

CASE NO.

**IN THE
SUPREME COURT OF NEVADA**

Electronically Filed
Feb 05 2021 03:22 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**MOTI PARTNERS, LLC; MOTI PARTNERS 16, LLC; LLTQ
ENTERPRISES, LLC; LLTQ ENTERPRISES 16, LLC; TPOV
ENTERPRISES, LLC; TPOV ENTERPRISES 16, LLC; FERG, LLC;
FERG 16, LLC; AND R SQUARED GLOBAL SOLUTIONS, LLC,
DERIVATIVELY ON BEHALF OF DNT ACQUISITION LLC,**

Petitioners,

vs.

**EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF CLARK, AND THE HONORABLE
TIMOTHY C. WILLIAMS, DISTRICT JUDGE,**

Respondents,

-and-

**DESERT PALACE, INC.; PARIS LAS VEGAS OPERATING
COMPANY, LLC; PHWLTV, LLC, AND BOARDWALK REGENCY
CORPORATION,**

Real Parties in Interest.

**DISTRICT COURT CASE NO. A-17-751759-B
CONSOLIDATED WITH A-17-760537-B**

**PETITIONERS' APPENDIX TO
PETITION FOR EXTRAORDINARY WRIT RELIEF**

VOLUME 1 OF 9

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APPENDIX TO PETITION FOR EXTRAORDINARY WRIT RELIEF

VOLUME 1 of 9

TABLE OF CONTENTS

Tab No.	Document Title:	Page Nos.:
1	Verified Compliant and Demand for Jury Trial, filed February 28, 2017	PA00001-PA00036
2	First Amended Verified Complaint, filed June 28, 2017	PA00037-PA00071
3	Answer to First Amended Complaint and Counterclaim – PHWLTV LLC (Planet Hollywood), filed July 21, 2017	PA00072-PA00096
4	Defendant Gordon Ramsay's Answer and Affirmative Defenses to First Amended Verified Complaint, filed July 21, 2017	PA00097-PA00118
5	Business Court Order, filed July 28, 2017	PA00119-PA00123
6	Plaintiff's Reply to Defendant PHWLTV, LLC's Counterclaims, filed August 25, 2017	PA00124-PA00129
7	Complaint, filed August 25, 2017	PA00130-PA00169
8	Business Court Scheduling Order and Order Setting Civil Jury Trial, Pre-Trial Conference and Conference Call, filed September 1, 2017	PA00170-PA00173

Tab No.	Document Title:	Page Nos.:
9	Affidavit of Service - GR Burgr, filed September 12, 2017	PA00174
10	Affidavit of Service - DNT, filed September 14, 2017	PA00175
11	Affidavit of Service - J. Jeffrey Frederick, filed September 28, 2017	PA00176
12	Defendant J. Jeffrey Frederick's Answer to Plaintiff's Complaint, filed September 29, 2017	PA00177-PA00191
13	Acceptance of Service of Summons and Complaint – FERG, LLC, filed October 4, 2017	PA00192-PA00193
14	Acceptance of Service of Summons and Complaint – FERG 16, LLC, filed October 4, 2017	PA00194-PA00195
15	Acceptance of Service of Summons and Complaint – LLTQ Enterprises, LLC, filed October 4, 2017	PA00196-PA00197
16	Acceptance of Service of Summons and Complaint – LLTQ Enterprises 16, LLC, filed October 4, 2017	PA00198-PA00199
17	Acceptance of Service of Summons and Complaint – MOTI Partners, LLC, filed October 4, 2017	PA00200-PA00201
18	Acceptance of Service of Summons and Complaint – MOTI Partners 16, LLC, filed October 4, 2017	PA00202-PA00203
19	Acceptance of Service of Summons and Complaint – Rowen Seibel, filed October 4, 2017	PA00204-PA00205
20	Acceptance of Service of Summons and Complaint – TPOV Enterprises, LLC, filed October 4, 2017	PA00206-PA00207

Tab No.	Document Title:	Page Nos.:
21	Acceptance of Service of Summons and Complaint – TPOV Enterprises 16, LLC, filed October 4, 2017	PA00208-PA00209
22	Stipulation and Order to Consolidate Case No. A-17-760537-B with and Into Case No. -17-751759-B, filed February 9, 2018	PA00210-PA00213
23	Notice of Entry of Stipulation and Order to Consolidate Case No. A-17-760537-B with and Into Case No. -17-751759-B, filed February 13, 2018	PA00214-PA00220
24	Defendant Rowen Seibel's Answer to Plaintiffs' Complaint, filed July 3, 2018	PA00221-PA00241

APPENDIX TO PETITION FOR EXTRAORDINARY WRIT RELIEF

INDEX

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
2nd Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed August 19, 2019	2	40	PA00469-PA00474
3rd Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed October 15, 2019	3	43	PA00692-PA00697
4th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order, filed January 10, 2020	4	52	PA00875-PA00880
5th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed April 17, 2020	5	64	PA01021-PA01026
6th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed June 18, 2020	5	71	PA01167-PA01172
7th Amended Order Setting Civil Jury Trial, Pre-Trial, Calendar Call, and Deadlines for Motions; Amended Discovery Scheduling Order Call, filed October 15, 2020	6	80	PA01418-PA01421
Acceptance of Service of Summons and Complaint – FERG, LLC, filed October 4, 2017	1	13	PA00192-PA00193
Acceptance of Service of Summons and Complaint – FERG 16, LLC, filed October 4, 2017	1	14	PA00194-PA00195
Acceptance of Service of Summons and Complaint – LLTQ Enterprises, LLC, filed October 4, 2017	1	15	PA00196-PA00197

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Acceptance of Service of Summons and Complaint – LLTQ Enterprises 16, LLC, filed October 4, 2017	1	16	PA00198-PA00199
Acceptance of Service of Summons and Complaint – MOTI Partners, LLC, filed October 4, 2017	1	17	PA00200-PA00201
Acceptance of Service of Summons and Complaint – MOTI Partners 16, LLC, filed October 4, 2017	1	18	PA00202-PA00203
Acceptance of Service of Summons and Complaint – Rowen Seibel, filed October 4, 2017	1	19	PA00204-PA00205
Acceptance of Service of Summons and Complaint – TPOV Enterprises, LLC, filed October 4, 2017	1	20	PA00206-PA00207
Acceptance of Service of Summons and Complaint – TPOV Enterprises 16, LLC, filed October 4, 2017	1	21	PA00208-PA00209
Acceptance of Service on behalf of Craig Green, filed March 13, 2020	5	59	PA00989-PA00990
Acceptance of Service on behalf of DNT Acquisition, LLC, filed March 17, 2020	5	60	PA00991-PA00992
Affidavit of Service - DNT, filed September 14, 2017	1	10	PA00175
Affidavit of Service - GR Burgr, filed September 12, 2017	1	9	PA00174
Affidavit of Service - J. Jeffrey Frederick, filed September 28, 2017	1	11	PA00176
Amended Order Setting Civil Jury Trial, Pre-Trial/ Calendar Call filed March 13, 2019	2	39	PA00464-PA00468
Answer to Complaint in Intervention, filed November 27, 2018	2	36	PA00408-PA00416
Answer to First Amended Complaint and Counterclaim – PHWLTV LLC (Planet Hollywood), filed July 21, 2017	1	3	PA00072-PA00096

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Appendix in Support of Caesars' Motion for Leave to File First Amended Complaint; and Ex Parte Application for Order Shortening Time, filed December 12, 2019	4	49	PA00766-PA00819
Appendix in Support of Caesars' Motion for Leave to File First Amended Complaint; and Ex Parte Application for Order Shortening Time, filed December 12, 2019 - FILED UNDER SEAL [PROPOSED]	8	87	PA01531-PA01678
Business Court Order, filed August 16, 2018	2	31	PA00371-PA00376
Business Court Order, filed July 28, 2017	1	5	PA00119-PA00123
Business Court Scheduling Order Setting Civil Jury Trial and Pre-Trial Conference/Calendar Call, filed October 31, 2018	2	35	PA00402-PA00407
Caesars' Motion for Leave to File First Amended Complaint; and <i>Ex Parte</i> Application for Order Shortening Time, filed December 12, 2019	4	47	PA00725-PA00741
Caesars' Motion for Leave to File First Amended Complaint; and <i>Ex Parte</i> Application for Order Shortening Time, filed December 12, 2019 - FILED UNDER SEAL – [PROPOSED]	8	86	PA01514-PA01530
Caesars' Motion to Strike The Seibel-Affiliated Entities' Counterclaims, and/or In the Alternative, Motion to Dismiss, filed July 15, 2020	6	76	PA01258-PA01270
Caesars' Opposition to Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts VI, V, VI, VII, and VIII of Caesars' First Amended Complaint, filed April 22, 2020	5	65	PA01027-PA01054
Caesars' Opposition to Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts VI, V, VI, VII, and VIII of Caesars' First Amended Complaint, filed April 22, 2020 - FILED UNDER SEAL [PROPOSED]	9	90	PA01798-PA01857

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint, filed February 5, 2020	4	53	PA00881-PA00922
Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint, filed February 5, 2020 - FILED UNDER SEAL [PROPOSED]	9	89	PA01754-PA01797
Caesars' Reply in Support of Motion to Strike the Seibel-Affiliated Entities' Counterclaims, And/Or in the Alternative, Motion to Dismiss, filed August 12, 2020	6	78	PA01329-PA01343
Complaint, filed August 25, 2017	1	7	PA00130-PA00169
Complaint in Intervention, filed October 24, 2018	2	34	PA00385-PA00401
Court Minutes on Motion to Seal Certain Exhibits to Opposition to Caesars' Motion for Leave to File First Amended Complaint – heard on February 12, 2020	4	55	PA00928
Business Court Scheduling Order and Order Setting Civil Jury Trial, Pre-Trial Conference and Conference Call, filed September 1, 2017	1	8	PA00170-PA00173
Defendant Gordon Ramsay's Answer and Affirmative Defenses to First Amended Verified Complaint, filed July 21, 2017	1	4	PA00097-PA00118
Defendant J. Jeffrey Frederick's Answer to Plaintiff's Complaint, filed September 29, 2017	1	12	PA00177-PA00191
Defendant Rowen Seibel's Answer to Plaintiffs' Complaint, filed July 3, 2018	1	24	PA00221-PA00241
Defendant DNT Acquisition, LLC's Answer to Plaintiffs' Complaint and Counterclaims, filed July 6, 2018	2	27	PA00279-PA00302
Defendants TPOV Enterprises, LLC and TPOV Enterprises 16, LLC's Answer to Plaintiffs' Complaint, filed July 6, 2018	2	26	PA00260-PA00278

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss, filed February 3, 2021	7	84	PA01483-PA01496
First Amended Complaint, filed March 11, 2020	5	58	PA00942-PA00988
First Amended Verified Complaint, filed June 28, 2017	1	2	PA00037-PA00071
LLTQ/FERG Defendants' Answer and Affirmative Defenses to Plaintiffs' Complaint and Counterclaims, filed July 6, 2018	2	28	PA00303-PA00334
Moti Defendants' Answer and Affirmative Defenses to Plaintiff's Complaint, filed July 6, 2018	2	25	PA00242-PA00259
Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims, filed October 2, 2019	3	41	PA00475-PA00591
Motion to Redact Caesars' Opposition to Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts VI, V, VI, VII, and VIII of Caesars' First Amended Complaint and Seal Exhibit 2 Thereto	5	66	PA01055-PA01080
Motion to Redact Portions of Caesars' Motion for Leave to File First Amended Complaint; and Ex Parte Application for Order Shortening Time, and Seal Exhibits 1, 6, 7, 9. 10, 11, 12, 13, 15, and 16 thereto, filed December 12, 2019	4	48	PA00742-PA00765
Motion to Seal Certain Exhibits to Opposition to Caesars' Motion for Leave to File First Amended Complaint, filed December 23, 2019	4	51	PA00871-PA00874
Motion to Seal Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint, filed February 5, 2020	4	54	PA00923-PA00927
Nominal Plaintiff, GR Burgr, LLC's Answer to First Amendment Complaint, filed June 19, 2020	6	75	PA01237-PA01257

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Caesars' Motion to Strike the Seibel-Affiliated Entities' Counterclaims, and/or in the Alternative, Motion to Dismiss, filed February 3, 2021	7	85	PA01497-PA01513
Notice of Entry of Order Denying Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims filed November 25, 2019	3	46	PA00718-PA00724
Notice of Entry of Order Denying, Without Prejudice, Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of CAESARS' First Amended Complaint filed May 29, 2020	5	70	PA01159-PA01166
Notice of Entry of Order Granting Caesars' Motion for Leave to File First Amended Complaint, filed March 11, 2020	4	57	PA00934-PA00941
Notice of Entry of Order Granting Motion to Redact Caesars' Opposition to Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars First Amended Complaint and Seal Exhibit 2 thereto filed June 19, 2020	6	73	PA01178-PA01185
Notice of Entry or Order Granting Motion to Seal Exhibit 23 to Caesars' Reply in Support of its Motion for Leave to File First Amended Complaint filed April 13, 2020	5	63	PA01014-PA01020
Notice of Entry of Order Granting Proposed Plaintiff in Intervention the Original Homestead Restaurant, Inc. D/B/A The Old Homestead Steakhouse's Motion to Intervene, filed October 23, 2018	2	33	PA00379-PA00384
Notice of Entry of Stipulated Confidentiality Agreement and Protective Order, filed March 12, 2019	2	38	PA00439-PA00463

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Notice of Entry of Stipulation and Order to Consolidate Case No. A-17-760537-B with and Into Case No. -17-751759-B, filed February 13, 2018	1	23	PA00214-PA00220
Notice of Entry of Stipulation and Proposed Order to Extend Discovery Deadlines (Ninth Request), filed October 19, 2020	7	82	PA01449-PA01478
November 23, 2020 Court Minutes Granting Caesars' Motion to Strike Seibel's Counterclaims	7	83	PA01479-PA01482
Opposition to Caesars' Motion for Leave to File First Amended Complaint, filed December 23, 2019	4	50	PA00820-PA00870
Opposition to Caesars' Motion for Leave to File First Amended Complaint, filed December 23, 2019 - FILED UNDER SEAL [PROPOSED]	8	88	PA01679-PA01753
Opposition to Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims, filed October 14, 2019	3	42	PA00592-PA00691
Order Denying Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims filed November 25, 2019	3	45	PA00714-PA00717
Order Denying, Without Prejudice, Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of CAESARS' First Amended Complaint filed May 29, 2020	5	69	PA01154-PA01158
Order Granting Caesars' Motion for Leave to File First Amended Complaint, filed March 10, 2020	4	56	PA00929-PA00933
Order Granting Motion to Redact Caesars' Opposition to Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars First Amended Complaint and Seal Exhibit 2 thereto filed June 19, 2020	6	72	PA01173-PA01177

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Order Granting Motion to Seal Exhibit 23 to Caesars' Reply in Support of Its Motion For Leave to File First Amended Complaint filed April 13, 2020	5	62	PA01010-PA01013
Order Granting Proposed Plaintiff in Intervention the Original Homestead Restaurant, Inc. D/B/A The Old Homestead Steakhouse's Motion to Intervene, filed October 23, 2018	2	32	PA00377-PA00378
Plaintiff's Reply to Defendant PHWLTV, LLC's Counterclaims, filed August 25, 2017	1	6	PA00124-PA00129
Reply In Support of Motion to Amend LLTQ/FERG Defendants' Answer, Affirmative Defenses and Counterclaims, filed October 17, 2019	3	44	PA00698-PA00713
Reply to DNT Acquisition, LLC's Counterclaims, filed July 25, 2018	2	29	PA00335-PA00346
Reply to LLTQ/FERG Defendants' Counterclaims, filed July 25, 2018	2	30	PA00347-PA00370
Reporter's Transcript of Motion (Telephonic Hearing – May 20, 2020) – Rowen Seibel, The Development Entities, and Craig Green's Reply In Support of Their Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint	5	68	PA01099-PA01153
Reporter's Transcript of Motion (Telephonic Hearing – September 23, 2020) - Caesars' Motion to Strike The Seibel-Affiliated Entities' Counterclaims, and/or In the Alternative, Motion to Dismiss	6	79	PA01344-PA01417
Rowen Seibel, The Development Entities, and Craig Green's Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint, filed April 8, 2020	5	61	PA00993-PA01009
Rowen Seibel, The Development Entities, and Craig Green's Reply in Support of Their Motion to Dismiss Counts IV, V, VI, VII, and VIII of Caesars' First Amended Complaint, filed May 13, 2020	5	67	PA01081-PA01098

<u>Document Title:</u>	<u>Volume No.:</u>	<u>Tab No.:</u>	<u>Page Nos.:</u>
Stipulated Confidentiality Agreement and Protective Order, filed March 12, 2019	2	37	PA00417-PA00438
Stipulation and Order to Consolidate Case No. A-17-760537-B with and Into Case No. -17-751759-B, filed February 9, 2018	1	22	PA00210-PA00213
Stipulation and Proposed Order to Extend Discovery Deadlines (Ninth Request), filed October 15, 2020	7	81	PA01422-PA01448
The Development Entities' Opposition to Caesars' Motion to Strike Counterclaims, And/Or in the Alternative, Motion to Dismiss, filed August 3, 2020	6	77	PA01271-PA01328
The Development Entities, Rowen Seibel, and Craig Green's Answer to Caesars' First Amended Complaint and Counterclaims, filed June 19, 2020	6	74	PA01186-PA01236
Verified Compliant and Demand for Jury Trial, filed February 28, 2017	1	1	PA00001-PA00036

TAB 1

BUSINESS COURT CIVIL COVER SHEET

XV

County, Nevada

Case No. _____

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

ROWEN SEIBEL, an individual and citizen of New York,

derivatively on behalf of Real Party in Interest GR BURGR LLC, a Delaware limited liability company,

Defendant(s) (name/address/phone):

PHWLTV, LLC, a Nevada limited liability company;

GORDON RAMSAY, an individual;

DOES I through X; ROE CORPORATIONS I through X,

Attorney (name/address/phone):

Dan McNutt

Carbajal & McNutt, LLP

625 S. 8th Street

Las Vegas, NV 89101

Attorney (name/address/phone):

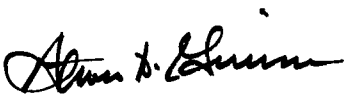
II. Nature of Controversy (Please check the applicable boxes for both the civil case type and business court case type)☐ Arbitration Requested

Civil Case Filing Types		Business Court Filing Types
Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Torts Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort	CLARK COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-89 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Mergers (NRS 92A) <input type="checkbox"/> Uniform Commercial Code (NRS 104) <input type="checkbox"/> Purchase/Sale of Stock, Assets, or Real Estate <input type="checkbox"/> Trademark or Trade Name (NRS 600) <input type="checkbox"/> Enhanced Case Management <input checked="" type="checkbox"/> Other Business Court Matters
Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Civil Writs <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	WASHOE COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-88 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Investments (NRS 104 Art.8) <input type="checkbox"/> Deceptive Trade Practices (NRS 598) <input type="checkbox"/> Trademark/Trade Name (NRS 600) <input type="checkbox"/> Trade Secrets (NRS 600A) <input type="checkbox"/> Enhanced Case Management <input type="checkbox"/> Other Business Court Matters
Judicial Review/Appeal/Other Civil Filing Judicial Review <input type="checkbox"/> Foreclosure Mediation Case Appeal Other <input type="checkbox"/> Appeal from Lower Court		
Other Civil Filing <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters		

02.28.17

Date

Signature of Initiating party or representative


CLERK OF THE COURT

DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
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DISTRICT COURT
CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A- 17 - 751759 - B

Dept. No.: XV

**VERIFIED COMPLAINT AND DEMAND
FOR JURY TRIAL**

*Request for Assignment to Business Court Due
to Claims Involving Business Torts under EDCR
1.61(a)(2)(ii), Claims Involving an Interest in a
Business under EDCR 1.61(A)(2)(iii), and
Claims Involving Business Franchise
Transactions or Relationships under EDCR
1.61(a)(2)(iv)*

*Exempt from Arbitration Under NEV. REV.
STAT. § 38.255 and NAR 3(a) Due to Requests
for Equitable and Declaratory Relief and
Amount in Controversy*

*Exempt from Petition for Exemption from
Arbitration Requirements Under NAR 5(a) Due
to Requests for Equitable and Declaratory
Relief*

Plaintiff Rowen Seibel ("Seibel"), a member and manager of GR Burgr LLC ("GRB")
appearing derivatively on its behalf, hereby complains as follows:

I. PARTIES AND JURISDICTION.

1. Defendant PHWLTV, LLC ("PH") is a Nevada limited liability company. Its principal
place of business is in Clark County, Nevada. PH is owned, directly or indirectly, by Caesars
Entertainment Corporation ("Caesars").

2. Defendant Gordon Ramsay ("Ramsay") is an individual greater than eighteen years of

1 age and a citizen of the United Kingdom.

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

5 4. The identities of defendants DOES I through X and ROE CORPORATIONS I through
6 X are unknown at this time and may be person or entities who are responsible in some manner for
7 the losses, injuries, and damages herein alleged. The roles of these defendants may include, but is
8 not limited to, (1) owning or operating the restaurant(s) at issue; (2) directly or indirectly assisting
9 Defendants in breaching their contractual or common law duties; (3) directly or indirectly infringing
10 upon, misappropriating, or misusing GRB's intellectual property; (4) directly or indirectly assisting
11 Defendants with infringing upon, misappropriating, or misusing GRB's intellectual property; (5)
12 being employees, agents, servants, or joint ventures of the defendants named herein who are
13 responsible in some manner for the losses, injuries, and damages alleged herein; (6) being managers
14 with some control over and responsibility for the defendants named herein; (7) being business
15 entities controlled by or associated with the defendants named herein, including but not limited to
16 parent corporations, wholly owned subsidiaries, or alter egos; or (8) being employers, agents,
17 principals, masters, or joint ventures of the defendants named herein who are responsible in some
18 manner for the losses, injuries, and damages alleged herein.

19 5. To the extent two or more allegations, causes of action, or forms of relief or damages
20 alleged or requested herein are inconsistent or incompatible, each such allegation or cause of action is
21 pled in the alternative, and each such form of damages or relief is requested in the alternative.

22 6. To the extent the Court were to determine a cause of action alleged herein is a form of
23 relief and not an independent cause of action, Plaintiff respectfully requests that each such cause of
24 action be construed in the alternative as a request for relief.

25 7. To the extent the Court were to determine a form of relief requested herein should
26 have been pled as an independent cause of action, Plaintiff respectfully requests that each such form
27 of relief be construed in the alternative as an independent cause of action.
28

1 8. For each paragraph, allegation, and claim herein, Plaintiff repeats, re-alleges, and
2 expressly incorporates each and every preceding paragraph, allegation, and claim.

3 **II. DERIVATIVE ALLEGATIONS.**

4 9. GRB is a Delaware limited liability company. Its equal members are Seibel, a citizen
5 of New York, and GR US Licensing LP (“GRUS”), a Delaware limited partnership. GRUS’s
6 general partner is Kavalake Limited (“Kavalake”), and Kavalake’s director is Ramsay. GRB’s equal
7 managers are Seibel and Mr. Gillies. Seibel appointed himself as a manager of GRB, and GRUS
8 appointed Mr. Gillies.

9 10. As an active member and manager of GRB who has been a member and manager of
10 GRB at all relevant times, Seibel is pursuing this lawsuit derivatively on behalf of GRB.

11 11. GRB is a Delaware limited liability company, and its limited liability company
12 agreement (“GRB Operating Agreement”) is governed by Delaware law.

13 12. 6 DEL.C. § 18-1001 provides, “A member or an assignee of a limited liability
14 company interest may bring an action in the Court of Chancery in the right of a limited liability
15 company to recover a judgment in its favor if managers or members with authority to do so have
16 refused to bring the action or if an effort to cause those managers or members to bring the action is
17 not likely to succeed.”

18 13. 6 DEL.C. § 18-1002 also provides, “In a derivative action, the plaintiff must be a
19 member or an assignee of a limited liability company interest at the time of bringing the action and:
20 (1) [a]t the time of the transaction of which the plaintiff complains; or (2) [t]he plaintiff’s status as a
21 member or an assignee of a limited liability company interest had devolved upon the plaintiff by
22 operation of law or pursuant to the terms of a limited liability company agreement from a person
23 who was a member or an assignee of a limited liability company interest at the time of the
24 transaction.”

25 14. Paragraph 8.1 of GRB’s operating agreement states, “The Managers shall have the full
26 and exclusive right, power and authority to manage all of the business and affairs of the Company
27 with all the rights and powers generally conferred by law, or necessary, advisable or consistent
28

1 therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all
2 Managers. Once a decision has been reached by the Managers in accordance with this Section, any
3 Manager is authorized to carry out the decision and execute any and all documents on behalf of the
4 Company necessary or appropriate in connection therewith.”

5 15. NEV. R. CIV. P. 23.1 states, “In a derivative action brought by one or more
6 shareholders or members to enforce a right of a corporation or of an unincorporated association, the
7 corporation or association having failed to enforce a right which may properly be asserted by it, the
8 complaint shall be verified and shall allege that the plaintiff was a shareholder or member at the time
9 of the transaction of which the plaintiff complains or that the plaintiff’s share or membership
10 thereafter devolved on the plaintiff by operation of law. The complaint shall also allege with
11 particularity the efforts, if any, made by the plaintiff to obtain the action the plaintiff desires from the
12 directors or comparable authority and, if necessary, from the shareholders or members, and the
13 reasons for the plaintiff’s failure to obtain the action or for not making the effort. The derivative
14 action may not be maintained if it appears that the plaintiff does not fairly and adequately represent
15 the interests of the shareholders or members similarly situated in enforcing the right of the
16 corporation or association. The action shall not be dismissed or compromised without the approval
17 of the court, and notice of the proposed dismissal or compromise shall be given to shareholders or
18 members in such manner as the court directs.” Pursuant to this rule, a verification declaration by
19 Seibel is attached hereto as Exhibit 1. The contents of the Seibel declaration are expressly
20 incorporated into this Complaint as if fully set forth herein.
21

22 16. As established by Seibel’s declaration, demanding that Mr. Gillies authorize GRB to
23 file this lawsuit would be futile because (i) Mr. Gillies seeks to dissolve GRB and has caused a
24 judicial dissolution proceeding to be filed in Delaware; (ii) upon information and belief, Mr. Gillies is
25 aware, approves of and benefits from the suspected misappropriation by Ramsay or an affiliated
26 entity of monies belonging to GRB; and (iii) Mr. Gillies’ close relationship with and loyalty to
27 Ramsay creates a conflict of interest because this lawsuit seeks, in part, to recover those monies owed
28 to GRB that were wrongfully paid to Ramsay or an affiliated entity.

1 **III. THE BURGR RESTAURANT AT PLANET HOLLYWOOD.**

2 **A. The Intellectual Property.**

3 17. GRB owns the trademark "BURGR" and licenses the trademark "BURGR Gordon
4 Ramsay" from GRUS. GRB also owns rights relating to the burger-centric/burger-themed restaurant
5 system and concept utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and
6 menus relating to the concept.

7 18. Although the GRB Operating Agreement recognizes that GRB owns the BURGR
8 marks, Ramsay wrongfully registered that mark in the name of his personal entity, Gordon Ramsay
9 Holdings LLC. Only after Seibel discovered that Ramsay had misappropriated the mark and
10 complained to Ramsay was the mark assigned to GRB in November 2014.

11 **B. The Parties Enter the Development Agreement and Open the Restaurant.**

12 19. In December 2012, Ramsay, GRB, and PHW Las Vegas, LLC ("PHW Las Vegas")
13 entered a Development, Operation and License Agreement (the "Development Agreement")
14 concerning the design, development, construction, and operation of a restaurant known as "BURGR
15 Gordon Ramsay" (hereinafter, the "Restaurant") inside the Planet Hollywood hotel in Las Vegas,
16 Nevada.

17 20. Sometime around 2013, PHW Las Vegas assigned the Development Agreement to PH.

18 21. PH, through the Development Agreement, licensed from GRB the rights to use the
19 "GRB Marks," as that phrase is defined in the Development Agreement (including the BURGR
20 Gordon Ramsay marks) and the "General GR Materials," as that phrase is defined in the
21 Development Agreement, including the proprietary concepts, systems, menus, and recipes designed
22 for use in connection with the Restaurant. Hereinafter, the "Intellectual Property" refers collectively
23 to (i) the GRB Marks; (ii) the BURGR Gordon Ramsay marks; (iii) the General GR Materials; (iv)
24 the proprietary concepts, systems, menus, and recipes designed for use in connection with the
25 Restaurant; (v) the rights relating to the burger-centric/burger-themed restaurant system and concept
26 utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and menus relating to
27 the concept; and (vi) all other rights, tradenames, trademarks, trade secrets, and intellectual property
28

1 licensed, sublicensed, leased, or loaned in the Development Agreement.

2 22. In exchange for a license fee (hereinafter, the "License Fee") it was required to pay
3 GRB, PH had the right to use the Intellectual Property in conjunction with the operation and
4 advertising of the Restaurant and the sale of certain products at the Restaurant.

5 23. The License Fee owed to GRB is defined as "(a) four percent (4%) of Gross
6 Restaurant Sales up to ten million dollars (\$10,000,000); plus (b) six percent (6%) of Gross
7 Restaurant Sales greater than ten million dollars (\$10,000,000) up to twelve million dollars
8 (\$12,000,000); plus (c) eight percent (8%) of Gross Restaurant Sales greater than twelve million
9 dollars (\$12,000,000); plus (d) ten percent (10%) of all Gross Retail Sales." Said amount is to be
10 paid prior to any capital repayment that may be owed.

11 24. After the repayment of PH's initial capital investment, the License Fee required to be
12 paid by PH to GRB is increased to "(a) six percent (6%) of Gross Restaurant Sales up to twelve
13 million dollars (\$12,000,000); plus (b) eight percent (8%) of Gross Restaurant Sales greater than
14 twelve million dollars (\$12,000,000); plus (c) ten percent (10%) of all Gross Retail Sales."

15 25. The Development Agreement obligated PH to pay the License Fee to GRB. It did not
16 give Ramsay or an affiliate any right to receive any independent portion of the License Fee.

17 26. For years, PH paid approximately one million dollars per year in License Fee to GRB
18 pursuant to the Development Agreement.

19 **C. PH and Ramsay Conspire to Oust Seibel and GRB from the Restaurant.**

20 27. PH, together with Ramsay, began efforts in 2016 to force Seibel out of the Restaurant
21 and misappropriate the Restaurant for themselves without paying any consideration to Seibel. These
22 efforts were part of a broader scheme by Caesars, its affiliates and Ramsay to force Seibel out of a
23 number of restaurants and misappropriate the revenues and profits from these restaurants for
24 themselves without paying any consideration to Seibel so that they did not have to share such
25 revenues and profits from of these very successful restaurants with Seibel.

26 28. In January 2015, Caesars Entertainment Operating Company, Inc. ("CEOC") filed
27 for bankruptcy protection under Chapter 11 in United States Bankruptcy Court, Northern District of
28

1 Illinois, Eastern Division, together with a number of its subsidiaries and affiliates. PH was not part
2 of the bankruptcy proceeding. Thereafter, in or around June 2015, Caesars, CEOC, and their
3 affiliated companies, together with Ramsay, began to make concerted efforts to force Seibel and his
4 affiliates out of restaurant ventures they had together without paying any consideration to Seibel,
5 notwithstanding the fact that in some cases Seibel and/or his affiliated entities had invested 50% of
6 the capital required to develop and open the restaurant and the parties had contractually agreed that
7 restaurants of such type could not be operated without Seibel's affiliated entity that was the
8 contracting party.

9
10 29. For example, in June 2015, CEOC and/or its affiliate Desert Palace, Inc. ("DPI")
11 moved to reject, in the Chapter 11 proceedings, the Development and Operation Agreement between
12 LLTQ Enterprises, LLC ("LLTQ") a former affiliate of Seibel, and DPI relating to the development
13 and operation of the Gordon Ramsay Pub and Grill at Caesars Palace in Las Vegas for which LLTQ
14 had invested 50% of the capital required to open the restaurant. When LLTQ challenged the
15 rejection on the basis, among many other reasons, that the agreement between DPI and LLTQ was
16 integrated with the agreement between DPI and Ramsay (and its affiliate) and that DPI could not
17 reject one without the other or keep the restaurant open without LLTQ, DPI sought to reject the
18 corresponding Ramsay agreement and simultaneously obtain court approval for a brand new Ramsay
19 agreement, to the exclusion of LLTQ, that was less beneficial to DPI and its bankruptcy estate than
20 the prior Ramsay agreement. Notwithstanding LLTQ's significant investment, the foregoing acts
21 would rob LLTQ of 50% of the profits from such restaurants to which it was contractually entitled
22 and provide DPI and Ramsay with approximately \$2 million per annum that would otherwise be due
23 to LLTQ.

24 30. CEOC and its affiliate Boardwalk Regency Corporation engaged in a similar scheme
25 to take away the revenue stream of FERG, LLC (a former Seibel affiliate) with regard to FERG's
26 interest in the Gordon Ramsay Pub and Grill at Caesars Atlantic City.

27 31. PH and Ramsay are engaged in a similar scheme regarding the Restaurant.

28 32. In late 2015 and early 2016, PH and Ramsay began discussing a scheme by which

1 they would open new burger-centric/burger-themed restaurants together without Seibel's
2 participation contrary to the Development Agreement. When Seibel voiced his objection to this
3 scheme, PH and Ramsay began a scheme to force Seibel out of the Restaurant without paying Seibel
4 any consideration.

5 33. On April 7, 2016, Ramsay informed Seibel that he had unilaterally instructed PH to
6 pay Ramsay's entity, and not GRB, 50% of monies due GRB under the Development Agreement. In
7 contravention of the Development Agreement, PH agreed.

8 34. As a result, beginning in April 2016 PH paid 50% of monies due to GRB directly to
9 Ramsay. This arrangement, in violation of the Development Agreement (and the GRB Operating
10 Agreement), was intended as the first step in the joint effort by PH and Ramsay to wrest the
11 Restaurant from Seibel so that they did not have to share the revenues with him.

12 35. Around April 11, 2016, Seibel attempted to transfer his interest in GRB to The Seibel
13 Family 2016 Trust, but GRUS rejected that attempted transfer without basis. On information and
14 belief, PH was aware of Ramsay's baseless rejection of Seibel's transfer and conspired with Ramsay
15 to cause the rejection.

16 36. That baseless rejection of Seibel's transfer provided PH with a sham excuse to further
17 its efforts to force Seibel out of the Restaurant without paying any consideration when on August 19,
18 2016, judgment was entered on Seibel's guilty plea in the Southern District of New York to one
19 count of obstructing or impeding the due administration of the internal revenue laws under 26 U.S.C.
20 § 7212(a).

21 37. Neither Ramsay nor PH was aware in April 2016 of the tax investigation that resulted
22 in the judgment against Seibel's plea when they conspired to reject Seibel's proposed transfer. PH
23 and Ramsay conspired to reject the proposed transfer by Seibel in furtherance of their scheme to
24 exclude Seibel (or his transferee) from the financial benefits of the Restaurant.

25 38. Then, on or around September 21, 2016, a letter was sent by PHW Las Vegas dba
26 PHWM, defined in the letter as "Caesars," to GRB (hereinafter, the "Termination Letter") allegedly
27 terminating the Development Agreement under Section 4.2.5 for purported suitability reasons related
28

1 to Seibel. This termination was not valid because, among other reasons, it was not issued by PH.

2 39. The purported basis for this termination was illusory and in bad faith, as PH and
3 Ramsay had been planning since April 2016, at the latest, to force Seibel from his beneficial interest
4 in the Development Agreement and out of the Restaurant for no consideration.

5 40. The purported basis for this termination was illusory and in bad faith as PH did not in
6 good faith anticipate that it or its affiliates would be subject to disciplinary actions relating to its
7 gaming or alcohol licenses as a result of the judgment against Seibel.

8 41. Neither Seibel nor GRB has been found to be an “unsuitable person” by the Nevada
9 Gaming Control Board.

10 42. PH has never been sanctioned, fined, reprimanded by the Nevada Gaming Control
11 Board, or any other Nevada Gaming Authority, as a result of Seibel’s association with GRB.

12 43. PH has not sustained any monetary damages whatsoever as a result of Seibel’s
13 association with GRB.

14 44. The purported basis for this termination was illusory and in bad faith, as PH and
15 Ramsay schemed together to reject Seibel’s proposed transfer of his interest in GRB, which such
16 transfer would have cured any legitimate suitability concerns of PH.

17 45. Seibel remains ready, able, and willing to disassociate himself from GRB. In fact,
18 Seibel attempted to transfer his interests, but such transfer was unreasonably blocked by GRUS and
19 PH in furtherance of their scheme to force Seibel out of a number of restaurants and misappropriate
20 the revenues and profits from these restaurants for themselves so that they did not have to share such
21 revenues and profits from of these very successful restaurants with Seibel.

22 46. Prior to PH’s purported termination, Seibel requested that PH inform Seibel as to the
23 objections it had to the proposed transfer, but PH ignored Seibel’s request so that it alone, or with
24 Ramsay, could take Seibel’s share of the License Fee otherwise required to be paid to GRB.

25 47. Prior to PH’s purported termination, Seibel requested that PH work with Seibel to
26 arrive at an assignee that could be mutually agreeable to Seibel and PH but PH ignored Seibel’s
27 request so that PH alone, or with Ramsay, could take Seibel’s share of the License Fee otherwise
28

1 required to be paid to GRB.

2 48. Removing Seibel from GRB dispositively cures any alleged problem identified by PH
3 as being the purported reason for terminating the Development Agreement.

4 49. However, PH and Gordon Ramsay have colluded to prevent Seibel from transferring
5 his interest in GRB thus evidencing both the fact that removing Seibel effectively cures any allegation
6 that Seibel is unsuitable and that the real reason to terminate the Development Agreement is
7 predicated upon PH's desire to retain Seibel's portion of the monies owed to GRB for itself.

8 50. The purported basis for this termination was illusory and in bad faith, since while
9 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
10 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
11 person, Caesars and other affiliates of PH were engaged in relationships and were parties to contracts
12 with notorious criminals with long histories of arrests and convictions, including some for violent
13 crimes, the most recent of which appears to be the Rapper T.I. whose name is promoted all over Las
14 Vegas as a method to attract people to the club within a Caesars property where he is performing
15 with the obvious hope of the same also resulting in additional casino activity.

16 51. The purported basis for this termination was illusory and in bad faith, since while
17 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
18 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
19 person, Caesars and other affiliates of PH had a long history of contracting with and promoting
20 professional boxers and boxing promoters who had extensive arrest and criminal conviction records
21 to financially gain not just from the boxing matches but also from the additional activity such
22 matches would attract to their casinos.

23 52. The purported basis for this termination was illusory and in bad faith, since while
24 PHW Las Vegas was providing notice of termination because Seibel, a behind the scenes 50%
25 member in a company that licensed certain rights to PH, allegedly became an unsuitable person,
26 Caesars and other affiliates of PH had a long history of continuing to do business with persons under
27 similar circumstances. Caesars and PH have in the past contracted with, or remained in contract
28 with parties to operate restaurants or clubs in spite of indictments and/or felony convictions of such

1 parties without any disciplinary action to Caesars or PH.

2 53. The purported termination is invalid and is a sham for the additional reason that PH
3 did not cease operations of the Restaurant after the purported termination.

4 54. Section 4.3.2(a) states that upon termination of the Development Agreement, PH
5 “shall cease operation of the Restaurant and its use of” the Intellectual Property. It also states that PH
6 may continue to operate the Restaurant after termination for up to 120 days, but as long as the
7 Restaurant is in operation, PH must continue to pay the License Fee to GRB.

8 55. Further, Section 4.3.2(e) expressly states that upon the termination of the Development
9 Agreement, PH “shall not use the Restaurant’s food and beverage menus or recipes developed by
10 GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR Materials.”

11 56. However, to this day, despite its purported “termination,” the Restaurant remains open
12 for business and is generating millions of dollars in profits annually yet PH is not paying the License
13 Fee earned and due to GRB.

14 57. In fact, subsequent to the purported termination, PH continued to use the Intellectual
15 Property, GRB Marks, and General GR Materials in operating the Restaurant. But then, on
16 information and belief, instead of paying the monies due directly to GRB, PH and Ramsay colluded
17 and diverted payment of the License Fee away from GRB and made some portion of that payment
18 directly to Ramsay and/or GRUS or another affiliated entity in furtherance of their scheme to deprive
19 Seibel of his rights and revenue.

20 58. Furthermore, even Caesars’ Charter documents require or permit Caesars to pay
21 monies to certain shareholders found to be unsuitable persons by purchasing their shares at fair
22 market value.

23 59. Through its patent breach, PH has enriched itself by retaining Seibel’s share of the
24 monies due and owed to GRB as a result of the continued operation of the Restaurant.

25 **D. PH and Ramsay Are Attempting to Rebrand the Restaurant.**

26 60. Based upon information and belief, PH and Ramsay presently are attempting to change
27 the name of the Restaurant (hereinafter, the renamed Restaurant is the “Rebranded Restaurant”) and
28 continue operating the Rebranded Restaurant amongst themselves without GRB or Seibel.

1 61. Based upon information and belief, around October 2016 and thereafter, Ramsay or an
2 affiliate had several applications submitted to the USPTO to trademark “Gordon Ramsay Burger.”
3 Based on information and belief, Ramsay intended to use the trademark “Gordon Ramsay Burger” at
4 the Rebranded Restaurant. Based further upon information and belief, around December 2016, the
5 USPTO rejected those applications because the proposed mark is too similar to “BURGR Gordon
6 Ramsay.”

7 62. PH and Ramsay’s conduct related to the Rebranded Restaurant violates the
8 Development Agreement and the implied covenant of good faith and fair dealing for reasons that
9 include, but are not limited to, the following:

10 a) Section 11.2 of the Development Agreement obligates PH to cease doing
11 business with Ramsay with regard to the Restaurant following any termination of the Development
12 Agreement under that section. (*See* § 11.2 of the Development Agreement) (PH has “the right to
13 terminate this Agreement and its relationship with Gordon Ramsay and GRB.”) (emphasis added).
14 PH and Ramsay are in breach of this provision by continuing their business relationship with respect
15 to the Rebranded Restaurant.
16

17 b) Section 4.3.2(a) of the Development Agreement obligates PH to wind up its
18 operation of the Restaurant within 120 days of termination of the Development Agreement. The
19 Development Agreement does not contain any provisions by which this 120 day period can be
20 extended. Based upon information and belief, around January 2017, PH, GRUS, and Ramsay
21 improperly agreed without the knowledge or consent of Seibel or GRB to extend this 120 day period.
22 Based further upon information and belief, the sole reason for this improper extension was to afford
23 additional time for Ramsay or an affiliate to resolve the trademark issues before the USPTO, so as to
24 allow the Restaurant to begin operating immediately as the Rebranded Restaurant without the
25 Restaurant ever being closed for any period of time.

26 c) Based upon information and belief, in breach of the Development Agreement,
27 PH and Ramsay intend to use the Intellectual Property for the Rebranded Restaurant.

28 d) Section 14.21 of the Development Agreement obligates PH to enter a similar,

1 separate written agreement with GRB concerning the Rebranded Restaurant. PH and Ramsay have
2 breached § 14.21 of the Development Agreement by failing to enter a similar, separate written
3 agreement with GRB or an affiliate concerning the Rebranded Restaurant.

4 63. As a direct and proximate result of all of the conduct and events alleged in this
5 Complaint, Plaintiff has suffered over \$10,000.00 in actual damages, and such losses shall continue to
6 accrue pending judgment of this matter. But for the above-referenced events, Plaintiff would not have
7 suffered these injuries, losses, and damages.

8 64. Plaintiff also is seeking an award of its fees and costs under the fee-award provisions
9 in the Development Agreement. Section 14.13 states, "The prevailing party in any dispute that arises
10 out of or relates to the making or enforcement of the terms of this Agreement shall be entitled to
11 receive an aware of its expenses incurred in pursuit or defense of said claim, including, without
12 limitation, attorneys' fees and costs, incurred in such action."

13 65. GRB also requests an accounting under Section 8.4 of the Development Agreement
14 and the laws of equity. Without an accounting, GRB may not have adequate remedies at law because
15 the exact amount of monies owed to it could be unknown. The accounts between the parties are of
16 such a complicated nature that an accounting is necessary and warranted. Furthermore, GRB has
17 entrusted and relied upon PH to maintain accurate and complete records and to compute the amount
18 of monies due under the Development Agreement.

19 66. Delaware law further provides that "[i]f a derivative action is successful, in whole or
20 in part, as a result of a judgment, compromise or settlement of any such action, the court may award
21 the plaintiff reasonable expenses, including reasonable attorney's fees, from any recovery in any such
22 action or from a limited liability company." 6 DEL.C. § 18-1004. Seibel requests an award of his
23 fees and costs pursuant to this statute.

24
25 **FIRST CAUSE OF ACTION**
26 **Breaches of Contract**
(Against All Defendants)

27 67. The Development Agreement is a valid and enforceable contract between GRB, PH,
28 and Ramsay.

1 68. PH breached the Development Agreement by engaging in conduct that includes, but is
2 not limited to, the following:

3 a) Continuing to do business with Ramsay following the alleged termination of
4 the Development Agreement;

5 b) Continuing to operate the Restaurant following the alleged termination of the
6 Development Agreement;

7 c) Continuing to use the Intellectual Property following the alleged termination of
8 the Development Agreement;

9 d) Failing and refusing to pay the License Fee and other monies to GRB for the
10 period of time it has operated the Restaurant and used the Intellectual Property;

11 e) Paying all or a portion of the License Fee to Ramsay or his affiliated entity;

12 f) Failing and refusing to provide GRB with a reasonable and good faith
13 opportunity to cure its purported association or affiliation with any unsuitable persons, as
14 contemplated in Section 11.2 of the Development Agreement;

15 g) Allegedly extending the 120 day post-termination period to wind up the
16 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
17 Agreement; *and*

18 h) Attempting and planning to open and operate the Rebranded Restaurant with
19 Ramsay or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter
20 a separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant.
21

22 69. Ramsay breached the Development Agreement by engaging in conduct that includes,
23 but is not limited to, the following:

24 a) Receiving, directly or indirectly, monies intended for and owed to GRB under
25 the Development Agreement;

26 b) Attempting to continue to do business with PH and operate the Restaurant with
27 PH in direct violation of the Development Agreement;

28 c) Continuing to use the Intellectual Property following the alleged termination of

1 the Development Agreement;

2 d) Continuing to use the Intellectual Property following the alleged termination of
3 the Development Agreement;

4 e) Allegedly extending the 120 day post-termination period to wind up the
5 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
6 Agreement; *and*

7 f) Attempting and planning to open and operate the Rebranded Restaurant with
8 PH or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter a
9 separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant.

10 70. As a direct and proximate result of the above-referenced events, GRB has suffered
11 injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB
12 would not have suffered these injuries, losses, and damages.

13 71. GRB also is seeking an award of its fees and costs under the fee-award provision in
14 the Development Agreement.

15
16 **SECOND CAUSE OF ACTION**
17 **Contractual Breaches of the Implied Covenant of Good Faith and Fair Dealing**
(Against All Defendants)

18 72. In Nevada, every contract imposes upon the parties an implied covenant of good faith
19 and fair dealing. A party breaches the implied covenant by (1) performing a contract in a manner
20 unfaithful to its purpose and that frustrates or denies the justified expectations of the other party; (2)
21 interfering with or failing to cooperate with an opposing party with the performance of a contract; (3)
22 acting arbitrarily, capriciously, or in bad faith; (4) failing to exercise and perform discretionary
23 powers under a contract in good faith; (5) unduly delaying performance or payment under a contract;
24 or (6) literally complying with the terms of a contract and therefore not technically breaching the
25 contract but nevertheless violating the intent and spirit of the contract.

26 73. The Development Agreement constitutes a binding and enforceable contract that
27 imposes an implied covenant of good faith and fair dealing upon PH and Ramsay.
28

1 74. In the event the Court were to conclude PH literally complied with any of the terms of
2 the Development Agreement, PH breached the implied covenant by engaging in arbitrary,
3 capricious, and bad faith conduct that includes, but is not limited to, the following:

4 a) Pursuing an arbitrary, capricious, and bad faith scheme with Ramsay to oust
5 Seibel and GRB from the Restaurant to increase PH's profits;

6 b) Attempting to interfere with Seibel's relationship with the Restaurant by
7 diverting funds away from GRB to Ramsay or an affiliate;

8 c) Conspiring with Ramsay to reject Seibel's attempted transfer of his interest in
9 the Development Agreement;

10 d) Purporting to terminate the Development Agreement on the wholly illusory
11 unsuitability grounds;

12 e) Continuing to do business with Ramsay in conjunction with the Development
13 Agreement following the alleged termination of the Development Agreement;

14 f) Continuing to operate the Restaurant following the alleged termination of the
15 Development Agreement;

16 g) Continuing to use the Intellectual Property following the alleged termination of
17 the Development Agreement;

18 h) Failing and refusing to pay the License Fee and other monies to GRB for the
19 period of time it has operated the Restaurant and used the Intellectual Property;

20 i) Paying all or a portion of the License Fee to Ramsay or an affiliated entity;

21 j) Failing and refusing to provide GRB with a reasonable and good faith
22 opportunity to cure its purported association or affiliation with any unsuitable persons, as
23 contemplated in Section 11.2 of the Development Agreement;

24 k) Purporting to terminate the Development Agreement on suitability grounds
25 through PHW Las Vegas and PHWM, which has no power or right to terminate the agreement on
26 suitability grounds;

27 l) Selectively, arbitrarily, and capriciously choosing to do business or enter
28

1 financial transactions, directly or indirectly, with persons who have criminal records (including but
2 not limited to the rapper Clifford Joseph Harris Jr., better known as "T.I.") or are dishonest, immoral,
3 infamous, of ill-repute, or potentially or actually unsuitable;

4 m) Allegedly extending the 120 day post-termination period under the
5 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
6 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
7 Development Agreement;

8 n) Attempting and planning to open and operate the Rebranded Restaurant with
9 Ramsay or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter
10 a separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*

11 o) Claiming Nevada gaming law and authorities would prohibit PH from paying
12 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
13 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
14 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
15 or threatened to institute any action against PH or an affiliate; (iv) Caesars' current certificate of
16 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
17 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
18 interest in GRB to The Seibel Family 2016 Trust or another person or entity.

19
20 75. In the event the Court were to conclude Ramsay literally complied with any of the
21 terms of the Development Agreement, Ramsay breached the implied covenant by engaging in
22 conduct that includes, but is not limited to, the following:

23 a) Pursuing an arbitrary, capricious, and bad faith scheme with PH to oust Seibel
24 and GRB from the Restaurant to increase the profits of himself or an affiliate;

25 b) Receiving, directly or indirectly, monies intended for and owed to GRB under
26 the Development Agreement;

27 c) Attempting to continue to do business with PH and operate the Restaurant with
28 PH in direct violation of the Development Agreement;

1 d) Continuing to use the Intellectual Property following the alleged termination of
2 the Development Agreement;

3 e) Enticing and encouraging PH to breach its contractual obligations to GRB;

4 f) Refusing to allow assignments related to GRB to damage and harm GRB's
5 contractual rights;

6 g) Wrongfully representing to PH that Seibel is an unsuitable person and that his
7 affiliation with GRB cannot be cured;

8 h) Allegedly extending the 120 day post-termination period under the
9 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
10 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
11 Development Agreement;

12 i) Attempting and planning to open and operate the Rebranded Restaurant with
13 PH or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter a
14 separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*

15 j) Claiming Nevada gaming law and authorities would prohibit PH from paying
16 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
17 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
18 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
19 or threatened to institute any action against PH or an affiliate; (iv) Caesars' current certificate of
20 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
21 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
22 interest in GRB to The Seibel Family 2016 Trust or another person or entity.
23

24 76. As a direct and proximate result of the above-referenced events, GRB has suffered
25 injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB
26 would not have suffered these injuries, losses, and damages.

27 77. GRB also is seeking an award of its fees and costs under the fee-award provision in
28 the Development Agreement.

THIRD CAUSE OF ACTION
Unjust Enrichment
(Against All Defendants)

78. All preceding paragraphs are incorporated herein.

79. By licensing the Intellectual Property and the General GR Materials to PH and on account of PH's failure to pay License Fees, GRB conferred benefits upon PH, and it accepted, appreciated, and retained the benefits. Specifically, PH is unlawfully retaining and using the Intellectual Property for the Restaurant and attempting to do the same for the Rebranded Restaurant.

80. PH has failed to cease using the Intellectual Property and to pay to GRB the License Fees and other monies owed to GRB for the period of time it has operated the Restaurant and used the Intellectual Property.

81. In the event the Court were to conclude the Development Agreement is no longer valid or enforceable, it would be unjust, unfair, and inequitable for PH and Ramsay to be permitted to retain or use the Intellectual Property and monies owed to GRB for the period of time they have operated the Restaurant and used the Intellectual Property. It would be further unjust, unfair, and inequitable for PH and Ramsay to be permitted to use the Intellectual Property for the Rebranded Restaurant without compensating GRB.

82. Ramsay, directly or indirectly, has wrongfully accepted and retained monies intended for and owed to GRB under the Development Agreement. It would be unjust, unfair, and inequitable for Ramsay or an affiliate to retain these monies.

83. As a direct and proximate result of the above-referenced events, GRB has suffered injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB would not have suffered these injuries, losses, and damages.

FOURTH CAUSE OF ACTION
Civil Conspiracy
(Against All Defendants)

84. Ramsay and PH acted in concert and had an explicit or tacit agreement between themselves to breach the Development Agreement and oust GRB and Seibel from the Restaurant.

85. Ramsay and PH's conduct was designed and intended to disrupt GRB and Seibel's

1 contractual relationship with PH, inflict financial harm upon GRB and Seibel, and increase Ramsay
2 and PH's profits from the Restaurant. These objectives of the conspiracy were unlawful because they
3 violated GRB and Seibel's rights, entitlements, and justified expectations under the Development
4 Agreement.

5 86. To accomplish the objectives of the conspiracy, Ramsay, directly or indirectly, refused
6 to allow Seibel to transfer his interest in GRB to The Seibel Family 2016 Trust, resign as a manager
7 of GRB, and appoint Craig Green as a manager of GRB. While simultaneously blocking Seibel's
8 efforts to transfer his interest in GRB, resign as a manager, and appoint a replacement manager,
9 Ramsay and GRUS demanded that Seibel disassociate from GRB. This demand was a charade in
10 light of the fact Ramsay and GRUS blocked Seibel's very efforts to disassociate from GRB.

11 87. Furthermore, in a letter sent on or around September 15, 2016, Ramsay and GRUS
12 falsely told PHW Las Vegas that Seibel is an unsuitable person and his affiliation with GRB and the
13 Restaurant could not be cured. Specifically, Ramsay and GRUS claimed the transfer of Seibel's
14 interest in GRB to The Seibel Family 2016 Trust would "not definitively terminate any direct or
15 indirect involvement or influence in [GRB] by Mr. Seibel." Ramsay and GRUS further claimed the
16 assignment "provide[d] no method by which [PHW Las Vegas] or a gaming regulatory agency could
17 be confident that Mr. Seibel did not retain the ability, through a family member or a retained attorney,
18 to be involved with, or profit from, a continuing business relationship with [PHW Las Vegas] under
19 the [GRB] Agreement." These assertions were false because Seibel neither would have had any
20 direct or indirect involvement or influence over The Seibel Family 2016 Trust nor would have retain
21 any ability, directly or indirectly, to be involved with or profit from a continuing business
22 relationship. These false statements were made in furtherance of Ramsay and PH's conspiracy.

23 88. To accomplish the objectives of the conspiracy, PH refused and failed to investigate,
24 research, and consider in good faith whether Seibel would have an interest in or control over The
25 Seibel Family 2016 Trust and whether Seibel's association with GRB and the Restaurant could be
26 cured. It further refused and failed to communicate with Seibel's counsel concerning these matters.
27 This conduct was pursued in furtherance of Ramsay and PH's conspiracy.
28

1 89. The objectives of the conspiracy were accomplished when, on or around September
2 21, 2016, the Development Agreement was terminated on the alleged grounds Seibel is an unsuitable
3 person and GRB purportedly failed to disassociate with Seibel.

4 90. As a direct and proximate result of the above-referenced events, GRB has suffered
5 injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB
6 would not have suffered these injuries, losses, and damages.

7 **IV. ADDITIONAL REQUESTS FOR RELIEF**

8 **A. Request for Specific Performance Against PH.**

9 91. Under Nevada law, “Specific performance is available when [i] the terms of the
10 contract are definite and certain, [ii] the remedy at law is inadequate, [iii] the plaintiff has tendered
11 performance, and [iv] the court is willing to order it.”

12 92. In plain, clear, unambiguous, definitive, and certain language, the Development
13 Agreement requires PH to pay the License Fee to GRB while the Restaurant continues to operate
14 after the termination of the Development Agreement. (See Development Agreement at ¶ 4.3.2(a).)

15 93. The Development Agreement does not contain any provisions allowing PH to
16 withhold the License Fee due to any alleged suitability reasons.

17 94. Though it continues to operate the Restaurant following the alleged termination of the
18 Development Agreement, PH refuses to pay the License Fee to GRB.

19 95. Plaintiff does not have an adequate legal remedy to force PH to pay it the License Fee.

20 96. Plaintiff has performed its obligations under the Development Agreement.

21 97. Plaintiff requests an order compelling PH to perform its obligation under the
22 Development Agreement to pay the License Fee to GRB, as well as awarding any additional relief
23 authorized by the law or found fair, equitable, just, or proper by the Court, including but not limited
24 to attorney’s fees, costs, and interest.

25 **B. Request for Declaratory Relief Against PH Under NEV. REV. STAT. § 30 re: the 26 Validity of the Alleged Termination of the Development Agreement.**

27 98. A justiciable controversy ripe for adjudication exists between the parties as to whether
28 the Development Agreement was properly terminated. Plaintiff seeks an order declaring that the

1 Development Agreement was not properly terminated and therefore remains in full force and effect.

2 99. GRB originally entered the Development Agreement with PHW Las Vegas.

3 100. The Development Agreement identified PHW Manager LLC ("PHWM") as the
4 manager of PHW Las Vegas.

5 101. PHW Las Vegas later assigned the Development Agreement to PH in 2013.

6 102. The Termination Letter was sent in September 2016. It used the term "Caesars" to
7 refer collectively to PHW Las Vegas and PHWM. In the Termination Letter, Caesars purportedly
8 terminated the Development Agreement under Section 4.2.5.

9 103. The purported termination of the Development Agreement by "Caesars" was invalid
10 and ineffective because in 2013, PHW Las Vegas assigned the Development Agreement to PH.
11 Following that assignment, PHW Las Vegas and PHWM had no interest in or rights regarding the
12 Development Agreement and therefore had no right to terminate the agreement.

13 104. The purported termination was invalid and ineffective for the additional reason that it
14 was issued in violation of PH's implied covenant of good faith and fair dealing. PH had been
15 attempting to wrongfully terminate Seibel's association with the Restaurant and enrich itself by
16 retaining Seibel's share of the monies due and owed to GRB as a result of the continued operation of
17 the Restaurant.

18 105. PH's purported termination was exercised in bad faith and was in furtherance of an
19 ongoing scheme to keep Seibel's share of the revenues from the Restaurant and had nothing to do any
20 good faith determination by PH that Seibel is an Unsuitable Person as that term is defined in the
21 Development Agreement

22 106. The purported termination was invalid and ineffective because upon issuance of the
23 purported termination notice PH continued to operate the Restaurant as if the Development
24 Agreement remain in effect and failed to comply with the required conduct in the event of a valid
25 termination of the Development Agreement.

26 107. For the above-stated reason, Plaintiff seeks an order declaring that the Development
27 Agreement was not properly terminated and therefore remains in full force and effect.
28

1 108. Plaintiff further request any additional relief authorized by the law or found fair,
2 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
3 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

4 **C. Declaratory Relief Against All Defendants Under NEV. REV. STAT. § 30 re: the**
5 **Parties' Rights and Obligations Under the Development Agreement.**

6 109. PH and Ramsay's actions have created a justiciable controversy, and this controversy
7 is ripe for adjudication as a declaration by this Court.

8 110. GRB seeks a declaration concerning the following rights, remedies, duties, and
9 obligations:

10 a) That PH must cease doing business with Ramsay following the termination of
11 the Development Agreement;

12 b) That PH must cease operating the Restaurant following the termination of the
13 agreement;

14 c) That PH must cease using the Intellectual Property following the termination of
15 the agreement;

16 d) That PH must pay the License Fee and other monies to GRB for the period of
17 time it has operated the Restaurant and used the Intellectual Property;

18 e) That PH must provide GRB with a reasonable and good faith opportunity to
19 cure its purported association or affiliation with any unsuitable persons; *and*

20 f) That the Development Agreement precludes PH and Ramsay from opening and
21 operating the Rebranded Restaurant.

22 111. Plaintiff further request any additional relief authorized by the law or found fair,
23 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
24 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

25 **D. Request for an Accounting from PH.**

26 112. The Development Agreement allows GRB to request and conduct an audit concerning
27 the monies owed under the agreement.
28

1 113. The laws of equity also allow for GRB to request an accounting of PH. Without an
2 accounting, GRB may not have adequate remedies at law because the exact amount of monies owed
3 to it could be unknown.

4 114. The accounts between the parties are of such a complicated nature that an accounting
5 is necessary and warranted.

6 115. GRB has entrusted and relied upon PH to maintain accurate and complete records and
7 to compute the amount of monies due under the Development Agreement.

8 116. GRB requests an accounting of the monies owed to it under the GRB agreement, as
9 well as all further relief found just, fair, and equitable.

10 **E. Request for an Injunction / Restraining Order Against All Defendants.**

11 117. Section 14.10.2 of the Development Agreement states, “Notwithstanding any other
12 provision of this Agreement, the parties acknowledge and agree that monetary damages would be
13 inadequate in the case of any breach by [PH] of Article 6 Accordingly, each party shall be
14 entitled, without limiting its other remedies and without the necessity of proving actual damages or
15 posting any bond, to equitable relief, including the remedy of specific performance or injunction, with
16 respect to any breach or threatened breach of such covenants and each party (on behalf of itself and
17 its Affiliates) consents to the entry thereof in any affected jurisdiction. In the event that any
18 proceeding is brought in equity to enforce the provisions of this Agreement, no party hereto shall
19 allege, and each party hereto hereby waives the defense or counterclaim that there is an adequate
20 remedy at law.”

21 118. PH has improperly purported to terminate the Development Agreement.

22 119. PH and Ramsay have breached Article 6 of the Development Agreement through
23 conduct that includes, but is not limited to, (1) continuing to use the Intellectual Property following
24 the termination of the License and the alleged termination of the Development Agreement; and (2)
25 failing to pay the License Fee and other monies to GRB for the period of time PH has operated the
26 Restaurant and used the Intellectual Property.

27 120. GRB seeks a permanent injunction or restraining order (i) prohibiting PH from
28

1 terminating the Development Agreement; or, in the alternative, prohibiting PH and Ramsay from (ii)
2 (a) using the Intellectual Property for the Restaurant or the Rebranded Restaurant; and (b) continuing
3 to operate the Restaurant or open and operate the Rebranded Restaurant.

4 121. GRB will succeed on the merits of its claims, the balance of equities tip in favor of
5 GRB, and public interests favor injunctive relief. Furthermore, GRB would suffer substantial and
6 irreparable harm if PH were permitted to terminate the Development Agreement or if Defendants
7 were permitted to (i) continue using the Intellectual Property; (ii) continue operating the Restaurant; or
8 (iii) open and operate the Rebranded Restaurant.

9
10 **V. PRAYER FOR RELIEF.**

11 WHEREFORE, Plaintiff prays for judgment as follows:

- 12 A. Monetary damages in excess of \$10,000.00;
13 B. Equitable relief;
14 C. Specific Performance;
15 D. Injunctive relief;
16 E. Declaratory relief;
17 F. Reasonable attorney's fees, costs, and interest associated with the prosecution of
18 this lawsuit; and
19 G. Any additional relief this Court may deem just and proper.

20 **VII. DEMAND FOR JURY TRIAL.**

21 Pursuant to NEV. R. CIV. P. 38, Plaintiff demands a trial by jury on all issues so triable.

22 DATED February 28, 2017.

23 CARBAJAL & MCNUTT, LLP

24
25 /s/ Dan McNutt

26 DANIEL R. MCNUTT (SBN 7815)
27 MATTHEW C. WOLF (SBN 10801)
28 625 South Eighth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

Exhibit 1

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I, Rowen Seibel, hereby declare the following:

1. I am an adult and competent to testify to all matters herein and am familiar with all issues and papers herewith.

2. I am making this declaration based upon my personal knowledge in support of my derivative complaint in the Eighth Judicial District Court of Clark County, Nevada (the “Complaint”) on behalf of GR Burgr LLC (“GRB”).

3. The facts alleged in the Complaint are true and correct to the best of my knowledge, except to matters alleged therein upon information and belief, and as to those matters, I believe them to be true and correct to the best of my knowledge, information, and belief.

A. At All Relevant Times, I Have Been a Member and Manager of GRB.

4. I am a citizen of New York.

5. GRB is a Delaware limited liability company.

6. At all relevant times, GRB's equal members have been myself and GR US Licensing LP ("GRUS"), a Delaware limited liability partnership. GRUS's general partner is Kavalake Limited ("Kavalake"), and Kavalake's director is British celebrity chef Gordon Ramsay.

7. At all relevant times, GRB has had two equal managers: myself and Stuart Gillies, who was appointed by GRUS.

B. Asking Mr. Gillies to Authorize GRB to File the Complaint Would Be Futile.

8. Paragraph 8.1 of GRB's operating agreement states in relevant part, "The Managers shall have the full and exclusive right, power and authority to manage all of the business and affairs of the Company with all the rights and powers generally conferred by law, or necessary, advisable or consistent therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all Managers."

9. Demanding that Mr. Gillies authorize GRB to file the Complaint would be futile for the following reasons:

1 a. In 2016, GRUS filed a pending lawsuit in Delaware to dissolve GRB on the purported
2 grounds that a deadlock exists between me and Mr. Gillies concerning the future of GRB;

3 b. Mr. Gillies refused to attend a meeting of GRB's managers in 2016;

4 c. In 2016, GRUS and Mr. Gillies blocked my attempt to assign my membership interest
5 in GRB to The Seibel Family 2016 Trust and to appoint Craig Green as a manager of GRB; and

6 d. The Complaint seeks, in part, to recover monies owed to GRB that PHWLTV, LLC
7 ("Planet Hollywood") or an affiliate wrongfully paid to Mr. Ramsay or an affiliate. It is believed Mr. Gillies
8 knew or should have known of those wrongful payments and explicitly or tacitly approved them.
9 Furthermore, as a close and long-term friend and business partner of Mr. Ramsay who has received
10 significant financial rewards from Mr. Ramsay's business ventures, Mr. Gillies would have a conflict of
11 interest if he were asked to authorize GRB to file the Complaint to recover the aforementioned monies. Mr.
12 Gillies likely would put his friendship with and loyalty to Mr. Ramsay and his personal interest in continuing
13 to earn significant financial rewards from business ventures with Mr. Ramsay above the interests of GRB.
14

15 **1. The Dissolution Proceeding.**

16 10. On or around October 13, 2016, GRUS filed a lawsuit in the Court of Chancery for Delaware
17 as case no. 12825 seeking a judicial dissolution of GRB. In Paragraph 2, the complaint alleges "[t]he
18 Company's two managers (appointed by GRUS and Seibel, respectively) have reached a deadlock on the
19 future of the Company and the LLC Agreement provides no mechanism to resolve that deadlock"

20 11. Based upon the alleged deadlock (and without admitting a deadlock exists), it would be futile
21 to demand that Mr. Gillies authorize GRB to file the Complaint.

22 **2. Mr. Gillies Refused to Attend a Managers Meeting in 2016.**

23 12. Asking Mr. Gillies to authorize GRB to file the Complaint also would be futile based upon
24 the fact Mr. Gillies refused in 2016 to attend a meeting of the managers of GRB.

25 13. In 2016, through counsel, I attempted to schedule one or more meetings of the managers of
26 GRB. One such meeting was scheduled in New York, New York, for July 12, 2016. Through counsel, Mr.
27
28

1 Gillies refused to attend. Mr. Gillies took the position in writing that he is not obligated under GRB's
2 operating agreement to attend any meetings.

3 14. Given the refusal of Mr. Gillies to attend any meetings, it would be futile to attempt to
4 schedule a meeting for the purpose of asking Mr. Gillies to authorize GRB to file the Complaint.

5 **3. GRUS and Mr. Gillies Blocked My Attempt to Assign My**
6 **Membership Interest in GRB to The Seibel Family 2016 Trust and**
7 **to Appoint Craig Green as a Manager of GRB.**

8 15. Paragraph 10.1(a) of GRB's operating agreement obligates me to obtain the approval of Mr.
9 Gillies to assign my membership interest in GRB. Paragraph 10.1(c), however, allows me to assign the
10 economic rights to my membership interest in GRB to certain relatives or a trust for their benefit without the
11 approval of GRUS or Mr. Gillies.

12 16. Paragraph 8.2 of GRB's operating agreement also allows me with the approval of GRUS to
13 replace myself as a manager. It further states GRUS's approval of the proposed replacement manager shall
14 not be unreasonably withheld, delayed or conditioned.

15 17. On or around April 11, 2016, I notified GRUS and Mr. Gillies in writing of my intent to (i)
16 transfer my membership interest in GRB to The Seibel Family 2016 Trust, (ii) resign as a manager of GRB,
17 and (iii) appoint Craig Green as a replacement manager. I enclosed a Membership Interest Assignment
18 Agreement and a Removal and Appointment of Manager of GRB and asked GRUS to execute and return the
19 documents to effectuate the assignment and the appointment of a replacement manager.

20 18. GRUS flatly and unreasonably refused to execute the above-referenced documents and to
21 approve the assignment and the appointment of a replacement manager. This is true even though GRB's
22 operating agreement expressly precluded GRUS from unreasonably withholding, delaying, or conditioning
23 its consent to the appointment of a replacement manager.

24 **4. It is Believed Planet Hollywood Paid Mr. Ramsay or an Affiliate**
25 **Monies Owed to GRB.**

26 19. Around December 2012, Mr. Ramsay, GRB, and PHW Las Vegas, LLC entered a
27 Development, Operation and License Agreement (the "Development Agreement") concerning the design,
28

development, construction, and operation of a restaurant inside the Planet Hollywood hotel in Las Vegas, Nevada, known as “BURGR Gordon Ramsay” (hereinafter, the “Restaurant”).

20. PHW Las Vegas, LLC later assigned the Development Agreement to Planet Hollywood.

21. The Development Agreement obligated Planet Hollywood to pay a license fee (the “License Fee”) to GRB. It did not give Mr. Ramsay or an affiliate any right to receive any portion of the License Fee.

22. In 2016, I received, through counsel, a letter indicating Mr. Ramsay and Planet Hollywood had reached an agreement amongst themselves for Planet Hollywood to pay a portion of the License Fee to Mr. Ramsay or an affiliate.

23. The following chart identifies the payments GRB received under the Development Agreement:

Date	Amount
10/19/2016	\$115,789.44
7/15/2016	\$127,618.99
4/18/2016	\$124,615.99
1/15/2016	\$271,487.60
10/14/2015	\$283,560.76
7/15/2015	\$275,970.89
4/15/2015	\$255,832.40
1/13/2015	\$249,799.80
10/14/2014	\$214,587.90
7/16/2014	\$222,718.66
4/15/2014	\$213,142.54
1/16/2014	\$145,125.04
10/10/2013	\$292,231.58
7/12/2013	\$203,427.54
4/15/2013	\$118,688.59
1/18/2013	\$10,367.27

24. As evident from the above chart, around the time Mr. Ramsay and Planet Hollywood entered the aforementioned agreement, the amounts of the payments to GRB drastically decreased. It is believed those decreases were due to payments of the License Fee by Planet Hollywood to Mr. Ramsay or an affiliate.

25. In the Complaint, GRB seeks, in part, to recover those monies.

5. *Because of His Close Personal and Professional Relationship with Mr. Ramsay and the Financial Rewards He Has Earned from His Business Ventures with Mr. Ramsay, Mr. Gillies Would Have a Conflict of Interest if He Were Asked to Authorize GRB to File the Complaint.*

26. Based upon my personal knowledge, as well as information and belief and publically available sources, Mr. Gillies has a close and long-standing personal and professional relationship with Mr. Ramsay. This relationship is reflected by the following publically available sources:

a. In April 2014, it was reported Mr. Gillies first met Mr. Ramsay when they were young chefs in London and that Mr. Gillies joined Mr. Ramsay in 2002 to open Angela Hartnett's restaurant at the Connaught.¹ It also was reported that ten years after joining the entity that currently is the Gordon Ramsay Group ("GRG"), Mr. Gillies became its managing director.²

b. An October 2010 interview of Mr. Gillies referred to him as Mr. Ramsay's "right hand man."³ Mr. Gillies said during the interview, "As a boss [Mr. Ramsay is] more generous than you'd ever believe – trying to keep people happy and share the wealth of the company's success."⁴

c. In May 2015, it was reported Mr. Ramsay paid Mr. Gillies shares worth over two million pounds.⁵

d. In March 2016, it was reported Mr. Gillies had been promoted to CEO of GRG.⁶

¹ See <https://www.thecaterer.com/articles/352087/profile-stuart-gillies-managing-director-gordon-ramsay-group> (last accessed on Nov. 16, 2016).

² *Id.*
³ See <http://www.hot-dinners.com/Gastroblog/Interviews/gordons-right-hand-man-hot-dinners-talks-to-stuart-gillies-about-the-savoy-grill-and-bread-street-kitchen> (last accessed on Nov. 16, 2016).

⁴ *Id.*
⁵ See <http://www.telegraph.co.uk/finance/newsbysector/retailandconsumer/11610051/Gordon-Ramsay-pays-restaurant-boss-2.7m-bonus.html> (last accessed on Nov. 16, 2016); see also <http://www.londonlovesbusiness.com/business-news/gordon-ramsay-just-handed-out-a-27m-bonus-to-the-boss-of-his-restaurants/10311.article> (last accessed on Nov. 16, 2016).

⁶ See, e.g., <https://www.thecaterer.com/articles/366132/flurry-of-senior-appointments-at-gordon-ramsay-group-as-stuart-gillies-promoted> (last accessed on Nov. 16, 2016); see also <http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments> (last accessed on Nov. 16, 2016).

1 Commenting on the promotion, Mr. Ramsay said Mr. Gillies had been “a driving force in [GRG’s]
2 international growth”⁷

3 e. In May 2016, Mr. Gillies said GRG was planning to open new restaurants in England
4 outside of London.⁸

5 27. Due to Mr. Gillies’ close and long-standing personal and professional relationship with Mr.
6 Ramsay, he would have a conflict of interest if he were asked to authorize GRB to file the Complaint seeking,
7 in part, to recover monies that were improperly paid to Mr. Ramsay or an affiliate. Mr. Gillies likely would
8 put his friendship and loyalty with Mr. Ramsay, as well as is personal interest in continuing to earn significant
9 monies through business ventures with Mr. Ramsay, above his duties and loyalty to GRB.

10 28. Moreover, based upon information and belief, Mr. Gillies is aware of and explicitly or tacitly
11 approved Planet Hollywood’s improper payments to Mr. Ramsay or an affiliate:

12 a. As a manager of GRB, Mr. Gillies knew or should have known that the payments
13 Planet Hollywood made to GRB during or around April and July 2016 were roughly half the amount of the
14 payments it made in 2014, 2015, and early 2016. As a manager of GRB, he should have inquired into why
15 the amount of those payments drastically decreased and taken appropriate action, but he failed to do so,
16 presumably to protect Mr. Ramsay; *and*

17 b. As the CEO of GRG and a close and long-time confidant of Mr. Ramsay, Mr. Gillies
18 likely knows that Mr. Ramsay or an affiliate received monies from Planet Hollywood owed to GRB.
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25 ⁷ See [http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-](http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments)
26 [appointments](http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments) (last accessed on Nov. 16, 2016).

27 ⁸ See [https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-](https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-outside-london)
28 [outside-london](https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-outside-london) (last accessed on Nov. 16, 2016).

1 On the 28 day of February, 2017, it is declared under penalty of perjury under the
2 law of the State of Nevada and the United States that the foregoing is true and correct to the best of my
3 knowledge, information, and belief.

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6 ROWEN SEIBEL
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Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.:

Dept. No.:

**INITIAL APPEARANCE FEE
DISCLOSURE**

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///

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1 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
2 parties appearing in the above entitled action as indicated below:

3 ROWEN SEIBEL \$1530.00

4 **Total** **\$1530.00**

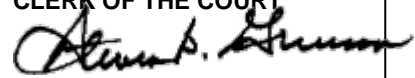
5 DATED February 28, 2017.

6 CARBAJAL & MCNUTT, LLP

7
8 /s/ Dan McNutt

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TAB 2



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DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: 15

**FIRST AMENDED VERIFIED
COMPLAINT**

*Request for Assignment to Business Court Due
to Claims Involving Business Torts under EDCR
1.61(a)(2)(ii), Claims Involving an Interest in a
Business under EDCR 1.61(A)(2)(iii), and
Claims Involving Business Franchise
Transactions or Relationships under EDCR
1.61(a)(2)(iv)*

*Exempt from Arbitration Under NEV. REV.
STAT. § 38.255 and NAR 3(a) Due to Requests
for Equitable and Declaratory Relief and
Amount in Controversy*

*Exempt from Petition for Exemption from
Arbitration Requirements Under NAR 5(a) Due
to Requests for Equitable and Declaratory
Relief*

Plaintiff Rowen Seibel ("Seibel"), a member and manager of GR Burgr LLC ("GRB")
appearing derivatively on its behalf, hereby complains as follows:

I. PARTIES AND JURISDICTION.

1. Defendant PHWLTV, LLC ("PH") is a Nevada limited liability company. Its principal
place of business is in Clark County, Nevada. PH is owned, directly or indirectly, by Caesars
Entertainment Corporation ("Caesars").

2. Defendant Gordon Ramsay ("Ramsay") is an individual greater than eighteen years of

1 age and a citizen of the United Kingdom.

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

5 4. The identities of defendants DOES I through X and ROE CORPORATIONS I through
6 X are unknown at this time and may be person or entities who are responsible in some manner for
7 the losses, injuries, and damages herein alleged. The roles of these defendants may include, but is
8 not limited to, (1) owning or operating the restaurant(s) at issue; (2) directly or indirectly assisting
9 Defendants in breaching their contractual or common law duties; (3) directly or indirectly infringing
10 upon, misappropriating, or misusing GRB's intellectual property; (4) directly or indirectly assisting
11 Defendants with infringing upon, misappropriating, or misusing GRB's intellectual property; (5)
12 being employees, agents, servants, or joint ventures of the defendants named herein who are
13 responsible in some manner for the losses, injuries, and damages alleged herein; (6) being managers
14 with some control over and responsibility for the defendants named herein; (7) being business
15 entities controlled by or associated with the defendants named herein, including but not limited to
16 parent corporations, wholly owned subsidiaries, or alter egos; or (8) being employers, agents,
17 principals, masters, or joint ventures of the defendants named herein who are responsible in some
18 manner for the losses, injuries, and damages alleged herein.

19 5. To the extent two or more allegations, causes of action, or forms of relief or damages
20 alleged or requested herein are inconsistent or incompatible, each such allegation or cause of action is
21 pled in the alternative, and each such form of damages or relief is requested in the alternative.

22 6. To the extent the Court were to determine a cause of action alleged herein is a form of
23 relief and not an independent cause of action, Plaintiff respectfully requests that each such cause of
24 action be construed in the alternative as a request for relief.

25 7. To the extent the Court were to determine a form of relief requested herein should
26 have been pled as an independent cause of action, Plaintiff respectfully requests that each such form
27 of relief be construed in the alternative as an independent cause of action.
28

1 8. For each paragraph, allegation, and claim herein, Plaintiff repeats, re-alleges, and
2 expressly incorporates each and every preceding paragraph, allegation, and claim.

3 **II. DERIVATIVE ALLEGATIONS.**

4 9. GRB is a Delaware limited liability company. Its equal members are Seibel, a citizen
5 of New York, and GR US Licensing LP (“GRUS”), a Delaware limited partnership. GRUS’s
6 general partner is Kavalake Limited (“Kavalake”), and Kavalake’s director is Ramsay. GRB’s equal
7 managers are Seibel and Mr. Gillies. Seibel appointed himself as a manager of GRB, and GRUS
8 appointed Mr. Gillies.

9 10. As an active member and manager of GRB who has been a member and manager of
10 GRB at all relevant times, Seibel is pursuing this lawsuit derivatively on behalf of GRB.

11 11. GRB is a Delaware limited liability company, and its limited liability company
12 agreement (“GRB Operating Agreement”) is governed by Delaware law.

13 12. 6 DEL.C. § 18-1001 provides, “A member or an assignee of a limited liability
14 company interest may bring an action in the Court of Chancery in the right of a limited liability
15 company to recover a judgment in its favor if managers or members with authority to do so have
16 refused to bring the action or if an effort to cause those managers or members to bring the action is
17 not likely to succeed.”

18 13. 6 DEL.C. § 18-1002 also provides, “In a derivative action, the plaintiff must be a
19 member or an assignee of a limited liability company interest at the time of bringing the action and:
20 (1) [a]t the time of the transaction of which the plaintiff complains; or (2) [t]he plaintiff’s status as a
21 member or an assignee of a limited liability company interest had devolved upon the plaintiff by
22 operation of law or pursuant to the terms of a limited liability company agreement from a person
23 who was a member or an assignee of a limited liability company interest at the time of the
24 transaction.”

25 14. Paragraph 8.1 of GRB’s operating agreement states, “The Managers shall have the full
26 and exclusive right, power and authority to manage all of the business and affairs of the Company
27 with all the rights and powers generally conferred by law, or necessary, advisable or consistent
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1 therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all
2 Managers. Once a decision has been reached by the Managers in accordance with this Section, any
3 Manager is authorized to carry out the decision and execute any and all documents on behalf of the
4 Company necessary or appropriate in connection therewith.”

5 15. NEV. R. CIV. P. 23.1 states, “In a derivative action brought by one or more
6 shareholders or members to enforce a right of a corporation or of an unincorporated association, the
7 corporation or association having failed to enforce a right which may properly be asserted by it, the
8 complaint shall be verified and shall allege that the plaintiff was a shareholder or member at the time
9 of the transaction of which the plaintiff complains or that the plaintiff’s share or membership
10 thereafter devolved on the plaintiff by operation of law. The complaint shall also allege with
11 particularity the efforts, if any, made by the plaintiff to obtain the action the plaintiff desires from the
12 directors or comparable authority and, if necessary, from the shareholders or members, and the
13 reasons for the plaintiff’s failure to obtain the action or for not making the effort. The derivative
14 action may not be maintained if it appears that the plaintiff does not fairly and adequately represent
15 the interests of the shareholders or members similarly situated in enforcing the right of the
16 corporation or association. The action shall not be dismissed or compromised without the approval
17 of the court, and notice of the proposed dismissal or compromise shall be given to shareholders or
18 members in such manner as the court directs.” Pursuant to this rule, a verification declaration by
19 Seibel is attached hereto as Exhibit 1. The contents of the Seibel declaration are expressly
20 incorporated into this Complaint as if fully set forth herein.
21

22 16. As established by Seibel’s declaration, demanding that Mr. Gillies authorize GRB to
23 file this lawsuit would be futile because (i) Mr. Gillies seeks to dissolve GRB and has caused a
24 judicial dissolution proceeding to be filed in Delaware; (ii) upon information and belief, Mr. Gillies is
25 aware, approves of and benefits from the suspected misappropriation by Ramsay or an affiliated
26 entity of monies belonging to GRB; and (iii) Mr. Gillies’ close relationship with and loyalty to
27 Ramsay creates a conflict of interest because this lawsuit seeks, in part, to recover those monies owed
28 to GRB that were wrongfully paid to Ramsay or an affiliated entity.

1 **III. THE BURGR RESTAURANT AT PLANET HOLLYWOOD.**

2 **A. The Intellectual Property.**

3 17. GRB owns the trademark “BURGR” and licenses the trademark “BURGR Gordon
4 Ramsay” from GRUS. GRB also owns rights relating to the burger-centric/burger-themed restaurant
5 system and concept utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and
6 menus relating to the concept.

7 18. Although the GRB Operating Agreement recognizes that GRB owns the BURGR
8 marks, Ramsay wrongfully registered that mark in the name of his personal entity, Gordon Ramsay
9 Holdings LLC. Only after Seibel discovered that Ramsay had misappropriated the mark and
10 complained to Ramsay was the mark assigned to GRB in November 2014.

11 **B. The Parties Enter the Development Agreement and Open the Restaurant.**

12 19. In December 2012, Ramsay, GRB, and PHW Las Vegas, LLC (“PHW Las Vegas”)
13 entered a Development, Operation and License Agreement (the “Development Agreement”)
14 concerning the design, development, construction, and operation of a restaurant known as “BURGR
15 Gordon Ramsay” (hereinafter, the “Restaurant”) inside the Planet Hollywood hotel in Las Vegas,
16 Nevada.

17 20. Sometime around 2013, PHW Las Vegas assigned the Development Agreement to PH.

18 21. PH, through the Development Agreement, licensed from GRB the rights to use the
19 “GRB Marks,” as that phrase is defined in the Development Agreement (including the BURGR
20 Gordon Ramsay marks) and the “General GR Materials,” as that phrase is defined in the
21 Development Agreement, including the proprietary concepts, systems, menus, and recipes designed
22 for use in connection with the Restaurant. Hereinafter, the “Intellectual Property” refers collectively
23 to **(i)** the GRB Marks; **(ii)** the BURGR Gordon Ramsay marks; **(iii)** the General GR Materials; **(iv)**
24 the proprietary concepts, systems, menus, and recipes designed for use in connection with the
25 Restaurant; **(v)** the rights relating to the burger-centric/burger-themed restaurant system and concept
26 utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and menus relating to
27 the concept; and **(vi)** all other rights, tradenames, trademarks, trade secrets, and intellectual property
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1 licensed, sublicensed, leased, or loaned in the Development Agreement.

2 22. In exchange for a license fee (hereinafter, the “License Fee”) it was required to pay
3 GRB, PH had the right to use the Intellectual Property in conjunction with the operation and
4 advertising of the Restaurant and the sale of certain products at the Restaurant.

5 23. The License Fee owed to GRB is defined as “(a) four percent (4%) of Gross
6 Restaurant Sales up to ten million dollars (\$10,000,000); plus (b) six percent (6%) of Gross
7 Restaurant Sales greater than ten million dollars (\$10,000,000) up to twelve million dollars
8 (\$12,000,000); plus (c) eight percent (8%) of Gross Restaurant Sales greater than twelve million
9 dollars (\$12,000,000); plus (d) ten percent (10%) of all Gross Retail Sales.” Said amount is to be
10 paid prior to any capital repayment that may be owed.

11 24. After the repayment of PH’s initial capital investment, the License Fee required to be
12 paid by PH to GRB is increased to “(a) six percent (6%) of Gross Restaurant Sales up to twelve
13 million dollars (\$12,000,000); plus (b) eight percent (8%) of Gross Restaurant Sales greater than
14 twelve million dollars (\$12,000,000); plus (c) ten percent (10%) of all Gross Retail Sales.”

15 25. The Development Agreement obligated PH to pay the License Fee to GRB. It did not
16 give Ramsay or an affiliate any right to receive any independent portion of the License Fee.

17 26. For years, PH paid approximately one million dollars per year in License Fee to GRB
18 pursuant to the Development Agreement.

19 **C. PH and Ramsay Conspire to Oust Seibel and GRB from the Restaurant.**

20 27. PH, together with Ramsay, began efforts in 2016 to force Seibel out of the Restaurant
21 and misappropriate the Restaurant for themselves without paying any consideration to Seibel. These
22 efforts were part of a broader scheme by Caesars, its affiliates and Ramsay to force Seibel out of a
23 number of restaurants and misappropriate the revenues and profits from these restaurants for
24 themselves without paying any consideration to Seibel so that they did not have to share such
25 revenues and profits from of these very successful restaurants with Seibel.

26 28. In January 2015, Caesars Entertainment Operating Company, Inc. (“CEOC”) filed
27 for bankruptcy protection under Chapter 11 in United States Bankruptcy Court, Northern District of
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1 Illinois, Eastern Division, together with a number of its subsidiaries and affiliates. PH was not part
2 of the bankruptcy proceeding. Thereafter, in or around June 2015, Caesars, CEOC, and their
3 affiliated companies, together with Ramsay, began to make concerted efforts to force Seibel and his
4 affiliates out of restaurant ventures they had together without paying any consideration to Seibel,
5 notwithstanding the fact that in some cases Seibel and/or his affiliated entities had invested 50% of
6 the capital required to develop and open the restaurant and the parties had contractually agreed that
7 restaurants of such type could not be operated without Seibel's affiliated entity that was the
8 contracting party.

9
10 29. For example, in June 2015, CEOC and/or its affiliate Desert Palace, Inc. ("DPI")
11 moved to reject, in the Chapter 11 proceedings, the Development and Operation Agreement between
12 LLTQ Enterprises, LLC ("LLTQ") a former affiliate of Seibel, and DPI relating to the development
13 and operation of the Gordon Ramsay Pub and Grill at Caesars Palace in Las Vegas for which LLTQ
14 had invested 50% of the capital required to open the restaurant. When LLTQ challenged the
15 rejection on the basis, among many other reasons, that the agreement between DPI and LLTQ was
16 integrated with the agreement between DPI and Ramsay (and its affiliate) and that DPI could not
17 reject one without the other or keep the restaurant open without LLTQ, DPI sought to reject the
18 corresponding Ramsay agreement and simultaneously obtain court approval for a brand new Ramsay
19 agreement, to the exclusion of LLTQ, that was less beneficial to DPI and its bankruptcy estate than
20 the prior Ramsay agreement. Notwithstanding LLTQ's significant investment, the foregoing acts
21 would rob LLTQ of 50% of the profits from such restaurants to which it was contractually entitled
22 and provide DPI and Ramsay with approximately \$2 million per annum that would otherwise be due
23 to LLTQ.

24 30. CEOC and its affiliate Boardwalk Regency Corporation engaged in a similar scheme
25 to take away the revenue stream of FERG, LLC (a former Seibel affiliate) with regard to FERG's
26 interest in the Gordon Ramsay Pub and Grill at Caesars Atlantic City.

27 31. PH and Ramsay are engaged in a similar scheme regarding the Restaurant.

28 32. In late 2015 and early 2016, PH and Ramsay began discussing a scheme by which

1 they would open new burger-centric/burger-themed restaurants together without Seibel's
2 participation contrary to the Development Agreement. When Seibel voiced his objection to this
3 scheme, PH and Ramsay began a scheme to force Seibel out of the Restaurant without paying Seibel
4 any consideration.

5 33. On April 7, 2016, Ramsay informed Seibel that he had unilaterally instructed PH to
6 pay Ramsay's entity, and not GRB, 50% of monies due GRB under the Development Agreement. In
7 contravention of the Development Agreement, PH agreed.

8 34. As a result, beginning in April 2016 PH paid 50% of monies due to GRB directly to
9 Ramsay. This arrangement, in violation of the Development Agreement (and the GRB Operating
10 Agreement), was intended as the first step in the joint effort by PH and Ramsay to wrest the
11 Restaurant from Seibel so that they did not have to share the revenues with him.

12 35. Around April 11, 2016, Seibel attempted to transfer his interest in GRB to The Seibel
13 Family 2016 Trust, but GRUS rejected that attempted transfer without basis. On information and
14 belief, PH was aware of Ramsay's baseless rejection of Seibel's transfer and conspired with Ramsay
15 to cause the rejection.

16 36. That baseless rejection of Seibel's transfer provided PH with a sham excuse to further
17 its efforts to force Seibel out of the Restaurant without paying any consideration when on August 19,
18 2016, judgment was entered on Seibel's guilty plea in the Southern District of New York to one
19 count of obstructing or impeding the due administration of the internal revenue laws under 26 U.S.C.
20 § 7212(a).

21 37. Neither Ramsay nor PH was aware in April 2016 of the tax investigation that resulted
22 in the judgment against Seibel's plea when they conspired to reject Seibel's proposed transfer. PH
23 and Ramsay conspired to reject the proposed transfer by Seibel in furtherance of their scheme to
24 exclude Seibel (or his transferee) from the financial benefits of the Restaurant.

25 38. Then, on or around September 21, 2016, a letter was sent by PHW Las Vegas dba
26 PHWM, defined in the letter as "Caesars," to GRB (hereinafter, the "Termination Letter") allegedly
27 terminating the Development Agreement under Section 4.2.5 for purported suitability reasons related
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1 to Seibel. This termination was not valid because, among other reasons, it was not issued by PH.

2 39. The purported basis for this termination was illusory and in bad faith, as PH and
3 Ramsay had been planning since April 2016, at the latest, to force Seibel from his beneficial interest
4 in the Development Agreement and out of the Restaurant for no consideration.

5 40. The purported basis for this termination was illusory and in bad faith as PH did not in
6 good faith anticipate that it or its affiliates would be subject to disciplinary actions relating to its
7 gaming or alcohol licenses as a result of the judgment against Seibel.

8 41. Neither Seibel nor GRB has been found to be an “unsuitable person” by the Nevada
9 Gaming Control Board.

10 42. PH has never been sanctioned, fined, reprimanded by the Nevada Gaming Control
11 Board, or any other Nevada Gaming Authority, as a result of Seibel’s association with GRB.

12 43. PH has not sustained any monetary damages whatsoever as a result of Seibel’s
13 association with GRB.

14 44. The purported basis for this termination was illusory and in bad faith, as PH and
15 Ramsay schemed together to reject Seibel’s proposed transfer of his interest in GRB, which such
16 transfer would have cured any legitimate suitability concerns of PH.

17 45. Seibel remains ready, able, and willing to disassociate himself from GRB. In fact,
18 Seibel attempted to transfer his interests, but such transfer was unreasonably blocked by GRUS and
19 PH in furtherance of their scheme to force Seibel out of a number of restaurants and misappropriate
20 the revenues and profits from these restaurants for themselves so that they did not have to share such
21 revenues and profits from of these very successful restaurants with Seibel.

22 46. Prior to PH’s purported termination, Seibel requested that PH inform Seibel as to the
23 objections it had to the proposed transfer, but PH ignored Seibel’s request so that it alone, or with
24 Ramsay, could take Seibel’s share of the License Fee otherwise required to be paid to GRB.

25 47. Prior to PH’s purported termination, Seibel requested that PH work with Seibel to
26 arrive at an assignee that could be mutually agreeable to Seibel and PH but PH ignored Seibel’s
27 request so that PH alone, or with Ramsay, could take Seibel’s share of the License Fee otherwise
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1 required to be paid to GRB.

2 48. Removing Seibel from GRB dispositively cures any alleged problem identified by PH
3 as being the purported reason for terminating the Development Agreement.

4 49. However, PH and Gordon Ramsay have colluded to prevent Seibel from transferring
5 his interest in GRB thus evidencing both the fact that removing Seibel effectively cures any allegation
6 that Seibel is unsuitable and that the real reason to terminate the Development Agreement is
7 predicated upon PH's desire to retain Seibel's portion of the monies owed to GRB for itself.

8 50. The purported basis for this termination was illusory and in bad faith, since while
9 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
10 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
11 person, Caesars and other affiliates of PH were engaged in relationships and were parties to contracts
12 with notorious criminals with long histories of arrests and convictions, including some for violent
13 crimes, the most recent of which appears to be the Rapper T.I. whose name is promoted all over Las
14 Vegas as a method to attract people to the club within a Caesars property where he is performing
15 with the obvious hope of the same also resulting in additional casino activity.

16 51. The purported basis for this termination was illusory and in bad faith, since while
17 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
18 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
19 person, Caesars and other affiliates of PH had a long history of contracting with and promoting
20 professional boxers and boxing promoters who had extensive arrest and criminal conviction records
21 to financially gain not just from the boxing matches but also from the additional activity such
22 matches would attract to their casinos.

23 52. The purported basis for this termination was illusory and in bad faith, since while
24 PHW Las Vegas was providing notice of termination because Seibel, a behind the scenes 50%
25 member in a company that licensed certain rights to PH, allegedly became an unsuitable person,
26 Caesars and other affiliates of PH had a long history of continuing to do business with persons under
27 similar circumstances. Caesars and PH have in the past contracted with, or remained in contract
28 with parties to operate restaurants or clubs in spite of indictments and/or felony convictions of such

1 parties without any disciplinary action to Caesars or PH.

2 53. The purported termination is invalid and is a sham for the additional reason that PH
3 did not cease operations of the Restaurant after the purported termination.

4 54. Section 4.3.2(a) states that upon termination of the Development Agreement, PH
5 “shall cease operation of the Restaurant and its use of” the Intellectual Property. It also states that PH
6 may continue to operate the Restaurant after termination for up to 120 days, but as long as the
7 Restaurant is in operation, PH must continue to pay the License Fee to GRB.

8 55. Further, Section 4.3.2(e) expressly states that upon the termination of the Development
9 Agreement, PH “shall not use the Restaurant’s food and beverage menus or recipes developed by
10 GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR Materials.”

11 56. However, to this day, despite its purported “termination,” the Restaurant remains open
12 for business and is generating millions of dollars in profits annually yet PH is not paying the License
13 Fee earned and due to GRB.

14 57. In fact, subsequent to the purported termination, PH continued to use the Intellectual
15 Property, GRB Marks, and General GR Materials in operating the Restaurant. But then, on
16 information and belief, instead of paying the monies due directly to GRB, PH and Ramsay colluded
17 and diverted payment of the License Fee away from GRB and made some portion of that payment
18 directly to Ramsay and/or GRUS or another affiliated entity in furtherance of their scheme to deprive
19 Seibel of his rights and revenue.

20 58. Furthermore, even Caesars’ Charter documents require or permit Caesars to pay
21 monies to certain shareholders found to be unsuitable persons by purchasing their shares at fair
22 market value.

23 59. Through its patent breach, PH has enriched itself by retaining Seibel’s share of the
24 monies due and owed to GRB as a result of the continued operation of the Restaurant.

25 **D. The Rebranded Restaurant.**

26 60. After wrongfully terminating the Development Agreement, PH and Ramsay have
27 continued to utilize the Intellectual Property and operate the Restaurant. However, PH and Ramsay
28 claim that the Restaurant is a “new” restaurant because they changed the name of the Restaurant

1 (hereinafter, the renamed Restaurant is the “Rebranded Restaurant”). Although the Rebranded
2 Restaurant is now called “Gordon Ramsay Burger” as opposed to “BURGR Gordon Ramsay” it is,
3 in fact, the exact same burger themed/burger centric restaurant and continues to utilize the
4 Intellectual Property.

5 61. Specifically, by way of example, the following methods, concepts and items that are
6 some of the foundational elements of operating the original restaurant, have remained exactly the
7 same for purposes of operating the Rebranded Restaurant: the casualized dining concept including
8 the open kitchen concept and design, cooking the burgers on hardwood, use of the original firewall
9 design, the uniform concept, the layout of the kitchen, the booth and table placement within the
10 restaurant, the metallic fry cones, the cocktail menu, the shake menu, the ordering system, the
11 recipes, including but not limited to the almost complete duplication of the top selling menu items
12 such as the Hells Kitchen Burger, the Hog Burger, Parmesan Truffel Fries, Beer Battered Onion
13 Rigns, Hellfire Chicken Wings, the Dawg hot dog.

14 62. Any changes made to the Rebranded Restaurant are superficial at best and reflect the
15 continued use of the Intellectual Property.

16 63. Around October 2016 and thereafter, Ramsay or an affiliate had several applications
17 submitted to the USPTO to trademark “Gordon Ramsay Burger.” Ramsay or an affiliate submitted
18 these applications to use the trademark “Gordon Ramsay Burger” at the Rebranded Restaurant, where
19 it is currently being used. Ramsay’s trademark applications violate GRB’s trademark rights and
20 rights under the license agreement with Ramsay.

21 64. PH and Ramsay’s conduct related to the Rebranded Restaurant violates the
22 Development Agreement and the implied covenant of good faith and fair dealing for reasons that
23 include, but are not limited to, the following:

24 a) Section 4.3.2(a) of the Development Agreement obligates PH to wind up its
25 operation of the Restaurant within 120 days of termination of the Development Agreement. The
26 Development Agreement does not contain any provisions by which this 120 day period can be
27 extended. Based upon information and belief, around January 2017, PH, GRUS, and Ramsay
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1 improperly agreed without the knowledge or consent of Seibel or GRB to extend this 120 day period.
2 Based further upon information and belief, the sole reason for this improper extension was to afford
3 additional time for Ramsay or an affiliate to resolve the trademark issues before the USPTO, so as to
4 allow the Restaurant to begin operating immediately as the Rebranded Restaurant without the
5 Restaurant ever being closed for any period of time.

6 b) In breach of the Development Agreement, PH and Ramsay are using the
7 Intellectual Property for the Rebranded Restaurant.

8 c) Upon information and belief, Ramsay and PH intend to open additional burger
9 themed or burger centric restaurants utilizing the Intellectual Property in breach of the Development
10 Agreement;

11 d) Section 14.21 of the Development Agreement obligates PH to enter a similar,
12 separate written agreement with GRB concerning the Rebranded Restaurant. PH and Ramsay have
13 breached § 14.21 of the Development Agreement by failing to enter a similar, separate written
14 agreement with GRB or an affiliate concerning the Rebranded Restaurant.

15 65. As a direct and proximate result of all of the conduct and events alleged in this
16 Complaint, Plaintiff has suffered over \$15,000.00 in actual damages, and such losses shall continue to
17 accrue pending judgment of this matter. But for the above-referenced events, Plaintiff would not have
18 suffered these injuries, losses, and damages.

19 66. Plaintiff also is seeking an award of its fees and costs under the fee-award provisions
20 in the Development Agreement. Section 14.13 states, “The prevailing party in any dispute that arises
21 out of or relates to the making or enforcement of the terms of this Agreement shall be entitled to
22 receive an aware of its expenses incurred in pursuit or defense of said claim, including, without
23 limitation, attorneys’ fees and costs, incurred in such action.”

24 67. GRB also requests an accounting under Section 8.4 of the Development Agreement
25 and the laws of equity. Without an accounting, GRB may not have adequate remedies at law because
26 the exact amount of monies owed to it could be unknown. The accounts between the parties are of
27 such a complicated nature that an accounting is necessary and warranted. Furthermore, GRB has
28

1 entrusted and relied upon PH to maintain accurate and complete records and to compute the amount
2 of monies due under the Development Agreement.

3 68. Delaware law further provides that “[i]f a derivative action is successful, in whole or
4 in part, as a result of a judgment, compromise or settlement of any such action, the court may award
5 the plaintiff reasonable expenses, including reasonable attorney’s fees, from any recovery in any such
6 action or from a limited liability company.” 6 DEL.C. § 18-1004. Seibel requests an award of his
7 fees and costs pursuant to this statute.

8
9 **FIRST CAUSE OF ACTION**
10 **Breaches of Contract**
11 **(Against All Defendants)**

12 69. The Development Agreement is a valid and enforceable contract between GRB, PH,
13 and Ramsay.

14 70. PH breached the Development Agreement by engaging in conduct that includes, but is
15 not limited to, the following:

16 a) Operating the Restaurant and the Rebranded Restaurant with Ramsay
17 following the alleged termination of the Development Agreement;

18 b) Continuing to operate the Restaurant following the alleged termination of the
19 Development Agreement;

20 c) Continuing to use the Intellectual Property following the alleged termination of
21 the Development Agreement without paying the License Fee to GRB;

22 d) Failing and refusing to pay the License Fee and other monies to GRB for the
23 period of time it has operated the Restaurant and used the Intellectual Property;

24 e) Paying all or a portion of the License Fee to Ramsay or his affiliated entity;

25 f) Allegedly extending the 120 day post-termination period to wind up the
26 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
27 Agreement; *and*

28 g) Opening and operating the Rebranded Restaurant, which is unquestionably a
“burger centric or burger themed” restaurant within the meaning of Section 14.21 of the Development

1 Agreement, with Ramsay or an affiliate, using the Intellectual Property for the Rebranded Restaurant,
2 and failing to enter a separate written agreement with GRB or an affiliate concerning the Rebranded
3 Restaurant and failing to pay the license fee for use of the Intellectual Property which is being utilized
4 to operate the Rebranded Restaurant.

5 71. Ramsay breached the Development Agreement by engaging in conduct that includes,
6 but is not limited to, the following:

7 a) Receiving, directly or indirectly, monies intended for and owed to GRB under
8 the Development Agreement;

9 b) Attempting to continue to do business with PH and operate the Restaurant with
10 PH in direct violation of the Development Agreement;

11 c) Continuing to use the Intellectual Property following the alleged termination of
12 the Development Agreement;

13 d) Continuing to use the Intellectual Property following the alleged termination of
14 the Development Agreement;

15 e) Allegedly extending the 120 day post-termination period to wind up the
16 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
17 Agreement; *and*

18 f) Opening and operating the Rebranded Restaurant with PH or an affiliate, using
19 the Intellectual Property for the Rebranded Restaurant, and failing to enter a separate written
20 agreement with GRB or an affiliate concerning the Rebranded Restaurant.

21
22 72. As a direct and proximate result of the above-referenced events, GRB has suffered
23 injuries, losses, and damages exceeding \$15,000.00. But for the above-referenced events, GRB
24 would not have suffered these injuries, losses, and damages.

25 73. GRB also is seeking an award of its fees and costs under the fee-award provision in
26 the Development Agreement.
27
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SECOND CAUSE OF ACTION
Contractual Breaches of the Implied Covenant of Good Faith and Fair Dealing
(Against All Defendants)

74. In Nevada, every contract imposes upon the parties an implied covenant of good faith and fair dealing. A party breaches the implied covenant by (1) performing a contract in a manner unfaithful to its purpose and that frustrates or denies the justified expectations of the other party; (2) interfering with or failing to cooperate with an opposing party with the performance of a contract; (3) acting arbitrarily, capriciously, or in bad faith; (4) failing to exercise and perform discretionary powers under a contract in good faith; (5) unduly delaying performance or payment under a contract; or (6) literally complying with the terms of a contract and therefore not technically breaching the contract but nevertheless violating the intent and spirit of the contract.

75. The Development Agreement constitutes a binding and enforceable contract that imposes an implied covenant of good faith and fair dealing upon PH and Ramsay.

76. In the event the Court were to conclude PH literally complied with any of the terms of the Development Agreement, PH breached the implied covenant by engaging in arbitrary, capricious, and bad faith conduct that includes, but is not limited to, the following:

a) Pursuing an arbitrary, capricious, and bad faith scheme with Ramsay to oust Seibel and GRB from the Restaurant to increase PH's profits;

b) Attempting to interfere with Seibel's relationship with the Restaurant by diverting funds away from GRB to Ramsay or an affiliate;

c) Conspiring with Ramsay to reject Seibel's attempted transfer of his interest in the Development Agreement;

d) Purporting to terminate the Development Agreement on the wholly illusory unsuitability grounds;

e) Continuing to do business with Ramsay in conjunction with the Development Agreement following the alleged termination of the Development Agreement;

f) Continuing to operate the Restaurant following the alleged termination of the Development Agreement;

1 g) Continuing to use the Intellectual Property following the alleged termination of
2 the Development Agreement;

3 h) Failing and refusing to pay the License Fee and other monies to GRB for the
4 period of time it has operated the Restaurant and used the Intellectual Property;

5 i) Paying all or a portion of the License Fee to Ramsay or an affiliated entity;

6 j) Failing and refusing to provide GRB with a reasonable and good faith
7 opportunity to cure its purported association or affiliation with any unsuitable persons, as
8 contemplated in Section 11.2 of the Development Agreement;

9 k) Purporting to terminate the Development Agreement on suitability grounds
10 through PHW Las Vegas and PHWM, which has no power or right to terminate the agreement on
11 suitability grounds;

12 l) Selectively, arbitrarily, and capriciously choosing to do business or enter
13 financial transactions, directly or indirectly, with persons who have criminal records (including but
14 not limited to the rapper Clifford Joseph Harris Jr., better known as “T.I.”) or are dishonest, immoral,
15 infamous, of ill-repute, or potentially or actually unsuitable;

16 m) Allegedly extending the 120 day post-termination period under the
17 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
18 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
19 Development Agreement;

20 n) Opening and operating the Rebranded Restaurant with Ramsay or an affiliate,
21 using the Intellectual Property for the Rebranded Restaurant, and failing to enter a separate written
22 agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*

23 o) Claiming Nevada gaming law and authorities would prohibit PH from paying
24 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
25 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
26 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
27 or threatened to institute any action against PH or an affiliate; (iv) Caesars’ current certificate of
28

1 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
2 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
3 interest in GRB to The Seibel Family 2016 Trust or another person or entity.

4 77. In the event the Court were to conclude Ramsay literally complied with any of the
5 terms of the Development Agreement, Ramsay breached the implied covenant by engaging in
6 conduct that includes, but is not limited to, the following:

7 a) Pursuing an arbitrary, capricious, and bad faith scheme with PH to oust Seibel
8 and GRB from the Restaurant to increase the profits of himself or an affiliate;

9 b) Receiving, directly or indirectly, monies intended for and owed to GRB under
10 the Development Agreement;

11 c) Attempting to continue to do business with PH and operate the Restaurant with
12 PH in direct violation of the Development Agreement;

13 d) Continuing to use the Intellectual Property following the alleged termination of
14 the Development Agreement;

15 e) Enticing and encouraging PH to breach its contractual obligations to GRB;

16 f) Refusing to allow assignments related to GRB to damage and harm GRB's
17 contractual rights;

18 g) Wrongfully representing to PH that Seibel is an unsuitable person and that his
19 affiliation with GRB cannot be cured;

20 h) Allegedly extending the 120 day post-termination period under the
21 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
22 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
23 Development Agreement;

24 i) Opening and Operating the Rebranded Restaurant with PH or an affiliate, using
25 the Intellectual Property for the Rebranded Restaurant, and failing to enter a separate written
26 agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*

27 j) Claiming Nevada gaming law and authorities would prohibit PH from paying
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1 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
2 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
3 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
4 or threatened to institute any action against PH or an affiliate; (iv) Caesars' current certificate of
5 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
6 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
7 interest in GRB to The Seibel Family 2016 Trust or another person or entity.

8
9 78. As a direct and proximate result of the above-referenced events, GRB has suffered
10 injuries, losses, and damages exceeding \$15,000.00. But for the above-referenced events, GRB
11 would not have suffered these injuries, losses, and damages.

12 79. GRB also is seeking an award of its fees and costs under the fee-award provision in
13 the Development Agreement.

THIRD CAUSE OF ACTION
Unjust Enrichment
(Against All Defendants)

14
15 80. All preceding paragraphs are incorporated herein.

16 81. By licensing the Intellectual Property and the General GR Materials to PH and on
17 account of PH's failure to pay License Fees, GRB conferred benefits upon PH, and it accepted,
18 appreciated, and retained the benefits. Specifically, PH has unlawfully retained and used the
19 Intellectual Property for the Restaurant and the Rebranded Restaurant.

20
21 82. PH has failed to cease using the Intellectual Property and to pay to GRB the License
22 Fees and other monies owed to GRB for the period of time it has operated the Restaurant and used the
23 Intellectual Property.

24 83. In the event the Court were to conclude the Development Agreement is no longer valid
25 or enforceable, it would be unjust, unfair, and inequitable for PH and Ramsay to be permitted to
26 retain or use the Intellectual Property and monies owed to GRB for the period of time they have
27 operated the Restaurant and used the Intellectual Property. It would be further unjust, unfair, and
28 inequitable for PH and Ramsay to be permitted to use the Intellectual Property for the Rebranded

1 Restaurant without compensating GRB.

2 84. Ramsay, directly or indirectly, has wrongfully accepted and retained monies intended
3 for and owed to GRB under the Development Agreement. It would be unjust, unfair, and inequitable
4 for Ramsay or an affiliate to retain these monies.

5 85. As a direct and proximate result of the above-referenced events, GRB has suffered
6 injuries, losses, and damages exceeding \$15,000.00. But for the above-referenced events, GRB
7 would not have suffered these injuries, losses, and damages.

8
9 **FOURTH CAUSE OF ACTION**
10 **Civil Conspiracy**
11 **(Against All Defendants)**

12 86. Ramsay and PH acted in concert and had an explicit or tacit agreement between
13 themselves to breach the Development Agreement and oust GRB and Seibel from the Restaurant.

14 87. Ramsay and PH's conduct was designed and intended to disrupt GRB and Seibel's
15 contractual relationship with PH, inflict financial harm upon GRB and Seibel, and increase Ramsay
16 and PH's profits from the Restaurant. These objectives of the conspiracy were unlawful because they
17 violated GRB and Seibel's rights, entitlements, and justified expectations under the Development
18 Agreement.

19 88. To accomplish the objectives of the conspiracy, Ramsay, directly or indirectly, refused
20 to allow Seibel to transfer his interest in GRB to The Seibel Family 2016 Trust, resign as a manager
21 of GRB, and appoint Craig Green as a manager of GRB. While simultaneously blocking Seibel's
22 efforts to transfer his interest in GRB, resign as a manager, and appoint a replacement manager,
23 Ramsay and GRUS demanded that Seibel disassociate from GRB. This demand was a charade in
24 light of the fact Ramsay and GRUS blocked Seibel's very efforts to disassociate from GRB.

25 89. Furthermore, in a letter sent on or around September 15, 2016, Ramsay and GRUS
26 falsely told PHW Las Vegas that Seibel is an unsuitable person and his affiliation with GRB and the
27 Restaurant could not be cured. Specifically, Ramsay and GRUS claimed the transfer of Seibel's
28 interest in GRB to The Seibel Family 2016 Trust would "not definitively terminate any direct or
indirect involvement or influence in [GRB] by Mr. Seibel." Ramsay and GRUS further claimed the

1 assignment “provide[d] no method by which [PHW Las Vegas] or a gaming regulatory agency could
2 be confident that Mr. Seibel did not retain the ability, through a family member or a retained attorney,
3 to be involved with, or profit from, a continuing business relationship with [PHW Las Vegas] under
4 the [GRB] Agreement.” These assertions were false because Seibel neither would have had any
5 direct or indirect involvement or influence over The Seibel Family 2016 Trust nor would have retain
6 any ability, directly or indirectly, to be involved with or profit from a continuing business
7 relationship. These false statements were made in furtherance of Ramsay and PH’s conspiracy.

8 90. To accomplish the objectives of the conspiracy, PH refused and failed to investigate,
9 research, and consider in good faith whether Seibel would have an interest in or control over The
10 Seibel Family 2016 Trust and whether Seibel’s association with GRB and the Restaurant could be
11 cured. It further refused and failed to communicate with Seibel’s counsel concerning these matters.
12 This conduct was pursued in furtherance of Ramsay and PH’s conspiracy.

13 91. The objectives of the conspiracy were accomplished when, on or around September
14 21, 2016, the Development Agreement was terminated on the alleged grounds Seibel is an unsuitable
15 person and GRB purportedly failed to disassociate with Seibel.

16 92. As a direct and proximate result of the above-referenced events, GRB has suffered
17 injuries, losses, and damages exceeding \$15,000.00. But for the above-referenced events, GRB
18 would not have suffered these injuries, losses, and damages.

19 **IV. ADDITIONAL REQUESTS FOR RELIEF**

20 **A. Request for Specific Performance Against PH.**

21 93. Under Nevada law, “Specific performance is available when [**i**] the terms of the
22 contract are definite and certain, [**ii**] the remedy at law is inadequate, [**iii**] the plaintiff has tendered
23 performance, and [**iv**] the court is willing to order it.”

24 94. In plain, clear, unambiguous, definitive, and certain language, the Development
25 Agreement requires PH to pay the License Fee to GRB while the Restaurant continues to operate
26 after the termination of the Development Agreement. (See Development Agreement at ¶ 4.3.2(a).)

27 95. The Development Agreement does not contain any provisions allowing PH to
28

1 withhold the License Fee due to any alleged suitability reasons.

2 96. Though it continues to operate the Restaurant following the alleged termination of the
3 Development Agreement, PH refuses to pay the License Fee to GRB.

4 97. Plaintiff does not have an adequate legal remedy to force PH to pay it the License Fee.

5 98. Plaintiff has performed its obligations under the Development Agreement.

6 99. Plaintiff requests an order compelling PH to perform its obligation under the
7 Development Agreement to pay the License Fee to GRB, as well as awarding any additional relief
8 authorized by the law or found fair, equitable, just, or proper by the Court, including but not limited
9 to attorney's fees, costs, and interest.

10 **B. Request for Declaratory Relief Against PH Under NEV. REV. STAT. § 30 re: the**
11 **Validity of the Alleged Termination of the Development Agreement.**

12 100. A justiciable controversy ripe for adjudication exists between the parties as to whether
13 the Development Agreement was properly terminated. Plaintiff seeks an order declaring that the
14 Development Agreement was not properly terminated and therefore remains in full force and effect.

15 101. GRB originally entered the Development Agreement with PHW Las Vegas.

16 102. The Development Agreement identified PHW Manager LLC ("PHWM") as the
17 manager of PHW Las Vegas.

18 103. PHW Las Vegas later assigned the Development Agreement to PH in 2013.

19 104. The Termination Letter was sent in September 2016. It used the term "Caesars" to
20 refer collectively to PHW Las Vegas and PHWM. In the Termination Letter, Caesars purportedly
21 terminated the Development Agreement under Section 4.2.5.

22 105. The purported termination of the Development Agreement by "Caesars" was invalid
23 and ineffective because in 2013, PHW Las Vegas assigned the Development Agreement to PH.
24 Following that assignment, PHW Las Vegas and PHWM had no interest in or rights regarding the
25 Development Agreement and therefore had no right to terminate the agreement.

26 106. The purported termination was invalid and ineffective for the additional reason that it
27 was issued in violation of PH's implied covenant of good faith and fair dealing. PH had been
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1 attempting to wrongfully terminate Seibel's association with the Restaurant and enrich itself by
2 retaining Seibel's share of the monies due and owed to GRB as a result of the continued operation of
3 the Restaurant.

4 107. PH's purported termination was exercised in bad faith and was in furtherance of an
5 ongoing scheme to keep Seibel's share of the revenues from the Restaurant and had nothing to do any
6 good faith determination by PH that Seibel is an Unsuitable Person as that term is defined in the
7 Development Agreement

8 108. The purported termination was invalid and ineffective because upon issuance of the
9 purported termination notice PH continued to operate the Restaurant as if the Development
10 Agreement remain in effect and failed to comply with the required conduct in the event of a valid
11 termination of the Development Agreement.

12 109. For the above-stated reason, Plaintiff seeks an order declaring that the Development
13 Agreement was not properly terminated and therefore remains in full force and effect.

14 110. Plaintiff furthers request any additional relief authorized by the law or found fair,
15 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
16 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

17
18 **C. Declaratory Relief Against All Defendants Under NEV. REV. STAT. § 30 re: the**
19 **Parties' Rights and Obligations Under the Development Agreement.**

20 111. PH and Ramsay's actions have created a justiciable controversy, and this controversy
21 is ripe for adjudication as a declaration by this Court.

22 112. GRB seeks a declaration concerning the following rights, remedies, duties, and
23 obligations:

24 a) That PH must cease doing business with Ramsay following the termination of
25 the Development Agreement;

26 b) That PH must cease operating the Restaurant following the termination of the
27 agreement;

28 c) That PH must cease using the Intellectual Property following the termination of

1 the agreement;

2 d) That PH must pay the License Fee and other monies to GRB for the period of
3 time it has operated the Restaurant and used the Intellectual Property;

4 e) That PH must provide GRB with a reasonable and good faith opportunity to
5 cure its purported association or affiliation with any unsuitable persons; *and*

6 f) That the Development Agreement precludes PH and Ramsay from opening and
7 operating the Rebranded Restaurant.

8 113. Plaintiff further request any additional relief authorized by the law or found fair,
9 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
10 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

11 **D. Request for an Accounting from PH.**

12 114. The Development Agreement allows GRB to request and conduct an audit concerning
13 the monies owed under the agreement.

14 115. The laws of equity also allow for GRB to request an accounting of PH. Without an
15 accounting, GRB may not have adequate remedies at law because the exact amount of monies owed
16 to it could be unknown.

17 116. The accounts between the parties are of such a complicated nature that an accounting
18 is necessary and warranted.

19 117. GRB has entrusted and relied upon PH to maintain accurate and complete records and
20 to compute the amount of monies due under the Development Agreement.

21 118. GRB requests an accounting of the monies owed to it under the GRB agreement, as
22 well as all further relief found just, fair, and equitable.

23 **E. Request for an Injunction / Restraining Order Against All Defendants.**

24 119. Section 14.10.2 of the Development Agreement states, "Notwithstanding any other
25 provision of this Agreement, the parties acknowledge and agree that monetary damages would be
26 inadequate in the case of any breach by [PH] of Article 6 Accordingly, each party shall be
27 entitled, without limiting its other remedies and without the necessity of proving actual damages or
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1 posting any bond, to equitable relief, including the remedy of specific performance or injunction, with
2 respect to any breach or threatened breach of such covenants and each party (on behalf of itself and
3 its Affiliates) consents to the entry thereof in any affected jurisdiction. In the event that any
4 proceeding is brought in equity to enforce the provisions of this Agreement, no party hereto shall
5 allege, and each party hereto hereby waives the defense or counterclaim that there is an adequate
6 remedy at law.”

7 120. PH has improperly purported to terminate the Development Agreement.

8 121. PH and Ramsay have breached Article 6 of the Development Agreement through
9 conduct that includes, but is not limited to, (1) continuing to use the Intellectual Property following
10 the termination of the License and the alleged termination of the Development Agreement; and (2)
11 failing to pay the License Fee and other monies to GRB for the period of time PH has operated the
12 Restaurant and used the Intellectual Property.

13 122. GRB seeks a permanent injunction or restraining order (i) prohibiting PH from
14 terminating the Development Agreement; or, in the alternative, prohibiting PH and Ramsay from (ii)
15 (a) using the Intellectual Property for the Restaurant or the Rebranded Restaurant; and (b) continuing
16 to operate the Restaurant or open and operate the Rebranded Restaurant.

17 123. GRB will succeed on the merits of its claims, the balance of equities tip in favor of
18 GRB, and public interests favor injunctive relief. Furthermore, GRB would suffer substantial and
19 irreparable harm if PH were permitted to terminate the Development Agreement or if Defendants
20 were permitted to (i) continue using the Intellectual Property; (ii) continue operating the Restaurant; or
21 (iii) open and operate the Rebranded Restaurant.

22 **V. PRAYER FOR RELIEF.**

23 WHEREFORE, Plaintiff prays for judgment as follows:

- 24 A. Monetary damages in excess of \$15,000.00;
25 B. Equitable relief;
26 C. Specific Performance;
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- 1 D. Injunctive relief;
2 E. Declaratory relief;
3 F. Reasonable attorney's fees, costs, and interest associated with the prosecution of
4 this lawsuit; *and*
5 G. Any additional relief this Court may deem just and proper.

6 DATED June 28, 2017.

7 CARBAJAL & MCNUTT, LLP

8 /s/ Dan McNutt

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10 MATTHEW C. WOLF (SBN 10801)
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12 Las Vegas, Nevada 89101
13 *Attorneys for Plaintiff*
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Exhibit 1

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1. I am an adult and competent to testify to all matters herein and am familiar with all issues
pers herewith.

3. The facts alleged in the Amended Complaint are true and correct to the best of my knowledge, except to matters alleged therein upon information and belief, and as to those matters, I believe them to be true and correct to the best of my knowledge, information, and belief.

4. I am a citizen of New York.

6. At all relevant times, GRB's equal members have been myself and GR US Licensing LP ("GRUS"), a Delaware limited liability partnership. GRUS's general partner is Kavalake Limited ("Kavalake"), and Kavalake's director is British celebrity chef Gordon Ramsay.

7. At all relevant times, GRB has had two equal managers: myself and Stuart Gillies, who was appointed by GRUS.

8. Paragraph 8.1 of GRB's operating agreement states in relevant part, "The Managers shall have the full and exclusive right, power and authority to manage all of the business and affairs of the Company with all the rights and powers generally conferred by law, or necessary, advisable or consistent with. All decisions of the Managers shall be made by the approval or vote of a majority of all members."

9. Demanding that Mr. Gillies authorize GRB to file the Amended Complaint would be futile.

1 for the following reasons:

2 a. In 2016, GRUS filed a pending lawsuit in Delaware to dissolve GRB on the
3 purported grounds that a deadlock exists between me and Mr. Gillies concerning the future of GRB;

4 b. Mr. Gillies refused to attend a meeting of GRB's managers in 2016;

5 c. In 2016, GRUS and Mr. Gillies blocked my attempt to assign my membership
6 interest in GRB to The Seibel Family 2016 Trust and to appoint Craig Green as a manager of GRB; and

7 d. The Amended Complaint seeks, in part, to recover monies owed to GRB that
8 PHWLTV, LLC ("Planet Hollywood") or an affiliate wrongfully paid to Mr. Ramsay or an affiliate. It is
9 believed Mr. Gillies knew or should have known of those wrongful payments and explicitly or tacitly
10 approved them. Furthermore, as a close and long-term friend and business partner of Mr. Ramsay who has
11 received significant financial rewards from Mr. Ramsay's business ventures, Mr. Gillies would have a
12 conflict of interest if he were asked to authorize GRB to file the Amended Complaint to recover the
13 aforementioned monies. Mr. Gillies likely would put his friendship with and loyalty to Mr. Ramsay and
14 his personal interest in continuing to earn significant financial rewards from business ventures with Mr.
15 Ramsay above the interests of GRB.
16

17 **1. *The Dissolution Proceeding.***

18 10. On or around October 13, 2016, GRUS filed a lawsuit in the Court of Chancery for
19 Delaware as case no. 12825 seeking a judicial dissolution of GRB. In Paragraph 2, the complaint alleges
20 "[t]he Company's two managers (appointed by GRUS and Seibel, respectively) have reached a deadlock on
21 the future of the Company and the LLC Agreement provides no mechanism to resolve that deadlock"

22 11. Based upon the alleged deadlock (and without admitting a deadlock exists), it would be
23 futile to demand that Mr. Gillies authorize GRB to file the Amended Complaint.

24 **2. *Mr. Gillies Refused to Attend a Managers Meeting in 2016.***

25 12. Asking Mr. Gillies to authorize GRB to file the Amended Complaint also would be futile
26 based upon the fact Mr. Gillies refused in 2016 to attend a meeting of the managers of GRB.
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1 13. In 2016, through counsel, I attempted to schedule one or more meetings of the managers of
2 GRB. One such meeting was scheduled in New York, New York, for July 12, 2016. Through counsel, Mr.
3 Gillies refused to attend. Mr. Gillies took the position in writing that he is not obligated under GRB's
4 operating agreement to attend any meetings.

5 14. Given the refusal of Mr. Gillies to attend any meetings, it would be futile to attempt to
6 schedule a meeting for the purpose of asking Mr. Gillies to authorize GRB to file the Amended Complaint.

7 **3. *GRUS and Mr. Gillies Blocked My Attempt to Assign My***
8 ***Membership Interest in GRB to The Seibel Family 2016 Trust***
9 ***and to Appoint Craig Green as a Manager of GRB.***

10 15. Paragraph 10.1(a) of GRB's operating agreement obligates me to obtain the approval of Mr.
11 Gillies to assign my membership interest in GRB. Paragraph 10.1(c), however, allows me to assign the
12 economic rights to my membership interest in GRB to certain relatives or a trust for their benefit without
13 the approval of GRUS or Mr. Gillies.

14 16. Paragraph 8.2 of GRB's operating agreement also allows me with the approval of GRUS to
15 replace myself as a manager. It further states GRUS's approval of the proposed replacement manager shall
16 not be unreasonably withheld, delayed or conditioned.

17 17. On or around April 11, 2016, I notified GRUS and Mr. Gillies in writing of my intent to (i)
18 transfer my membership interest in GRB to The Seibel Family 2016 Trust, (ii) resign as a manager of GRB,
19 and (iii) appoint Craig Green as a replacement manager. I enclosed a Membership Interest Assignment
20 Agreement and a Removal and Appointment of Manager of GRB and asked GRUS to execute and return
21 the documents to effectuate the assignment and the appointment of a replacement manager.

22 18. GRUS flatly and unreasonably refused to execute the above-referenced documents and to
23 approve the assignment and the appointment of a replacement manager. This is true even though GRB's
24 operating agreement expressly precluded GRUS from unreasonably withholding, delaying, or conditioning
25 its consent to the appointment of a replacement manager.

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20. PHW Las Vegas, LLC later assigned the Development Agreement to Planet Hollywood.

21. The Development Agreement obligated Planet Hollywood to pay a license fee (the “License Fee”) to GRB. It did not give Mr. Ramsay or an affiliate any right to receive any portion of the License Fee.

22. In 2016, I received, through counsel, a letter indicating Mr. Ramsay and Planet Hollywood had reached an agreement amongst themselves for Planet Hollywood to pay a portion of the License Fee to Mr. Ramsay or an affiliate.

Date	Amount
10/19/2016	\$115,789.44
7/15/2016	\$127,618.99
4/18/2016	\$124,615.99
1/15/2016	\$271,487.60
10/14/2015	\$283,560.76
7/15/2015	\$275,970.89
4/15/2015	\$255,832.40
1/13/2015	\$249,799.80
10/14/2014	\$214,587.90
7/16/2014	\$222,718.66
4/15/2014	\$213,142.54
1/16/2014	\$145,125.04
10/10/2013	\$292,231.58
7/12/2013	\$203,427.54
4/15/2013	\$118,688.59

1/18/2013

\$10,367.27

24. As evident from the above chart, around the time Mr. Ramsay and Planet Hollywood entered the aforementioned agreement, the amounts of the payments to GRB drastically decreased. It is believed those decreases were due to payments of the License Fee by Planet Hollywood to Mr. Ramsay or an affiliate.

25. In the Amended Complaint, GRB seeks, in part, to recover those monies.

5. *Because of His Close Personal and Professional Relationship with Mr. Ramsay and the Financial Rewards He Has Earned from His Business Ventures with Mr. Ramsay, Mr. Gillies Would Have a Conflict of Interest if He Were Asked to Authorize GRB to File the Amended Complaint.*

26. Based upon my personal knowledge, as well as information and belief and publically available sources, Mr. Gillies has a close and long-standing personal and professional relationship with Mr. Ramsay. This relationship is reflected by the following publically available sources:

a. In April 2014, it was reported Mr. Gillies first met Mr. Ramsay when they were young chefs in London and that Mr. Gillies joined Mr. Ramsay in 2002 to open Angela Hartnett's restaurant at the Connaught.¹ It also was reported that ten years after joining the entity that currently is the Gordon Ramsay Group ("GRG"), Mr. Gillies became its managing director.²

b. An October 2010 interview of Mr. Gillies referred to him as Mr. Ramsay's "right hand man."³ Mr. Gillies said during the interview, "As a boss [Mr. Ramsay is] more generous than you'd ever believe – trying to keep people happy and share the wealth of the company's success."⁴

c. In May 2015, it was reported Mr. Ramsay paid Mr. Gillies shares worth over two million pounds.⁵

¹ See <https://www.thecaterer.com/articles/352087/profile-stuart-gillies-managing-director-gordon-ramsay-group> (last accessed on Nov. 16, 2016).

² *Id.*
³ See <http://www.hot-dinners.com/Gastroblog/Interviews/gordons-right-hand-man-hot-dinners-talks-to-stuart-gillies-about-the-savoy-grill-and-bread-street-kitchen> (last accessed on Nov. 16, 2016).

⁴ *Id.*
⁵ See <http://www.telegraph.co.uk/finance/newsbysector/retailandconsumer/11610051/Gordon-Ramsay-pays-restaurant-boss-2.7m-bonus.html> (last accessed on Nov. 16, 2016); see also

1 d. In March 2016, it was reported Mr. Gillies had been promoted to CEO of GRG.⁶
2 Commenting on the promotion, Mr. Ramsay said Mr. Gillies had been “a driving force in [GRG’s]
3 international growth”⁷

4 e. In May 2016, Mr. Gillies said GRG was planning to open new restaurants in
5 England outside of London.⁸

6 27. Due to Mr. Gillies’ close and long-standing personal and professional relationship with Mr.
7 Ramsay, he would have a conflict of interest if he were asked to authorize GRB to file the Amended
8 Complaint seeking, in part, to recover monies that were improperly paid to Mr. Ramsay or an affiliate. Mr.
9 Gillies likely would put his friendship and loyalty with Mr. Ramsay, as well as his personal interest in
10 continuing to earn significant monies through business ventures with Mr. Ramsay, above his duties and
11 loyalty to GRB.

12 28. Moreover, based upon information and belief, Mr. Gillies is aware of and explicitly or
13 tacitly approved Planet Hollywood’s improper payments to Mr. Ramsay or an affiliate:

14 a. As a manager of GRB, Mr. Gillies knew or should have known that the payments
15 Planet Hollywood made to GRB during or around April and July 2016 were roughly half the amount of the
16 payments it made in 2014, 2015, and early 2016. As a manager of GRB, he should have inquired into why
17 the amount of those payments drastically decreased and taken appropriate action, but he failed to do so,
18 presumably to protect Mr. Ramsay; *and*

19 b. As the CEO of GRG and a close and long-time confidant of Mr. Ramsay, Mr. Gillies

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21
22
23 <http://www.londonlovesbusiness.com/business-news/gordon-ramsay-just-handed-out-a-27m-bonus-to-the-boss-of-his-restaurants/10311.article> (last accessed on Nov. 16, 2016).

24 ⁶ See, e.g., <https://www.thecaterer.com/articles/366132/flurry-of-senior-appointments-at-gordon-ramsay-group-as-stuart-gillies-promoted> (last accessed on Nov. 16, 2016); *see also*
25 <http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments> (last
26 accessed on Nov. 16, 2016).

27 ⁷ See <http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments> (last accessed on Nov. 16, 2016).

28 ⁸ See <https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-outside-london> (last accessed on Nov. 16, 2016).

1 likely knows that Mr. Ramsay or an affiliate received monies from Planet Hollywood owed to GRB.

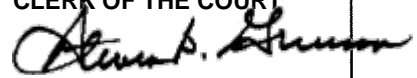
2 On the 28 day of June, 2017, it is declared under penalty of perjury under the
3 law of the State of Nevada and the United States that the foregoing is true and correct to the best of my
4 knowledge, information, and belief.

5 

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ROWEN SEIBEL
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TAB 3



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Counsel for Planet Hollywood PHWLTV, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN Seibel, an individual and citizen of
New York, derivatively as Nominal Plaintiff
on behalf of Real Party in Interest GR
BURGR, LLC, a Delaware limited liability
company;

Plaintiff,

vs.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an
individual;

Defendants.

and

GR BURGR, LLC, a Delaware limited liability
company,

Nominal Defendant.

PHWLTV, LLC, a Nevada limited liability
company;

Counterclaimaint

v.

ROWEN SEIBEL, an individual and citizen of
New York, DOES I through X and ROE
CORPORATIONS XI through XX,

Counter-defendant

Case No.: A-17-751759-B

Dept. No.: XV

**ANSWER TO FIRST AMENDED
COMPLAINT AND COUNTERCLAIM**

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

PHWLTV, LLC ("Planet Hollywood"), by and through its undersigned counsel, hereby responds to the allegations set forth in the First Amended Complaint (the "Complaint") filed by Plaintiff/Counter-Defendant Rowen Seibel ("Seibel" or "Plaintiff") as follows:

I. PARTIES AND JURISDICTION

1. Planet Hollywood admits it is a Nevada liability company with its principal place of business in Clark County, Nevada. Planet Hollywood denies all other allegations contained therein.

2. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 2 and therefore denies the same.

3. Planet Hollywood states that the allegations in Paragraph 3 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood admits that the venue is proper and denies any and all remaining allegations contained in Paragraph 3.

4. Planet Hollywood is without knowledge or information sufficient to admit or deny the allegations of Paragraph 4 and therefore denies the same.

5. Planet Hollywood states that the allegations in Paragraph 5 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 5.

6. Planet Hollywood states that the allegations in Paragraph 6 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 6.

7. Planet Hollywood states that the allegations in Paragraph 7 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 7.

8. Planet Hollywood repeats and realleges each and every response to the proceeding Paragraphs as if set forth fully herein.

II. DERIVATIVE ALLEGATIONS

9. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 9 and therefore denies the same.

10. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 10 and therefore denies the same.

11. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 11 and therefore denies the same.

12. Planet Hollywood states that the allegations in Paragraph 12 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 12.

13. Planet Hollywood states that the allegations in Paragraph 13 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 13.

14. To the extent Paragraph 14 purports to restate the terms of GRB's operating agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

15. Planet Hollywood does not respond to the legal conclusions in Paragraph 15 because no response is required. To the extent that a response is required, Planet Hollywood denies the allegations in Paragraph 15. Moreover, to the extent Paragraph 15 purports to incorporate the allegations of Seibel's declaration, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

16. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 16 and therefore denies the same.

III. THE BURGR RESTAURANT AT PLANET HOLLYWOOD.

A. The Intellectual Property.

17. Planet Hollywood is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 17 and therefore denies the same.

18. Planet Hollywood is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 18 and therefore denies the same.

B. The Parties Enter the Development Agreement and Open the Restaurant.

19. Planet Hollywood admits Ramsay, GRB, and PHW Las Vegas, LLC entered into the Development Agreement in December 2012. To the extent Paragraph 19 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

20. Planet Hollywood admits the allegations in Paragraph 20.

21. To the extent Paragraph 21 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

22. To the extent Paragraph 22 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

23. To the extent Paragraph 23 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

24. To the extent Paragraph 24 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

25. To the extent Paragraph 25 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies all other allegations contained therein.

26. Planet Hollywood admits that it paid License Fees to GRB. Planet Hollywood denies all other allegations contained therein.

C. PH and Ramsay Conspire to Oust Seibel and GRB from the Restaurant.

27. Planet Hollywood denies the allegations in Paragraph 27.

1 28. Planet Hollywood admits that Caesars Entertainment Operating Company, Inc.
2 ("CEOC") filed for bankruptcy in the United States Bankruptcy Court for the Northern District of
3 Illinois in or around January 2015. Planet Hollywood further admits that Planet Hollywood was
4 not included in the bankruptcy. Planet Hollywood denies the remaining allegations in Paragraph
5 28.

6 29. Planet Hollywood is without knowledge or information sufficient to form a belief
7 as to the truth or falsity of the allegations in Paragraph 29 of the Complaint, and therefore denies
8 the same.

9 30. Planet Hollywood denies the allegations in Paragraph 30.

10 31. Planet Hollywood denies the allegations in Paragraph 31.

11 32. Planet Hollywood denies the allegations in Paragraph 32.

12 33. Planet Hollywood is without knowledge or information sufficient to form a belief
13 as to the truth or falsity of any communication between Ramsay and Seibel, and therefore denies
14 the same. Planet Hollywood denies the remaining allegations in Paragraph 33.

15 34. Planet Hollywood denies the allegations in Paragraph 34.

16 35. Planet Hollywood is without knowledge or information sufficient to form a belief
17 as to the truth or falsity of the allegation in Paragraph 35 concerning Siebel's attempt to transfer
18 his interest in GRB, and therefore denies the same. Planet Hollywood denies the remaining
19 allegations in Paragraph 35.

20 36. Planet Hollywood admits that in August 2016 it became aware of Seibel's guilty
21 plea in the Southern District of New York for felony tax evasion after it became public. Planet
22 Hollywood denies the remaining allegations in Paragraph 36.

23 37. Planet Hollywood admits that in April 2016 neither Seibel nor anyone else advised
24 Planet Hollywood that Seibel committed felony tax evasion. Planet Hollywood denies the
25 remaining allegations in Paragraph 37.

26 38. Planet Hollywood admits that it sent a letter dated September 21, 2016 to GRB
27 terminating the Development Agreement as a result of Seibel's unsuitability. Planet Hollywood
28 denies the remaining allegations in Paragraph 38.

- 1 39. Planet Hollywood denies the allegations in Paragraph 39.
- 2 40. Planet Hollywood denies the allegations in Paragraph 40.
- 3 41. Planet Hollywood is without knowledge or information sufficient to form a belief
- 4 as to the truth or falsity of the allegations in Paragraph 41, and therefore denies the same.
- 5 42. Planet Hollywood admits the allegations in Paragraph 42.
- 6 43. Planet Hollywood denies the allegations in Paragraph 43.
- 7 44. Planet Hollywood denies the allegations in Paragraph 44.
- 8 45. Planet Hollywood is without knowledge or information sufficient to form a belief
- 9 as to the truth or falsity of the allegations in Paragraph 45 of the Complaint, and therefore denies
- 10 the same.
- 11 46. Planet Hollywood denies the allegations in Paragraph 46.
- 12 47. Planet Hollywood denies the allegations in Paragraph 47.
- 13 48. Planet Hollywood denies the allegations in Paragraph 48.
- 14 49. Planet Hollywood denies the allegations in Paragraph 49.
- 15 50. Planet Hollywood denies the allegations in Paragraph 50.
- 16 51. Planet Hollywood denies the allegations in Paragraph 51.
- 17 52. Planet Hollywood denies the allegations in Paragraph 52.
- 18 53. Planet Hollywood denies the allegations in Paragraph 53.
- 19 54. To the extent Paragraph 54 purports to restate the terms of the Development
- 20 Agreement, the document speaks for itself and no response is required. Planet Hollywood denies
- 21 all other allegations contained therein.
- 22 55. To the extent Paragraph 55 purports to restate the terms of the Development
- 23 Agreement, the document speaks for itself and no response is required. Planet Hollywood denies
- 24 all other allegations contained therein.
- 25 56. Planet Hollywood denies the allegations in Paragraph 56.
- 26 57. Planet Hollywood admits it used the GRB Marks and General GR Materials for a
- 27 period of time subsequent to the termination of the Development Agreement. Planet Hollywood
- 28 denies the remaining allegations in Paragraph 57.

1 58. To the extent Paragraph 58 purports to restate the terms of Caesars' Charter
2 documents, the documents speak for themselves and no response is required. Planet Hollywood
3 denies all other allegations contained therein.

4 59. Planet Hollywood denies the allegations in Paragraph 59.

5 **D. The Rebranded Restaurant**

6 60. Planet Hollywood admits that Planet Hollywood and Ramsay are operating a new
7 restaurant called Gordon Ramsay Burger. Planet Hollywood denies the remaining allegations in
8 Paragraph 60.

9 61. Planet Hollywood admits that the new restaurant is located in the same space as
10 BURGR Gordon Ramsay, and thus, certain furniture and fixtures are located in the same space.
11 Planet Hollywood denies the remaining allegations in Paragraph 61.

12 62. Planet Hollywood denies the allegations in Paragraph 62.

13 63. Planet Hollywood is without knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations in Paragraph 63, and therefore denies the same.

15 64. Planet Hollywood denies the allegations in Paragraph 64.

16 a) To the extent Paragraph 64(a) purports to restate the terms of the
17 Development Agreement, the document speaks for itself and no response is
18 required. Planet Hollywood denies the remaining allegations contained
19 therein.

20 b) Planet Hollywood denies the allegations in Paragraph 64(b).

21 c) Planet Hollywood denies the allegations in Paragraph 64(c).

22 d) To the extent Paragraph 64(d) purports to restate the terms of the
23 Development Agreement, the document speaks for itself and no response is
24 required. Planet Hollywood denies all other allegations contained therein.

25 65. Planet Hollywood denies the allegations in Paragraph 65.

26 66. To the extent Paragraph 66 purports to restate the terms of the Development
27 Agreement, the document speaks for itself and no response is required. Planet Hollywood denies
28 the remaining allegations contained therein.

68. Planet Hollywood states that the allegations in Paragraph 68 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 68.

Breaches of Contract

69. Planet Hollywood admits the existence of the Development Agreement and refers to that agreement for a complete and accurate statement of the terms thereof. Planet Hollywood states that the remaining allegations in Paragraph 69 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 69.

70. Planet Hollywood denies the allegations in Paragraph 70.

- a) Planet Hollywood denies the allegations in Paragraph 70(a).
- b) Planet Hollywood denies the allegations in Paragraph 70(b).
- c) Planet Hollywood denies the allegations in Paragraph 70(c).
- d) Planet Hollywood denies the allegations in Paragraph 70(d).
- e) Planet Hollywood denies the allegations in Paragraph 70(e).
- f) Planet Hollywood denies the allegations in Paragraph 70(f).
- g) Planet Hollywood denies the allegations in Paragraph 70(g).

71. In as much as the allegations in Paragraph 71 are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 71, and therefore denies the same.

- a) In as much as the allegations in Paragraph 71(a) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a

1 response is required, Planet Hollywood lacks knowledge or information
2 sufficient to form a belief as to the truth or falsity of the allegations in
3 Paragraph 71(a), and therefore denies the same.

4 b) In as much as the allegations in Paragraph 71(b) are not directed towards
5 Planet Hollywood, no responsive pleading is required. To the extent a
6 response is required, Planet Hollywood lacks knowledge or information
7 sufficient to form a belief as to the truth or falsity of the allegations in
8 Paragraph 71(b), and therefore denies the same.

9 c) In as much as the allegations in Paragraph 71(c) are not directed towards
10 Planet Hollywood, no responsive pleading is required. To the extent a
11 response is required, Planet Hollywood lacks knowledge or information
12 sufficient to form a belief as to the truth or falsity of the allegations in
13 Paragraph 71(c), and therefore denies the same.

14 d) In as much as the allegations in Paragraph 71(d) are not directed towards
15 Planet Hollywood, no responsive pleading is required. To the extent a
16 response is required, Planet Hollywood lacks knowledge or information
17 sufficient to form a belief as to the truth or falsity of the allegations in
18 Paragraph 71(d), and therefore denies the same.

19 e) In as much as the allegations in Paragraph 71(e) are not directed towards
20 Planet Hollywood, no responsive pleading is required. To the extent a
21 response is required, Planet Hollywood lacks knowledge or information
22 sufficient to form a belief as to the truth or falsity of the allegations in
23 Paragraph 71(e), and therefore denies the same.

24 f) In as much as the allegations in Paragraph 71(f) are not directed towards
25 Planet Hollywood, no responsive pleading is required. To the extent a
26 response is required, Planet Hollywood lacks knowledge or information
27 sufficient to form a belief as to the truth or falsity of the allegations in
28 Paragraph 71(f), and therefore denies the same.

1 72. Planet Hollywood denies the allegations in Paragraph 72.

2 73. Planet Hollywood denies the allegations in Paragraph 73.

3 **SECOND CAUSE OF ACTION**

4 **Contractual Breaches of the Implied Covenant of Good Faith & Fair Dealing**

5 **(Against All Defendants)**

6 74. Planet Hollywood states that the allegations in Paragraph 74 are legal conclusions
7 to which no responsive pleading is required. To the extent a response is required, Planet
8 Hollywood denies the allegations in Paragraph 74.

9 75. Planet Hollywood states that the allegations in Paragraph 75 are legal conclusions
10 to which no responsive pleading is required. To the extent a response is required, Planet
11 Hollywood denies the allegations in Paragraph 75.

12 76. Planet Hollywood denies the allegations in Paragraph 76.

- 13 a) Planet Hollywood denies the allegations in Paragraph 76(a).
14 b) Planet Hollywood denies the allegations in Paragraph 76(b).
15 c) Planet Hollywood denies the allegations in Paragraph 76(c).
16 d) Planet Hollywood denies the allegations in Paragraph 76(d).
17 e) Planet Hollywood denies the allegations in Paragraph 76(e).
18 f) Planet Hollywood denies the allegations in Paragraph 76(f).
19 g) Planet Hollywood denies the allegations in Paragraph 76(g).
20 h) Planet Hollywood denies the allegations in Paragraph 76(h).
21 i) Planet Hollywood denies the allegations in Paragraph 76(i).
22 j) Planet Hollywood denies the allegations in Paragraph 76(j).
23 k) Planet Hollywood denies the allegations in Paragraph 76(k).
24 l) Planet Hollywood denies the allegations in Paragraph 76(l).
25 m) Planet Hollywood denies the allegations in Paragraph 76(m).
26 n) Planet Hollywood denies the allegations in Paragraph 76(n).
27 o) Planet Hollywood denies the allegations in Paragraph 76(o).
28

1 77. In as much as the allegations in Paragraph 77 are not directed towards Planet
2 Hollywood, no responsive pleading is required. To the extent a response is required, Planet
3 Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of
4 the allegations in Paragraph 77, and therefore denies the same.

5 a) In as much as the allegations in Paragraph 77(a) are not directed towards
6 Planet Hollywood, no responsive pleading is required. To the extent a
7 response is required, Planet Hollywood lacks knowledge or information
8 sufficient to form a belief as to the truth or falsity of the allegations in
9 Paragraph 77(a), and therefore denies the same.

10 b) In as much as the allegations in Paragraph 77(b) are not directed towards
11 Planet Hollywood, no responsive pleading is required. To the extent a
12 response is required, Planet Hollywood lacks knowledge or information
13 sufficient to form a belief as to the truth or falsity of the allegations in
14 Paragraph 77(b), and therefore denies the same.

15 c) In as much as the allegations in Paragraph 77(c) are not directed towards
16 Planet Hollywood, no responsive pleading is required. To the extent a
17 response is required, Planet Hollywood lacks knowledge or information
18 sufficient to form a belief as to the truth or falsity of the allegations in
19 Paragraph 77(c), and therefore denies the same.

20 d) In as much as the allegations in Paragraph 77(d) are not directed towards
21 Planet Hollywood, no responsive pleading is required. To the extent a
22 response is required, Planet Hollywood lacks knowledge or information
23 sufficient to form a belief as to the truth or falsity of the allegations in
24 Paragraph 77(d), and therefore denies the same.

25 e) In as much as the allegations in Paragraph 77(e) are not directed towards
26 Planet Hollywood, no responsive pleading is required. To the extent a
27 response is required, Planet Hollywood lacks knowledge or information
28

sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(e), and therefore denies the same.

f) In as much as the allegations in Paragraph 77(f) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(f), and therefore denies the same.

g) In as much as the allegations in Paragraph 77(g) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(g), and therefore denies the same.

h) In as much as the allegations in Paragraph 77(h) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(h), and therefore denies the same.

i) In as much as the allegations in Paragraph 77(i) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(i), and therefore denies the same.

j) In as much as the allegations in Paragraph 77(j) are not directed towards Planet Hollywood, no responsive pleading is required. To the extent a response is required, Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 77(j), and therefore denies the same.

78. Planet Hollywood denies the allegations in Paragraph 78.

1 79. Planet Hollywood denies the allegations in Paragraph 79.

2 **THIRD CAUSE OF ACTION**

3 **Unjust Enrichment**

4 **(Against All Defendants)**

5 80. Planet Hollywood repeats and realleges each and every response to paragraphs 1
6 through 79 above as if set forth fully herein.

7 81. Planet Hollywood denies the allegations in Paragraph 81.

8 82. Planet Hollywood denies the allegations in Paragraph 82

9 83. Planet Hollywood denies the allegations in Paragraph 83.

10 84. In as much as the allegations in Paragraph 84 are not directed towards Planet
11 Hollywood, no responsive pleading is required. To the extent a response is required, Planet
12 Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of
13 the allegations in Paragraph 84, and therefore denies the same.

14 85. Planet Hollywood denies the allegations in Paragraph 85.

15 **FOURTH CAUSE OF ACTION**

16 **Civil Conspiracy**

17 **(Against All Defendants)**

18 86. Planet Hollywood denies the allegations in Paragraph 86.

19 87. Planet Hollywood denies the allegations in Paragraph 87.

20 88. Planet Hollywood is without knowledge or information sufficient to form a belief
21 as to the truth or falsity of the allegations in Paragraph 88, and therefore denies the same.

22 89. Planet Hollywood admits that it received a letter from Gordon Ramsay dated on or
23 about September 15, 2016. To the extent Paragraph 89 purports to restate the terms of the letter,
24 the document speaks for itself and no response is required. Planet Hollywood denies the
25 remaining allegations contained therein.

26 90. Planet Hollywood denies the allegations in Paragraph 90.

27 91. Planet Hollywood denies the allegations in Paragraph 91.

28 92. Planet Hollywood denies the allegations in Paragraph 92.

ADDITIONAL REQUESTS FOR RELIEF

A. Request for Specific Performance Against PH.

93. Planet Hollywood states that the allegations in Paragraph 93 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 93.

94. To the extent Paragraph 94 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

95. To the extent Paragraph 95 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

96. Planet Hollywood denies the allegations in Paragraph 96.

97. Planet Hollywood denies the allegations in Paragraph 97.

98. Planet Hollywood denies the allegations in Paragraph 98.

99. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 99, and therefore denies the same.

B. Request for Declaratory Relief Against PH Under Nev. Rev. Stat. § 30 re: the Validity of the Alleged Termination of the Development Agreement.

100. Planet Hollywood admits that controversies exist between the parties. Planet Hollywood denies all other allegations contained in Paragraph 100.

101. Planet Hollywood admits the allegation in Paragraph 101.

102. To the extent Paragraph 102 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

103. Planet Hollywood admits PHW Las Vegas assigned the Development Agreement to Planet Hollywood. Planet Hollywood denies the remaining allegations contained in Paragraph 103.

104. Planet Hollywood admits that a letter terminating the Development Agreement was dated September 21, 2016. To the extent Paragraph 104 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

105. Planet Hollywood denies the allegations in Paragraph 105.

106. Planet Hollywood denies the allegations in Paragraph 106.

107. Planet Hollywood denies the allegations in Paragraph 107.

108. Planet Hollywood denies the allegations in Paragraph 108.

109. Planet Hollywood states that the allegations in Paragraph 109 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 109.

110. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 110, and therefore denies the same.

C. Declaratory Relief Against All Defendants Under Nev. Rev. Stat. § 30 re: the Parties' Rights and Obligations Under the Development Agreement.

111. Planet Hollywood admits that controversies exist between the parties. Planet Hollywood denies all other allegations contained in Paragraph 111.

112. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112, and therefore denies the same.

a) Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112(a), and therefore denies the same.

b) Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112(b), and therefore denies the same.

c) Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112(c), and therefore denies the same.

d) Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112(d), and therefore denies the same.

e) Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112(e), and therefore denies the same.

f) Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 112(f), and therefore denies the same.

113. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 113, and therefore denies the same.

D. Request for an Accounting from PH.

114. To the extent Paragraph 114 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

115. Planet Hollywood states that the allegations in Paragraph 115 are legal conclusions to which no responsive pleading is required. To the extent a response is required, Planet Hollywood denies the allegations in Paragraph 115.

116. Planet Hollywood denies the allegations in Paragraph 116.

117. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 117, and therefore denies the same.

118. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 118, and therefore denies the same.

E. Request for an Injunction

119. To the extent Paragraph 119 purports to restate the terms of the Development Agreement, the document speaks for itself and no response is required. Planet Hollywood denies the remaining allegations contained therein.

120. Planet Hollywood denies the allegations in Paragraph 120.

121. Planet Hollywood denies the allegations in Paragraph 121.

122. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 122, and therefore denies the same.

123. Planet Hollywood lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 123, and therefore denies the same.

GENERAL DENIAL

All allegations in the Complaint that have not been expressly admitted, denied, or otherwise responded to, are denied.

AFFIRMATIVE DEFENSES

Planet Hollywood asserts the following affirmative defenses and reserves the right to assert other defenses and claims, including, without limitation, counterclaims, crossclaims, and third-party claims, as and when appropriate and/or available in this or any other action. The statement of any defense herein does not assume the burden of proof for any issue as to which applicable law otherwise places the burden of proof on Planet Hollywood.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by his own conduct, including his failure to mitigate damages.

THIRD AFFIRMATIVE DEFENSE

Plaintiff failed to give timely notice to Planet Hollywood of any alleged breach of the covenant of good faith and fair dealing, if any.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel, laches, acquiescence, unclean hands, unjust enrichment, and/or ratification, as well as other applicable equitable doctrines.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's damages or harm, if any, were not caused by any conduct of Planet Hollywood.

SIXTH AFFIRMATIVE DEFENSE

Insofar as any alleged breach of contract is concerned, Plaintiff failed to give Planet Hollywood timely notice thereof.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff breached the Development Agreement, which excuses any failure to perform by Planet Hollywood.

EIGHTH AFFIRMATIVE DEFENSE

Planet Hollywood acted in good faith in all dealings with Plaintiff.

NINTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to any recovery because he failed to fulfill the terms of the Development Agreement.

TENTH AFFIRMATIVE DEFENSE

Plaintiff is guilty of fraudulent and deceitful conduct, which bars its right to recovery, if any, upon the Complaint on file herein.

ELEVENTH AFFIRMATIVE DEFENSE

The injuries to Plaintiff, if any, as alleged in the Complaint, were provoked and brought about by Plaintiff, and any actions taken by Planet Hollywood in response to Plaintiff's conduct were justified and privileged under the circumstances.

TWELFTH AFFIRMATIVE DEFENSE

All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Planet Hollywood's Answer to Plaintiff's Complaint and therefore, Planet Hollywood reserves the right to amend its Answer to allege additional affirmative defenses if subsequent investigation so warrants.

THIRTEENTH AFFIRMATIVE DEFENSE

Planet Hollywood reserves the right to (a) rely upon such other affirmative defenses as may be supported by the facts to be determined through full and complete discovery, and (b) voluntarily withdraw any affirmative defense.

COUNTERCLAIM

Planet Hollywood, by and through its undersigned counsel, hereby brings its Counterclaims against Rowen Siebel ("Siebel") as follows:

THE PARTIES

1. Planet Hollywood PHWLTV, LLC ("Planet Hollywood") was, at all times relevant hereto, a Nevada limited liability company duly authorized to conduct business in Clark County, Nevada.

2. Upon information and belief, Seibel is and, at all times relevant hereto, was a citizen of New York conducting business in the State of Nevada.

3. The true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants DOES I through X, inclusive, and ROE CORPORATIONS XI through XX, inclusive, and each of them, are unknown to Planet Hollywood at the present time, and Planet Hollywood therefore sues said Defendants by such fictitious names. Planet Hollywood is informed and believes and thereon alleges that each of the Defendants designated herein as DOES I through X and ROE CORPORATIONS XI through XX, are responsible for the claims and damages alleged herein. Once discovery has disclosed the true identities of such parties, Planet Hollywood will ask leave of this Court to amend its Counterclaim to insert the true names and capacities of said Defendants DOES I through X, inclusive, and ROE CORPORATIONS XI through XX, inclusive, and join such Defendants in this action.

4. Jurisdiction and venue are proper for these counterclaims because the action concerns the interpretation and enforcement of a contract with a jurisdiction selection clause identifying the Nevada State Court has having jurisdiction over the subject matter for disputes arising out of the contract.

GENERAL ALLEGATIONS

5. On or about December 13, 2012, PHW Las Vegas, LLC entered into a Development, Operation and License Agreement (the "Development Agreement") with Gordon Ramsay ("Ramsay") and GRB for the development and operation of a burger-themed restaurant to be housed in the Planet Hollywood – Resort & Casino in Las Vegas.

1 6. In or around 2013, PHW Las Vegas, LLC assigned the Development Agreement to
2 Planet Hollywood.

3 7. Planet Hollywood is a gaming licensee and thus subject to rigorous regulation.
4 Nevada requires its licensees to police themselves and their affiliates to ensure unwavering
5 compliance with gaming regulations.

6 8. As part of its compliance program, Planet Hollywood conducts suitability
7 investigations of potential vendors that meet certain criteria as outlined in its compliance program,
8 and requires various disclosures by vendors meeting such criteria to ensure that the entities with which
9 it does business are suitable.

10 9. Pursuant to the Development Agreement, GRB was required to disclose
11 information about itself and GR Associates (as defined in the Development Agreement) for Planet
12 Hollywood to perform its suitability diligence.

13 10. Based on prior disclosures of both Seibel and Ramsay, Caesars Entertainment's
14 ("Caesars") corporate investigation team used the information on file to determine that GRB was
15 suitable.

16 11. Paragraph 11.2 of the Development Agreement required GR Associates to update
17 the disclosures within ten days if anything became inaccurate or material changes occurred.

18 12. The Parties expressly contracted that the Agreement may be terminated by Planet
19 Hollywood upon written notice to GRB and Gordon Ramsay having immediate effect as
20 contemplated by Paragraph 11.2.

21 13. Specifically, Paragraph 11.2 provides that Planet Hollywood has the right, in its
22 "sole and exclusive judgment," to determine that a GR Associate is an Unsuitable Person under
23 the Development Agreement.

24 14. Paragraph 11.2 further provides expressly that if the unsuitable activity or
25 relationship is not subject to cure "as determined by PH in its sole discretion," then Planet
26 Hollywood "shall . . . have the right to terminate this Agreement and its relationship with Gordon
27 Ramsay and GRB."
28

1 15. Paragraph 11.2 leaves no doubt as to Planet Hollywood's sole and exclusive
2 judgment by additionally stating that a termination pursuant to the suitability provisions in
3 Paragraph 11.2 "shall not be subject to dispute by Gordon Ramsay or GRB"

4 16. Upon information and belief, prior to execution of the Development Agreement,
5 Seibel sought amnesty from the federal government for tax crimes.

6 17. Upon information and belief, on or about April 18, 2016, Seibel pleaded guilty to
7 one count of obstructing or impeding the due administration of the internal revenue laws under 26
8 U.S.C. § 7212(a), a Class E felony.

9 18. Upon information and belief, on or about August 19, 2016, judgment was entered
10 on Seibel's guilty plea in the Southern District of New York.

11 19. Seibel concealed his tax crimes from Planet Hollywood over the span of years.

12 20. It was not until Seibel's sentencing hearing was covered by the media that Planet
13 Hollywood learned of Seibel's conviction and events leading up to the conviction.

14 21. Pursuant to Paragraph 11.2 of the Development Agreement, Planet Hollywood
15 informed Gordon Ramsay and GRB that it was aware of Seibel's felony conviction and was
16 exercising its right under Paragraph 11.2.

17 22. Planet Hollywood demanded that GRB terminate its relationship with Seibel and
18 provide written proof thereof within ten (10) business days.

19 23. Planet Hollywood was unequivocal that if GRB failed to terminate the relationship
20 with Seibel, Planet Hollywood would be required to terminate the Development Agreement
21 pursuant to Paragraph 4.2.5 of the Development Agreement.

22 24. Rather than disassociate from GRB, Seibel attempted more deception. He argued
23 to Planet Hollywood that he had "assigned" his interests and therefore was not associated with
24 GRB any further, which was untrue.

25 25. Planet Hollywood determined "in its sole discretion" that Seibel's relationship with
26 GRB was not subject to cure, and exercised its contractual right, pursuant to Paragraphs 4.2.5 and
27 11.2 of the Development Agreement, to terminate the Development Agreement.
28

1 26. Planet Hollywood terminated the Development Agreement on or about September
2 2, 2016.

3 27. As a result of Siebel's conduct, Planet Hollywood has been forced to retain the
4 services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore
5 entitled to all of its attorneys' fees and costs associated with bringing this action.

6 **FIRST CAUSE OF ACTION**

7 ***(Fraudulent Concealment)***

8 28. Planet Hollywood hereby repeats, realleges, and incorporates all of the allegations
9 contained in the preceding Paragraphs as though fully set forth herein.

10 29. Siebel concealed material facts from Planet Hollywood, including that he sought
11 and was denied amnesty for tax evasion in 2009, that he was being investigated for tax evasion;
12 and that he pled guilty to one count of obstructing or impeding the due administration of the
13 internal revenue laws under 26 U.S.C. § 7212(a), a Class E felony on or about April 18, 2016.

14 30. Siebel was under a duty to disclose these wrongdoings to Caesars. Specifically, as
15 a GR Associate, Siebel was required to disclose these material facts before and after execution of
16 the Development Agreement and provide certain disclosures to Planet Hollywood to allow it to
17 complete suitability investigations.

18 31. Siebel intentionally concealed his wrongdoings from Planet Hollywood to avoid
19 termination of the Development Agreement.

20 32. Planet Hollywood was unaware until media reports surfaced that Siebel had
21 sought and was denied amnesty, that he was being investigated for tax evasion, or that he pled
22 guilty to one count of obstructing or impeding the due administration of the internal revenue laws
23 under 26 U.S.C. § 7212(a), a Class E felony on or about April 18, 2016.

24 33. Had Planet Hollywood been aware of Siebel's wrongdoings, it would have not
25 continued doing business with Siebel and would have terminated its relationship with Siebel and
26 his companies.

35. As a result of Siebel's conduct, Planet Hollywood has been forced to retain the services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

(Civil Conspiracy)

36. Planet Hollywood hereby repeats, realleges, and incorporates all of the allegations contained in the preceding Paragraphs as though fully set forth herein.

37. Siebel and DOE and/or ROE Defendants knowingly acted in concert with each other, intending to accomplish an unlawful objective for the purpose of harming Planet Hollywood.

38. Specifically, Siebel and DOE and/or ROE Defendants conspired to conceal material facts related to Siebel's wrongdoings, including, but not limited to, tax evasion in an effort to harm Planet Hollywood.

39. As a direct and proximate result of Siebel's acts and omissions, Planet Hollywood has suffered and will continue to suffer damages in an amount to be proven at trial, but in any event in excess of \$15,000.00.

40. As a result of Counter-Defendants' conduct, Planet Hollywood has been forced to retain the services of PISANELLI BICE PLLC to address the conduct complained of herein and is therefore entitled to all of its attorneys' fees and costs associated with bringing this action.

WHEREFORE, Planet Hollywood prays for judgment against Siebel and demands as follows:

1. That Siebel's Complaint be dismissed with prejudice, with Siebel taking nothing thereby;

2. That judgment be entered in favor of Planet Hollywood and against Siebel on all of Plaintiff's claims;

3. For an award of special and compensatory damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), to be determined upon proof at trial, against Siebel;

4. For an award of pre- and post-judgment interest until the judgment is paid in full;

5. For declaratory relief as requested herein;

6. For an award of attorney fees and costs of suit; and

7. For such other and further relief as this Court deems just and proper.

DATED this 21st day of July 2017.

PISANELLI BICE PLLC

By: 

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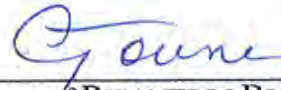
Attorneys for Planet Hollywood/Counterclaimant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of July 2017, I caused to be sent via the Court's E-Filing/E-Service system, a true and correct copy of the above and foregoing **ANSWER TO FIRST AMENDED COMPLAINT AND COUNTERCLAIM** properly addressed to the following:

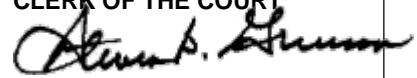
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Attorneys for Defendant Gordon Ramsay

DISTRICT COURT
CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively as Nominal Plaintiff on
behalf of Real Party in Interest GR BURGR LLC,
a Delaware limited liability company;

CASE NO: A-17-751759-B

DEPT. NO.: XV

Plaintiff,

vs.

DEFENDANT GORDON RAMSAY'S
ANSWER AND AFFIRMATIVE
DEFENSES TO FIRST AMENDED
VERIFIED COMPLAINT

PHWLV, LLV a Nevada limited liability
company; GORDON RAMSAY, an individual;

Defendant,

GR BURGR LLC, a Delaware limited liability
company,

Nominal Defendant.

/

Defendant Gordon Ramsay ("Ramsay"), by and through his undersigned counsel, without
admission of the legal sufficiency thereof and responding only to the factual allegations therein,
states as follows for his Answer and Affirmative Defenses to the First Amended Verified
Complaint (the "Complaint") filed by Rowen Seibel ("Seibel") derivatively on behalf of GR
BURGR, LLC ("GRB"):

//

I. PARTIES AND JURISDICTION

1
2 1. Ramsay is without sufficient information to admit or deny the allegations in
3 paragraph 1, and basing his denial on this ground, denies those allegations.

4 2. Ramsay admits the allegations in paragraph 2.

5 3. The allegations in paragraph 3 state legal conclusions to which no answer is
6 required. To the extent an answer is required, Ramsay admits that venue is proper in Clark County,
7 Nevada but denies the remainder of the allegations contained in paragraph 3.

8 4. The allegations contained in paragraph 4 are directed at unnamed entities or persons
9 and, therefore, no response is required. To an extent a response is required, Ramsay is without
10 sufficient information to admit or deny the allegations in paragraph 4 and therefore denies the
11 same. To the extent that the allegations are directed at Ramsay, Ramsay denies each and every
12 allegation in paragraph 4.

13 5. The allegations contained in paragraph 5 state legal conclusions to which no answer
14 is required. To the extent an answer is required, denied.

15 6. The allegations contained in paragraph 6 state legal conclusions to which no answer
16 is required. To the extent an answer is required, denied.

17 7. The allegations contained in paragraph 7 state legal conclusions to which no answer
18 is required. To the extent an answer is required, denied.

19 8. For each and every paragraph, allegation, and claim asserted in the Complaint,
20 Ramsay repeats, re-alleges, and expressly incorporates each and every answer set forth in the
21 preceding paragraphs.

II. DERIVATIVE ALLEGATIONS

22
23 9. Ramsay admits that (a) GRB is a Delaware limited liability company, (b) Seibel and
24 GRUS each owns a 50% membership interest in GRB, (c) GRUS is a Delaware limited partnership
25 (d) Kavalake is the general partner of GRUS, (e) Ramsay is a director of Kavalake, (f) Seibel and
26 Stuart Gillies are, or were, managers of GRB, and (g) Seibel appointed himself as manager of
27 GRB, and GRUS appointed Stuart Gillies as manager. Ramsay is without sufficient information to
28 admit or deny the allegations in paragraph 9 regarding Seibel's citizenship, and basing his denial

1 on this ground, denies that allegation.

2 10. Ramsay denies each and every allegation in paragraph 10, except Ramsay admits
3 that Seibel has been a member and manager of GRB at all relevant times and that Seibel claims to
4 pursue this lawsuit derivatively on behalf of GRB.

5 11. Ramsay admits the allegations in paragraph 11, but avers that operating agreement
6 was terminated on September 27, 2016.

7 12. Ramsay states that the Delaware Code section cited in paragraph 12 speaks for
8 itself and denies each and every allegation in paragraph 12 to the extent the allegations are
9 inconsistent with the Delaware Code.

10 13. Ramsay states that the Delaware Code section cited in paragraph 13 speaks for
11 itself and denies each and every allegation in paragraph 13 to the extent the allegations are
12 inconsistent with the Delaware Code.

13 14. Ramsay states that GRB's operating agreement speaks for itself and denies each
14 and every allegation in paragraph 14 to the extent inconsistent with GRB's operating agreement.

15 15. Ramsay states that Nev. R. Civ. P. 23.1 speaks for itself and denies each and every
16 allegation in paragraph 15 to the extent the allegations are inconsistent with Nev. R. Civ. P. 23.1.
17 Ramsay generally denies the contents of Seibel's declaration attached to the Complaint as Exhibit
18 1 to the extent that the allegations in paragraph 15 can be read to incorporate Seibel's declaration
19 into the Complaint.

20 16. Ramsay denies each and every allegation in paragraph 16, except Ramsay admits
21 that GRUS filed a petition for an order dissolving GRB in Delaware.

22 17. Ramsay denies each and every allegation in paragraph 17, except Ramsay admits
23 that GRB owns the trademark "BURGR."

24 18. Ramsay denies each and every allegation in paragraph 18, except Ramsay states
25 that the GRB Operating Agreement speaks for itself.

26 19. Ramsay admits that in December 2012, Ramsay, GRB, and PHW Las Vegas, LLC
27 d/b/a Planet Hollywood by its manager PHW Manager, LLC entered into the Development
28 Agreement. Ramsay states that the Development Agreement speaks for itself and denies each and

every allegation in paragraph 19 to the extent inconsistent with the Development Agreement.

20. Ramsay is without sufficient information to admit or deny the allegations in paragraph 20 and therefore denies the same.

21. Ramsay denies that the term "Intellectual Property" as defined in paragraph 21 accurately identifies the property or rights owned by GRB, or licensed by GRB to PH under the Development Agreement. As to the remaining allegations, Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 21 that is inconsistent with the Development Agreement.

22. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 22 that is inconsistent with the Development Agreement.

23. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 23 that is inconsistent with the Development Agreement.

24. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 24 that is inconsistent with the Development Agreement.

25. Ramsay denies each and every allegation in paragraph 25.

26. Ramsay admits that GRB was paid the License Fee pursuant to the Development Agreement beginning in 2013 and continuing through a portion of 2016, and that the annualized total average License Fee paid during that period was approximately one million dollars per year. Ramsay denies each and every remaining allegation in paragraph 26.

27. Ramsay denies each and every allegation in paragraph 27.

28. Ramsay denies each and every allegation in paragraph 28, except Ramsay admits that (a) in January 2015, CEOC, and a number of its affiliates, filed for bankruptcy protection under Chapter 11 in the United States Bankruptcy Court, Northern District of Illinois, Eastern Division, and (b) PH was a not a debtor in the CEOC bankruptcy proceedings.

29. Ramsay denies each and every allegation in paragraph 29, except Ramsay admits: (a) that on June 8, 2015, Debtors in that jointly administered bankruptcy case *In re Caesars Entertainment Operating Company, Inc., et al.*, Case No 15-01145, pending in the United States Bankruptcy Court Northern District of Illinois Eastern Division, filed a motion to reject certain

1 executory contracts *nunc pro tunc*, including that certain Development and Operating Agreement,
2 dated as of April 4, 2012, by and between LLTQ Enterprises, LLC (“LLTQ”) and Desert Palace,
3 Inc. [ECF No. 1755]; and (b) that on June 15, 2015, LLTQ filed a preliminary objection to the
4 Debtors’ rejection motion [ECF No. 1774]; and (c) that on January 14, 2016, Debtors filed a
5 motion to reject certain existing restaurant agreements related to Ramsay and enter into new
6 restaurant agreements [ECF No. 3000]. Ramsay states that the publically-filed documents speak
7 for themselves and denies each and every allegation in paragraph 29 that is inconsistent with those
8 documents.

9 30. Ramsay is without sufficient information to admit or deny the allegations in
10 paragraph 30, and basing his denial on this ground, denies those allegations.

11 31. Ramsay denies each and every allegation in paragraph 31.

12 32. Ramsay denies each and every allegation in paragraph 32.

13 33. Ramsay denies each and every allegation in paragraph 33.

14 34. Ramsay denies each and every allegation in paragraph 34, except that Ramsay
15 admits that commencing with the payment for the first quarter of 2016, and continuing through
16 September 21, 2016, GRUS was paid directly 50% of the monies due under the Development
17 Agreement, and GRB was paid the remaining 50% of those monies for the account of Seibel.

18 35. Ramsay denies each and every allegation in paragraph 35, except Ramsay admits
19 that Seibel sent a letter dated April 11, 2016 to GRUS requesting that GRUS consent to, among
20 other things, a transfer of Seibel’s interest in GRB to The Seibel Family 2016 Trust.

21 36. Ramsay denies each and every allegation in paragraph 36, except Ramsay admits
22 that on August 19, 2016, judgment was entered on Seibel’s felony guilty plea in the Southern
23 District of New York. Ramsay states that the judgment speaks for itself and denies each and every
24 allegation in paragraph 36 that is inconsistent with that judgment.

25 37. Ramsay denies each and every allegation in paragraph 37 directed towards Ramsay,
26 except Ramsay admits that Seibel failed or refused to disclose—and as a result Ramsay was not
27 aware of—the tax investigation that resulted in the felony judgment against Seibel in April 2016.
28 Ramsay is without sufficient information to admit or deny the allegations in paragraph 37

1 regarding whether PH was aware of the tax investigation in April 2016, and basing his denial on
2 this ground, denies that allegation.

3 38. Ramsay denies each and every allegation in paragraph 38, except that Ramsay
4 states that the letter dated September 21, 2016 sent to GRB speaks for itself and denies each and
5 every allegation in paragraph 38 that is inconsistent with the letter.

6 39. Ramsay denies each and every allegation in paragraph 39.

7 40. Ramsay denies each and every allegation in paragraph 40.

8 41. Ramsay is without sufficient information to admit or deny the allegations in
9 paragraph 41, and basing his denial on this ground, denies those allegations.

10 42. Ramsay is without sufficient information to admit or deny the allegations in
11 paragraph 42, and basing his denial on this ground, denies those allegations.

12 43. Ramsay is without sufficient information to admit or deny the allegations in
13 paragraph 43, and basing his denial on this ground, denies those allegations.

14 44. Ramsay denies each and every allegation in paragraph 44.

15 45. Ramsay denies each and every allegation in paragraph 45, except that Ramsay
16 admits that GRUS did not consent to Seibel's proposal to transfer his interest in GRB to The
17 Seibel Family 2016 Trust.

18 46. Ramsay is without sufficient information to admit or deny the allegations directed
19 at PH in paragraph 46, and basing his denial on this ground, denies those allegations. Ramsay
20 denies each and every allegation in paragraph 46 to the extent those allegations are directed at
21 Ramsay.

22 47. Ramsay is without sufficient information to admit or deny the allegations directed
23 at PH in paragraph 47, and basing his denial on this ground, denies those allegations. Ramsay
24 denies each and every allegation in paragraph 47 to the extent those allegations are directed at
25 Ramsay.

26 48. Ramsay denies each and every allegation in paragraph 48.

27 49. Ramsay denies each and every allegation in paragraph 49.

28 50. Ramsay denies each and every allegation in paragraph 50, except that Ramsay is

1 without sufficient information to admit or deny the allegations directed at PH regarding the
2 relationships between Caesars and other affiliates of PH with persons or entities that are not parties
3 to this lawsuit, and therefore denies the same.

4 51. Ramsay denies each and every allegation in paragraph 51, except that Ramsay is
5 without sufficient information to admit or deny the allegations directed at PH regarding the
6 relationships between Caesars and other affiliates of PH with persons or entities that are not parties
7 to this lawsuit, and basing his denial on this ground, denies those allegations.

8 52. Ramsay denies each and every allegation in paragraph 52, except that Ramsay is
9 without sufficient information to admit or deny the allegations directed at PH regarding the
10 relationships between Caesars and other affiliates of PH with persons or entities that are not parties
11 to this lawsuit, and basing his denial on this ground, denies those allegations.

12 53. Ramsay denies each and every allegation in paragraph 53.

13 54. Ramsay states that the Development Agreement speaks for itself and denies each
14 and every allegation in paragraph 54 that is inconsistent with the Development Agreement.

15 55. Ramsay states that the Development Agreement speaks for itself and denies each
16 and every allegation in paragraph 55 that is inconsistent with the Development Agreement.

17 56. Ramsay denies each and every allegation in paragraph 56, except that Ramsay
18 admits that the Restaurant remained open for business through March 31, 2017 and that PH has
19 accrued but not paid the License Fee during the wind-up period. Ramsay is without sufficient
20 information to admit or deny the allegation regarding the annual profits generated by the
21 Restaurant during the wind-up period, and basing his denial on this ground, denies that allegation.

22 57. Ramsay denies each and every allegation in paragraph 57, except that Ramsay
23 admits that following termination of the Development Agreement the Restaurant remained open
24 and continued to use the GRB Marks and General GR Materials during the wind-up period, and
25 admits that some portion of the accrued license fees was paid to GRUS in error after this action
26 was filed, which payment was promptly returned by GRUS.

27 58. Ramsay is without sufficient information to admit or deny the allegations in
28 paragraph 58, and basing his denial on this ground, denies those allegations.

59. Ramsay denies each and every allegation in paragraph 59 to the extent those allegations are directed at Ramsay.

60. Ramsay denies each and every allegation in paragraph 60, except that Ramsay admits that PH is operating a new restaurant, called Gordon Ramsay Burger, at the location previously occupied by the restaurant known as “BURGR Gordon Ramsay” and that neither GRB nor Seibel has an interest in the new restaurant.

61. Ramsay admits that the new restaurant Gordon Ramsay Burger uses some of the décor, kitchen and dining room equipment and features a limited number of menu items that were previously offered at BURGR Gordon Ramsay, but denies the remaining allegations in Paragraph 61, and denies that any of the common elements constitute rights protected or protectable by GRB pursuant to the Development Agreement.

62. Ramsay denies each and every allegation in paragraph 62.

63. Ramsay denies each and every allegation in paragraph 63, except that Ramsay admits that Ramsay applied to the USPTO to trademark “GORDON RAMSAY BURGER” and the USPTO refused the applied-for mark because of a likelihood of confusion with the registered mark “BURGR GORDON RAMSAY” owned by GR US Licensing L.P. Ramsay avers that the license agreement referred to in this paragraph was terminated on September 22, 2016.

64. Ramsay denies each and every allegation in paragraph 64, and more specifically:

a. Ramsay denies each and every allegation in paragraph 64(a), except that Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 64(a) that is inconsistent with the Development Agreement.

b. Ramsay denies each and every allegation in paragraph 64(b).

c. Ramsay denies each and every allegation in paragraph 64(c).

d. Ramsay denies each and every allegation in paragraph 64(d).

65. Ramsay denies each and every allegation in paragraph 65, except that Ramsay admits that PH owes certain accrued, but unpaid, License Fees for a period of time that PH operated the restaurant known as “BURGR Gordon Ramsay.”

66. Ramsay admits that Plaintiff is seeking an award of its fees and costs, but denies

1 that Plaintiff is entitled to the requested relief from Ramsay. Ramsay further states that the
2 Development Agreement speaks for itself and denies each and every allegation in paragraph 66
3 that is inconsistent with the Development Agreement.

4 67. Ramsay admits that GRB requests an accounting from PH. Ramsay denies each and
5 every remaining allegation of paragraph 67 to the extent those allegations are directed at Ramsay.

6 68. Ramsay admits that Seibel is requesting an award of his fees and costs, but denies
7 that Seibel is entitled to the requested relief. Ramsay states that the Delaware Code section cited in
8 paragraph 68 speaks for itself and denies each and every allegation in paragraph 68 to the extent
9 the allegations are inconsistent with the Delaware Code.

10 **FIRST CAUSE OF ACTION**
11 **Breaches of Contract**
(Against All Defendants)

12 69. The allegations contained in paragraph 69 state legal conclusions to which no
13 answer is required. To the extent an answer is required, Ramsay admits that the Development
14 Agreement was a valid and enforceable contract among GRB, PH, and Ramsay until it was
15 terminated on September 21, 2016, and denies each and every remaining allegation in paragraph
16 69.

17 70. The allegations in paragraph 70 are not directed at Ramsay, and therefore do not
18 require a response. Ramsay denies each and every allegation in paragraph 70 to the extent those
19 allegations are directed at Ramsay, and more specifically:

- 20 a. Ramsay denies each and every allegation in paragraph 70(a).
- 21 b. Ramsay denies each and every allegation in paragraph 70(b).
- 22 c. Ramsay denies each and every allegation in paragraph 70(c).
- 23 d. Ramsay denies each and every allegation in paragraph 70(d), except that
24 Ramsay admits that PH owes certain accrued, but unpaid, License Fees for a period of time that
25 PH operated the restaurant known as "BURGR Gordon Ramsay."
- 26 e. Ramsay denies each and every allegation in paragraph 70(e).
- 27 f. Ramsay denies each and every allegation in paragraph 70(f).
- 28 g. Ramsay denies each and every allegation in paragraph 70(g).

1 71. Ramsay denies each and every allegation in paragraph 71, and more specifically:

2 a. Ramsay denies each and every allegation in paragraph 71(a).

3 b. Ramsay denies each and every allegation in paragraph 71(b).

4 c. Ramsay denies each and every allegation in paragraph 71(c).

5 d. Ramsay denies each and every allegation in paragraph 71(d).

6 e. Ramsay denies each and every allegation in paragraph 71(e).

7 f. Ramsay denies each and every allegation in paragraph 71(f).

8 72. Ramsay denies each and every allegation in paragraph 72, except that Ramsay
9 admits that PH owes certain accrued, but unpaid, License Fees for a period of time that PH
10 operated the restaurant known as “BURGR Gordon Ramsay.”

11 73. Ramsay admits that GRB is seeking an award of its fees and costs, but denies that
12 GRB is entitled to the requested relief from Ramsay.

13 **SECOND CAUSE OF ACTION**
14 **Contractual Breaches of the Implied Covenant of Good Faith and Fair Dealing**
 (Against All Defendants)

15 74. The allegations contained in paragraph 74 state legal conclusions to which no
16 answer is required. To the extent an answer is required, Ramsay admits that Nevada recognizes the
17 implied covenant of good faith and fair dealing but denies that Ramsay violated any implied
18 covenant.

19 75. The allegations contained in paragraph 75 state legal conclusions to which no
20 answer is required. To the extent an answer is required, Ramsay admits that the Development
21 Agreement was a binding and enforceable contract that has been terminated and that Nevada
22 recognizes the implied covenant of good faith and fair dealing but denies that Ramsay violated any
23 implied covenant.

24 76. The allegations in paragraph 76 are not directed at Ramsay, and therefore do not
25 require a response. Ramsay denies each and every allegation in paragraph 76 to the extent those
26 allegations are directed at Ramsay, and more specifically:

27 a. Ramsay denies each and every allegation in paragraph 76(a).

28 b. Ramsay denies each and every allegation in paragraph 76(b).

- 1 c. Ramsay denies each and every allegation in paragraph 76(c).
2 d. Ramsay denies each and every allegation in paragraph 76(d).
3 e. Ramsay denies each and every allegation in paragraph 76(e).
4 f. Ramsay denies each and every allegation in paragraph 76(f).
5 g. Ramsay denies each and every allegation in paragraph 76(g).
6 h. Ramsay denies each and every allegation in paragraph 76(h), except that
7 Ramsay admits that PH owes certain accrued, but unpaid, License Fees for a period of time that
8 PH operated the restaurant known as “BURGR Gordon Ramsay.”
9 i. Ramsay denies each and every allegation in paragraph 76(i).
10 j. Ramsay denies each and every allegation in paragraph 76(j).
11 k. Ramsay denies each and every allegation in paragraph 76(k).
12 l. Ramsay is without sufficient information to admit or deny the allegations in
13 paragraph 76(l), and basing his denial on this ground, denies those allegations.
14 m. Ramsay denies each and every allegation in paragraph 76(m).
15 n. Ramsay denies each and every allegation in paragraph 76(n).
16 o. The allegations in paragraph 76(o) state legal conclusions to which no
17 answer is required. To the extent an answer is required, Ramsay is without sufficient information
18 to admit or deny the allegations in paragraph 76(o) directed at PH, and basing his denial on this
19 ground, denies those allegations.
20 77. Ramsay denies each and every allegation in paragraph 77, and more specifically:
21 a. Ramsay denies each and every allegation in paragraph 77(a).
22 b. Ramsay denies each and every allegation in paragraph 77(b).
23 c. Ramsay denies each and every allegation in paragraph 77(c).
24 d. Ramsay denies each and every allegation in paragraph 77(d).
25 e. Ramsay denies each and every allegation in paragraph 77(e).
26 f. Ramsay denies each and every allegation in paragraph 77(f).
27 g. Ramsay denies each and every allegation in paragraph 77(g).
28 h. Ramsay denies each and every allegation in paragraph 77(h).

i. Ramsay denies each and every allegation in paragraph 77(i).

j. Ramsay denies each and every allegation in paragraph 77(j).

78. Ramsay denies each and every allegation in paragraph 78, except that Ramsay acknowledges that PH owes certain accrued, but unpaid, License Fees for a period of time that PH operated the restaurant known as "BURGR Gordon Ramsay."

79. Ramsay admits that GRB is seeking an award of its fees and costs, but denies that GRB is entitled to the requested relief from Ramsay.

THIRD CAUSE OF ACTION
Unjust Enrichment
(Against All Defendants)

80. Ramsay adopts and incorporates by reference his responses to the preceding paragraphs as if fully set out herein.

81. The allegations in paragraph 81 are not directed at Ramsay, and therefore do not require a response. In addition, the allegations contained in paragraph 81 state legal conclusions to which no answer is required. To the extent an answer is required, Ramsay admits the Development Agreement conferred certain benefits upon PH, but denies each and every remaining allegation in paragraph 81.

82. The allegations in paragraph 82 are not directed at Ramsay, and therefore do not require a response. To the extent an answer is required, Ramsay denies each and every allegation in paragraph 82, except that Ramsay acknowledges that PH owes certain accrued, but unpaid, License Fees for a period of time that PH operated the restaurant known as "BURGR Gordon Ramsay."

83. Ramsay denies each and every allegation in paragraph 83.

84. Ramsay denies each and every allegation in paragraph 84.

85. Ramsay denies each and every allegation in paragraph 85.

FOURTH CAUSE OF ACTION
Civil Conspiracy
(Against All Defendants)

86. Ramsay denies each and every allegation in paragraph 86.

87. Ramsay denies each and every allegation in paragraph 87.

1 88. Ramsay denies each and every allegation in paragraph 88, except Ramsay admits
2 that (a) GRUS did not consent to Seibel's proposal to transfer his interest in GRB to The Seibel
3 Family 2016 Trust, resign as manager of GRB, and appoint Craig Green as manager of GRB, and
4 (b) Ramsay and GRUS demanded that Seibel disassociate from GRB.

5 89. Ramsay denies each and every allegation in paragraph 89, except that Ramsay
6 states the letter dated September 15, 2016 from Dan R. Reaser to Mark A. Clayton speaks for itself
7 and denies each and every allegation in paragraph 89 that is inconsistent with that letter.

8 90. The allegations in paragraph 90 are not directed at Ramsay, and therefore do not
9 require a response. To the extent an answer is required, Ramsay denies each and every allegation
10 in paragraph 90.

11 91. Ramsay denies each and every allegation in paragraph 91, except that Ramsay
12 admits that the Development Agreement was terminated on September 21, 2016 pursuant to
13 Section 4.2.5 on grounds that GRB failed to dissociate with an Unsuitable Person.

14 92. Ramsay denies each and every allegation in paragraph 92.

15 **IV. ADDITIONAL REQUESTS FOR RELIEF**

16 **A. Request for Specific Performance Against PH**

17 93. The allegations contained in paragraph 93 state legal conclusions to which no
18 answer is required. Moreover, the quoted text set forth in paragraph 93 does not contain a citation
19 to the origin of the purported authority. To the extent an answer is required, Ramsay denies each
20 and every allegation in paragraph 93.

21 94. Ramsay states that the Development Agreement speaks for itself and denies each
22 and every allegation in paragraph 94 that is inconsistent with the Development Agreement.

23 95. The allegations contained in paragraph 95 state legal conclusions to which no
24 answer is required. To the extent an answer is required, Ramsay states that the Development
25 Agreement speaks for itself and denies each and every allegation in paragraph 95 that is
26 inconsistent with the Development Agreement.

27 96. Ramsay denies each and every allegation in paragraph 96, except that Ramsay
28 admits that PH owes certain accrued, but unpaid, License Fees for a period of time that PH

operated the restaurant known as “BURGR Gordon Ramsay.”

97. Ramsay denies each and every allegation in paragraph 97.

98. The allegations contained in paragraph 98 state legal conclusions to which no answer is required. To the extent an answer is required, Ramsay avers that GRB performed its obligations under the Development Agreement but that actions and inaction of Seibel provided grounds for PH to terminate the Development Agreement.

99. Ramsay admits that Plaintiff requests an order compelling PH to pay the License fee to GRB, and additional relief identified in paragraph 99. Ramsay denies each and every allegation in paragraph 99 to the extent those allegations are directed at Ramsay.

B. Request for Declaratory Relief Against PH Under Nev. Rev. Stat. § 30 re: the Validity of the Alleged Termination of the Development Agreement.

100. Ramsay denies each and every allegation in paragraph 100, except that Ramsay admits that Plaintiff seeks an order declaring that the Development Agreement was not properly terminated and that it therefore remains in full force and effect.

101. Ramsay admits the allegation in paragraph 101 that GRB entered into the Development Agreement with PHW Las Vegas, LLC dba Planet Hollywood by its manager, PHW Manager, LLC, and Ramsay.

102. Ramsay admits that the Development Agreement identified PHW Manager, LLC as the manager of PHW Las Vegas, LLC, and states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 102 that is inconsistent with the Development Agreement.

103. Ramsay is without sufficient information to admit or deny the allegations in paragraph 103, and basing his denial on this ground, denies those allegations.

104. Ramsay states that the letter dated September 21, 2016 from M. Clayton to Ramsay, GRB, B. Ziegler, and M. Thomas speaks for itself and denies each and every allegation in paragraph 104 that is inconsistent with that letter.

105. The allegations contained in paragraph 105 state legal conclusions to which no answer is required. To the extent an answer is required, denied.

1 106. The allegations contained in paragraph 106 state legal conclusions to which no
2 answer is required. To the extent an answer is required, denied.

3 107. The allegations in paragraph 107 are not directed at Ramsay, and therefore do not
4 require a response. To the extent an answer is required, Ramsay denies each and every allegation
5 in paragraph 107.

6 108. The allegations contained in paragraph 108 state legal conclusions to which no
7 answer is required. To the extent an answer is required, denied.

8 109. Ramsay admits that Plaintiff seeks the relief identified in paragraph 109, but
9 Ramsay denies that Plaintiff is entitled to the relief sought.

10 110. Ramsay admits that Plaintiff requests additional relief identified in paragraph 110,
11 but Ramsay denies that Plaintiff is entitled to the relief sought.

12 **C. Declaratory Relief Against All Defendants Under Nev. Rev. Stat. § 30 re: the Parties’**
13 **Rights and Obligations Under the Development Agreement.**

14 111. Ramsay denies each and every allegation in paragraph 111.

15 112. Ramsay admits that Plaintiff seeks a declaration concerning the items identified in
16 paragraph 112(a)-(f), but generally denies that Plaintiff is entitled to the relief sought, specifically:

17 a. Ramsay denies each and every allegation in paragraph 112(a).

18 b. Ramsay denies each and every allegation in paragraph 112(b).

19 c. Ramsay denies each and every allegation in paragraph 112(c).

20 d. Ramsay states that the Development Agreement speaks for itself and denies
21 each and every allegation in paragraph 112(d) that is inconsistent with the Development
22 Agreement, but admits that PH owes certain accrued, but unpaid, License Fees for a period of time
23 that PH operated the restaurant known as “BURGR Gordon Ramsay.”

24 e. Ramsay denies each and every allegation in paragraph 112(e).

25 f. Ramsay denies each and every allegation in paragraph 112(f).

26 113. Ramsay admits that Plaintiff requests additional relief identified in paragraph 113,
27 but Ramsay denies that Plaintiff is entitled to the relief sought.

28 //

D. Request for an Accounting from PH.

114. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 114 that is inconsistent with the Development Agreement.

115. The allegations in paragraph 115 are not directed at Ramsay, and therefore do not require a response. In addition, those allegations state legal conclusions to which no answer is required. To the extent an answer is required, Ramsay denies that Plaintiff is entitled to the relief sought.

116. Ramsay denies the allegations in paragraph 116.

117. Ramsay is without sufficient information to admit or deny the allegations in paragraph 117 directed at PH, and basing his denial on this ground, denies those allegations.

118. Ramsay admits that Plaintiff requests the relief identified in paragraph 118, but denies that Plaintiff is entitled to the relief sought from Ramsay.

E. Request for an Injunction / Restraining Order Against All Defendants

119. Ramsay states that the Development Agreement speaks for itself and denies each and every allegation in paragraph 119 that is inconsistent with the Development Agreement.

120. Ramsay denies each and every allegation in paragraph 120.

121. Ramsay denies each and every allegation in paragraph 121 that is directed at Ramsay. Ramsay also denies each and every allegation in paragraph 121 that is directed at PH, except that Ramsay acknowledges that PH owes certain accrued, but unpaid, License Fees for a period of time that PH operated the restaurant known as "BURGR Gordon Ramsay."

122. Ramsay admits that Plaintiff requests the relief identified in paragraph 122, but Ramsay denies that Plaintiff is entitled to the relief sought.

123. Ramsay denies each and every allegation in paragraph 123.

Ramsay denies each and every allegation set forth in the Complaint that is not expressly admitted above.

Ramsay denies that Plaintiff is entitled to the judgment or any further relief sought in its PRAYER FOR RELIEF set forth in paragraphs A-G on pages 25 of its Complaint against Ramsay.

1 **AFFIRMATIVE DEFENSES**

2 Ramsay's investigation of these claims is continuing. By this Answer, Ramsay waives no
3 affirmative defenses and reserves his right to amend the Answer to insert any subsequently
4 discovered and supported affirmative defenses.

5 **FIRST AFFIRMATIVE DEFENSE**

6 Plaintiff's Complaint and each and every claim for relief alleged therein fails to state a
7 claim against Ramsay upon which relief can be granted.

8 **SECOND AFFIRMATIVE DEFENSE**

9 Plaintiff's claims are barred, in whole or in part, because Seibel failed to comply with the
10 terms of the Development Agreement, including his failure to disclose that he was under
11 investigation by the Internal Revenue Service for violations of federal tax law, that he plead guilty
12 to violations of federal tax law, and that judgment was entered against him on his guilty plea in the
13 U.S. District Court for the Southern District of New York.

14 **THIRD AFFIRMATIVE DEFENSE**

15 Ramsay is entitled to rescission of the Development Agreement because his agreement was
16 obtained by fraudulent representations or omissions by Seibel regarding the fact that he had
17 committed, was committing, and was under investigation by the Internal Revenue Service for
18 violations of federal tax law at all relevant times, including on and before the effective date of the
19 Development Agreement.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 To the extent Plaintiff's claims are based in whole or in part on alleged oral promises or
22 statements, they are barred by the parol evidence rule, the doctrine of merger, integration, lack of
23 mutuality and failure of consideration.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 Plaintiff's claims are barred, in whole or in part, because Ramsay performed any and all
26 contractual, statutory, or equitable duties or action required by the Development Agreement,
27 except for those duties that were discharged or excused from performance.

28 //

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of fraud, unilateral mistake and/or mutual mistake.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff has no right to the distinctive trade name, service mark, trademark, logo, emblem and indica or origin, in the mark "BURGR Gordon Ramsay," as more particularly set forth on Exhibit B to the Development Agreement, or the name "Gordon Ramsay," for any purpose whatsoever. Moreover, Plaintiff has no right whatsoever to any specially created designs, and any and all copyrights and other intangible property rights in them and in any package design, label, package insert, signage, advertising, promotional or other material displaying the mark "BURGR Gordon Ramsay."

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the terms of the License Agreement between GRUS and Plaintiff. Plaintiff is barred from taking any action regarding infringement of the mark "BURGR Gordon Ramsay" or any other intellectual property owned by GRUS without the consent of GRUS, which consent has not been obtained.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of impracticability, impossibility, and frustration of purpose.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrines of laches, estoppel, waiver, unjust enrichment, and/or unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claim for breach of the covenant of good faith and fair dealing is barred by Seibel's own breach of that covenant.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to join necessary and indispensable parties.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel, quasi-estoppel and detrimental reliance.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of ratification and consent.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrines of impracticability, impossibility, and frustration of purpose.

FIFTEENTH AFFIRMATIVE DEFENSE

Seibel lacks standing to assert claims on behalf of GRB.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to injunctive relief on grounds that its request to enjoin termination of the Development Agreement is moot; adequate legal remedies are available; and Plaintiff has no rights to the mark "BURGR Gordon Ramsay," including any specially created designs or other material displaying the mark "BURGR Gordon Ramsay," the name Gordon Ramsay, or the PH Marks or Materials as that term is defined in the Development Agreement.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because it has failed to mitigate any damages or losses allegedly suffered, if any.

EIGHTEENTH AFFIRMATIVE DEFENSE

The damages, if any, that were allegedly sustained by Plaintiff as a result of the acts described in the Complaint were caused in whole or were contributed to in part by reason of the acts, omissions, negligence, and/or intentional misconduct of Seibel.

NINETEENTH AFFIRMATIVE DEFENSE

The damages, if any, that were allegedly sustained by Plaintiff as a result of the acts described in the Complaint were caused in whole or were contributed to in part by reason of the

1 acts, omissions, negligence, and/or intentional misconduct of one or more third parties over whom
2 Ramsay had no control.

3 **TWENTIETH AFFIRMATIVE DEFENSE**

4 Plaintiff has failed to plead any alleged acts or omissions of Ramsay sufficient to warrant
5 the consideration of general, expectation, consequential or compensatory damages.

6 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

7 Plaintiff lacks standing because Plaintiff has no right to the distinctive trade name, service
8 mark, trademark, logo, emblem and indica or origin, in the mark "BURGR Gordon Ramsay," as
9 more particularly set forth on Exhibit B to the Development Agreement, or the name "Gordon
10 Ramsay," for any purpose whatsoever. Moreover, Plaintiff has no right whatsoever to any
11 specially created designs, and any and all copyrights and other intangible property rights in them
12 and in any package design, label, package insert, signage, advertising, promotional or other
13 material displaying the mark "BURGR Gordon Ramsay." Claims for infringement, if any, are may
14 only be asserted by GRUS.

15 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

16 Plaintiff is in breach of the Development Agreement and therefore cannot assert claims for
17 breach of the Development Agreement against Ramsay.

18 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

19 Ramsay specifically gives notice that he intends to rely upon such other defenses as may
20 become available by law, pursuant to statute, or during discovery proceedings of this action, and
21 hereby reserve the right to amend his Answer and assert such defenses.

22 WHEREFORE, Ramsay demands the following relief:

23 A. That Plaintiff take nothing on its Complaint against Ramsay, that the Complaint be
24 dismissed with prejudice as to Ramsay, and that judgment be entered for Ramsay;

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- B. That Ramsay be awarded his costs of suit and attorneys' fees; and
- C. That the Court grant such further relief as the Court may deem just and proper.

Dated: July 21, 2017

FENNEMORE CRAIG, P.C.

/s/ Allen J. Wilt
ALLEN J. WILT
State Bar No. 4798
JOHN D. TENNERT
State Bar No. 11728
300 East Second Street - Suite 1510
Reno, Nevada 89501
Tel: (775) 788-2200
Fax: (775) 786-1177

Attorneys for Gordon Ramsay

CERTIFICATE OF SERVICE

I certify that I am an employee of FENNEMORE CRAIG, P.C., and that on this date, pursuant to FRCP 5(b), I am serving a true and correct copy of the attached DEFENDANT GORDON RAMSAY'S ANSWER AND AFFIRMATIVE DEFENSES TO FIRST AMENDED VERIFIED COMPLAINT on the parties set forth below by:

- X Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices
- Certified Mail, Return Receipt Requested
- Via Facsimile (Fax)
- Placing an original or true copy thereof in a sealed envelope and causing the same to be personally Hand Delivered
- Federal Express (or other overnight delivery)
- X E-service effected by Eighth Judicial District Court E-Filing Service

addressed as follows:

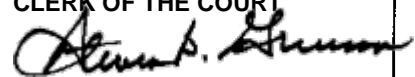
Daniel R. McNutt
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Attorneys for Plaintiff

James J. Pisanelli
Debra L. Spinelli
Brittnie T. Watkins
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101
Attorneys for PHWLTV, LLC

Dated: July 21, 2017

/s/ Meg F. Byrd
An employee of FENNEMORE CRAIG, P.C.

TAB 5



BCO

DISTRICT COURT
CLARK COUNTY, NEVADA

ROWEN SEIBEL, et al.,)	CASE NO. A-17-751759-B
)	DEPT NO. XV
Plaintiff(s),)	
)	
v.)	
)	
PHWLV LLC, et al.,)	
)	
Defendant(s),)	
)	

BUSINESS COURT ORDER

This BUSINESS COURT ORDER ("Order") is entered to reduce the costs of litigation, to assist the parties in resolving their disputes if possible and, if not, to reduce the costs and difficulties of discovery and trial. This Order may be amended or modified by the Court upon good cause shown, and is made subject to any Orders that have heretofore been entered herein. This case is deemed "complex" and is automatically exempt from Arbitration.

IT IS HEREBY ORDERED:

I. MANDATORY RULE 16 CONFERENCE

A. A mandatory Rule 16 conference with the Court and counsel/parties in proper person will be held on **August 28, 2017, at 10:30 a.m.**, unless before then the record shows that this case is in the Court-Annexed Arbitration Program.

B. **The following persons are required to attend the conference;**

- (1) trial or lead counsel for all parties; and
- (2) parties may attend. If counsel feels that the requirement of attendance of the parties is beneficial, please contact the department to schedule a conference call with the Judge for a determination. The conference call must be scheduled at least two days prior to the conference.

1 C. 5 days prior to the scheduled Mandatory Rule 16 Conference, parties shall exchange
2 their 16.1 Initial Disclosures and file a notice of compliance with the Court.

3 D. The purpose of this conference is to streamline discovery, expedite settlement or other
4 appropriate disposition of the case. Counsel/parties in proper person must be prepared to discuss the
5 following:

- 6 (1) status of 16.1 settlement discussions and a review of possible court assistance;
- 7 (2) alternative dispute resolution appropriate to this case;
- 8 (3) simplification of issues;
- 9 (4) the nature and timing of all discovery;
- 10 (5) whether the parties believe an Electronic Filing and Service Order should be
11 entered;
- 12 (6) an estimate of the volume of documents and/or electronic information likely to
13 be the subject of discovery in the case from parties and nonparties and whether there are
14 technological means, including but not limited to production of electronic images rather than paper
15 documents and any associated protocol, that may render document discovery more manageable at an
16 acceptable cost;
- 17 (7) identify any and all document retention/destruction policies including
18 electronic data;
- 19 (8) whether the appointment of a special master or receiver is necessary and/or
20 may aid in the prompt disposition of this action;
- 21 (9) any special case management procedures appropriate to this case;
- 22 (10) trial setting;
- 23 (11) other matters as may aid in the prompt disposition of this action; and
- 24 (12) identify any unusual issues that may impact discovery.

25 E. Parties desiring a settlement conference before another judge shall so notify the court
26 at the setting.
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1 F. The Plaintiff is responsible for serving a copy of this Order upon counsel for all parties
2 who have not formally appeared in this case as of the date of the filing of this order.

3 **II. PRETRIAL MOTIONS**

4 A. Any requests for injunctive relief must be made with notice to the opposing party
5 unless extraordinary circumstances exist. All parties shall advise the Court in writing if there is an
6 agreement to consolidate the trial on the merits with the preliminary injunction hearing pursuant to
7 NRCp 65(a)(2).

8 B. Any motions which should be addressed prior to trial – including motions for
9 summary judgment – shall be served, filed and scheduled for hearing no later than 45 days before
10 trial.

11 C. Motions in limine shall be served, filed and scheduled for hearing no later than 45
12 days before trial. Except upon a showing of unforeseen extraordinary circumstances, the Court will
13 not shorten time for the briefing of any pretrial motions or orally presented after these deadlines.

14 **III. DISCOVERY**

15 A. All discovery disputes in this matter will be handled by the District Court Judge rather
16 than the Discovery Commissioner.

17 B. A continuance of trial does not extend the deadline for completing discovery. A
18 request for an extension of the discovery deadline, if needed, must be presented in compliance with
19 EDCR 2.35.

20 C. A party objecting to a written discovery request must, in the original objection,
21 specifically detail the reasons that support the objection, and include affidavits or other evidence for
22 any factual assertions upon which an objection is based. The responding party must also state
23 whether any documents or categories of documents are being withheld, and if so, which of the
24 objections form the basis to withhold otherwise responsive documents or categories of documents.

25 D. Documents produced in compliance with NRCp 16.1 or in response to a written
26 discovery request, must be consecutively Bates stamped or numbered and accompanied by an index
27 with a reasonably specific description of the documents.
28

1 E. Any party whether in compliance with NRCP 16.1 or in a response to a written
2 discovery request not producing all documents in its possession, custody or control, shall:

3 (1) identify any documents withheld with sufficient particularity to support a
4 Motion to Compel; and

5 (2) state the basis for refusing to produce the documents(s).

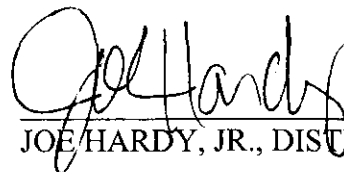
6 F. If photographs are produced in compliance with NRCP 16.1 or in a response to a
7 written discovery request, the parties are instructed to include one (1) set of color prints (Color laser
8 copies of sufficient clarity are acceptable), accompanied by a front page index, location depicted in
9 the photograph (with reasonable specificity) and the date the photograph was taken. If color laser
10 copies are deposited, any party wishing to view the original photographs shall make a request to do so
11 with the other party.

12 When a case is settled, counsel for the plaintiff and each unrepresented plaintiff of record shall
13 notify the District Court Judge within twenty-four (24) hours of the settlement and shall advise the
14 Court of the identity of the party or parties who will prepare and present the judgment, dismissal, or
15 stipulation of dismissal, which shall be presented within twenty (20) days of the notification of
16 settlement.

17 Failure to comply with any provision of this Pretrial Order may result in the imposition of
18 sanctions.

19 DATED this 28th day of July, 2017.

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JOE HARDY, JR., DISTRICT COURT

CERTIFICATE OF SERVICE

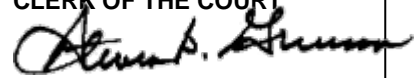
I hereby certify that on or about the date e-filed, the foregoing was e-served, e-mailed, mailed or a copy of the above document was placed in the attorney's folder in the Clerk's Office, or mailed to the following:

Daniel McNutt, Esq. drm@cmlawnv.com
James Pisanelli, Esq. jip@pisanellibice.com
Allen Wilt, Esq. awilt@fclaw.com



Judicial Executive Assistant

TAB 6



DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
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drm@cmlawnv.com
mcw@cmlawnv.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759-B

Dept. No.: 15

**PLAINTIFF'S REPLY TO DEFENDANT
PHWLTV, LLC'S COUNTERCLAIMS**

Plaintiff Rowen Seibel, individually and derivatively on behalf of GR BURGR LLC
("Plaintiff") hereby responds to the Counterclaims ("PH Counterclaims") of Defendant PHWLTV,
LLC ("PH") dated July 21, 2017, as follows:

1. Plaintiff admits the allegations contained in paragraph 1.
2. Plaintiff admits the allegations contained in paragraph 2.
3. Plaintiff denies knowledge or information sufficient to admit or deny the allegations
contained in Paragraph 3.
4. Paragraph 4 contains legal conclusions to which no response is required.

- 1 5. Plaintiff admits the allegations contained in paragraph 5.
- 2 6. Plaintiff admits the allegations contained in paragraph 6.
- 3 7. Plaintiff denies the allegations contained in paragraph 7, except admits, upon
4 information and belief, that PH is a Nevada gaming licensee and is subject to regulation of the
5 Nevada Gaming Commission.
- 6 8. Plaintiff denies knowledge or information sufficient to admit or deny the allegations
7 contained in Paragraph 8.
- 8 9. Plaintiff denies the allegations contained in paragraph 9, and refers to the
9 Development Agreement for the full and complete contents thereof.
- 10 10. Plaintiff denies knowledge or information sufficient to admit or deny the allegations
11 contained in Paragraph 10.
- 12 11. Plaintiff denies the allegations contained in paragraph 11, and refers to the
13 Development Agreement for the full and complete contents thereof.
- 14 12. Plaintiff denies the allegations contained in paragraph 12, and refers to the
15 Development Agreement for the full and complete contents thereof.
- 16 13. Plaintiff denies the allegations contained in paragraph 13, and refers to the
17 Development Agreement for the full and complete contents thereof.
- 18 14. Plaintiff denies the allegations contained in paragraph 14, and refers to the
19 Development Agreement for the full and complete contents thereof.
- 20 15. Plaintiff denies the allegations contained in paragraph 15, and refers to the
21 Development Agreement for the full and complete contents thereof.
- 22 16. Plaintiff denies the allegations contained in paragraph 16, except admits that in 2009
23 Plaintiff signed an application to participate in a voluntary disclosure program with the Internal
24 Revenue Service.
- 25 17. Plaintiff admits the allegations contained in paragraph 17.
- 26 18. Plaintiff admits the allegations contained in paragraph 18.
- 27 19. Plaintiff denies the allegations contained in paragraph 19.
- 28 20. Plaintiff denies the allegations contained in paragraph 20.

1 **AFFIRMATIVE AND OTHER DEFENSES**

2 **FIRST AFFIRMATIVE DEFENSE**

3 1. The Counterclaims, and each cause of action contained therein, fail to state a cause of
4 action upon which relief may be granted.

5 **SECOND AFFIRMATIVE DEFENSE**

6 2. The claims set forth in the Counterclaims are barred, in whole or in part, by the
7 doctrine of estoppels.

8 **THIRD AFFIRMATIVE DEFENSE**

9 3. The claims set forth in the Counterclaims are barred, in whole or in part, by the
10 doctrine of unclean hands.

11 **FOURTH AFFIRMATIVE DEFENSE**

12 4. The claims set forth in the Counterclaims are barred, in whole or in part, by the
13 doctrine of unjust enrichment.

14 **FIFTH AFFIRMATIVE DEFENSE**

15 5. The claims set forth in the Counterclaims are barred, in whole or in part, by a failure to
16 mitigate its damages.

17 **SIXTH AFFIRMATIVE DEFENSE**

18 6. The claims set forth in the Complaint are barred, in whole or in part, by virtue of PH's
19 breach of contract

20 **SEVENTH AFFIRMATIVE DEFENSE**

21 7. Plaintiff's claims are barred by its own culpable conduct

22 **EIGHTH AFFIRMATIVE DEFENSE**

23 8. At all relevant times, Plaintiff acted reasonably in good faith and with justification.

24 **NINTH AFFIRMATIVE DEFENSE**

25 9. PH's counterclaims are barred due to its breach of the implied covenant of good faith
26 and fair dealing.
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DATED: August 25, 2017.

/s/ Dan McNutt
DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
 625 South Eighth Street
 Las Vegas, Nevada 89101
Attorneys for Plaintiff

1 **CERTIFICATE OF MAILING**

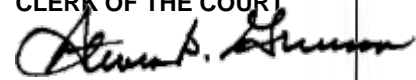
2 I HEREBY CERTIFY that pursuant to Nev. R. Civ. P. 5(b) and EDCR 8.05 on August 25,
3 2017, I caused service of the foregoing **PLAINTIFF'S REPLY TO DEFENDANT PHWLTV,**
4 **LLC'S COUNTERCLAIMS** by mailing a copy by United States Postal Service, postage prepaid,
5 via email, and/or via electronic mail through the United States District Court's CM/ECF system to the
6 following at their last known address and e-mail:

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20 /s/ Lisa A. Heller
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TAB 7



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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,

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

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

10 Caesars alleges as follows:

11 **PRELIMINARY STATEMENT**

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

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

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.
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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

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

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

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

26 19. Defendant LLTQ Enterprises, LLC is a Delaware limited liability company located
27 at 200 Central Park South, New York, New York 10019. In April 2012, Caesars Palace and LLTQ
28 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.

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.

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

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

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

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

24 31. The prior written disclosures referenced in the MOTI Agreement included and were
25 intended to include the information that Mr. Seibel provided in the MOTI Business Information
26 Form. Accordingly, MOTI was obligated to update the Business Information Form in accordance
27 with the provisions in the MOTI Agreement.
28

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
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

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.

1 (e) *The GR Burgr Agreement.*

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

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

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

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

25 73. The GRB Agreement provided Planet Hollywood with the ability to terminate the
26 GRB Agreement in its discretion if it determined that (i) GRB was not complying with its disclosure
27 obligations, or (ii) GRB or an Associated Party was an "Unsuitable Person." Specifically, the GRB
28 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
19 74. Under the GRB Agreement, an "Unsuitable Person" was defined as follows:

20 Any Person (a) whose association with PH 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 PH 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 PH 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 PH or its Affiliates are
28 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].

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(c) 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
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."

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

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

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: 

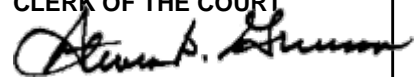
20 James J. Pisanelli, Esq., Bar No. 4027
21 Debra L. Spinelli, Esq., Bar No. 9695
22 M. Magali Mercera, Esq. Bar No. 11742
23 Brittanie T. Watkins, Esq., Bar No. 13612
24 400 South 7th Street, Suite 300
25 Las Vegas, Nevada 89101

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

TAB 8



BCO

DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, et al.,)	Case No. A-17-751759-B
)	Dept No. XV
Plaintiff(s),)	
vs)	
)	
PHWLTV LLC, et al.,)	
)	
Defendant(s),)	

**BUSINESS COURT SCHEDULING ORDER AND ORDER SETTING CIVIL JURY TRIAL,
PRE-TRIAL CONFERENCE AND CALENDAR CALL**

This BUSINESS COURT SCHEDULING ORDER AND TRIAL SETTING ORDER ("Scheduling Order") is entered following the Mandatory 16.1 Conference. Pursuant to NRCP 16.1(f) this case has been deemed complex and all discovery disputes will be resolved by this Court. This Order may be amended or modified by the Court upon good cause shown.

IT IS HEREBY ORDERED that the parties will comply with the following deadlines:

Discovery Cut-Off: **05/23/18¹**

Motions in Limine and Dispositive Motions to be filed by: **06/22/18**

IT IS HEREBY FURTHER ORDERED THAT:

A. The above entitled case is set to be tried to a jury on a **five week stack** to begin, **Tuesday, September 4, 2018, at 10:30 a.m.**

B. A Pre-Trial Conference with the designated attorney and/or parties in proper person will be held on **Monday, August 13, 2018, at 8:30 a.m.**

C. A calendar call will be held on **Wednesday, August 29, 2018, at 8:30 a.m.** Parties must bring to Calendar Call the following:

¹ Parties will coordinate dates that correlate with the discovery cut-off.

- (1) Typed exhibit lists;
- (2) List of depositions;
- (3) List of equipment needed for trial, including audiovisual equipment;² and
- (4) Courtesy copies of any legal briefs on trial issues.

D. Parties are to appear on **Monday, July 16, 2018, at 9:30 a.m.** for a Status Check on the matter.

E. The Pre-Trial Memorandum must be filed no later than **Friday, August 10, 2018, at 4:00 p.m.**, with a courtesy copy delivered to Department XV. All parties, (Attorneys and parties in proper person) **MUST** comply with **All REQUIREMENTS** of E.D.C.R. 2.67, 2.68 and 2.69. Counsel should include in the Memorandum an identification of orders on all motions in limine or motions for partial summary judgment previously made, a summary of any anticipated legal issues remaining, a brief summary of the opinions to be offered by any witness to be called to offer opinion testimony as well as any objections to the opinion testimony.

F. All original depositions anticipated to be used in any manner during the trial must be delivered to the clerk prior to the final Pre-Trial Conference. If deposition testimony is anticipated to be used in lieu of live testimony, a designation (by page/line citation) of the portions of the testimony to be offered must be filed and served by facsimile or hand, two (2) judicial days prior to the final Pre-Trial Conference. Any objections or counterdesignations (by page/line citation) of testimony must be filed and served by facsimile or hand, one (1) judicial day prior to the final Pre-Trial Conference commencement. Counsel shall advise the clerk prior to publication.

G. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits. All exhibits must comply with EDCR 2.27. Two (2) sets must be three hole punched placed in three ring binders along with the exhibit list. The sets must be delivered to the clerk prior to the final Pre-Trial Conference. Any demonstrative exhibits including exemplars anticipated to be used must be

² If counsel anticipate the need for audio visual equipment during the trial, a request must be submitted to the District Courts AV department following the calendar call. You can reach the AV Dept at 671-3300 or via E-Mail at CourtHelpDesk@ClarkCountyCourts.us

1 disclosed prior to the calendar call. Pursuant to EDCR 2.68, at the final Pre-Trial Conference,
2 counsel shall be prepared to stipulate or make specific objections to individual proposed exhibits.
3 Unless otherwise agreed to by the parties, demonstrative exhibits are marked for identification but
4 not admitted into evidence.

5 H. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be
6 included in the Jury Notebook. Pursuant to EDCR 2.68, at the final Pre-Trial Conference, counsel
7 shall be prepared to stipulate or make specific objections to items to be included in the Jury
8 Notebook.

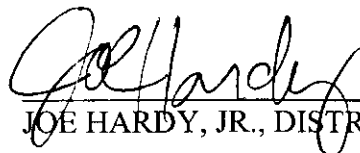
9 I. In accordance with EDCR 2.67, counsel shall meet and discuss preinstructions to the
10 jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall
11 provide the Court, at the final Pre-Trial Conference, an agreed set of jury instructions and proposed
12 form of verdict along with any additional proposed jury instructions with an electronic copy in Word
13 format.

14 J. In accordance with EDCR 7.70, counsel shall file and serve by facsimile or hand, two
15 (2) judicial days prior to the final Pre-Trial Conference voir dire proposed to be conducted pursuant
16 to conducted pursuant to EDCR 2.68.

17 **Failure of the designated trial attorney or any party appearing in proper person to**
18 **appear for any court appearances or to comply with this Order shall result in any of the**
19 **following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation**
20 **of trial date; and/or any other appropriate remedy or sanction.**

21 Counsel is required to advise the Court immediately when the case settles or is otherwise
22 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate whether
23 a Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A copy
24 should be given to Chambers.

25 DATED this 31st day of August, 2017.

26 
27 _____
28 JOE HARDY, JR., DISTRICT COURT

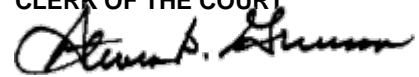
1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on or about the date e-filed, the foregoing was e-served, e-mailed,
3 mailed or a copy of the above document was placed in the attorney's folder in the Clerk's Office, or
4 mailed to the following:

5 Daniel McNutt, Esq. drm@cmlawnv.com
6 James Pisanelli, Esq. jip@pisanellibice.com
7 Allen Wilt, Esq. awilt@felaw.com

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Judicial Executive Assistant

TAB 9



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:

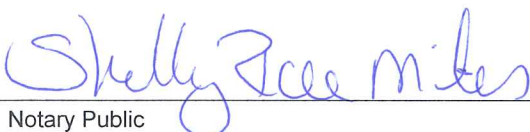
AFFIDAVIT OF SERVICE

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

WorkOrderNo 1706228



PA00174

TAB 10

Steven D. Grierson

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

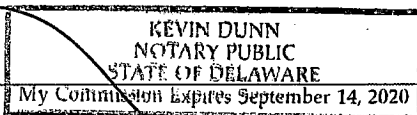
Denorris Britt, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the Summons to DNT Acquisition, LLC; 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



PA00175

TAB 11

Steven D. Grierson

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**

Desert Palace, Inc., et al.
vs
Rowen Seibel; et al.

Plaintiff(s)

Defendant(s)

Case No.: **A-17-760537-B**

Dept. No.: **XXVII**

Date:

Time:

AFFIDAVIT OF SERVICE

I, **Bradford Nielsen**, 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, licensed to serve civil process in the State of Nevada under license #604, 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 J. Jeffrey Fredrick; Complaint; Business Court Civil Cover Sheet** on the **8th** day of **September**, **2017** and served the same on the **9th** day of **September, 2017** at **11:35 am** by delivering and leaving a copy with the **Defendant(s), J. Jeffrey Frederick at 31 Grand Masters Dr., Las Vegas, NV 89141.**



State of Nevada, County of **Clark**

SUBSCRIBED AND SWORN to before me on this

11th day of **September** **2017**

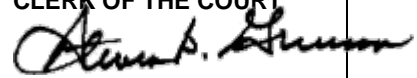
K.E. Murray
Notary Public **K.E. Murray**

Bradford Nielsen
Affiant - **Bradford Nielsen # R-065985**

Legal Process Service License # 604
WorkOrderNo **1706229** **PA00176**



TAB 12



ANS
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 J. Jeffrey Frederick

**EIGHTH JUDICIAL 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,

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

**DEFENDANT J. JEFFREY
FREDERICK'S ANSWER TO
PLAINTIFF'S COMPLAINT**

J. JEFFREY FREDERICK ("Frederick"), by and through counsel, hereby answers
the claims asserted by the above-captioned plaintiffs ("Plaintiffs") in their complaint filed on
August 25, 2017, as follows:

PRELIMINARY STATEMENT

1. Frederick recalls that six such agreements existed, but does not recall whether
he personally saw (and thus has personal knowledge of) any or all of the final contracts or
their contents. To the extent that he has seen final versions, he has forgotten the details of
their contents, and thus any such documents speak for themselves. Accordingly, due to lack
of specific knowledge, Frederick generally denies the allegations of Paragraph 1 on that
basis.

2. Frederick has no personal knowledge of the allegations made in this paragraph, and generally denies on that basis.

3. Frederick has no personal knowledge of the allegations made in this paragraph, and generally denies on that basis.

4. Frederick has no personal knowledge of the allegations made in this paragraph, and generally denies on that basis.

5. Frederick has no personal knowledge of the allegations made in this paragraph, and generally denies on that basis.

6. Frederick has no personal knowledge of the allegations made in this paragraph, and generally denies on that basis.

7. Frederick has no personal knowledge of the allegations made in this paragraph, and generally denies on that basis.

8. Plaintiff's complaint speaks for itself.

PARTIES, JURISDICTION, AND VENUE

9. Admit.

10. Admit.

11. Admit.

12. Frederick has no personal knowledge of the allegations made in this paragraph, and generally denies on that basis.

13. Frederick has no personal knowledge of the current residence of Mr. Seibel, but he did reside at that address in the past. Frederick has no personal knowledge of the remainder of the allegations made in this paragraph, and generally denies on that basis.

14. Frederick admits that the MOTI Agreement was negotiated in Nevada. He does not recall whether he personally saw (and thus has personal knowledge of) the final MOTI Agreement contract or its contents. To the extent that he has seen the final version, he has forgotten the details of its contents, and thus any such document speaks for itself. Accordingly, due to lack of specific knowledge, Frederick generally denies all other allegations of Paragraph 1 (excepting that negotiations occurred in Nevada) on that basis.

15. Frederick has no personal knowledge of the allegations made in this paragraph, and generally denies on that basis.

1 16. Frederick admits that the DNT Agreement was negotiated in Nevada. He
2 does not recall whether he personally saw (and thus has personal knowledge of) the final
3 DNT Agreement contract or its contents. To the extent that he has seen the final version, he
4 has forgotten the details of its contents, and thus any such document speaks for itself.
5 Accordingly, due to lack of specific knowledge, Frederick generally denies all other
6 allegations of Paragraph 1 (excepting that negotiations occurred in Nevada) on that basis.

7 17. Frederick admits that the TPOV Agreement was negotiated in Nevada. He
8 does not recall whether he personally saw (and thus has personal knowledge of) the final
9 TPOV Agreement contract or its contents. To the extent that he has seen the final version, he
10 has forgotten the details of its contents, and thus any such document speaks for itself.
11 Accordingly, due to lack of specific knowledge, Frederick generally denies all other
12 allegations of Paragraph 1 (excepting that negotiations occurred in Nevada) on that basis.

13 18. Frederick has no personal knowledge of the allegations made in this
14 paragraph, and generally denies on that basis.

15 19. Frederick admits that the LLTQ Agreement was primarily negotiated in
16 Nevada. He does not recall whether he personally saw (and thus has personal knowledge of)
17 the final LLTQ Agreement contract or its contents. To the extent that he has seen the final
18 version, he has forgotten the details of its contents, and thus any such document speaks for
19 itself. Accordingly, due to lack of specific knowledge, Frederick generally denies all other
20 allegations of Paragraph 1 (excepting that negotiations occurred in Nevada) on that basis.

21 20. Frederick has no personal knowledge of the allegations made in this
22 paragraph, and generally denies on that basis.

23 21. Frederick admits that the GRB Agreement was primarily negotiated in
24 Nevada. He does not recall whether he personally saw (and thus has personal knowledge of)
25 the final GRB Agreement contract or its contents. To the extent that he has seen the final
26 version, he has forgotten the details of its contents, and thus any such document speaks for
27 itself. Accordingly, due to lack of specific knowledge, Frederick generally denies all other
28 allegations of Paragraph 1 (excepting that negotiations occurred in Nevada) on that basis.

 22. Frederick admits that the FERG Agreement was primarily negotiated in
Nevada. He does not recall whether he personally saw (and thus has personal knowledge of)
the final FERG Agreement contract or its contents. To the extent that he has seen the final
version, he has forgotten the details of its contents, and thus any such document speaks for

1 itself. Accordingly, due to lack of specific knowledge, Frederick generally denies all other
2 allegations of Paragraph 1 (excepting that negotiations occurred in Nevada) on that basis.

3 23. Frederick has no personal knowledge of the allegations made in this
4 paragraph, and generally denies on that basis.

5 24. Frederick admits that his residence is 31 Grand Masters Drive. Frederick did
6 not sign any agreement in which Mr. Seibel purportedly assigned his duties and obligations
7 under the LLTQ, FERG, TPOV, and MOTI Agreements to Frederick. Deny that Frederick
8 currently considers Seibel to be his best friend, but admits that previously that was true, for a
9 while. Frederick has no personal knowledge of the allegations relating to Caesars
10 contentions made in this paragraph, and generally denies on that basis.

11 25. Admit.

12 **STATEMENT OF FACTS**

13 26. Admit that negotiations began in 2009. Frederick has no personal knowledge
14 of the remainder of the allegations made in this paragraph, and generally denies on that basis.

15 27. Admit that Caesars has a compliance program. Frederick has no personal
16 knowledge of the remainder of the allegations made in this paragraph, and generally denies
17 on that basis.

18 28. Although Frederick was involved in the general deal negotiations of the
19 MOTI Agreement, Frederick has no personal knowledge of the contents of the final MOTI
20 Agreement contract, and generally denies the allegations of this paragraph on that basis.

21 29. Although Frederick was involved in the general deal negotiations of the
22 MOTI Agreement, Frederick has no personal knowledge of the contents of the final MOTI
23 Agreement contract, and generally denies the allegations of this paragraph on that basis.

24 30. Although Frederick was involved in the general deal negotiations of the
25 MOTI Agreement, Frederick has no personal knowledge of the contents of the final MOTI
26 Agreement contract, and generally denies the allegations of this paragraph on that basis.

27 31. Frederick has no personal knowledge of the contents of the MOTI Agreement,
28 and generally denies the allegations of this paragraph on that basis.

32. Although Frederick was involved in the general deal negotiations of the
MOTI Agreement, Frederick has no personal knowledge of the contents of the final MOTI
Agreement contract, and generally denies the allegations of this paragraph on that basis.

1 33. Although Frederick was involved in the general deal negotiations of the
2 MOTI Agreement, Frederick has no personal knowledge of the contents of the final MOTI
3 Agreement contract, and generally denies the allegations of this paragraph on that basis.

4 34. Although Frederick was involved in the general deal negotiations of the
5 MOTI Agreement, Frederick has no personal knowledge of the contents of the final MOTI
6 Agreement contract, and generally denies the allegations of this paragraph on that basis.

7 35. Frederick has no personal knowledge of the allegations made in this
8 paragraph, and generally denies on that basis.

9 36. Admit that five more agreements were entered. Frederick has no personal
10 knowledge of the remainder of the allegations made in this paragraph, and generally denies
11 on that basis.

12 37. Although Frederick was involved in the general deal negotiations of the DNT
13 Agreement, Frederick has no personal knowledge of the contents of the final DNT
14 Agreement contract, and generally denies the allegations of this paragraph on that basis.

15 38. Frederick has no personal knowledge of the allegations made in this
16 paragraph, and generally denies on that basis.

17 39. Although Frederick was involved in the general deal negotiations of the DNT
18 Agreement, Frederick has no personal knowledge of the contents of the final DNT
19 Agreement contract, and generally denies the allegations of this paragraph on that basis.

20 40. Although Frederick was involved in the general deal negotiations of the DNT
21 Agreement, Frederick has no personal knowledge of the contents of the final DNT
22 Agreement contract, and generally denies the allegations of this paragraph on that basis.

23 41. Although Frederick was involved in the general deal negotiations of the DNT
24 Agreement, Frederick has no personal knowledge of the contents of the final DNT
25 Agreement contract, and generally denies the allegations of this paragraph on that basis.

26 42. Although Frederick was involved in the general deal negotiations of the DNT
27 Agreement, Frederick has no personal knowledge of the contents of the final DNT
28 Agreement contract, and generally denies the allegations of this paragraph on that basis.

 43. Although Frederick was involved in the general deal negotiations of the DNT
Agreement, Frederick has no personal knowledge of the contents of the final DNT
Agreement contract, and generally denies the allegations of this paragraph on that basis.

1 44. Although Frederick was involved in the general deal negotiations of the DNT
2 Agreement, Frederick has no personal knowledge of the contents of the final DNT
3 Agreement contract, and generally denies the allegations of this paragraph on that basis.

4 45. Although Frederick was involved in the general deal negotiations of the DNT
5 Agreement, Frederick has no personal knowledge of the contents of the final DNT
6 Agreement contract, and generally denies the allegations of this paragraph on that basis.

7 46. Frederick has no personal knowledge of the allegations made in this
8 paragraph, and generally denies on that basis.

9 47. Admit.

10 48. Although Frederick was involved in the general deal negotiations of the
11 TPOV Agreement, Frederick has no personal knowledge of the contents of the final TPOV
12 Agreement contract, and generally denies the allegations of this paragraph on that basis.

13 49. Although Frederick was involved in the general deal negotiations of the
14 TPOV Agreement, Frederick has no personal knowledge of the contents of the final TPOV
15 Agreement contract, and generally denies the allegations of this paragraph on that basis.

16 50. Although Frederick was involved in the general deal negotiations of the
17 TPOV Agreement, Frederick has no personal knowledge of the contents of the final TPOV
18 Agreement contract, and generally denies the allegations of this paragraph on that basis.

19 51. Although Frederick was involved in the general deal negotiations of the
20 TPOV Agreement, Frederick has no personal knowledge of the contents of the final TPOV
21 Agreement contract, and generally denies the allegations of this paragraph on that basis.

22 52. Although Frederick was involved in the general deal negotiations of the
23 TPOV Agreement, Frederick has no personal knowledge of the contents of the final TPOV
24 Agreement contract, and generally denies the allegations of this paragraph on that basis.

25 53. Although Frederick was involved in the general deal negotiations of the
26 TPOV Agreement, Frederick has no personal knowledge of the contents of the final TPOV
27 Agreement contract, and generally denies the allegations of this paragraph on that basis.

28 54. Although Frederick was involved in the general deal negotiations of the
TPOV Agreement, Frederick has no personal knowledge of the contents of the final TPOV
Agreement contract, and generally denies the allegations of this paragraph on that basis.

55. Frederick has no personal knowledge of the allegations made in this
paragraph, and generally denies on that basis.

1 56. Frederick has no personal knowledge of the allegations made in this
2 paragraph, and generally denies on that basis.

3 57. Admit.

4 58. Although Frederick was involved in the general deal negotiations of the
5 LLTQ Agreement, Frederick has no personal knowledge of the contents of the final LLTQ
6 Agreement contract, and generally denies the allegations of this paragraph on that basis.

7 59. Although Frederick was involved in the general deal negotiations of the
8 LLTQ Agreement, Frederick has no personal knowledge of the contents of the final LLTQ
9 Agreement contract, and generally denies the allegations of this paragraph on that basis.

10 60. Although Frederick was involved in the general deal negotiations of the
11 LLTQ Agreement, Frederick has no personal knowledge of the contents of the final LLTQ
12 Agreement contract, and generally denies the allegations of this paragraph on that basis.

13 61. Although Frederick was involved in the general deal negotiations of the
14 LLTQ Agreement, Frederick has no personal knowledge of the contents of the final LLTQ
15 Agreement contract, and generally denies the allegations of this paragraph on that basis.

16 62. Although Frederick was involved in the general deal negotiations of the
17 LLTQ Agreement, Frederick has no personal knowledge of the contents of the final LLTQ
18 Agreement contract, and generally denies the allegations of this paragraph on that basis.

19 63. Although Frederick was involved in the general deal negotiations of the
20 LLTQ Agreement, Frederick has no personal knowledge of the contents of the final LLTQ
21 Agreement contract, and generally denies the allegations of this paragraph on that basis.

22 64. Although Frederick was involved in the general deal negotiations of the
23 LLTQ Agreement, Frederick has no personal knowledge of the contents of the final LLTQ
24 Agreement contract, and generally denies the allegations of this paragraph on that basis.

25 65. Frederick has no personal knowledge of the allegations made in this
26 paragraph, and generally denies on that basis.

27 66. Frederick has no personal knowledge of the allegations made in this
28 paragraph, and generally denies on that basis.

 67. Although Frederick was involved in the crafting of Section 13.22 of the LLTQ
Agreement, Frederick has no personal knowledge of the contents of the final LLTQ
Agreement contract, and generally denies the allegations of this paragraph on that basis.

1 68. Frederick has no personal knowledge of the allegations made in this
2 paragraph, and generally denies on that basis.

3 69. Admit.

4 70. Although Frederick was involved in the general deal negotiations of the GRB
5 Agreement, Frederick has no personal knowledge of the contents of the final GRB
6 Agreement contract, and generally denies the allegations of this paragraph on that basis.

7 71. Although Frederick was involved in the general deal negotiations of the GRB
8 Agreement, Frederick has no personal knowledge of the contents of the final GRB
9 Agreement contract, and generally denies the allegations of this paragraph on that basis.

10 72. Although Frederick was involved in the general deal negotiations of the GRB
11 Agreement, Frederick has no personal knowledge of the contents of the final GRB
12 Agreement contract, and generally denies the allegations of this paragraph on that basis.

13 73. Although Frederick was involved in the general deal negotiations of the GRB
14 Agreement, Frederick has no personal knowledge of the contents of the final GRB
15 Agreement contract, and generally denies the allegations of this paragraph on that basis.

16 74. Although Frederick was involved in the general deal negotiations of the GRB
17 Agreement, Frederick has no personal knowledge of the contents of the final GRB
18 Agreement contract, and generally denies the allegations of this paragraph on that basis.

19 75. Although Frederick was involved in the general deal negotiations of the GRB
20 Agreement, Frederick has no personal knowledge of the contents of the final GRB
21 Agreement contract, and generally denies the allegations of this paragraph on that basis.

22 76. Although Frederick was involved in the general deal negotiations of the GRB
23 Agreement, Frederick has no personal knowledge of the contents of the final GRB
24 Agreement contract, and generally denies the allegations of this paragraph on that basis.

25 77. Frederick has no personal knowledge of the allegations made in this
26 paragraph, and generally denies on that basis.

27 78. Frederick has no personal knowledge of the allegations made in this
28 paragraph, and generally denies on that basis.

 79. Admit.

 80. Although Frederick was involved in the general deal negotiations of the
FERG Agreement, Frederick has no personal knowledge of the contents of the final FERG
Agreement contract, and generally denies the allegations of this paragraph on that basis.

1 81. Although Frederick was involved in the general deal negotiations of the
2 FERG Agreement, Frederick has no personal knowledge of the contents of the final FERG
3 Agreement contract, and generally denies the allegations of this paragraph on that basis.

4 82. Although Frederick was involved in the general deal negotiations of the
5 FERG Agreement, Frederick has no personal knowledge of the contents of the final FERG
6 Agreement contract, and generally denies the allegations of this paragraph on that basis.

7 83. Although Frederick was involved in the general deal negotiations of the
8 FERG Agreement, Frederick has no personal knowledge of the contents of the final FERG
9 Agreement contract, and generally denies the allegations of this paragraph on that basis.

10 84. Although Frederick was involved in the general deal negotiations of the
11 FERG Agreement, Frederick has no personal knowledge of the contents of the final FERG
12 Agreement contract, and generally denies the allegations of this paragraph on that basis.

13 85. Although Frederick was involved in the general deal negotiations of the
14 FERG Agreement, Frederick has no personal knowledge of the contents of the final FERG
15 Agreement contract, and generally denies the allegations of this paragraph on that basis.

16 86. Although Frederick was involved in the general deal negotiations of the
17 FERG Agreement, Frederick has no personal knowledge of the contents of the final FERG
18 Agreement contract, and generally denies the allegations of this paragraph on that basis.

19 87. Frederick has no personal knowledge of the allegations made in this
20 paragraph, and generally denies on that basis.

21 88. Frederick has no personal knowledge of the allegations made in this
22 paragraph, and generally denies on that basis.

23 89. Although Frederick was involved in the general deal negotiations of the
24 FERG Agreement, Frederick has no personal knowledge of the contents of the final FERG
25 Agreement contract, and generally denies the allegations of this paragraph on that basis.

26 90. Frederick has no personal knowledge of the allegations made in this
27 paragraph, and generally denies on that basis.

28 91. Frederick has no personal knowledge of the allegations made in this
29 paragraph, and generally denies on that basis.

30 92. Frederick has no personal knowledge of the allegations made in this
31 paragraph, and generally denies on that basis.

1 93. Frederick has no personal knowledge of the allegations made in this
2 paragraph, and generally denies on that basis.

3 94. Frederick has no personal knowledge of the allegations made in this
4 paragraph, and generally denies on that basis.

5 95. Frederick has no personal knowledge of the allegations made in this
6 paragraph, and generally denies on that basis.

7 96. Frederick has no personal knowledge of the allegations made in this
8 paragraph, and generally denies on that basis.

9 97. Frederick has no personal knowledge of the allegations made in this
10 paragraph, and generally denies on that basis.

11 98. Frederick has no personal knowledge of the allegations made in this
12 paragraph, and generally denies on that basis.

13 99. Frederick has no personal knowledge of the allegations made in this
14 paragraph, and generally denies on that basis.

15 100. Frederick has no personal knowledge of the allegations made in this
16 paragraph, and generally denies on that basis.

17 101. Frederick has no personal knowledge of the allegations made in this
18 paragraph, and generally denies on that basis.

19 102. Frederick has no personal knowledge of the allegations made in this
20 paragraph, and generally denies on that basis.

21 103. Frederick has no personal knowledge of the allegations made in this
22 paragraph, and generally denies on that basis.

23 104. Frederick has no personal knowledge of the allegations made in this
24 paragraph, and generally denies on that basis.

25 105. Frederick has no personal knowledge of the allegations made in this
26 paragraph, and generally denies on that basis.

27 106. Frederick has no personal knowledge of the allegations made in this
28 paragraph, and generally denies on that basis.

 107. Frederick has no personal knowledge of the allegations made in this
paragraph, and generally denies on that basis.

 108. Frederick has no personal knowledge of the allegations made in this
paragraph, and generally denies on that basis.

1 109. Frederick has no personal knowledge of the allegations made in this
2 paragraph, and generally denies on that basis.

3 110. Frederick has no personal knowledge of the allegations made in this
4 paragraph, and generally denies on that basis.

5 111. Frederick has no personal knowledge of the allegations made in this
6 paragraph, and generally denies on that basis.

7 112. Frederick has no personal knowledge of the allegations made in this
8 paragraph, and generally denies on that basis.

9 113. Frederick has no personal knowledge of the allegations made in this
10 paragraph, and generally denies on that basis.

11 114. Frederick has no personal knowledge of the allegations made in this
12 paragraph, and generally denies on that basis.

13 115. Frederick has no personal knowledge of the allegations made in this
14 paragraph, and generally denies on that basis.

15 116. Frederick has no personal knowledge of the allegations made in this
16 paragraph, and generally denies on that basis.

17 117. Frederick has no personal knowledge of the allegations made in this
18 paragraph, and generally denies on that basis.

19 118. Frederick has no personal knowledge of the allegations made in this
20 paragraph, and generally denies on that basis.

21 119. Frederick has no personal knowledge of the allegations made in this
22 paragraph, and generally denies on that basis.

23 120. The bankruptcy court docket speaks for itself.

24 121. The bankruptcy court docket speaks for itself.

25 122. The bankruptcy court docket speaks for itself.

26 123. The bankruptcy court docket speaks for itself.

27 124. The bankruptcy court docket speaks for itself.

28 125. The bankruptcy court docket speaks for itself.

 126. Frederick has no personal knowledge of the allegations made in this
paragraph, and generally denies on that basis. The referenced state court docket speaks for
itself.

 127. The referenced state court docket speaks for itself.

1 128. The referenced state court docket speaks for itself.

2 129. The referenced federal court docket speaks for itself

3 130. The referenced federal court docket speaks for itself

4
5 **COUNT 1**

6 131. Frederick's responses to the above paragraphs are reiterated.

7 132. The statute speaks for itself.

8 133. Deny that Frederick has any dispute with Caesars. Deny that there is a
9 justiciable controversy between Frederick and Caesars.

10 134. This paragraph requires a legal conclusion, and thus is generally denied on the
11 basis that it requires the Court to adjudicate.

12 135. Deny.

13 **COUNT 2**

14 136. Frederick's responses to the above paragraphs are reiterated.

15 137. The statute speaks for itself.

16 138. Deny that Frederick has any dispute with Caesars. Deny that there is a
17 justiciable controversy between Frederick and Caesars.

18 139. Deny that Caesars has any current or future financial obligations or
19 commitments to Frederick. Deny that Frederick is a Seibel-Affiliated Entity.

20 140. This paragraph requires a legal conclusion, and thus is generally denied on the
21 basis that it requires the Court to adjudicate.

22 141. This paragraph requires a legal conclusion, and thus is generally denied on the
23 basis that it requires the Court to adjudicate.

24 142. This paragraph requires a legal conclusion, and thus is generally denied on the
25 basis that it requires the Court to adjudicate.

26 143. This paragraph requires a legal conclusion, and thus is generally denied on the
27 basis that it requires the Court to adjudicate.

28 144. This paragraph requires a legal conclusion, and thus is generally denied on the
basis that it requires the Court to adjudicate.

 145. This paragraph requires a legal conclusion, and thus is generally denied on the
basis that it requires the Court to adjudicate.

 146. Deny.

1 **COUNT 3**

2 147. Frederick's responses to the above paragraphs are reiterated.

3 148. The statute speaks for itself.

4 149. Deny that Frederick has any dispute with Caesars over Section 13.22 of the
5 LLTQ Agreement or Section 4.1 of the FERG Agreement. Deny that there is a justiciable
6 controversy between Frederick and Caesars.

7 150. This paragraph requires a legal conclusion, and thus is generally denied on the
8 basis that it requires the Court to adjudicate.

9 151. This paragraph requires a legal conclusion, and thus is generally denied on the
10 basis that it requires the Court to adjudicate.

11 152. This paragraph requires a legal conclusion, and thus is generally denied on the
12 basis that it requires the Court to adjudicate.

13 153. This paragraph requires a legal conclusion, and thus is generally denied on the
14 basis that it requires the Court to adjudicate.

15 154. This paragraph requires a legal conclusion, and thus is generally denied on the
16 basis that it requires the Court to adjudicate.

17 155. This paragraph requires a legal conclusion, and thus is generally denied on the
18 basis that it requires the Court to adjudicate.

19 156. Deny.

20 **AFFIRMATIVE DEFENSES**

- 21 i. With respect to Count I, Plaintiffs aver that "[t]he parties dispute whether Caesars
22 properly terminated the Seibel Agreements." This statement is not correct, as it relates
23 to Frederick; he holds no claim on that subject and thus no dispute exists as between
24 Caesars and Frederick. Frederick is not a party to the Seibel Agreements, nor is or
25 was he a third-party beneficiary of them. Frederick holds no interest in the subject
26 "whether the Seibel Agreements were properly terminated" which is adverse to
27 Plaintiffs. Accordingly, no judiciable controversy exists between Plaintiffs and
28 Frederick on this Count.
- ii. With respect to Count I, Plaintiffs have failed to properly plead this cause of action as
against Frederick, because the Complaint fails to identify, with specificity: (i) any
interest that Frederick holds that is adverse to Plaintiffs, or (ii) any dispute made by,
brought by, or asserted by Frederick which would give rise to a judiciable controversy
between these parties.

- 1 iii. With respect to Count II, Plaintiffs aver that “[t]he parties dispute whether Caesars
2 has any current or future financial obligations or commitments to Mr. Seibel or the
3 Seibel-Affiliated Entities.” Frederick holds no claim on that subject and thus no
4 dispute exists as between Caesars and Frederick. Frederick holds no interest in the
5 subject “whether Caesars has any current or future financial obligations or
6 commitments to Mr. Seibel or the Seibel-Affiliated Entities” which is adverse to
7 Plaintiffs. Accordingly, no judicable controversy exists between Plaintiffs and
8 Frederick on this Count.
- 9 iv. With respect to Count II, Plaintiffs have failed to properly plead this cause of action
10 as against Frederick, because the Complaint fails to identify, with specificity: (i) any
11 interest that Frederick holds that is adverse to Plaintiffs, or (ii) any dispute made by,
12 brought by, or asserted by Frederick which would give rise to a judicable controversy
13 between these parties.
- 14 v. With respect to Count III, Plaintiffs aver that “[t]he parties dispute whether section
15 13.22 of the LLTQ Agreement and Section 4.1 of the FERG Agreement are
16 enforceable and require Caesars to include Mr. Seibel, LLTQ, and/or FERG in
17 current of future ventures between Caesars and Mr. Ramsey.” Frederick holds no
18 claim on that subject and thus no dispute exists as between Caesars and Frederick.
19 Frederick holds no interest in the subject “whether section 13.22 of the LLTQ
20 Agreement and Section 4.1 of the FERG Agreement are enforceable and require
21 Caesars to include Mr. Seibel, LLTQ, and/or FERG in current of future ventures
22 between Caesars and Mr. Ramsey” which is adverse to Plaintiffs. Accordingly, no
23 judicable controversy exists between Plaintiffs and Frederick on this Count.
- 24 vi. With respect to Count III, Plaintiffs have failed to properly plead this cause of action
25 as against Frederick, because the Complaint fails to identify, with specificity: (i) any
26 interest that Frederick holds that is adverse to Plaintiffs, or (ii) any dispute made by,
27 brought by, or asserted by Frederick which would give rise to a judicable controversy
28 between these parties.

#

DATED: September 28, 2017

ATKINSON LAW ASSOCIATES LTD.

By: /s/ Robert Atkinson
ROBERT E. ATKINSON, ESQ.
Nevada Bar No. 9958
Attorney for J. Jeffrey Frederick

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that, on September 29, 2017, I caused to be served the foregoing document
3 on the following persons and entities, using the means so indicated:

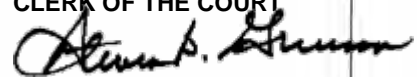
4 ☒ **BY ELECTRONIC SERVICE:** Pursuant to EDCR 8.05(a) and (f), via the Eighth
5 District Court's electronic filing system, to:

6		
7	Pisanelli Bice	lit@pisanellibice.com
8	Magali Mercera	mmm@pisanellibice.com
9	Debra L Spinelli	dls@pisanellibice.com
10	Cinda Towne	cct@pisanellibice.com
11	Brittnie Watkins	btw@pisanellibice.com
12	Lisa Heller	lah@mcnuttlawfirm.com
13	Dan McNutt	drm@mcnuttlawfirm.com
14	Jackie Witt	jnw@mcnuttlawfirm.com
15	Matt Wolf	mcw@mcnuttlawfirm.com

16 DATED: September 29, 2017

17 /s/ Robert Atkinson
18 ROBERT ATKINSON, ESQ.
19 *Attorney for J. Jeffrey Frederick*
20
21
22
23
24
25
26
27
28

TAB 13



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William E. Arnault, IV, Esq. (*pro hac vice forthcoming*)
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Chicago, IL 60654
Telephone: 312.862.2000

Attorneys for Plaintiffs

**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

**ACCEPTANCE OF SERVICE OF
SUMMONS AND COMPLAINT**

(FERG, LLC)

I, Daniel R. McNutt, Esq., of the law firm of Carbajal & McNutt, LLP, do hereby accept service of the Summons and Complaint on behalf of FERG, LLC in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the same manner as if

1 FERG, LLC had been personally served pursuant to NRCP 4. This Acceptance of Service shall
2 not operate to waive, release, compromise or prejudice any rights, defenses, arguments or claims
3 FERG, LLC may have concerning the ability of this Court to assert personal jurisdiction over it.
4 This Acceptance of Service is intended solely to satisfy obligations under NRCP 4.

5 ACCEPTED this 21st day of September 2017.

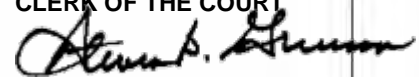
6 CARBAJAL & McNUTT, LLP

7
8 By: 

Daniel R. McNutt, Esq.
Matthew C. Wolf, Esq.
625 South Eighth Street
Las Vegas, NV 89101

10 *Attorneys for Defendants Rowen Seibel;*
11 *LLTQ Enterprises, LLC; LLTQ Enterprises 16,*
12 *LLC; FERG, LLC; FERG 16, LLC;*
13 *Moti Partners, LLC; Moti Partners 16, LLC;*
14 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC*

TAB 14



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Telephone: 312.862.2000

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,

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

**ACCEPTANCE OF SERVICE OF
SUMMONS AND COMPLAINT**

(FERG 16, LLC)

I, Daniel R. McNutt, Esq., of the law firm of Carbajal & McNutt, LLP, do hereby accept
service of the Summons and Complaint on behalf of FERG 16, LLC in the above-entitled action.
This Acceptance of Service shall have the same effect and shall operate in the same manner as if

1 FERG 16, LLC had been personally served pursuant to NRCP 4. This Acceptance of Service
2 shall not operate to waive, release, compromise or prejudice any rights, defenses, arguments or
3 claims FERG 16, LLC may have concerning the ability of this Court to assert personal
4 jurisdiction over it. This Acceptance of Service is intended solely to satisfy obligations under
5 NRCP 4.

6 ACCEPTED this 21st day of September 2017.

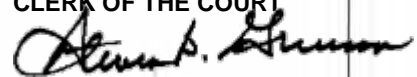
7 CARBAJAL & McNUTT, LLP

8
9 By: 

Daniel R. McNutt, Esq.
Matthew C. Wolf, Esq.
625 South Eighth Street
Las Vegas, NV 89101

11 *Attorneys for Defendants Rowen Seibel;*
12 *LLTQ Enterprises, LLC; LLTQ Enterprises 16,*
13 *LLC; FERG, LLC; FERG 16, LLC;*
14 *Moti Partners, LLC; Moti Partners 16, LLC;*
15 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC*

TAB 15



James J. Pisanelli, Esq., Bar No. 4027
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Jeffrey J. Zeiger, P.C., Esq. (*pro hac vice* forthcoming)
William E. Arnault, IV, Esq. (*pro hac vice* forthcoming)
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300 North LaSalle
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Telephone: 312.862.2000

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,

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

**ACCEPTANCE OF SERVICE OF
SUMMONS AND COMPLAINT**

(LLTQ ENTERPRISES, LLC)

I, Daniel R. McNutt, Esq., of the law firm of Carbajal & McNutt, LLP, do hereby accept service of the Summons and Complaint on behalf of LLTQ Enterprises, LLC in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the

1 same manner as if LLTQ Enterprises, LLC had been personally served pursuant to NRCP 4.
2 This Acceptance of Service shall not operate to waive, release, compromise or prejudice any
3 rights, defenses, arguments or claims LLTQ Enterprises, LLC may have concerning the ability of
4 this Court to assert personal jurisdiction over it. This Acceptance of Service is intended solely to
5 satisfy obligations under NRCP 4.

6 ACCEPTED this 21st day of September 2017.

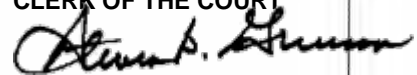
7 CARBAJAL & McNUTT, LLP

8
9 By: 

10 Daniel R. McNutt, Esq.
11 Matthew C. Wolf, Esq.
12 625 South Eighth Street
13 Las Vegas, NV 89101

14 *Attorneys for Defendants Rowen Seibel;*
15 *LLTQ Enterprises, LLC; LLTQ Enterprises 16,*
16 *LLC; FERG, LLC; FERG 16, LLC;*
17 *Moti Partners, LLC; Moti Partners 16, LLC;*
18 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC*

TAB 16



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Telephone: 312.862.2000

Attorneys for Plaintiffs

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

**ACCEPTANCE OF SERVICE OF
SUMMONS AND COMPLAINT**

(LLTQ ENTERPRISES 16, LLC)

I, Daniel R. McNutt, Esq., of the law firm of Carbajal & McNutt, LLP, do hereby accept service of the Summons and Complaint on behalf of LLTQ Enterprises 16, LLC in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the

1 same manner as if LLTQ Enterprises 16, LLC had been personally served pursuant to NRCP 4.
2 This Acceptance of Service shall not operate to waive, release, compromise or prejudice any
3 rights, defenses, arguments or claims LLTQ Enterprises 16, LLC may have concerning the
4 ability of this Court to assert personal jurisdiction over it. This Acceptance of Service is
5 intended solely to satisfy obligations under NRCP 4.

6 ACCEPTED this 21ST day of September 2017.

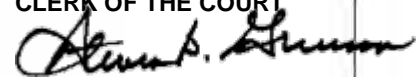
7 CARBAJAL & McNUTT, LLP

8
9 By: 

Daniel R. McNutt, Esq.
Matthew C. Wolf, Esq.
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11 *Attorneys for Defendants Rowen Seibel;*
12 *LLTQ Enterprises, LLC; LLTQ Enterprises 16,*
13 *LLC; FERG, LLC; FERG 16, LLC;*
14 *Moti Partners, LLC; Moti Partners 16, LLC;*
15 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC*

TAB 17



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Telephone: 312.862.2000

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,

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

**ACCEPTANCE OF SERVICE OF
SUMMONS AND COMPLAINT**

(MOTI PARTNERS, LLC)

I, Daniel R. McNutt, Esq., of the law firm of Carbajal & McNutt, LLP, do hereby accept service of the Summons and Complaint on behalf of MOTI Partners, LLC in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the same

1 manner as if MOTI Partners, LLC had been personally served pursuant to NRCP 4. This
2 Acceptance of Service shall not operate to waive, release, compromise or prejudice any rights,
3 defenses, arguments or claims MOTI Partners, LLC may have concerning the ability of this
4 Court to assert personal jurisdiction over it. This Acceptance of Service is intended solely to
5 satisfy obligations under NRCP 4.

6 ACCEPTED this 21st day of September 2017.

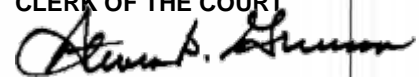
7 CARBAJAL & McNUTT, LLP

8
9 By: 

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Matthew C. Wolf, Esq.
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11 *Attorneys for Defendants Rowen Seibel;*
12 *LLTQ Enterprises, LLC; LLTQ Enterprises 16,*
13 *LLC; FERG, LLC; FERG 16, LLC;*
14 *Moti Partners, LLC; Moti Partners 16, LLC;*
15 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC*

TAB 18



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Attorneys for Plaintiffs

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

**ACCEPTANCE OF SERVICE OF
SUMMONS AND COMPLAINT**

(MOTI PARTNERS 16, LLC)

I, Daniel R. McNutt, Esq., of the law firm of Carbajal & McNutt, LLP, do hereby accept service of the Summons and Complaint on behalf of MOTI Partners 16, LLC in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the

1 same manner as if MOTI Partners 16, LLC had been personally served pursuant to NRCP 4.
2 This Acceptance of Service shall not operate to waive, release, compromise or prejudice any
3 rights, defenses, arguments or claims MOTI Partners 16, LLC may have concerning the ability of
4 this Court to assert personal jurisdiction over it. This Acceptance of Service is intended solely to
5 satisfy obligations under NRCP 4.

6 ACCEPTED this 21st day of September 2017.

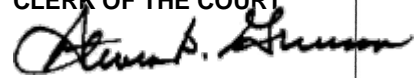
7 CARBAJAL & McNUTT, LLP

8
9 By: 

10 Daniel R. McNutt, Esq.
11 Matthew C. Wolf, Esq.
12 625 South Eighth Street
13 Las Vegas, NV 89101

14 *Attorneys for Defendants Rowen Seibel;*
15 *LLTQ Enterprises, LLC; LLTQ Enterprises 16,*
16 *LLC; FERG, LLC; FERG 16, LLC;*
17 *Moti Partners, LLC; Moti Partners 16, LLC;*
18 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC*

TAB 19



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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,

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

**ACCEPTANCE OF SERVICE OF
SUMMONS AND COMPLAINT**

(ROWEN SEIBEL)

I, Daniel R. McNutt, Esq., of the law firm of Carbajal & McNutt, LLP, do hereby accept service of the Summons and Complaint on behalf of Rowen Seibel in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the same manner as if

1 Mr. Seibel had been personally served pursuant to NRCP 4. This Acceptance of Service shall
2 not operate to waive, release, compromise or prejudice any rights, defenses, arguments or claims
3 Mr. Seibel may have concerning the ability of this Court to assert personal jurisdiction over him.
4 This Acceptance of Service is intended solely to satisfy obligations under NRCP 4.

5 ACCEPTED this 21st day of September 2017.

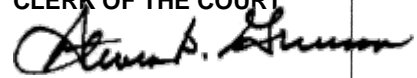
6 CARBAJAL & McNUTT, LLP

7
8 By: 

9 Daniel R. McNutt, Esq.
10 Matthew C. Wolf, Esq.
11 625 South Eighth Street
12 Las Vegas, NV 89101

13 *Attorneys for Defendants Rowen Seibel;*
14 *LLTQ Enterprises, LLC; LLTQ Enterprises 16,*
15 *LLC; FERG, LLC; FERG 16, LLC;*
16 *Moti Partners, LLC; Moti Partners 16, LLC;*
17 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC*

TAB 20



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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,

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

**ACCEPTANCE OF SERVICE OF
SUMMONS AND COMPLAINT**

(TPOV ENTERPRISES, LLC)

I, Daniel R. McNutt, Esq., of the law firm of Carbajal & McNutt, LLP, do hereby accept service of the Summons and Complaint on behalf of TPOV Enterprises, LLC in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the

1 same manner as if TPOV Enterprises, LLC had been personally served pursuant to NRCP 4.
2 This Acceptance of Service shall not operate to waive, release, compromise or prejudice any
3 rights, defenses, arguments or claims TPOV Enterprises, LLC may have concerning the ability of
4 this Court to assert personal jurisdiction over it. This Acceptance of Service is intended solely to
5 satisfy obligations under NRCP 4.

6 ACCEPTED this 21st day of September 2017.

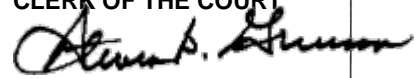
7 CARBAJAL & McNUTT, LLP

8
9 By: 

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11 *Attorneys for Defendants Rowen Seibel;*
12 *LLTQ Enterprises, LLC; LLTQ Enterprises 16,*
13 *LLC; FERG, LLC; FERG 16, LLC;*
14 *Moti Partners, LLC; Moti Partners 16, LLC;*
15 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC*

TAB 21



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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,

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

**ACCEPTANCE OF SERVICE OF
SUMMONS AND COMPLAINT**

(TPOV ENTERPRISES 16, LLC)

I, Daniel R. McNutt, Esq., of the law firm of Carbajal & McNutt, LLP, do hereby accept service of the Summons and Complaint on behalf of TPOV Enterprises 16, LLC in the above-entitled action. This Acceptance of Service shall have the same effect and shall operate in the

1 same manner as if TPOV Enterprises 16, LLC had been personally served pursuant to NRCP 4.
2 This Acceptance of Service shall not operate to waive, release, compromise or prejudice any
3 rights, defenses, arguments or claims TPOV Enterprises 16, LLC may have concerning the
4 ability of this Court to assert personal jurisdiction over it. This Acceptance of Service is
5 intended solely to satisfy obligations under NRCP 4.

6 ACCEPTED this 21st day of September 2017.

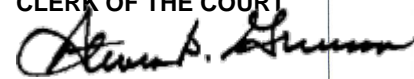
7 CARBAJAL & McNUTT, LLP

8
9 By: 

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10
11 *Attorneys for Defendants Rowen Seibel;*
12 *LLTQ Enterprises, LLC; LLTQ Enterprises 16,*
13 *LLC; FERG, LLC; FERG 16, LLC;*
14 *Moti Partners, LLC; Moti Partners 16, LLC;*
15 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC*

TAB 22



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Telephone: 702.214.2100
Facsimile: 702.214.2101

*Attorneys for Defendant PHWLTV, LLC/
Plaintiffs Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Defendant,

Case No.: A-17-751759-B

Dept. No.: 15

**STIPULATION AND ~~PROPOSED~~
ORDER TO CONSOLIDATE
CASE NO. A-17-760537-B WITH AND
INTO CASE NO. A-17-751759-B**

DESERT PALACE, INC.; PARIS LAS
VEGAS OPERATING COMPANY, LLC;
PHWLTV, 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

Case No.: A-17-⁷⁶⁰⁵³⁷~~751759~~-B
Dept. No.: 27

1 ENTERPRISES, LLC; TPOV 16
2 ENTERPRISES, LLC; DNT ACQUISITION,
3 LLC; GR BURGR, LLC; and J. JEFFREY
4 FREDERICK,

5 Defendants.

6 Parties Rowen Seibel, PHWLTV, LLC, Gordon Ramsay, GR Burgr LLC, Desert Palace, Inc.,
7 Paris Las Vegas Operating Company, LLC, Boardwalk Regency Corporation d/b/a Caesars Atlantic
8 City, LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG LLC, FERG 16, LLC, MOTI
9 Partners, LLC, MOTI Partners 16, LLC, TPOV Enterprises, LLC, TPOV 16 Enterprises, LLC, and
10 J. Jeffrey Frederick, by and through their undersigned counsel of record, hereby STIPULATE AND
11 AGREE, as follows:

12 1. Rowen Seibel ("Seibel") commenced Case No. A-17-751759-B by filing a complaint
13 on February 28, 2017 (the "First Action"). The First Action is pending in Department XV of the
14 Eighth Judicial District Court, Clark County, Nevada.

15 2. Desert Palace, Inc., Paris Las Vegas Operating Company, LLC, PHWLTV, LLC and
16 Boardwalk Regency Corporation d/b/a Caesars Atlantic City (collectively "Caesars") commenced
17 Case No. A-17-760537-B by filing a complaint on August 25, 2017 (the "Second Action"). The
18 Second Action is pending in Department XXVII of the Eighth Judicial District Court, Clark County,
19 Nevada.

20 3. The First Action and the Second Action involve some common questions of fact and
21 law. Accordingly, pursuant to NRCP 42(1), the Second Action should be consolidated with and into
22 the First Action.¹

23
24
25
26
27 ¹ Caesars provided DNT Acquisition, LLC until February 15, 2018 to respond to the Complaint
28 in the Second Action. As a result, DNT Acquisition, LLC has not yet appeared in the Second Action.
One member of DNT Acquisition, LLC is willing to enter into this Stipulation; one member is not.
Pursuant to this Court's direction at the status check on February 6, 2018, the undersigned parties
hereby submit this stipulation for consolidation.

1 DATED February 8, 2018

2 MCNUTT LAW FIRM, P.C.

3 /s/ Daniel R. McNutt

4 Daniel R. McNutt (SBN 7815)
5 Matthew C. Wolf (SBN 10801)
6 625 South Eighth Street
Las Vegas, Nevada 89101

7 *Attorneys for Plaintiff Rowen Seibel/
8 Defendants Rowen Seibel;
9 LLTQ Enterprises, LLC;
10 LLTQ Enterprises 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI Partners, LLC;
11 MOTI Partners 16, LLC;
12 TPOV Enterprises, LLC;
13 and TPOV Enterprises 16, LLC*

11 DATED February 8, 2018

12 ATKINSON LAW ASSOCIATES LTD.

13 /s/ Robert. E. Atkinson

14 Robert E. Atkinson, Esq. (SBN 9958)
15 8965 S. Eastern Ave. Suite 260
Las Vegas, NV 89123

16 *Attorney for Defendant
17 J. Jeffrey Frederick*

18 DATED February 8, 2018

19 HEYMAN ENERIO GATTUSO &
20 HIRZEL LLP

21 /s/ Kurt Heyman

22 Kurt Heyman, Esq.
23 300 Delaware Ave., Suite 200
24 Wilmington, DE 19801

25 *Trustee of GR Burgr LLC*

DATED February 8, 2018

PISANELLI BICE PLLC

/s/ M. Magali Mercera

James Pisanelli, Esq., Bar No. 4027
Debra Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
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*Attorneys for Defendant PHWL, LLC/
11 Plaintiffs Desert Palace, Inc.;
12 Paris Las Vegas Operating Company, LLC;
13 PHWL, LLC; and Boardwalk Regency
14 Corporation d/b/a Caesars Atlantic City*

DATED February 8, 2018

FENNEMORE CRAIG, P.C.

/s/ Allen Wilt

Allen Wilt, Esq. (SBN 4798)
John Tennert, Esq. (SBN 11728)
FENNEMORE CRAIG, P.C.
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Attorneys for Defendant Gordon Ramsay

PISANELLI BICE PLLC
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LAS VEGAS, NEVADA 89101

ORDER

IT IS HEREBY ORDERED that Case No. A-17-760537-B is hereby consolidated with and into Case No. A-17-751759-B.

DATED this 9th day of February, 2018.



THE HONORABLE JOE HARDY
EIGHTH JUDICIAL DISTRICT COURT

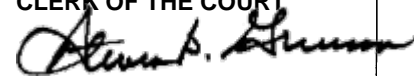
Respectfully submitted by:

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera
James Pisanelli, Esq., Bar No. 4027
Debra Spinelli, Esq., Bar No. 9695
M. Magali Mercera, Esq., Bar No. 11742
Brittnie Watkins, Esq., Bar No. 13612
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*Attorneys for Defendant PHWLTV, LLC/
Plaintiffs Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

TAB 23



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*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Defendant,

Case No.: A-17-751759-B

Dept. No.: 15

**NOTICE OF ENTRY OF STIPULATION
AND ORDER TO CONSOLIDATE
CASE NO. A-17-760537-B WITH AND
INTO CASE NO. A-17-751759-B**

DESERT PALACE, INC.; PARIS LAS
VEGAS OPERATING COMPANY, LLC;
PHWLTV, 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

Case No.: A-17-760537-B

Dept. No.: 27

1 ENTERPRISES, LLC; TPOV 16
2 ENTERPRISES, LLC; DNT ACQUISITION,
3 LLC; GR BURGR, LLC; and J. JEFFREY
4 FREDERICK,

5 Defendants.

6 PLEASE TAKE NOTICE that a Stipulation and Order to Consolidate Case No. A-17-
7 760537-B with and into Case No. A-17-751759-B was entered in the above-captioned matters on
8 February 12, 2018, a true and correct copy of which is attached hereto.

9 DATED this 13th day of February 2018

10 PISANELLI BICE PLLC

11 By: 

12 James Pisanelli, Esq., Bar No. 4027
13 Debra Spinelli, Esq., Bar No. 9695
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18 *Attorneys for Desert Palace, Inc.;*
19 *Paris Las Vegas Operating Company, LLC;*
20 *PHWLV, LLC; and Boardwalk Regency*
21 *Corporation d/b/a Caesars Atlantic City*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 13th day of February 2018, I caused to be served via the Court's electronic filing system and/or via U.S. Mail a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER TO CONSOLIDATE CASE NO. A-17-760537-B WITH AND INTO CASE NO. A-17-751759-B** to the following:

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LLTQ Enterprises 16, LLC; FERG, LLC;
FERG 16, LLC; MOTI Partners, LLC;
MOTI Partners 16, LLC;
TPOV Enterprises, LLC;
and TPOV Enterprises 16, LLC*

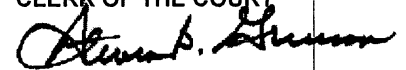
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VIA U.S. MAIL:
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Trustee of GR Burgr LLC


An employee of PISANELLI BICE PLLC

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Plaintiffs Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Defendant,

Case No.: A-17-751759-B

Dept. No.: 15

**STIPULATION AND ~~PROPOSED~~
ORDER TO CONSOLIDATE
CASE NO. A-17-760537-B WITH AND
INTO CASE NO. A-17-751759-B**

DESERT PALACE, INC.; PARIS LAS
VEGAS OPERATING COMPANY, LLC;
PHWLTV, 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

⁷⁶⁰⁵³⁷
Case No.: A-17-~~751759~~-B
Dept. No.: 27

1 ENTERPRISES, LLC; TPOV 16
2 ENTERPRISES, LLC; DNT ACQUISITION,
3 LLC; GR BURGR, LLC; and J. JEFFREY
4 FREDERICK,

5 Defendants.

6 Parties Rowen Seibel, PHWLTV, LLC, Gordon Ramsay, GR Burgr LLC, Desert Palace, Inc.,
7 Paris Las Vegas Operating Company, LLC, Boardwalk Regency Corporation d/b/a Caesars Atlantic
8 City, LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC, FERG LLC, FERG 16, LLC, MOTI
9 Partners, LLC, MOTI Partners 16, LLC, TPOV Enterprises, LLC, TPOV 16 Enterprises, LLC, and
10 J. Jeffrey Frederick, by and through their undersigned counsel of record, hereby STIPULATE AND
11 AGREE, as follows:

12 1. Rowen Seibel ("Seibel") commenced Case No. A-17-751759-B by filing a complaint
13 on February 28, 2017 (the "First Action"). The First Action is pending in Department XV of the
14 Eighth Judicial District Court, Clark County, Nevada.

15 2. Desert Palace, Inc., Paris Las Vegas Operating Company, LLC, PHWLTV, LLC and
16 Boardwalk Regency Corporation d/b/a Caesars Atlantic City (collectively "Caesars") commenced
17 Case No. A-17-760537-B by filing a complaint on August 25, 2017 (the "Second Action"). The
18 Second Action is pending in Department XXVII of the Eighth Judicial District Court, Clark County,
19 Nevada.

20 3. The First Action and the Second Action involve some common questions of fact and
21 law. Accordingly, pursuant to NRCP 42(1), the Second Action should be consolidated with and into
22 the First Action.¹

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27 ¹ Caesars provided DNT Acquisition, LLC until February 15, 2018 to respond to the Complaint
28 in the Second Action. As a result, DNT Acquisition, LLC has not yet appeared in the Second Action.
One member of DNT Acquisition, LLC is willing to enter into this Stipulation; one member is not.
Pursuant to this Court's direction at the status check on February 6, 2018, the undersigned parties
hereby submit this stipulation for consolidation.

1 DATED February 8, 2018

2 MCNUTT LAW FIRM, P.C.

3 /s/ Daniel R. McNutt

4 Daniel R. McNutt (SBN 7815)
5 Matthew C. Wolf (SBN 10801)
6 625 South Eighth Street
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8 *Attorneys for Plaintiff Rowen Seibel/
9 Defendants Rowen Seibel;
10 LLTQ Enterprises, LLC;
11 LLTQ Enterprises 16, LLC; FERG, LLC;
12 FERG 16, LLC; MOTI Partners, LLC;
13 MOTI Partners 16, LLC;
14 TPOV Enterprises, LLC;
15 and TPOV Enterprises 16, LLC*

11 DATED February 8, 2018

12 ATKINSON LAW ASSOCIATES LTD.

13 /s/ Robert. E. Atkinson

14 Robert E. Atkinson, Esq. (SBN 9958)
15 8965 S. Eastern Ave. Suite 260
16 Las Vegas, NV 89123

17 *Attorney for Defendant
18 J. Jeffrey Frederick*

18 DATED February 8, 2018

19 HEYMAN ENERIO GATTUSO &
20 HIRZEL LLP

21 /s/ Kurt Heyman

22 Kurt Heyman, Esq.
23 300 Delaware Ave., Suite 200
24 Wilmington, DE 19801

25 *Trustee of GR Burgr LLC*

DATED February 8, 2018

PISANELLI BICE PLLC

/s/ M. Magali Mercera

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Plaintiffs Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

DATED February 8, 2018

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ORDER

IT IS HEREBY ORDERED that Case No. A-17-760537-B is hereby consolidated with and into Case No. A-17-751759-B.

DATED this 9th day of February, 2018.



THE HONORABLE JOE HARDY
EIGHTH JUDICIAL DISTRICT COURT

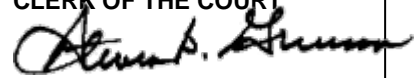
Respectfully submitted by:

PISANELLI BICE PLLC

By: /s/ M. Magali Mercera
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Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
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TAB 24



ANS

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DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware limited
liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

AND ALL RELATED MATTERS

Case No.: A-17-751759-B
Dept. No.: 11

Consolidated with:
Case No.: A-17-760537-B

**DEFENDANT ROWEN SEIBEL'S ANSWER
TO PLAINTIFFS' COMPLAINT**

This document applies to:
A-17-760537-B

Defendant Rowen Seibel ("Seibel") hereby answers the claims asserted by Plaintiffs in the
above-captioned matter as follows:

PRELIMINARY STATEMENT

1. Seibel denies the allegations contained in paragraph 1, except admit that Caesars
entered into multiple agreements with entities previously owned by, managed by or affiliated with
Seibel, and that Caesars requested and received "Business Information Forms" from Seibel at the
outset of the MOTI and DNT business relationships. The contents of the agreements and "Business

1 Information Forms” speak for themselves, and Seibel respectfully refers to those documents for the
2 full and complete contents thereof.

3 2. Seibel denies the allegations contained in paragraph 2.

4 3. Seibel denies the allegations contained in paragraph 3, except admits that on April 18,
5 2016, he pled guilty to one count of a corrupt endeavor to obstruct and impede the due administration
6 of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a class E felony and served one month
7 in prison.

8 4. Seibel denies the allegations contained in paragraph 4.

9 5. Seibel denies the allegations contained in paragraph 5, except admits that Caesars
10 wrongfully purported to terminate the agreements and state that the contents of the certain agreements
11 referenced in paragraph 5 speak for themselves, and respectfully refers to the aforementioned
12 agreements for the full and complete contents thereof.

13 6. Seibel denies the allegations contained in paragraph 6, except admit that Caesars
14 wrongfully attempted to the agreements, that Caesars cannot continue to operate the restaurants subject
15 to such agreements absent providing compensation, that certain defendants have initiated legal
16 proceedings against Caesars relating to the termination of the agreements, and that Caesars
17 commenced the present action against Seibel and other Defendants by a complaint that speaks for
18 itself, and Seibel respectfully refers to the complaint for the full and complete contents thereof.

19 7. Seibel denies the allegations contained in paragraph 7, except admit that certain
20 defendants are seeking monetary relief from Caesars in different courts across the country related to
21 the agreements, and that Caesars commenced the present action by a complaint that speaks for itself,
22 and Seibel respectfully refers to the complaint for the full and complete contents thereof.

23 8. Seibel denies knowledge and information sufficient to form a belief as to the truth of
24 the allegations contained in paragraph 8, except admits that Caesars commenced the present action by
25 a complaint that speaks for itself, and Seibel respectfully refer to the complaint for the full and
26 complete contents thereof.

27 **PARTIES, JURISDICTION, AND VENUE**

28 9. Seibel admits the allegations contained in paragraph 9.

1 10. Seibel admits the allegations contained in paragraph 10.

2 11. Seibel admits the allegations contained in paragraph 11.

3 12. Seibel admits the allegations contained in paragraph 12.

4 13. Seibel admits that he currently resides in New York and admits that a lawsuit is
5 currently pending in the District Court, Clark County, Nevada styled *Rowen Seibel, derivatively as*
6 *Nominal Plaintiff on behalf of Real Party in Interest GR BURGR, LLC v. PHWLTV, LLC et. al.*, Case
7 No. A-17-751759-B. As to the remaining allegations contained in paragraph 13, deny.

8 14. Seibel denies the allegations contained in paragraph 14 except admits that MOTI
9 Parnters, LLC is a New York limited liability company and that the MOTI Agreement was entered
10 into in or about March 2009, the contents of which speak for themselves, and respectfully refers to the
11 MOTI Agreement for the full and complete contents thereof.

12 15. Seibel denies knowledge and information sufficient to form a belief as to the truth of
13 the allegations contained in the first sentence of paragraph 15. Seibel denies the allegations contained
14 in the second sentence, except admits that the referenced letter was sent in or about April 2016, the
15 contents of which speak for themselves, and respectfully refers to the aforementioned letter for the full
16 and complete contents thereof. Seibel denies the allegations contained in the third sentence.

17 16. Seibel denies the allegations contained in paragraph 16 except admits that DNT
18 Acquisition, LLC is a Delaware limited liability company and that the DNT Agreement was entered
19 into on or about June 21, 2011, the contents of which speak for themselves, and respectfully refers to
20 the DNT Agreement for the full and complete contents thereof.

21 17. Seibel denies the allegations contained in paragraph 17 except admits that TPOV
22 Enterprises, LLC is a New York limited liability company and that the TPOV Agreement was entered
23 into in or about November 2011, the contents of which speak for themselves, and respectfully refers
24 to the TPOV Agreement for the full and complete contents thereof.

25 18. Seibel denies knowledge and information sufficient to form a belief as to the truth of
26 the allegations contained in the first sentence of paragraph 18. Seibel denies the allegations contained
27 in the second sentence, except admits that the referenced letter was sent in or about April 2016, the
28 contents of which speak for themselves, and respectfully refers to the aforementioned letter for the full

1 and complete contents thereof. Seibel denies the allegations contained in the third sentence.

2 19. Seibel denies the allegations contained in paragraph 19 except admits that LLTQ
3 Enterprises, LLC is a Delaware limited liability company and that the LLTQ Agreement was entered
4 into on or about April 4, 2012, the contents of which speak for themselves, and respectfully refers to
5 the LLTQ Agreement for the full and complete contents thereof.

6 20. Seibel denies knowledge and information sufficient to form a belief as to the truth of
7 the allegations contained in the first sentence of paragraph 20. Seibel denies the allegations contained
8 in the second sentence, except admits that the referenced letter was sent in or about April 2016, the
9 contents of which speak for themselves, and respectfully refers to the aforementioned letter for the full
10 and complete contents thereof. Seibel denies the allegations contained in the third sentence.

11 21. Seibel denies the allegations contained in paragraph 21 except admits that GR Burgr,
12 LLC is a Delaware limited liability company and that the GRB Agreement was entered into on or
13 about December 13, 2012, the contents of which speak for themselves, and respectfully refers to the
14 GRB Agreement for the full and complete contents thereof.

15 22. Seibel denies the allegations contained in paragraph 22 except admits that FERG, LLC
16 is a Delaware limited liability company and that the FERG Agreement was entered into in or about
17 May 2014, the contents of which speak for themselves, and respectfully refers to the FERG Agreement
18 for the full and complete contents thereof.

19 23. Seibel denies knowledge and information sufficient to form a belief as to the truth of
20 the allegations contained in the first sentence of paragraph 15. Seibel denies the allegations contained
21 in the second sentence, except admits that the referenced letter was sent in or about April 2016, the
22 contents of which speak for themselves, and respectfully refers to the aforementioned letter for the full
23 and complete contents thereof. Seibel denies the allegations contained in the third sentence.

24 24. Seibel admits that he assigned his duties and obligations under the LLTQ, FERG,
25 TPOV, and MOTI Agreements to Mr. Frederick. Seibel denies knowledge and information sufficient
26 to form a belief as to the truth of the balance of the allegations contained in paragraph 24.

27 25. Seibel denies the allegations contained in paragraph 25.
28

STATEMENT OF FACTS

26. Seibel denies the allegations contained in paragraph 26 except admits that Seibel is a restaurateur, that the negotiations for a Serendipity restaurant with Caesars began in or around 2009, and that the MOTI Agreement was entered into in or about March 2009, the contents of which speak for themselves, and respectfully refers to the MOTI Agreement for the full and complete contents thereof.

27. Seibel denies knowledge and information sufficient to form a belief as to the truth of whether, “In reliance on those representations (among other things), Caesars Palace and MOTI entered into the MOTI Agreement.” Seibel denies the balance of the allegations contained in paragraph 27 except admits that Seibel submitted a “Business Information Form” to Caesars, the contents of said “Business Information Form” speak for themselves, and respectfully refers to the “Business Information Form” for the full and complete contents thereof.

28. Seibel denies the allegations contained in paragraph 28 except admits that that the MOTI Agreement was entered into in or about March 2009, the contents of which speak for themselves, and respectfully refers to the MOTI Agreement for the full and complete contents thereof.

29. Seibel denies the allegations contained in paragraph 29 except admits that the MOTI Agreement was entered into in or about March 2009, the contents of which speak for themselves, and respectfully refers to the MOTI Agreement for the full and complete contents thereof.

30. Seibel denies the allegations contained in paragraph 30 except admits that the MOTI Agreement was entered into in or about March 2009, the contents of which speak for themselves, and respectfully refers to the MOTI Agreement for the full and complete contents thereof.

31. Seibel denies the allegations contained in paragraph 31 except admits that the MOTI Agreement was entered into in or about March 2009, the contents of which speak for themselves, and respectfully refers to the MOTI Agreement for the full and complete contents thereof, and admits that Seibel submitted a “Business Information Form”, the contents of the referenced “Business Information Form” speak for themselves, and respectfully refers to the aforementioned “Business Information Form” for the full and complete contents thereof.

32. Seibel denies the allegations contained in paragraph 32 except admits that the MOTI

1 Agreement was entered into in or about March 2009, the contents of which speak for themselves, and
2 respectfully refers to the MOTI Agreement for the full and complete contents thereof.

3 33. Seibel denies the allegations contained in paragraph 33 except admits that the MOTI
4 Agreement was entered into in or about March 2009, the contents of which speak for themselves, and
5 respectfully refers to the MOTI Agreement for the full and complete contents thereof.

6 34. Seibel denies the allegations contained in paragraph 34 except admits that the MOTI
7 Agreement was entered into in or about March 2009, the contents of which speak for themselves, and
8 respectfully refers to the MOTI Agreement for the full and complete contents thereof.

9 35. Seibel denies the allegations contained in paragraph 35 except admits that the MOTI
10 Agreement was entered into in or about March 2009, the contents of which speak for themselves, and
11 respectfully refers to the MOTI Agreement for the full and complete contents thereof.

12 36. Seibel denies the allegations contained in paragraph 36, except admits that Caesars
13 entered into multiple agreements with entities previously owned by, managed by or affiliated with
14 Seibel, the contents of which speak for themselves, and respectfully refer to the aforementioned
15 agreements for the full and complete contents thereof.

16 37. Seibel denies the allegations contained in paragraph 37 except admits that the DNT
17 Agreement was entered into on or about June 21, 2011 concerning the Old Homestead Restaurant, the
18 contents of which speak for themselves, and respectfully refers to the DNT Agreement for the full and
19 complete contents thereof.

20 38. Seibel denies the allegations contained in paragraph 38 except admits that the DNT
21 Agreement was entered into on or about June 21, 2011, the contents of which speak for themselves,
22 and respectfully refers to the DNT Agreement for the full and complete contents thereof, and admits
23 that Seibel submitted a "Business Information Form", the contents of the referenced "Business
24 Information Form" speak for themselves, and respectfully refers to the aforementioned "Business
25 Information Form" for the full and complete contents thereof.

26 39. Seibel denies the allegations contained in paragraph 39 except admits that the DNT
27 Agreement was entered into on or about June 21, 2011, the contents of which speak for themselves,
28 and respectfully refers to the DNT Agreement for the full and complete contents thereof.

1 40. Seibel denies the allegations contained in paragraph 40 except admits that the DNT
2 Agreement was entered into on or about June 21, 2011, the contents of which speak for themselves,
3 and respectfully refers to the DNT Agreement for the full and complete contents thereof.

4 41. Seibel denies the allegations contained in paragraph 41 except admits that the DNT
5 Agreement was entered into on or about June 21, 2011, the contents of which speak for themselves,
6 and respectfully refers to the DNT Agreement for the full and complete contents thereof.

7 42. Seibel denies the allegations contained in paragraph 42 except admits that the DNT
8 Agreement was entered into on or about June 21, 2011, the contents of which speak for themselves,
9 and respectfully refers to the DNT Agreement for the full and complete contents thereof.

10 43. Seibel denies the allegations contained in paragraph 43 except admits that the DNT
11 Agreement was entered into on or about June 21, 2011, the contents of which speak for themselves,
12 and respectfully refers to the DNT Agreement for the full and complete contents thereof.

13 44. Seibel denies the allegations contained in paragraph 44 except admits that the DNT
14 Agreement was entered into on or about June 21, 2011, the contents of which speak for themselves,
15 and respectfully refers to the DNT Agreement for the full and complete contents thereof.

16 45. Seibel denies the allegations contained in paragraph 45 except admits that the DNT
17 Agreement was entered into on or about June 21, 2011, the contents of which speak for themselves,
18 and respectfully refers to the DNT Agreement for the full and complete contents thereof.

19 46. Seibel denies the allegations contained in paragraph 46.

20 47. Seibel denies the allegations contained in paragraph 47 except admits that the TPOV
21 Agreement was entered into in or about November 2011 concerning a restaurant at the Paris casino
22 known as Gordon Ramsay Steak, the contents of which speak for themselves, and respectfully refers
23 to the TPOV Agreement for the full and complete contents thereof.

24 48. Seibel denies the allegations contained in paragraph 48 except admits that the TPOV
25 Agreement was entered into in or about November 2011, the contents of which speak for themselves,
26 and respectfully refers to the TPOV Agreement for the full and complete contents thereof.

27 49. Seibel denies the allegations contained in paragraph 49 except admits that the TPOV
28 Agreement was entered into in or about November 2011, the contents of which speak for themselves,

1 and respectfully refers to the TPOV Agreement for the full and complete contents thereof.

2 50. Seibel denies the allegations contained in paragraph 50 except admits that the TPOV
3 Agreement was entered into in or about November 2011, the contents of which speak for themselves,
4 and respectfully refers to the TPOV Agreement for the full and complete contents thereof.

5 51. Seibel denies the allegations contained in paragraph 51 except admits that the TPOV
6 Agreement was entered into in or about November 2011, the contents of which speak for themselves,
7 and respectfully refers to the TPOV Agreement for the full and complete contents thereof.

8 52. Seibel denies the allegations contained in paragraph 52 except admits that the TPOV
9 Agreement was entered into in or about November 2011, the contents of which speak for themselves,
10 and respectfully refers to the TPOV Agreement for the full and complete contents thereof.

11 53. Seibel denies the allegations contained in paragraph 53 except admits that the TPOV
12 Agreement was entered into in or about November 2011, the contents of which speak for themselves,
13 and respectfully refers to the TPOV Agreement for the full and complete contents thereof.

14 54. Seibel denies the allegations contained in paragraph 54 except admits that the TPOV
15 Agreement was entered into in or about November 2011, the contents of which speak for themselves,
16 and respectfully refers to the TPOV Agreement for the full and complete contents thereof.

17 55. Seibel denies the allegations contained in paragraph 55.

18 56. Seibel denies the allegations contained in paragraph 56.

19 57. Seibel denies the allegations contained in paragraph 57 except admits that the LLTQ
20 Agreement was entered into on or about April 4, 2012 concerning the restaurant at Caesars Palace
21 known as Gordon Ramsay Pub, the contents of which speak for themselves, and respectfully refers to
22 the LLTQ Agreement for the full and complete contents thereof.

23 58. Seibel denies the allegations contained in paragraph 58 except admits that the LLTQ
24 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
25 and respectfully refers to the LLTQ Agreement for the full and complete contents thereof.

26 59. Seibel denies the allegations contained in paragraph 59 except admits that the LLTQ
27 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
28 and respectfully refers to the LLTQ Agreement for the full and complete contents thereof.

1 60. Seibel denies the allegations contained in paragraph 60 except admits that the LLTQ
2 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
3 and respectfully refers to the LLTQ Agreement for the full and complete contents thereof.

4 61. Seibel denies the allegations contained in paragraph 61 except admits that the LLTQ
5 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
6 and respectfully refers to the LLTQ Agreement for the full and complete contents thereof.

7 62. Seibel denies the allegations contained in paragraph 62 except admits that the LLTQ
8 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
9 and respectfully refers to the LLTQ Agreement for the full and complete contents thereof.

10 63. Seibel denies the allegations contained in paragraph 63 except admits that the LLTQ
11 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
12 and respectfully refers to the LLTQ Agreement for the full and complete contents thereof.

13 64. Seibel denies the allegations contained in paragraph 64 except admits that the LLTQ
14 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
15 and respectfully refers to the LLTQ Agreement for the full and complete contents thereof.

16 65. Seibel denies the allegations contained in paragraph 65.

17 66. Seibel denies the allegations contained in paragraph 66.

18 67. Seibel denies the allegations contained in paragraph 67 except admits that the LLTQ
19 Agreement was entered into on or about April 4, 2012, the contents of which speak for themselves,
20 and respectfully refers to the LLTQ Agreement for the full and complete contents thereof.

21 68. Seibel denies knowledge and information sufficient to form a belief as to the truth of
22 the allegations contained in paragraph 68, except admit that the LLTQ Agreement was entered into on
23 or about April 4, 2012, the contents of which speak for themselves, and respectfully refer to the LLTQ
24 Agreement for the full and complete contents thereof.

25 69. Seibel denies the allegations contained in paragraph 69 except admits that the GRB
26 Agreement was entered into on or about December 13, 2012 concerning a restaurant in Planet
27 Hollywood known as BURGR Gordon Ramsay, the contents of which speak for themselves, and
28 respectfully refers to the GRB Agreement for the full and complete contents thereof.

1 70. Seibel denies the allegations contained in paragraph 70 except admits that the GRB
2 Agreement was entered into on or about December 13, 2012, the contents of which speak for
3 themselves, and respectfully refers to the GRB Agreement for the full and complete contents thereof.

4 71. Seibel denies the allegations contained in paragraph 71 except admits that the GRB
5 Agreement was entered into on or about December 13, 2012, the contents of which speak for
6 themselves, and respectfully refers to the GRB Agreement for the full and complete contents thereof.

7 72. Seibel denies the allegations contained in paragraph 72 except admits that the GRB
8 Agreement was entered into on or about December 13, 2012, the contents of which speak for
9 themselves, and respectfully refers to the GRB Agreement for the full and complete contents thereof.

10 73. Seibel denies the allegations contained in paragraph 73 except admits that the GRB
11 Agreement was entered into on or about December 13, 2012, the contents of which speak for
12 themselves, and respectfully refers to the GRB Agreement for the full and complete contents thereof.

13 74. Seibel denies the allegations contained in paragraph 74 except admits that the GRB
14 Agreement was entered into on or about December 13, 2012, the contents of which speak for
15 themselves, and respectfully refers to the GRB Agreement for the full and complete contents thereof.

16 75. Seibel denies the allegations contained in paragraph 75 except admits that the GRB
17 Agreement was entered into on or about December 13, 2012, the contents of which speak for
18 themselves, and respectfully refers to the GRB Agreement for the full and complete contents thereof.

19 76. Seibel denies the allegations contained in paragraph 76 except admits that the GRB
20 Agreement was entered into on or about December 13, 2012, the contents of which speak for
21 themselves, and respectfully refers to the GRB Agreement for the full and complete contents thereof.

22 77. Seibel denies the allegations contained in paragraph 77.

23 78. Seibel denies the allegations contained in paragraph 78.

24 79. Seibel denies the allegations contained in paragraph 79 except admits that the FERG
25 Agreement was entered into in or about May 2014 concerning a restaurant in Caesars Atlantic City
26 known as Gordon Ramsay Pub& Grill, the contents of which speak for themselves, and respectfully
27 refers to the FERG Agreement for the full and complete contents thereof.

28 80. Seibel denies the allegations contained in paragraph 80 except admits that the FERG

1 Agreement was entered into in or about May 2014, the contents of which speak for themselves, and
2 respectfully refers to the FERG Agreement for the full and complete contents thereof.

3 81. Seibel denies the allegations contained in paragraph 81 except admits that the FERG
4 Agreement was entered into in or about May 2014, the contents of which speak for themselves, and
5 respectfully refers to the FERG Agreement for the full and complete contents thereof.

6 82. Seibel denies the allegations contained in paragraph 82 except admits that the FERG
7 Agreement was entered into in or about May 2014, the contents of which speak for themselves, and
8 respectfully refers to the FERG Agreement for the full and complete contents thereof.

9 83. Seibel denies the allegations contained in paragraph 83 except admits that the FERG
10 Agreement was entered into in or about May 2014, the contents of which speak for themselves, and
11 respectfully refers to the FERG Agreement for the full and complete contents thereof.

12 84. Seibel denies the allegations contained in paragraph 84 except admits that the FERG
13 Agreement was entered into in or about May 2014, the contents of which speak for themselves, and
14 respectfully refers to the FERG Agreement for the full and complete contents thereof.

15 85. Seibel denies the allegations contained in paragraph 85 except admits that the FERG
16 Agreement was entered into in or about May 2014, the contents of which speak for themselves, and
17 respectfully refers to the FERG Agreement for the full and complete contents thereof.

18 86. Seibel denies the allegations contained in paragraph 86 except admits that the FERG
19 Agreement was entered into in or about May 2014, the contents of which speak for themselves, and
20 respectfully refers to the FERG Agreement for the full and complete contents thereof.

21 87. Seibel denies the allegations contained in paragraph 87.

22 88. Seibel denies the allegations contained in paragraph 88.

23 89. Seibel denies the allegations contained in paragraph 89 except admits that the FERG
24 Agreement was entered into in or about May 2014, the contents of which speak for themselves, and
25 respectfully refers to the FERG Agreement for the full and complete contents thereof.

26 90. Seibel denies knowledge and information sufficient to form a belief as to the truth of
27 the allegations contained in paragraph 90, except admits except admits that the FERG Agreement was
28 entered into in or about May 2014, the contents of which speak for themselves, and respectfully refers

1 to the FERG Agreement for the full and complete contents thereof.

2 91. Seibel denies the allegations contained in paragraph 91.

3 92. Seibel denies the allegations contained in paragraph 92, except to state that the
4 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
5 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
6 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
7 proceeding for the full and complete recitation of facts.

8 93. Seibel denies the allegations contained in paragraph 93, except to state that the
9 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
10 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
11 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
12 proceeding for the full and complete recitation of facts.

13 94. Seibel denies the allegations contained in paragraph 94, except to state that the
14 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
15 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
16 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
17 proceeding for the full and complete recitation of facts.

18 95. Seibel denies the allegations contained in paragraph 95, except to state that the
19 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
20 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
21 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
22 proceeding for the full and complete recitation of facts.

23 96. Seibel denies the allegations contained in paragraph 96, except to state that the
24 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
25 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
26 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
27 proceeding for the full and complete recitation of facts.

28 97. Seibel denies the allegations contained in paragraph 97, except to state that the

1 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
2 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
3 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
4 proceeding for the full and complete recitation of facts.

5 98. Seibel denies the allegations contained in paragraph 98, except to state that the
6 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
7 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
8 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
9 proceeding for the full and complete recitation of facts.

10 99. Seibel denies the allegations contained in paragraph 99, except to state that the
11 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
12 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
13 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
14 proceeding for the full and complete recitation of facts.

15 100. Seibel denies the allegations contained in paragraph 100, except to state that the
16 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
17 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
18 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
19 proceeding for the full and complete recitation of facts.

20 101. Seibel denies the allegations contained in paragraph 101, Seibel denies the allegations
21 contained in paragraph 99. except to state that the allegations in this paragraph concern matters that
22 were the subject of Seibel's guilty plea to one count of a corrupt endeavor to obstruct and impede the
23 due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, and Seibel respectfully
24 refers to his guilty plea and related documents in that proceeding for the full and complete recitation
25 of facts.

26 102. Seibel deniess the allegations contained in paragraph 102, Seibel denies the allegations
27 contained in paragraph 99. except to state that the allegations in this paragraph concern matters that
28 were the subject of Seibel's guilty plea to one count of a corrupt endeavor to obstruct and impede the

1 due administration of the Internal Revenue Laws under 26 U.S.C. § 7212, and Seibel respectfully
2 refers to his guilty plea and related documents in that proceeding for the full and complete recitation
3 of facts.

4 103. Seibel does not have knowledge and information sufficient to form a belief as to the
5 allegations contained in paragraph 103.

6 104. Seibel denies the allegations contained in paragraph 104, except to state that the
7 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
8 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
9 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
10 proceeding for the full and complete recitation of facts.

11 105. Seibel denies the allegations contained in paragraph 105, except to state that the
12 allegations in this paragraph concern matters that were the subject of Seibel's guilty plea to one count
13 of a corrupt endeavor to obstruct and impede the due administration of the Internal Revenue Laws
14 under 26 U.S.C. § 7212, and Seibel respectfully refers to his guilty plea and related documents in that
15 proceeding for the full and complete recitation of facts.

16 106. Seibel denies the allegations contained in paragraph 106 except admits that on April
17 18, 2016, Seibel pled guilty to one count of a corrupt endeavor to obstruct and impede the due
18 administration of the Internal Revenue Laws under 26 U.S.C. § 7212, which is a class E felony, and
19 refers to the transcript from that plea for the full and complete contents of statements made by Seibel
20 on that date.

21 107. Seibel admits the allegations contained in paragraph 107.

22 108. Seibel denies the allegations contained in paragraph 108 except admits that the letter
23 referenced in paragraph 108 was sent on or about April 8, 2016, the contents of which speak for
24 themselves, and respectfully refers to the aforementioned letter for the full and complete contents
25 thereof.

26 109. Seibel denies the allegations contained in paragraph 109.

27 110. Seibel denies the allegations contained in paragraph 110 except admits that the letter
28 referenced in paragraph 110 was dated September 2, 2016, the contents of which speak for themselves,

1 and respectfully refers to the aforementioned letter for the full and complete contents thereof.

2 111. Seibel denies the allegations contained in paragraph 111 except admits that the letter
3 referenced in paragraph 111 was dated September 2, 2016, the contents of which speak for themselves,
4 and respectfully refers to the aforementioned letter for the full and complete contents thereof.

5 112. Seibel denies the allegations contained in paragraph 112.

6 113. Seibel denies the allegations contained in paragraph 113 except admits that the letter
7 referenced in paragraph 113 was dated September 2, 2016, the contents of which speak for themselves,
8 and respectfully refers to the aforementioned letter for the full and complete contents thereof.

9 114. Seibel denies the allegations contained in paragraph 114 except admits that the letter
10 referenced in paragraph 114 was dated September 2, 2016, the contents of which speak for themselves,
11 and respectfully refers to the aforementioned letter for the full and complete contents thereof.

12 115. Seibel denies the allegations contained in paragraph 115 except admits that the letter
13 referenced in paragraph 115 was dated September 2, 2016, the contents of which speak for themselves,
14 and respectfully refers to the aforementioned letter for the full and complete contents thereof.

15 116. Seibel denies the allegations contained in paragraph 116.

16 117. Seibel denies the allegations contained in paragraph 117 except admits that the letter
17 referenced in paragraph 117 was dated September 2, 2016, the contents of which speak for themselves,
18 and respectfully refers to the aforementioned letter for the full and complete contents thereof.

19 118. Seibel denies the allegations contained in paragraph 118 except admit that the contents
20 of the certain referenced letters speak for themselves and respectfully refer to the aforementioned
21 letters for the full and complete contents thereof.

22 119. Seibel denies the allegations contained in paragraph 119 except admits that the
23 aforementioned letter from Caesars Palace was dated September 12, 2016, the contents of which speak
24 for themselves, and respectfully refer to the aforementioned letter for the full and complete contents
25 thereof.

26 120. Seibel denies the allegations contained in paragraph 120 except admits that the
27 bankruptcy court docket speaks for itself.

28 121. Seibel denies the allegations contained in paragraph 121 except admits that the

1 bankruptcy court docket speaks for itself.

2 122. Seibel denies the allegations contained in paragraph 122 except admits that the
3 bankruptcy court docket speaks for itself.

4 123. Seibel denies the allegations contained in paragraph 123 except admits that the
5 bankruptcy court docket speaks for itself.

6 124. Seibel denies the allegations contained in paragraph 124 except admits that the
7 bankruptcy court docket speaks for itself.

8 125. Seibel denies the allegations contained in paragraph 125 except admits that the
9 bankruptcy court docket speaks for itself.

10 126. Seibel denies the allegations contained in paragraph 126 except admit that the
11 referenced documents filed in the GRB action and the court docket for that action speak for themselves
12 and respectfully refer to the aforementioned documents and court docket for the full and complete
13 contents thereof.

14 127. Seibel denies the allegations contained in paragraph 127 except admits that the
15 referenced state court decision speaks for itself and respectfully refers to the aforementioned decision
16 for the full and complete contents thereof.

17 128. Seibel denies the allegations contained in paragraph 128 except admits that the
18 referenced state court filings and decision speaks for themselves and respectfully refers to the
19 aforementioned documents for the full and complete contents thereof.

20 129. Seibel denies the allegations contained in paragraph 129 except admits that the
21 referenced documents filed in the TPOV Federal Action and the court docket for that Action speak for
22 themselves and respectfully refer to the aforementioned documents and court docket for the full and
23 complete contents thereof.

24 130. Seibel denies the allegations contained in paragraph 130 except admits that the
25 referenced documents filed in the TPOV Federal Action and the court docket for that Action speak for
26 themselves and respectfully refer to the aforementioned documents and court docket for the full and
27 complete contents thereof.

1 **COUNT I**

2 131. Seibel hereby repeats and realleges each and every one of Seibel's responses in
3 paragraphs 1-130 above as if fully set forth herein.

4 132. Seibel states that the referenced statute speaks for itself.

5 133. Seibel admits that the parties dispute whether Caesars properly terminated the
6 agreements, but deny there is a justiciable controversy ripe for adjudication among the parties.

7 134. Seibel denies the allegations contained in paragraph 134, except admit that Caesars
8 seeks declaratory relief in the present action.

9 135. Seibel denies the allegations set forth in paragraph 135, except admit that the complaint
10 filed in the present action seeks certain relief, that the complaint that speaks for itself, and Seibel
11 respectfully refers to the complaint for the full and complete contents thereof.

12 **COUNT II**

13 136. Seibel hereby repeats and realleges each and every one of Seibel's responses to the
14 above paragraphs as if fully set forth herein.

15 137. Seibel states that the referenced statute speaks for itself.

16 138. Seibel admits that the parties dispute whether Caesars properly terminated the
17 agreements, but deny there is a justiciable controversy ripe for adjudication among the parties.

18 139. Seibel denies the allegations set forth in paragraph 139.

19 140. Seibel denies the allegations contained in paragraph 140, except admits that the
20 agreements speak for themselves, and respectfully refers to those documents for the full and complete
21 contents thereof.

22 141. Seibel denies the allegations contained in paragraph 141, except admit that the
23 agreements speak for themselves, and respectfully refers to those documents for the full and complete
24 contents thereof.

25 142. Seibel denies the allegations contained in paragraph 142.

26 143. Seibel denies the allegations contained in paragraph 143.

27 144. Seibel denies the allegations contained in paragraph 144.

28 145. Seibel denies the allegations contained in paragraph 145, except admits that Caesars

1 seeks declaratory relief in the present action.

2 146. Seibel denies the allegations set forth in paragraph 146, except admits that the
3 complaint filed in the present action seeks certain relief, that the complaint that speaks for itself, and
4 respectfully refers to the complaint for the full and complete contents thereof.

5 **COUNT III**

6 147. Seibel hereby repeats and realleges each and every one of Seibel's responses to the
7 above paragraphs as if fully set forth herein.

8 148. Seibel states that the referenced statute speaks for itself.

9 149. Seibel admits that the parties dispute whether the referenced section of the agreements
10 are enforceable, but denies there is a justiciable controversy ripe for adjudication among the parties.

11 150. Seibel denies the allegations contained in paragraph 150.

12 151. Seibel denies the allegations contained in paragraph 151.

13 152. Seibel denies the allegations contained in paragraph 152.

14 153. Seibel denies the allegations contained in paragraph 153.

15 154. Seibel denies the allegations contained in paragraph 154.

16 155. Seibel denies the allegations contained in paragraph 155, except admits that Caesars
17 seeks declaratory relief in the present action.

18 156. Seibel denies the allegations set forth in paragraph 156, except admits that the
19 complaint filed in the present action seeks certain relief, that the complaint that speaks for itself, and
20 respectfully refers to the complaint for the full and complete contents thereof.

21 **AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

22 157. The Complaint fails to state a claim upon which relief can be granted.

23 **AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

24 158. Seibel expressly incorporates herein as affirmative defenses his allegations and claims
25 in (a) *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Company, LLC*, case no. Case 2:17-
26 cv-00346-JCM-VCF in District of Nevada; (b) *Seibel v. PHWL, LLC, et. al.*, case no. A-17-751759-
27 B in the Eighth Judicial District Court; and (c) *In re: Caesars Entertainment Operating Company,*
28 *Inc., et. al.*, case no. 15-01145 (ABG) in the United States Bankruptcy Court for the Northern District

1 of Illinois (Eastern Division) and all related matters and proceedings.

2 **AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

3 159. Seibel expressly incorporates herein as affirmative defenses his argument in his motion
4 to dismiss this action.

5 **AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

6 160. Plaintiff's claims warrant dismissal under the first-to-file rule and due to forum
7 shopping.

8 **AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

9 161. Plaintiffs are precluded from obtaining the relief they seek because, based on
10 information and belief, they do or have done business with persons who have criminal records or are
11 actually or potentially unsuitable.

12 **AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

13 162. Plaintiffs are precluded from obtaining the relief they seek because they owe money
14 to Defendants.

15 **AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

16 163. Plaintiffs are precluded under the applicable contracts from continuing to operate the
17 restaurants, use the licensed materials, and do business with Ramsay.

18 **AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE**

19 164. Plaintiffs breached the applicable contracts with Defendants and therefore are
20 precluded from pursuing their claims.

21 **AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

22 165. Plaintiffs claims are barred by the statute of limitations or statute of repose.

23 **AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

24 166. Plaintiffs' claims are barred, in whole or in part, by the doctrines of acquiescence,
25 estoppel, laches, ratification, unclean hands, unjust enrichment, or waiver, as well as all other
26 applicable equitable doctrines.

27 **AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

28 167. Plaintiffs' claims are barred, in whole or in part, by their own conduct, including but

1 not limited to their failure to mitigate their damages.

2 **AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

3 168. The alleged unsuitability of Seibel is immaterial and irrelevant because, inter alia, he
4 assigned his interests, if any, in Defendants or the contracts.

5 **AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

6 169. This court lacks jurisdiction over Seibel as he is not a party to any of the agreements
7 that are the subject of Plaintiffs' claims.

8 **AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

9 170. This Court lacks jurisdiction over the allegations, claims, and theories alleged by
10 Plaintiffs that already are pending: (a) before the United States Bankruptcy Court for the Northern
11 District of Illinois (Eastern Division) in *In re: Caesars Entertainment Operating Company, Inc., et*
12 *al.*, case no. 15-01145 (ABG); (b) before the United States District Court for the District of Nevada in
13 *TPOV Enterprises 16, LLC v. Paris Las Vegas Operating Company, LLC*, case no. Case 2:17-cv-
14 00346-JCM-VCF; and (c) before the Eighth Judicial District Court in *Seibel v. PHWLTV, LLC, et. al.*,
15 case no. A-17-751759-B and all related matters and proceedings.

16 **AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

17 171. All possible affirmative defenses may not have been alleged herein insofar as sufficient
18 facts were not available after reasonable inquiry upon the filing of Defendants' answer. Therefore,
19 Defendants reserve the right to amend their answer to allege additional affirmative defenses if
20 subsequent investigation so warrants. Defendants reserve the right to (a) rely upon such other
21 affirmative defenses as may be supported by the facts to be determined through full and complete
22 discovery, and (b) voluntarily withdraw any affirmative defense.

23 DATED July 3, 2018.

24 MCNUTT LAW FIRM, P.C.

25
26 /s/ Dan McNutt

27 DANIEL R. MCNUTT (SBN 7815)
28 MATTHEW C. WOLF (SBN 10801)
625 South Eighth Street
Las Vegas, Nevada 89101
Attorneys for Defendant Rowen Seibel

1 **CERTIFICATE OF MAILING**

2 I HEREBY CERTIFY that pursuant to Nev. R. Civ. P. 5(b) and EDCR 8.05 on July 3, 2018 I
3 caused service of the foregoing **DEFENDANT ROWEN SEIBEL'S ANSWER TO PLAINTIFFS'**
4 **COMPLAINT** to be made by depositing a true and correct copy of same in the United States Mail,
5 postage fully prepaid, addressed to the following and/or via electronic mail through the Eighth Judicial
6 District Court's E-Filing system to the following at the e-mail address provided in the e-service list:

7 James Pisanelli, Esq. (SBN 4027)
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