESERT PALACE, INC.
PISANELLI BICE PLLC
12 400 SOTH 7TH ST, STE 300
13 LAS VEGAS, NV 89101

14 BRITTNIE WATKINS on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY, LLC
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18 LAS VEGAS, NV 89101

19 JEFFREY JOHN ZEIGER on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
KIRKLAND & ELLIS, LLP
20 300 N. LASALLE STREET
CHICAGO, IL 60654

21 JEFFREY JOHN ZEIGER on behalf of Plaintiff DESERT PALACE, INC.
KIRKLAND & ELLIS, LLP
22 300 N. LASALLE STREET
23 CHICAGO, IL 60654

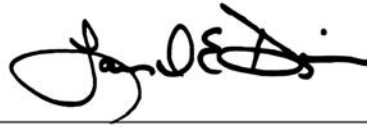
24 JEFFREY JOHN ZEIGER on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
LLC
25 KIRKLAND & ELLIS, LLP

1 300 N. LASALLE STREET
2 CHICAGO, IL 60654

3 JEFFREY JOHN ZEIGER on behalf of Plaintiff PHWLTV, LLC
4 KIRKLAND & ELLIS, LLP
300 N. LASALLE STREET
CHICAGO, IL 60654

#

EXHIBIT K



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

* * * * *

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWLV,
LLC; BOARD WALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,)

Plaintiffs,)

vs.)

LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; MOTI PARTNERS, LLC; MOTI)
PARTNER 16 LLC; TPOV ENTERPRISES,
LLC; TPOV ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,)

Defendants.)

Adv. Proceeding No.: 17-01238-LED

Date: December 4, 2017
Time: 1:30 p.m.

ORDER GRANTING MOTION TO REMAND¹

On December 4, 2017, the court held a hearing on “Plaintiffs’ Amended Motion to Remand” (AECF No. 43) (the “Amended Motion to Remand”). Appearances were noted on the record.

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court.

1 Based upon the court's Findings of Fact and Conclusions of Law entered
2 contemporaneously with this Order;

3 IT IS HEREBY ORDERED that the Amended Motion to Remand is **granted**, and this matter
4 shall be remanded to the Eighth Judicial District Court, Clark County, Nevada.

5 IT IS SO ORDERED.

6 Copies sent via BNC to:

7 STEVEN B CHAIKEN on behalf of Defendant FERG 16 LLC
8 ADELMAN & GETTLEMAN, LTD
9 53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604

10 STEVEN B CHAIKEN on behalf of Defendant FERG, LLC
11 ADELMAN & GETTLEMAN, LTD
53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604

12 STEVEN B CHAIKEN on behalf of Defendant LLTQ ENTERPRISES 16, LLC
13 ADELMAN & GETTLEMAN, LTD
53 W JACKSON BLVD, SUITE 1050
14 CHICAGO, IL 60604

15 STEVEN B CHAIKEN on behalf of Defendant LLTQ ENTERPRISES, LLC
16 ADELMAN & GETTLEMAN, LTD
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17 M. MAGALI MERCERA on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
18 PISANELLI BICE PLLC
400 SO 7TH ST, STE 300
19 LAS VEGAS, NV 89101

20 M. MAGALI MERCERA on behalf of Plaintiff DESERT PALACE, INC.
21 PISANELLI BICE PLLC
400 SO 7TH ST, STE 300
22 LAS VEGAS, NV 89101

23 M. MAGALI MERCERA on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
LLC
24 PISANELLI BICE PLLC
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25 LAS VEGAS, NV 89101
26

1 M. MAGALI MERCERA on behalf of Plaintiff PHWLTV, LLC
PISANELLI BICE PLLC
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4 NATHAN Q RUGG on behalf of Defendant FERG 16 LLC
ADELMAN & GETTLEMAN, LTD
5 53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604
6

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8 53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604

9 NATHAN Q RUGG on behalf of Defendant LLTQ ENTERPRISES 16, LLC
ADELMAN & GETTLEMAN, LTD
10 53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604
11

12 NATHAN Q RUGG on behalf of Defendant LLTQ ENTERPRISES, LLC
ADELMAN & GETTLEMAN, LTD
13 53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604

14 BRITTNIE WATKINS on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
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15 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101
16

17 BRITTNIE WATKINS on behalf of Plaintiff DESERT PALACE, INC.
PISANELLI BICE PLLC
18 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101
19

20 BRITTNIE WATKINS on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY, LLC
PISANELLI BICE PLLC
21 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101

22 BRITTNIE WATKINS on behalf of Plaintiff PHWLTV, LLC
PISANELLI BICE PLLC
23 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101
24

25 JEFFREY JOHN ZEIGER on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
KIRKLAND & ELLIS, LLP
26 300 N. LASALLE STREET
CHICAGO, IL 60654

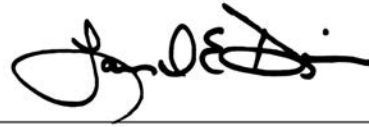
1 JEFFREY JOHN ZEIGER on behalf of Plaintiff DESERT PALACE, INC.
2 KIRKLAND & ELLIS, LLP
3 300 N. LASALLE STREET
4 CHICAGO, IL 60654

5 JEFFREY JOHN ZEIGER on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
6 LLC
7 KIRKLAND & ELLIS, LLP
8 300 N. LASALLE STREET
9 CHICAGO, IL 60654

10 JEFFREY JOHN ZEIGER on behalf of Plaintiff PHWLTV, LLC
11 KIRKLAND & ELLIS, LLP
12 300 N. LASALLE STREET
13 CHICAGO, IL 60654

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EXHIBIT L



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

* * * * *

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWLTV,
LLC; BOARDWALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,

Plaintiffs,

vs.

LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; MOTI PARTNERS, LLC; MOTI)
PARTNER 16 LLC; TPOV ENTERPRISES,
LLC; TPOV ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,

Defendants.

Adv. Proceeding No.: 17-01238-LED

Date: December 4, 2017
Time: 1:30 p.m.

ORDER DENYING MOTION TO TRANSFER¹

On November 6, 2017, and December 4, 2017, the court held hearings on the “Motion to Transfer Venue of Claims Against LLTQ/FERG Defendants” (AECF No. 8) (the “Motion to Transfer”) filed by LLTQ Enterprises 16, LLC, LLTQ Enterprises, LLC, FERG 16, LLC, and FERG, LLC. Appearances were noted on the record.

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court.

1 Based upon the court's Findings of Fact and Conclusions of Law and Order Granting
2 Motion to Remand entered contemporaneously with this Order;

3 IT IS HEREBY ORDERED that the Motion to Transfer is **denied as moot**.

4 IT IS SO ORDERED.

5 Copies sent via BNC to:

6 STEVEN B CHAIKEN on behalf of Defendant FERG 16 LLC
7 ADELMAN & GETTLEMAN, LTD
8 53 W JACKSON BLVD, SUITE 1050
9 CHICAGO, IL 60604

10 STEVEN B CHAIKEN on behalf of Defendant FERG, LLC
11 ADELMAN & GETTLEMAN, LTD
12 53 W JACKSON BLVD, SUITE 1050
13 CHICAGO, IL 60604

14 STEVEN B CHAIKEN on behalf of Defendant LLTQ ENTERPRISES 16, LLC
15 ADELMAN & GETTLEMAN, LTD
16 53 W JACKSON BLVD, SUITE 1050
17 CHICAGO, IL 60604

18 STEVEN B CHAIKEN on behalf of Defendant LLTQ ENTERPRISES, LLC
19 ADELMAN & GETTLEMAN, LTD
20 53 W JACKSON BLVD, SUITE 1050
21 CHICAGO, IL 60604

22 M. MAGALI MERCERA on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
23 PISANELLI BICE PLLC
24 400 SO 7TH ST, STE 300
25 LAS VEGAS, NV 89101

26 M. MAGALI MERCERA on behalf of Plaintiff DESERT PALACE, INC.
PISANELLI BICE PLLC
400 SO 7TH ST, STE 300
LAS VEGAS, NV 89101

M. MAGALI MERCERA on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
LLC
PISANELLI BICE PLLC
400 SO 7TH ST, STE 300
LAS VEGAS, NV 89101

1 M. MAGALI MERCERA on behalf of Plaintiff PHWLTV, LLC
PISANELLI BICE PLLC
2 400 SO 7TH ST, STE 300
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3

4 NATHAN Q RUGG on behalf of Defendant FERG 16 LLC
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5 53 W JACKSON BLVD, SUITE 1050
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6

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8 53 W JACKSON BLVD, SUITE 1050
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9 NATHAN Q RUGG on behalf of Defendant LLTQ ENTERPRISES 16, LLC
ADELMAN & GETTLEMAN, LTD
10 53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604
11

12 NATHAN Q RUGG on behalf of Defendant LLTQ ENTERPRISES, LLC
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13 53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604

14 BRITTNIE WATKINS on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
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17 BRITTNIE WATKINS on behalf of Plaintiff DESERT PALACE, INC.
PISANELLI BICE PLLC
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LAS VEGAS, NV 89101
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20 BRITTNIE WATKINS on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY, LLC
PISANELLI BICE PLLC
21 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101

22 BRITTNIE WATKINS on behalf of Plaintiff PHWLTV, LLC
PISANELLI BICE PLLC
23 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101
24

25 JEFFREY JOHN ZEIGER on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
KIRKLAND & ELLIS, LLP
26 300 N. LASALLE STREET
CHICAGO, IL 60654

1 JEFFREY JOHN ZEIGER on behalf of Plaintiff DESERT PALACE, INC.
2 KIRKLAND & ELLIS, LLP
3 300 N. LASALLE STREET
4 CHICAGO, IL 60654

5 JEFFREY JOHN ZEIGER on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
6 LLC
7 KIRKLAND & ELLIS, LLP
8 300 N. LASALLE STREET
9 CHICAGO, IL 60654

10 JEFFREY JOHN ZEIGER on behalf of Plaintiff PHWLTV, LLC
11 KIRKLAND & ELLIS, LLP
12 300 N. LASALLE STREET
13 CHICAGO, IL 60654

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EXHIBIT M

DANIEL R. MCNUTT (SBN 7815)
 MATTHEW C. WOLF (SBN 10801)
 MCNUTT LAW FIRM, P.C.
 625 South Eighth Street
 Las Vegas, Nevada 89101
 Tel. (702) 384-1170 / Fax. (702) 384-5529

NATHAN Q. RUGG*
 STEVEN B. CHAIKEN*
 Admitted *Pro Hac Vice*
 ADELMAN & GETTLEMAN, LTD.
 53 West Jackson Boulevard, Suite 1050
 Chicago, IL 60604
 Tel. (312) 435-1050 / Fax. (312) 435-1059

Attorney for Defendants:
 LLTQ ENTERPRISES, LLC;
 LLTQ ENTERPRISES 16, LLC;
 FERG, LLC; FERG 16, LLC,
 MOTI PARTNERS, LLC; MOTI
 PARTNERS 16, LLC

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

IN RE:

Adv. No.: 17-01237-led

Debtor(s)

NOTICE OF APPEAL

DESERT PALACE, INC., *et al.*,

Plaintiffs,

v.

MOTI PARTNERS, LLC, *et al.*

Defendants.

Pursuant to Fed. R. Bankr. P. 8003, MOTI PARTNERS, LLC and MOTI PARTNERS 16, LLC, hereby appeal under 28 U.S.C. § 158(a) from that certain *Order Granting Motion to Remand* [Dkt. No. 70] and that certain *Order Denying Motion to Transfer* [Dkt. No. 69] of the Honorable Laurel E. Davis, Bankruptcy Judge, entered on December 14, 2017, along with the underlying *Findings of Fact and Conclusions of Law* [Dkt. No. 68] also entered on December 14,

2017. True and correct copies of the foregoing orders are attached hereto as Group Exhibit A and incorporated by reference.

Part 1: Identify the appellant(s)

1. Name(s) of appellant(s):

MOTI PARTNERS, LLC, and MOTI PARTNERS 16, LLC

2. Position of appellant(s) in the adversary proceeding or bankruptcy case that is the subject of this appeal:

For appeals in an adversary proceeding.

☐ Plaintiff

☒ Defendant

☐ Other (describe) _____

For appeals in a bankruptcy case and not in an adversary proceeding.

☐ Debtor

☐ Creditor

☐ Trustee

☐ Other (describe) _____

Part 2: Identify the subject of this appeal

1. Describe the judgment, order, or decree appealed from: Order Granting Motion to Remand [Dkt. No. 70] and Order Denying Motion to Transfer [Dkt. No. 69] along with the underlying Findings of Fact and Conclusions of Law [Dkt. No. 68] thereto.

2. State the date on which the judgment, order, or decree was entered: December 14, 2017

Part 3: Identify the other parties to the appeal

List the names of all parties to the judgment, order, or decree appealed from and the names, addresses, and telephone numbers of their attorneys (attach additional pages if necessary):

1. Party: Desert Palace, Inc.

Attorney: M. MAGALI MERCERA
JAMES J. PISANELLI
DEBRA L. SPINELLI
BRITTNIE WATKINS
PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
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Phone: (702) 214-2100
mmm@pisanellibice.com
lit@pisanellibice.com
btw@pisanellibice.com

JEFFREY JOHN ZEIGER
KIRKLAND & ELLIS, LLP
300 N. LASALLE STREET
CHICAGO, IL 60654
Phone: (312) 862-3237
Jeffrey.zeiger@kirkland.com

2. Party: Paris Las Vegas Operating
Company, LLC

Attorney: M. MAGALI MERCERA
JAMES J. PISANELLI
DEBRA L. SPINELLI
BRITTNIE WATKINS
PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NV 89101
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lit@pisanellibice.com
btw@pisanellibice.com

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300 N. LASALLE STREET
CHICAGO, IL 60654
Phone: (312) 862-3237
Jeffrey.zeiger@kirkland.com

1 3. Party: PHWLV, LLC

Attorney: M. MAGALI MERCERA
JAMES J. PISANELLI
DEBRA L. SPINELLI
BRITTNIE WATKINS
PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
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CHICAGO, IL 60654
Phone: (312) 862-3237
Jeffrey.zeiger@kirkland.com

11 4. Party: Boardwalk Regency
12 Corporation d/b/a Caesars
13 Atlantic City

Attorney: M. MAGALI MERCERA
JAMES J. PISANELLI
DEBRA L. SPINELLI
BRITTNIE WATKINS
PISANELLI BICE PLLC
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300 N. LASALLE STREET
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Phone: (312) 862-3237
Jeffrey.zeiger@kirkland.com

22 5. Party: Rowen Seibel

Attorney: No attorney of record

1 6. Party: LLTQ Enterprises, LLC

Attorney: DANIEL R. MCNUTT
MATTHEW C. WOLF
MCNUTT LAW FIRM, P.C.
625 South Eighth Street
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Phone: (312) 435-1050
sbc@ag-ltd.com
nqr@ag-ltd.com

10 7. Party: LLTQ ENTERPRISES 16,
11 LLC

Attorney: DANIEL R. MCNUTT
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12. Party: DNT Acquisition, LLC

Attorney: No attorney of record

13. Party: GR Burgr, LLC

Attorney: No attorney of record

14. Party: J. Jeffrey Frederick

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Part 4: Optional election to have appeal heard by District Court (applicable only in certain districts)

If a Bankruptcy Appellate Panel is available in this judicial district, the Bankruptcy Appellate Panel will hear this appeal unless, pursuant to 28 U.S.C. § 158(c)(1), a party elects to have the appeal heard by the United States District Court. If an appellant filing this notice wishes to have the appeal heard by the United States District Court, check below. Do not check the box if the appellant wishes the Bankruptcy Appellate Panel to hear the appeal.

☐ Appellant(s) elect to have the appeal heard by the United States District Court rather than by the Bankruptcy Appellate Panel.

Part 5: Sign below

DATED December 28, 2017.

MCNUTT LAW FIRM, P.C.

/s/ Dan McNutt

DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
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and

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 28, 2017, I caused service of the foregoing **NOTICE OF APPEAL** via electronic mail through the United States Bankruptcy Court's CM/ECF system on all interested parties in the above-referenced matter. The following parties were served by U.S. Mail, postage fully pre-paid:

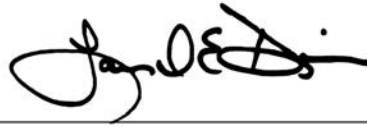
- Rowen Seibel, 200 Central Park South, Unit 19E, New York, NY 10019
- GR Burgr, LLC, through its registered agent, United Corporation Services, Inc.,
874 Walker Rd, Ste C, Dover, DE 19904
- DNT Acquisition, LLC, through its registered agent, the Corporation Trust
Company, Corporation Trust Center 1209 Orange St., Wilmington, DE 19801

Signed on: 12/28/2017

Daniel R. McNutt
(Name of Declarant)

/s/ Dan McNutt
(Signature of Declarant)

Exhibit A



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWLV,
LLC; BOARD WALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,)

Plaintiffs,)

vs.)

MOTI PARTNERS, LLC; MOTI PARTNER)
16, LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; TPOV ENTERPRISES, LLC; TPOV)
ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,)

Defendants.)

Adv. Proceeding No.: 17-01237-LED

Date: December 4, 2017
Time: 1:30 p.m.

FINDINGS OF FACT AND CONCLUSIONS OF LAW¹

On December 4, 2017, the court held a combined hearing on the “Motion to Transfer Venue for Claims against MOTI Defendants” (AECF No. 9) (the “Motion to Transfer Venue”)

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court. All references to “ECF No.” are to the numbers assigned to the documents filed in the bankruptcy proceeding as they appear on the docket maintained by the Clerk of Court of the United States Bankruptcy Court for the Northern District of Illinois in Case No. 15-01145. All references to “FRBP” are to the Federal Rules of Bankruptcy Procedure. All references to “FRCP” are to the Federal Rules of Civil Procedure.

1 and “Plaintiffs’ Amended Motion to Remand” (AECF No. 34) (the “Amended Motion to
2 Remand”). Appearances were noted on the record.

3 The court has considered the pleadings, arguments of counsel, the case law and
4 statutes applicable to this matter, and the court takes judicial notice of the pleadings filed in
5 the Caesars Bankruptcy Case (defined below) pursuant to Federal Rules of Evidence
6 201(b). In accordance with FRCP 52, made applicable to adversary proceedings by FRBP
7 7052, the court makes the following findings of fact and conclusions of law. Any finding of
8 fact that should be a conclusion of law is deemed a conclusion of law; any conclusion of
9 law that should be a finding of fact is deemed a finding of fact.

10 FINDINGS OF FACT

11 1. In 2009, Desert Palace, Inc. (“Desert Palace”) and MOTI Partners, LLC
12 entered into an agreement relating to the development and operation of a Las Vegas
13 restaurant (the “MOTI Agreement”). (AECF No. 1 at ¶ 2; see also AECF No. 1-1 at ¶ 14).

14 2. On January 15, 2015, Desert Palace filed a voluntary chapter 11 petition with
15 the Bankruptcy Court for the Northern District of Illinois (the “Illinois Bankruptcy Court”)
16 as Case No. 15-01167. On that same day, the Illinois Bankruptcy Court entered an order
17 directing joint administration of Desert Palace’s chapter 11 case, among others, with the
18 lead chapter 11 case filed by Caesars Entertainment Operating Company, Inc. as Case No.
19 15-01145 (the “Caesars Bankruptcy Case”). (ECF No. 43).

20 3. On September 2, 2016, Desert Palace sent MOTI Partners, LLC a letter
21 terminating the MOTI Agreement. (AECF No. 1 at ¶ 6; AECF No. 1-1 at ¶ 110).

22 4. On November 30, 2016, MOTI Partners, LLC and MOTI Partners, 16, LLC
23 (collectively, “MOTI”) filed a “Request for Payment of Administrative Expense” in the
24 Caesars Bankruptcy Case relating to the termination of the MOTI Agreement (the “MOTI
25 Administrative Expense Claim”). (ECF No. 5862). The MOTI Administrative Expense
26 Claim remains pending before the Illinois Bankruptcy Court.

1 5. On January 17, 2017, the Illinois Bankruptcy Court entered an order (the
2 “Confirmation Order”) in the Caesars Bankruptcy Case confirming the Third Amended
3 Joint Plan of Reorganization (the “Confirmed Plan”). (ECF No. 6334).

4 6. On August 25, 2017, Desert Palace, Paris Las Vegas Operating Company,
5 LLC, PHWLTV, LLC, and Boardwalk Regency Corporation d/b/a Caesars Atlantic City
6 (collectively, the “Plaintiffs”) filed a Complaint in the District Court for Clark County,
7 Nevada (the “State Court”) as Case No. A-17-760537-B (the “State Court Case”) against
8 Rowen Seibel, J. Jeffrey Frederick, LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC
9 (together with LLTQ Enterprises, LLC, “LLTQ”), FERG, LLC, FERG 16, LLC (together
10 with FERG, LLC, “FERG”), MOTI, TPOV Enterprises, LLC, TPOV Enterprises 16, LLC
11 (together with TPOV Enterprises, LLC, “TPOV”), DNT Acquisition, LLC (“DNT”), and
12 GR Burgr, LLC (“GRB,” and collectively with Rowen Seibel, J. Jeffrey Frederick, LLTQ,
13 FERG, MOTI, TPOV, and DNT, the “Defendants”). (AECF No. 1 at Ex. A).

14 7. The Complaint alleges three causes of action (the “Removed Claims”)
15 seeking declaratory judgments relating to contracts, including the MOTI Agreement
16 (collectively, the “Seibel Agreements”),² entered into by and among Plaintiffs and the
17 Defendants.

18 8. Count I of the Complaint seeks a “Declaratory Judgment Against All
19 Defendants Declaring That Caesars Properly Terminated All of the Seibel Agreements.”

20 9. Count II of the Complaint seeks a “Declaratory Judgment Against All
21 Defendants Declaring That Caesars Does Not Have Any Current or Future Obligations to
22 Defendants Under the Seibel Agreements.”

26 ² The Complaint defines the contracts as the “Seibel Agreements.”

1 10. Count III of the Complaint seeks a “Declaratory Judgment Against All
2 Defendants Declaring that the Seibel Agreements Do Not Prohibit or Limit Existing or
3 Future Restaurant Ventures Between Caesars and Gordon Ramsay.”

4 11. On September 27, 2017,³ MOTI removed the State Court Case to this court
5 pursuant to 28 U.S.C. §§ 1452(a) and 1334(b) and FRBP 9027.⁴ (AECF No. 1). MOTI
6 argues that the issues made the subject of the Removed Claims are subsumed within the
7 MOTI Administrative Expense Claim currently pending in the Caesars Bankruptcy Case.

8 12. On October 2, 2017, MOTI filed a Motion to Transfer Venue, pursuant to
9 which MOTI seeks to transfer the Removed Claims to the Illinois Bankruptcy Court.

10 13. On October 6, 2017, the effective date of the Confirmed Plan occurred. (ECF
11 No. 7482).

12 14. On October 23, 2017, Plaintiffs filed an objection to the Motion to Transfer
13 Venue (AECF No. 29)⁵ and a Motion to Remand (AECF No. 30), pursuant to which
14 Plaintiffs seek to remand the Removed Claims back to the State Court.

15 15. On October 24, 2017, Plaintiffs filed their Amended Motion to Remand.

16 16. On October 24, 2017, the Plaintiffs and some of the Defendants, including
17 MOTI, filed a Stipulation to remand certain parties and claims back to the State Court (the
18 “Stipulation”). (AECF No. 35).

21 ³ On September 27, 2017, LLTQ and FERG filed a second Notice of Removal with this
22 court as Case No. 17-01238-LED. The court will address similar motions for removal and/or
23 transfer filed in that adversary proceeding by separate findings of fact and conclusions of law
entered therein.

24 ⁴ Plaintiffs have not contested the timeliness of MOTI’s removal.

25 ⁵ On October 18, 2017, J. Jeffrey Frederick also filed a limited objection to the Motion to
26 Transfer Venue (AECF No. 28), which has since been resolved and is not currently before the
court.

18. On November 2, 2017, the court entered an “Order Approving Stipulation to Remand Certain Claims,” pursuant to which the court remanded back to the State Court “[a]ll claims and counts asserted against TPOV, DNT, GRB, Rowen Seibel, and J. Jeffrey Frederick; and the claims asserted against LLTQ and FERG in Count I.” (AECF No. 39 at p. 2, ¶ 1). At the December 4 hearing, MOTI’s counsel clarified that the Count I claim as to MOTI was not remanded and remains with this court.⁶

19. On November 7, 2017, LLTQ, FERG, and MOTI (collectively, the “Objectors”)⁷ filed a joint objection to the Amended Motion to Remand. (AECF No. 47).

20. On November 17, 2017, Plaintiffs filed their reply in support of the Amended Motion to Remand. (AECF No. 58).

21. At the court’s request, on November 28, 2017, the Objectors filed a “Supplemental Brief in Support of Motions to Transfer” (AECF No. 64), and on November 30, 2017, the Plaintiffs filed a “Supplemental Brief Regarding Removal of Claims” (AECF No. 65).

CONCLUSIONS OF LAW

Jurisdiction

A. The court has jurisdiction to enter final orders on the Amended Motion to Remand and Motion to Transfer Venue pursuant to 28 U.S.C. §§ 1412, 1447 and 1452 and FRBP 7087 and 9027. Neither party has argued to the contrary. See Citicorp Sav. of Ill. v. Chapman (In re Chapman), 132 B.R. 153, 160-61 (Bankr. N.D. Ill. 1991) (recognizing the

⁶ Counts II and III are asserted against, among other parties, LLTQ and FERG, and not MOTL.

⁷ The Objectors filed a joint objection because “[t]he Remand Motions filed in these two adversary proceedings are identical to one another” (AECF No. 47 at p. 2, n.1).

1 split in the case law but concluding that the bankruptcy court had authority to enter a final
2 order on a motion to remand).

3 B. “[A] bankruptcy court’s post-confirmation ‘related to’ jurisdiction is
4 substantially more limited than its pre-confirmation jurisdiction” Montana v. Goldin
5 (In re Pegasus Gold Corp.), 394 F.3d 1189, 1191 (9th Cir. 2005). “[T]he essential inquiry
6 appears to be whether there is a close nexus to the bankruptcy plan or proceeding sufficient
7 to uphold bankruptcy court jurisdiction over the matter[.]” and “matters affecting ‘the
8 interpretation, implementation, consummation, execution, or administration of the
9 confirmed plan will typically have the requisite close nexus.” Id. at 1194 (quoting Binder
10 v. Price Waterhouse & Co., LLP (In re Resorts Int’l, Inc.), 372 F.3d 154, 166-67 (3d Cir.
11 2004)).

12 C. Count I seeks a declaration regarding Desert Palace’s right to terminate the
13 MOTI Agreement based upon Nevada state law, a fact that MOTI concedes. MOTI
14 nevertheless argues that the “unique circumstances” of the Caesars Bankruptcy Case require
15 some different conclusion. (See AECF No. 47 at p. 6). The court disagrees.

16 D. The disclosure statement approved in the Caesars Bankruptcy Case listed an
17 estimated 1,800 administrative claims that are provided for by either payment in full or
18 other resolution during the post-confirmation period. (ECF No. 4220-1 at p. 105). Any
19 state law issue arising in Count I is distinct from the MOTI Administrative Expense Claim.
20 And, MOTI’s counsel conceded during the December 4 hearing that Count I is a nullity
21 because Desert Palace had the right to terminate the MOTI Agreement for any reason.
22 Consequently, the determination of Count I in the State Court Case will not affect the
23 interpretation, implementation, consummation, execution, or administration of the
24 Confirmed Plan.

25 E. Language in the Confirmed Plan providing for the Illinois Bankruptcy Court’s
26 retention of jurisdiction over administrative claims does not alter this conclusion, as the

1 court's subject matter jurisdiction may not be conferred by the parties' consent with respect
 2 to state law contract claims that do not satisfy the "close nexus" test regarding post-
 3 confirmation jurisdiction. Go Global, Inc. v. Rogich (In re Go Global, Inc.), 2016 WL
 4 6901265, at *7 (B.A.P. 9th Cir. Nov. 22, 2016) (citing In re Resorts Int'l, Inc., 372 F.3d at
 5 161) ("[T]o the extent the plan could be construed as reserving jurisdiction to the
 6 bankruptcy court to adjudicate that claim, such a reservation would be, by itself,
 7 ineffective.").

8 F. Because this court finds and concludes that there is a not a sufficiently "close
 9 nexus" between Count I and the Caesars Bankruptcy Case, the court does not reach the
 10 question of supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

11 G. For all of these reasons, the court lacks jurisdiction over Count I, which shall
 12 be remanded back to the State Court.

13 **Remand of Claims**

14 H. Even if the court has jurisdiction over Count I, the court exercises its
 15 discretion to remand Count I back to the State Court. See Pac. Inv. Mgmt. Co., LLC v.
 16 OCP Opportunities Fund III, L.P. (In re Enron Corp.), 296 B.R. 505, 508 (C.D. Cal. 2003)
 17 (citing 28 U.S.C. § 1452(b)) ("Bankruptcy courts have broad discretion to remand cases
 18 over which they otherwise have jurisdiction on any equitable ground.").

19 I. Pursuant to 28 U.S.C. § 1452(a), a party is authorized to "remove any claim
 20 or cause of action in a civil action . . . to the district court for the district where such civil
 21 action is pending, if such district court has jurisdiction of such claim or cause of action
 22 under section 1334 of this title."

23 J. Pursuant to 28 U.S.C. § 1452(b), "[t]he court to which such claim or cause of
 24 action is removed may remand such claim or cause of action on any equitable ground."

25 K. "This 'any equitable ground' remand standard is an unusually broad grant of
 26 authority. It subsumes and reaches beyond all of the reasons for remand under

1 nonbankruptcy removal statutes.” McCarthy v. Prince (In re McCarthy), 230 B.R. 414, 417
 2 (B.A.P. 9th Cir. 1999). “At bottom, the question is committed to the sound discretion of the
 3 bankruptcy judge.” Id.

4 L. The court may consider 14 non-exclusive factors during its discretionary
 5 analysis. See Wood v. Bank of N.Y. (In re Wood), 2011 WL 7145617, at *8-9 (B.A.P. 9th
 6 Cir. Dec. 12, 2011). “[A]ny one of the relevant factors may provide a sufficient basis for
 7 equitable remand” Fenicle v. Boise Cascade Co., 2015 WL 5948168, at *6 (N.D. Cal.
 8 Oct. 13, 2015) (quotations and citations omitted).

9 M. The first factor involves “the effect or lack thereof on the efficient
 10 administration of the estate if the Court recommends [remand]” In re Wood, 2011 WL
 11 7145617, at *8. The court finds and concludes that remand will not affect the efficient
 12 administration of the Caesars Bankruptcy Case because any state law issue involving Count
 13 I is distinct from the MOTI Administrative Expense Claim, which is only one of an
 14 estimated 1,800 such claims that are provided for by the Confirmed Plan. Furthermore,
 15 MOTI’s counsel conceded during the December 4 hearing that Count I is a nullity because
 16 Desert Palace had the right to terminate the MOTI Agreement for any reason. See
 17 Christensen v. Tucson Estates, Inc. (In re Tucson Estates, Inc.), 912 F.2d 1162, 1169 (9th
 18 Cir. 1990) (finding that issues involving state law interpretation of a restrictive covenant’s
 19 reach “are distinct from the administration of the bankruptcy estate.”); In re Go Global, Inc.,
 20 2016 WL 6901265, at *7 (holding that the court lacked post-confirmation jurisdiction to
 21 decide a cause of action that was not discussed in the disclosure statement or confirmed
 22 plan); Machine Zone, Inc. v. Peak Web LLC (In re Peak Web LLC), 559 B.R. 738, 741-42
 23 (Bankr. D. Or. 2016) (finding that the first factor weighed in favor of remand because
 24 “reorganization is not dependent on resolution of the [removed] claims.”). See also RG
 25 Adding L.L.C. v. Carrier Mid-Atlantic HQ (In re Fedders N. Am., Inc.), 2009 WL 2151245,
 26 at *1-2 (Bankr. D. Del. July 17, 2009) (abstaining from deciding an action to collect a

1 receivable purchased during the bankruptcy case because, among other things, state law
 2 predominates and resolution of this action “will have no effect on the administration of the
 3 estate because the Debtor’s plan has been confirmed”); Sun Healthcare Group, Inc. v.
 4 Levin (In re Sun Healthcare Group, Inc.), 267 B.R. 673, 679 (Bankr. D. Del. 2000)
 5 (abstaining from hearing the debtor’s adversary proceeding involving breach of contract
 6 and tortious interference with business relations’ claims because, among other things, “there
 7 is no impact on the administration of the bankruptcy estate”).

8 N. The second factor involves the “extent to which state law issues predominate
 9 over bankruptcy issues” In re Wood, 2011 WL 7145617, at *9. As MOTI has
 10 acknowledged, the court finds and concludes that this factor strongly weighs in favor of
 11 remand because Count I involves a state law contract issue. See AECF No. 47 at p. 6
 12 (stating that the Removed Claims involve a “state law contract dispute”); see also In re
 13 Peak Web LLC, 559 B.R. at 742 (finding that the second factor weighed in favor of remand
 14 because state law issues predominate and “no bankruptcy issues . . . need to be determined
 15 before the case can be tried.”).

16 O. The third factor involves whether there are “difficult or unsettled [issues] of
 17 applicable law” In re Wood, 2011 WL 7145617, at *9. Although the parties did not
 18 argue this factor, MOTI’s counsel conceded that Desert Palace had the right to terminate the
 19 MOTI Agreement for any reason. In light of this concession, the court finds and concludes
 20 that this factor weighs in favor of remand.

21 P. The fourth factor involves the “presence of a related proceeding commenced
 22 in state court or other nonbankruptcy proceeding” Id. The State Court Case
 23 constitutes a related proceeding to which this court has already remanded certain claims and
 24 parties pursuant to the Stipulation. See Maya, LLC v. Cytodyn of N. Mexico, Inc. (In re
 25 Cytodyn of N. Mexico, Inc.), 374 B.R. 733, 739 (Bankr. C.D. Cal. 2007) (finding this factor
 26 weighed in favor of remand even though the state court case may have technically been

1 “extinguished” upon removal). Furthermore, after considering the pleadings and counsels’
2 arguments, the court is convinced that similar issues involving Nevada law permeate all of
3 the Removed Claims, as well as the claims that have already been remanded back to the
4 State Court. Indeed, Plaintiffs’ counsel represented to the court that all parties have agreed
5 that if the Removed Claims are remanded back to the State Court, then the State Court Case
6 will be consolidated with another related Nevada state court matter pending before Judge
7 Joe Hardy as Case No. A-17-751759-B.⁸ For all of these reasons, the court finds and
8 concludes that this factor weighs in favor of remand.

9 Q. The fifth factor involves the “jurisdictional basis, if any, other than § 1334 . . .
10 .” In re Wood, 2011 WL 7145617, at *9. MOTI does not argue that any jurisdictional basis
11 exists other than 28 U.S.C. § 1334. Therefore, the court finds and concludes that this factor
12 weighs in favor of remand.

13 R. The sixth factor involves the “degree of relatedness or remoteness of [the]
14 proceeding to [the] main bankruptcy case” Id. MOTI argues that overlapping facts
15 exist in the Caesars Bankruptcy Case relating to the MOTI Administrative Expense Claim.
16 Plaintiffs indirectly refute this, arguing, among other things, that Count I is not “related to”
17 the interpretation or enforcement of the Confirmed Plan in the Caesars Bankruptcy Case.
18 The court agrees. Claims objections routinely require a bankruptcy court’s interpretation of
19 state law issues, and the existence of overlapping facts does not, standing alone, convert
20 purely state law claims to a bankruptcy matter that must be decided by a bankruptcy court.
21 See Butner v. U.S., 440 U.S. 48, 54 (1979) (“Congress has generally left the determination
22 of property rights in the assets of a bankruptcy’s estate to state law.”). Consequently, the
23 court finds and concludes that this factor weighs in favor of remand.

24
25 ⁸ Also raising similar issues is a case pending in the U.S. District Court for the District of
26 Nevada, entitled *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC, et al.*, Case
No. 2:17-CV-00346-JCM-VCF.

1 S. The seventh factor involves “the substance rather than the form of an asserted
 2 core proceeding.” In re Wood, 2011 WL 7145617, at *9. MOTI argues that Count I is a
 3 core proceeding under 28 U.S.C. §§ 157(b)(2)(A) or 28 U.S.C. § 157(b)(2)(O) because it is
 4 “inextricably bound” with the MOTI Administrative Claim Expense Claim. See Honigman,
 5 Miller, Schwartz & Cohn v. Weitzman (In re Delorean Motor Co.), 155 B.R. 521, 525
 6 (B.A.P. 9th Cir. 1993) (“[A] proceeding will not be considered a core matter, even if it falls
 7 within the literal language of sections 157(b)(2)(A) or 157(b)(2)(O), if it is a state law claim
 8 that could exist outside of bankruptcy and is not inextricably bound to the claims allowance
 9 process or a right created by the Bankruptcy Code.”). Pursuant to the MOTI Administrative
 10 Expense Claim, MOTI seeks damages based on post-termination events. However, the only
 11 issue involved in Count I is Desert Palace’s right to terminate the MOTI Agreement under
 12 Nevada state law, an issue that MOTI’s counsel has conceded is no longer in dispute.
 13 Consequently, Count 1 is not “inextricably bound” to the administrative claims process
 14 pending before the Illinois Bankruptcy Court. Therefore, the court finds and concludes that
 15 this factor weighs in favor of remand.

16 T. The eighth factor relates to “the feasibility of severing state law claims from
 17 core bankruptcy matters to allow judgments to be entered in state court with enforcement
 18 left to the bankruptcy court” In re Wood, 2011 WL 7145617, at *9. The court finds
 19 and concludes that this factor weighs in favor of remand because any findings made by the
 20 State Court on Count I may, to the extent applicable, be utilized by the Illinois Bankruptcy
 21 Court with respect to the matters pending before it.

22 U. The ninth factor involves “the burden on the bankruptcy court’s docket”
 23 Id. Plaintiffs cite to a transcript from the Caesars Bankruptcy Case in which U.S.
 24 Bankruptcy Judge A. Benjamin Goldgar stated regarding another matter his preference for a
 25 state court to determine a state law issue. See Amended Motion to Remand at p. 14 and Ex.
 26 C. The parties also cite other statements by Judge Goldgar to the effect that particular

1 issues should be decided by the bankruptcy court. These comments by Judge Goldgar are
2 not consistent and therefore do not provide a basis upon which to make findings and
3 conclusions regarding this factor. As a result, the court finds and concludes that this factor
4 is neutral.

5 V. The tenth factor involves “the likelihood that the commencement of the
6 proceeding in bankruptcy court involves forum shopping by one of the parties” In re
7 Wood, 2011 WL 7145617, at *9. MOTI argues that Plaintiffs engaged in forum shopping
8 by filing the State Court Case after receiving unfavorable comments from Judge Goldgar.
9 This contention is not relevant to the tenth factor, which “addresses forum shopping in
10 connection with the initiation of the bankruptcy court proceeding” Kamana O’Kala
11 LLC v. Lite Solar, LLC, 2017 WL 1100568, at *7 (D. Or. Feb. 13, 2017). Even if it was
12 relevant, the “court determines that the evidence does not indicate that any party chose . . .
13 its respective forum in an attempt to abuse or manipulate the judicial process.” Torres v.
14 NE Opco, Inc. (In re NE Opco, Inc.), 2014 WL 4346080, at *3 (Bankr. C.D. Cal. Aug. 28,
15 2014). For these reasons, the court finds and concludes that this factor is neutral.

16 W. The eleventh factor involves “the existence of a right to a jury trial” In
17 re Wood, 2011 WL 7145617, at *9. MOTI states that no jury trial has been demanded, see
18 AECF No. 47 at p. 9. Plaintiffs do not refute this claim. For this reason, the court finds and
19 concludes that this factor weighs slightly against remand.

20 X. The twelfth factor involves “the presence in the proceeding of nondebtor
21 parties” In re Wood, 2011 WL 7145617, at *9. Desert Palace, as a reorganized
22 debtor, is a separate legal entity from the debtor that was involved in the Caesars
23 Bankruptcy Case. See Confirmed Plan at p. 71, Art. IV, § AA. Furthermore, two of the
24 plaintiffs and all the defendants in the State Court Case are non-debtors. As a result, the
25 court finds and concludes that this factor weighs in favor of remand.
26

Y. The thirteenth factor involves “comity” In re Wood, 2011 WL 7145617, at *9. “Comity dictates that [Nevada] courts should have the right to adjudicate the exclusively state law claims involving [Nevada]-centric plaintiffs⁹ and [Nevada]-centric transactions.” Pac. Inv. Mgmt. Co., LLC v. OCP Opportunities Fund III, L.P. (In re Enron Corp.), 296 B.R. 505, 509 (C.D. Cal. 2003). See also Kamana O’Kala, LLC, 2017 WL 1100568, at *7 (finding the thirteenth factor weighed “heavily” in favor of remand “because Kamana’s claims arise out of Oregon law, and because Kamana selected the [applicable state] court as the forum for litigation of its claims.”); In re NE Opco, Inc., 2014 WL 4346080, at *3 (finding the same “because California courts have an interest in adjudicating Plaintiff’s California state law claims.”); Brincko v. Rio Props., Inc. (In re Nat’l Consumer Mortg.), 2010 WL 2384217, at *4 (C.D. Cal. June 10, 2010) (transferring venue from the California bankruptcy court to Nevada because, among other reasons, “Nevada has an interest in having the controversy decided within its borders.”). For these reasons, the court finds and concludes that this factor weighs strongly in favor of remand.

Z. The fourteenth factor involves “the possibility of prejudice to other parties in the action” In re Wood, 2011 WL 7145617, at *9. Plaintiffs’ counsel argued that overlapping facts exist regarding “suitability” provisions in the Seibel Agreements and the scope of restrictive covenants. Absent a single forum to decide these issues, Plaintiffs contend that the risk of inconsistent decisions by different courts constitutes prejudice. The court agrees. See W. Helicopters, Inc. v. Hiller Aviation, Inc., 97 B.R. 1, 7 (E.D. Cal. 1988) (“In addition to the unnecessary expense and expenditure of duplicative judicial resources, bifurcating this civil claim creates the real danger of inconsistent results. Such a risk should be avoided if there are no countervailing benefits.”). Finally, the State Court

⁹ According to the Complaint, Boardwalk Regency Corporation d/b/a Caesars Atlantic City LLC is the only Plaintiff that is not incorporated in Nevada. (See AECF No. 1-1 at ¶¶ 9-12).

1 Case involves two non-debtor plaintiffs and 12 non-debtor defendants. For these reasons,
2 the court finds and concludes that this factor strongly weighs in favor of remand.

3 AA. In summation, factors 1-8 and 12-14 weigh in favor of remand, factor 11
4 weighs slightly against remand, and factors 9-10 are neutral. The court finds and concludes
5 that the 11 factors in favor of remand substantially outweigh the one factor weighing
6 slightly against remand. The court therefore grants the Amended Motion to Remand and
7 remands Count I back to the State Court. The Motion to Transfer is therefore denied as
8 moot.

9 CONCLUSION

10 Pursuant to FRBP 9021, the court will enter separate orders and judgments
11 consistent with these Findings of Fact and Conclusions of Law.

12 IT IS SO ORDERED.

13 Copies sent via BNC to:

14 STEVEN B CHAIKEN on behalf of Defendant MOTI PARTNER 16, LLC
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Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWLV,
LLC; BOARD WALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,)

Plaintiffs,)

vs.)

MOTI PARTNERS, LLC; MOTI PARTNER)
16, LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; TPOV ENTERPRISES, LLC; TPOV)
ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,)

Defendants.)

Adv. Proceeding No.: 17-01237-LED

Date: December 4, 2017
Time: 1:30 p.m.

ORDER DENYING MOTION TO TRANSFER¹

On November 6 and December 4, 2017, the court held hearings on the “Motion to Transfer Venue for Claims Against MOTI Defendants” (AECF No. 9) (the “Motion to Transfer”) filed by MOTI Partners, LLC and MOTI Partners 16, LLC. Appearances were noted on the record.

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court.

1 Based upon the court's Findings of Fact and Conclusions of Law and Order Granting
2 Motion to Remand entered contemporaneously with this Order;

3 IT IS HEREBY ORDERED that the Motion to Transfer is **denied as moot**.

4 IT IS SO ORDERED.

5 Copies sent via BNC to:

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Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWL, V.)
LLC; BOARD WALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,)

Plaintiffs,)

vs.)

MOTI PARTNERS, LLC; MOTI PARTNER)
16, LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; TPOV ENTERPRISES, LLC; TPOV)
ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,)

Defendants.)

Adv. Proceeding No.: 17-01237-LED

Date: December 4, 2017
Time: 1:30 p.m.

ORDER GRANTING MOTION TO REMAND¹

On December 4, 2017, the court held a hearing on “Plaintiffs’ Amended Motion to Remand” (AECF No. 34) (the “Amended Motion to Remand”). Appearances were noted on the record.

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court.

1 Based upon the court's Findings of Fact and Conclusions of Law entered
2 contemporaneously with this Order;

3 IT IS HEREBY ORDERED that the Amended Motion to Remand is **granted**, and this
4 matter shall be remanded to the Eighth Judicial District Court, Clark County, Nevada.

5 IT IS SO ORDERED.

6 Copies sent via BNC to:

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3 JEFFREY JOHN ZEIGER on behalf of Plaintiff PHWLTV, LLC
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#

EXHIBIT N

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Attorney for Defendants:
 LLTQ ENTERPRISES, LLC;
 LLTQ ENTERPRISES 16, LLC;
 FERG, LLC; FERG 16, LLC,
 MOTI PARTNERS, LLC; MOTI
 PARTNERS 16, LLC

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

IN RE:

Adv. No.: 17-01238-led

Debtor(s)

NOTICE OF APPEAL

DESERT PALACE, INC., *et al.*,

Plaintiffs,

v.

LLTQ, ENTERPRISES, LLC, *et al.*

Defendants.

Defendants LLTQ ENTERPRISES 16, LLC (“LLTQ 16”), LLTQ ENTERPRISES, LLC (“Pursuant to Fed. R. Bankr. P. 8003, LLTQ ENTERPRISES 16, LLC, LLTQ ENTERPRISES, LLC, FERG 16, LLC, and FERG, LLC, hereby appeal under 28 U.S.C. § 158(a) from that certain *Order Granting Motion to Remand* [Dkt. No. 72] and that certain *Order Denying Motion to Transfer* [Dkt. No. 74] of the Honorable Laurel E. Davis, Bankruptcy Judge, entered on

December 14, 2017, along with the underlying *Findings of Fact and Conclusions of Law* [Dkt. No. 70] also entered on December 14, 2017. True and correct copies of the foregoing orders are attached hereto as Group Exhibit A and incorporated by reference.

Part 1: Identify the appellant(s)

1. Name(s) of appellant(s):

LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG, LLC, and FERG 16, LLC

2. Position of appellant(s) in the adversary proceeding or bankruptcy case that is the subject of this appeal:

For appeals in an adversary proceeding.

☐ Plaintiff

☒ Defendant

☐ Other (describe) _____

For appeals in a bankruptcy case and not in an adversary proceeding.

☐ Debtor

☐ Creditor

☐ Trustee

☐ Other (describe) _____

Part 2: Identify the subject of this appeal

1. Describe the judgment, order, or decree appealed from: Order Granting Motion to Remand [Dkt. No. 72] and Order Denying Motion to Transfer [Dkt. No. 74] along with the underlying Findings of Fact and Conclusions of Law [Dkt. No. 70] thereto.

2. State the date on which the judgment, order, or decree was entered: December 14, 2017

Part 3: Identify the other parties to the appeal

List the names of all parties to the judgment, order, or decree appealed from and the names, addresses, and telephone numbers of their attorneys (attach additional pages if necessary):

1. Party: Desert Palace, Inc.

Attorney: M. MAGALI MERCERA
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2. Party: Paris Las Vegas Operating
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1 3. Party: PHWLV, LLC

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11 4. Party: Boardwalk Regency
12 Corporation d/b/a Caesars
13 Atlantic City

Attorney: M. MAGALI MERCERA
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22 5. Party: Rowen Seibel

Attorney: No attorney of record

1 6. Party: MOTI Partners, LLC

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10 7. Party: MOTI Partners 16, LLC

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20 8. Party: TPOV Enterprises, LLC

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24 9. Party: TPOV Enterprises 16, LLC

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10. Party: DNT Acquisition, LLC

Attorney: No attorney of record

11. Party: GR Burgr, LLC

Attorney: No attorney of record

12. Party: J. Jeffrey Frederick

Attorney: ROBERT ATKINSON
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Part 4: Optional election to have appeal heard by District Court (applicable only in certain districts)

If a Bankruptcy Appellate Panel is available in this judicial district, the Bankruptcy Appellate Panel will hear this appeal unless, pursuant to 28 U.S.C. § 158(c)(1), a party elects to have the appeal heard by the United States District Court. If an appellant filing this notice wishes to have the appeal heard by the United States District Court, check below. Do not check the box if the appellant wishes the Bankruptcy Appellate Panel to hear the appeal.

☐ Appellant(s) elect to have the appeal heard by the United States District Court rather than by the Bankruptcy Appellate Panel.

Part 5: Sign below

DATED December 28, 2017.

MCNUTT LAW FIRM, P.C.

/s/ Dan McNutt

DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
625 South Eighth Street
Las Vegas, Nevada

and

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STEVEN B. CHAIKEN*
**Admitted *Pro Hac Vice*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 28, 2017, I caused service of the foregoing **NOTICE OF APPEAL** via electronic mail through the United States Bankruptcy Court's CM/ECF system on all interested parties in the above-referenced matter. The following parties were served by U.S. Mail, postage fully pre-paid:

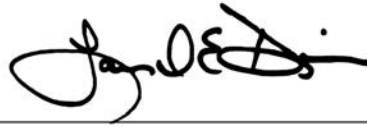
- Rowen Seibel, 200 Central Park South, Unit 19E, New York, NY 10019
- GR Burgr, LLC, through its registered agent, United Corporation Services, Inc.,
874 Walker Rd, Ste C, Dover, DE 19904
- DNT Acquisition, LLC, through its registered agent, the Corporation Trust
Company, Corporation Trust Center 1209 Orange St., Wilmington, DE 19801

Signed on: 12/28/2017

Daniel R. McNutt
(Name of Declarant)

/s/ Dan McNutt
(Signature of Declarant)

Exhibit A



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

* * * * *

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWL, V.)
LLC; BOARDWALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,)

Plaintiffs,)

vs.)

MOTI PARTNERS, LLC; MOTI PARTNER)
16, LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; TPOV ENTERPRISES, LLC; TPOV)
ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,)

Defendants.)

Adv. Proceeding No.: 17-01238-LED

Date: December 4, 2017
Time: 1:30 p.m.

FINDINGS OF FACT AND CONCLUSIONS OF LAW¹

On December 4, 2017, the court held a combined hearing on the “Motion to Transfer Venue of Claims against LLTQ/FERG Defendants” (AECF No. 8) (the “Motion to Transfer

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court. All references to “ECF No.” are to the numbers assigned to the documents filed in the bankruptcy proceeding as they appear on the docket maintained by the Clerk of Court of the United States Bankruptcy Court for the Northern District of Illinois in Case No. 15-01145. All references to “FRBP” are to the Federal Rules of Bankruptcy Procedure. All references to “FRCP” are to the Federal Rules of Civil Procedure.

Venue”) and “Plaintiffs’ Amended Motion to Remand” (AECF No. 43) (the “Amended Motion to Remand”). Appearances were noted on the record.

The court has considered the pleadings, arguments of counsel, the case law and statutes applicable to this matter, and the court takes judicial notice of the pleadings filed in the Caesars Bankruptcy Case (defined below) pursuant to Federal Rules of Evidence 201(b). In accordance with FRCP 52, made applicable to adversary proceedings by FRBP 7052, the court makes the following findings of fact and conclusions of law. Any finding of fact that should be a conclusion of law is deemed a conclusion of law; any conclusion of law that should be a finding of fact is deemed a finding of fact.

FINDINGS OF FACT

1. In April 2012, Desert Palace, Inc. (“Desert Palace”) and LLTQ Enterprises, LLC entered into a Development and Operation Agreement (the “LLTQ Agreement”). (See ECF No. 1755 at p. 4; ECF No. 1774 at p. 1, ¶ 1).

2. On May 16, 2014, Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“Boardwalk”) and FERG, LLC entered into a Consulting Agreement (the “FERG Agreement” and together with the LLTQ Agreement, the “LLTQ/FERG Agreements”). *Id.*

3. On January 15, 2015, Desert Palace and Boardwalk filed separate voluntary chapter 11 petitions with the U.S. Bankruptcy Court for the Northern District of Illinois (the “Illinois Bankruptcy Court”) as Case Nos. 15-01167 and 15-01151, respectively. On that same day, the Illinois Bankruptcy Court entered an order directing joint administration of the Removed Parties’ chapter 11 cases, among others, with the lead chapter 11 case filed by Caesars Entertainment Operating Company, Inc. as Case No. 15-01145 (the “Caesars Bankruptcy Case”). (ECF No. 43).

4. On June 8, 2015, the jointly administered debtors (the “Debtors”) filed “Debtors’ Fourth Omnibus Motion for the Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11, 2015” in the Caesars

1 Bankruptcy Case, pursuant to which the Debtors requested rejection of, in pertinent part, the
2 LLTQ/FERG Agreements (the “First Rejection Motion”). (ECF No. 1755) (emphasis in
3 original). The First Rejection Motion remains pending before the Illinois Bankruptcy
4 Court.

5 5. On November 4, 2015, LLTQ and FERG filed a “Request for Payment of
6 Administrative Expense” in the Caesars Bankruptcy Case relating to alleged post-petition
7 amounts owed by the Removed Parties under the LLTQ/FERG Agreements (the
8 “LLTQ/FERG Administrative Expense Claim”). (ECF No. 2531). The LLTQ/FERG
9 Administrative Expense Claim remains pending before the Illinois Bankruptcy Court.

10 6. On January 14, 2016, the Debtors filed “Debtors’ Motion for the Entry of an
11 Order Authorizing the Debtors to (A) Reject Certain Existing Restaurant Agreements and
12 (B) Enter into New Restaurant Agreements” in the Caesars Bankruptcy Case, pursuant to
13 which the Debtors seek to reject certain agreements entered into with celebrity chef Gordon
14 Ramsay and Gordon Ramsay Holdings Limited regarding, among other things, the
15 operation of Gordon Ramsay Pub & Grill restaurants at Caesars’ properties (the “Second
16 Rejection Motion” and together with the First Rejection Motion, the “Rejection Motions”).
17 (ECF No. 3000). In the Second Rejection Motion, the Debtors state that they “entered into
18 separate agreements with restaurateur Rowen Seibel and his affiliates, FERG, LLC and
19 LLTQ Enterprises, LLC . . . to obtain consulting services regarding employee staffing and
20 training, marketing, and various operational matters for the Ramsay Restaurants . . .” Id.
21 at p. 3, ¶ 3. The Debtors subsequently deemed the LLTQ/FERG Agreements no longer
22 beneficial to their business operations and seek, by the Second Rejection Motion, to reject
23 these affiliated agreements with Gordon Ramsay and enter into a new business relationship
24 with him without LLTQ’s and FERG’s involvement. The Second Rejection Motion
25 remains pending before the Illinois Bankruptcy Court.
26

1 7. On January 17, 2017, the Illinois Bankruptcy Court entered an order (the
2 “Confirmation Order”) in the Caesars Bankruptcy Case confirming the Third Amended
3 Joint Plan of Reorganization (the “Confirmed Plan”). (ECF No. 6334).

4 8. On August 25, 2017, Desert Palace, Paris Las Vegas Operating Company,
5 LLC, PHWLTV, LLC, and Boardwalk (collectively, the “Plaintiffs”) filed a Complaint in the
6 District Court for Clark County, Nevada (the “State Court”) as Case No. A-17-760537-B
7 (the “State Court Case”) against Rowen Seibel, J. Jeffrey Frederick, LLTQ Enterprises,
8 LLC, LLTQ Enterprises 16, LLC (together with LLTQ Enterprises, LLC, “LLTQ”),
9 FERG, LLC, FERG 16, LLC (together with FERG, LLC, “FERG”), MOTI Partners, LLC,
10 MOTI Partners 16, LLC (together with MOTI Partners, LLC, “MOTI”), TPOV Enterprises,
11 LLC, TPOV Enterprises 16, LLC (together with TPOV Enterprises, LLC, “TPOV”), DNT
12 Acquisition, LLC (“DNT”), and GR Burgr, LLC (“GRB,” and collectively with Rowen
13 Seibel, J. Jeffrey Frederick, LLTQ, FERG, MOTI, TPOV, and DNT, the “Defendants”).
14 (AECF No. 1 at Ex. A).

15 9. The Complaint alleges three causes of action (the “Removed Claims”)
16 seeking declaratory judgments relating to contracts, including the LLTQ/FERG Agreements
17 (collectively, the “Seibel Agreements”),² entered into by and among Plaintiffs and the
18 Defendants.

19 10. Count I of the Complaint seeks a “Declaratory Judgment Against All
20 Defendants Declaring That Caesars Properly Terminated All of the Seibel Agreements.”

21 11. Count II of the Complaint seeks a “Declaratory Judgment Against All
22 Defendants Declaring That Caesars Does Not Have Any Current or Future Obligations to
23 Defendants Under the Seibel Agreements.”

24
25
26 ² The Complaint defines the contracts as the “Seibel Agreements.”

1 12. Count III of the Complaint seeks a “Declaratory Judgment Against All
2 Defendants Declaring that the Seibel Agreements Do Not Prohibit or Limit Existing or
3 Future Restaurant Ventures Between Caesars and Gordon Ramsay.”

4 13. On September 27, 2017,³ LLTQ and FERG removed the State Court Case to
5 this court pursuant to 28 U.S.C. §§ 1452(a) and 1334(b) and FRBP 9027.⁴ (AECF No. 1).
6 LLTQ and FERG argue that the issues made the subject of the Removed Claims are
7 subsumed within the Rejection Motions and the LLTQ/FERG Administrative Expense
8 Claim currently pending in the Caesars Bankruptcy Case.

9 14. On October 2, 2017, LLTQ and FERG filed a Motion to Transfer Venue,
10 pursuant to which they seek to transfer the Removed Claims to the Illinois Bankruptcy
11 Court.

12 15. On October 6, 2017, the effective date of the Confirmed Plan occurred. (ECF
13 No. 7482).

14 16. On October 23, 2017, Plaintiffs filed an objection to the Motion to Transfer
15 Venue (AECF No. 37)⁵ and a Motion to Remand (AECF No. 38), pursuant to which
16 Plaintiffs seek to remand the Removed Claims back to the State Court.

17 17. On October 24, 2017, Plaintiffs filed an amended objection to the Motion to
18 Transfer Venue (AECF No. 42) and the Amended Motion to Remand.

19 18. On November 1, 2017, LLTQ and FERG filed a reply in support of their
20 Motion to Transfer Venue. (AECF No. 48).

21
22 ³ On September 27, 2017, MOTI filed a Notice of Removal with this court as Case No. 17-
23 01237-LED. The court will address similar motions for removal and/or transfer filed in that
adversary proceeding by separate findings of fact and conclusions of law entered therein.

24 ⁴ Plaintiffs have not contested the timeliness of the removal.

25 ⁵ On October 18, 2017, J. Jeffrey Frederick also filed a limited objection to the Motion to
26 Transfer Venue (AECF No. 36), which has since been resolved and is not currently before the
court.

20. On November 17, 2017, Plaintiffs filed their reply in support of the Amended Motion to Remand. (AECF No. 60).

21. On November 21, 2017, the Plaintiffs and certain of the Defendants, including LLTQ and FERG, filed a Stipulation to remand certain parties and claims back to the State Court (the “Stipulation”). (AECF No. 61). On that same day, the court entered an “Order Approving Stipulation to Remand Certain Claims,” pursuant to which the court remanded back to the State Court “[a]ll claims and counts asserted against TPOV, DNT, GRB, Rowen Seibel, and J. Jeffrey Frederick; and the claims asserted against LLTQ and FERG in Count I.” (AECF No. 62 at p. 2, ¶ 2). Pursuant to the court-approved Stipulation, only Counts II and III as to LLTQ and FERG remain pending before this court.

22. At the court’s request, on November 28, 2017, the Objectors filed a “Supplemental Brief in Support of Motions to Transfer” (AECF No. 66), and on November 30, 2017, the Plaintiffs filed a “Supplemental Brief Regarding Removal of Claims” (AECF No. 67).

22. At the court’s request, on November 28, 2017, the Objectors filed a “Supplemental Brief in Support of Motions to Transfer” (AECF No. 66), and on November 30, 2017, the Plaintiffs filed a “Supplemental Brief Regarding Removal of Claims” (AECF No. 67).

CONCLUSIONS OF LAW

Jurisdiction

A. The court has jurisdiction to enter final orders on the Amended Motion to Remand and Motion to Transfer Venue pursuant to 28 U.S.C. §§ 1412, 1447 and 1452 and FRBP 7087 and 9027. Neither party has argued to the contrary. See Citicorp Sav. of Ill. v. Chapman (In re Chapman), 132 B.R. 153, 160-61 (Bankr. N.D. Ill. 1991) (recognizing the

⁶ Objectors filed a joint objection because “[t]he Remand Motions filed in these two adversary proceedings are identical to one another . . .” (AECF No. 55 at p. 2, n.1).

1 split in the case law but concluding that the bankruptcy court had authority to enter a final
2 order on a motion to remand).

3 B. “[A] bankruptcy court’s post-confirmation ‘related to’ jurisdiction is
4 substantially more limited than its pre-confirmation jurisdiction” Montana v. Goldin
5 (In re Pegasus Gold Corp.), 394 F.3d 1189, 1191 (9th Cir. 2005). “[T]he essential inquiry
6 appears to be whether there is a close nexus to the bankruptcy plan or proceeding sufficient
7 to uphold bankruptcy court jurisdiction over the matter[,]” and “matters affecting ‘the
8 interpretation, implementation, consummation, execution, or administration of the
9 confirmed plan will typically have the requisite close nexus.” Id. at 1194 (quoting Binder
10 v. Price Waterhouse & Co., LLP (In re Resorts Int’l, Inc.), 372 F.3d 154, 166-67 (3d Cir.
11 2004)).

12 C. Counts II and III seek a declaration regarding the Plaintiff’s right to terminate
13 the LLTQ/FERG Agreements under state law, a fact that LLTQ and FERG concede.
14 LLTQ/FERG nevertheless argue that the “unique circumstances” of the Caesars Bankruptcy
15 Case require a different conclusion. (See AECF No. 55 at p. 6). The court disagrees.

16 D. The disclosure statement approved in the Caesars Bankruptcy Case listed an
17 estimated 1,800 administrative claims that are provided for by either payment in full or
18 other resolution during the post-confirmation period. (ECF No. 4220-1 at p. 105). Any
19 state law issue arising in Counts II and III is distinct from the LLTQ/FERG Administrative
20 Expense Claim. Plaintiffs’ counsel further stated at the hearing that the Confirmed Plan
21 provides for a reserve of funds to pay any rejection claims. Consequently, the
22 determination of Counts II and III in the State Court Case will not affect the interpretation,
23 implementation, consummation, execution, or administration of the Confirmed Plan.

24 E. Language in the Confirmed Plan providing for the Illinois Bankruptcy Court’s
25 retention of jurisdiction over administrative claims and rejection motions does not alter this
26 conclusion, as the court’s subject matter jurisdiction may not be conferred by the parties’

1 consent with respect to state law contract claims that do not satisfy the “close nexus” test
 2 regarding post-confirmation jurisdiction. Go Global, Inc. v. Rogich (In re Go Global, Inc.),
 3 2016 WL 6901265, at *7 (B.A.P. 9th Cir. Nov. 22, 2016) (citing In re Resorts Int’l, Inc.,
 4 372 F.3d at 161) (“[T]o the extent the plan could be construed as reserving jurisdiction to
 5 the bankruptcy court to adjudicate that claim, such a reservation would be, by itself,
 6 ineffective.”).

7 F. Because this court concludes that there is a not a sufficiently “close nexus”
 8 between Counts II and III and the Caesars Bankruptcy Case, the court does not reach the
 9 question of supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

10 G. For all of these reasons, the court lacks jurisdiction over Counts II and III, and
 11 both counts shall be remanded back to the State Court.

12 **Remand of Claims**

13 H. Even if the court has jurisdiction, it exercises its discretion to remand Counts
 14 II and III back to the State Court. See Pac. Inv. Mgmt. Co., LLC v. OCP Opportunities
 15 Fund III, L.P. (In re Enron Corp.), 296 B.R. 505, 508 (C.D. Cal. 2003) (citing 28 U.S.C. §
 16 1452(b)) (“Bankruptcy courts have broad discretion to remand cases over which they
 17 otherwise have jurisdiction on any equitable ground.”).

18 I. Pursuant to 28 U.S.C. § 1452(a), a party is authorized to “remove any claim
 19 or cause of action in a civil action . . . to the district court for the district where such civil
 20 action is pending, if such district court has jurisdiction of such claim or cause of action
 21 under section 1334 of this title.”

22 J. Pursuant to 28 U.S.C. § 1452(b), “[t]he court to which such claim or cause of
 23 action is removed may remand such claim or cause of action on any equitable ground.”

24 K. “This ‘any equitable ground’ remand standard is an unusually broad grant of
 25 authority. It subsumes and reaches beyond all of the reasons for remand under
 26 nonbankruptcy removal statutes.” McCarthy v. Prince (In re McCarthy), 230 B.R. 414, 417

1 (B.A.P. 9th Cir. 1999). “At bottom, the question is committed to the sound discretion of the
2 bankruptcy judge.” Id.

3 L. The court may consider fourteen non-exclusive factors during its
4 discretionary analysis. See Wood v. Bank of N.Y. (In re Wood), 2011 WL 7145617, at *8-
5 9 (B.A.P. 9th Cir. Dec. 12, 2011). “[A]ny one of the relevant factors may provide a
6 sufficient basis for equitable remand” Fenicle v. Boise Cascade Co., 2015 WL
7 5948168, at *6 (N.D. Cal. Oct. 13, 2015) (quotations and citations omitted).

8 M. The first factor involves “the effect or lack thereof on the efficient
9 administration of the estate if the Court recommends [remand]” In re Wood, 2011 WL
10 7145617, at *8. The court finds and concludes that remand will not affect the efficient
11 administration of the Caesars Bankruptcy Case because any state law issue arising in
12 Counts II and III is distinct from the LLTQ/FERG Administrative Expense Claim, which is
13 only one of an estimated 1,800 such claims that are provided for by the Confirmed Plan, as
14 well as any rejection claim that is likewise provided for by the Confirmed Plan. See
15 Christensen v. Tucson Estates, Inc. (In re Tucson Estates, Inc.), 912 F.2d 1162, 1169 (9th
16 Cir. 1990) (finding that issues involving state law interpretation of a restrictive covenant’s
17 reach “are distinct from the administration of the bankruptcy estate.”); In re Go Global, Inc.,
18 2016 WL 6901265, at *7 (holding that the court lacked post-confirmation jurisdiction to
19 decide a cause of action that was not discussed in the disclosure statement or confirmed
20 plan); Machine Zone, Inc. v. Peak Web LLC (In re Peak Web LLC), 559 B.R. 738, 741-42
21 (Bankr. D. Or. 2016) (finding that the first factor weighed in favor of remand because
22 “reorganization is not dependent on resolution of the [removed] claims.”). See also RG
23 Adding L.L.C. v. Carrier Mid-Atlantic HQ (In re Fedders N. Am., Inc.), 2009 WL 2151245,
24 at *1-2 (Bankr. D. Del. July 17, 2009) (abstaining from deciding an action to collect a
25 receivable purchased during the bankruptcy case because, among other things, state law
26 predominates and resolution of this action “will have no effect on the administration of the

1 estate because the Debtor’s plan has been confirmed”); Sun Healthcare Group, Inc. v.
 2 Levin (In re Sun Healthcare Group, Inc.), 267 B.R. 673, 679 (Bankr. D. Del. 2000)
 3 (abstaining from hearing the debtor’s adversary proceeding involving breach of contract
 4 and tortious interference with business relations’ claims because, among other things, “there
 5 is no impact on the administration of the bankruptcy estate”).

6 N. The second factor involves the “extent to which state law issues predominate
 7 over bankruptcy issues” In re Wood, 2011 WL 7145617, at *9. As LLTQ and FERG
 8 have acknowledged, the court finds and concludes that this factor strongly weighs in favor
 9 of remand because Counts II and III involve state law contract issues. See AECF No. 55 at
 10 p. 6 (stating that the Removed Claims involve a “state law contract dispute”); see also
 11 In re Peak Web LLC, 559 B.R. at 742 (finding that the second factor weighed in favor of
 12 remand because state law issues predominate and “no bankruptcy issues . . . need to be
 13 determined before the case can be tried.”).

14 O. The third factor involves whether there are “difficult or unsettled [issues] of
 15 applicable law” In re Wood, 2011 WL 7145617, at *9. Because the parties did not
 16 discuss this factor, the court finds and concludes that it is neutral.

17 P. The fourth factor involves the “presence of a related proceeding commenced
 18 in state court or other nonbankruptcy proceeding” Id. The State Court Case
 19 constitutes a related proceeding to which this court has already remanded certain claims and
 20 parties pursuant to the Stipulation. See Maya, LLC v. Cytodyn of N. Mexico, Inc. (In re
 21 Cytodyn of N. Mexico, Inc.), 374 B.R. 733, 739 (Bankr. C.D. Cal. 2007) (finding this factor
 22 weighed in favor of remand even though the state court case may have technically been
 23 “extinguished” upon removal). Furthermore, after considering the pleadings and counsels’
 24 arguments, the court is convinced that similar issues involving Nevada law permeate all of
 25 the Removed Claims, as well as the claims that have already been remanded back to the
 26 State Court. Indeed, Plaintiffs’ counsel represented to the court that all parties have agreed

1 that if the Removed Claims are remanded back to the State Court, then the State Court Case
2 will be consolidated with another related Nevada state court matter pending before Judge
3 Joe Hardy as Case No. A-17-751759-B.⁷ For all of these reasons, the court finds and
4 concludes that this factor weighs in favor of remand.

5 Q. The fifth factor involves the “jurisdictional basis, if any, other than § 1334 . . .
6 .” In re Wood, 2011 WL 7145617, at *9. LLTQ and FERG do not argue that any
7 jurisdictional basis exists other than 28 U.S.C. § 1334. Therefore, the court finds and
8 concludes that this factor weighs in favor of remand.

9 R. The sixth factor involves the “degree of relatedness or remoteness of [the]
10 proceeding to [the] main bankruptcy case” Id. LLTQ and FERG argue that
11 overlapping facts exist in the Caesars Bankruptcy Case relating to the Rejection Motions
12 and the LLTQ/FERG Administrative Expense Claim. Plaintiffs indirectly refute this,
13 arguing, among other things, that Counts II and III are not “related to” the interpretation or
14 enforcement of the Confirmed Plan in the Bankruptcy Case. The court agrees. Claims
15 objections and contract rejections routinely require a bankruptcy court’s interpretation of
16 state law issues, and the existence of overlapping facts does not, standing alone, convert
17 purely state law claims to bankruptcy matters that must be decided by a bankruptcy court.
18 See Butner v. U.S., 440 U.S. 48, 54 (1979) (“Congress has generally left the determination
19 of property rights in the assets of a bankruptcy’s estate to state law.”). Consequently, the
20 court finds and concludes that this factor weighs in favor of remand.

21 S. The seventh factor involves “the substance rather than the form of an asserted
22 core proceeding.” In re Wood, 2011 WL 7145617, at *9. LLTQ and FERG argue that
23 Counts II and III are core proceedings under 28 U.S.C. §§ 157(b)(2)(A) or 28 U.S.C. §
24

25 ⁷ Also raising similar issues is a case pending in the U.S. District Court for the District of
26 Nevada, entitled *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC, et al.*, Case
No. 2:17-CV-00346-JCM-VCF.

1 157(b)(2)(O) because they are “inextricably bound” with the Rejection Motions and the
 2 LLTQ/FERG Administrative Claim Expense Claim. See Honigman, Miller, Schwartz &
 3 Cohn v. Weitzman (In re Delorean Motor Co.), 155 B.R. 521, 525 (B.A.P. 9th Cir. 1993)
 4 (“[A] proceeding will not be considered a core matter, even if it falls within the literal
 5 language of sections 157(b)(2)(A) or 157(b)(2)(O), if it is a state law claim that could exist
 6 outside of bankruptcy and is not inextricably bound to the claims allowance process or a
 7 right created by the Bankruptcy Code.”). Under Count I, Plaintiffs seek a declaratory
 8 judgment that they properly terminated the Seibel Agreements, including the LLTQ/FERG
 9 Agreements. The Complaint further states, in pertinent part, that because the Seibel
 10 Agreements were properly terminated (an issue conceded by MOTI’s counsel), the
 11 restrictive covenants in the LLTQ/FERG Agreements are no longer enforceable. (See
 12 Complaint at ¶¶ 67-68 and 89-90). These allegations form the gravamen of Counts II and
 13 III. By the court-approved Stipulation, however, LLTQ and FERG voluntarily remanded
 14 Count I back to the State Court, while inconsistently arguing that Counts II and III are
 15 “inextricably bound” with the Rejection Motions and the LLTQ/FERG Administrative
 16 Expense Claim. For all of these reasons, the court finds and concludes that this factor
 17 weighs in favor of remand because Counts II and III are not core proceedings.

18 T. The eighth factor relates to “the feasibility of severing state law claims from
 19 core bankruptcy matters to allow judgments to be entered in state court with enforcement
 20 left to the bankruptcy court” In re Wood, 2011 WL 7145617, at *9. The court finds
 21 and concludes that this factor weighs in favor of remand because any findings made by the
 22 State Court on Counts II and III may, to the extent applicable, be utilized by the Illinois
 23 Bankruptcy Court with respect to the matters pending before it.

24 U. The ninth factor involves “the burden on the bankruptcy court’s docket”
 25 Id. Plaintiffs cite to a transcript from the Caesars Bankruptcy Case in which U.S.
 26 Bankruptcy Judge A. Benjamin Goldgar stated regarding another matter his preference for a

1 state court to determine a state law issue. See Amended Motion to Remand at p. 14 and Ex.
 2 C. The parties also cite other statements by Judge Goldgar to the effect that particular
 3 issues should be decided by the bankruptcy court. These comments by Judge Goldgar are
 4 not consistent and therefore do not provide a basis upon which to make findings and
 5 conclusions regarding this factor. As a result, the court finds and concludes that this factor
 6 is neutral.

7 V. The tenth factor involves “the likelihood that the commencement of the
 8 proceeding in bankruptcy court involves forum shopping by one of the parties” In re
 9 Wood, 2011 WL 7145617, at *9. LLTQ and FERG argue that Plaintiffs engaged in forum
 10 shopping by filing the State Court Case after receiving unfavorable comments from Judge
 11 Goldgar. This contention is not relevant to the tenth factor, which “addresses forum
 12 shopping in connection with the initiation of the bankruptcy court proceeding”
 13 Kamana O’Kala, LLC v. Lite Solar, LLC, 2017 WL 1100568, at *7 (D. Or. Feb. 13, 2017).
 14 Even if it was relevant, the “court determines that the evidence does not indicate that any
 15 party chose . . . its respective forum in an attempt to abuse or manipulate the judicial
 16 process.” Torres v. NE Opco, Inc. (In re NE Opco, Inc.), 2014 WL 4346080, at *3 (Bankr.
 17 C.D. Cal. Aug. 28, 2014). For these reasons, the court finds and concludes that this factor is
 18 neutral.

19 W. The eleventh factor involves “the existence of a right to a jury trial” In
 20 re Wood, 2011 WL 7145617, at *9. LLTQ and FERG state that no jury trial has been
 21 demanded, see AECF No. 55 at p. 9. Plaintiffs do not refute this claim. For this reason, the
 22 court finds and concludes that this factor weighs slightly against remand.

23 X. The twelfth factor involves “the presence in the proceeding of nondebtor
 24 parties” In re Wood, 2011 WL 7145617, at *9. Desert Palace, as reorganized debtor,
 25 is a separate legal entity from the debtor that was involved in the Caesars Bankruptcy Case.
 26 See Confirmed Plan at p. 71, Art. IV, § AA. Furthermore, two of the plaintiffs and nine of

1 the defendants in the state court action are non-debtor parties who will separately litigate
 2 the Removed Claims in state court. As a result, the court finds and concludes that this
 3 factor weighs in favor of remand.

4 Y. The thirteenth factor involves “comity” In re Wood, 2011 WL
 5 7145617, at *9. “Comity dictates that [Nevada] courts should have the right to adjudicate
 6 the exclusively state law claims involving [Nevada]-centric plaintiffs⁸ and [Nevada]-centric
 7 transactions.” Pac. Inv. Mgmt. Co., LLC v. OCP Opportunities Fund III, L.P. (In re Enron
 8 Corp.), 296 B.R. 505, 509 (C.D. Cal. 2003). See also Kamana O’Kala, LLC, 2017 WL
 9 1100568, at *7 (finding the thirteenth factor weighed “heavily” in favor of remand “because
 10 Kamana’s claims arise out of Oregon law, and because Kamana selected the [applicable
 11 state] court as the forum for litigation of its claims.”); In re NE Opco, Inc., 2014 WL
 12 4346080, at *3 (finding the same “because California courts have an interest in adjudicating
 13 Plaintiff’s California state law claims.”); Brincko v. Rio Props., Inc. (In re Nat’l Consumer
 14 Mortg.), 2010 WL 2384217, at *4 (C.D. Cal. June 10, 2010) (transferring venue from the
 15 California bankruptcy court to Nevada because, among other reasons, “Nevada has an
 16 interest in having the controversy decided within its borders.”). For these reasons, the court
 17 finds and concludes that this factor weighs strongly in favor of remand.

18 Z. The fourteenth factor involves “the possibility of prejudice to other parties in
 19 the action” In re Wood, 2011 WL 7145617, at *9. Pursuant to the Complaint’s
 20 allegations, any ruling on Count I, which LLTQ and FERG voluntarily remanded back to
 21 the State Court, will inform the determination of Counts II and III. Plaintiffs’ counsel
 22 argued that overlapping facts exist regarding “suitability” provisions in the Seibel
 23 Agreements and the scope of restrictive covenants. Absent a single forum to decide these
 24 issues, Plaintiffs contend that the risk of inconsistent decisions by different courts

25 ⁸ According to the Complaint, Boardwalk is the only Plaintiff that is not incorporated in
 26 Nevada. (See AECF No. 1-1 at ¶¶ 9-12).

1 constitutes prejudice. The court agrees. See W. Helicopters, Inc. v. Hiller Aviation, Inc.,
 2 97 B.R. 1, 7 (E.D. Cal. 1988) (“In addition to the unnecessary expense and expenditure of
 3 duplicative judicial resources, bifurcating this civil claim creates the real danger of
 4 inconsistent results. Such a risk should be avoided if there are no countervailing benefits.”).
 5 Finally, the State Court Case involves two non-debtor plaintiffs and 12 non-debtor
 6 defendants. For these reasons, this factor strongly weighs in favor of remand.

7 AA. In summation, factors 1, 2, 4-8 and 12-14 weigh in favor of remand, factor 11
 8 weighs slightly against remand, and factors 3 and 9-10 are neutral. The court finds and
 9 concludes that the ten factors in favor of remand substantially outweigh the one factor
 10 weighing slightly against remand. The court, therefore, grants the Amended Motion to
 11 Remand and remands Counts II and III back to the State Court. The Motion to Transfer is
 12 therefore denied as moot.

13 CONCLUSION

14 Pursuant to FRBP 9021, the court will enter separate orders and judgments
 15 consistent with these Findings of Fact and Conclusions of Law.

16 IT IS SO ORDERED.

17 Copies sent via BNC to:

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3 LAS VEGAS, NV 89101

4 M. MAGALI MERCERA on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
5 PISANELLI BICE PLLC
6 400 SO 7TH ST, STE 300
7 LAS VEGAS, NV 89101

8 M. MAGALI MERCERA on behalf of Plaintiff DESERT PALACE, INC.
9 PISANELLI BICE PLLC
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11 LAS VEGAS, NV 89101

12 M. MAGALI MERCERA on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
13 LLC
14 PISANELLI BICE PLLC
15 400 SO 7TH ST, STE 300
16 LAS VEGAS, NV 89101

17 M. MAGALI MERCERA on behalf of Plaintiff PHWLTV, LLC
18 PISANELLI BICE PLLC
19 400 SO 7TH ST, STE 300
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21 NATHAN Q RUGG on behalf of Defendant MOTI PARTNER 16, LLC
22 ADELMAN & GETTLEMAN, LTD
23 53 W JACKSON BLVD, SUITE 1050
24 CHICAGO, IL 60604

25 NATHAN Q RUGG on behalf of Defendant MOTI PARTNERS, LLC
26 ADELMAN & GETTLEMAN, LTD
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BRITTNIE WATKINS on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
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BRITTNIE WATKINS on behalf of Plaintiff DESERT PALACE, INC.
PISANELLI BICE PLLC
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LAS VEGAS, NV 89101

BRITTNIE WATKINS on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY, LLC
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BRITTNIE WATKINS on behalf of Plaintiff PHWLTV, LLC
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JEFFREY JOHN ZEIGER on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
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JEFFREY JOHN ZEIGER on behalf of Plaintiff DESERT PALACE, INC.
KIRKLAND & ELLIS, LLP
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JEFFREY JOHN ZEIGER on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
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JEFFREY JOHN ZEIGER on behalf of Plaintiff PHWLTV, LLC
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CHICAGO, IL 60654

###

Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWL, V.)
LLC; BOARD WALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,)

Plaintiffs,)

vs.)

LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; MOTI PARTNERS, LLC; MOTI)
PARTNER 16 LLC; TPOV ENTERPRISES,)
LLC; TPOV ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,)

Defendants.)

Adv. Proceeding No.: 17-01238-LED

Date: December 4, 2017
Time: 1:30 p.m.

ORDER GRANTING MOTION TO REMAND¹

On December 4, 2017, the court held a hearing on “Plaintiffs’ Amended Motion to Remand” (AECF No. 43) (the “Amended Motion to Remand”). Appearances were noted on the record.

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court.

1 Based upon the court's Findings of Fact and Conclusions of Law entered
2 contemporaneously with this Order;

3 IT IS HEREBY ORDERED that the Amended Motion to Remand is **granted**, and this matter
4 shall be remanded to the Eighth Judicial District Court, Clark County, Nevada.

5 IT IS SO ORDERED.

6 Copies sent via BNC to:

7 STEVEN B CHAIKEN on behalf of Defendant FERG 16 LLC
8 ADELMAN & GETTLEMAN, LTD
9 53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604

10 STEVEN B CHAIKEN on behalf of Defendant FERG, LLC
11 ADELMAN & GETTLEMAN, LTD
53 W JACKSON BLVD, SUITE 1050
CHICAGO, IL 60604

12 STEVEN B CHAIKEN on behalf of Defendant LLTQ ENTERPRISES 16, LLC
13 ADELMAN & GETTLEMAN, LTD
53 W JACKSON BLVD, SUITE 1050
14 CHICAGO, IL 60604

15 STEVEN B CHAIKEN on behalf of Defendant LLTQ ENTERPRISES, LLC
16 ADELMAN & GETTLEMAN, LTD
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CHICAGO, IL 60604

17 M. MAGALI MERCERA on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
18 PISANELLI BICE PLLC
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19 LAS VEGAS, NV 89101

20 M. MAGALI MERCERA on behalf of Plaintiff DESERT PALACE, INC.
21 PISANELLI BICE PLLC
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22 LAS VEGAS, NV 89101

23 M. MAGALI MERCERA on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
LLC
24 PISANELLI BICE PLLC
400 SO 7TH ST, STE 300
25 LAS VEGAS, NV 89101
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1 M. MAGALI MERCERA on behalf of Plaintiff PHWLTV, LLC
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2 400 SO 7TH ST, STE 300
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4 NATHAN Q RUGG on behalf of Defendant FERG 16 LLC
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9 NATHAN Q RUGG on behalf of Defendant LLTQ ENTERPRISES 16, LLC
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10 53 W JACKSON BLVD, SUITE 1050
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12 NATHAN Q RUGG on behalf of Defendant LLTQ ENTERPRISES, LLC
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13 53 W JACKSON BLVD, SUITE 1050
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14 BRITTNIE WATKINS on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
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17 BRITTNIE WATKINS on behalf of Plaintiff DESERT PALACE, INC.
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19 BRITTNIE WATKINS on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY, LLC
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20 400 SOTH 7TH ST, STE 300
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21

22 BRITTNIE WATKINS on behalf of Plaintiff PHWLTV, LLC
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23 400 SOTH 7TH ST, STE 300
LAS VEGAS, NV 89101

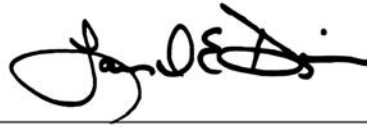
24 JEFFREY JOHN ZEIGER on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
KIRKLAND & ELLIS, LLP
25 300 N. LASALLE STREET
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1 JEFFREY JOHN ZEIGER on behalf of Plaintiff DESERT PALACE, INC.
2 KIRKLAND & ELLIS, LLP
3 300 N. LASALLE STREET
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5 JEFFREY JOHN ZEIGER on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
6 LLC
7 KIRKLAND & ELLIS, LLP
8 300 N. LASALLE STREET
9 CHICAGO, IL 60654

10 JEFFREY JOHN ZEIGER on behalf of Plaintiff PHWLTV, LLC
11 KIRKLAND & ELLIS, LLP
12 300 N. LASALLE STREET
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Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWL, V.)
LLC; BOARDWALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,)

Plaintiffs,)

vs.)

LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; MOTI PARTNERS, LLC; MOTI)
PARTNER 16 LLC; TPOV ENTERPRISES,)
LLC; TPOV ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,)

Defendants.)

Adv. Proceeding No.: 17-01238-LED

Date: December 4, 2017
Time: 1:30 p.m.

ORDER DENYING MOTION TO TRANSFER¹

On November 6, 2017, and December 4, 2017, the court held hearings on the “Motion to Transfer Venue of Claims Against LLTQ/FERG Defendants” (AECF No. 8) (the “Motion to Transfer”) filed by LLTQ Enterprises 16, LLC, LLTQ Enterprises, LLC, FERG 16, LLC, and FERG, LLC. Appearances were noted on the record.

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court.

1 Based upon the court's Findings of Fact and Conclusions of Law and Order Granting
2 Motion to Remand entered contemporaneously with this Order;

3 IT IS HEREBY ORDERED that the Motion to Transfer is **denied as moot**.

4 IT IS SO ORDERED.

5 Copies sent via BNC to:

6 STEVEN B CHAIKEN on behalf of Defendant FERG 16 LLC
7 ADELMAN & GETTLEMAN, LTD
8 53 W JACKSON BLVD, SUITE 1050
9 CHICAGO, IL 60604

10 STEVEN B CHAIKEN on behalf of Defendant FERG, LLC
11 ADELMAN & GETTLEMAN, LTD
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14 STEVEN B CHAIKEN on behalf of Defendant LLTQ ENTERPRISES 16, LLC
15 ADELMAN & GETTLEMAN, LTD
16 53 W JACKSON BLVD, SUITE 1050
17 CHICAGO, IL 60604

18 STEVEN B CHAIKEN on behalf of Defendant LLTQ ENTERPRISES, LLC
19 ADELMAN & GETTLEMAN, LTD
20 53 W JACKSON BLVD, SUITE 1050
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22 M. MAGALI MERCERA on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
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25 LAS VEGAS, NV 89101

26 M. MAGALI MERCERA on behalf of Plaintiff DESERT PALACE, INC.
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M. MAGALI MERCERA on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
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1 M. MAGALI MERCERA on behalf of Plaintiff PHWLTV, LLC
2 PISANELLI BICE PLLC
3 400 SO 7TH ST, STE 300
4 LAS VEGAS, NV 89101

5 NATHAN Q RUGG on behalf of Defendant FERG 16 LLC
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9 NATHAN Q RUGG on behalf of Defendant FERG, LLC
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12 CHICAGO, IL 60604

13 NATHAN Q RUGG on behalf of Defendant LLTQ ENTERPRISES 16, LLC
14 ADELMAN & GETTLEMAN, LTD
15 53 W JACKSON BLVD, SUITE 1050
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17 NATHAN Q RUGG on behalf of Defendant LLTQ ENTERPRISES, LLC
18 ADELMAN & GETTLEMAN, LTD
19 53 W JACKSON BLVD, SUITE 1050
20 CHICAGO, IL 60604

21 BRITTNIE WATKINS on behalf of Plaintiff BOARDWALK REGENCY CORPORATION
22 PISANELLI BICE PLLC
23 400 SOTH 7TH ST, STE 300
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25 BRITTNIE WATKINS on behalf of Plaintiff DESERT PALACE, INC.
26 PISANELLI BICE PLLC
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BRITTNIE WATKINS on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY, LLC
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BRITTNIE WATKINS on behalf of Plaintiff PHWLTV, LLC
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1 JEFFREY JOHN ZEIGER on behalf of Plaintiff DESERT PALACE, INC.
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4 CHICAGO, IL 60654

5 JEFFREY JOHN ZEIGER on behalf of Plaintiff PARIS LAS VEGAS OPERATING COMPANY,
6 LLC
7 KIRKLAND & ELLIS, LLP
8 300 N. LASALLE STREET
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10 JEFFREY JOHN ZEIGER on behalf of Plaintiff PHWLTV, LLC
11 KIRKLAND & ELLIS, LLP
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EXHIBIT O

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

2 ROWEN SEIBEL; LLTQ
3 ENTERPRISES, LLC; LLTQ
4 ENTERPRISES 16, LLC; FERG, LLC;
5 FERG 16, LLC; MOTI PARTNERS,
6 LLC; MOTI PARTNERS 16, LLC; TPOV
7 ENTERPRISES, LLC; TPOV 16
8 ENTERPRISES, LLC; DNT
9 ACQUISITION, LLC, appearing
10 derivatively by one of its two members, R
11 Squared Global Solutions, LLC,

12 Petitioners

13 vs.

14 CLARK COUNTY DISTRICT COURT,
15 THE HONORABLE JOSEPH HARDY,
16 DEPARTMENT 15,

17 Respondent,

18 DESERT PALACE, INC.; PARIS LAS
19 VEGAS OPERATING COMPANY,
20 LLC; PHWLTV, LLC; and BOARDWALK
21 REGENCY CORPORATION d/b/a
22 CAESARS ATLANTIC CITY,

23 Real Parties in Interest.

Case Number:

Electronic Filed
Eighth Judicial District
Case No. A-17-76037-18
Dept. 15, Honorable Joseph Hardy
Elizabeth A. Brown
Clerk of Supreme Court
Jun 18 2018 04:46 p.m.

**APPENDIX TO PETITION FOR
WRIT OF MANDAMUS OR
PROHIBITION**

VOLUME 12 OF 15

(APP. 2751 – 3000)

24 **MCNUTT LAW FIRM**
25 DANIEL R. MCNUTT (SBN 7815)
26 MATTHEW C. WOLF (SBN 10801)
27 625 South Eighth Street
28 Las Vegas, Nevada 89101
29 Attorneys for Petitioners

30 **ADELMAN & GETTLEMAN**
31 STEVEN B. CHAIKEN
32 Admitted Pro Hac Vice
33 53 West Jackson Boulevard, Suite 1050
34 Chicago, IL 60604
35 Attorneys for Petitioners

36 **CERTILMAN BALIN ADLER &
37 HYMAN**
38 PAUL SWEENEY
39 Admitted Pro Hac Vice
40 90 Merrick Avenue
41 East Meadow, New York 11554
42 Attorneys for Petitioners

43 **BARACK FERRAZZANO**
44 **KIRSCHBAUM &**
45 **NAGELBERG**
46 NATHAN Q. RUGG
47 Admitted Pro Hac Vice
48 200 W. Madison Street, Suite 3900
49 Chicago, IL 60606
50 Attorneys for Petitioners

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NEV. R. APP. P. 25, I certify that I am an employee of MCNUTT
3 LAW FIRM. On June 18, 2018, I caused a copy of the **APPENDIX TO PETITION**
4 **FOR WRIT OF MANDAMUS OR PROHIBITION** to be hand delivered, in a
5 sealed envelope, on the date and to the addressee(s) shown below:

6 Honorable Joseph Hardy
7 District Court Judge, Dept. 15
8 Regional Justice Center
9 200 Lewis Ave., Las Vegas, NV 89155
10 *Respondent*

11 James J. Pisanelli, Esq.
12 Pisanelli Bice, PLLC
13 400 S. 7th Street, Suite 300
14 Las Vegas, NV 89101
15 *Attorney for Real Parties in Interest*

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27
/s/ Lisa Heller
Employee of McNutt Law Firm, P.C.

APPENDIX TO PETITION FOR WRIT OF MANDAMUS OR PROHIBITION

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12.14.17	Order Denying Motion to Transfer	1	App. 217 - 220
12.14.17	Order Granting Motion to Remand	1	App. 221 - 224
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12.14.17	Order Denying Motion to Remand	1	App. 242 - 245
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02.09.18	Stipulation and Order to Consolidate Case No. A-17-760537-B with and into Case No. A-751759-B	2	App. 250 - 253
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02.22.18	Appendix of Exhibits in support of Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against Defendant DNT Acquisition, LLC – Volume I	2/3	App. 273 - 525
02.22.18	Appendix of Exhibits in support of Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against Defendant DNT Acquisition, LLC – Volume II	3	App. 526 - 609
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02.22.18	Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against MOTI Defendants	4	App. 777 - 793
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against MOTI Defendants – Volume I	4/5	App. 794 - 1046
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against MOTI Defendants – Volume II	5/6	App. 1047 - 1299
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against MOTI Defendants – Volume III	6	App. 1300 - 1385
02.22.18	Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants	6	App. 1386 - 1413
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants – Volume I	6/7	App. 1414 - 1666
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants – Volume II	7/8	App. 1667 - 1919
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03.28.18	Defendant DNT Acquisition, LLC’s Reply Memorandum of Law in further support of Motion to Dismiss or, in the alternative, to Stay	13/14	App. 3247 - 3302
03.28.18	Reply in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG and MOTI Defendants	14	App. 3303 - 3320
03.28.18	Appendix of Exhibits in support of Reply in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG and MOTI Defendants	14	App. 3321 - 3463
03.28.18	Defendant Rowen Seibel’s Reply in further support of his Motion to Dismiss Plaintiffs’ Claims	14	App. 3464 - 3470
03.28.18	Defendants TPOV Enterprises and TPOV Enterprises 16, LLC Reply Memorandum of Law in further support of Motion to Dismiss or, in the alternative, to Stay	14	App. 3471 - 3481
05.01.18	Transcript of Proceedings: Motions to Dismiss	14/15	App. 3482 - 3533
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06.04.18	Notice of Entry of Order Denying, without prejudice, (1) Defendant Rowen Seibel's Motion to Dismiss Plaintiffs' Claims; (2) Defendants TPOV Enterprises and TPOV Enterprises 16's Motion to Dismiss Plaintiffs' Claims; (3) Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against DNT Acquisition, LLC; (4) Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants; and (5) Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against MOTI Defendants	15	App. 3574 - 3617

**APPENDIX TO PETITION FOR WRIT OF MANDAMUS OR
PROHIBITION**

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02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against MOTI Defendants – Volume II	5/6	App. 1047 - 1299
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against MOTI Defendants – Volume III	6	App. 1300 - 1385
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants – Volume I	6/7	App. 1414 - 1666
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants – Volume II	7/8	App. 1667 - 1919
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants – Volume III	8/9	App. 1920 - 2156
02.22.18	Appendix of Exhibits in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants – Volume IV	9/10	App. 2157 - 2382
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03.28.18	Appendix of Exhibits in support of Reply in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG and MOTI Defendants	14	App. 3321 - 3463
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03.28.18	Defendant DNT Acquisition, LLC’s Reply Memorandum of Law in further support of Motion to Dismiss or, in the alternative, to Stay	13/14	App. 3247 – 3302
02.22.18	Defendant Rowen Seibel’s Motion to Dismiss Plaintiffs’ Claims	3	App. 610 – 666
03.28.18	Defendant Rowen Seibel’s Reply in further support of his Motion to Dismiss Plaintiffs’ Claims	14	App. 3464 - 3470
02.22.18	Defendants TPOV Enterprises and TPOV Enterprises 16’s Motion to Dismiss Plaintiffs’ Claims	3/4	App. 667 - 776
03.28.18	Defendants TPOV Enterprises and TPOV Enterprises 16, LLC Reply Memorandum of Law in further support of Motion to Dismiss or, in the alternative, to Stay	14	App. 3471 – 3481
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06.04.18	Notice of Entry of Order Denying, without prejudice, (1) Defendant Rowen Seibel's Motion to Dismiss Plaintiffs' Claims; (2) Defendants TPOV Enterprises and TPOV Enterprises 16's Motion to Dismiss Plaintiffs' Claims; (3) Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against DNT Acquisition, LLC; (4) Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG Defendants; and (5) Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against MOTI Defendants	15	App. 3574 - 3617
09.27.17	Notice of Removal of Counts II and III of Lawsuit Pending in Nevada State Court to Bankruptcy Court	1	App. 120 - 200
09.27.17	Notice of Removal of Lawsuit Pending in Nevada State Court to Bankruptcy Court	1	App. 41 - 119
12.14.17	Order Denying Motion to Transfer	1	App. 217 - 220
12.14.17	Order Granting Motion to Transfer	1	App. 246 - 249
12.14.17	Order Granting Motion to Remand	1	App. 221 - 224
12.14.17	Order Denying Motion to Remand	1	App. 242 - 245
06.01.18	Order Denying, without prejudice, (1) Defendant Rowen Seibel's Motion to Dismiss Plaintiffs' Claims; (2) Defendants TPOV Enterprises and TPOV Enterprises 16's Motion to Dismiss Plaintiffs' Claims; (3) Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against DNT Acquisition, LLC; (4) Amended Motion to Dismiss or, in the alternative,	15	App. 3534 - 3573

Date	Description	Vol.	Page Nos.
	to Stay Claims Asserted Against LLTQ/FERG Defendants; and (5) Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against MOTI Defendants		
03.12.18	Plaintiffs' Combined Opposition to Certain Defendants' Motions to Dismiss	10	App. 2383 - 2405
03.28.18	Reply in support of Amended Motion to Dismiss or, in the alternative, to Stay Claims Asserted Against LLTQ/FERG and MOTI Defendants	14	App. 3303 - 3320
02.09.18	Stipulation and Order to Consolidate Case No. A-17-760537-B with and into Case No. A-751759-B	2	App. 250 - 253
05.01.18	Transcript of Proceedings: Motions to Dismiss	14/15	App. 3482 - 3533

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32. The MOTI Agreement provided Caesars with the ability to terminate the MOTI Agreement in its discretion if it determined that (i) MOTI was not complying with its disclosure obligations or (ii) MOTI or an Associated Party was engaged in any activity or relationship that jeopardized the privileged licenses held by Caesars. Specifically, the MOTI Agreement stated:

If MOTI fails to satisfy or fails to cause the Associated Parties to satisfy [the disclosure] requirement, if Caesars or any of Caesars' affiliates are directed to cease business with MOTI or any Associated Party by the Gaming Authorities, or if Caesars shall determine, in Caesars' sole and exclusive judgment, that MOTI or any Associated Party is or may engage in any activity or relationship that could or does jeopardize any of the privileged licenses held by Caesars or any Caesars' Affiliate, then (a) MOTI shall terminate any relationship with the Associated Party who is the source of such issue, (b) MOTI shall cease the activity or relationship creating the issue to Caesars' satisfaction, in Caesars' sole judgment, or (c) if such activity or relationship is not subject to cure as set forth in the foregoing clauses (a) and (b), as determined by Caesars in its sole discretion, Caesars shall, without prejudice to any other rights or remedies of Caesars including at law or in equity, terminate this Agreement and its relationship with MOTI. In the event MOTI does not comply with any of the foregoing, such noncompliance may be deemed, in Caesars' sole discretion, as a default hereunder. MOTI further acknowledges that Caesars shall have the absolute right, without any obligation [to initiate arbitration], to terminate this Agreement in the event any Gaming Authority require Caesars to do so.

33. Finally, MOTI represented that, "[a]s of the Effective date [of the agreement], no representation or warranty made herein by [MOTI] contains any untrue statement of a material fact, or omits to state a material fact necessary to make such statements not misleading."

34. Significantly, the disclosure obligations under the MOTI Agreement were not limited to the corporate entity MOTI. Instead, MOTI's obligations—both with respect to conduct and disclosure—applied to "Associated Parties" of MOTI, which included all of MOTI's key employees, agents, representatives, and financial participants. As the member-manager of MOTI and the individual who signed the MOTI Agreement, Mr. Seibel was an "Associated Party" of MOTI. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest standards of honesty, integrity, quality, and courtesy. And MOTI had an ongoing obligation to disclose any information regarding Mr. Seibel that jeopardized any of the privileged licenses held by Caesars.

35. The initial disclosures that MOTI and Mr. Seibel provided were false when made. And, despite the obligations set out in the MOTI Agreement, neither Mr. Seibel nor MOTI ever provided Caesars with an updated Business Information Form or any other supplemental disclosure.

1 Nor did they otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his
2 investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

3 36. Over the next five years, Caesars and Mr. Seibel entered into five more agreements
4 with entities owned and managed by Mr. Seibel. With respect to each of these agreements, Caesars
5 relied upon the MOTI Business Information Form and the ongoing obligations of MOTI and
6 Mr. Seibel to update that disclosure when and if necessary.

7 *(b) The DNT Agreement.*

8 37. Like the MOTI Agreement, the DNT Agreement related to Caesars' efforts to
9 introduce a New York City restaurant—Old Homestead—at its Caesars Palace property. Unlike
10 the MOTI Agreement, however, the DNT Agreement involved a third-party unrelated to Mr. Seibel
11 (The Original Homestead Restaurant, Inc.; collectively, with DNT, the "DNT Parties"). As part of
12 the DNT Agreement, the Old Homestead Restaurant, Inc. licensed its intellectual property to
13 Caesars Palace (the "Old Homestead Marks").

14 38. In connection with the discussions between DNT and Caesars Palace, Caesars
15 required Mr. Seibel to complete another "Business Information Form" in 2011. On that form,
16 Mr. Seibel represented that he had not been a party to a felony in the last ten years and there was
17 nothing "that would prevent [him] from being licensed by a gaming authority." In reliance on those
18 representations (among other things), Caesars Palace and DNT entered into the DNT Agreement.

19 39. The DNT Agreement contained a number of representations relating to the conduct
20 of the parties and their disclosure obligations.

21 40. First, the DNT Parties represented in the DNT Agreement that "they shall, and they
22 shall cause their Affiliates to, conduct themselves in accordance with the highest standards of
23 honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill
24 of Caesars, the Old Homestead Marks, the Old Homestead Materials, the Old Homestead System,
25 the Caesars Palace and the Restaurant and at all times in keeping with and not inconsistent with or
26 detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive,
27 first-class restaurant." The DNT Parties further agreed that they would "use commercially
28 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'

1 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
 2 standards are consistently maintained by all of them." Finally, the DNT Agreement provided that
 3 "[a]ny failure by the DNT Parties, their affiliates or any of their respective agents, employees,
 4 servants, contractors or licensees to maintain the standards described [above] shall, in addition to
 5 any other rights or remedies Caesars may have, give Caesars the right to terminate [the DNT
 6 Agreement] in its sole and absolute discretion."

7 41. Second, the DNT Parties agreed that they would "provide to Caesars written
 8 disclosure regarding the DNT Associates . . .," which included Mr. Seibel. And, "[t]o the extent
 9 that any prior disclosure becomes inaccurate, the DNT Parties shall, within ten (10) calendar days
 10 from the event, update the prior disclosure without Caesars making any further request."

11 42. The DNT Agreement provided Caesars with the ability to terminate the DNT
 12 Agreement in its discretion if it determined that (i) DNT was not complying with its disclosure
 13 obligations, or (ii) DNT or an Associated Party was an "Unsuitable Person." Specifically, the DNT
 14 Agreement provided:

15 If any DNT Associate fails to satisfy or [sic] such requirement, if Caesars or any of
 16 Caesars' affiliates are directed to cease business with any DNT Associate by any
 17 Gaming Authority, or if Caesars shall determine, in Caesars' sole and exclusive
 18 judgment, that any DNT Associate is an Unsuitable Person, whether as a result of
 19 DNT Change of Control or otherwise, then, immediately following notice by Caesars
 20 to DNT, (a) the DNT Parties shall terminate any relationship with the Person who is
 21 the source of such issue, (b) the DNT Parties shall cease the activity or relationship
 22 creating the issue to Caesars' satisfaction, in Caesars' sole judgment, or (c) if such
 23 activity or relationship is not subject to cure as set forth in the foregoing clauses (a)
 24 and (b), as determined by Caesars in its sole discretion, Caesars shall, without
 25 prejudice to any other rights or remedies of Caesars including at law or in equity,
 26 have the right to terminate this Agreement and its relationship with the DNT Parties.
 27 The DNT Parties further acknowledges [sic] that Caesars shall have the absolute right
 28 to terminate this Agreement in the event any Gaming Authority requires Caesars or
 one of its Affiliates to do so. Any termination by Caesars pursuant to this [section]
 shall not be subject to dispute by the DNT Parties and shall not be the subject of any
 [arbitration proceeding].

43. Under the DNT Agreement, an "Unsuitable Person" was defined as follows:

Any Person (a) whose association with Caesars could be anticipated to result in a
 disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain,
 any registration, application or license or any other rights or entitlements held or
 required to be held by Caesars or any of its Affiliates under any United States, state,
 local or foreign laws, rules or regulations relating to gaming or the sale of alcohol,
 (b) whose association or relationship with Caesars or its Affiliates could be
 anticipated to violate any United States, state, local or foreign laws, rules or

1 regulations relating to gaming or the sale of alcohol to which Caesars or its Affiliates
2 are subject, (c) who is or might be engaged or about to be engaged in any activity
3 which could adversely impact the business or reputation of Caesars or its Affiliates,
4 or (d) who is required to be licensed, registered, qualified or found suitable under any
5 United States, state, local, or foreign laws, rules or regulations relating to gaming or
6 the sale of alcohol under which Caesars or any of its Affiliates is licensed, registered,
7 qualified or found suitable, and such Person is not or does not remain so licensed,
8 registered, qualified or found suitable.

6 44. Finally, DNT represented that, "[a]s of the Effective date [of the agreement], no
7 representation or warranty made herein by [DNT] contains any untrue statement of a material fact,
8 or omits to state a material fact necessary to make such statements not misleading."

9 45. As with the MOTI Agreement, the disclosure obligations under the DNT Agreement
10 were not limited to the corporate entity DNT. Instead, DNT's obligations—both with respect to
11 conduct and disclosure—applied to "DNT Associates," which included persons controlling DNT.
12 Mr. Seibel, as the member-manager of DNT and the individual who signed the DNT Agreement,
13 was a "DNT Associate." Thus, Mr. Seibel had an ongoing obligation to conduct himself with the
14 highest standards of honesty, integrity, quality, and courtesy. And DNT had an ongoing obligation
15 to disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

16 46. The initial disclosures that DNT and Mr. Seibel provided were false when made.
17 And, despite the obligations set out in the DNT Agreement, neither Mr. Seibel nor DNT ever
18 provided Caesars with an updated Business Information Form or any other supplemental disclosure.
19 Nor did they otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his
20 investigation by the IRS, his guilty plea, his conviction, or his incarceration.

21 *(c) The TPOV Agreement.*

22 47. The TPOV Agreement related to Paris' plans to partner with celebrity chef Gordon
23 Ramsay to design and develop a restaurant in the Paris casino known as "Gordon Ramsay Steak."
24 The TPOV Agreement set forth the obligations of TPOV and Mr. Seibel to assist with the design,
25 development, construction, and operation of Gordon Ramsay Steak.

26 48. The TPOV Agreement contained a number of representations relating to the conduct
27 of the parties and their disclosure obligations.

49. First, TPOV represented that "it shall and it shall cause its Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill of Paris, the Paris Las Vegas and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant." TPOV further agreed that it would "use commercially reasonable efforts to continuously monitor the performance of each of its and its Affiliates' respective agents, employees, servants, contractors and licensees and shall ensure the foregoing standards are consistently maintained by all of them."

50. Second, TPOV agreed that it would "provide to Paris written disclosure regarding the TPOV Associates . . .," which included Mr. Seibel. And, "[t]o the extent that any prior disclosure becomes inaccurate, TPOV shall, within ten (10) calendar days from the event, update the prior disclosure without Paris making any further request."

51. The TPOV Agreement provided Paris with the ability to terminate the TPOV Agreement in its discretion if it determined that (i) TPOV was not complying with its disclosure obligations, or (ii) TPOV or an Associated Party was an "Unsuitable Person." Specifically, the TPOV Agreement provided:

If any TPOV Associate fails to satisfy or [sic] such requirement, if Paris or any of Paris' Affiliates are directed to cease business with any TPOV Associate by any Gaming Authority, or if Paris shall determine, in Paris' sole and exclusive judgment, that any TPOV Associate is an Unsuitable Person, whether as a result of a TPOV Change of Control or otherwise, then (a) TPOV shall terminate any relationship with the Person who is the source of such issue, (b) TPOV shall cease the activity or relationship creating the issue to Paris' satisfaction, in Paris' sole judgment, or (c) if such activity or relationship is not subject to cure as set forth in the foregoing clauses (a) and (b), as determined by Paris in its sole discretion, Paris shall, without prejudice to any other rights or remedies of Paris including at law or in equity, have the right to terminate this Agreement and its relationship with TPOV. TPOV further acknowledges that Paris shall have the right to terminate this Agreement in the event any Gaming Authority requires Paris or one of its Affiliates to do so. Any termination by Paris pursuant to this [section] shall not be subject to dispute by TPOV and shall not be the subject of any proceeding [in arbitration].

52. Under the TPOV Agreement, an "Unsuitable Person" was defined as follows:

Any Person (a) whose association with Paris or its Affiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by Paris or any of its Affiliates under any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of

1 alcohol, (b) whose association or relationship with Paris or its Affiliates could be
 2 anticipated to violate any United States, state, local or foreign laws, rules or
 3 regulations relating to gaming or the sale of alcohol to which Paris or its Affiliates
 4 are subject, (c) who is or might be engaged or about to be engaged in any activity
 5 which could adversely impact the business or reputation of Paris or its Affiliates, or
 6 (d) who is required to be licensed, registered, qualified or found suitable under any
 7 United States, state, local, or foreign laws, rules or regulations relating to gaming or
 8 the sale of alcohol under which Paris or any of its Affiliates is licensed, registered,
 9 qualified or found suitable, and such Person is not or does not remain so licensed,
 10 registered, qualified or found suitable.

11 53. Finally, TPOV represented that, "[a]s of the Effective date [of the agreement], no
 12 representation or warranty made herein by [TPOV] contains any untrue statement of a material fact,
 13 or omits to state a material fact necessary to make such statements not misleading."

14 54. The disclosure and conduct obligations under the TPOV Agreement were not limited
 15 to the corporate entity TPOV. Instead, TPOV's obligations—both with respect to conduct and
 16 disclosure—included TPOV's "Associates" and "Affiliates." TPOV's Affiliates included persons
 17 controlling TPOV. The TPOV Agreement specifically stated that "with respect to TPOV, the term
 18 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." TPOV's Associates
 19 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
 20 TPOV and the individual who signed the TPOV Agreement, was both a TPOV Affiliate and TPOV
 21 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
 22 standards of honesty, integrity, quality, and courtesy. And TPOV had an ongoing obligation to
 23 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

24 55. Because Mr. Seibel was specifically included as a TPOV Associate, Paris relied
 25 upon his previous representations in the MOTI and DNT Business Information Forms that he had
 26 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
 27 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
 28 Information Forms constituted prior written disclosures referenced in the TPOV Agreement that
 needed to be updated to the extent they were no longer accurate.

56. The initial disclosures that TPOV provided were false when made. And, despite the
 obligations set out in the TPOV Agreement, neither Mr. Seibel nor TPOV ever provided Caesars
 with an updated Business Information Form or any other supplemental disclosure. Nor did TPOV

1 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
2 by the IRS, his guilty plea, his felony conviction, or his incarceration.

3 (d) *The LLTQ Agreement.*

4 57. The LLTQ Agreement related to Caesars Palace's plans to partner with celebrity chef
5 Gordon Ramsay to license intellectual property that would be used in connection with a restaurant
6 in the Caesars Palace casino known as the Gordon Ramsay Pub. The LLTQ Agreement set forth
7 the obligations of LLTQ and Mr. Seibel to assist with the design, development, construction, and
8 operation of the Gordon Ramsay Pub.

9 58. The LLTQ Agreement contained a number of representations relating to the conduct
10 of the parties and their disclosure obligations.

11 59. First, LLTQ represented that "it shall and it shall cause its Affiliates to conduct
12 themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so
13 as to maintain and enhance the reputation and goodwill of Caesars, the Caesars Palace Las Vegas
14 and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the
15 operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant."
16 LLTQ further agreed that it would "use commercially reasonable efforts to continuously monitor
17 the performance of each of its and its Affiliates' respective agents, employees, servants, contractors
18 and licensees and shall ensure the foregoing standards are consistently maintained by all of them."

19 60. Second, LLTQ agreed that it would "provide to Caesars written disclosure regarding
20 the LLTQ Associates . . . ," which included Mr. Seibel. And, "[t]o the extent that any prior
21 disclosure becomes inaccurate, LLTQ shall, within ten (10) calendar days from the event, update
22 the prior disclosure without Caesars making any further request."

23 61. The LLTQ Agreement provided Caesars Palace with the ability to terminate the
24 LLTQ Agreement in its discretion if it determined that (i) LLTQ was not complying with its
25 disclosure obligations or (ii) LLTQ or an Associated Party was an "Unsuitable Person."
26 Specifically, the LLTQ Agreement provided:

27 If any LLTQ Associate fails to satisfy or [sic] such requirement, if Caesars or any of
28 Caesars' Affiliates are directed to cease business with any LLTQ Associate by any
Gaming Authority, or if Caesars shall determine, in Caesars' sole and exclusive

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1 judgment, that any LLTQ Associate is an Unsuitable Person, whether as a result of a
2 LLTQ Change of Control or otherwise, then (a) LLTQ shall terminate any
3 relationship with the Person who is the source of such issue, (b) LLTQ shall cease
4 the activity or relationship creating the issue to Caesars' satisfaction, in Caesars' sole
5 judgment, or (c) if such activity or relationship is not subject to cure as set forth in
6 the foregoing clauses (a) and (b), as determined by Caesars in its sole discretion,
7 Caesars shall, without prejudice to any other rights or remedies of Caesars including
8 at law or in equity, have the right to terminate this Agreement and its relationship
9 with LLTQ. LLTQ further acknowledges that Caesars shall have the right to
10 terminate this Agreement in the event any Gaming Authority requires Caesars or one
11 of its Affiliates to do so. Any termination by Caesars pursuant to this [section] shall
12 not be subject to dispute by LLTQ and shall not be the subject of any proceeding [in
13 arbitration].

8 62. Under the LLTQ Agreement, an "Unsuitable Person" was defined as follows:

9 Any Person (a) whose association with Caesars or its Affiliates could be anticipated
10 to result in a disciplinary action relating to, or the loss of, inability to reinstate or
11 failure to obtain, any registration, application or license or any other rights or
12 entitlements held or required to be held by Caesars or any of its Affiliates under any
13 United States, state, local or foreign laws, rules or regulations relating to gaming or
14 the sale of alcohol, (b) whose association or relationship with Caesars or its Affiliates
15 could be anticipated to violate any United States, state, local or foreign laws, rules or
16 regulations relating to gaming or the sale of alcohol to which Caesars or its Affiliates
17 are subject, (c) who is or might be engaged or about to be engaged in any activity
18 which could adversely impact the business or reputation of Caesars or its Affiliates,
19 or (d) who is required to be licensed, registered, qualified or found suitable under any
20 United States, state, local, or foreign laws, rules or regulations relating to gaming or
21 the sale of alcohol under which Caesars or any of its Affiliates is licensed, registered,
22 qualified or found suitable, and such Person is not or does not remain so licensed,
23 registered, qualified or found suitable.

17 63. Finally, LLTQ represented that, "[a]s of the Effective date [of the agreement], no
18 representation or warranty made herein by [LLTQ] contains any untrue statement of a material fact,
19 or omits to state a material fact necessary to make such statements not misleading."

20 64. The disclosure and conduct obligations under the LLTQ Agreement were not limited
21 to the corporate entity LLTQ. Instead, LLTQ's obligations—both with respect to conduct and
22 disclosure—included LLTQ's "Associates" and "Affiliates." LLTQ's Affiliates included persons
23 controlling LLTQ. The LLTQ Agreement specifically stated that "with respect to LLTQ, the term
24 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." LLTQ's Associates
25 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
26 LLTQ and the individual who signed the LLTQ Agreement, was both an LLTQ Affiliate and
27 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
28

standards of honesty, integrity, quality, and courtesy. And LLTQ had an ongoing obligation to disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

65. Because Mr. Seibel was specifically included as an LLTQ Associate, Caesars relied upon his previous representations in the MOTI and DNT Business Information Forms that he had not been a party to a felony in the past ten years and there was nothing in his past that would prevent him from being licensed by a gaming authority. Thus, the disclosures contained in the Business Information Forms constituted the prior written disclosures referenced in the LLTQ Agreement.

66. The initial disclosures that LLTQ provided were false when made. And, despite the obligations set out in the LLTQ Agreement, neither Mr. Seibel nor LLTQ ever provided Caesars with an updated Business Information Form or any other supplemental disclosure. Nor did LLTQ otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

67. In addition, Section 13.22 of the LLTQ Agreement ("Section 13.22") contains the following provision:

If Caesars elects under this Agreement to pursue any venture similar to (i) the Restaurant (i.e., any venture generally in the nature of a pub, bar, café or tavern) or (ii) the "Restaurant" as defined in the [TPOV Agreement] (i.e., any venture generally in the nature of a steak restaurant, fine dining steakhouse or chop house), Caesars and LLTQ shall, or shall cause an Affiliate to, execute a development and operation agreement on the same terms and conditions as this Agreement, subject only to revisions proposed by Caesars or its Affiliate as are necessary to reflect the difference in location between the Restaurant and such other venture (including, for the avoidance of doubt, the Baseline Amount, permitted Operating Expenses and necessary Project Costs).

68. Caesars has taken the position that this provision, which has been characterized as a restrictive covenant, is unenforceable as a matter of law because (a) the LLTQ Agreement was properly terminated; (b) Caesars is prohibited from entering into a business relationship with LLTQ or Mr. Seibel given that LLTQ and Mr. Seibel are Unsuitable Persons; and (c) Section 13.22 is vague, ambiguous, indefinite, and overly broad. In contrast, LLTQ has asserted that it is enforceable and should apply to any future ventures in any location between Caesars and Gordon Ramsay.

(e) *The GR Burgr Agreement.*

69. The GRB Agreement related to Planet Hollywood's plans to design, develop, and operate a restaurant in the Planet Hollywood casino known as "BURGR Gordon Ramsay." As such, the GRB Agreement set forth the obligations of GRB to license certain intellectual property to Planet Hollywood and assist with the design, development, construction, and operation of the BURGR Gordon Ramsay Restaurant.

70. The GRB Agreement contained a number of representations relating to the conduct of the parties and their disclosure obligations.

71. First, GRB represented that "it shall and it shall cause its Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill of PH, the GRB Marks, PH and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino and an exclusive, first-class restaurant." GRB further agreed that it would "use commercially reasonable efforts to continuously monitor the performance of each of its and its Affiliates' respective agents, employees, servants, contractors and licensees and shall ensure the foregoing standards are consistently maintained by all of them. Any failure by GRB or any of its respective Affiliates or any of their respective agents, employees, servants, contractors or licensees to maintain the standards described in this [section] shall, in addition to any other rights or remedies PH have, give PH the right to terminate this Agreement . . . in its sole and absolute discretion."

72. Second, GRB further agreed that it would "provide or cause to be provided to PH written disclosure regarding its GR Associates . . .," which included Mr. Seibel. And, "[t]o the extent that any prior disclosure becomes inaccurate, GRB shall, within ten (10) calendar days from the event, update the prior disclosure without PH making any further request."

73. The GRB Agreement provided Planet Hollywood with the ability to terminate the GRB Agreement in its discretion if it determined that (i) GRB was not complying with its disclosure obligations, or (ii) GRB or an Associated Party was an "Unsuitable Person." Specifically, the GRB Agreement provided:

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If any GRB Associate fails to satisfy any such requirement, if PH or any of PH's Affiliates are directed to cease business with any GRB Associate by any Gaming Authority, or if PH shall determine, in PH's sole and exclusive judgment, that any GRB Associate is an Unsuitable Person, then immediately following notice by PH to Gordon Ramsay and GRB, (a) Gordon Ramsay and/or GRB shall terminate any relationship with the Person who is the source of such issue, (b) Gordon Ramsay and/or GRB shall cease the activity or relationship creating the issue to PH's satisfaction, in PH's sole judgment, or (c) if such activity or relationship is not subject to cure as set forth in the foregoing clauses (a) and (b), as determined by PH in its sole discretion, PH shall, without prejudice to any other rights or remedies of Caesars including at law or in equity, have the right to terminate this Agreement and its relationship with Gordon Ramsay and GRB. Each of Gordon Ramsay and GRB further acknowledges that PH shall have the absolute right to terminate this Agreement in the event any Gaming Authority requires PH or one of its Affiliates to do so. Any termination by PH pursuant to this [section] shall not be subject to dispute by Gordon Ramsay or GRB and shall not be the subject of any proceeding [in arbitration].

74. Under the GRB Agreement, an "Unsuitable Person" was defined as follows:

Any Person (a) whose association with PH or its Affiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by PH or any of its Affiliates under any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol, (b) whose association or relationship with PH or its Affiliates could be anticipated to violate any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol to which PH or its Affiliates are subject, (c) who is or might be engaged or about to be engaged in any activity which could adversely impact the business or reputation of PH or its Affiliates, or (d) who is required to be licensed, registered, qualified or found suitable under any United States, state, local, or foreign laws, rules or regulations relating to gaming or the sale of alcohol under which PH or any of its Affiliates is licensed, registered, qualified or found suitable, and such Person is not or does not remain so licensed, registered, qualified or found suitable.

75. Finally, GRB represented that, "[a]s of the Effective date [of the agreement], no representation or warranty made herein by [GRB] contains any untrue statement of a material fact, or omits to state a material fact necessary to make such statements not misleading."

76. The disclosure and conduct obligations under the GRB Agreement were not limited to the corporate entity GRB. Instead, GRB's obligations—both with respect to conduct and disclosure—included GRB's "Associates" and "Affiliates." GRB's Affiliates included persons controlling GRB and GRB's Associates included its directors, employees, and representatives. Mr. Seibel, as the member-manager of GRB and the individual who signed the GRB Agreement, was both a GRB Affiliate and Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest standards of honesty, integrity, quality, and courtesy. And GRB had an

1 ongoing obligation to disclose any information regarding Mr. Seibel that would render him an
2 Unsuitable Person.

3 77. Because Mr. Seibel was specifically included as a GRB Associate, Caesars relied
4 upon his previous representations in the MOTI and DNT Business Information Forms that he had
5 not been a party to a felony in the past ten years and there was nothing in his past that would prevent
6 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
7 Information Forms constituted the prior written disclosures referenced in the GRB Agreement.

8 78. The initial disclosures that GRB provided were false when made. And, despite the
9 obligations set out in the GRB Agreement, neither Mr. Seibel nor GRB ever provided Caesars with
10 an updated Business Information Form or any other supplemental disclosure. Nor did GRB
11 otherwise provide updated disclosures regarding Mr. Seibel's illegal activities, his criminal
12 investigation by the IRS, his guilty plea, his felony conviction, or his incarceration.

13 (f) *The FERG Agreement*

14 79. As with the LLTQ Agreement, the FERG Agreement related to CAC's plans to
15 partner with Mr. Ramsay to license intellectual property that would be used in connection with a
16 restaurant in the CAC casino known as "Gordon Ramsay Pub and Grill." The FERG Agreement
17 set forth the obligations of FERG and Mr. Seibel to assist with the design, development,
18 construction, and operation of the Gordon Ramsay Pub and Grill.

19 80. The FERG Agreement contained a number of representations relating to the conduct
20 of the parties and their disclosure obligations.

21 81. First, FERG represented in the FERG Agreement that "it shall and it shall cause its
22 Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity,
23 quality and courtesy so as to maintain and enhance the reputation and goodwill of the CAC Marks
24 and materials, the GR Marks, CAC, and the Restaurant and at all times in keeping with and not
25 inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel and casino
26 and an exclusive, first-class restaurant." FERG further agreed that it would "use commercially
27 reasonable efforts to continuously monitor the performance of each of its and its Affiliates'
28

1 respective agents, employees, servants, contractors and licensees and shall ensure the foregoing
2 standards are consistently maintained by all of them."

3 82. Second, FERG agreed that it would "provide to CAC written disclosure regarding
4 the FERG Associates . . . ," which included Mr. Seibel. And, "[t]o the extent that any prior
5 disclosure becomes inaccurate, FERG shall, within ten (10) calendar days from the event, update
6 the prior disclosure without CAC making any further request."

7 83. The FERG Agreement provided CAC with the ability to terminate the
8 FERG Agreement in its discretion if it determined that (i) FERG was not complying with its
9 disclosure obligations, or (ii) FERG or an Associated Party was an "Unsuitable Person."
10 Specifically, the FERG Agreement provided:

11 If any FERG Associate fails to satisfy or [sic] such requirement, if CAC or any of
12 CAC's Affiliates are directed to cease business with any FERG Associate by any
13 Gaming Authority, or if CAC shall determine, in CAC's sole and exclusive judgment,
14 that any FERG Associate is an Unsuitable Person, whether as a result of a FERG
15 Change of Control or otherwise, then (a) FERG shall terminate any relationship with
16 the Person who is the source of such issue, (b) FERG shall cease the activity or
17 relationship creating the issue to CAC's satisfaction, in CAC's sole judgment, or (c) if
18 such activity or relationship is not subject to cure as set forth in the foregoing clauses
19 (a) and (b), as determined by CAC in its sole discretion, CAC shall, without prejudice
20 to any other rights or remedies of CAC including at law or in equity, have the right
21 to terminate this Agreement and its relationship with FERG. FERG further
22 acknowledges that CAC shall have the right to terminate this Agreement in the event
23 any Gaming Authority requires CAC or one of its Affiliates to do so. Any termination
24 by CAC pursuant to this [section] shall not be subject to dispute by FERG and shall
25 not be the subject of any proceeding [in arbitration].

19 84. Under the FERG Agreement, an "Unsuitable Person" was defined as follows:

20 Any Person (a) whose association with CAC or its Affiliates could be anticipated to
21 result in a disciplinary action relating to, or the loss of, inability to reinstate or failure
22 to obtain, any registration, application or license or any other rights or entitlements
23 held or required to be held by CAC or any of its Affiliates under any United States,
24 state, local or foreign laws, rules or regulations relating to gaming or the sale of
25 alcohol, (b) whose association or relationship with CAC or its Affiliates could be
26 anticipated to violate any United States, state, local or foreign laws, rules or
27 regulations relating to gaming or the sale of alcohol to which CAC or its Affiliates
28 are subject, (c) who is or might be engaged or about to be engaged in any activity
which could adversely impact the business or reputation of CAC or its Affiliates, or
(d) who is required to be licensed, registered, qualified or found suitable under any
United States, state, local, or foreign laws, rules or regulations relating to gaming or
the sale of alcohol under which CAC or any of its Affiliates is licensed, registered,
qualified or found suitable, and such Person is not or does not remain so licensed,
registered, qualified or found suitable.

1 85. Finally, FERG represented that, "[a]s of the Effective date [of the agreement], no
2 representation or warranty made herein by [FERG] contains any untrue statement of a material fact,
3 or omits to state a material fact necessary to make such statements not misleading."

4 86. The disclosure and conduct obligations under the FERG Agreement were not limited
5 to the corporate entity FERG. Instead, FERG's obligations—both with respect to conduct and
6 disclosure—included FERG's "Associates" and "Affiliates." FERG's Affiliates included persons
7 controlling FERG. The FERG Agreement specifically stated that "with respect to FERG, the term
8 'Affiliate' shall include Rowen Seibel and each Affiliate of Rowen Seibel." FERG's Associates
9 included its directors, employees, and representatives. Mr. Seibel, as the member-manager of
10 FERG and the individual who signed the FERG Agreement, was both a FERG Affiliate and
11 Associate. Thus, Mr. Seibel had an ongoing obligation to conduct himself with the highest
12 standards of honesty, integrity, quality, and courtesy. And FERG had an ongoing obligation to
13 disclose any information regarding Mr. Seibel that would render him an Unsuitable Person.

14 87. Because Mr. Seibel was specifically included as a FERG Associate, Caesars relied
15 upon his previous representations in the MOTI and DNT Business Information Forms that he had
16 not been a party to a felony in the last ten years and there was nothing in his past that would prevent
17 him from being licensed by a gaming authority. Thus, the disclosures contained in the Business
18 Information Forms constituted the prior written disclosures referenced in the FERG Agreement.

19 88. The initial disclosures that FERG provided were false when made. And, despite the
20 obligations set out in the FERG Agreement, neither Mr. Seibel nor FERG ever provided Caesars
21 with an updated Business Information Form or any other supplemental disclosure. Nor did FERG
22 otherwise provide updated disclosures regarding Mr. Seibel's criminal activities, his investigation
23 by the IRS, his guilty plea, his felony conviction, or his incarceration.

24 89. In addition, Section 4.1 of the FERG Agreement ("Section 4.1") states: "In the event
25 a new agreement is executed between CAC and/or its Affiliate and Gordon Ramsay and/or his
26 Affiliate relative to the Restaurant or Restaurant Premises, this Agreement shall be in effect and
27 binding on the parties during the term hereof."
28

1 90. Caesars contends that this provision, which has been characterized as a restrictive
 2 covenant, is unenforceable as a matter of law because (a) the FERG Agreement was properly
 3 terminated; (b) Caesars is prohibited from entering into a business relationship with FERG or
 4 Mr. Seibel given that FERG and Mr. Seibel are Unsuitable Persons; and (c) Section 4.1 is vague,
 5 ambiguous, indefinite, and overly broad. In contrast, FERG has asserted that this provision is
 6 enforceable and should apply to any future ventures between CAC and Gordon Ramsay.

7 **B. The Activities of Mr. Seibel and the Seibel-Affiliated Entities Rendered Him**
 8 **Unsuitable Under the Seibel Agreements.**

9 91. Approximately five years before completing the MOTI Business Information Form
 10 and entering into the MOTI Agreement, Mr. Seibel was engaged in activities of the type that would
 11 have rendered him unsuitable under the Seibel Agreements. And, despite his obligations to do so,
 12 Mr. Seibel and the Seibel-Affiliated Entities never disclosed Mr. Seibel's illegal activities to
 13 Caesars.

14 **(a) *Mr. Seibel set up numbered UBS accounts in Switzerland and concealed***
 15 ***them from the United States government.***

16 92. From approximately March 3, 2004 through 2008, Mr. Seibel maintained an account
 17 at Union Bank of Switzerland ("UBS").

18 93. In 2004, Mr. Seibel and his mother traveled to UBS' offices in Switzerland. While
 19 in Switzerland, Mr. Seibel opened and became the beneficiary and account holder of a UBS bank
 20 account that was not titled in his own name. Instead, the account was identified in internal bank
 21 records with the phrase "CQUE" and a unique account number (the "Numbered UBS Account").

22 94. At the same time, Mr. Seibel executed a UBS Telefax Agreement that allowed him
 23 to have regular communication with UBS via facsimile. Mr. Seibel also executed forms
 24 acknowledging that he was a United States citizen subject to United States taxation, and that he was
 25 the beneficial owner of the assets and income associated with the Numbered UBS Account.

26 95. In exchange for the payment of an additional fee to UBS, Mr. Seibel authorized and
 27 directed UBS to retain all account correspondence so that no bank statements or other
 28 correspondence related to the Numbered UBS Account would be mailed to him in the United States.

1 96. Mr. Seibel caused his Numbered UBS Account to be opened in 2004 with a
2 \$25,000 cash deposit made by his mother. Between 2004 and 2005, Mr. Seibel's mother deposited
3 cash and checks totaling approximately \$1,000,000 into Mr. Seibel's account, bringing to
4 \$1,011,279 the total deposits made into Mr. Seibel's Numbered UBS Account.

5 97. UBS bank records demonstrate that Mr. Seibel and not his mother was the individual
6 who actively monitored and approved the selection and investment of the assets maintained in the
7 Numbered UBS Account. Mr. Seibel's trading in the account resulted in a substantial amount of
8 income in the form of capital gains, dividends, and interest. By 2008, the account had a balance of
9 approximately \$1,300,200.

10 **(b) In 2008, Mr. Seibel closed his UBS account and opened a new account.**

11 98. On or about May 30, 2008, Mr. Seibel traveled back to Switzerland and informed
12 UBS personnel that he wanted to close his Numbered UBS Account. Mr. Seibel explained he was
13 concerned about the existence of the account given recent press reports. Those press reports had
14 revealed various investigations commenced by United States law enforcement of UBS's role in
15 helping United States citizens evade federal income taxes by, among other things, using undeclared
16 foreign bank accounts at UBS.

17 99. In late May 2008, Mr. Seibel traveled to Switzerland to close out his Numbered UBS
18 Account. Prior to doing so, he created a Panamanian shell company called Mirza International
19 ("Mirza"). Mr. Seibel was the beneficial owner of the shell company. In addition, Mr. Seibel
20 opened another offshore account at a different Swiss bank, Banque J. Safra. This time, however,
21 he opened the account in the name of the newly created Mirza International instead of his own
22 name.

23 **(c) Mr. Seibel filed incomplete and inaccurate tax returns.**

24 100. On or about October 10, 2008, Mr. Seibel filed with the IRS a Form 1040 for
25 calendar year 2007. United States citizens and residents are obligated, on their Form 1040, to report
26 their income from any source, regardless of whether the source is inside or outside the United States.
27 Taxpayers who have a financial interest in, or signature authority over, a financial account in a
28

1 foreign country over a threshold amount also are required to file with the IRS a Report of Foreign
2 Bank and Financial Accounts, Form TD F 90-22.1 ("FBAR").

3 101. On his return, which Mr. Seibel signed under penalty of perjury, he omitted reporting
4 any dividend, interest, and other income received by him in one or more bank, securities, and other
5 financial accounts at UBS. Mr. Seibel also failed to report on Schedule B of his 2007 Form 1040
6 that he had an interest in or a signature authority over a financial account in a foreign country.
7 Moreover, because of his authority over the Numbered UBS Account, Mr. Seibel was required to
8 file a FBAR for calendar year 2007. He failed to do so.

9 102. On or about April 15, 2009, Mr. Seibel submitted his IRS Form 1040 for calendar
10 year 2008. On that return, Mr. Seibel omitted the dividend, interest, and other income received by
11 him in one or more bank, securities, and other financial accounts at UBS. Moreover, Mr. Seibel
12 falsely claimed that he did not have an interest in or signature authority or control over a financial
13 account in a foreign country. In addition, because of his authority over the Numbered UBS
14 Account, Mr. Seibel was required to file a FBAR for calendar year 2008. He failed to do so.

15 *(d) Mr. Seibel provided false application to voluntary disclosure program.*

16 103. In March 2009, the IRS began the Voluntary Disclosure Program to provide an
17 opportunity for U.S. taxpayers, not already under investigation by the IRS, to avoid criminal
18 prosecution by disclosing their previously undeclared offshore accounts and paying tax and
19 penalties on the income earned in those accounts.

20 104. On or about October 15, 2009, Mr. Seibel signed and caused to be submitted to the
21 IRS an application to the Voluntary Disclosure Program (the "Application"). The Application,
22 drafted by Mr. Seibel's mother's attorney, stated that Mr. Seibel had been unaware, during the years
23 2004 and 2005, that his mother had made deposits into the Numbered UBS Account for Mr. Seibel's
24 benefit. It also stated Mr. Seibel had been unaware, until he made inquiries of UBS in 2009, of the
25 status of his account at UBS and had in fact over time reached "the conclusion that deposits [into
26 his Numbered UBS Account] had been stolen or otherwise disappeared."

27 105. These statements were false. As set forth above, Mr. Seibel was (i) at all times
28 knowledgeable about the Numbered UBS Account and had taken a role in the oversight of, and

1 transactions in, that account, and (ii) was aware as to the disposition of the funds from that account,
2 as Mr. Seibel traveled to Switzerland the year before to effect the closing of the Numbered UBS
3 Account and transfer of its funds into another foreign bank account at a different Swiss bank. Thus,
4 when Mr. Seibel signed and submitted the Application, he was lying to the United States
5 government.

6 106. At some point, the United States government began to investigate Mr. Seibel for his
7 criminal activities. On April 18, 2016, the United States Attorney filed an information charging
8 Mr. Seibel with corrupt endeavor to obstruct and impede the due administration of the Internal
9 Revenue Laws, 26 U.S.C. § 7212(a). That same day, Mr. Seibel pleaded guilty to one count of a
10 corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws,
11 26 U.S.C. § 7212, a Class E Felony. Mr. Seibel stated that he was "pleading guilty because [he
12 was] in fact guilty," and admitted that on his IRS Form 1040 for the year 2008, he "corruptly
13 answer[ed] the question 'no' when [he] knew that answer was incorrect." Mr. Seibel's guilty plea
14 was the result of criminal conduct that began prior to Caesars entering into the Seibel Agreements.

15 107. On August 19, 2016, Mr. Seibel appeared at his sentencing hearing where he was
16 sentenced to 30 days in prison, six months of home confinement, and 300 hours of community
17 service.

18 108. Mr. Seibel, however, did not notify Caesars of his guilty plea. But he certainly
19 understood that it would result in the termination of his relationship with Caesars. In an attempt to
20 avoid these consequences of his impending felony conviction, Mr. Seibel informed Caesars on
21 April 8, 2016—ten days before entering his guilty plea—that he was (i) transferring all of the
22 membership interests of the Seibel-Affiliated Entities that he previously owned to two individuals
23 that would be trustees of a trust he had created; (ii) naming other individuals as the managers of the
24 Seibel-Affiliated Entities; (iii) assigning the agreements to new entities that had been created
25 (*i.e.*, LLTQ 16, FERG Enterprises 16, TPOV 16, and MOTI Partners 16, LLC); and (iv) delegating
26 all of his duties under the LLTQ, FERG, TPOV, and MOTI Agreements to Mr. Frederick.
27 Mr. Seibel did not disclose that he decided to perform these purported assignments, transfers, and
28 delegations because of his impending felony conviction. Mr. Seibel also transferred the interests

1 and duties relating to the Seibel-Affiliated Entities to his family and close friends—like
2 Mr. Frederick—and thus remained associated with the Seibel-Affiliated Entities.

3 **C. Caesars Exercises Its Sole Discretion to Terminate the Agreements with the**
4 **Seibel-Affiliated Entities.**

5 109. Despite the obligations of Mr. Seibel and the Seibel-Affiliated Entities to inform
6 Caesars of Mr. Seibel's felony conviction and update the relevant disclosures, they never did so.
7 Instead, Caesars only learned of Mr. Seibel's felony conviction from press reports in August 2016.
8 When Caesars became aware of Mr. Seibel's felony conviction, it promptly terminated all of its
9 agreements with the Seibel-Affiliated Entities.

10 **(a) *Termination of the MOTI Agreement.***

11 110. On September 2, 2016, counsel for Caesars Palace sent MOTI a letter terminating
12 the MOTI Agreement. Caesars explained the grounds for termination in its letter:

13 Pursuant to Section 9.2 of the Agreement, MOTI has acknowledged and agrees that
14 Caesars and/or its affiliates conduct business that are or may be subject to and exist
15 because of privileged licenses issued by governmental authorities. Additionally,
16 Section 9.2 provides that if Caesars determines, in its sole and absolute judgment,
17 that (a) any MOTI Associate is an Unsuitable Person and (b) such relationship is not
18 subject to cure, Caesars shall have the right to terminate the Agreement.

19 Caesars is aware that Rowen Seibel, who is a MOTI Associate under the Agreement,
20 has recently pleaded guilty to a one-count criminal information charging him with
21 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
22 (corrupt endeavor to obstruct and impede the due administration of the Internal
23 Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
24 Unsuitable Person.

25 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
26 relationship to MOTI are not capable of being cured. Accordingly, Caesars is
27 exercising its rights under Section 9.2 of the Agreement and is terminating the
28 Agreement effective immediately.

23 **(b) *Termination of the DNT Agreement.***

24 111. On September 2, 2016, counsel for Caesars Palace sent DNT a letter terminating the
25 DNT agreement. Caesars explained the grounds for termination in its letter:

26 Pursuant to Section 11.2 of the Agreement, the DNT Parties have acknowledged and
27 agree that Caesars and/or its affiliates conduct business that are or may be subject to
28 and exist because of privileged licenses issued by governmental authorities.
Additionally, Section 11.2 provides that Caesars determines, in its sole and absolute

1 judgment, that any DNT Associate is an Unsuitable Person, the DNT Parties shall
2 cease activity or relationship creating the issue.

3 Caesars is aware that Rowen Seibel, who is a DNT Associate under the Agreement,
4 has recently pleaded guilty to a one-count criminal information charging him with
5 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
(corrupt endeavor to obstruct and impede the due administration of the Internal
Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
Unsuitable Person.

6 Therefore, the DNT Parties shall, within 10 business days of receipt of this letter,
7 terminate any relationship with Mr. Seibel and provide Caesars with written evidence
8 of such terminated relationship. If the DNT Parties fails to terminate the relationship
with Mr. Seibel, Caesars will be required to terminate the agreement pursuant to
section 4.2.3 of the Agreement.

9 112. In response to this letter, DNT failed to provide Caesars with sufficient evidence
10 demonstrating that it had terminated its relationship with Mr. Seibel. Though Mr. Seibel had
11 purportedly assigned his rights and interests in DNT and the DNT Agreement, Caesars determined,
12 in its sole discretion—as it was entitled to do under the DNT Agreement—that DNT's relationship
13 was not subject to cure given Mr. Seibel's continued relationship with the principals and
14 representatives of DNT. As a result, the DNT Agreement was terminated.

15 (c) *Termination of the TPOV Agreement.*

16 113. On September 2, 2016, counsel for Caesars Palace sent TPOV a letter terminating
17 the TPOV agreement. Caesars explained the grounds for termination in its letter:

18 Pursuant to Section 10.2 of the Agreement, TPOV has acknowledged and agrees that
19 Caesars and/or its affiliates conduct business that are or may be subject to and exist
20 because of privileged licenses issued by governmental authorities. Additionally,
21 Section 10.2 provides that if Caesars determines, in its sole and absolute judgment,
that (a) any TPOV Associate is an Unsuitable Person and (b) such relationship is not
subject to cure, Caesars shall have the right to terminate the Agreement.

22 Caesars is aware that Rowen Seibel, who is a TPOV Associate under the Agreement,
23 has recently pleaded guilty to a one-count criminal information charging him with
24 impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212)
(corrupt endeavor to obstruct and impede the due administration of the Internal
Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an
Unsuitable Person.

25 Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his
26 relationship to TPOV are not capable of being cured. Accordingly, Caesars is
27 exercising its rights under Section 4.2.5 of the Agreement and is terminating the
28 Agreement effective immediately.

(d) Termination of the LLTQ Agreement.

114. On September 2, 2016, counsel for Caesars Palace sent LLTQ a letter terminating the LLTQ agreement. Caesars explained the grounds for termination in its letter:

Pursuant to Section 10.2 of the Agreement, LLTQ has acknowledged and agrees that Caesars and/or its affiliates conduct business that are or may be subject to and exist because of privileged licenses issued by governmental authorities. Additionally, Section 10.2 provides that if Caesars determines, in its sole and absolute judgment, that (a) any LLTQ Associate is an Unsuitable Person and (b) such relationship is not subject to cure, Caesars shall have the right to terminate the Agreement.

Caesars is aware that Rowen Seibel, who is a LLTQ Associate under the Agreement, has recently pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an Unsuitable Person.

Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his relationship to LLTQ are not capable of being cured. Accordingly, Caesars is exercising its rights under Section 4.2.5 of the Agreement and is terminating the Agreement effective immediately.

(e) Termination of the GRB Agreement.

115. On September 2, 2016, counsel for Caesars Palace sent GRB a letter terminating the GRB Agreement. Caesars explained the grounds for termination in its letter:

Pursuant to Section 11.2 of the Agreement, GRB has acknowledged and agrees that Caesars and/or its affiliates conduct business that are or may be subject to and exist because of privileged licenses issued by governmental authorities. Additionally, Section 11.2 provides that if Caesars determines, in its sole and absolute judgment, that any GRB Associate is an Unsuitable Person, GRB shall cease the activity or relationship creating the issue.

Caesars is aware that Rowen Seibel, who is a GR Associate under the Agreement, has recently pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an Unsuitable Person.

Therefore, GRB shall, within 10 business days of the receipt of this letter, terminate any relationship with Mr. Seibel and provide Caesars with written evidence of such terminated relationship. If GRB fails to terminate the relationship with Mr. Seibel, Caesars will be required to terminate the Agreement pursuant to Section 4.2.5 of the Agreement.

116. In response to this letter, GRB failed to provide Caesars with sufficient evidence demonstrating that it had terminated its relationship with Mr. Seibel. Though Mr. Seibel had

purportedly assigned his rights and interests in GRB and the GRB Agreement, Caesars determined, in its sole discretion—as it was entitled to do under the GRB Agreement—that GRB's relationship was not subject to cure given Mr. Seibel's continued relationship with the principals and representatives of GRB. Mr. Seibel's partner in GRB similarly informed Caesars that GRB could not adequately disassociate itself with Mr. Seibel. As a result, the GRB Agreement was terminated.

(f) Termination of the FERG Agreement.

117. On September 2, 2016, counsel for Caesars Palace sent FERG a letter terminating the FERG agreement. Caesars explained the grounds for termination in its letter:

Pursuant to Section 11.2 of the Agreement, FERG has acknowledged and agrees that Caesars and/or its affiliates conduct business that are or may be subject to and exist because of privileged licenses issued by governmental authorities. Additionally, Section 11.2 provides that if Caesars determines, in its sole and absolute judgment, that (a) any FERG Associate is an Unsuitable Person and (b) such relationship is not subject to cure, Caesars shall have the right to terminate the Agreement.

Caesars is aware that Rowen Seibel, who is a FERG Associate under the Agreement, has recently pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an Unsuitable Person.

Therefore, Caesars has determined that the nature of Rowen Seibel's actions and his relationship to FERG are not capable of being cured. Accordingly, Caesars is exercising its rights under Section 4.2(c) of the Agreement and is terminating the Agreement effective immediately.

(g) The Seibel-Affiliated Entities dispute the propriety of the termination of their agreements with Caesars,

118. After receiving the termination notices on September 2, 2016, counsel for the Defendants sent Caesars several letters disputing the propriety of the terminations. According to the Seibel-Affiliated Entities, Mr. Seibel no longer had any relationship with the Seibel-Affiliated Entities and thus Caesars' termination of the agreements was improper.

119. In response, counsel for Caesars explained that the Seibel-Affiliated Entities' relationship with Mr. Seibel was still unacceptable given the relationships of the assignees (like Mr. Frederick) to Mr. Seibel:

We note that the proposed assignee [of the agreements] and its Associates have direct or indirect relationships with Rowen Seibel. Based on the Company's experiences with the Nevada Gaming Control Board and other gaming regulatory authorities

1 which regulate the Company and its affiliates (collectively, "Gaming Regulatory
2 Authorities"), the Company believes that such relationships with Mr. Seibel would
3 be unacceptable to the Gaming Regulatory Authorities. Further the Company
4 believes that a commercial relationship with the proposed assignee and its Associates,
5 because of their relationships with Mr. Seibel, would also be unacceptable to the
6 Gaming Regulatory Authorities. Lastly, we note that Mr. Seibel failed, through the
7 applicable entity, to affirmatively update prior disclosures to the Company, which
8 updated disclosure is required and bears directly on his suitability.

9 Based on the foregoing, the Company reasonably believes the commercial
10 relationship with the proposed assignee and its Associates would result in a
11 disciplinary action by one or more of the Gaming Regulatory Authorities, which
12 could jeopardize the Company's privileged licenses. Therefore, the Company has
13 determined that the proposed assignee and its Affiliates are Unsuitable Persons.

14 Pursuant to the Letter Agreement, dated May 16, 2014, (i) the Company is not
15 satisfied, in its sole reasonable discretion, that the proposed assignee and its
16 Associates are not Unsuitable Persons and (ii) the Compliance Committee has not
17 approved the proposed assignee and its Associates.

18 **D. Legal Proceedings Involving Caesars and the Defendants.**

19 **(a) *Contested matters involving Caesars Palace, CAC, LLTQ, FERG, and***
20 ***MOTI.***

21 120. In January 2015, Caesars Entertainment Operating Company, Inc. and a number of
22 its subsidiaries and affiliates (including Caesars Palace and CAC) filed for bankruptcy protection
23 under Chapter 11 in the United States Bankruptcy Court, Northern District of Illinois, Eastern
24 Division. As part of that bankruptcy, Caesars Palace, CAC, FERG, LLTQ, and MOTI are involved
25 in several contested matters.

26 121. First, Caesars Palace filed a motion to reject the LLTQ and FERG Agreements.
27 Caesars Palace concluded that the costs of these two agreements outweighed any potential benefits
28 that Caesars Palace could realize by continuing to perform under the agreements. LLTQ and FERG
objected to Caesars Palace's motion to reject the LLTQ and FERG Agreements on the grounds that,
inter alia, (i) the LLTQ and FERG Agreements are integrated with the separate agreements that
Caesars Palace entered into with Gordon Ramsay, and (ii) Sections 13.22 and 4.1 are enforceable
restrictive covenants that prevent the rejection of the LLTQ and FERG agreements.

122. Second, LLTQ and FERG filed a motion for the payment of administrative expenses
relating to payments purportedly owed to LLTQ and FERG for operation of the relevant restaurants
after Caesars Palace filed for bankruptcy. Caesars Palace objected to this motion on the grounds

1 that LLTQ and FERG have not provided any post-petition benefit to Caesars Palace. Indeed, LLTQ
2 and FERG did not provide Caesars Palace with any services after Caesars Palace filed for
3 bankruptcy.

4 123. Third, MOTI filed a motion for the payment of administrative expenses relating to
5 Caesars Palace's use of MOTI's intellectual property during the wind-down period following the
6 termination of the MOTI Agreement. Caesars Palace objected to this motion on the grounds that
7 MOTI is not entitled to an administrative expense where, as here, the MOTI Agreement was
8 terminated because MOTI was, and is, an "Unsuitable Person."

9 124. In connection with these three motions, the parties have conducted discovery on a
10 number of issues, including the suitability of LLTQ, FERG, and Mr. Seibel. And, as a defense to
11 LLTQ and FERG's motion for the payment of administrative defenses, Caesars Palace and CAC
12 have raised LLTQ and FERG's failure to disclose Mr. Seibel's criminal activities. Caesars Palace
13 and CAC contend that LLTQ and FERG's failure to do so constitutes fraudulent inducement and
14 breaches the LLTQ and FERG Agreements.

15 125. The contested matters in the bankruptcy court do not, however, directly implicate
16 Caesars' decision to terminate its agreements with the Seibel-Affiliated Entities. Instead, counsel
17 for LLTQ and FERG have stated in filings in the bankruptcy court that they intend to challenge the
18 propriety of the termination of the relevant agreements but do not believe that issue should be heard
19 by the bankruptcy court:

- 20 • "[T]he [Debtors'] fraudulent inducement claim, like the issue of whether the
21 Termination [of the LLTQ and FERG Agreements] was proper in the first instance,
22 is not presently before [the bankruptcy court] and should be resolved in separate
23 proceedings (likely in state court or federal district court)."
- 24 • "[LLTQ and FERG] will challenge the propriety of the purported termination
25 of the [LLTQ and FERG Agreements] in the appropriate venue, likely outside of the
26 Chapter 11 cases."

27 **(b) *Litigation involving GRB and Planet Hollywood.***

28 126. On January 11, 2017, Mr. Seibel, purportedly derivatively on behalf of GRB, filed
a complaint in the United States District Court for the District of Nevada naming Planet Hollywood
as a defendant. Mr. Seibel also filed a motion for a preliminary injunction enjoining

Planet Hollywood from (i) terminating the GRB Agreement or, alternatively, (ii) utilizing GRB's intellectual property and operating a restaurant in the premises for the GR Burgr restaurant. This action was dismissed from the federal court on jurisdictional grounds and Mr. Seibel re-filed a similar complaint and motion for preliminary injunction in the Eighth Judicial District Court in Clark County, Nevada, Case No. A-17-751759 (Hon. Joe Hardy). The state court complaint included counts for (i) breach of contract arising out of the termination of the GRB Agreement; (ii) breach of the implied covenant of good faith and fair dealing relating to the termination of the GRB Agreement on suitability grounds; (iii) unjust enrichment relating to Planet Hollywood's use of GRB's intellectual property; (iv) civil conspiracy relating to the circumstances surrounding the termination of the GRB Agreement; (v) specific performance requiring Planet Hollywood to pay GRB; and (vi) declaratory relief establishing, inter alia, that Planet Hollywood must stop using the GR intellectual property and compensate GR for the period of time it utilized GRB's intellectual property.

127. The Court denied Mr. Seibel's motion for a preliminary injunction on the grounds that Mr. Seibel did not demonstrate irreparable harm, likelihood of success on the merits, balance of hardships, or that public policy weighed in his favor.

128. Planet Hollywood moved to dismiss Mr. Seibel's claims for breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, civil conspiracy, and declaratory relief. The Court granted in part and denied in part Planet Hollywood's motion. Specifically, the Court granted Planet Hollywood's motion to dismiss Mr. Seibel's breach of contract claim to the extent it was based on Caesars allegedly receiving money that should have been paid to GRB under the GRB Agreement, Caesars' failure to provide GRB with an opportunity to cure its association with any unsuitable persons, and Caesars' efforts to open a rebranded restaurant with Gordon Ramsay. Mr. Seibel subsequently filed an amended complaint, reasserting some of the same causes of action and adding further allegations. On July 21, 2017, Planet Hollywood answered the amended complaint and asserted a counterclaim for fraudulent concealment against Mr. Seibel individually.

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LAS VEGAS, NEVADA 89101

(c) *Nevada Federal District Court litigation involving TPOV and Paris.*

129. On February 3, 2017, TPOV Enterprises 16, LLC filed a complaint in the United States District Court for the District of Nevada against Paris, Case No. 2:17-cv-00346-JCM-VCF. TPOV Enterprises 16, LLC alleges, inter alia, that (i) Paris breached the TPOV Agreement by, inter alia, refusing to continue to pay TPOV 16 and terminating the TPOV Agreement; (ii) Paris breached the implied covenant of good faith and fair dealing by, inter alia, disputing the validity of the assignment of the TPOV Agreement and claiming that TPOV is an Unsuitable Person; (iii) Paris has been unjustly enriched by its failure to pay TPOV 16 in accordance with the TPOV Agreement; and (iv) it is entitled to a declaration that the assignment of the TPOV Agreement from TPOV to TPOV 16 was valid and TPOV 16 is not associated with an Unsuitable Person.

130. Paris moved to dismiss TPOV 16's claims based on subject matter jurisdiction and failure to state a claim upon which relief could be granted. The District Court (Judge Mahan) granted the motion in part, and denied it in part, dismissing TPOV 16's claim for unjust enrichment. On July 21, 2017, Paris answered the complaint, and asserted counterclaims for breach of contract, breach of the implied covenant, fraudulent concealment, civil conspiracy, and declaratory relief against TPOV, TPOV 16, and Mr. Seibel personally.

COUNT I

**(Declaratory Judgment Against All Defendants Declaring That
Caesars Properly Terminated All of the Seibel Agreements)**

131. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully set forth herein.

132. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or whose rights, status or other legal relations are affected by a [contract] may have determined any question of construction or validity arising under the [contract] and obtain a declaration of rights, status or other legal relations thereunder."

133. The parties dispute whether Caesars properly terminated the Seibel Agreements. Thus, there is a justiciable controversy ripe for adjudication among the parties.

134. Caesars properly exercised its sole and absolute discretion to terminate the Seibel Agreements after it determined Mr. Seibel and the Seibel-Affiliated Entities were unsuitable under the Seibel Agreements given Mr. Seibel's felony conviction and his criminal activities that led to his conviction. Caesars also properly exercised its sole and absolute discretion to terminate the Seibel Agreements in light of the Seibel-Affiliated Entities' failure to disclose Mr. Seibel's felony conviction and his criminal activities that led to his conviction. Caesars therefore seeks a declaration that the Seibel Agreements were properly terminated.

135. Caesars further requests any additional relief authorized by the law, the Seibel Agreements or found fair, equitable, just, or proper by the Court, including but not limited to attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the same.

COUNT II

(Declaratory Judgment Against All Defendants Declaring That Caesars Does Not Have Any Current or Future Obligations to Defendants Under the Seibel Agreements)

136. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully set forth herein.

137. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or whose rights, status or other legal relations are affected by a [contract] may have determined any question of construction or validity arising under the [contract] and obtain a declaration of rights, status or other legal relations thereunder."

138. The parties dispute whether Caesars has any current or future financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities. Thus, there is a justiciable controversy ripe for adjudication among the parties.

139. Caesars does not have any current or future financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities for at least three reasons.

140. First, the express language of the Seibel Agreements states that Caesars has no future obligations to the Seibel-Affiliated Entities where, as here, termination is based on suitability or non-disclosure grounds. For example, the MOTI Agreement provides that "[a]ny termination by

1 Caesars under [the suitability and disclosure provision] shall terminate the obligations of each Party
2 to this Agreement" Similarly, all of the Seibel Agreements state that termination based on
3 unsuitability grounds under the agreements has "immediate effect" and alleviates the parties of any
4 future obligations.

5 141. Second, Mr. Seibel and the Seibel-Affiliated Entities fraudulently induced Caesars
6 to enter into the Seibel Agreements when they failed to disclose Mr. Seibel's illegal activities.
7 Mr. Seibel and the Seibel-Affiliated Entities all represented—through the MOTI and DNT Business
8 Information Forms—that he had not been a party to any felony in the past ten years and there was
9 nothing in Mr. Seibel's past that would prevent him from being licensed by a gaming authority.
10 Although Caesars had the right to request information from each entity to satisfy itself that
11 Mr. Seibel was suitable from a regulatory perspective, it had received such assurances in the
12 Business Information Forms with respect to the MOTI Agreement and DNT Agreement. To the
13 extent the MOTI and DNT suitability disclosures became inaccurate, they had to be updated without
14 Caesars making a request. Caesars therefore reasonably relied on Mr. Seibel's prior representations
15 to satisfy itself that Mr. Seibel remained a suitable person when entering into the TPOV Agreement,
16 LLTQ Agreement, GRB Agreement, and FERG Agreement.

17 142. Caesars reasonably relied on Defendants' representations when deciding to enter into
18 each agreement with the Seibel-Affiliated Entities. Specifically, Caesars relied on the following
19 representations:

- 20 • The MOTI and DNT Business Information Forms;
- 21 • Sections 8.1, 9.1, and 9.2 of the MOTI Agreement;
- 22 • Sections 10.2, 11.1, and 11.2 of the DNT Agreement;
- 23 • Sections 9.2, 10.1, and 10.2 of the TPOV Agreement;
- 24 • Sections 9.2, 10.1, and 10.2 of the LLTQ Agreement;
- 25 • Sections 10.3, 11.1, and 11.2 of the GRB Agreement; and
- 26 • Sections 10.2, 11.1, and 11.2 of the FERG Agreement.

27 143. Mr. Seibel and the Seibel-Affiliated Entities knew that these representations were
28 false when made. The fraudulent inducement of Mr. Seibel and the Seibel-Affiliated Entities

1 permits Caesars to rescind the Seibel Agreements and thereby avoid future obligations to Mr. Seibel
2 or the Seibel-Affiliated Entities.

3 144. Third, the Seibel-Affiliated Entities repeatedly breached the Seibel Agreements
4 when they failed to update their prior disclosures to reflect Mr. Seibel's illegal activities. Because
5 the Seibel-Affiliated Entities breached the Seibel Agreements, Caesars is no longer required to
6 perform under the Seibel Agreement.

7 145. Caesars therefore seeks a declaration that Caesars does not have any current or future
8 financial obligations or commitments to Mr. Seibel or the Seibel-Affiliated Entities.

9 146. Caesars further requests any additional relief authorized by the law, the Seibel
10 Agreements or found fair, equitable, just, or proper by the Court, including but not limited to
11 attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the
12 same.

13 COUNT III

14 **(Declaratory Judgment Against All Defendants Declaring that the Seibel Agreements Do** 15 **Not Prohibit or Limit Existing or Future Restaurant Ventures Between Caesars and** 16 **Gordon Ramsay)**

17 147. Caesars hereby repeats and re-alleges each of the above paragraphs as though fully
18 set forth herein.

19 148. NRS 30.040(1) provides that "[a]ny person interested under [a written contract] or
20 whose rights, status or other legal relations are affected by a [contract] may have determined any
21 question of construction or validity arising under the [contract] and obtain a declaration of rights,
22 status or other legal relations thereunder."

23 149. The parties dispute whether section 13.22 of the LLTQ Agreement and Section 4.1
24 of the FERG Agreement are enforceable and require Caesars to include Mr. Seibel, LLTQ, and/or
25 FERG in current or future ventures between Caesars and Mr. Ramsay. Thus, there is a justiciable
26 controversy ripe for adjudication among the parties.

27 150. Section 13.22 of the LLTQ Agreement is unenforceable as a matter of law because
28 (a) the LLTQ Agreement was properly terminated; (b) Caesars is prohibited from entering into a

1 business relationship with LLTQ or Mr. Seibel given that LLTQ and Mr. Seibel are Unsuitable
2 Persons; and (c) Section 13.22 is overly broad, indefinite, vague, and ambiguous.

3 151. Section 13.22 is overly broad and indefinite because it does not contain any
4 geographic or temporal limitations. For example, by its terms, the restrictive covenant in
5 Section 13.22 could apply to future ventures between any Caesars affiliate and Mr. Ramsay located
6 anywhere in world. It could also apply to future ventures between any Caesars affiliate and
7 Mr. Ramsay entered into 40 years after LLTQ and Caesars Palace entered into the LLTQ
8 Agreement. Under Nevada law, the lack of any geographic or temporal restrictions render the
9 restrictive covenant in Section 13.22 unenforceable.

10 152. Section 13.22 is vague and ambiguous because it does not clearly specify which
11 future ventures are subject to the restrictive covenant contained therein. On the one hand,
12 Section 13.22 broadly states that ventures "generally in the nature of" pubs, bars, cafes, taverns,
13 steak restaurants, fine dining steakhouses, and chophouses are encompassed by the restrictive
14 covenant. On the other hand, Section 13.22 is seemingly limited to ventures that Caesars elects to
15 pursue "under the [LLTQ Agreement]," which relates only to the Gordon Ramsay Pub.

16 153. Section 4.1 of the FERG Agreement is unenforceable as a matter of law because
17 (a) the FERG Agreement was properly terminated; (b) Caesars is prohibited from entering into a
18 business relationship with FERG or Mr. Seibel given that FERG and Mr. Seibel are Unsuitable
19 Persons; and (c) Section 4.1 is overly broad, indefinite, vague, and ambiguous.

20 154. Section 4.1 is overly broad, indefinite, vague, and ambiguous because it does not
21 contain any temporal limitations. For example, by its terms, Section 4.1 could apply to any future
22 ventures entered into between CAC and an affiliate at any point in time. In addition, Section 4.1 is
23 not limited to CAC but includes all of CAC's affiliates. Section 4.1 also is not limited to specific
24 types of restaurants but includes any agreement that merely relates to the premises where the current
25 restaurant is located. Finally, Section 4.1 is vague and ambiguous because it is unclear how the
26 FERG Agreement could "be in effect and binding on the parties" if a "new agreement is executed"
27 between the parties—i.e., it is not clear how both agreements could simultaneously be in effect,
28

1 what the terms of the agreements would be, how the new agreement would be negotiated, and which
2 terms would govern the parties' relationship.

3 155. Caesars therefore seeks a declaration that section 13.22 of the LLTQ Agreement and
4 Section 4.1 of the FERG Agreement are unenforceable and Caesars does not have any current or
5 future obligations pursuant to those provisions or otherwise that would prohibit or limit existing or
6 future restaurant ventures between Caesars and Gordon Ramsay.

7 156. Caesars further requests any additional relief authorized by the law, the Seibel
8 Agreements or found fair, equitable, just, or proper by the Court, including but not limited to
9 attorneys' fees, costs, and interest under NRS 30.120 or any other law or agreement allowing the
10 same.

11 Prayer for Relief

12 WHEREFORE, Caesars respectfully prays for judgment as follows:

- 13 (a) Declaratory Relief as requested herein;
- 14 (b) Equitable relief;
- 15 (c) Reasonable attorneys' fees and costs; and
- 16 (d) Any additional relief this Court may deem just and proper

17 DATED this 24th day of August, 2017.

18 PISANELLI BICE PLLC

19 By: 

20 James J. Pisanelli, Esq., Bar No. 4027
21 Debra L. Spinelli, Esq., Bar No. 9695
22 M. Magali Mercera, Esq. Bar No. 11742
23 Brittne T. Watkins, Esq., Bar No. 13612
24 400 South 7th Street, Suite 300
25 Las Vegas, Nevada 89101

26 and

27 Jeffrey J. Zeiger, P.C., Esq.
28 (pro hac vice forthcoming)
William E. Arnault, IV, Esq.
(pro hac vice forthcoming)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654

Attorneys for Plaintiffs

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

GROUP EXHIBIT B

Case Information

A-17-760537-B | Desert Palace Inc, Plaintiff(s) vs. Rowen Seibel, Defendant(s)

Case Number	Court	Judicial Officer
A-17-760537-B	Department 27	Allf, Nancy
File Date	Case Type	Case Status
08/25/2017	Other Business Court Matters	Open

Party

Plaintiff
Desert Palace Inc

Active Attorneys ▼
Lead Attorney
Pisanelli, James J
Retained

Attorney
Mercera, Maria
Magali
Retained

Attorney
Spinelli, Debra L.
Retained

Attorney
Watkins, Brittinee
T
Retained

Plaintiff
PHWLV LLC

Active Attorneys ▼
Lead Attorney
Pisanelli, James J
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Attorney
Mercera, Maria
Magali
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Attorney
Spinelli, Debra L.
Retained

Attorney
Watkins, Brittinee
T
Retained

Plaintiff
Boardwalk Regency Corporation

Aliases
DBA Caesars Atlantic City

Active Attorneys ▼
Lead Attorney
Pisanelli, James J
Retained

Attorney
Mercera, Maria
Magali
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Attorney
Watkins, Brittinee
T
Retained

Attorney
Spinelli, Debra L.
Retained

Plaintiff
Paris Las Vegas Operating Company LLC

Active Attorneys ▼
Lead Attorney
Pisanelli, James J
Retained

Attorney
Mercera, Maria
Magali
Retained

Attorney
Spinelli, Debra L.
Retained

Attorney
Watkins, Brittinee
T
Retained

Defendant
Seibel, Rowen

Defendant
LLTQ Enterprises LLC

Defendant
LLTQ Enterprises 16 LLC

Defendant
Ferg LLC

Defendant
Ferg 16 LLC

Defendant
MOTI Partners LLC

Defendant
MOTI Partners 16, LLC

Defendant

0369

TPOV Enterprises LLC

Defendant

TPOV Enterprises 16 LLC

Defendant

DNT Acquisition LLC

Defendant

GR Burgr LLC

Defendant

Frederick, J Jeffrey

Active Attorneys▼

Lead Attorney
Atkinson, Robert
E.
Retained

Events and Hearings

08/25/2017 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD

Comment

Initial Appearance Fee Disclosure

08/25/2017 Complaint (Business Court) ▼

Complaint (Business Court) - COMPB

Comment

Complaint

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to Rowen Seibel

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to LLTQ Enterprises, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to LLTQ Enterprises 16, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to FERG, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to FERG 16, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to Moti Partners, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to Moti Partners 16, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to TPOV Enterprises, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to TPOV Enterprises 16, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to DNT Acquisition, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

0371

App. 2787 9/27/2017, 12:17 PM

Comment

Summons to GR Burgr, LLC

09/05/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons to J. Jeffrey Frederick

09/12/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service to GR Burgr, LLC

09/14/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - DNT Acquisition, LLC

09/26/2017 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD

Comment

Initial Appearance Fee Disclosure

09/26/2017 Notice of Appearance ▼

Notice of Appearance - NOTA

Comment

Notice of Appearance for Defendant J. Jeffrey Frederick

Financial

Desert Palace Inc

Total Financial Assessment

\$1,620.00

Total Payments and Credits

\$1,620.00

8/25/2017 Transaction
Assessment

\$1,620.00

0372

App. 2788

9/27/2017, 12:17 PM

8/25/2017	Efile	Receipt #	Desert	(\$1,620.00)
	Payment	2017-67410-	Palace	
		CCCLK	Inc	

Frederick, J Jeffrey

Total Financial Assessment	\$1,483.00
Total Payments and Credits	\$1,483.00

9/26/2017	Transaction	\$1,483.00
	Assessment	

9/26/2017	Efile	Receipt #	Frederick,	(\$1,483.00)
	Payment	2017-74493-	J Jeffrey	
		CCCLK		

Documents

Initial Appearance Fee Disclosure - IAFD

Complaint (Business Court) - COMPB

Affidavit of Service - AOS

Affidavit of Service - AOS

Initial Appearance Fee Disclosure - IAFD

Notice of Appearance - NOTA

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Steven D. Grierson
CLERK OF THE COURT



IAFD

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PISANELLI BICE PLLC
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DISTRICT COURT

CLARK COUNTY, NEVADA

DESERT PALACE, INC.; PARIS
LAS VEGAS OPERATING
COMPANY, LLC; PHWLV, LLC; and
BOARDWALK REGENCY
CORPORATION d/b/a CAESARS
ATLANTIC CITY,

CASE NO. A-17-760537-B

DEPT. NO. Department 27

Plaintiffs,

-vs-

ROWEN SEIBEL; LLTQ ENTERPRISES,
LLC; LLTQ ENTERPRISES 16, LLC;
FERG, LLC; FERG 16, LLC; MOTI
PARTNERS, LLC; MOTI PARTNERS 16,
LLC; TPOV ENTERPRISES, LLC; TPOV
ENTERPRISES 16, LLC; DNT
ACQUISITION, LLC; GR BURGR, LLC;
and J. JEFFREY FREDERICK,

Defendants.

INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19)

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are
submitted for parties appearing in the above entitled action as indicated below:

New Complaint Fee	1 st Appearance Fee
<input checked="" type="checkbox"/> \$1530 <input type="checkbox"/> \$520 <input type="checkbox"/> \$299 <input type="checkbox"/> \$270.00	<input type="checkbox"/> \$1483.00 <input type="checkbox"/> \$473.00 <input type="checkbox"/> \$223.00
Name: DESERT PALACE, INC.	
PARIS LAS VEGAS OPERATING COMPANY, LLC	<input checked="" type="checkbox"/> \$30
PHWLV, LLC	<input checked="" type="checkbox"/> \$30

IAFD.doc/8/23/2017

0374

1 BOARDWALK REGENCY CORPORATION

☒ \$30

2 d/b/a CAESARS ATLANTIC CITY

3 TOTAL REMITTED: (Required)

Total Paid

\$ 1620

4
5 DATED this 23rd day of August, 2017.

6
7
8 James J. Pisanelli, Esq.

#9695
622

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11 *Attorneys for Plaintiffs*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 DESERT PALACE, INC.;

15 PARIS LAS VEGAS OPERATING

COMPANY, LLC; PHWLTV, LLC; and

16 BOARDWALK REGENCY CORPORATION

d/b/a CAESARS ATLANTIC CITY,

17 Plaintiffs,

18 v.

19 ROWEN SEIBEL; LLTQ

ENTERPRISES, LLC; LLTQ

20 ENTERPRISES 16, LLC; FERG, LLC;

FERG 16, LLC; MOTI PARTNERS, LLC;

21 MOTI PARTNERS 16, LLC; TPOV

ENTERPRISES, LLC; TPOV ENTERPRISES

22 16, LLC; DNT ACQUISITION, LLC; GR

BURGR, LLC; and J. JEFFREY

23 FREDERICK,

24 Defendants.

Case No.: A-17-760537-B

Dept. No.: XXVII

SUMMONS TO ROWEN SEIBEL

26 **SUMMONS – CIVIL**

27 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
28 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.**
READ THE INFORMATION BELOW.

1 **TO DEFENDANT:** A civil Complaint has been filed by the Plaintiff(s) against you for the relief
2 set forth in the Complaint.

3 1. If you intend to defend this lawsuit, within 20 days after this Summons is served
4 on you, exclusive of the day of service, you must do the following:

5 (a) File with the Clerk of this Court, whose address is shown below, a formal
6 written response to the Complaint in accordance with the rules of the Court,
7 with the appropriate filing fee.

8 (b) Serve a copy of your response upon the attorney whose name and address
9 is shown below.

10 2. Unless you respond, your default will be entered upon application of the
11 Plaintiff(s) and failure to so respond will result in a judgment of default against
12 you for the relief demanded in the Complaint, which could result in the taking of
13 money or property or other relief requested in the Complaint.

14 3. If you intend to seek the advice of an attorney in this matter, you should do so
15 promptly so that your response may be filed on time.

16 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
17 board members, commission members and legislators each have 45 days after
18 service of this Summons within which to file an Answer or other responsive
19 pleading to the Complaint.

20 Submitted by:

21 PISANELLI BICE PLLC

STEVEN D. GRIERSON
CLERK OF COURT

22 By: 

By:  9/6/2017

23 James J. Pisanelli, Esq., Bar No. 4027
24 Debra L. Spinelli, Esq., Bar No. 9695
25 M. Magali Mercera, Esq., Bar No. 11742
26 Brittanie T. Watkins, Esq., Bar No. 13612
27 400 South 7th Street, Suite 300
28 Las Vegas, Nevada 89101

Deputy Clerk Kim M. Martin
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

Attorneys for Plaintiffs

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LAS VEGAS, NEVADA 89101
702.214.2100

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9/5/2017 6:08 PM

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Telephone: 312.862.2000

11 *Attorneys for Plaintiffs*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 DESERT PALACE, INC.;

15 PARIS LAS VEGAS OPERATING

16 COMPANY, LLC; PHWLTV, LLC; and

17 BOARDWALK REGENCY CORPORATION

d/b/a CAESARS ATLANTIC CITY,

18 Plaintiffs,

19 v.

20 ROWEN SEIBEL; LLTQ

21 ENTERPRISES, LLC; LLTQ

22 ENTERPRISES 16, LLC; FERG, LLC;

23 FERG 16, LLC; MOTI PARTNERS, LLC;

24 MOTI PARTNERS 16, LLC; TPOV

25 ENTERPRISES, LLC; TPOV ENTERPRISES

26 16, LLC; DNT ACQUISITION, LLC; GR

27 BURGR, LLC; and J. JEFFREY

28 FREDERICK,

Defendants.

Case No.: A-17-760537-B

Dept. No.: XXVII

**SUMMONS TO
LLTQ ENTERPRISES, LLC**

SUMMONS – CIVIL

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
READ THE INFORMATION BELOW.**

1 **TO DEFENDANT:** A civil Complaint has been filed by the Plaintiff(s) against you for the relief
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19 pleading to the Complaint.

20 Submitted by:

21 PISANELLI BICE PLLC

STEVEN D. GRIERSON
CLERK OF COURT

22 By: 

By:  9/6/2017

23 James J. Pisanelli, Esq., Bar No. 4027
24 Debra L. Spinelli, Esq., Bar No. 9695
25 M. Magali Mercera, Esq., Bar No. 11742
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11 *Attorneys for Plaintiffs*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 DESERT PALACE, INC.;
15 PARIS LAS VEGAS OPERATING
16 COMPANY, LLC; PHWL, LLC; and
17 BOARDWALK REGENCY CORPORATION
d/b/a CAESARS ATLANTIC CITY,

18 Plaintiffs,

18 v.

19 ROWEN SEIBEL; LLTQ
20 ENTERPRISES, LLC; LLTQ
21 ENTERPRISES 16, LLC; FERG, LLC;
22 FERG 16, LLC; MOTI PARTNERS, LLC;
23 MOTI PARTNERS 16, LLC; TPOV
ENTERPRISES, LLC; TPOV ENTERPRISES
16, LLC; DNT ACQUISITION, LLC; GR
BURGR, LLC; and J. JEFFREY
FREDERICK,

24 Defendants.

Case No.: A-17-760537-B

Dept. No.: XXVII

**SUMMONS TO
LLTQ ENTERPRISES 16, LLC**

26 **SUMMONS – CIVIL**

27 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
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STEVEN D. GRIERSON
CLERK OF COURT

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11 *Attorneys for Plaintiffs*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 DESERT PALACE, INC.;
15 PARIS LAS VEGAS OPERATING
COMPANY, LLC; PHWL, LLC; and
16 BOARDWALK REGENCY CORPORATION
d/b/a CAESARS ATLANTIC CITY,

17 **Plaintiffs,**

18 **v.**

19 ROWEN SEIBEL, LLTQ
ENTERPRISES, LLC; LLTQ
20 ENTERPRISES 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI PARTNERS, LLC;
21 MOTI PARTNERS 16, LLC; TPOV
ENTERPRISES, LLC; TPOV ENTERPRISES
22 16, LLC; DNT ACQUISITION, LLC; GR
BURGR, LLC; and J. JEFFREY
23 FREDERICK,

24 **Defendants.**

Case No.: A-17-760537-B

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SUMMONS TO FERG, LLC

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STEVEN D. GRIERSON
CLERK OF COURT

22 By: 

By:  9/6/2017

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11 *Attorneys for Plaintiffs*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

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15 PARIS LAS VEGAS OPERATING
16 COMPANY, LLC; PHWLTV, LLC; and
17 BOARDWALK REGENCY CORPORATION
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18 Plaintiffs,

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21 ENTERPRISES, LLC; LLTQ
22 ENTERPRISES 16, LLC; FERG, LLC;
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25 ENTERPRISES, LLC; TPOV ENTERPRISES
26 16, LLC; DNT ACQUISITION, LLC; GR
27 BURGR, LLC; and J. JEFFREY
28 FREDERICK,

Defendants.

Case No.: A-17-760537-B

Dept. No.: XXVII

SUMMONS TO FERG 16, LLC

SUMMONS – CIVIL

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STEVEN D. GRIERSON
CLERK OF COURT

22 By 

By  9/6/2017

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Deputy Clerk: Kim M. Martin
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Attorneys for Plaintiffs

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10 Chicago, IL 60654

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11 *Attorneys for Plaintiffs*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 DESERT PALACE, INC.;

15 PARIS LAS VEGAS OPERATING

COMPANY, LLC; PHWLTV, LLC; and

16 BOARDWALK REGENCY CORPORATION

d/b/a CAESARS ATLANTIC CITY,

17 **Plaintiffs,**

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ENTERPRISES, LLC; LLTQ

20 ENTERPRISES 16, LLC; FERG, LLC;

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ENTERPRISES, LLC; TPOV ENTERPRISES

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BURGR, LLC; and J. JEFFREY

23 FREDERICK,

24 **Defendants.**

Case No.: A-17-760537-B

Dept. No.: XXVII

SUMMONS TO MOTI PARTNERS, LLC

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400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101
702.214.2100

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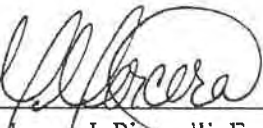
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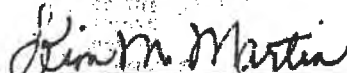
PISANELLI BICE PLLC

STEVEN D. GRIERSON
CLERK OF COURT

By:



By:



9/6/2017

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12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 DESERT PALACE, INC.;

15 PARIS LAS VEGAS OPERATING

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20 ENTERPRISES 16, LLC; FERG, LLC;

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23 FREDERICK,

24 Defendants.

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**SUMMONS TO
MOTI PARTNERS 16, LLC**

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22 By: 

23 By:  9/6/2017

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11 *Attorneys for Plaintiffs*

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13 **CLARK COUNTY, NEVADA**

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**SUMMONS TO
TPOV ENTERPRISES, LLC**

SUMMONS – CIVIL

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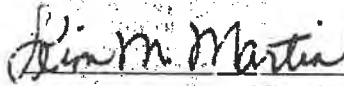
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Attorneys for Plaintiffs

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TPOV ENTERPRISES 16, LLC**

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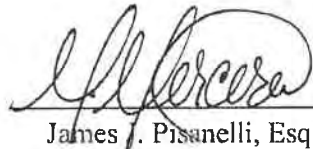
1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

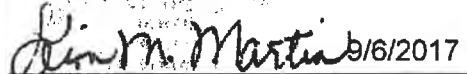
PISANELLI BICE PLLC

STEVEN D. GRIERSON
CLERK OF COURT

By:



By:



James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittanie T. Watkins, Esq., Bar No. 13612
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Deputy Clerk **Kim Martin**
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

Attorneys for Plaintiffs

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Steven D. Grierson
CLERK OF THE COURT



AFFT
Pisanelli Bice, PLLC
James J. Pisanelli, Esq.,
400 S. 7th Street, Suite 300
Las Vegas, NV 89101
State Bar No.: 4027
Attorney(s) for: Plaintiff(s)

DISTRICT COURT
CLARK COUNTY, NEVADA

Case No.:
A-17-760537-B

Desert Palace, Inc.; et al.
vs
Rowen Seibel; et al.

Plaintiff(s)

Defendant(s)

Dept. No.: XXVII

Date:
Time:

AFFIDAVIT OF SERVICE

Tina Irizarry, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the Summons to GR Burgr, LLC; Complaint: Business Court Civil Cover Sheet on the 7th day of September, 2017 and served the same on the 7th day of September, 2017 at 2:25 pm by serving the Defendant(s), GR Burgr, LLC by personally delivering and leaving a copy at Registered Agent, United Corporate Services, 874 Walker Rd., Suite C, Dover, DE 19904 with Tara Fox, Authorized Agent pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

State of Delaware, County of Kent

SUBSCRIBED AND SWORN to before me on this

11th day of September, 2017



Notary Public

Shelly Rae Miles
Notary Public
State of Delaware
Kent County

No. 220151229000017

My Commission Expires Dec. 29, 2017

Affiant: Tina Irizarry
Process Server

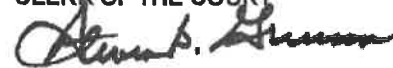
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AFFT

Pisanelli Bice, PLLC
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Las Vegas, NV 89101
State Bar No.: 4027
Attorney(s) for: Plaintiff(s)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Case No.:
A-17-760537-B

Desert Palace, Inc.; et al.
vs
Rowen Seibel; et al.

Plaintiff(s)

Defendant(s)

Dept. No.: XXVII

Date:
Time:

AFFIDAVIT OF SERVICE

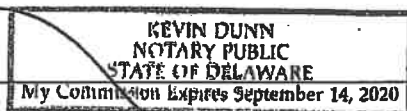
Denorris Britt, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the Summons to DNT Acquisition, LLC: Complaint: Business Court Civil Cover Sheet on the 7th day of September, 2017 and served the same on the 7th day of September, 2017 at 3:40 pm by serving the Defendant(s), DNT Acquisition, LLC by personally delivering and leaving a copy at Registered Agent, Corporation Trust Company, 1209 Orange St., Wilmington, DE 19801 with Amy McLaren, authorized employee pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

State of Delaware, County of New Castle

SUBSCRIBED AND SWORN to before me on this

14th day of Sept., 2017

Notary Public



Affiant: Denorris Britt
Process Server

WorkOrderNo 1706227



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Steven D. Grierson
CLERK OF THE COURT



IAFD
ROBERT E. ATKINSON, ESQ., Bar No. 9958
Email: robert@nv-lawfirm.com
ATKINSON LAW ASSOCIATES LTD.
8965 S Eastern Ave, Suite 260
Las Vegas, NV 89123
Telephone: (702) 614-0600
Facsimile: (702) 614-0647
Attorney for defendant J. Jeffrey Frederick.

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

DESERT PALACE, INC.; PARIS LAS
VEGAS OPERATING COMPANY, LLC;
PHWL, LLC; and BOARDWALK
REGENCY CORPORATION d/b/a CAESARS
ATLANTIC CITY,

Plaintiffs,

v.

ROWEN SEIBEL; LLTQ ENTERPRISES,
LLC; LLTQ ENTERPRISES 16, LLC; FERG,
LLC; FERG 16, LLC; MOTI PARTNERS,
LLC; MOTI PARTNERS 16, LLC; TPOV
ENTERPRISES, LLC; TPOV ENTERPRISES
16, LLC; DNT ACQUISITION, LLC; GR
BURGR, LLC; and J. JEFFREY FREDERICK,

Defendants.

CASE NO. A-17-760537-B
DEPT NO. XXVII

**INITIAL APPEARANCE FEE
DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Assembly Bills, filing fees are hereby
submitted for certain parties appearing in the above entitled action, as indicated below:

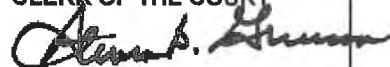
J. JEFFREY FREDERICK, <i>defendant</i>	<u>\$1,483.00</u>
Total Remitted:		\$1,483.00

DATED: September 26, 2017

ATKINSON LAW ASSOCIATES LTD.

By: /s/ Robert Atkinson
ROBERT E. ATKINSON, ESQ.
Nevada Bar No. 9958

Electronically Filed
9/26/2017 1:25 PM
Steven D. Grierson
CLERK OF THE COURT



NOTA

ROBERT E. ATKINSON, ESQ., Bar No. 9958

Email: robert@nv-lawfirm.com

ATKINSON LAW ASSOCIATES LTD.

8965 S Eastern Ave., Suite 260

Las Vegas, NV 89123

Telephone: (702) 614-0600

Attorney for Defendant J. Jeffrey Frederick

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

DESERT PALACE, INC.; PARIS LAS VEGAS
OPERATING COMPANY, LLC; PHWL V,
LLC; and BOARDWALK REGENCY
CORPORATION d/b/a CAESARS ATLANTIC
CITY,

Plaintiffs,

v.

ROWEN SEIBEL; LLTQ ENTERPRISES,
LLC; LLTQ ENTERPRISES 16, LLC; FERG,
LLC; FERG 16, LLC; MOTI PARTNERS, LLC;
MOTI PARTNERS 16, LLC; TPOV
ENTERPRISES, LLC; TPOV ENTERPRISES
16, LLC; DNT ACQUISITION, LLC; GR
BURGR, LLC; and J. JEFFREY FREDERICK,

Defendants.

CASE NO. A-17-760537-B
DEPT NO. XXVII

**NOTICE OF APPEARANCE FOR
DEFENDANT J. JEFFREY
FREDERICK**

TO: ALL PARTIES-IN-INTEREST and their COUNSEL OF RECORD:

ROBERT E. ATKINSON, ESQ. of the law firm ATKINSON LAW ASSOCIATES LTD., hereby enters his appearance on the record in the above-captioned case as attorney of record for defendant J. JEFFREY FREDERICK. Service of all motions, notices, and filed documents and pleadings for this party should be made by electronic service via the Eighth District Court's electronic filing system, or, if by U.S. mail, directed to: Robert E. Atkinson, Esq., Atkinson Law Associates Ltd., 8965 S. Eastern Ave. Suite 260, Las Vegas, NV 89123.

DATED: September 26, 2017

ATKINSON LAW ASSOCIATES LTD.

By: /s/ Robert Atkinson

ROBERT E. ATKINSON, ESQ. # 9958

Attorney for J. Jeffrey Frederick

CERTIFICATE OF SERVICE

I hereby certify that, on September 26, 2017, I caused to be served the foregoing document entitled **NOTICE OF APPEARANCE** on the following persons and entities, using the means so indicated:

☒ **BY ELECTRONIC SERVICE:** Pursuant to EDCR 8.05(a) and (f), via the Eighth District Court's electronic filing system, to:

For Plaintiffs:

Pisanelli Bice	lit@pisanellibice.com
Magali Mercera	mmm@pisanellibice.com
Debra L Spinelli	dls@pisanellibice.com
Cinda Towne	cct@pisanellibice.com
Brittnie Watkins	btw@pisanellibice.com

DATED: September 26, 2017

/s/ Robert Atkinson
ROBERT ATKINSON, ESQ.
Attorney for J. Jeffrey Frederick

EXHIBIT H

Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 14, 2017

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

DESERT PALACE, INC.; PARIS LAS VEGAS)
OPERATING COMPANY, LLC; PHWLTV,
LLC; BOARD WALK REGENCY)
CORPORATION dba CAESARS ATLANTIC)
CITY,)

Plaintiffs,)

vs.)

MOTI PARTNERS, LLC; MOTI PARTNER)
16, LLC; J. JEFFREY FREDERICK; ROWEN)
SEIBEL; LLTQ ENTERPRISES, LLC; LLTQ)
ENTERPRISES 16, LLC; FERG, LLC; FERG)
16 LLC; TPOV ENTERPRISES, LLC; TPOV)
ENTERPRISES 16, LLC; DNT)
ACQUISITION, LLC; GR BURGR, LLC,)

Defendants.)

Adv. Proceeding No.: 17-01237-LED

Date: December 4, 2017
Time: 1:30 p.m.

FINDINGS OF FACT AND CONCLUSIONS OF LAW¹

On December 4, 2017, the court held a combined hearing on the “Motion to Transfer Venue for Claims against MOTI Defendants” (AECF No. 9) (the “Motion to Transfer Venue”)

¹ All references to “AECF No.” are to the numbers assigned to the documents filed in the above-captioned adversary proceeding as they appear on the docket maintained by the Clerk of Court. All references to “ECF No.” are to the numbers assigned to the documents filed in the bankruptcy proceeding as they appear on the docket maintained by the Clerk of Court of the United States Bankruptcy Court for the Northern District of Illinois in Case No. 15-01145. All references to “FRBP” are to the Federal Rules of Bankruptcy Procedure. All references to “FRCP” are to the Federal Rules of Civil Procedure.

1 and “Plaintiffs’ Amended Motion to Remand” (AECF No. 34) (the “Amended Motion to
2 Remand”). Appearances were noted on the record.

3 The court has considered the pleadings, arguments of counsel, the case law and
4 statutes applicable to this matter, and the court takes judicial notice of the pleadings filed in
5 the Caesars Bankruptcy Case (defined below) pursuant to Federal Rules of Evidence
6 201(b). In accordance with FRCP 52, made applicable to adversary proceedings by FRBP
7 7052, the court makes the following findings of fact and conclusions of law. Any finding of
8 fact that should be a conclusion of law is deemed a conclusion of law; any conclusion of
9 law that should be a finding of fact is deemed a finding of fact.

10 **FINDINGS OF FACT**

11 1. In 2009, Desert Palace, Inc. (“Desert Palace”) and MOTI Partners, LLC
12 entered into an agreement relating to the development and operation of a Las Vegas
13 restaurant (the “MOTI Agreement”). (AECF No. 1 at ¶ 2; see also AECF No. 1-1 at ¶ 14).

14 2. On January 15, 2015, Desert Palace filed a voluntary chapter 11 petition with
15 the Bankruptcy Court for the Northern District of Illinois (the “Illinois Bankruptcy Court”)
16 as Case No. 15-01167. On that same day, the Illinois Bankruptcy Court entered an order
17 directing joint administration of Desert Palace’s chapter 11 case, among others, with the
18 lead chapter 11 case filed by Caesars Entertainment Operating Company, Inc. as Case No.
19 15-01145 (the “Caesars Bankruptcy Case”). (ECF No. 43).

20 3. On September 2, 2016, Desert Palace sent MOTI Partners, LLC a letter
21 terminating the MOTI Agreement. (AECF No. 1 at ¶ 6; AECF No. 1-1 at ¶ 110).

22 4. On November 30, 2016, MOTI Partners, LLC and MOTI Partners, 16, LLC
23 (collectively, “MOTI”) filed a “Request for Payment of Administrative Expense” in the
24 Caesars Bankruptcy Case relating to the termination of the MOTI Agreement (the “MOTI
25 Administrative Expense Claim”). (ECF No. 5862). The MOTI Administrative Expense
26 Claim remains pending before the Illinois Bankruptcy Court.

1 5. On January 17, 2017, the Illinois Bankruptcy Court entered an order (the
2 “Confirmation Order”) in the Caesars Bankruptcy Case confirming the Third Amended
3 Joint Plan of Reorganization (the “Confirmed Plan”). (ECF No. 6334).

4 6. On August 25, 2017, Desert Palace, Paris Las Vegas Operating Company,
5 LLC, PHWLTV, LLC, and Boardwalk Regency Corporation d/b/a Caesars Atlantic City
6 (collectively, the “Plaintiffs”) filed a Complaint in the District Court for Clark County,
7 Nevada (the “State Court”) as Case No. A-17-760537-B (the “State Court Case”) against
8 Rowen Seibel, J. Jeffrey Frederick, LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC
9 (together with LLTQ Enterprises, LLC, “LLTQ”), FERG, LLC, FERG 16, LLC (together
10 with FERG, LLC, “FERG”), MOTI, TPOV Enterprises, LLC, TPOV Enterprises 16, LLC
11 (together with TPOV Enterprises, LLC, “TPOV”), DNT Acquisition, LLC (“DNT”), and
12 GR Burgr, LLC (“GRB,” and collectively with Rowen Seibel, J. Jeffrey Frederick, LLTQ,
13 FERG, MOTI, TPOV, and DNT, the “Defendants”). (AECF No. 1 at Ex. A).

14 7. The Complaint alleges three causes of action (the “Removed Claims”)
15 seeking declaratory judgments relating to contracts, including the MOTI Agreement
16 (collectively, the “Seibel Agreements”),² entered into by and among Plaintiffs and the
17 Defendants.

18 8. Count I of the Complaint seeks a “Declaratory Judgment Against All
19 Defendants Declaring That Caesars Properly Terminated All of the Seibel Agreements.”

20 9. Count II of the Complaint seeks a “Declaratory Judgment Against All
21 Defendants Declaring That Caesars Does Not Have Any Current or Future Obligations to
22 Defendants Under the Seibel Agreements.”

23
24
25
26 ² The Complaint defines the contracts as the “Seibel Agreements.”

1 10. Count III of the Complaint seeks a “Declaratory Judgment Against All
2 Defendants Declaring that the Seibel Agreements Do Not Prohibit or Limit Existing or
3 Future Restaurant Ventures Between Caesars and Gordon Ramsay.”

4 11. On September 27, 2017,³ MOTI removed the State Court Case to this court
5 pursuant to 28 U.S.C. §§ 1452(a) and 1334(b) and FRBP 9027.⁴ (AECF No. 1). MOTI
6 argues that the issues made the subject of the Removed Claims are subsumed within the
7 MOTI Administrative Expense Claim currently pending in the Caesars Bankruptcy Case.

8 12. On October 2, 2017, MOTI filed a Motion to Transfer Venue, pursuant to
9 which MOTI seeks to transfer the Removed Claims to the Illinois Bankruptcy Court.

10 13. On October 6, 2017, the effective date of the Confirmed Plan occurred. (ECF
11 No. 7482).

12 14. On October 23, 2017, Plaintiffs filed an objection to the Motion to Transfer
13 Venue (AECF No. 29)⁵ and a Motion to Remand (AECF No. 30), pursuant to which
14 Plaintiffs seek to remand the Removed Claims back to the State Court.

15 15. On October 24, 2017, Plaintiffs filed their Amended Motion to Remand.

16 16. On October 24, 2017, the Plaintiffs and some of the Defendants, including
17 MOTI, filed a Stipulation to remand certain parties and claims back to the State Court (the
18 “Stipulation”). (AECF No. 35).

21 ³ On September 27, 2017, LLTQ and FERG filed a second Notice of Removal with this
22 court as Case No. 17-01238-LED. The court will address similar motions for removal and/or
23 transfer filed in that adversary proceeding by separate findings of fact and conclusions of law
entered therein.

24 ⁴ Plaintiffs have not contested the timeliness of MOTI’s removal.

25 ⁵ On October 18, 2017, J. Jeffrey Frederick also filed a limited objection to the Motion to
26 Transfer Venue (AECF No. 28), which has since been resolved and is not currently before the
court.

17. On November 1, 2017, MOTI filed a reply in support of its Motion to Transfer Venue. (AECF No. 38).

18. On November 2, 2017, the court entered an “Order Approving Stipulation to Remand Certain Claims,” pursuant to which the court remanded back to the State Court “[a]ll claims and counts asserted against TPOV, DNT, GRB, Rowen Seibel, and J. Jeffrey Frederick; and the claims asserted against LLTQ and FERG in Count I.” (AECF No. 39 at p. 2, ¶ 1). At the December 4 hearing, MOTI’s counsel clarified that the Count I claim as to MOTI was not remanded and remains with this court.⁶

19. On November 7, 2017, LLTQ, FERG, and MOTI (collectively, the “Objectors”)⁷ filed a joint objection to the Amended Motion to Remand. (AECF No. 47).

20. On November 17, 2017, Plaintiffs filed their reply in support of the Amended Motion to Remand. (AECF No. 58).

21. At the court’s request, on November 28, 2017, the Objectors filed a “Supplemental Brief in Support of Motions to Transfer” (AECF No. 64), and on November 30, 2017, the Plaintiffs filed a “Supplemental Brief Regarding Removal of Claims” (AECF No. 65).

CONCLUSIONS OF LAW

Jurisdiction

A. The court has jurisdiction to enter final orders on the Amended Motion to Remand and Motion to Transfer Venue pursuant to 28 U.S.C. §§ 1412, 1447 and 1452 and FRBP 7087 and 9027. Neither party has argued to the contrary. See Citicorp Sav. of Ill. v. Chapman (In re Chapman), 132 B.R. 153, 160-61 (Bankr. N.D. Ill. 1991) (recognizing the

⁶ Counts II and III are asserted against, among other parties, LLTQ and FERG, and not MOTL.

⁷ The Objectors filed a joint objection because “[t]he Remand Motions filed in these two adversary proceedings are identical to one another . . .” (AECF No. 47 at p. 2, n.1).

1 split in the case law but concluding that the bankruptcy court had authority to enter a final
2 order on a motion to remand).

3 B. “[A] bankruptcy court’s post-confirmation ‘related to’ jurisdiction is
4 substantially more limited than its pre-confirmation jurisdiction” Montana v. Goldin
5 (In re Pegasus Gold Corp.), 394 F.3d 1189, 1191 (9th Cir. 2005). “[T]he essential inquiry
6 appears to be whether there is a close nexus to the bankruptcy plan or proceeding sufficient
7 to uphold bankruptcy court jurisdiction over the matter[,]” and “matters affecting ‘the
8 interpretation, implementation, consummation, execution, or administration of the
9 confirmed plan will typically have the requisite close nexus.” Id. at 1194 (quoting Binder
10 v. Price Waterhouse & Co., LLP (In re Resorts Int’l, Inc.), 372 F.3d 154, 166-67 (3d Cir.
11 2004)).

12 C. Count I seeks a declaration regarding Desert Palace’s right to terminate the
13 MOTI Agreement based upon Nevada state law, a fact that MOTI concedes. MOTI
14 nevertheless argues that the “unique circumstances” of the Caesars Bankruptcy Case require
15 some different conclusion. (See AECF No. 47 at p. 6). The court disagrees.

16 D. The disclosure statement approved in the Caesars Bankruptcy Case listed an
17 estimated 1,800 administrative claims that are provided for by either payment in full or
18 other resolution during the post-confirmation period. (ECF No. 4220-1 at p. 105). Any
19 state law issue arising in Count I is distinct from the MOTI Administrative Expense Claim.
20 And, MOTI’s counsel conceded during the December 4 hearing that Count I is a nullity
21 because Desert Palace had the right to terminate the MOTI Agreement for any reason.
22 Consequently, the determination of Count I in the State Court Case will not affect the
23 interpretation, implementation, consummation, execution, or administration of the
24 Confirmed Plan.

25 E. Language in the Confirmed Plan providing for the Illinois Bankruptcy Court’s
26 retention of jurisdiction over administrative claims does not alter this conclusion, as the

1 court's subject matter jurisdiction may not be conferred by the parties' consent with respect
 2 to state law contract claims that do not satisfy the "close nexus" test regarding post-
 3 confirmation jurisdiction. Go Global, Inc. v. Rogich (In re Go Global, Inc.), 2016 WL
 4 6901265, at *7 (B.A.P. 9th Cir. Nov. 22, 2016) (citing In re Resorts Int'l, Inc., 372 F.3d at
 5 161) ("[T]o the extent the plan could be construed as reserving jurisdiction to the
 6 bankruptcy court to adjudicate that claim, such a reservation would be, by itself,
 7 ineffective.").

8 F. Because this court finds and concludes that there is a not a sufficiently "close
 9 nexus" between Count I and the Caesars Bankruptcy Case, the court does not reach the
 10 question of supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

11 G. For all of these reasons, the court lacks jurisdiction over Count I, which shall
 12 be remanded back to the State Court.

13 **Remand of Claims**

14 H. Even if the court has jurisdiction over Count I, the court exercises its
 15 discretion to remand Count I back to the State Court. See Pac. Inv. Mgmt. Co., LLC v.
 16 OCP Opportunities Fund III, L.P. (In re Enron Corp.), 296 B.R. 505, 508 (C.D. Cal. 2003)
 17 (citing 28 U.S.C. § 1452(b)) ("Bankruptcy courts have broad discretion to remand cases
 18 over which they otherwise have jurisdiction on any equitable ground.").

19 I. Pursuant to 28 U.S.C. § 1452(a), a party is authorized to "remove any claim
 20 or cause of action in a civil action . . . to the district court for the district where such civil
 21 action is pending, if such district court has jurisdiction of such claim or cause of action
 22 under section 1334 of this title."

23 J. Pursuant to 28 U.S.C. § 1452(b), "[t]he court to which such claim or cause of
 24 action is removed may remand such claim or cause of action on any equitable ground."

25 K. "This 'any equitable ground' remand standard is an unusually broad grant of
 26 authority. It subsumes and reaches beyond all of the reasons for remand under

1 nonbankruptcy removal statutes.” McCarthy v. Prince (In re McCarthy), 230 B.R. 414, 417
 2 (B.A.P. 9th Cir. 1999). “At bottom, the question is committed to the sound discretion of the
 3 bankruptcy judge.” Id.

4 L. The court may consider 14 non-exclusive factors during its discretionary
 5 analysis. See Wood v. Bank of N.Y. (In re Wood), 2011 WL 7145617, at *8-9 (B.A.P. 9th
 6 Cir. Dec. 12, 2011). “[A]ny one of the relevant factors may provide a sufficient basis for
 7 equitable remand” Fenicle v. Boise Cascade Co., 2015 WL 5948168, at *6 (N.D. Cal.
 8 Oct. 13, 2015) (quotations and citations omitted).

9 M. The first factor involves “the effect or lack thereof on the efficient
 10 administration of the estate if the Court recommends [remand]” In re Wood, 2011 WL
 11 7145617, at *8. The court finds and concludes that remand will not affect the efficient
 12 administration of the Caesars Bankruptcy Case because any state law issue involving Count
 13 I is distinct from the MOTI Administrative Expense Claim, which is only one of an
 14 estimated 1,800 such claims that are provided for by the Confirmed Plan. Furthermore,
 15 MOTI’s counsel conceded during the December 4 hearing that Count I is a nullity because
 16 Desert Palace had the right to terminate the MOTI Agreement for any reason. See
 17 Christensen v. Tucson Estates, Inc. (In re Tucson Estates, Inc.), 912 F.2d 1162, 1169 (9th
 18 Cir. 1990) (finding that issues involving state law interpretation of a restrictive covenant’s
 19 reach “are distinct from the administration of the bankruptcy estate.”); In re Go Global, Inc.,
 20 2016 WL 6901265, at *7 (holding that the court lacked post-confirmation jurisdiction to
 21 decide a cause of action that was not discussed in the disclosure statement or confirmed
 22 plan); Machine Zone, Inc. v. Peak Web LLC (In re Peak Web LLC), 559 B.R. 738, 741-42
 23 (Bankr. D. Or. 2016) (finding that the first factor weighed in favor of remand because
 24 “reorganization is not dependent on resolution of the [removed] claims.”). See also RG
 25 Adding L.L.C. v. Carrier Mid-Atlantic HQ (In re Fedders N. Am., Inc.), 2009 WL 2151245,
 26 at *1-2 (Bankr. D. Del. July 17, 2009) (abstaining from deciding an action to collect a

1 receivable purchased during the bankruptcy case because, among other things, state law
 2 predominates and resolution of this action “will have no effect on the administration of the
 3 estate because the Debtor’s plan has been confirmed”); Sun Healthcare Group, Inc. v.
 4 Levin (In re Sun Healthcare Group, Inc.), 267 B.R. 673, 679 (Bankr. D. Del. 2000)
 5 (abstaining from hearing the debtor’s adversary proceeding involving breach of contract
 6 and tortious interference with business relations’ claims because, among other things, “there
 7 is no impact on the administration of the bankruptcy estate”).

8 N. The second factor involves the “extent to which state law issues predominate
 9 over bankruptcy issues” In re Wood, 2011 WL 7145617, at *9. As MOTI has
 10 acknowledged, the court finds and concludes that this factor strongly weighs in favor of
 11 remand because Count I involves a state law contract issue. See AECF No. 47 at p. 6
 12 (stating that the Removed Claims involve a “state law contract dispute”); see also In re
 13 Peak Web LLC, 559 B.R. at 742 (finding that the second factor weighed in favor of remand
 14 because state law issues predominate and “no bankruptcy issues . . . need to be determined
 15 before the case can be tried.”).

16 O. The third factor involves whether there are “difficult or unsettled [issues] of
 17 applicable law” In re Wood, 2011 WL 7145617, at *9. Although the parties did not
 18 argue this factor, MOTI’s counsel conceded that Desert Palace had the right to terminate the
 19 MOTI Agreement for any reason. In light of this concession, the court finds and concludes
 20 that this factor weighs in favor of remand.

21 P. The fourth factor involves the “presence of a related proceeding commenced
 22 in state court or other nonbankruptcy proceeding” Id. The State Court Case
 23 constitutes a related proceeding to which this court has already remanded certain claims and
 24 parties pursuant to the Stipulation. See Maya, LLC v. Cytodyn of N. Mexico, Inc. (In re
 25 Cytodyn of N. Mexico, Inc.), 374 B.R. 733, 739 (Bankr. C.D. Cal. 2007) (finding this factor
 26 weighed in favor of remand even though the state court case may have technically been

1 “extinguished” upon removal). Furthermore, after considering the pleadings and counsels’
 2 arguments, the court is convinced that similar issues involving Nevada law permeate all of
 3 the Removed Claims, as well as the claims that have already been remanded back to the
 4 State Court. Indeed, Plaintiffs’ counsel represented to the court that all parties have agreed
 5 that if the Removed Claims are remanded back to the State Court, then the State Court Case
 6 will be consolidated with another related Nevada state court matter pending before Judge
 7 Joe Hardy as Case No. A-17-751759-B.⁸ For all of these reasons, the court finds and
 8 concludes that this factor weighs in favor of remand.

9 Q. The fifth factor involves the “jurisdictional basis, if any, other than § 1334 . . .
 10 .” In re Wood, 2011 WL 7145617, at *9. MOTI does not argue that any jurisdictional basis
 11 exists other than 28 U.S.C. § 1334. Therefore, the court finds and concludes that this factor
 12 weighs in favor of remand.

13 R. The sixth factor involves the “degree of relatedness or remoteness of [the]
 14 proceeding to [the] main bankruptcy case” Id. MOTI argues that overlapping facts
 15 exist in the Caesars Bankruptcy Case relating to the MOTI Administrative Expense Claim.
 16 Plaintiffs indirectly refute this, arguing, among other things, that Count I is not “related to”
 17 the interpretation or enforcement of the Confirmed Plan in the Caesars Bankruptcy Case.
 18 The court agrees. Claims objections routinely require a bankruptcy court’s interpretation of
 19 state law issues, and the existence of overlapping facts does not, standing alone, convert
 20 purely state law claims to a bankruptcy matter that must be decided by a bankruptcy court.
 21 See Butner v. U.S., 440 U.S. 48, 54 (1979) (“Congress has generally left the determination
 22 of property rights in the assets of a bankruptcy’s estate to state law.”). Consequently, the
 23 court finds and concludes that this factor weighs in favor of remand.

24
 25 ⁸ Also raising similar issues is a case pending in the U.S. District Court for the District of
 26 Nevada, entitled *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Co., LLC, et al.*, Case
 No. 2:17-CV-00346-JCM-VCF.

1 S. The seventh factor involves “the substance rather than the form of an asserted
 2 core proceeding.” In re Wood, 2011 WL 7145617, at *9. MOTI argues that Count I is a
 3 core proceeding under 28 U.S.C. §§ 157(b)(2)(A) or 28 U.S.C. § 157(b)(2)(O) because it is
 4 “inextricably bound” with the MOTI Administrative Claim Expense Claim. See Honigman,
 5 Miller, Schwartz & Cohn v. Weitzman (In re Delorean Motor Co.), 155 B.R. 521, 525
 6 (B.A.P. 9th Cir. 1993) (“[A] proceeding will not be considered a core matter, even if it falls
 7 within the literal language of sections 157(b)(2)(A) or 157(b)(2)(O), if it is a state law claim
 8 that could exist outside of bankruptcy and is not inextricably bound to the claims allowance
 9 process or a right created by the Bankruptcy Code.”). Pursuant to the MOTI Administrative
 10 Expense Claim, MOTI seeks damages based on post-termination events. However, the only
 11 issue involved in Count I is Desert Palace’s right to terminate the MOTI Agreement under
 12 Nevada state law, an issue that MOTI’s counsel has conceded is no longer in dispute.
 13 Consequently, Count 1 is not “inextricably bound” to the administrative claims process
 14 pending before the Illinois Bankruptcy Court. Therefore, the court finds and concludes that
 15 this factor weighs in favor of remand.

16 T. The eighth factor relates to “the feasibility of severing state law claims from
 17 core bankruptcy matters to allow judgments to be entered in state court with enforcement
 18 left to the bankruptcy court” In re Wood, 2011 WL 7145617, at *9. The court finds
 19 and concludes that this factor weighs in favor of remand because any findings made by the
 20 State Court on Count I may, to the extent applicable, be utilized by the Illinois Bankruptcy
 21 Court with respect to the matters pending before it.

22 U. The ninth factor involves “the burden on the bankruptcy court’s docket”
 23 Id. Plaintiffs cite to a transcript from the Caesars Bankruptcy Case in which U.S.
 24 Bankruptcy Judge A. Benjamin Goldgar stated regarding another matter his preference for a
 25 state court to determine a state law issue. See Amended Motion to Remand at p. 14 and Ex.
 26 C. The parties also cite other statements by Judge Goldgar to the effect that particular

1 issues should be decided by the bankruptcy court. These comments by Judge Goldgar are
 2 not consistent and therefore do not provide a basis upon which to make findings and
 3 conclusions regarding this factor. As a result, the court finds and concludes that this factor
 4 is neutral.

5 V. The tenth factor involves “the likelihood that the commencement of the
 6 proceeding in bankruptcy court involves forum shopping by one of the parties” In re
 7 Wood, 2011 WL 7145617, at *9. MOTI argues that Plaintiffs engaged in forum shopping
 8 by filing the State Court Case after receiving unfavorable comments from Judge Goldgar.
 9 This contention is not relevant to the tenth factor, which “addresses forum shopping in
 10 connection with the initiation of the bankruptcy court proceeding” Kamana O’Kala,
 11 LLC v. Lite Solar, LLC, 2017 WL 1100568, at *7 (D. Or. Feb. 13, 2017). Even if it was
 12 relevant, the “court determines that the evidence does not indicate that any party chose . . .
 13 its respective forum in an attempt to abuse or manipulate the judicial process.” Torres v.
 14 NE Opco, Inc. (In re NE Opco, Inc.), 2014 WL 4346080, at *3 (Bankr. C.D. Cal. Aug. 28,
 15 2014). For these reasons, the court finds and concludes that this factor is neutral.

16 W. The eleventh factor involves “the existence of a right to a jury trial” In
 17 re Wood, 2011 WL 7145617, at *9. MOTI states that no jury trial has been demanded, see
 18 AECF No. 47 at p. 9. Plaintiffs do not refute this claim. For this reason, the court finds and
 19 concludes that this factor weighs slightly against remand.

20 X. The twelfth factor involves “the presence in the proceeding of nondebtor
 21 parties” In re Wood, 2011 WL 7145617, at *9. Desert Palace, as a reorganized
 22 debtor, is a separate legal entity from the debtor that was involved in the Caesars
 23 Bankruptcy Case. See Confirmed Plan at p. 71, Art. IV, § AA. Furthermore, two of the
 24 plaintiffs and all the defendants in the State Court Case are non-debtors. As a result, the
 25 court finds and concludes that this factor weighs in favor of remand.

Y. The thirteenth factor involves “comity” In re Wood, 2011 WL 7145617, at *9. “Comity dictates that [Nevada] courts should have the right to adjudicate the exclusively state law claims involving [Nevada]-centric plaintiffs⁹ and [Nevada]-centric transactions.” Pac. Inv. Mgmt. Co., LLC v. OCP Opportunities Fund III, L.P. (In re Enron Corp.), 296 B.R. 505, 509 (C.D. Cal. 2003). See also Kamana O’Kala, LLC, 2017 WL 1100568, at *7 (finding the thirteenth factor weighed “heavily” in favor of remand “because Kamana’s claims arise out of Oregon law, and because Kamana selected the [applicable state] court as the forum for litigation of its claims.”); In re NE Opco, Inc., 2014 WL 4346080, at *3 (finding the same “because California courts have an interest in adjudicating Plaintiff’s California state law claims.”); Brincko v. Rio Props., Inc. (In re Nat’l Consumer Mortg.), 2010 WL 2384217, at *4 (C.D. Cal. June 10, 2010) (transferring venue from the California bankruptcy court to Nevada because, among other reasons, “Nevada has an interest in having the controversy decided within its borders.”). For these reasons, the court finds and concludes that this factor weighs strongly in favor of remand.

Z. The fourteenth factor involves “the possibility of prejudice to other parties in the action” In re Wood, 2011 WL 7145617, at *9. Plaintiffs’ counsel argued that overlapping facts exist regarding “suitability” provisions in the Seibel Agreements and the scope of restrictive covenants. Absent a single forum to decide these issues, Plaintiffs contend that the risk of inconsistent decisions by different courts constitutes prejudice. The court agrees. See W. Helicopters, Inc. v. Hiller Aviation, Inc., 97 B.R. 1, 7 (E.D. Cal. 1988) (“In addition to the unnecessary expense and expenditure of duplicative judicial resources, bifurcating this civil claim creates the real danger of inconsistent results. Such a risk should be avoided if there are no countervailing benefits.”). Finally, the State Court

⁹ According to the Complaint, Boardwalk Regency Corporation d/b/a Caesars Atlantic City LLC is the only Plaintiff that is not incorporated in Nevada. (See AECF No. 1-1 at ¶¶ 9-12).

1 Case involves two non-debtor plaintiffs and 12 non-debtor defendants. For these reasons,
2 the court finds and concludes that this factor strongly weighs in favor of remand.

3 AA. In summation, factors 1-8 and 12-14 weigh in favor of remand, factor 11
4 weighs slightly against remand, and factors 9-10 are neutral. The court finds and concludes
5 that the 11 factors in favor of remand substantially outweigh the one factor weighing
6 slightly against remand. The court therefore grants the Amended Motion to Remand and
7 remands Count I back to the State Court. The Motion to Transfer is therefore denied as
8 moot.

9 CONCLUSION

10 Pursuant to FRBP 9021, the court will enter separate orders and judgments
11 consistent with these Findings of Fact and Conclusions of Law.

12 IT IS SO ORDERED.

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